

Terms of Business

WHO ARE WE AND HOW TO CONTACT US

PJ Weller & Son Ltd ("PJW") are committed to a high standard of integrity and openness in our relationship with you and is directly authorised and regulated by the Financial Conduct Authority "FCA" for Non-Investment Insurance Contracts. Our Financial Services Register number is 306766 and you can check our status and permissions at www.fca.org.uk/register or by contacting the FCA on 0800 111 6768. We are also authorised to undertake certain consumer credit activities.

This Terms of Business outlines our key commitments to you and the standard of services and quality that you can expect from **PJW**. We have also detailed the action we need from you to ensure that the insurance arranged is appropriate for your needs and operates, as you require.

Our Status and Services provided: We offer a wide range of insurance products and act as an independent Intermediary (Broker) on your behalf, advising you on your insurance needs; arranging your insurance cover with insurers to meet your requirements, helping you with any subsequent event or alteration to your insurance that we have placed on your behalf and when dealing with your claims. We also act as an agent of the insurer when issuing cover notes, arranging surveys and collecting premiums. If placement is via another intermediary we may also act as their agent when collecting premiums.

INSTRUCTIONS

Please provide your instructions to us in writing (by letter / facsimile / email) in order to avoid any misunderstandings about the cover which you have requested. In urgent cases, we will accept verbal instructions, but request that they be confirmed in writing immediately.

PROPOSAL FORMS

With certain classes of insurance we will ask you to complete a proposal form. We will be happy to provide any advice and assistance as your insurance broker, although we prefer not to complete the form on your behalf. However in certain circumstances we will complete a proposal form on your behalf but we will ask you to confirm in writing the correctness of the information and sign the form after completion.

We particularly refer to your duties of disclosure as set out below as it is essential that we and / or Insurers are advised of all material facts prior to completing the placement of cover on your behalf.

DUTY OF DISCLOSURE

It is your responsibility as a proposed insured to disclose to Insurers all material information when obtaining cover, whether or not proposal forms are applicable or completed. Information is material if it would have an effect on the mind of a prudent Insurer in estimating the risk, and influence the decision on what premium terms to apply.

There is no duty on the Insurer to make enquiries and the burden falls upon you as the insured to fully disclose all material information.

INFORMATION ABOUT THE PROPOSED INSURANCE

We will always endeavour to act in your best interest:

- I) We provide you with adequate information in a comprehensive and timely way to enable you to make an informed decision about the insurance being proposed.
- II) We explain to you the differences in and the relative costs of the types of insurance, which we think, will suit your needs.
- III) We explain the key features of the insurance proposed, including the essential cover and benefits, any significant or unusual restrictions, exclusions, conditions or obligations and the period of the cover.
- IV) If we are unable to match your requirements, we will explain the differences between those requirements and the insurance that we are proposing.
- V) Unless otherwise stated quotations for insurance given to you will be valid for 30 days

CONFIRMATION OF COVER

We will provide you with cover notes where applicable and written confirmation that cover has been effected, the terms thereof and the Insurers involved. These will normally be sent to you within fourteen days of inception of cover.

You agree to review all information upon receipt and advise us immediately if the details of the cover or the participating Insurers, do not meet with your

approval, or do not reflect the instructions previously given to us, and particularly if any cover you require is excluded. Contract documentation will be forwarded promptly following inception of cover.

Please contact us if you wish to cancel any policy that we have arranged for you. You should refer specifically to the cancellation premium refund terms as stated in your policy as these do vary. You may have the right to cancel your policy and be entitled to a full refund of the premium paid within a stated cancellation period. If this is available to you this will be subject to no claims occurring and some insurers may charge an administration fee. Any request to cancel must be in writing to our usual office or email address.

PAYMENT OF PREMIUM

- We will advise you of premiums due from you to Insurers by means of a cover/debit note when the placement of the cover has been completed. This will normally be sent to you within fourteen days of inception of cover.
- The premium is due on attachment of cover. In order that we can settle with Insurers we will require payment of the premium within the terms of trade specified on the cover/debit note or covering letter. This will normally be immediately.
- In certain circumstances Insurers may impose a specific premium term whereby they require payment of premium by a certain date. We must stress that breach of that term may enable Insurers to void the policy from inception of cover. Non Payment of premiums may lead to the policy being cancelled. In such cases we will endeavour to contact you but if this has not been possible and premiums remain outstanding cover may cease. You agree that the settlement of premiums in good time is your responsibility. Receipts for payment will be provided on request. By accepting this agreement, you agree that delivery of any certificates of insurance to us shall constitute delivery to yourself in accordance with statute law.
- It is not our practice to accept in cash any premiums in excess of £250.
- We hold all client money in a statutory trust client account in accordance with FCA rules which only allows us to pay the insurer with monies you pay us for a particular policy. Rebates can only be released to you once we have received the money from your insurer. We cannot use other client's money to pay your premium and for this reason it is not possible for you to offset refunds against premium owed on another policy. Unless you tell us otherwise you are consenting to us holding your money in this way. Where necessary for the purposes of a transaction we may allow other FCA Authorised intermediaries to hold your money.

COSTS & REMUNERATION

We are normally remunerated by a commission paid to us by the insurer with whom your insurance is placed. For policies where the commission received makes the business uneconomical to handle, we will normally make an additional administrative charge. Any fees charged will be reasonable and we will always advise you in advance.

We normally also make the following additional administrative charges:

Arranging new policies	£30
Mid term adjustments	£15
Mid term cancellations and other refunds are refunded NET of Commission and in addition, we usually charge a £15 administration fee.	
Renewal	£30
Replacement/duplicate certificates or cover notes	£10
Payment by Credit Cards	2% surcharge

We will provide full details of our remuneration in relation to your transactions with us on request.

Where finance is arranged to facilitate payment of premiums we act as a credit broker and not lender. In such arrangements we act as the introducer but we do not charge a fee for this service.

In addition to such brokerage or commission, or agreed fee basis of remuneration as appropriate, we may be entitled to benefit from earnings which we are able to generate due to the volume and/or profitability of business placed with certain insurers or premium finance providers, and through management of cash balances held on behalf of Insurers and clients which are not identifiable to any specific client. Details relating to your transactions are available on request.

In the normal course of operating as insurance brokers we sometimes ask other brokers to assist us in responding to your instructions where we believe this is to your benefit. Unless a fee arrangement has been agreed these brokers will usually be remunerated by brokerage which will be included in the premiums charged.

CLAIMS

It is essential that claims, or circumstances which could give rise to a claim, are notified immediately. Such notification should include all material facts concerning the claim. **Failure to do so may entitle the Insurers to deny claims.** The Policy wordings will describe in detail the procedures and conditions attaching to making a claim.

- we will provide a claims handling service for as long as you remain a customer of **PJW** and we will:
- if you require us to do so, give you guidance in pursuing a claim under the policy; handle claims fairly and promptly and keep you informed of their progress; inform you in writing if we are unable to deal with any part of a claim; account to you, without avoidable delay, once a claim has been agreed and settled

LIMITATION OF LIABILITY

Unless we agree otherwise in writing, the aggregate liability of PJW arising under these terms of business and the relationship with you as insurance intermediaries shall be limited in respect of any claim for losses (including as a claim for breach of contract, tort or breach of statutory duty) to a maximum of £5,000,000. This limit shall apply to any one claim or any series of claims arising from one incident, however, there is no limit in respect of the following:-

- any claim received by a 'consumer' (i.e. a person acting for purposes outside of their trade, business or profession);
- any claim for personal injury or death caused by our negligence;
- any claim which results from us failing to meet our regulatory obligations;
- any claim which results from any fraudulent act(s) (including theft or conversion) by us.

RETENTION OF DOCUMENTATION

We will maintain records of the insurance contract(s) that we arrange on your behalf and our policy is to maintain placing and claims records in accordance with best practice within the insurance industry. Data is stored electronically and will be archived as appropriate. Any personal data held will be dealt with in accordance with data protection legislation relating to deletion of data from computer systems. However, for certain types of insurance cover it is possible that a claim may be made against a policy long after this period. Please therefore keep such documents in a secure place. We recommend that you retain a copy of each Certificate of Employers' Liability issued to you.

MARKET SECURITY

As a Broker we utilize both UK and overseas Insurers to obtain the best terms and conditions available for clients. However, the levels of regulation vary in each jurisdiction and if Non-EU or Non- UK Insurers participate in insurance contracts, the future ability of an insured to issue legal proceedings and/or execute judgment may also vary.

In selecting security a wide variety of factors including financial statements of the Insurer in question are taken into account. However, we cannot guarantee the future ability of any Insurer to meet policyholder obligations and therefore the final decision on the suitability of any Insurer rests with you. If you have any concerns about the security offered please contact us immediately to discuss the matter

CUSTOMER SERVICE

We will nominate a specific team to work on your behalf and provide full details of their contact numbers and email addresses for ease of reference. We may also wish to make changes to the team to reflect promotions and allow our staff to take on new opportunities.

DATA PROTECTION, CONFIDENTIALITY & SECURITY

PJW will treat any information received by us from you with the utmost respect and, where appropriate, in accordance with data protection legislation, including the Data Protection Acts 1984 and 1998.

Information provided by you, or, which is obtained from other sources in the course of our dealings with you, may be used by **PJW** to facilitate the provision of the services applied for or requested.

For this purpose we may share your data with third parties. We may use providers which may involve, without limitation, carrying out credit checks to verify identity and for the detection and prevention of crime and fraud &/or for the provision of premium finance.

One Broker Ltd is the holding company of PJ Weller & Son Ltd and you agree from time to time we may disclose your information to other entities owned by One Broker Ltd

We may use this information that we hold about you to offer you other services that we think might be of interest to you. If you prefer not to receive information about these services please advise the Compliance Officer at **PJW Ltd**, Lakeside 300, Old Chapel Way, Broadland Business Park, Norwich NR7 0WG.

Under the Data Protection Act 1998, you are entitled to a copy of your personal data held by us upon written request and payment of a fee.

We will take appropriate steps to make sure that any money, documents, other property or information that we handle or hold for you is secure.

COMPLAINTS

If at any time you have a complaint about the services that we provide for you, then you should initially contact us by phone, fax, email or in writing.

Please address your complaint to the Compliance Officer at **PJW**, Lakeside 300, Old Chapel Way, Broadland Business Park, Norwich NR7 0WG

If you make a complaint, we will acknowledge it promptly, explain how we will handle your complaint and indicate when you may expect our reply. We will keep you reasonably informed as to the progress but will provide a formal written response after 8 weeks from receipt of the original complaint. If the complaint cannot be resolved within this timescale we will write with an explanation as to the progress and the likely timescale involved. If you are not happy with our response, or the position after a period of 8 weeks, you may be eligible to refer your complaint to the Financial Ombudsman Service (FOS), Exchange Tower, Harbour Exchange Square, London, E14 9GE. The FOS helpline is 0800 023 4567 (free from a 'fixed line', charges may apply if you call from a mobile phone) or 0300 123 9123 (calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs).

Your Insurer also operates a complaints procedure details of which are in your policy documentation. Your Insurers are covered by the Financial Services Compensation Scheme ("FSCS"). You may be entitled to compensation from the scheme if they cannot meet your obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for at least 90% of any claim, without any upper limit, however compulsory classes of insurance are covered for 100% of a claim. Further information about compensation scheme arrangements is available from the FSCS www.fscs.org.uk or helpline on 0207 892 7300

GOVERNING LAW

In respect of policies issued in England and Wales, these Terms and Conditions of Trading will be governed by, and construed in accordance with, the Laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

STATUTORY RIGHTS

Your normal Statutory Rights are not affected by this agreement.

THIRD PARTY RIGHTS

These terms of business exclude any rights, which may be conferred upon Third Parties by the Contracts (Third Party Rights) Act 1999.

SCOPE & TIMESCALE

These Terms Of Business apply for the length of our appointment as your Insurance Broker.