

John Heath Insurance Brokers LLP

TERMS OF BUSINESS

OUR SERVICE

We are an independent insurance intermediary and act on your behalf in arranging your insurance. We offer a wide range of commercial insurance products, and have access to leading insurers in the marketplace. We select from a fair analysis of the market with the exception of legal expenses where we use a single insurer. We can provide you with a list of insurers we offer insurance from if you require this information.

POLICIES PURCHASED ON OUR WEBSITE

Quotations are provided from a single insurer unless otherwise specified and are non-advised sales.

CUSTOMER PROTECTION INFORMATION

John Heath Insurance Brokers LLP is a Limited Liability Partnership registered in England and Wales. Registered Office: 142 Nantwich Road, Crewe, Cheshire CW2 6BG, registered number OC339668.

John Heath Insurance Brokers LLP is authorised and regulated by the Financial Services Authority (FSA). Our FSA Register number is 490174. We are permitted to:

- advise customers on general insurance contracts
- arrange deals and deal as agent in general insurance contracts
- make arrangements with a view to transactions in general insurance contracts
- assist in the administration and performance of a general insurance contract

You can check this information on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/pages/register or by contacting the FSA on 0300 500 5000. It is our intention to provide you with a high level of customer service at all times. However, should you be unhappy with our service or have any cause for dissatisfaction we have a formal complaints procedure. In the first instance you should contact us by telephone on 01270 252252 or in writing at Arrowscroft, 142 Nantwich Road, Crewe, Cheshire CW2 6BG. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. 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. In certain circumstances we may place your risk with an intermediary or insurer outside the UK. If you object to this you should notify us immediately otherwise your agreement to place business in this manner and acceptance of these Terms of Business will constitute your informed consent. Please note that in these circumstances the legal and regulatory regime applying to the insurance intermediary or insurer may differ from that in the UK and consequently if the insurance intermediary or insurer fails, the premium may be treated in a different manner from that which would apply if the premium was held by an insurance intermediary or insurer in the UK.

YOUR DUTY TO PROVIDE INFORMATION

It is your responsibility to provide complete and accurate information to insurers 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 statements you make on proposal forms claims forms and other documents are full and accurate. Please note that if you fail to disclose any material information to your insurers, this could invalidate your cover and could mean that part or all of claim may not be paid.

INFORMATION ON COSTS

We will provide you with separate premiums for each of the individual products and services that we are offering including any fees. We charge a £17.50 administration fee for each renewal, mid-term adjustment, covernote, duplicate certificate or policy endorsement. Refunds will be paid net of policy commission and a £17.50 fee. Commercial renewals between £0 - £500 will be charged £17.50, between £501 - £1000 will be charged £30, between £1001 - £2000 will be charged £40, between £2001 - £4000 will be charged £50, between £4001 - £6000 will be charged £60, between £6001 - £10000 will be charged £120 and any commercial renewals over £10000 will be charged £150. Upon cancellation or mid-term adjustment of a policy any refunds will be paid net of policy commission and a £17.50 administration fee. Fees already paid at the outset of a policy or during the term of a policy are non-refundable. Certificates and other policy documentation will not be released to you until we are in receipt of full payment of the policy premium(s) and any fees. In these circumstances we will ensure that you receive full details of your insurance cover and will provide you with any documents that you are required to have by law. John Heath Insurance Brokers LLP are remunerated by receiving a percentage of premium by way of commission or brokerage which will be disclosed to clients on request. Alternatively, an agreed administration fee may be charged or a combination of a fee and/or commission. We may pass the money you pay us to another intermediary. We will only do this where it is a necessary part of the process of arranging cover for you. We may receive profit share and/or overrides from insurers or premium funding providers, which you consent to us retaining. Any interest earned on your money whilst in our possession will be retained by us.

CANCELLATION

Your policy may contain a right to cancel within 14 days of policy inception or receiving full documentation, details of which will be given to you when you take out your policy.

RISK TRANSFER / CLIENT MONEY

For the majority of insurance providers John Heath Insurance Brokers LLP act as agent of insurers for the collection of premiums and refunds of premium. This means that premiums are treated as received by the insurer when received by us

and we will advise you if this is not the case. Where we hold clients monies these are held on trust in a statutory trust account, which means that whilst we have legal ownership over such monies they remain for clients benefit.

CLAIMS

In the event of a claim:

- Report all incidents to our office as soon as possible (even if you do not think you are to blame)
- We will forward a claim form (if required) and advise you what to do next
- If our office is closed, you can report the incident to your insurer. Their helpline number will be provided to you with your policy documentation
- Please forward to us any documents or correspondence you receive. Do not reply to these yourself since it may prejudice your claim.

CONFIDENTIALITY

All personal information about you will be treated as private and confidential. We will only use and disclose the information we have about you in the normal course of arranging and administering your insurance, and will not disclose any information to any other parties without your consent. We may use information we hold about you to provide information to you about other products and services that we feel may be appropriate to you. Under the Data Protection Act 1998 you have the right to see personal information about you that we hold in our records. If you have any queries please contact our office.

CONFLICT OF INTEREST

There may be occasions when a potential conflict of interest arises. If this happens, we will inform you and obtain your consent before we carry out your instructions.

TERMS OF CREDIT

Most insurers include specific terms of settlement on certain contracts, others require that premiums be paid within certain strict guidelines. This is a condition of the policy that you must comply with. Failure to meet deadlines can lead to your policy being cancelled and render the contract voidable. Where we have placed a contract with strict payment guidelines this will override any period of credit we have allowed you.

All balances must be settled within **14 days** of receipt unless we have agreed other written credit terms with you.

If you are paying by direct debit to the insurance company, a valid mandate must be in force upon commencement of cover. If third party funding is used to finance premiums (e.g. Close Premium Finance Ltd) then we must be in receipt of a completed credit application upon commencement of cover, so that we receive premiums from the finance house within the credit period. If the agreement with a third party provider is terminated for any reason, then you do have to pay the balance of premiums due immediately.

We will give you regular accounting documentation. If you are unsure about any aspect of these credit terms, please notify us as soon as possible so that we can discuss it with you.

Where a statement balance is in your favour, we will arrange for payment to be made to you by way of a cheque, or we will apply it against any outstanding premiums.

PAYMENT OPTIONS

Cash/Cheque

A one off payment for the full amount. Please make cheques payable to 'John Heath Insurance Brokers LLP'.

Debit Card

Please contact the office with your card details. A service charge does not apply to debit card payments.

Credit Card

Please contact the office with your card details. A service charge applies to credit card payments (2% for personal cards and 2.6% for commercial cards).

Direct Debit

We are able to offer two types of direct debit facility:

1. Insurer direct debit
A service charge may apply, but may differ from insurer to insurer. The exact charge will be notified to you separately.
2. Close Premium Finance Ltd
This is an independent premium funding facility and can be used for any insurer and policy type. The service charge for 10 month direct debit agreements is as follows: Personal Lines is 8.5% with a minimum charge of £15, Commercial Lines below £5000 is 7.6% with a minimum charge of £15, and Commercial Lines over £5000 is 7.6% with a minimum charge of £35. 6 month agreements are available on Commercial Lines with a service charge of 6% (minimum £15 on premiums below £5000 and minimum £35 on premiums above £5000).

BACS

If you wish to pay by bank transfer, please use the following details:

NatWest Bank, Sort code 60-06-23, Account 31627560. Please use your Broker Reference as the transaction reference.

LAW & JURISDICTION

These terms of business shall be governed by and construed in accordance with English law. In relation to any legal action or proceedings arising out of or in connection with these terms of business we both irrevocably submit to the non-exclusive jurisdiction of the English Courts.