

TERMS OF BUSINESS.

Accepting our Terms of Business (TOB). By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these TOB. We draw your particular attention to: The section headed 'Personal Data'; and the section headed 'Handling Money', which explains our terms for handling client money in a Non-Statutory Trust account. If you are unsure about any aspect of our TOB or have any questions regarding our relationship with you, please contact your branch.

The Financial Services Authority (FSA). Marionette Facilities Ltd trading as BP Insurance Brokers is authorised and regulated by the FSA. Our FSA Register number is 307072. Our permitted business is advising, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts. You may check this on the FSA's register by visiting the FSA website, www.fsa.gov.uk/register or contacting the FSA on 0845 606 1234.

Our Service. Our role is to advise you and, after we have assessed your needs, to make a suitable recommendation. In situations where we are able to arrange insurance for you but do not offer advice, we shall confirm the position to you in writing. We will not in any circumstance act as an insurer nor guarantee or warrant the solvency of any insurer. In the majority of cases we select products from a range of insurers. In respect of Breakdown, Caravan, Claims Assistance, Home Assistance, Liability, Pleasure Craft and Travel insurances we may only quote with a single insurer. In other cases where a limited panel or single insurer is used we will advise you. English law governs all contracts effected via us. You do have a choice in that you can request the law of any EEC state; however we can only transact business if English law applies. At all times we aim to treat our customers fairly. If you believe you have not been treated fairly, please immediately contact your branch manager.

Complaints & compensation. We aim to provide you with a high level of customer service at all times, but if you are not satisfied, please contact your branch. If you are still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service (except in the case of a business with a group annual turnover of £1m or more, a charity with an annual income of £1m or more or trustees of a trust with a net asset value of £1m or more). We are covered by 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 100% of the first £2000 and 90% of the remainder 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% without any upper limit. Further information about compensation scheme arrangements is available from the FSCS on 020 7892 7300 or www.fscs.org.uk.

Payment for our services. We normally receive commission from the product providers and charge fees in addition to the commission earned for handling your insurance as follows. Fees for standard Personal insurance New Business & Renewals will be £12.50. Fees for standard Personal insurance Mid Term Adjustments or Cancellations will be £17.50. Fees for standard Renewal Alternatives, standard duplicate insurance documents, dishonoured cheques, or other failed payment instruments will be £15.00. Fees for Standard Commercial insurance & Non Standard business will be advised before they are charged. We may receive additional payments from third party finance houses, claims handlers or for referral to other intermediaries. In the event of a claim under your policy any outstanding instalment balance becomes due immediately. You will be advised of the total amount payable, including taxes, commissions & fees before you incur any liability to pay. We also draw your attention to the sections headed 'Cancellation of Insurances' and 'Ending your relationship with us'. Any monies refunded by a product provider of £5.00 or less will be retained by us.

Handling Money. 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. If Risk Transfer does not apply such monies will be held by us in a Non-Statutory Trust (NST) account pending payment. The establishment of the NST account follows the rules which the FSA introduced to protect money held by authorised entities. However, you should be aware that, under NST account rules we are permitted to use such monies 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. If you object to your money being held in a NST account you should advise us immediately. Otherwise, your agreement to pay the premium together with your acceptance of these TOB will constitute your informed consent to our holding your money in a NST account. Interest earned on monies held in such a NST account will be retained by us.

Cancellation of Insurance. You should make a request for cancellation of a policy in writing and any relevant certificate of insurance should be returned to us or the insurer concerned. In the event of cancellation, charges for our services will apply in accordance with the fees indicated above. The terms of your policy may allow the insurer to retain the premium in full, or to charge short-period premiums in the event of cancellation. We do not refund commission or charges in the event of cancellation. Cancelling or failure (Default) of a credit plan does not cancel your policy. We reserve the right to cancel your policy at any time should such a plan Default. We will collect any premium refund from the insurer(s) and use it to offset any charges & costs incurred. You will be responsible for all charges and the arrangement of alternative insurance.

Ending your relationship with us. Subject to your immediate settlement of any outstanding premium 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. Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed according to these TOB. 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 our services.

Your responsibilities. You are responsible for providing the complete and accurate information, which insurers require in connection with any proposal for insurance cover. This is particularly important before taking out a policy and at renewal but also applies throughout the life of a policy. If you fail to disclose information, or misrepresent any fact, which may influence the insurer's decision to accept the risk or 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 change 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.

Personal data. We process any personal information we obtain in the course of providing our services to you in accordance with the Data Protection act 1988. In administering your insurances it will be necessary for us to pass such information to insurers and other product or service providers who may also provide us with business & compliance support. We may also disclose details to relevant parties as necessary, to comply with regulatory or legal requirements. By giving us your details you indicate your consent to its being processed by us in handling your insurances. Subject to certain exceptions, you will be entitled to access to your data for which you will be charged £10. We may use your data to contact you and to promote products & services. If you wish us to cease contacting you please telephone your branch. Communications with us may be recorded and/or monitored. Insurers exchange information with each other to decide whether or not to offer insurance and on what terms and to prevent fraud.

Conflicts of Interest. 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.

Claims handling arrangements. You should take note of the required procedures in the event of a claim, which are explained in the policy documents. Generally insurers require immediate notification of a claim or circumstances which might lead to a claim. We will employ due care and skill acting on your behalf in such matters.