

JEQUIER NEWITT INSURANCE BROKERS LIMITED

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*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. We also draw your particular attention to the attached Privacy Statement issued in accordance with the General Data Protection Regulations.

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 CONDUCT AUTHORITY

The Financial Conduct Authority is the independent watchdog that regulates financial services. As such we provide the information below about us and our services. Please use this to decide if our services are right for you.

Jequier Newitt Insurance Brokers Limited is authorised and regulated by the Financial Conduct Authority (FCA). 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 and credit broking in relation to instalment finance arrangements. Please note we do not transact Life, Pensions, Mortgage or Investment Contracts.

You may check this on the FCA website, www.fca.gov.uk/register/ or by contacting the FCA on:-

0800 111 6768 or 0300 500 8082

OUR SERVICE

Our role is to advise you and make a suitable recommendation after we have assessed your needs. In some circumstances we may not provide advice and we will therefore confirm to you 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.

Where we can offer the availability of an instalment facility in order to pay the insurance premium by regular instalments premiums, we do not offer advice in relation to this but we may ask some questions to narrow down the selection of options available; you will then need to make your own choice about how to proceed.

Whilst we use our best endeavours we cannot 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	-	Travel, Boats and Yacht Thatch and Period Homes
	From a single insurer	-	Horse and Pets, Mobile Homes 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.

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.

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

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 remarketed 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 not having been any 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:-

- 1 Individuals acting within a private capacity
- 2 Businesses employing fewer than 10 persons and with a turnover or annual balance sheet total not exceeding 2 million Euros.
- 3 And Charities with an annual income of under £1 million
- 4 Trustees of a trust with a net asset value of under £1 million

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

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 7741 4100 or www.fscs.org.uk

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 + £ 15.00 Policy Fee
Commercial Customers	Commission + £ 15.00 Policy 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).
Standard Fee Variation	This may be varied in certain circumstances. You will be notified but only prior to being committed to proceeding with a particular cover.

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 OF PREMIUMS

In acting as your Agent you agree that we may pay insurers on your behalf and that we may do so in advance of your payment being received, where necessary in order to secure cover or to abide by the insurer's agency terms. Where this is done then you agree to reimburse us for the amount due in a timely manner.

If you dispute the amount of premium you must do so in writing within 14 (fourteen) days from the effective date of the transaction or from the date the amount was first communicated to you, whichever is the later.

PAYMENT METHODS

We accept premium payment by the following methods:-

Cash	- Always (except by post)	
Cheque	- Always	
BACS	- Always	
Debit Cards	- Most cards are accepted	No additional charge
Monthly Instalments	- Annual policies only	via insurers' facilities or premium credit facilities; terms and conditions apply

Premium Finance

We may be able to arrange finance for insurance instalments through the insurer or through a preferred premium finance provider. We act as a credit broker in arranging premium finance facilities and we will give you further information about this before we finalise your instalment arrangements.

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

LATE PAYMENTS

We are obliged to make payments to insurance providers in a timely manner in accordance with their agency terms of business. Late payments create additional work and costs. We shall therefore reserve the right to charge for the extra administration and other costs and where appropriate also charge interest at a rate of not more than bank base rate +1%.

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. When paid to us 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 FCA introduced to protect money held by authorised intermediaries.

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 contact 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. Valid reasons may include but are not limited to non-payment of premium or fees, failure to provide requested documentation or information, deliberate failure to comply with terms set out within the Terms of Business or within the insurer's documentation, deliberate misrepresentation, non-disclosure or attempted fraud, use of threatening or abusive behaviour or language, intimidation or bullying of staff

YOUR RESPONSIBILITIES

If you are insuring wholly or mainly in a private capacity - You are responsible for answering insurer's questions in relation to any proposal clearly, honestly and to the best of your knowledge, providing complete and accurate information which insurers will require. This also applies to responses in relation to assumptions you may agree to in the process of applying for insurance cover. This is particularly important before taking out a policy but also at renewal or if you make a mid-term amendment to your policy.

If you are a Commercial customer – Please be reminded that in addition to the above you are also responsible for providing the complete and accurate information which insurers require at inception, renewal and throughout the life of a policy.

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.

Note for all customers – Failure to act in accordance with the three requirements outlined above in relation to the provision of information and adequacy of sums insured could result in a claim only being paid in part or the amount of a claim settlement being reduced in proportion to the amount of underinsurance or in extremis the claim could be declined.

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. Please see the Privacy statement for further details.

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, some of the insurers with whom we deal 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.

We are here to help. If you have any questions please contact us.

TB01- 2018/02/22