

Terms of Business Agreement for ETA Services Ltd

Please read these terms of business as they might affect your policy cover.

ETA Services Ltd (the ETA) acts as your agent and accepts responsibility for the advice given and for arranging your insurance. We are an independent intermediary offering insurance products from a range of insurers, independent insurance intermediaries and authorised underwriting agents. We have selected these insurers because they offer value for money and good quality service, details of which will be provided before you are committed to any particular product.

The Financial Services Authority (FSA)

The FSA is the independent watchdog that regulates financial services. You should use the information detailed in the 'Key Facts' portion of your policy document to determine if our services are right for you. We are authorised and regulated by the FSA. Our FSA Register number is 313965. Our permitted business is arranging, advising on, dealing as an agent of insurers and clients and assisting in claims handling with respect to general insurance contracts. You can check this on the FSA's register by visiting www.fsa.gov.uk/register/ or by contacting the FSA on 0845 606 9966.

Our Service

We aim to provide a fast and efficient service to you on a wide range of commercial and personal insurances. After we have assessed your insurance demands and needs we will provide advice and recommendations to ensure you are aware of the need for appropriate insurance products and assistance with claims when they arise. Documentation will be issued in a timely manner.

Disclosure

You must tell us of any material facts which might influence the insurers' decision to accept your policy or what terms to apply. It is your responsibility to ensure that what you tell us is true and correct before the inception of a policy after which you will be deemed to have provided all the information requested. The ETA does not accept any responsibility for the information contained on the form after you have seen it.

Failure to disclose material facts may invalidate your insurance and could mean that part, or all, of a claim may not be paid. However it is our practice to retain documentation in electronic or paper format for at least six years. For some types of insurance it is possible that a claim may be made under a policy after its expiry so it is important that you keep such documents safely.

Changes

The ETA cannot in all cases maintain a permanent record of such information disclosed to it and therefore it is your responsibility to ensure that all proposal forms and statements are correct and you tell us of any changes to material facts. Any relevant changes in circumstances or in the risk must be notified to us as soon as you become aware and cover might, in certain circumstances, be invalid until the insurer has accepted the changes. This responsibility for you to disclose all material facts arises at inception, during the currency of a policy and at each renewal.

Mid-Term Adjustments

Amendments to policies after inception can normally be arranged upon receipt of full details. These are subject to

acceptance by insurers and payment of the premium quoted by the ETA. Quotations will be based upon the difference between the original and the amended premiums and then calculated on a pro rata basis to the normal expiry of the policy, unless otherwise determined by the insurer. Insurance premium tax will be included as applicable.

Renewals

Renewals are invited on the understanding that there have been no changes in the risk (see disclosure and changes above).

Accuracy

The onus is upon you to ensure that all information supplied to the ETA is accurate and we cannot accept any responsibility in the event of such information being inaccurate. You must, upon receipt of a policy document, check that the policy accurately reflects your instructions and changes required are notified to the ETA immediately.

Block transfers

In respect of some classes of insurance we may operate block insurance arrangements in order to provide competitive terms. On occasion it will be necessary for us to transfer such blocks from one insurer to another where this is beneficial for you. This document constitutes both your acceptance that we may do this and your prior request for us to do so.

Canceling a policy

We hope that you are happy with the policies that we provide. You might have the right to cancel annual policies within fourteen days or [thirty days if commercial] of the start date of the



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policy without giving any reasons and you will receive a full refund unless a claim has been made. For travel and cycle insurance policies, certain claim payments might cancel your policy, please refer to your policy document for details. Should you cancel after fourteen days we will credit your ETA customer account with an amount proportionate to the unexpired period remaining on the policy for a maximum of three years. The ETA reserves the right to withdraw and cancel insurances if you fail to pay premiums or instalments of premiums on demand, or fail within seven days of a written request from us, to provide any documentation or information required by us. In the event of our cancelling a policy after inception or renewal our fees or commission will not be returnable.

Payment of Premiums

Unless otherwise agreed, premiums are payable upon demand and cover will be effective from the time payment is received. Payment may be made by cheque, certain credit and debit cards and via direct debit.

Unless an acceptable reason for non payment by the due date is given and acknowledged and agreed in writing by the ETA, it will be assumed that further cover is not required and we reserve the right to cancel or lapse the policy or cover. Receipts will only be issued if specifically requested. Reimbursements will only be paid once we have received the full annual payment.

Handling of Client's Premiums

Under the FSA's client money rules the ETA is required to keep your money separate from our money which we will do by paying your money into a segregated bank account on trust for you or we hold your money as an agent of the insurer in which case your policy is treated as being paid for. The ETA will retain any interest earned on client money. By accepting this document you

are giving your consent for the ETA to operate in this way.

Payment to Third Parties

The ETA may transfer client money to another person or company such as another broker or settlement agent for the purposes of effecting a transaction on your behalf through that person or company.

Commission and Administration Fees

The ETA receives, in most cases, a commission from insurers that is earned by us when the premium is received and paid into the segregated bank account. This is normally a percentage of the premium plus any applicable IPT. Commission rates are variable and do not in many cases reflect the work done by the ETA in arranging the cover and servicing. In such cases, the ETA will add to the premium, broking and administration fees. Any such fee and the reason for the fee will always be notified to you in advance and is non refundable in the event of cancellation after the initial cancellation period has expired. Upon request, we will disclose any commission, remuneration or payment we receive for arranging the insurance and any additional general insurance related activities.

Claims and Incidents

You are reminded of the conditions included in the policy and the fact that non-compliance may invalidate cover. You should tell us without delay of any incident that could possibly give rise to a claim and where appropriate complete a report form. All correspondence, claims, writs, summonses, and similar documents should be forwarded immediately, unanswered, either to the ETA or to the Insurer. The ETA will act with due care, skill and diligence when acting for a customer in relation to a claim and avoid conflicts of interest.

Market Security

We cannot guarantee the future ability of any insurer to meet their policyholder obligations under their policies and therefore the final decision as to the suitability of any insurer rests with you. However, all of the insurers with whom we place business are authorised and regulated by the FSA unless we notify you to the contrary.

Money Laundering/Proceeds of Crime Act

Claims payments will be made in favour of the name shown on the policy. If payment is required to a third party a signed mandate instruction is required for the insurer to make payment to a specific payee along with a brief explanation of the request.

Confidentiality

The ETA's files are confidential and we reserve the right to refuse to discuss matters relating to your insurance or other details held by us with any person other than you or your legal representative.

The ETA will treat all your information as confidential (even when you are no longer a customer) except where the disclosure is made at your request or with your consent in relation to administering your insurance and except where law requires us. In accordance with data protection legislation including the Data Protection Act 1998 you are entitled to copies of personal data held by us upon written application. If you do not wish to receive marketing material from us please let us know.

Complaints Procedure

We do everything we can to make sure that you receive the high standard of service you expect. If you feel you have cause for complaint regarding the information and advice related to your policy, you should contact us.



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You can contact us by writing to the Member Services Manager, ETA Services Ltd, 68 High Street, Weybridge, KT13 8RS, telephone 0845 389 1010 or by email via feedback@eta.co.uk

If it is not possible to reach an agreement, you might have the right to make an appeal to the Financial Ombudsman Service. You may contact the Financial Ombudsman Service by letter: Financial Ombudsman Service, 183 Marsh Wall, London E14 9SR or by visiting www.financial-ombudsman.org.uk or telephone: 0845 080 1800.

This does not affect your statutory rights.

Compensation arrangements

We are covered by the Financial Services Compensation Scheme (FSCS). You might 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. Further information about compensation scheme arrangements is available from the FSCS on 020 7892 7300 or by visiting www.fscs.org.uk.

Terms of Business Agreement

The terms and conditions set out in this agreement shall be binding on both the ETA and on you the customer and will govern our relationship.

No variations to these terms and conditions shall be valid unless it is in writing and signed by the managing director of the ETA. The ETA's staff are not authorised to agree to any variation to these terms and conditions but we might vary them from time to time provided always that you are notified and agree to the change.

Law Applicable to Contract

The ETA, you and insurers are free to choose the law applicable to contract. In the absence of an agreement to the contrary the law of England will apply.

Cancellation of this Agreement

This agreement may be terminated by either party giving fourteen days' notice in writing to the other. In the event that our services are terminated by you we shall be entitled to retain any fees or commission due.

ETA Services Ltd, 68 High Street, Weybridge, KT13 8RS

Authorised and regulated by the Financial Services Authority

At ETA our literature is printed on 100% recycled paper from post consumer waste, is fully recyclable and biodegradable, totally chlorine free, elemental chlorine free, NAPM approved, long life archival usage approved, Nordic Swan environmental awarded and is produced in a mill that holds ISO 14001 certification. Help us help you to make this a better world – 1 January 2010.



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