

Vordom 07

## Terms of Business

### Applying to General Insurance customers

*By accepting these Terms of Business, you are giving your consent to the actions described in the following sections. Please read this document carefully.*

#### Section 1. Status

John Russell Insurance Services Limited, 636 Coventry Road, Small Heath, Birmingham, West Midlands, B10 0UN, 0121 772 1920. John Russell Insurance Services Limited is authorised and regulated by the Financial Services Authority (FSA). Our Firm Reference Number (FRN) is 305779. You can check this on the FSA register by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or telephone the FSA on 08466061234

#### Section 2. Our Service

We offer a wide range of insurance products and have access to leading insurers in the marketplace. For some types of insurance we deal predominantly with a single or limited number of insurers which we have selected as offering value for money and quality service. We will give you details of these arrangements before you make any commitment on any product we offer you and a list of the insurer used in these cases, will be available on request. We will make a recommendation for you after we have assessed your needs, or advise you if we are unable to place your insurance.

#### Section 3. Confidentiality and Data Protection

All information about you will be treated as private and confidential and kept secure. We will only use and disclose the information we have about you in the normal course of arranging and administering your insurance. We may pass information about you which may include details of your payment record to credit reference agencies for the purposes of arranging payments by instalments. As a member of The Broker Network Ltd, the products and services we can offer may be enhanced. We may pass information about you to The Broker Network Ltd as part of our required management procedures. We may also use the information we hold about you to provide you with information on other products and services we can offer which we feel may be appropriate to you. If you cancel or lapse your policy we may contact you the following year to provide a quotation. If you do not wish to receive marketing information from us, or for us to disclose information about you to other parties for marketing purposes please write to us at the above address. Under the Data Protection Act 1998 you have rights of access to any personal information we hold about you on our records. If you have any queries or requests in this regard please contact us. At your request we may provide information to your personal representative. We will however only do this on completion of our Data Protection Authorisation Form, details of which can be obtained from us.

#### Section 4. Complaints

It is our intention to provide you with the highest possible level of customer service at all times. Should we not meet your expectations, we have a complaints procedure, which is explained below. Should you wish to complain you may do so:

- In writing to the Complaints Manager Peter Derrington
- By telephone 0121 772 1920
- By Fax 0121 7720685
- By e-mail at [Peter@JohnRussell.co.uk](mailto:Peter@JohnRussell.co.uk)
- In person by visiting our office (See above for address).

Should you not be satisfied with our final response, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). Further details will be supplied at the time of responding to your complaint.

#### Section 5. Your Duty to Disclose Information

It is your responsibility to provide complete and accurate information to insurers when you take out an insurance policy, throughout the life of the policy, and when you renew your insurance. It is important that you ensure all statements you make on proposal forms, claim forms and other documents are full and accurate. Please note that if you fail to disclose any material information to us and your insurers, this could invalidate your insurance cover and could mean that part or all of a claim may not be paid. You should take particular care to check the accuracy of all information you provide.

#### Section 6. Notification of Incidents/Claims

It is essential to notify us immediately of all incidents that may result in a claim against your insurance policy. You must do so whether you believe you are liable or not. Any letter of claim received by you must be passed to us immediately, without acknowledgement. Only by providing prompt notification of incidents can your insurance company take steps to protect your interests. Your policy summary and/or policy document will provide you with details on who to contact to make a claim. Claims payment will be made in favour of you. If you require a payment to be made to a third party then you must confirm the required payee name and details and provide a brief explanation for your request. Please contact us for guidance on claiming under your policy.

#### Section 7. Cancellation

Your policy document will detail your rights to cancel your insurance once you have taken it out. Depending on the type of policy you have purchased, you may be entitled to cancel within 14 or 30 days of either conclusion of the contract or receiving your policy documentation, whichever occurs later. Where you cancel a policy before renewal you will be responsible for paying a charge to meet the cost of cover provided and administration expenses. Please see the Charges section. To enable your insurer to process the cancellation, you will need to return certificates and any official documents to our office within 30 days of your notice to cancel.

#### Section 8. Financial Services Compensation Scheme (FSCS)

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. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme (<http://www.fscs.org.uk>).

#### Section 9. Solvency of Insurers

We cannot guarantee the solvency of any insurer with which we place business. This means that you may still be liable for any premium due and not be able to recover the premium paid, whether in full or part, should an insurer become insolvent.

#### Section 10. Professional Fees and Handling Charges

In addition to the amount charged by insurers we also make charges to cover the administration of your insurance.

Mid Term Adjustments £7.50, Lost Papers/Documents £7.50, Temporary Change £7.50. A fee of up to 2% will be charged for payment by credit card.

Where we arrange low or non-commission paying products, we will charge an arrangement fee not exceeding 25% of the premium, and will advise you of the actual amount at the time of quotation or renewal. These fees may be subject to change. Where there are changes, we will confirm this clearly and the actual amount will always be disclosed to you before you commit to purchasing the product. As insurance brokers we earn our income predominantly from commission paid to us by insurers based on the amount they charge you. You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing or renewing your insurance cover. We may occasionally receive additional remuneration from certain insurers for insurance policies we place with them. Please ask us should you require further information.

#### Section 11. Refunds

Where a policy is cancelled before renewal, insurers charge to cover their costs, with the balance refunded to you, subject to no claim having been made. Full details will be available in your policy. In the event of an adjustment giving rise to a return of premium the amount may be refunded or held to credit.

Insurers reclaim commission paid to us when you cancel a policy before renewal or where there is a mid-term alteration to your policy which results in a refund of premium. The amount reclaimed is based on the number of days until the planned renewal date. As a consequence, we will make a deduction to the value of the commission reclaimed, from any return premium owing to you.

For certain commercial policies, insurers will provide cover where the premium is due in full on inception of the policy. This means that no refund will be paid if the policy is cancelled before renewal. We will advise you if this affects you.

In view of the cost involved in making changes to your policy, we will not issue refunds of less than £7.50.

#### Section 12. Terms of Payment

Our payment terms are as follows (unless specifically agreed by us in writing to the contrary):

- New policies: immediate payment on or before the inception date of the policy
- Alterations to existing policies: immediate payment on or before the effective date of the change
- Renewals: due in full before the renewal date.

If payment is not received from you in accordance with the above terms we, or your insurer may be forced to cancel or lapse the relevant policy/policies, which could mean that part or all of a claim may not be paid.

Subject to prior approval you may be able to pay your new business or renewal premium in 3 instalments. The first payment is due on or before the inception/renewal date; the second and third payments are due on the same date in each of the following 2 months. Our charge for this facility is £5.00 for each payment up to £750. A 2% surcharge is payable on each instalment if the premium exceeds £750. The facility is not payable on additional premiums charged due to mid term amendments on your policy.

When renewal is invited and the policy is paid by monthly direct debit, we will issue a notice to you and the absence of a response to this notice will be deemed as your consent to cover being renewed automatically. If any direct debit or other payment due in respect of any credit agreement you enter into to pay insurance premiums is not met when presented for payment or if you end the credit agreement we will be informed of such events by the credit provider. If you do not make other arrangements with us to pay the insurance premiums you acknowledge and agree that we may, at any time after being so informed, instruct on your behalf the relevant insurer to cancel the insurance and to collect any refund of premiums which may be made by the insurer and if any money is owed under your credit agreement pay it to the credit provider or if we have already been debited with the amount outstanding use it to offset our costs. You will be responsible for paying any time on risk charge and putting in place any alternative insurance and/or payment arrangements you need.

Unless we advise otherwise, any payment we receive from you will be held on behalf of the insurer with whom we arrange your policy, as their agent. This means that any payment you make to us will be regarded as having been paid to the insurer.

On occasions when we do not act as the insurer's agent for the receipt of premium payments, your payment will be segregated into a Non statutory trust client bank account and held by us as trustees on your behalf. This means credit may be extended and payments may be made to other customers using cleared funds from the client bank account. Please make all cheques payable to John Russell Insurance Services Limited.

We may pass the money you pay to us to another intermediary. We will only do this where it is a necessary part of the process of arranging cover for you.

Where this includes intermediaries outside the UK, the legal and regulatory regime may be different from that of the UK. In the event of the intermediary failing money may be treated differently than if it was held by an intermediary in the UK. You may notify us if you do not wish your money to be passed to a person in a particular jurisdiction. No interest will be payable to customers in respect of the client account. Any interest earned will remain in the ownership of John Russell Insurance Services Limited.

#### Section 13. General

If any provision of these terms of business is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms of business and the remainder of the provision in question will not be affected.

These terms of business shall be governed by the laws of England, Wales or Scotland and the parties agree herewith that any dispute arising out of it shall be subject to the non-exclusive jurisdiction of the relevant court.