

## Terms of Business for Consumers

Hughes Insurance Services Limited, a private company limited by shares, is registered in England and Wales, No: 4451375. Registered address: 20 Fenchurch Street, London, EC3M 3AW.

Our Head Office address is Strangford House, 4 Jubilee Road, Newtownards, BT23 4WN, Tel: 028 9181 7375.

Hughes Insurance Services Limited is a wholly owned subsidiary of Liberty UK and Europe Holdings Limited, which is ultimately owned by Liberty Mutual Holding Company Inc. of Boston.

Hughes Insurance Services Limited, trading as Hughes Insurance, is authorised and regulated by the Financial Conduct Authority. Financial Services Register no: 305651. Our permitted business includes advising on and arranging general insurance contracts. You can check our registration and full list of permitted activities on the Financial Services Register at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768.

### Our Service

In arranging insurance for our customers, we act as an Independent Insurance Intermediary. Our service includes advising on and arranging insurance cover with Insurers to meet your requirements, after we have assessed your insurance needs. Please note our Uninsured Loss Recovery, Roadside Assistance and Car Hire Facility are not insurance products and are not covered by Financial Conduct Authority (FCA) Regulations. Further information on the scope of our service, how we are remunerated and the fees we may charge in relation to a particular insurance contract is published in a separate "Information about our services, fees and remuneration" document, which also forms part of our terms of business. We take the protection of our customers' information very seriously and only use this in connection with our services and to fulfil our duties as an insurance intermediary. Full details of how we use your information and your rights are included in our Fair Processing Notice.

### Providing Information to us

You must take reasonable care to answer all questions asked, honestly, fully and accurately to the best of your knowledge. Any misrepresentation could invalidate your insurance cover and could mean that part or all of a claim may not be paid.

### Premiums & Finance

We will accept payment of your premium by cheque, cash (up to a maximum of £1500), debit card, postal orders, and by most major credit cards. It may be possible to spread your premium payment through either our instalment plans or through Insurers instalment plans. Interest will be payable on any instalment plan.

We may keep certain documents such as your insurance certificate while we are awaiting additional information, documentation or payment of premium. In these circumstances we will ensure that you receive full details of your insurance cover and will provide you with any documents that you are required to have by law.

When your policy comes to an end, we have no obligation to provide proof of no claims bonus or claims experience unless and until all premiums have been paid.

Where we hold multiple policy records for you and there is a balance in arrears under a particular account, we reserve the right to offset this amount using any credit due under another policy.

Premiums that we collect from you will be segregated in a Client Money Bank Account. We will hold your money as trustee on your behalf. The Client Money Bank Account is set up as a non-statutory trust governed by FCA rules. We may agree to extend credit to other customers using client money from the Client Money Bank Account. We will have in place, and maintain, systems and controls adequate to ensure that we are able to monitor and manage client money transactions and any credit risk arising from the operation of the trust arrangement.

By virtue of agreements we hold with certain Insurers we collect premiums as agent of the Insurer on a "Risk Transfer" basis. Once we have collected premiums from you, under the terms of our agreements with these Insurers the premiums are treated as having been paid to the Insurer. In these circumstances whilst we hold the premiums, they are, treated as client money, segregated and held in a Client Money Bank Account in compliance with FCA rules and as detailed in the previous section.

If we become insolvent, the terms of the trust dictate that customers will have a prior claim on the client money in the Account according to their respective interests in the client money. The costs relating to the distribution of client money may have to be borne by the trust.

We may earn interest from the money held in our Client Money Bank Account, which may exceed £20 for any one transaction that you make with us. Our policy is to retain any such interest.

In managing and/or arranging your insurance requirements, we may transfer money that you have paid us, in payment of an insurance premium, to another insurance intermediary. If we wish to transfer your money to separate group companies, we may transfer any money we hold on your behalf to a new bank account. Any new account will benefit from the same trust protections as the existing account to ensure that the protection of your money remains in place at all times. Interest or income accrued will be retained. Should your money be transferred to another group company, we will notify you in writing within seven days of the transfer. If you do not want your money to be passed between group companies or if you have any other objections, please contact us.

By continuing with your Insurance Policy you are accepting these Terms of Business and giving your consent for us to act in the manner described in this Section.

### Complaints and Compensation

It is our intention to provide you with a high level of customer service at all times. However should you wish to make a complaint you can do so through our website at [www.hughesinsurance.co.uk/customer-portal/complaints](http://www.hughesinsurance.co.uk/customer-portal/complaints), by emailing [complaints@hughesinsurance.co.uk](mailto:complaints@hughesinsurance.co.uk), phoning 028 9181 7375 or writing to The Complaints Department at our head office address. A copy of our full Complaints Handling Procedure is available on request. In the event that you are not satisfied with our response you may ask the Financial Ombudsman Service (FOS) to review your complaint.

Please visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) for further information about this service.

We are covered by the Financial Services Compensation Scheme (FSCS). You **may** be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of insurance and circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim without any upper limit. Further information about the compensation scheme arrangements and eligibility is available from the FSCS by visiting [www.fscs.org.uk](http://www.fscs.org.uk) or phoning 0800 678 1100.

### **Policy Terms, Conditions & Warranties**

You should read through all policy terms, conditions and warranties shown on your policy documentation. Please ensure you understand them and are able to follow their requirements exactly. If not, please advise us immediately, as a breach of any terms, conditions or warranties may cause your Insurer to terminate your policy from the date of that breach, and/or refuse to pay a claim under your policy.

### **Renewal**

Your renewal invitation will be issued to you in good time prior to your renewal date. If your premium was paid by direct debit through the Hughes Insurance instalment plan we will, subject to a satisfactory payment history with us, automatically renew your policy and continue to take payments from your bank account as outlined in your renewal invitation. Where we intend to automatically renew, this will be clearly confirmed in your renewal invitation. In these circumstances, if you do not wish to renew you must tell us prior to renewal date. If you advise us and return your certificate of insurance after the renewal date the cancellation refund will be calculated as described in your policy documentation.

### **Claims**

Motorists Insurance Services Limited will deal with the administration of your claims for all motor, home and legal expenses insurance on our behalf. Insurers for Travel and GAP cover ask that you contact them direct in relation to any claim, using the contact details in your policy document. Hughes Insurance has no authority to admit, settle, negotiate or compromise claims on behalf of Insurers.

### **Cancellation Rights**

You are entitled to a period of reflection during which you may decide whether to proceed with the Insurance Policy. The duration of this cooling off period is 14 days from the later of the date on which cover is incepted or renewed; or the date on which you receive the full terms and conditions of your policy.

To cancel an Insurance Policy within the cooling off period, please write to us at the above address returning any valid certificate of insurance. If you do cancel an Insurance Policy within the cooling off period, we may charge a fee, for full information please refer to the "Information about our services, fees and remuneration" document. Your Insurer may charge for the time the insurance was in force.

Each party can cancel an Insurance Policy at any time by giving 7 days notice in writing. If you wish to give notice of cancellation, please write to us at the above address returning any valid certificate of insurance. If we or your Insurers wish to cancel this Insurance Policy and have a valid reason for doing so we shall write to you, at the last known address we have for you on our records, explaining the reason.

We reserve the right to cancel your policy if we discover a balance owing under a previous policy held with us and this remains unpaid.

If a policy is cancelled at any time, other than during the cooling off period, we will retain in full any fees that you have paid.

Where the certificate of motor insurance has been delivered to you electronically a signed declaration that the policy has been cancelled must be sent to us.

### **Governing Law**

The law of Northern Ireland will apply to this contract unless you and we agree otherwise; or at the date of the contract you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) England, Scotland, Wales, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

### **Other Taxes & Costs**

Other taxes or costs, or both, may exist in relation to the products and services offered by us, which are not paid through, nor imposed, by us.

**If you do not understand or would like to discuss any aspect of our Terms of Business please contact us.**

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