Harley-Davidson Insurance Service Terms of Business - Version 08
21st. September, 2022

Please read this Terms of Business document carefully as it contains important information of which you should be aware. If you are unclear about any aspect of these Terms of Business or have any questions please contact our Customer Services team on 0800 093 5934 or write to us at:

Harley-Davidson Insurance Services, Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB

1. 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.

Calls may be recorded for training, monitoring and reviewing purposes.

Carole Nash Insurance Consultants Ltd, trading as Harley-Davidson insurance services, is part of the Ardonagh Group who have a direct holding in our business. For more information about the group, please visit http://www.ardonagh.com/

2. Regulation
We are authorised and regulated by the UK Financial Conduct Authority (FCA). Our FCA register number is 307243. Our permitted business is introducing, arranging, dealing as an agent, assisting in the administration and performance of general insurance contracts and credit broking in relation to insurance instalments facilities. You may check this on the FCA's register by visiting the FCA Website, www.fca.org.uk.

3. Our Service
Harley-Davidson Insurance Services is an intermediary and we will act on your behalf when arranging and administering your insurance except for the circumstances described in section 4 (Handling Money).

For all quotes and sales we source and arrange products but do not offer advice or make recommendations, when arranging your insurance. However, we may ask some questions to narrow down the selection of products on which we provide details. You will then need to make your own choice about how to proceed.

Where we can offer the availability of an instalment facility in order to pay the insurance premium, we act as a credit broker and do not offer advice in relation to this.

Brokered Products: We offer Motorcycle insurance from a limited range of insurers, a list of the insurers we deal with for these products is below.

Additional Products: For the following insurance products we only offer cover from one insurer for each product: Key Cover, Personal Accident, Helmet and Leathers, Combined Helmet & Leathers and Personal Accident, Combined UK & European Breakdown and Motor Legal Expenses. if you have purchased an additional product, please refer to your policy documentation for details of your insurer.

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

Insurer Details: Please refer to your policy document for details of your insurer. A list of all insurers we transact with is provided below.

Insurer	Products
Astrenska Insurance Limited	Motorcycle, Personal Accident, Helmet and Leathers
Inter Partner assistance SA	UK & European Breakdown
Great Lakes Insurance SE	Key cover
4th Dimension Innovation Ltd	Legal Expenses

As we use real-time pricing, you may occasionally be quoted a different price when you click through from a price comparison site to our website, or when you get a quote directly from our website and return to purchase at a later date.

4. Handling Money
We act as agents of the insurer in collecting premiums and handling refunds due to clients. Such monies are deemed to be held by the insurer(s) with which your insurance is arranged. We will retain your bank account details to pay or refund other premiums that may become due following changes to your policy and for the purpose of automatic renewal. We will retain your debit/credit card details to allow us to process any refunds due. Where we have permission we will also retain your card details for any future payments that may be due which depending on the permission you gave may also include automatically renewing your policy, taking full premium payment before your renewal date. If you do not want us to use your credit/debit card for these purposes please contact our customer service team on the telephone number above.

5. Payment for Our Services
In addition to the premiums charged by your insurer, we will also charge you the following fees for arranging and administering your brokered products (see section no.3, Our Service). These fees are non-refundable and are payable at the time of the transaction to which it relates:

Service	Service Charge
Arranging your new policy*+ +Reduced to £25 if you cancel your policy before it starts or within 14 days of receipt of your documents	£35.00
Arranging your policy renewal*+ +Reduced to £25 if you cancel your policy before it starts or within 14 days of receipt of your documents	£35.00
Amendments to your policy*	£30.00
As part of our ongoing monitoring process, we will check your information. If we have to make any amendments to correct your information, you'll have to pay a £14.95 administration fee*	£14.95
Refund issued to you by credit/debit card	£0.00
Refunds issued to you by cheque	£20.00
Sending Correspondence Special Delivery	£6.50
Dishonoured Cheque	£19.50
Cancellation after 14 days	£40.00
Cancellation within 14 days due to failure to validate identity or failure to disclose any claims. (This includes cancellation following failure to pay any additional premium due as a result of an undisclosed claim)	£40.00

*In addition to the new policy, mid-term amendment and renewal arrangement fees, where your insurer pays us or we set the commission level at less than 25% commission an additional fee may be levied. The monetary amount of any such fee will be fully disclosed to you prior to purchasing/amending/renewing the policy. In the event that your policy is cancelled and there is a refund of premium or there is a refund following a mid-policy change, a pro-rata refund of this fee will be made.

You will be informed of the total price to be paid, including any fees, taxes and charges separately from the premium, before your insurance arrangements are concluded. If you have entered in to a credit agreement with Close Brothers Premium Finance, we receive a percentage of the interest you pay from Close Brothers Premium Finance. You are entitled at any time to request information regarding any commission which we have received as a result of placing your insurance business or arranging your premium finance.

No refund will be offered in the event of a cancellation on any additional products (see section no, 03, Our Service) you have purchased after your 14 day right to cancel period.

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

By telephone: Claims related 0333 005 3185
Other Complaints 0800 093 5934

In Writing: Complaints Department
Harley-Davidson Insurance Services
Nile Street
Burslem
Stoke-On-Trent
ST6 2BA

By completing our online complaints form at:
https://www.carolenash.com/about-us/complaints-procedure/complaint

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 who will review your case on an independent basis. Their contact details are:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR
Tel: 0800 023 4567

Or you can log on to their website: www.financial-ombudsman.org.uk

7. Renewing your Policy
For your protection shortly before the renewal of your policy, we will send you a renewal invitation, which contains information on the premium due and the details we hold. It is important you check the information we hold is accurate and you inform us of any changes in your circumstances.

To ensure that we continue to offer a policy that is suitable to your needs we may offer an alternative insurer at renewal. If you are happy with your renewal quote with the insurer offered, there may be nothing further for you to arrange and your credit/debit card may be automatically debited for your renewal. If you are paying for your insurance by direct debit, your policy may be automatically renewed and your revised payments may be debited from the bank account details we hold. **Further details of whether or not your policy will be automatically renewed will be confirmed on your renewal invitation.**

If you do not wish us to renew your policy automatically, please inform us at any time up to 7 days before your renewal date. **If we do not hear from you to the contrary, we will take this as your authority to accept the renewal terms, and will accept on your behalf the policy offered.**

Please note that if we confirm your policy will not be automatically renewed, cover will cease on your renewal date unless you contact us beforehand to make a payment.

To ensure that we obtain the most competitive renewal premium we will conduct a search with credit reference agencies. A copy of this search will be left on your credit file.

8. Cancellation of Insurances
You have a right to cancel your policy either verbally or in writing within 14 days of receipt of your policy documents. In this situation we will charge £25.00 plus any charge your insurer makes for the cover provided since the policy started.

If your policy is cancelled after the 14 day cooling period we will charge you £40.00. The terms of your policy may allow your insurers to retain the premium in full or to charge short period premiums in the event of cancellation before the policy expires. Please note after the 14 day period we do not provide a refund against any additional products (see section no, 03, Our Service) you may have purchased.

If your policy is cancelled and you or someone else has made a claim under your policy you must pay the rest of your premium including any outstanding payments under your credit agreement.

Please refer to your policy booklet for details of charges that your insurer may make, and section 5 of this Terms of Business document entitled 'payment for our services' for further information.

Discounts and cancellation:
If your policy is cancelled before the end of the 12 month term we will pro-rata any discount that was applied when you took out the policy. For example, if you received a discount of £12 and the policy is cancelled six months into the 12 month policy term, you will be expected to pay £6 for the unused portion of the discount.

In the event of a debit balance you will be required to settle the balance promptly. If you fail to settle the balance we will then use any credit/debit card details you have previously authorised us to use.

We reserve the right to cancel your insurance policy in the event of your insurance premium not being paid up in full, this includes any default on an instalment plan.

9. Failure to Pay a premium instalment
If you fail to pay an instalment you will be charged a missed payment fee and given notice of cancellation. If payment is not made within the period of this notice, the policy will be cancelled and a cancellation charge will be applied, along with a deduction for the time for which you have been insured. If you fail to make the payment we will pass your details to Moorcroft Debt Recovery Ltd to recover the amount outstanding and we will charge you £10.

10. Compensation
We are covered by the 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 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 or 0207 741 4100 or www.fscs.org.uk.

11. 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 that 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 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.

12. Debt Collection Procedure
In the event that any premium/and or fees remain outstanding to us, we will refer your debt to a debt collection agency and/or the company solicitor. The debt collection agency and the company solicitor may make further charges to recover any balances outstanding.

13. Conflicts of Interest
Occasions can arise where we or one of our associated companies, 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 your fair treatment.

14. 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 it also applies throughout the life of a policy. Please take reasonable care to answer all the questions honestly and to the best of your knowledge. If you don't or misrepresent any fact which may influence the insurer`s decision to accept the risk or the terms offered, your policy may be cancelled, or treated as if it never existed, or your claim rejected or not fully paid. You must inform us immediately of any changes in circumstances, please do not wait until your renewal. It is important that you read all insurance documents issued to you and ensure that you are aware of the cover, limits and terms that apply, as failure to comply with them could invalidate your policy.

In addition you must take all reasonable steps to keep all property insured through us in a safe condition and to protect it from damage, including fire, theft or attempted theft, malicious damage and someone taking it without your permission. You must also make sure you satisfy all the legal requirements relating to your property and its ownership.

15. Claims Handling Arrangements
We require immediate notification of a claim or circumstances which might lead to a claim. We will notify the insurer of any claim on your behalf. The relevant section of your policy booklet sets out how to make a claim and the procedures outlined within that section form an integral part of our contract with you. In addition, you should be aware that you, must send any claim form, summons or other correspondence to us immediately, unanswered. In the event of a theft, attempted theft, or malicious damage, you are also required under the terms of your insurance to notify the Police immediately.

In the event of a claim being made on your policy, your annual premium must be paid in full.

If you have any uninsured losses or sustain an injury as a result of an accident which was not your fault we will offer to refer you to 4th Dimension Innovation Ltd as part of our claims service.

16. Fraudulent and False Claims
If you knowingly make a claim that is false or fraudulent in anyway, your policy will become void and no payment will be made against the claim.

17. No Claims Bonus
If you have informed us that you are entitled to No Claims Bonus but this is not validated with the relevant proof, your policy may be subject to an additional premium, it may be cancelled or be made null and void from the inception date of your policy.

18. Use of Personal Data
We take your privacy extremely seriously and In order for us to provide our services to you it is necessary that we collect certain information from you in order to administer your insurance contract or where you have chosen, to arrange premium finance.

Our Privacy Policy explains how we will use your personal details. You can access our Privacy Policy by going to the following link: https://www.carolenash.com/redirection /harley-davidson-privacy-policy. Please read this policy carefully and contact us immediately if you have any queries. We may share your data with Third parties for the provision and ongoing performance of your insurance policy. Your data may be transferred outside the UK. All of the personal information you supply to us will be handled strictly in accordance with the applicable Data Protection regulation.

We regularly review the information we give to you and how we communicate with we use it, how long we keep it and who to contact if you have questions. Our Privacy Policy is reviewed annually. If we intend to make a significant change to the way we use your data we will contact you directly to notify you, but you can access the Privacy Policy at any time by visiting https://www.carolenash.com/redirection/harley-davidson -privacy-policy.

19. Dealing with others on your behalf
To help manage your insurance policy, subject to answering security questions, we will deal with you or your husband, wife or partner or any other person whom we reasonably believe will be acting for you if they call us on your behalf in connection with your policy or a claim relating to your policy.

20. Sharing Information to prevent fraud
We may share information which we hold and which has been supplied to us in connection with any application for insurance using public and personal data from a variety of sources, including a credit reference agency, the Claims and Underwriting Exchange register and other similar databases. The aim is to help us check the information that is given to us and to prevent fraud. This search may appear on your credit report whether or not your application proceeds. In order to support your application we may ask for additional documentation as proof of your identity. Failure to provide the requested information will result in the cancellation or voidance of your policy. We reserve the right to retain your insurance documents until the information you have provided has been verified.

21. Credit Checking
We and other firms involved in arranging your insurance (insurers, other intermediaries 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 ensure that we obtain the most competitive quotation and renewal premium, to ascertain the most appropriate payment options for you and to help prevent fraud. A copy of this search will be left on your credit report, whether or not your application proceeds.

22. Block Transfers
In respect of some classes of insurance we may operate block insurance arrangements certain type with one insurer who can provide particularly competitive terms for all our customers. On occasions it will be necessary for us to transfer such blocks from one insurer to another where this is beneficial for our clients. This Terms of Business Agreement constitutes both your acceptance that we may do this and your prior request for us to do so.

23. Applicable Law
English law applies to your relationship with us. Similarly, unless you and your insurer agree otherwise, English Law applies to your relationship with your insurer and your insurance contract.