

## Carole Nash Insurance Consultants Terms of Business

**Please read this Terms of Business document carefully as it contains important information. If you are unclear about any aspect of these Terms of Business or have any questions please contact our Customer Services team on 1800 298 551 or write to us at:**

Carole Nash Insurance Consultants Ltd  
Ulysses House  
22/24 Foley Street  
Dublin 1

Calls are recorded for training and quality assurance purposes.

### 1. Regulation

Carole Nash Insurance Consultants Ltd is authorised and regulated by the Financial Conduct Authority in the United Kingdom and is regulated by the Central Bank of Ireland for conduct of business rules. Carole Nash Insurance Consultants Ltd is subject to the Consumer Protection Code 2012 which can be found on the Central Bank's website [www.centralbank.ie](http://www.centralbank.ie).

Our permitted business is introducing, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts.

Our Financial Services Register number is 307243. You may check this on the Financial Services Register by visiting the FCA website, [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on 0044 800 111 6768.

### 2. Our Service

For all quotes and sales we source and arrange products but do not offer advice or make recommendations when arranging insurance. However, we may ask some questions to narrow down the selection of products on which we will provide details. You will then need to make your own choice about how to proceed.

#### Brokered Products:

We select vehicle insurance products from a limited range of insurers on your behalf; you may ask us for a list of the insurers we deal with for these products.

#### Other Products:

For Helmet and Leathers, Personal Accident, Combined Helmet & Leathers & Personal Accident or Combined Irish & European Breakdown & Legal Expenses we select one insurer for each product. Please refer to your Policy Summary document for details of these insurers.

As we use real-time pricing, you may occasionally be quoted a different price when you click through from a price comparison site to our website, or when you get a quote directly from our website and return to purchase at a later date.

### 3. Ownership

We are a subsidiary of GUK Broking Services Limited, which is wholly owned by Groupama S.A.

### 4. Complaints

We aim to provide you with a high level of customer service at all times, but if you are not satisfied, please contact us:

By telephone: Claims related 1800 930 803  
Other complaint 1800 298 551

In writing: Compliance Department  
Carole Nash Insurance Consultants  
Trafalgar House  
110 Manchester Road  
Altrincham  
Cheshire, UK  
WA14 1NU  
[emerald@carolenash.com](mailto:emerald@carolenash.com)

When dealing with your complaint, we will follow our complaint handling procedures; a summary of these procedures is available on request. If you are not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service.

For policies purchased online, there is an alternative Online Dispute Resolution platform where complaints can be submitted <http://ec.europa.eu/consumers/odr/>.

Because we care about our customers we would like the chance to look into your concerns, if you wish to contact us firstly, on the details above.

### 5. Compensation

We are covered by the UK 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 business and the circumstances of the claim.

Insurance advising and arranging is covered for 90% of the claim, without any upper limit.

For compulsory classes of insurance (such as Third Party Motor), insurance advising and arranging is covered for 100% of the claim, without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS. You can contact the FSCS on 0044 207 741 4100 or by visiting [www.fscs.org.uk](http://www.fscs.org.uk).

### 6. Fees

In addition to premiums charged by your insurer, we may apply the following fees for arranging and administering your Brokered Products (see section 2, Our Service). These fees are non-refundable.

Fees	
New Business & Renewals	Up to €150.00
Instalment Plan Credit Fee	€45.00
Mid-term changes e.g. change of personal details, address or vehicle	Up to €65.00
Duplicate Documents	€15.00
Credit/Debit card defaults and returned cheques	up to €20.00
You cancel your Vehicle Insurance within your 14 day 'right to cancel' period	€30.00 (This is in addition to any 'time on risk' charge made by your insurer – see section 8 below.)
Cancellation by you (outside your 14-day 'right-to-cancel period) or by us (at any time).	€ 65.00

**No refund will be offered in the event of a cancellation on an annual Personal Accident, Helmet & Leathers or Combined Helmet & Leathers & Personal Accident policy after your 14-day 'right to cancel' period.**

Your insurance premium will include a payment for your Legal Expenses and Breakdown cover of up to €100.00 which we have included as part of the Carole Nash product. **This payment is non-refundable upon cancellation of the policy other than if cancelled by you during your 14-day 'right to cancel' period.**

## 7. Failure to pay a Premium Instalment

If you fail to pay an instalment you will be charged a missed payment fee and given notice of cancellation. If payment is not made within the period of this notice, the policy will be cancelled and a cancellation charge will be applied, along with a deduction for the time for which you have been insured. If you fail to make the payment we will pass your details to a Debt Collection Agency to recover the amount outstanding.

## 8. Cancellation

You have a right to cancel your policy within 14 days of receipt of your policy documents. In this situation we will charge you €30 plus any charge your insurer makes for the period of cover since the policy started. This is called a 'time on risk' charge.

If you wish to cancel within 14 days we require any instructions from you in a prescribed written format, which includes your permission to allow us to deduct the fees due to us as detailed in section 6 of this document. Please refer to the Policy Conditions section within your policy booklet, and section 6 of this Terms of Business document, entitled 'Fees' for further information.

## 9. Refunds after 14 days

After your initial 14-day 'right to cancel' period, there may be circumstances where a refund is due to you. This will include cancellation or policy amendment where the new premium is lower than you were previously paying. When this occurs we require any instructions from you in a prescribed written format, which includes your permission to allow us to deduct the fees due to us as detailed in section 6 of this document. We may choose to offer you the option of separately paying our fees rather than having them deducted from any refund due.

## 10. Handling Money

For your protection, we act as agents of the insurer in collecting premiums and handling refunds due to clients, such monies are deemed to be held by the insurers with which your insurance is arranged.

We will retain your debit/credit card details for the purpose of automatic renewals and to pay or refund other premiums that may become due upon changes to the policy. If you do not want us to retain these details please contact our Customer Services Team on 1800 298 551.

## 11. Data Protection

We will process any personal information we obtain in the course of providing our services to you in accordance with the Data Protection Acts 1988 and 2003. In administering your insurances it will be necessary for us to pass such information to insurers and other product or service providers which may also provide us with business and compliance support. We may also disclose details to relevant parties, as necessary, to comply with regulatory or legal requirements.

Your Information will also be held in the Motor Insurers' Bureau of Ireland (MIBI) database. This database helps identify drivers who do not have insurance and the information contained in it is made available to the Garda, who may use it to confirm if a driver is insured. (Motor policies only).

We may contact you or pass your details to other companies associated with us in order to promote products or services which may be of interest to you. You may be contacted for the purpose of marketing the goods or services of the business, by telephone, email, letter or SMS text message. If you don't want to be contacted for this purpose please let us know. We will not otherwise use or disclose the personal information we hold without your consent.

Some of the details you may be asked to give us, such as information about offences or medical conditions, are defined by the Act as sensitive personal data. By giving us such information, you signify your consent to its being processed by us in arranging and administering your insurances. Subject to certain exceptions, you will be entitled to have access to your personal and sensitive personal data for which you will be charged a fee of €6.35. If at any time you wish us, or any company associated with us, to cease processing any of the personal data or sensitive personal data we hold, or to cease

contacting you about products and services, please write to the Compliance Officer at the UK address shown above.

## 12. Conflicts of Interest

Occasions can arise where we or one of our associated companies, clients or product providers may have a potential conflict of interest with business being transacted with you. If this happens, and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions, and we will detail the steps we will take to ensure your fair treatment.

## 13. How to Claim

We will notify the insurer of any claim on your behalf. The relevant section of your policy document sets out how to make a claim and the procedures outlined within that section form an integral part of our contract with you. In addition, you should be aware that you, or any other person claiming against you under your policy, must send any claim form, summons or other correspondence to us immediately, unanswered. In the event of a theft, attempted theft, or malicious damage, you are also required under the terms of your insurance to notify the Garda immediately. In the event of a claim being made on your policy, your annual premium must be paid in full.

## 14. Our remuneration

Our income is generated from a combination of brokerage fees (as set out in section 6 above) and commissions from insurers. The commissions we receive are not offset against our fees. The brokerage fees that apply to you are set out in the information we will send you as part of your policy information. Full details of our remuneration are available upon request.

## 15. Renewing your Policy

Shortly before renewal, we will send you a renewal invitation containing information on the premium due and the details we hold. It is important you check your details are accurate and tell us about any change to your circumstances.

To ensure that we continue to offer a policy that meets your requirements we may offer an alternative insurer at renewal. If you are happy with your quote to renew with the insurer offered, there may be nothing further for you to arrange and your card may be automatically debited for your renewal. **Further details of whether or not your policy will be automatically renewed will be confirmed on your renewal invite.**

If you do not wish us to renew your policy automatically, please inform us at any time up to 7 days before your renewal date. **If we do not hear from you to the contrary, we will take this as your authority to process your renewal and will set up the policy offered on your behalf.** Please note that if we confirm your policy will not be auto-renewed, cover will cease on your renewal date unless you contact us beforehand to make a payment. We will retain your debit/credit card details for the purpose of automatic renewals and to pay or refund other premiums that may become due upon changes to the policy. If you do not want us to retain these details please contact our Customer Services Team on 1800 298 551.

## 16. Fraudulent and False Claims

We will gather information from you and submit this information to insurers. If you knowingly make a claim that is false or fraudulent in any way, your policy will become void and no payment will be made against the claim.

## 17. No Claims Bonus

If you have informed us that you are entitled to No Claims Bonus but this is not validated by yourself with the relevant proof, your policy may be subject to an additional premium, it may be cancelled or be made null and void from the inception date of your policy.

## 18. Reasonable Precaution

You must take all reasonable steps to keep all property insured through us in a safe condition and to protect it from damage, including fire, theft or attempted theft, malicious damage and someone taking it without your permission. You must also make sure you satisfy all the legal requirements relating to your property and its ownership.