

CUSTOMER TERMS OF BUSINESS AGREEMENT

These Terms of Business explain the services we offer, how you will pay for our services and our regulatory status. It sets out the terms on which we act for you and which we rely on. Please read this document carefully and retain for future reference.

Commencement

These Terms of Business shall commence on the date you receive them from us and will remain in force until terminated. By asking us to quote for, advise on, arrange, renew or handle any of your insurances, you are providing your informed consent. Your agreement does not affect your statutory rights.

Who We Are

'We', 'Us', 'Our' or 'New Moon' refers to New Moon which is a trading style of Noble Insurance Services Ltd.

Who Regulates us

Noble Insurance Services Ltd. is an insurance intermediary, authorised and regulated by the Financial Conduct Authority. Financial Services Register No: 305884.

Our permitted business includes advising on, arranging, dealing in and assisting with the administration and performance of general insurance policies and credit broking activities.

Our Service

We can act both as agent of insurer, and on behalf of you, the customer. We have in place management controls to deal with any conflicts of interest that might arise. Unless we advise you otherwise, we are acting on your behalf. We will help you with any ongoing changes you make to your insurance policy.

As part of our service, we will tell you what your responsibilities are in relation to making claims and can also provide claim handling assistance where requested. For certain products we also handle claims on behalf of insurers, where this is the case we have in place management controls to deal with any conflicts of interest that may arise.

In arranging general insurance for our clients, we predominantly offer products from a limited number of insurers which we have selected as offering value for money and quality service. A list of the insurers used in these cases is available from us on request.

We provide you with a non-advised (information only) service where you will not receive advice or a recommendation from us.

We will not provide advice in relation to any premium finance which may be offered and you will need to make your own decision on whether any credit facility is suitable for you.

Disclosure

Your insurance cover is based upon the information provided to us and the insurance company. You will be told about your obligations to provide information on each transaction. You should pay particular attention to the importance of the declaration section on the proposal (application) form, statement of facts and/or claim forms.

It is important you ensure that all statements made are full and accurate. Failure to take reasonable care when providing information to the insurer or deliberately, recklessly or carelessly misrepresenting any information in relation to your insurance could result in your policy being cancelled without refund, treated as if it never existed, your claim rejected or not fully paid. You may also find it difficult to re-arrange cover because you did not tell an insurer everything when asked, and you will have to disclose this fact when you re-apply for insurance.

You must inform us/your insurer immediately of any changes in circumstances which may affect the services provided by us or the cover provided by your insurance policy. If you are unsure about any matter, please contact us.

It is important that you carefully read through all policy terms, conditions, exclusions and warranties shown on your policy documentation to ensure that they meet your demands and needs. Please ensure you understand them and are able to follow their requirements exactly. If not, please advise us immediately as a breach of any terms, conditions or warranties may enable your insurer to terminate your policy from the date of that breach, and/or repudiate a claim under your policy.

In any event, you should not assume that insurance cover is in place unless you have received explicit, written confirmation. It is your responsibility to ensure that you have adequate insurance in place which continues to meet your demands and needs.

Money

We will hold money that you pay to under a risk transfer agreement with insurers. This will include holding your money in the following way:

A non-statutory trust insurer bank account in accordance with our agreements with Insurance Companies that transfer the risk of money we receive from customers to them, these agreements deem any money you pay to us, to be received by them and they will bear the risk of any losses in the event that our firm becomes insolvent. This includes claims money or premium refunds we receive prior to being paid to you.

Holding your money in this way means that in the event that this firm becomes insolvent your money remains protected.

In arranging your insurance we may employ the services of other intermediaries who are regulated by the FCA and your premium may be passed to these intermediaries for payment to insurers. These firms are also required to hold clients' money in a separate trust account. We will also inform you if at any time we are required to pass your premium to firms that operate outside the UK where the protection may be different. Should you not wish us to pass premiums to a firm outside of the UK, please inform us.

Claims

All incidents which could possibly give rise to a claim must be notified as soon as practicable. If you are unsure whether a matter may constitute a claim or not, please contact us. Delay in notifying a claim and/or completing required forms will risk a loss you suffer not being paid in part or in full. You should not admit liability or agree a course of action, other than emergency measures carried out to minimise the loss, until you have agreement from your insurer.

Data Protection & Confidentiality

We will not disclose your personal information to any other parties without legitimate reason or your consent. You are responsible for providing us with your correct contact details at all times. Unless we are notified of any changes, we shall assume the information we hold about you is correct. You confirm that you have obtained the consent of any data subjects whose personal data you provide to us. Any person disclosing personal data to us must do so in compliance with all applicable data protection laws.

Some or all of your personal and sensitive information (for example health details) you provide to us and which we obtain from third parties may be disclosed on a confidential basis to insurance companies and other companies (including our associated companies) for underwriting, claims, premium collection and loss recovery purposes and for the purposes noted under these Terms of Business.

Insurers may administer your insurance policy, any existing policies you may have with them and provide other services, from centres in countries outside the European Economic Area (EEA) (such as India and the USA) that do not always have the same standard of Data Protection laws as the UK. However, they are required to put a contract in place to ensure that your information is adequately protected, and they will remain bound by their obligations under the Data Protection Act, even when your personal information is processed outside of the EEA.

Please note, we may also disclose your personal data where we are required by law, government authority, our regulators, auditors or by our professional advisers.

We may pass information about you to premium finance providers and or credit reference agencies for the purposes of you entering into a contract of insurance or premium installment arrangements, this may include details of your payment record with us. Any premium finance search will appear on your credit report and will be visible to other credit providers whether or not your application proceeds. If you do not proceed it will be clear the search was for finance quotation purposes. We will ask for your consent before sharing your information in this way, however if you do not provide consent this may affect our ability to offer a contract of insurance or premium credit facilities to you.

In the interests of security and to improve our service, telephone calls and emails you make to us may be monitored and/or recorded.

Individuals have a right to obtain a copy of the personal information we hold about them in our records and where appropriate have it corrected or deleted. If you wish to exercise your right please contact us.

By entering into these Terms of Business you signify your consent to the personal and sensitive data we hold being processed for the purposes noted in these Terms of Business.

Communication with you

We will usually contact you by post, telephone or email. In certain circumstances we may agree to correspond with you by text message. By providing your email address and/or mobile phone number, you are consenting to us communicating with you by email / text message (where relevant). By consenting to communication by electronic means you, accept the risks (including the security risks of interception of, or unauthorised access to, such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices). Notwithstanding that we and you have reasonable virus checking procedures on our system, you will be responsible for virus checking all electronic communications sent to you.

Provided that we send correspondence to the postal address, email address and/or telephone number that you provide, we will not be responsible for the loss of any communication /document or the cost of replacing them, or for any other loss, cost or expense resulting from any delay in, or the failure in delivery of, or from a third party intercepting any communication we send or receive.

Payment of premiums

We normally accept payment of Insurance premiums and our fees by bank transfer, cheque and most debit and credit cards.

You may also be able to spread your premium payments through instalment schemes, a credit scheme with an established third party insurance premium finance provider, or a credit facility we have arranged ourselves. However, rates and acceptance will be subject to status, being resident in the UK, aged 18 years or over and a satisfactory credit check. We will give you full information about your payment options and the relevant premium finance (credit) agreement when we discuss your insurance in detail.

We may keep certain documents, such as your insurance policy documents or Certificate, while we are waiting for full payment of premiums. In these circumstances, we will ensure that you receive full details of your insurance cover and will provide you with any documents that you are required to have by law. You will receive a quotation which will tell you about any other fees relating to any particular insurance policy. Insurers may make a charge to you for policy amendments and/or the replacement of lost policy certificates. Please refer to your policy documentation for details of insurer charges. Other taxes or costs, or both, may exist in relation to the products and services offered by us which are not paid through, nor imposed, by us.

Our remuneration

We receive commission from the insurer with whom we place your business. In addition we may also charge policy or administration fees, where we charge a fee this will be shown separately to your premium. Any fees payable will be notified to you in advance of the contract conclusion.

Return of premiums

Return premiums usually arise if an insurance risk is reduced mid-term or a policy cancelled before renewal and subject to no claims being made. On a return premium, we repay commission on the amount to your insurer and this may be deducted from any final amount due to you in order to cover our costs, no refunds of less than £10 will be paid.

Renewals

Where your insurer is happy to renew your policy you will receive renewal documentation before your renewal date, confirming the premium and terms applicable to the next period of insurance.

Where you pay for your insurance by direct debit or credit/debit card under a continuous payment authority, in the absence of any instructions from you before the renewal date and providing premiums on the existing policy have been paid up to date, we shall endeavour to renew the policy automatically on your behalf on the terms outlined in the renewal documentation. However, you should be aware that automatic annual renewal constitutes a new contract with the insurance provider and you will be entering into this new contract on a non-advised basis having received no advice from us. It is your responsibility to ensure that your insurance remains valid and in force and continues to meet your demands and needs.

If you do not wish to renew the policy, or you want to disable automatic renewal, please let us know. You can do this throughout the period of insurance by contacting us by phone, email or via your online portal. In this case, your period of insurance will come to an end and your policy will not be renewed unless you tell us otherwise.

It is not always possible to automatically renew the policy. In this case or if we are unable to contact you before your renewal date where automatic renewal is disabled, your cover may lapse.

Ending your relationship with us

The Terms of Agreement will remain in force unless cancelled by either party. We may terminate this agreement by giving you a minimum of fourteen days written notice to the last known address we have on our records.

In the event that this Agreement is terminated, we will cease to be your agent. As a consequence we will no longer provide you with any services including claims handling where this service is provided to you prior to termination, except where we are required to continue handling your claim under the terms of our delegated authority from certain insurers.

No penalty shall be payable on any termination but we shall be entitled to remuneration for work undertaken prior to such termination. You will be liable to pay us our costs, fees, charges and expenses relating to the work we have carried out in connection with our Agreement up to the date of termination of our relationship and we will be entitled to retain any commission received for conducting these transactions, together with all fees charged by us for services provided.

Complaints Procedure

New Moon aims to provide you with a first class service. If the expected service has not been delivered or there are any concerns with the service provided, we would like to have the opportunity to put things right.

Should you wish to complain, you may do so by telephoning on **01892 280 323**, emailing **complaints@newmooninsurance.com** or by writing to: The Customer Services Manager, Newmoon Insurance, Pine Grove Business Centre, Pine Grove, Crowborough, East Sussex, TN6 1DH.

We take all complaints seriously and will endeavor to respond immediately. Where this is not possible, we will acknowledge your complaint within 5 business days confirming the name of the member of staff dealing with your complaint. We will provide you with a full written response within 20 business days or explain the current position and agree a time scale for a full response. If upon receipt of the full response from New Moon you remain dissatisfied you may be eligible to refer your case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints. They can be contacted at:

Financial Ombudsman Service, Exchange Tower, London, E14 9SR
Tel: 0800 0234567 (for landline users) 0300 1239123 (for mobile users).
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

You have six months from the date of our final response to refer your complaints to the FOS. This does not affect your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.