

Applicable from 1 January 2010. These terms of business supersede all previous terms you may have received from us. Please keep them with your policy(ies), for future reference. **Proceeding with a quotation or a renewal implies your acceptance of our Terms of Business.** Acceptance of them gives us the authority to instruct insurance providers on your behalf based on our understanding of your instructions.

WHO WE ARE AND HOW TO CONTACT US

Alan Boswell Insurance Brokers Limited

Harbour House, 126 Thorpe Road, Norwich, NR1 1UL
100 Prince of Wales Road, Norwich, NR1 1NJ
Phone: 01603 218000

Alan Boswell Insurance Services Limited

High Street, Attleborough, Norfolk, NR17 2EH
Phone: 01953 455600

Alan Boswell Insurance Management Limited

Suites 5/6 East Barton Barns, East Barton Road,
Gt Barton, Bury St Edmunds, Suffolk, IP31 2QY
Phone: 01284 787850

Email: insurance@alanboswell.com

Internet: www.alanboswell.com

Claims: 01603 218099

The registered address for all companies is:
Harbour House, 126 Thorpe Road Norwich, NR1 1UL

Alan Boswell Insurance Brokers Ltd (Ref No 301081) and Alan Boswell Insurance Services Ltd (Ref No 301146) are authorised and regulated by the Financial Services Authority.

Alan Boswell Insurance Management Limited (Ref No 473707) is an appointed representative of Alan Boswell Insurance Brokers Ltd (Ref No 301081).

This information can be checked on the FSA's Register by visiting their website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

OUR PRINCIPLES

In our dealings with you we will always try to:

- Act with due skill, care and diligence
- Observe high standards of integrity
- Be open and fair
- Conduct our business and organise our affairs in a prudent manner

OUR COMMITMENTS

We will:

- Ensure that all our advertising and promotional material is clear, fair and not misleading.
- Only advise you on matters in which we are knowledgeable and will recommend other specialist advice when necessary.
- Seek from you the information needed to enable us to fulfil our responsibilities to you.
- Give you enough information to enable you to make informed decisions on your insurance.
- Use our skill objectively in your best interests when choosing insurance providers.
- Seek to avoid a conflict of interest, but where unavoidable, manage it to avoid prejudice to any party.
- Not unfairly put our own interests above our duty to you.
- Handle complaints fairly and promptly

OUR SERVICES

We are independent insurance intermediaries (brokers). Occasionally we act as the agent of another intermediary, something that would be confirmed to you in the event of this happening. Our services include:

- advising you on your insurance requirements
- arranging your insurance cover with insurers
- helping you with any ongoing changes
- helping you with making a claim

We will advise and make a recommendation for you after we have assessed your needs. The exception to this is where you are purchasing via our website, or you are deciding to take out optional extras. In these circumstances we would only be providing you with information and this would be confirmed to you at the time.

In the majority of cases we have carried out 'fair analysis' of the market in order to identify a suitable product. This means that we have compared products from a range of insurance providers in terms of cover, price, quality of service and other relevant features in order to select appropriate policies for you. The exceptions to this are for certain specialist products where we have studied the market and negotiated special schemes with a single or a limited number of providers. Examples are Family Legal Expenses, Uninsured Loss Recovery, Key Recovery, Pet Insurance, Home Emergency and Vehicle Breakdown. If we are not advising on a 'fair analysis' basis this will be confirmed to you.

We operate strict approval procedures for the selection of all the insurance providers we use. We cannot however guarantee the financial reliability of any insurer.

We do not usually assist in the recovery of uninsured losses. However, for motor policyholders we offer an option to purchase cover for this service from our recommended providers.

OUR REMUNERATION AND YOUR CHARGES

We are normally remunerated by commission paid to us by the insurance provider as a percentage of the premium. We may also receive additional overriding payments based on the profitability and growth of a given insurer's account as a whole.

By reissuing these Terms of Business at least annually we will remind commercial customers of their right to be informed of the level of commission which we received from underwriters. Commercial customers are entitled, at any time, to request information regarding any commission we may have received as a result of placing their insurance business.

We may make an administration charge when a policy is taken out or renewed, and occasionally we take no commission at all and charge a fee. Any fees and charges we make will always be reasonable and will always be advised to you in advance and shown clearly on the quotation or renewal invitation we send to you.

If a policy is cancelled mid-term we will refund to you any return premium but we may deduct the balance of our commission plus a £10 handling charge.

Providing copies of lost or defaced documents involves extra administration for which a charge of £10 may be made. Please note that in addition some insurers also charge for replacement documents.

In addition to the amount charged by the insurer, a fee of £10 may be charged for changes requiring the issue of a cover note or revised documentation.

To enable us to cover the cost of credit control and sending reminders, we may charge up to £10 for each overdue reminder. Items unpaid 14 days after notification are regarded as overdue.

In the course of our dealings with you we may introduce or refer you to other service providers with specialist expertise we feel can help you when particular circumstances arise, for example in the recovery of uninsured losses. We may receive an introducer fee from the service provider.

CONFIDENTIAL INFORMATION

We will treat your personal information as confidential and handle it in a secure manner. We may use information we hold about you to provide information to you about other products and services that we feel may be appropriate. We may provide information about you to other companies in our Group so that they can provide you with details of products that they offer. We may pass information about you to credit reference agencies for the purposes of arranging payments by instalments, and may also pass to them details of your payment record. Certain insurers may complete a credit search but before they do, we will seek to obtain your explicit consent. If you do not wish to receive marketing information from us, please contact us.

We will otherwise ensure that any customer information is not used or disclosed except in the normal course of negotiating, maintaining or renewing insurance for you or disclosure is made to enable the Financial Services Authority to fulfil its regulatory function, or where we are legally obliged to disclose the information. You have the right to see personal information about you that we hold in our records. If you wish to, please contact us. We may make a charge for this service.

Telephone calls may be recorded and the recordings used for fraud prevention, training and quality control.

YOUR DUTY TO PROVIDE ACCURATE INFORMATION

It is at all times your duty to disclose all circumstances material to the insurance both before it commences, throughout the life of the policy and prior to its renewal. The consequences of any failure to make such disclosures may include the refusal of the insurer to deal with all or part of your claim.

All answers or statements given on a proposal form, claim form, or any other material document, are your own responsibility and you should always check the accuracy of information provided. To avoid the possibility of mistakes being made, we reserve the right to ask you to give us instructions in writing. In most cases, we will be able to act on telephone instructions, but we may ask that they be confirmed to us in writing.

PAYMENT METHODS/PREMIUM FINANCING

We normally accept payment by cheque, electronic transfer or most popular credit and debit cards. You may also be able to spread your payments through an instalment or credit scheme. We will give you full information about your payment options when we discuss your insurance in detail.

We have arranged facilities for paying by instalments with a finance provider and we may make a small administrative charge for the service. We may also receive remuneration from credit providers who pay us an introducer's fee or bonus based on the volume of business we produce for them. The interest rates provided are commercially competitive and will always be set no higher than any relevant insurer's own payments scheme, if available. If we agree to allow payment by instalments and you subsequently **default or otherwise fail to honour the arrangement then this will be deemed to be an instruction from you to cancel the relevant cover**. In such circumstances we will give you 7 days notice by recorded delivery letter to your last known address.

LOOKING AFTER YOUR MONEY

In the vast majority of cases we act as the agent of the insurer when collecting or refunding premiums. This means when you have paid us you have effectively paid the insurer.

In a few cases (commercial insurances) pending passing your premium to the insurance provider or refunding premiums to you we keep your premium in a Statutory Trust Account. The aim of the trust is to protect you in the event of the failure of the firm, or the failure of the bank. In such a circumstance, the firm's general creditors should not be able to make claims on your money as it will not form part of our property. No interest is payable on premiums held.

COMPENSATION

You may be entitled to compensation if we cannot meet our obligations due to insolvency. The Financial Services Compensation Scheme may arrange to transfer your policy to another insurer, provide a new policy or, if this is not possible, provide compensation. You can get more information from the:

Financial Services Compensation Scheme
7th Floor Lloyd Chambers
Portsofen Street, London, E1 8BN
Telephone: 0207 892 7300
Website: www.fscs.org.uk

CLAIMS

So that we can help you, please contact our dedicated claims team on 01603 218 099. In an emergency that occurs outside normal office hours you may find a Helpline number for the insurance company in your policy documentation.

You have certain duties when any event takes place which is likely to give rise to a claim. You must, according to the circumstances:

- notify the police as soon as you are aware if any property is lost, stolen or maliciously damaged, and get a crime reference number;
- report the incident to us or your insurer as soon as reasonably possible and provide all information and assistance we may need;
- take all reasonable steps to mitigate the loss or damage and to recover any lost or stolen property and advise us without unnecessary delay if such property is returned to you;
- forward all correspondence, legal documents or any other document related to a claim to us unanswered;
- not discuss liability with any third party without permission from us or your insurer;
- co-operate with us/your insurer in any investigation including the supply of supporting evidence; and
- act at all times in good faith.

Further detailed guidance to ensure your claim progresses satisfactorily and promptly is provided on our web-site at www.alanboswell.com/claims

COMPLAINTS

If you are at any time unhappy with our service please contact us by phone, fax, email or in writing at the address shown overleaf marked for the attention of Mr Alan Boswell, Managing Director.

It is our policy to respond fairly and promptly; this usually means acknowledging a written complaint within a maximum of 5 days and providing a full response or update within 20 days. In most cases it will be quicker.

Having investigated your complaint and provided a response, if you are dissatisfied with our final decision you may be able to refer the matter to the:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London, E14 9SR
Telephone: 0845 080 1800
Website: financial-ombudsman.org.uk

TREATING YOU FAIRLY

We aim to treat you fairly. We consider carefully the products we offer and we select or design them with our customers in mind.

We work hard to make sure you are not misled and that the information we provide is clear and understandable. Our complaints process is fair and accessible and we aim to put things right if we have made a mistake. We want you to be confident and comfortable in your dealings with us.

CONFLICTS OF INTEREST

It is the policy of the Alan Boswell Group to avoid any conflict of interest when providing business services to its clients. However, where an unavoidable conflict may arise we will advise you of this in writing before proceeding to provide any business service (e.g. where we act as agent for the insurer in the event of a claim).