

JEQUIER NEWITT INSURANCE BROKERS LIMITED

Telephone 01235 533325 Fax 01235 533314 Email brokers@jnib.co
Private Limited Company Registered in England Number 4551885
Registered Office: Suite 1a, Tannery Court, Stratton Way, Abingdon, Oxfordshire OX14 5TS

TERMS OF BUSINESS

These are the standard terms of business upon which we rely. For your own benefit and protection you should read these carefully. If you do not understand any point please ask for further information

YOUR ACCEPTANCE

Our receipt of your instructions to arrange cover and/or your payment of premium constitutes your informed consent to these Terms of Business.

JURISDICTION

These Terms of Business shall be construed according to English Law and any disputes arising under it shall be determined exclusively in the English Courts.

FINANCIAL SERVICES AUTHORITY

The Financial Services Authority is the independent watchdog that regulates financial services. It requires us to give you the undernoted information. Please use this to decide if our services are right for you.

Jequier Newitt Insurance Brokers Limited is authorised and regulated by the Financial Services Authority (FSA). Our registration reference number is 304656.

Our permitted business is introducing, advising, arranging and dealing as agent and assisting in the administration and performance of General Insurance Contracts. Please note we do not transact Life, Pensions, Mortgage of Investment Contracts.

You may check this on the FSA website, www.fsa.gov.uk/register/ or by contacting the FSA on 0845 606 1234

OUR SERVICE

Our role is to advise you and make a suitable recommendation after we have assessed your needs. In some circumstances we do not provide advice and we will therefore confirm in separate documentation whether or not any advice or recommendation has been made before finalising your insurance arrangements. You would then need to make your own choice about how to proceed.

In providing our service, we may sometimes act as an agent of the insurer. We will confirm the capacity in which we will act for you before undertaking any relevant transactions on your behalf.

We shall not in any circumstance act as an Insurer nor guarantee nor warrant the solvency of any insurer and consequently do not accept any liability for any losses that might be incurred as a result of the financial failure of any insurer.

Personal Insurance

How products are selected	Fair analysis	-	Household and Car Insurance
	Limited range of insurers	-	Thatch and Period Homes You may ask us for a list of the insurers we deal with for these products
	From a single insurer	-	Horse and Pets, Mobile Homes, Travel, Boats and Yacht and Legal Expenses

A customer's personal circumstances may on occasion dictate and restrict the number of insurers on our panel prepared to provide cover; in that event we shall tell you.

Commercial Insurance

We select products from a range of insurers but for certain products, we may only deal with a single insurer or select from a limited range of insurers. You may ask us for a list of the insurers we deal with for these products

At subsequent renewal

Excepting standard car, van and home insurance policies, for both Commercial and Personal Lines Business where the premium and terms remain stable, we shall not normally put risks back to market unless we are of the opinion the market has changed. We shall advise you prior to each renewal if we have re-marketed the cover in question.

COOLING OFF PERIOD

Except for some commercial policies, if you find the cover offered is not what you want you may return the policy paperwork to us within 14 days. Subject to there having been no claims during that period, the cover will be cancelled. Insurers will at their option charge a premium equivalent for the time they have been on risk. They may, again at their option, make an additional charge for the costs they have incurred.

We also draw your attention to the sections headed 'Cancellation of insurance' and 'Ending your relationship with us'.

COMPLAINTS AND COMPENSATION

We aim to provide you with a high level of customer service at all times. If you are not satisfied, please contact us immediately:-

In writing Jequier Newitt Insurance Brokers Limited, Suite 1a, Tannery Court, Stratton Way, Abingdon, Oxfordshire OX14 5TS
By telephone 01235 533325
By email brokers@jnib.co.uk

Access to the Financial Ombudsman Service is available for complainants coming within one of the following categories at the time we receive their complaint:-

Consumers (eg private individuals)
Before 1st November 2009 - business with a group annual turnover of under £1 million

From 1st November 2009 - businesses employing fewer than 10 persons and with a turnover or annual balance sheet total not exceeding 2 million Euros
Charities with an annual income of under £1 million
Trustees of a trust with a net asset value of under £1 million

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 insurance, size of business (if a commercial customer) 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 the compensation scheme arrangements is available from the FSCS on 0207 892 7300 or www.fscs.org.uk

When dealing with your complaint, we will follow our complaint handling procedures; a summary of these procedures is available on request.

PAYMENT FOR OUR SERVICES

We normally receive commission from insurers or product providers. We also charge you for handling your insurances as follows:-

Personal Customers	Commission + £ 10.00 Fee
Commercial Customers	Commission + £ 10.00 Fee
Other bespoke consultancy work	Fee by prior agreement
Where commission is not payable	Fee by prior agreement
Premium Finance	Commission not exceeding 2%
Mid-term policy cancellation	Commission and fees retained (Do note some policies are issued on a minimum and deposit basis which means no return of premium would be made).

You will receive a quotation which will tell you the premium quoted by the insurer, showing any charge and tax separately from the premium, before your insurance arrangements are concluded.

In good time before the conclusion of each insurance contract, or upon renewal, we will remind you of your right to be informed of the level of commission which we receive from underwriters. You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business.

PAYMENT METHODS

We accept premium payment by the following methods:-

Cash	- Always (except by post)
Cheque	- Always
Credit Card	- Usually - For most insurers*
Monthly Instalments	- Usually - For most insurers - Terms and Conditions apply*
Premium Finance	- Usually - For most insurers - Terms and Conditions apply*
BACS	- By prior agreement

* Not for short period policies

We require premium payment for all contracts, unless expressly varied, as follows:-

New business - Within 10 days Mid-term adjustments - Within 10 days Renewal - One day before the renewal date

HANDLING CLIENT AND INSURER MONEY

Our financial arrangements with most insurance companies are on a "risk transfer" basis which means that we hold premiums and refunds due to clients on behalf of the insurance undertaking concerned and under a risk transfer agreement. Such monies are held in a non-statutory trust insurer money account and deemed to have been received by the insurer(s) with whom your insurance is arranged.

For insurers who do not have a risk transfer agreement in place, we hold premiums in a statutory client trust account pending payment to the insurer(s) concerned. The establishment of the statutory trust is in accordance with the rules which the FSA introduced to protect money held by authorised intermediaries. If you object to your money being held in a 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 Statutory Trust account.

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

We shall tell you on which basis we shall be holding premium payments at the time of placing the cover and that will be confirmed in writing.

Please note we do not pass on any interest earned on monies held on behalf of Clients pending reconciliation with Insurers.

CANCELLATION OF INSURANCE

You should make any request for cancellation of a policy in writing and any relevant certificates should be returned to us or the insurers concerned. The terms of your policy may allow insurers to retain the premium in full or charge short-period premiums in the event of cancellation.

CONFLICT OF INTEREST

Occasions can arise where we or one of our clients or service providers may have a potential conflict of interest with business being transacted by 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 detail the steps we shall take to ensure fair treatment.

ENDING YOUR RELATIONSHIP WITH US

You may terminate our authority to act on your behalf with 14 days notice or as otherwise agreed without penalty. Such notice must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any transactions already initiated which will be completed according to these terms of business unless otherwise agreed in writing. You will remain liable to pay any transactions or adjustments effective prior to termination and we shall be entitled to retain any and all fees or brokerage payable in relation to policies placed by us prior to the date of termination.

In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days notice.

YOUR RESPONSIBILITIES

Providing full information - You are responsible for providing complete, accurate and true information. Your responsibility continues throughout the life of a policy. You are also responsible for notifying us of any subsequent changes to your circumstances. If you fail to disclose such facts that are material, this could invalidate the policy and result in a claim not being paid.

Adequacy of sums insured - You are also responsible for ensuring your sums insured are sufficient to cover the full cost of reinstatement of any property or goods covered under a current policy of insurance. Failure to do so could result in the amount of a claim settlement being reduced in proportion to the amount of underinsurance.

Checking documents - It is your responsibility to carefully check all insurance documents issued to you, whether completed by you or by others on your behalf, and that you agree that all information stated therein is complete, accurate and true.

Claims procedures - You should also take note of the procedures in the event of a claim which will normally be stated in the policy document.

Prompt claim notification - You are responsible for notifying us immediately of any circumstance which has or could result in a claim being made.

CONFIDENTIALITY OF PERSONAL DATA

Restrictions on who can access personal data - All personal information is treated by us as confidential and is processed in accordance with the relevant legislation. We shall not use or disclose personal information without your consent, other than in the normal course of arranging and administering your insurance, except where we are compelled by law (including by regulators and law enforcement agencies) to disclose such information. In such instances personal information held by us may be disclosed on a confidential basis, and in accordance with The Data Protection Act 1998, to such third parties.

Credit checks and your right to refuse - To make sure you get the best deal and to ascertain the most appropriate payment options for you and to protect you from fraud, as with an increasing number of insurance providers, the insurers with whom we deal increasingly use public and personal data from a variety of sources, including credit reference agencies and other organisations. Their search will appear on your credit report whether or not your application proceeds. You have the right to refuse such credit checks and in that event we would note your records appropriately. In the absence of your refusal, under these Terms of Business you otherwise agree to such checks being made.

Marketing registers - We do maintain a separate register of thatch properties based on address and post code. Where known, we also record the name of the owner and whether we currently arrange the insurance of a particular property. Data from this register is used for our own marketing purposes. If you would like your property details to be removed from this register, please telephone this office.

TB01- 26/06/2010 We are here to help. If you have any questions please contact us.