

## Carole Nash Insurance Consultants Limited 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, trading as Carole Nash, 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 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

Carole Nash Insurance Consultants Ltd is an intermediary and 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 and these are listed below.

#### Additional Products:

For Helmet and Leathers and Personal Accident, Combined Helmet & Leathers and Personal Accident, or Combined Irish & European Breakdown and Legal Expenses we select one insurer for each product.

Please refer to your Insurance Product Information Document for details of your insurer. A list of all the insurers we transact with is provided below:

Insurer	Product(s)	Insurer	Product(s)
Ageas Insurance Limited	Motorcycle, Classic Car, Personal Accident, Helmet and Leathers	Zenith Insurance Plc	Motorcycle, Classic Car
Inter Partner Assistance SA	Irish & European Breakdown	Great Lakes Insurance SE	Legal Expenses

### 3. Ownership

Carole Nash is part of the Ardonagh Group who have a direct holding in our business. For more information about the group, please visit <http://www.ardonagh.com/>

### 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 complaints 1800 298 551  
In writing:  
Compliance Department  
Carole Nash Insurance Consultants Ltd  
Trafalgar House  
110 Manchester Road  
Altrincham  
Cheshire  
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 can refer the matter to the Financial Ombudsman Service who will review your case on an independent basis.

The address is:  
Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR  
Tel: 0044 800 0234 567 or 0044 300 123 9 123 (from mobile or non BT lines)  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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, please do on our contact details above.

## 5. Compensation

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 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.

Type of transaction	Fee
Instalment Plan Credit Fee	12% interest rate
<b>Mid-term changes:</b> Change of address Change of personal details Change of registration Change of vehicle	€25.00 €45.00 €45.00 €45.00
Credit/Debit card defaults and returned cheques	€15.00
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 & Leather & 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 number of days cover provided since the policy started. If you wish to cancel your policy within 14 days we require any instructions from you in a prescribed written format, which includes permission to allow us to deduct the fees due 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.

### **Discounts and cancellation:**

If you cancel your policy before the end of the 12 month term we will pro-rata any discount that was applied when you took out the policy. For example, if you received a discount of €12 and the policy is cancelled six months into the 12 month policy term, you will be expected to pay €6 for the unused portion of the discount.

## 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. Applicable law

Irish law applies to your relationship with us. Similarly, unless you and your insurer agree otherwise, Irish Law applies to your relationship with your insurer and your insurance contract.

## 12. Your personal information

In order for us to provide our services to you it is necessary that we collect certain information from you in order to administer your insurance contract. This information includes sensitive personal information such as your health and criminal convictions; we will only use this information to provide you with an insurance policy in accordance with current Irish data protection regulations.

The information may be used for fraud prevention and detection and anti-money laundering purposes. We will also use the information you provide to analyse your shopping habits and how you use the benefits.

### **Who we will share your information with:**

We and your insurer may share your personal information with:

- Business partners to provide a service to you on our behalf, for example to administer any claim you may make;
- Organisations where we have a duty to or are permitted to disclose your personal information by law (for example if we receive a valid request from the Garda in the interest of preventing and detecting crime);
- The Motor Insurers' Bureau of Ireland (MIBI) database, that records information of all motor insurance policies for law enforcement purposes
- Fraud prevention Agencies available to the insurance industry to check information and prevent fraud;
- Third parties to recover money you may owe us to whom we may sell your debt.
- Other companies within the Ardonagh Group of companies

### **How we will contact you:**

If you have given us permission to do so we would like to inform you of our future offers and similar products that may be of interest to you. If at any point you have changed your mind and would like to tell us you can do so in writing to the Data Protection Officer to the address above or by calling our customers service team. You may also be contacted to help you manage your account for example by providing you your policy documents.

If you want any more detail on how we use your information this can be found in our privacy notice:

<https://ireland.carolenash.com/privacy-policy/>

## 13. Subject Access Requests

You have the right to ask for a copy of your data from us which we will provide to you within 30 days of your request. You can request this in writing to the address above or by calling our customer services team.

## 14. Use and storage of your information overseas

Where we pass information to service providers such as your insurers, some may process this information overseas in countries such as the United States. Where this happens appropriate measures will be in place to ensure that it is only used to administer your insurance policy and is kept secure at all times.

## 15. 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.

## 16. Our remuneration

Our income is generated from a combination of brokerage fees (as set out in section 6 above) and commissions from insurers and a third party finance provider. The commissions we receive are not offset against our fees. The brokerage fees that apply to you will have been disclosed at the point of sale and are set out in the information we will send you as part of your policy information.

### **Introducer arrangements:**

You may have been introduced to us by a third party, for which we may pay the introducer a fee. In the same way, with your consent, we may also introduce you to other third parties, for which we may receive a fee from the third party.

## 17. How to Claim

We will notify the insurer of any claim on your behalf. The relevant section of your policy booklet 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.

## 18. 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's 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 payment 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.

## 19. 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.

## 20. Your Responsibilities

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.