

RETAIL CUSTOMER STATUS DISCLOSURE AND TERMS OF BUSINESS AGREEMENT

This document outlines Johnstone Insurance Brokers Ltd Status Disclosure and Terms of Business. Unless you advise us to the contrary we will assume that you wish to be bound by the terms of this agreement.

What is the Financial Conduct Authority (FCA)?

The FCA is the independent watchdog that regulates financial services. It requires us to give you this document. Use this information to decide if our services are right for you. Johnstone Insurance Brokers Ltd, at the above address, is authorised and regulated by the Financial Conduct Authority. Our FCA registration number is 452604. Our permitted business is arranging general insurance contracts. JIB Ltd is also authorised and regulated by the Financial Conduct Authority to operate as a credit broker. JIB Ltd does not charge any fees to customers in relation to credit broking activities.

You can check this on the FCA Register by visiting the FCA website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

Whose products do we offer?

It is our policy to provide advice or information on general insurance products that are available after having undertaken either a fair analysis of the market, a review of a limited number of insurers, or terms provided by a single insurer. When a recommendation is for a product that has not been selected on the basis of a fair market analysis, we can, upon your request, provide you with a list of those insurers from whom we have made our selection. Where we have utilised the services of a wholesale broker or underwriting agent to place your insurance we will identify both the insurance company and the wholesale broker or underwriting agent. For certain classes of business we have negotiated preferential terms and conditions with dedicated insurers and we may deal with them, or a single insurer, exclusively. When our recommendation is provided in these circumstances we shall advise you accordingly. An Insurers' Policy Summary will be provided to you at inception of your policy and a specimen policy document is available upon request for all policies we recommend.

It is our intention to use only secure Insurers and we make investigations into the strengths of appropriate Insurance Companies. However, we cannot and do not guarantee the solvency or continued solvency of any Insurers used and clients should make their own investigations into the financial position of any Insurer with whom they enter a contract. We will where insurers are not rated by Ratings Agencies always draw your attention to this so that you can decide whether the insurer is appropriate for your needs or not.

What service will we provide you with?

We will advise and make a recommendation for you after we have assessed your needs and we will provide you with a suitability statement, verbally if you request it or require immediate cover, and in writing immediately after the conclusion of your contract. Unless advised otherwise we receive a commission from your insurers. You have the right at any time to request information regarding any commission, or the level of it, which we may have received as a result of placing your insurance business.

What will you pay for our services?

The following charges will be made for your insurance: -
Document issue fee of up to £25.00
New business policies for Horsebox Insurance up to £25.00
All renewals up to £25.00
All policy adjustments up to £25.00
All duplicate documentation requests up to £25.00
On cancellation of your policy up to £25.00
Dishonoured cheque or payment up to £25.00
All return premiums will be refunded net of our commission
Information requests under the Data Protection Act £10.00
Please note that on cancellation of a policy your insurer may not allow a proportionate refund.
These charges will be in addition to any charges made by your insurers. Should it be necessary for other charges to be made by us these will be notified to you in advance.

What is your duty of disclosure under the Consumer Insurance Act 2012?

You must take care to answer all questions fully and accurately to the best of your reasonable knowledge. This must include anything that may affect an insurer's decision to issue a policy or to continue cover. If you are unsure whether a fact is relevant, please tell us anyway. For vehicles, you must tell us all relevant facts relating to the vehicle or to anyone who will drive the vehicle and in the case of home insurance, for the property itself and all members of the household.

We cannot maintain a permanent record of all information disclosed to us and it is your responsibility to take care to:

- re-disclose all relevant facts when asked
- ensure that all statements made to insurers, whether in the proposal (application) form or elsewhere are correct
- ensure the accuracy of information supplied

When do you need to pay your premiums?

Your premium is due for payment as soon as cover has been arranged for you. In the case of renewals, your premium is due for payment on or before the renewal date. If you fail to pay the premium by the renewal date then your policy will automatically be cancelled from that date. However, if your premium is paid by direct debit, renewal of your policy will be assumed unless you inform us that cover is no longer required. Direct Debit facilities may either be arranged with your insurer, or alternatively by means of a premium finance agreement through Premium Credit Ltd or similar premium finance organisations. In accordance with our standard practice, your premiums may be used to pay other clients' premiums to insurers, as may their premiums be used to pay yours but only where the Insurer has agreed that premium collected by us will be treated as having been received by them. Where this is not the case we will hold your money in a Statutory Trust Account for your benefit. It will remain protected until such time as the Insurer has confirmed receipt. We reserve the right to retain interest earned on these accounts. By accepting this Terms of Business Agreement, you are giving your consent for us to operate in this way.

Confidentiality and Use of Personal Data

For full information in respect of your rights and our use of your data under General Data Protection Regulation please refer to our [privacy notice](#). A copy is available to view on our website and will be supplied to you on request either by email or by post at your convenience.

What are your cancellation rights?

If, in the unlikely event of you not receiving the information regarding your policy, prior to you making a decision to buy it, you have a 14-day period, commencing from when you do receive your documentation, in which to cancel your cover (providing your policy is not less than one month in duration, or a commercial policy). You must return all documentation within 30 days if you wish to use this cancellation clause, and your request must be in writing and dated. Your insurers will make a charge for the period you have been on cover, and we will charge a £25.00 administration fee in addition to any other charges. If you do not use this cancellation clause, your insurers will keep your premiums and you will be insured.

What should you do if you wish to make a claim?

We wish to ensure that any claim is dealt with promptly and efficiently. Some Insurers for some types of policy covers have a 24 hour Emergency Claims Helpline, details of which will be shown in your policy booklet, and in those circumstances you should make contact with them. It is otherwise essential that your insurer is notified of a claim or circumstances that could give rise to a claim as soon as possible. Some policies will have specific conditions regarding this so you should make contact with our office on 01724 872939 or your usual contact at the first opportunity to report the matter. Where there are more specific claims reporting and assistance procedures we will specifically make you aware of these when cover is arranged.

What if you are not satisfied with our service?

Johnstone Insurance has a Consumer Charter that guarantees the Fair treatment of our customers. We aim to provide you with a high level of service at all times. If we fail, you may register a complaint by writing to the Directors, marked Private and Confidential, at the address at the top of this page. Alternatively you may telephone and register your complaint verbally by speaking to the Directors on 01724 872939. We will acknowledge your complaint promptly, explain how we will handle it, and keep you informed of the progress of your complaint. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

What is the Consumer Charter?

1. The fair treatment of customers is central to our culture.
2. We market products and services to appropriate customer groups

3. We give customers clear information about the products they are buying and keep them appropriately informed at all times
4. When customers receive advice, it is suitable for their needs and takes account of their circumstances as advised to us
5. Products perform as we have led our customers to expect, and we will deliver the service we say we will
6. We will provide a professional ongoing service in order to achieve the best outcomes for our customers.

Are we covered by the Financial Services Compensation Scheme (FSCS)?

We are covered by the 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. Insurance advising and arranging is covered for 100% of the first £2000 and 90% of the remainder of the claim without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

Liability

We acknowledge that we will be liable to you for loss, damage, costs and expenses ("Losses") caused by our negligence or the negligence of any of our directors and employees subject to the following provisions of this clause.

We shall have no other liability of any nature, whether in contract, tort, or otherwise, for any losses whatsoever and howsoever caused, arising from or in any way connected with the services and/or advice provided by us or our engagement by you.

We shall not be liable in contract, tort (including negligence) or otherwise (i) for any increased costs or expenses, or (ii) for any loss of profit, business, business contracts, business revenues or anticipated savings, or (iii) for any special, indirect or consequential damage of any nature whatsoever.

We shall not be liable to the extent that losses are due to the provision of false, misleading, inaccurate, or incomplete information or documentation or your failure to inform us of any material information or if and to the extent losses are due to any act or omission of any person other than ourselves.

We shall not be liable to you or be deemed to be in breach of our contract with you by reason of any delay in performing, or any failure to perform, any of our obligations to you, if the delay or failure was due to any cause beyond our reasonable control.

Unless otherwise agreed by us with you in writing, our total liability to you (whether in contract, tort (including negligence) or otherwise) shall not exceed £5,000,000 in respect of any one Claim.

"Claim", for the purposes of this clause shall mean all claims and losses resulting from:

- § One and the same act error or omission; or
- § A series of acts errors or omissions arising out of or attributable to the same originating cause, source or event.

Nothing in these terms and conditions is intended nor shall operate to exclude or restrict any duty or liability to the client which we have under the regulatory system in or under the Financial Services and Markets Act 2000, or any liability arising from our fraud or dishonesty, any liability for death or personal injury caused by negligence or any other liability which by law cannot be excluded or restricted.