

## PETER JAMES INSURANCE TERMS OF BUSINESS

Please read this document carefully. It sets out the terms on which we agree to act for our customers, and contains details of our regulatory and statutory responsibilities. Please contact us at once if there is anything in these terms of business which you do not understand, or with which you disagree.

**The Financial Conduct Authority:** The Financial Conduct Authority is the independent watchdog that regulates financial services. Peter D James Ltd., trading as Peter James Insurance is authorised and regulated by the Financial Conduct Authority. Our FCA Register number is 452647. You can check this information at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6788.

As an independent insurance intermediary, our permitted business includes advising, arranging, dealing in and assisting with the placing and administration of all types of General Insurance policies.

**Customer Categories:** The Financial Conduct Authority places all customers in two different categories. A **consumer** is a natural person who (in insurance dealings) is acting for purposes which are outside his or her trade or profession. A **commercial customer** is any customer who is not a consumer.

**Confidentiality & Data Protection:** Peter D James Ltd., trading as Peter James Insurance is registered under the Data Protection Register (No Z3382759). All personal and sensitive information will be held in a secure manner. It will be treated as private and confidential to us and anyone else involved in the normal course of arranging and administering your insurance, even when you are no longer our customer. Under the terms of the Data Protection Act 1998 individuals have the right to see personal information held about them in our records. If you have any queries please write to us at our office address. We will retain details for up to six years for the purposes of sending you such information.

We may share information you have given us, and details of the conduct of your account with other members of our group, affiliated companies and selected third parties to provide you with the service applied for; to assist in making lending decisions; to help resolve complaints; to prevent fraud (if false or inaccurate information is provided and/or fraud is suspected, this will be recorded); for audit or debt collection or so that services may be processed on your behalf. We may send you, telephone you or e-mail you information about our services and those of other members of our group, affiliated companies and services of carefully selected third parties, which we feel may be appropriate to you. If you do not wish to receive such information please write to us.

**Our Service:** We are an independent insurance intermediary who acts on our customers behalf in arranging insurance. In assessing your insurance needs, to arrange insurance cover with insurers, we will provide you with full information on the insurance covers available on the policies we offer, we may advise you on such needs, arrange your insurance cover with insurers to meet your requirements, help you with future changes you may need to make and assist you to make a claim.

Our aim at all times is to conduct our business with integrity and to treat our customers fairly. To conduct our business with due skill, care and diligence and pay due and prompt regard to information supplied by our customers and to communicate with them in a manner that is clear, fair, and not misleading.

**Whose products we offer:** We offer products from a range of Insurers, but for some products we may only deal with a limited range of insurers (a panel) or only a single Insurer. We will inform you if this is the case.

**What you will pay for our services:** We usually receive a commission from the insurer with whom we place your business. We also receive commission for arranging finance agreements for the payment of premiums and we may also receive commission or fees for passing introductions to other professionals. Our income is in the form of commission from Insurers for the insurance contracts we place. Details of commissions received on business we place on your behalf are available subject to a written request. Please be aware that other taxes and /or costs may exist in relation to products and services offered by us which are not imposed by us, or payable through us. In addition, we normally make the following charges to cover the administration of your insurance:

Returned/unpaid cheques	£ 25.00
Arranging new policies	£ 10.00
Policy adjustments - additional premiums	£ 20.00
Policy adjustments - return premiums	£ 20.00
Policy cancellations	£ 20.00

You should be aware that refunds may take up to 60 days to be received by us from your insurer and we cannot release any money to you, or credit your account with us, until a refund is received by us. Any refund can only be made payable to the policyholder.

**Cancellations:** In certain cases, where you are an eligible **consumer**, you may have a legal right to cancel your policy for any reason, subject to no claims having occurred, within a 14 day cooling-off period of receiving the full terms & conditions. You will always be advised where this right applies. If you wish to cancel your policy we will need instructions in writing from the policyholder or a person authorised by the policyholder to do so. In the event of a policy in joint names written instructions from both parties will be required before cancellation can be effected. For other cancellations, beyond this 14 day period, a charge will apply for the period of cover provided and, in addition, we make an administration charge as detailed above. If your policy is on a minimum and deposit basis there will be no refund of premium available. Any policy charge is NON refundable.

**Duty of Fair Presentation:** When you apply for insurance, or need to amend your policy, we will ask a number of questions in order to properly assess the risk. It is your responsibility to provide complete and accurate information to us or your insurers verbally, in writing or by electronic means - when you take out your insurance policy, throughout the life of your policy and when you renew your insurance. It is important that you ensure that all answers you give and statements you make on proposal forms, statements of fact, claim forms and other documents are full and accurate.

You are required to make a fair presentation of the risk to Insurers and are required to disclose all information that you know, ought to know or believe to be relevant. Where you may be in doubt as to whether information is relevant please contact us for further advice.

If you breach your duty to provide a fair presentation and any such breach was deliberate or reckless, Insurers may regard the policy as void and are not required to return any paid premium to you.

If the breach was not deliberate or reckless, Insurers' remedy shall depend upon what insurers would have done if the insured had complied with the duty of fair presentation:

1. Insurers may regard the policy as void if Insurers would not have entered into the policy on any terms in the absence of the breach. In this case, the Insurers must return the premium paid.
2. If the Insurers would have entered into the policy but on different terms (other than relating to premium) the policy is to be treated as if those different terms applied from the outset, if the Insurer so requires.
3. If the Insurers would have entered into the policy but would have charged a higher premium the insurers may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims)

Please note that if you fail to disclose, or inaccurately disclose, any relevant information, or change in circumstances to us or your Insurers verbally, in writing or by electronic means - which could influence the cost, or their decision to accept your insurance this could invalidate your insurance cover and could mean that part or all of a claim may not be paid.

If we complete any form(s) on your behalf, including Statements of Fact documents, we will provide a copy to you. It is then your responsibility to check that the information that we have recorded is true and accurate in every respect. We act as your agents in recording the information you provide but it remains your responsibility to check the truth and accuracy of this information. Please check, amend and initial where necessary and notify us of such changes immediately. You should not sign and date any such document until this has been done.

**Policy Terms, Conditions and Warranties:** These are set out in your policy documentation. We ask you to read them carefully, ensuring you fully understand them and are able to follow their requirements and if not please advise us immediately.

It is a condition precedent to our liability that you comply with all terms, conditions and exclusions of this policy, insofar as they relate to anything to be done or complied with by you.

Where:

- (i) there has been a failure to comply with a term (express or implied) of this policy, insofar as they relate to anything to be done or complied with by you.
- (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the Insurer cannot rely on the breach of such term to exclude, limit or discharge its liability if the insured shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If you breach any warranty in this policy, our liability under the policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). We will have no liability to the insured for any loss which occurs, or which is attributable to something happening during the period when the Insurer's liability is suspended.

Please also be aware that it is your responsibility to ensure that all sums insured you request are adequate to avoid under-insurance (where a sum insured is insufficient to cover the maximum amount of loss or damage payable). Where under-insurance is identified, many insurers will apply average and reduce the full claim payment in proportion to the degree of underinsurance whilst other insurers policy wording can allow them to avoid the claim altogether where the under-insurance is significant.

**Making a Claim:** We have no authority to handle claims on behalf of insurers. You will find details of the claim reporting procedure in the policy documentation we provide at inception and renewal. Many policies are subject to conditions that require that each and every incident which may give rise to a claim (whether or not you consider yourself to blame) is reported promptly, and can also be subject to specific reporting time requirements.

Therefore if you are involved in an accident or have occasion to claim on your policy for any other reason, you must notify us immediately and we will promptly advise you of action required. You must not admit liability. You must continue to make monthly payments for your policy, if applicable. We reserve the right to withhold payment in respect of claims if payment of any premiums due are in default.

In circumstances where insurers communicate with us in respect to a claim you have made, we will notify you promptly of any request for information, and forward any claim payments to you when we receive them.

**Renewing your policy:** If you are a **consumer**, we will invite you to renew your policy no later than 21 days before its renewal date. If you are a **commercial customer**, we will invite you to renew your policy within good time before its renewal date.

If you wish to renew your policy, you must tell us before the renewal date. Some policies give no days of grace and, without your specific instructions, your insurance cover will come to an end. In addition, if you pay for your insurance cover under a payment plan, either directly with your insurer, or via Close Brothers Ltd., or Premium Credit Ltd., these payment arrangements will continue if you have not told us otherwise, and if you have also not given payment cancellation instructions to your bank. **IMPORTANT:** However, even though your premium payment arrangements could continue in these circumstances, your insurance cover **WILL NOT** automatically continue without your specific instructions to us prior to the policy renewal date.

**What to do if you have a complaint:** We aim to provide all our customers with a first class service. However, if you wish to register a complaint, please write to: The Managing Director, Peter James Insurance, 768-772 Hagley Road West, Oldbury, West Midlands B68 0PJ

If we are unable to resolve the issue to your satisfaction by the end of the next business day, we will formally investigate the matter. We will provide you with a copy of our full complaints procedure and respond to you promptly. We will keep you informed of the progress of your complaint and aim to make a final response to you within eight weeks or keep you informed as to why this is not possible. In the event that your complaint relates to activities or services provided by another party, we will ensure that your complaint is promptly forwarded to them in writing.

If your business is a Micro-Enterprise, that is a small business with an annual turnover not exceeding 2m Euros and fewer than 10 employees, the following information applies:

After our final response has been issued, if you still cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service, for an independent assessment and opinion. The FOS Consumer Helpline is on 0800 023 4567 and their address is: Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR

Neither our Complaints Procedure nor referral to the Financial Ombudsman Service (where relevant) will affect your legal rights.

**Are we covered by the Financial Services Compensation Scheme (FSCS):** If Peter James Insurance is unable to meet its liabilities, you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). 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. This is increased to 100%, again with no upper limit, for compulsory insurances such as all motor insurances and for employers liability. Further information can be found on the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk) by e-mailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or phoning 020 7892 7300.

**Language used/Law applying:** The English language will be used for all communications, the contractual terms and conditions, and any information we are required to supply to you, before and during the duration of the contract. This insurance shall be subject to English law.

**Payment Options:** We normally accept payment by guaranteed cheque or the following credit/debit cards: Visa, Mastercard, Maestro. We do not accept payment by American Express. You may be able to spread your payments through insurers instalment schemes, or a credit scheme which we have arranged with an established insurance premium finance provider. We will give you full information about your payment options and the appropriate finance agreement when we discuss your insurance in detail. Please Note: Your policy cover may cease if you fail to keep up payments on an instalment agreement or premium finance facility related to it.

**Information on how we treat Payments You make to Us:** Under the terms of our agreements with the Insurance companies with whom we place business, we normally receive premiums you pay to us as Agent of the Insurer, where you have the additional protection of insurance companies accepting that monies paid to us are treated as being received by them (Risk Transfer). All insurance premiums you pay to us are protected in an Insurance Broking Trust Account until we pay insurers. We retain any interest on premiums held by us in the course of arranging and administering your insurance.

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