

**Apricot Insurance Services Limited**  
Also trading as **Byrne Insurance**  
166 Kingsway, Dunmurry, Belfast, BT17 9AD  
Tel: 02890616718  
Email: [info@apricotinsurance.co.uk](mailto:info@apricotinsurance.co.uk)

### **Accepting our Terms of Business**

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business. We draw your particular attention to:

- The section headed 'Use of personal data', specifically the paragraph explaining how 'sensitive personal data' will be used and the sub-section titled 'Credit checks'; and
- The section headed 'Premium Payment and Risk Transfer', which explains our terms for handling client money in a Non-Statutory Trust account

For your own benefit and protection, you should read these terms carefully. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us at the above address.

We reserve the right to refuse to provide any insurance product or service to you including but not limited to where we suspect that there is some form of fraud involved, where there has been any fraudulent misrepresentation made or where you fail any initial validation checks carried out by us.

### **The Financial Conduct Authority (FCA)**

The FCA is the independent watchdog that regulates financial services. It requires us to give you this document. Use this information to decide if our services are right for you.

### **Whose products do we offer?**

We offer personal and commercial insurance products from a limited range of insurers. For some insurance classes we may only use one insurer and for others we may use a range of insurers. You may ask us for a list of the insurers we deal with for the insurance products we offer.

If we propose using another intermediary to help place your business, we will confirm this to you in good time before any arrangements are finalised.

We may be able to offer finance for insurance instalments through applicable finance providers. We will give you further information about this before we finalise your instalment arrangements.

### **Which service will we provide you with?**

We provide a non-advised service. We may ask some questions to find out the type of policy you are looking for to help you narrow down the search area. We will then present you with details about the policy(s) and answer any questions we can. We do not give advice and we do not recommend. Once you have the details in front of you, you will then need to make your choice about how to proceed.

### **What will you have to pay us for our services?**

Our service is often free of charge to you as we receive commission from the insurer. If we do need to charge any fee we will explain that clearly to you before you become committed to any payment.

We also charge you for handling your insurances as follows:

Personal Lines New Business:	Up to £60
Personal Lines Renewals:	Up to £49.50
Commercial Lines New Business & Renewals:	Up to £250
Mid Term Amendments:	£29.50
Cancellations: Minimum	£65 - we reserve the right to retain all commission upon cancellation
Cancellations during the "cooling off" period:	£30 - we reserve the right to retain all commission upon cancellation
Lost Certificate and/or Duplicate Policy Issue:	£20
Letter of Cover Confirmation:	£20
Paper Documents Fee:	£10 – for a paper copy of your policy document, or any part of it

It is not economic or practical to refund very small amounts. Accordingly, where a transaction would result in a refund to you from us of less than £1, this nominal amount will be retained by us as an additional service charge.

Full payment of premium and fees is due before cover commences, or as otherwise stated under terms of credit, or in the debit note, invoice or statement issued to you. Please note: your policy cover will cease if you fail to keep up payments on an instalment agreement or premium finance facility related to it. We reserve the right to legally collect any debt owing to us from you.

Where failure to supply us with proof of no claims bonus results in an additional premium and/or service charge being applied, we may (but accept no responsibility to) collect the additional amounts via your current payment method. We will give you notice of this. Alternatively, if payment or proof of no claims bonus is not received you authorise us (and we reserve the right) to instruct the insurers to cancel your insurance. We require proof of no claims bonus to be supplied to us within 7 days from the date the policy is set up by us.

We also draw your attention to the sections headed 'Cancellation of insurances' and 'Ending your relationship with us'.

In respect to Commercial policyholders, in good time before the conclusion of each insurance contract, or upon renewal, we will remind you of your right to be informed of the level of commission which we receive from underwriters. You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business.

### **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 we will, subject to a satisfactory payment history, automatically renew your policy. 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 the 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.

If we're not able to renew your policy on the same terms, we may be able to offer you an alternative policy with a different insurer. We'll let you know if this is the case in your renewal invitation. If you go ahead with this alternative policy you'll be agreeing that your data may be used to allow an alternative insurer to provide you with these terms before your existing policy expires. If you pay by direct debit and your insurer changes at renewal, we will, subject to a satisfactory payment history, automatically renew your policy as will be clearly confirmed in your renewal invitation. The above provisions apply in respect to informing us if you do not wish to renew and any cancellation refunds.

### **Material Information – your responsibilities**

Your policy will always be subject to the information you give to an insurer. Failure to give the full information could invalidate your policy and mean that a claim may not be paid. So please always check that the information you give is both correct and accurate. This is particularly important before taking out a policy but also at renewal or if you make a mid-term amendment to your policy.

If you are a commercial customer you have a duty to give a fair presentation of risk to the insurer. This means that you should disclose every material circumstance relevant to the risk being insured following a reasonable search within your business to identify and verify such information. This should include information which you and where applicable your senior management, persons responsible for arranging your insurance or other relevant third parties know or ought to know and should include all information that would influence the judgement of the insurer or that would put the insurer on notice that it needs to make further enquiries.

Examples of material circumstances are:

- Special or unusual circumstances relating to the risk
- Any particular concerns which led you to seek insurance cover for the risk; and
- Anything which those concerned with the class of insurance and field of activity in question would generally understand as being something that would be dealt with in a fair presentation of risks for this type of insurance.

The information must be presented in a way which would be reasonably clear and accessible to a prudent insurer. If you are unsure whether to disclose any information you should speak to us. You need to take into account the size & complexity of your business, and allow yourself sufficient time before your renewal date to consider and / or assess your insurance requirements. Failure to provide a 'fair presentation' may result in a number of remedies by the insurer. If the breach was deliberate or reckless the insurer can void the contract and keep the premium. If the breach was not deliberate or reckless the insurer can void the contract, proportionately reduce a claim settlement or amend the insurance policy terms and conditions then review the merits of a claim on this basis. You should therefore always provide complete and accurate information to us when we ask you about the insurance risks your business faces before taking out a policy, at renewal and throughout the life of the policy. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover.

If you are a consumer (buying insurance for personal rather than business needs) then you must answer each question truthfully, accurately, honestly, completely and to the best of your knowledge. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover. You should not withhold information in any given answer. You should not answer a question without trying to obtain the correct answer and without due consideration. You should not provide a misleading answer or an untrue answer. You must not misrepresent information you give in an answer. You should not omit important facts in any answer. If you do not understand a question in an application form then please ask for assistance. You must check all details on any proposal form or Statement of Facts and pay particular attention to any declaration you may be asked to sign.

It is important that you read all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Particular attention must be paid to any warranties and conditions as failure to comply with them could invalidate your policy. It is often wise to check insurance policies you have to make certain that the insurer holds up to date information about you and also to check that the policy still provides you with the protection you originally wanted.

You must inform us immediately of any changes in circumstances which may affect the services provided by us or the cover provided by your policy.

If you are unsure about any matter, please contact us for guidance.

#### **Who regulates us?**

Apricot Insurance Services Limited is authorised and regulated by the Financial Conduct Authority in respect of insurance mediation and we can also act as an introducer for mortgages and investment insurance products. Our FCA number is 564655.

You can check this on the Financial Services Register by visiting the FCA's web site [www.fca.gov.uk](http://www.fca.gov.uk) or by contacting the FCA on 0845 606 1234.

#### **Ownership**

Apricot Insurance Services Limited is privately and independently owned although it has similar ownership connections with Seopa Ltd who operate the insurance quote comparison brands [Quotezone.co.uk](http://Quotezone.co.uk) and [CompareNI.com](http://CompareNI.com). This has no impact on how Apricot Insurance Services Limited is operated or controlled as the companies are completely separate businesses. Apricot Insurance Services Limited also trades as Byrne Insurance.

#### **What to do if you have a complaint**

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

...**in writing** to Apricot Insurance Services Limited, 166 Kingsway, Dunmurry, Belfast, BT17 9AD

... **by e-mail** to [complaints@apricotinsurance.co.uk](mailto:complaints@apricotinsurance.co.uk)

Once you have made your complaint we will try to come back to you as soon as possible in accordance with our complaint handling procedures; a summary of these procedures is available on request.

If the complaint is about something Apricot Insurance did then we will deal with it ourselves.

If the complaint refers to another company we will make this clear to you and will refer the complaint to the other company.

Where we are involved we will try to investigate and review your complaint in a fair and prompt manner. If we are unable to respond to your complaint straight way we will acknowledge your complaint within 5 working days and advise when we hope to respond. We will always keep you informed of how your complaint is progressing. We will tell you who will be dealing with it.

If you cannot settle your complaint with us or you are still not satisfied with the outcome, you may be entitled to refer it to the Financial Ombudsman Service (FOS).

For further information you can visit FOS website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Access to the FOS is available for complainants coming within one of the following categories at the time we receive their Complaint:

- Consumers (private individuals acting for purposes which are wholly or mainly outside that individual's trade, business, craft, or profession)
- Businesses employing fewer than 10 persons and with a turnover or annual balance sheet total not exceeding €2 million

- Charities with an annual income of under £1 million
- Trustees of a trust with a net asset value of under £1 million

### **Telephone Call Recording**

Calls to and from our office are recorded and monitored for our joint protection and to improve our service.

### **Are we covered by the Financial Services Compensation Scheme (FSCS)?**

We are covered by the 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, 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 on 0800 678 1100 (Freephone) or 020 7741 4100 or [www.fscs.org.uk](http://www.fscs.org.uk)

### **Premium Payments and Risk Transfer**

Our financial arrangements with most insurance companies are on a 'Risk Transfer' basis. This means that we act as agents of the insurer in collecting premiums and handling refunds due to clients. In these circumstances such monies are deemed to be held by the insurer(s) with which your insurance is arranged. You will be notified if Risk Transfer does not apply and such monies will then be held by us in a Non-Statutory Trust account pending payment. The establishment of the Non-Statutory Trust account follows FCA rules introduced to protect money held by authorised intermediaries. However, you should be aware that, under the Non-Statutory Trust account rules, we are permitted to use such monies temporarily held to advance credit to clients generally. A copy of the Deed of Trust is available on request or may be inspected at our premises during normal office hours. If you object to your money being held in a Non-Statutory Trust account, you should advise us immediately. Otherwise, your agreement to pay the premium together with your acceptance of these Terms of Business will constitute your informed consent to our holding your money in a Non-Statutory Trust account. Interest earned on monies held in such a Non-Statutory Trust account will be retained by us.

Please note that for money laundering purposes we do not accept cash payments above £1000.

For the purpose of some transactions, client money may pass through other authorised intermediaries before being paid to the insurer.

### **Cancellation of insurances**

You should make any request for the cancellation of a policy in writing or by calling us on 02890616718 and any relevant certificate of insurance should be returned to us thereafter. Cancellation will be subject to any explicit policy terms or conditions.

All calls are recorded and any call requesting cancellation of a policy will be saved to your file.

In the event of cancellation, charges for our services will apply in accordance with the 'What will you have to pay us for our services' section above.

The terms of your policy may allow insurers to retain the premium in full, which may include situations where:

- you cancel while a claim is outstanding - you will likely have to pay all outstanding payments due before the claim can be settled; or
- you cancel after a claim has been settled - you will likely have to pay all outstanding payments due.

Similarly, the terms of your policy may allow insurers to charge short-period premiums in the event of cancellation before the policy expires.

In the event that there is an outstanding balance owed to us we will request payment at the point of cancellation on the call.

In the event that a refund is due to you this will be processed within 5-10 working days.

### **Ending your relationship with us**

Subject to your immediate settlement of any outstanding premiums and fees, you may instruct us to stop acting for you and we will not impose a penalty.

Your instructions must be given in writing and will take effect from the date of receipt.

In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice. Valid reasons may include but are not limited to non-payment of premium or fees, commission clawback by insurers where instructions are given to another party to handle the customer's insurance(s), failure to provide requested documentation or information, deliberate failure to comply with terms set out within the terms of business or insurer's documentation, deliberate misrepresentation or non-disclosure or attempted fraud, use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers.

Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed according to these Terms of Business. You will be liable to pay for any transactions concluded prior to the end of our relationship and we will be entitled to retain commission received for conducting these transactions, together with all fees charged by us for services provided (where applicable).

#### **Acting for Insurers**

On occasion insurers may ask us to act on their behalf as an agent. When we do so it is under strict instructions the insurer gives us. We will tell you when that occurs and what that means for you.

#### **Use of personal data**

We will process any personal information we obtain in the course of providing our services to you in accordance with the Data Protection Legislation. In administering your insurances and where applicable arranging premium finance it will be necessary for us to pass such information to insurers and other relevant 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. We may contact you in order to promote products or services which may be of interest to you. 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. 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 us at the address shown above.

We use Google Analytics to help analyse where visitors go and what they do while visiting our website. Google may also use anonymous information about your visits to this and other websites in order to improve its products and services and provide advertisements about goods and services of interest to you. If you would like more information about this practice and to know your choices about not having this information used by Google, click here:  
<https://tools.google.com/dlpage/gaoptout>

We use a debt collection service and in the event of any outstanding balance being owed to Apricot Insurance we may pass your details on if required to recover the amount owed. Any details will be sent confidentially and securely via password encryption.

#### **Credit checks**

We, and other firms involved in arranging your insurance (insurers or premium finance companies) may use public and personal data from a variety of sources including credit reference agencies and other organisations. The information is used to help tailor a price, to ascertain the most appropriate payment options for you and to help prevent fraud. Any credit reference search will appear on your credit report whether or not your application proceeds. If you have any questions about this or any other matter, please do not hesitate to contact us.

#### **The use of credit when paying premiums**

Any offer of credit made by a credit firm will be conditional only until such point as the credit firm checks its records and information obtained from one or more credit reference and fraud prevention agencies. This may take up to 48 hours or longer in some instances. If your application is approved, the credit firm will write to confirm this and you will receive a credit agreement by post. If credit is declined, you will need to make alternative arrangements for the payment of your premium in full within a period of time notified to you by us and where payment is not made within the notified period then your policy will be cancelled.

**Conflict of interests**

Occasions can arise where we, or one of our clients or product providers, may have a potential conflict of interest with business being transacted for 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 fair treatment.

**Claims handling arrangements**

You should take note of the required procedures in the event of a claim, which will be explained in the policy documentation. Generally, insurers require immediate notification of a claim or circumstances which might lead to a claim. We will employ due care and skill if we act on your behalf in respect of a claim.

If we act on behalf of an insurer in negotiating and settling claims, we will inform you that we will be acting on behalf of the insurer, not yourselves, before your insurance arrangements are concluded and again at the point of claim.

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