

## CITYGATE INSURANCE SERVICES LIMITED

(incorporating CRN Citygate Insurance, General & Commercial Insurance Services Ltd, Harold Pike & Staff Services Insurance)

### TERMS OF BUSINESS FOR CONSUMERS

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business (TofB). For your own benefit and protection, you should read these terms carefully. If you are unsure about any aspect of this TofB or have any questions regarding our relationship with you, please contact us.

#### Financial Conduct Authority (FCA)

Citygate Insurance Services Ltd is authorised and regulated by the Financial Conduct Authority (FCA). Our FCA registered number is 480041.

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

You may check this on the FCA's register by visiting the website [www.fca.gov.uk/register/](http://www.fca.gov.uk/register/) or by contacting the FCA on 0845 606 1234.

#### Our Statutory Status

Citygate Insurance Services Limited is an independent broker registered in Northern Ireland: NI065299.

Our registered office address is Flannigan Edmonds Bannon, Pearl Assurance House, 2 Donegall Square East, Belfast, BT1 5HB.

Our main offices are located at 7-11 Linenhall Street, Belfast, BT2 8AA.

#### Our Service

We act as an insurance intermediary, not an insurer. We will usually act on your behalf when arranging your insurances, when helping you make any changes to your policy, when you renew your insurance and in the event of a claim. If there are any circumstances where we act as an agent of the insurer, we will let you know the capacity in which we act before we finalise your insurance arrangements. Where we can offer the availability of an instalment facility we act as a credit broker.

Our role is to advise you and after we have assessed your needs to make a suitable personal recommendation explaining why the insurance product recommended best meets your requirements. Where we can offer the availability of an instalment facility to pay the insurance premium, we will not make personal recommendations but may ask you some questions to narrow the selection of options available; you will then need to make your own choice about how to proceed. In some circumstances we do not provide advice and if advice or a recommendation has not been made we will confirm in separate documentation before finalising your insurance. We offer a wide range of personal insurance products. We are not under a contractual obligation but we only select caravan, event, GAP, legal expenses, motorbike, pet, rent guarantee and travel products from a limited number of insurers, rather than on the basis of a fair and personal analysis of the market. Please see a full list of insurers we deal with on page 5 attached.

For some types of policy we arrange, you may need to deal directly with the insurer for ongoing policy administration or to make a claim. We offer a service to assist you with any claim you need to make.

#### Your Responsibility

You are responsible for answering any questions honestly and to the best of your knowledge, providing the complete and accurate information which insurers require in connection with any proposal for insurance cover. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover. 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 fail to disclose information, or misrepresent any fact which may influence the insurer's decision to accept the risk or the terms offered, this could invalidate the policy and mean that claims may not be paid. 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.

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.

You should always consult us if you are in any doubt on any aspect.

#### Documentation

We endeavour to ensure that documentation is issued in a timely manner. However, we can be reliant on the administration of the insurers that we use. We will issue documentation within 5 days of receipt of the correct documents from your insurer.

Your policy documentation will confirm the basis of the cover, give details of the insurer, and be accompanied by a policy summary. Although we will check the policy documents we send you, you are responsible for reviewing the policy to ensure that it accurately reflects the cover, conditions, limits and other terms you require. If there are any discrepancies you should advise us immediately.

Prior to the conclusion of the contract you will be given a statement of demands and needs. You should read this carefully. It will set out your demands and needs and confirm whether the contract has been personally recommended and, if so, the reasons for making that recommendation.

You will be provided with renewal terms in a durable medium in good time before expiry of your policy. Attached to the renewal terms will be a statement of any changes to the terms of the policy, and changes to directive-required information (information required under EU Directives), a statement of price and information about cancellation.

You will be given an explanation of any changes, where necessary and in good time, which may appear in your policy and you will be advised of your right to request a new policy document.

For some types of insurance cover it is possible that a claim may be made under a policy long after its expiry date and it is therefore important you keep the documents safely.

#### Security

We endeavour to place business with insurers with adequate levels of financial solvency but cannot guarantee the solvency of any insurer.

#### Fees and Charges

We normally receive commission from insurers, product providers and, where applicable, finance providers.

- Any commission we receive will be paid by the insurer or product provider from the insurance premium.
- Any commission we receive from the premium finance provider will be paid from the finance repayment.

In addition to premiums / charges made by insurers, we make the following charges to cover the administration of your insurance. You will be advised of those charges and all costs before you proceed.

• New policies	£25.00
• Renewal of policies	£25.00
• Mid term adjustments	£25.00
• Mid term cancellations	£25.00

### Payment Methods

Debit card	Delta, Electron, Switch, Maestro
Credit card	MasterCard, Visa
Cheque	payable to Citygate Insurance Services Ltd
Direct debit	monthly instalments through Premium Credit Ltd, Close Brothers Finance or your insurer

All premiums must be paid in full to the insurer at the start of cover. However, providing you meet the required criteria, an instalment arrangement can be set up through the finance providers Premium Credit Ltd, Close Brothers Finance or your insurer. This arrangement allows us to pay the full premium to the insurer and meet the full cost of your insurance. From this point on this constitutes a Loan Agreement for money and no longer relates to the arrangement of your insurance.

Instalment facilities are not available on all policy types and are subject to status.

All loans are subject to an interest charge and should be considered carefully before entering into. Terms and conditions may apply and are subject to status.

### Non Payment

In the event of default on an instalment agreement with any of our finance companies, they will attempt to contact you by phone or letter to advise of the missed payment. Please see the loan agreement you hold with the finance company for default charges, as these will vary depending on your lender.

### Handling Money

We hold client money; however, our financial arrangements with most insurance companies are on 'Risk Transfer' basis. This means 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 insurers 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 the rules which the FCA 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. Any interest earned on monies held in such an account will be retained by us.

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

### Cancellation (applicable to Personal Lines/Retail customers only)

If you change your mind having examined your policy document, and you decide that you do not want the insurance policy, you have a statutory right to cancel the policy and receive a refund of any premium paid for the unexpired period of cover, provided that you have not made a claim under the policy. You must return your current policy certificate or cover note. This right extends provided that you notify us in writing within 14 days of the start date of your cover, or the date on which you receive the terms and conditions of your policy, whichever is later. In such cases we do not apply a cancellation fee.

Some insurers will charge a minimum time on risk charge.

If after the 14 day period has expired and you require to cancel, you must return your current policy certificate or cover note, together with a brief written request and reason for cancellation (cancellation will not be effective until we or the insurer receive the documents). Please check your policy booklet for insurer cancellation fees.

In the event of policy cancellation (whether requested by you or instigated by us), we will calculate the amount of premium due to the insurer for the period on cover and the amount of premium you have paid (excluding any arrangement fees or loan charges due). If you have not paid sufficient premium in respect of the time on cover, you will be responsible to pay the balance.

### Refunds

Where you are entitled to a refund, after we receive the rebate or confirmation of the rebate from the insurer, we will forward the refund to you. Please allow up to 21 days to receive a cheque.

Where a refund is due under your insurance but you are still due to pay monies to Citygate e.g. remaining instalments, we will usually offset monies owed with the credit to reduce your remaining instalments accordingly.

### Claims

In the event of an incident which may give rise to a claim under your insurance, you must advise us as soon as possible.

For car, motorcycle, household and travel incidents you should call the claims helpline number shown on your policy documentation.

For any other claims, please contact us in the first instance using the normal contact number.

You should not admit liability for any damage or injury, nor agree to any course of action, other than emergency measures necessary to minimise any loss, until you have agreement from your insurer. If there has been a theft or attempted theft, you must tell the police immediately. If you receive a writ, summons or other legal documents or letters, you must send them to the claims handler promptly.

In the event that your insurer becomes insolvent or delays making settlement, we do not accept liability for any unpaid amounts.

### 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 ToFB 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

## Complaints

We are committed to providing a first class service to our customers. However, if you have cause to complain we would ask you to contact us at Citygate Insurance Services Limited, 7-11 Linenhall Street, Belfast, BT2 8AA in writing, by phone 02890 315800, fax 02890 236134 or email [colin@citygateinsurance.co.uk](mailto:colin@citygateinsurance.co.uk).

When dealing with your complaint, we will follow our complaint handling procedures; a summary of these procedures is available on request. If you are still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service at Exchange Tower, Harbour Exchange, London, E14 9SR. 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

Your insurer also operates a complaints procedure, details of which you will find in your policy documents.

## Compensation

We are covered by the Financial Services Compensation Scheme (FSCS) for our insurance mediation activities. You may be entitled to compensation if we or your insurer cannot meet our obligations.

This depends on the type of business and the circumstances of the claim. If you are eligible to claim from the FSCS, compensation is available as follows:

- 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 or Employers Liability), 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).

## The Processing of Your Personal Data

In your dealings with us you may provide us with information that may include data that is known as personal data. Where we process personal data we comply with statutory data processing requirements as set out by the Data Protection Act 2018. The personal data we will collect will include information relating to your name, address, date of birth, contact details and criminal offences.

We will process your personal data to allow us to provide you with our services as your insurance broker in quoting for, arranging and administering your insurances (and in arranging insurance premium finance where applicable). Your personal data will also be used to manage future communications between ourselves. Where you have agreed, or in circumstances where to do so will be in our mutual interests, your personal data will be used to provide you with further information about our wider products and services.

You can opt out from receiving such communications by e-mailing [admin@citygateinsurance.co.uk](mailto:admin@citygateinsurance.co.uk). In processing personal data for insurance purposes about health or criminal offences, we will only do so to enable us to provide our service to you and on the basis of it being in the public interest.

We will only use your data for the purpose for which it was collected. We will only grant access to or share your data within our firm or other firms associated with us, with other authorised third parties and product and service providers such as insurers and premium finance providers where we are entitled to do so by law under lawful data processing.

The Data Protection Act 2018 provides you with Access Rights that allow you to gain an understanding on the data being processed, who we share it with, for what purpose, why we need to retain it and retention periods, to object to the processing and to place restrictions on the processing, to request copies of your data and to request the deletion of your data.

If you require further information on how we process your data or you wish to exercise your rights, please contact us by emailing [admin@citygateinsurance.co.uk](mailto:admin@citygateinsurance.co.uk) or by writing to Citygate Insurance Services Ltd, 7-11 Linenhall Street, Belfast BT2 8AA or by telephoning 028 9031 5800. How we process your personal data is detailed further within our Privacy Notice as attached.

## Conflicts of Interest

It is our policy to manage any conflict of interest. Where a conflict arises we will advise you of this in writing before proceeding to provide any business service.

## Severability

If at any time one or more of the provisions in this agreement is or becomes invalid illegal or unenforceable in any respect under any law or regulation the validity legality and enforceability of the remaining provisions of this agreement will not as a result be in any way affected or impaired.

## Contracts (Rights of Third Parties) Act 1999

Unless otherwise agreed between you and us no terms of this agreement will be enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.

## Law & Jurisdiction

In the absence of an agreement to the contrary the law of England and Wales will apply to these terms and conditions. If you reside in (or in the case of a business policyholder, the registered office / principal place of business is in) Scotland, Northern Ireland, the Channel Islands or the Isle of Man, the law applicable to that appropriate country will apply. The language used in these terms and any communications relating to them will be in English.

**Contacting Citygate:**

**Belfast Office**

**Post:** Citygate Insurance Services Ltd  
7-11 Linenhall Street  
Belfast  
BT2 8AA

**Telephone:** 02890 315800  
**Fax:** 02890 236134  
**Email:** admin@citygateinsurance.co.uk

**Guisborough Office**

**Post:** Citygate Insurance Services Ltd  
4 Highcliff View  
Westgate  
Guisborough  
TS14 6AY

**Telephone:** 01287 639639  
**Fax:** 01287 639543  
**Email:** admin@citygateinsurance.co.uk

**Peterborough Office**

**Post:** Citygate Insurance Services Ltd  
Anteon House  
Newark Road  
Peterborough  
PE1 5FL

**Telephone:** 01733 897942  
**Fax:** 01733 555563  
**Email:** admin@citygateinsurance.co.uk

**London Office**

**Post:** Harold Pike  
820 Green Lanes  
Winchmore Hill  
London  
N21 2RT

**Telephone:** 020 8360 4741  
**Fax:** 020 8360 5967  
**Email:** admin@citygateinsurance.co.uk

Calls may be recorded for training and monitoring purposes. This also helps us to resolve any problems quickly, should they arise.

Citygate Insurance Services Limited is a member of the British Insurance Brokers' Association.

## Insurer List

ABC Insurance  
Ageas Insurance  
Allianz Insurance  
Andrew Copeland Insurance  
Anthony Wakefield Insurance  
Aviva Insurance  
AXA Insurance  
Bannerman Rendell  
Broker Direct Insurance  
CBI Insurance  
Citybond Suretravel Insurance  
Commercial Express  
Covea Insurance  
DAS Group  
Dual Corporate Risks  
E&L Insurance  
ERS Insurance  
Event Insurance  
Geo Personal Lines  
Gresham Underwriting  
Hagerty Insurance  
Highway Insurance  
Home & Legacy Insurance  
iPrism Underwriting Agency  
Legal & General Insurance  
LV= Broker  
Markerstudy Insurance  
Marmalade  
Midas Insurance  
MIS Travel  
Nationwide Broker Service  
Navigator & General Insurance  
Nice 1  
NIG Insurance  
Oak Underwriting  
Ocaso Insurance  
Pen Underwriting  
Prestige Insurance  
Plum Underwriting  
Rentguard Insurance  
RSA Insurance  
Sabre Insurance  
Sun World Travel  
U-Sure Insurance  
Vasek Insurance  
Zurich Insurance