

AMARIZ LIMITED

TERMS OF BUSINESS

Introduction

The purpose of this document is to set out the terms on which we will provide our services to you. The Distance Marketing of Consumer Financial Services Directive provides that we must supply you with certain information before conclusion of the contract when selling you financial services at a distance – this information is contained in this document.

(1) The company

- (a) Our company name is Amaris Limited. We are an insurance intermediary specialising in medical insurance. Our registered office and trading address is Imperial House, 1 Harley Place, Bristol, BS8 3JT, United Kingdom, Tel. +44 (0)117 974 5770, Fax. +44 (0)117 974 5780, Email: info@amariz.co.uk, Website: www.amariz.co.uk.

(2) The financial service

- (a) In arranging insurance for you we act as an intermediary.
Our service includes:
For medical expenses cover:
- *acting on your behalf* to arrange your insurance cover with the insurer
- *acting on behalf of the insurer* to administrate insurance contracts, including the processing of proposals of insurance, the issue of certificates of insurance, the receipt and holding of premiums and the settling of claims approved by the Insurer.
For personal accident cover:
- *acting on your behalf* to arrange your insurance cover with insurers and to receive and hold your insurance premiums.
- (b) In addition to the premiums charged by insurers, we normally make the following charges to cover the administration of your insurance:

Charge for an unpaid direct debit or cheque	€ 13.70
Charge for sending a recorded delivery letter in relation to an unpaid premium	€ 6.74

The specific charge and purpose of any additional charge will always be advised to you in advance.

- (c) It is possible that other taxes and/or costs may exist that are not paid via us or imposed by us.
- (d) The information provided in this document may be subject to change. If it does, we shall send you our revised Terms of Business.

Payment: Insurance premiums (and any associated charges) are payable by the following methods: Direct debit, cheque or bank transfer (monthly, quarterly, six-monthly or annually).

IMPORTANT: If you cancel your membership, please ensure that you also cancel any direct debits in place to avoid waiting for a premium refund.

Claims notification: Claims should be sent to our trading address: Amaris Limited, Imperial House, 1 Harley Place, Bristol, BS8 3JT, United Kingdom. Tel. +44 (0)117 974 5770.

Medical expenses premiums: We act as the agent of the insurer for the purpose of receiving and holding premiums, claims monies and premium refunds. You are adequately protected to the extent that the premiums we receive are treated as being received by the insurer when they are received by us, and claims monies and premium refunds will only be treated as received by you when they are actually paid over. We shall use a separate bank account at Banque Populaire du Nord for these transactions. The net premiums due to the insurer, along with our remuneration, are calculated and paid at the end of each month. We shall keep any interest earned on this bank account.

Personal accident premiums: Your insurance premiums shall be deposited in a client bank account at Barclays Bank in Bristol. For your protection, this account is in the form of a statutory trust which means that your money is completely separated from our own money and that, in the event of our company's insolvency, it cannot be used to reimburse other creditors. Your premiums shall be held in this account until they become due to insurers. We shall keep any interest earned on the client bank account.

(3) The distance contract

- (a) Right of withdrawal:
Conclusion of the contract: The contract for our services when acting at a distance is concluded only when a sale is effected.
Duration of withdrawal period: You have a period of 30 calendar days to withdraw from the contract without penalty and without giving any reason. The period for withdrawal shall begin either from the day of the conclusion of the distance contract or from the day on which you receive the contractual terms and conditions, if this is later.
The right of withdrawal shall not apply if performance of the contract has been fully completed by both parties at your express request before you exercise your right of withdrawal.

Exercise of right of withdrawal: By exercising your right to cancel, you withdraw from the contract. Practical instructions for exercising the right of withdrawal are detailed in (c) below.

Payment of the service provided before withdrawal: When you exercise your right of withdrawal you may only be required to pay, without any undue delay, for the service actually provided by us in accordance with the distance contract. The performance of the contract may only begin after you have given your approval. We shall, without any undue delay and no later than within 30 calendar days, return to you any sums we have received from you in accordance with the distance contract, except for the amount referred to above. This period shall begin from the day on which we receive the notification of withdrawal. You shall return to us any sums and/or property you have received from us, with the exception of any sums in connection with a claim, without any undue delay and no later than within 30 calendar days. This period shall begin from the day on which you dispatch the notification of withdrawal.

Consequences of non-exercise of right of withdrawal: If you do not exercise your right of withdrawal, we shall continue to administrate your membership and you will be insured.

- (b) The distance contract for the provision of our financial services has no minimum duration.
- (c) Should you wish to exercise your right of withdrawal you should send a recorded delivery letter with advice of delivery to the following address: Amaris Limited, Imperial House, 1 Harley Place, Bristol, BS8 3JT, United Kingdom. This letter should clearly indicate your intention to cancel the contract. The deadline shall be deemed to have been observed if the notification, if it is on paper or on another durable medium available and accessible to us is dispatched before the deadline expires.
- (d) We shall take the laws of England as a basis for the establishment of relations with you prior to the conclusion of the distance contract.
- (e) The contractual terms and conditions, and the prior information herein are supplied in English, and furthermore we undertake, with your agreement, to communicate with you in English during the duration of the distance contract.

(4) Redress

- (a) Out-of-court complaint and redress mechanism: If you make a complaint and are not happy with our response, you may be entitled to ask the Financial Ombudsman Service (FOS) to review your case. Their contact details are: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR, United Kingdom, Tel. 0845 080 1800, Email: enquiries@financial-ombudsman.org.uk, Website: www.financial-ombudsman.org.uk.
- (b) Guarantee funds or other compensation arrangements: 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. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim. You can get more information about compensation scheme arrangements from the FSCS. Their contact details are: The Financial Services Compensation Scheme, 7th Floor, Lloyd's of London Chambers, 1 Portsoken Street, London, E1 8BN, United Kingdom, Tel. 020 7892 7300, Fax. 020 7892 7301, Email: enquiries@fscs.org.uk, Website: www.fscs.org.uk.
A copy of our complaints-handling procedure is available on request.

(5) Your duty to give information

- (a) It is your responsibility to provide complete and accurate information to insurers when you take out your insurance and throughout the life of your membership.
- (b) It is important that you ensure that all statements you make on proposal forms, claims forms and other documents are full and accurate.
- (c) Please note that if you fail to disclose any material information to your insurers, this could invalidate your insurance cover, and could mean that part or all of a claim may not be paid.
- (d) Please ensure that you advise us of any change in your residential address. If you omit to do this, any communication sent by recorded delivery letter to your last known address will have the same effect as if the letter had been delivered by hand, and within the same timescale.