

Terms of Business Agreement

Terms of Business (V22)

We recommend that you carefully read these Terms that apply to our appointment by you and the services we will provide.

NMJ Insurance Brokers Ltd (Head Office)

1 Millennium Gate, Westmere Drive, Crewe CW1 6AY.

Telephone: 01270 506980 Fax: 01270 506983 Email: crewe@countynins.com

Law and Language

This Terms of Business is subject to English Law and the jurisdiction of the English Courts. We will use the English language 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.

Acceptance

The purpose of this agreement is to set out our professional relationship and detail the services we will provide to you. For your own benefit and protection, you should read all of the information carefully. If you do not agree to any part of the information, please tell us. We assume that you accept the terms of this agreement unless we hear from you.

The Regulator

The Financial Conduct Authority (FCA) is an independent watchdog that regulates financial services.

We are an Insurance Intermediary and our permitted business is arranging, advising, dealing as agent and assisting in the administration and performance of general insurance contracts and credit broking.

Our Financial Services Register number is 503364 and you can check our status and permissions at www.fca.org.uk or by contacting the FCA on 0800 111 6768.

Use of Personal Data

We are committed to protecting your personal information. We will use personal information about you fairly and lawfully, primarily in connection with the provision of insurance. Full details can be found in our Privacy Notice at www.countynins.com which specifies the information we may collect on you and from whom, how and why we use this information, how we may share and disclose the information and the retention of your data. In some instances we may need to seek your consent before processing such data. We will always make it clear to you when and why we are seeking your consent. A hard copy of the Privacy Notice is available on request.

You have a number of rights (including the right of access to see personal information about you that is held in our records) and these are detailed in the Privacy Policy but for any questions or concerns relating to the Privacy Policy or our data protection practices, or to make a subject access request, please contact us at:

County Insurance Consultants Limited - Data Protection Officer, 50 Fenchurch Street, London, EC3M 3JY.

Our Remuneration

We receive a commission from the insurer which is a percentage of the annual premium.

We may charge you an administration fee when taking out a policy with us and on mid-term adjustments and policy cancellations. Where we charge a fee full details will be advised to you prior to inception of your policy.

If the type of policy we sell and / or our overall account with the insurer reaches specific profit targets we may receive an additional payment from the insurer. Where we undertake work on behalf of the insurer, such as issuing quotations and policy documents on their behalf we may receive an additional payment from them for the work undertaken.

Where you pay your premiums by monthly instalments we receive a payment from the finance provider for introducing you, which is a percentage of the amount financed.

Where you purchase additional services such as building valuations we earn a fee from the suppliers which is a percentage of the purchase price.

You can ask us at any time for full details of the income earned by us in handling your insurance.

In addition, we may make the following charges to cover the administration of your insurance. These charges are non-refundable

	Consumer	Taxi	Commercial	Commercial
Premium	Any	Any	Under £5000	Over £5000
New Business	£30	£150	£55	£100
Renewal	£30	£150	£55	£100
Midterm Change	£30	£75	£30	£30
Cancellation	£50	£100	See Below*	See Below*
Lost Documents	£10	£10	£10	£10

Non-Commission Where a policy is arranged on a Non Commission basis an arrangement fee will be charged in Lieu of commission. This will be disclosed prior to arranging the policy.

Complex Risks** In addition to the administration fees, a service charge will be made for more complex risks to reflect the additional work required.

*Commercial cancellation of a policy – we will retain the proportion of the refund that relates to commission earned (Minimum £50)

Policies voided or cancelled from inception by insurers will be treated as a cancellation and we will retain any fees before returning the net premium to you.

**Specific charges, which apply to individual policies, will be advised to you prior to the commencement of each contract applicable to that policy. The specific charge and purpose of any additional charges will always be advised to you in advance.

Our Service

We provide advice on the basis of a fair and personal analysis of the market. For some specific cover types we may only deal with a single insurer or a limited number of insurers and do not advise on the basis of a fair and personal analysis of the market. In these cases we will advise you of this and specify the insurers that we deal with for that type of cover.

We act on your behalf in sourcing a suitable policy for you.

We may at times act on behalf of the insurer under delegated authority agreement whereby we are able to quote or issue policy documentation on their behalf. Where we recommend a policy with an insurer where we act under a delegated authority agreement we will advise you of this.

Your specific circumstances will dictate which of these bases is the most appropriate for you. The approach which we adopt, will be based on our knowledge of the market, the quality of an insurer's policy terms and claims service and the insurer's ability to provide definitive contract terms at inceptions of insurance.

Hire and Reward only:

We will provide you with information only; including generic comparisons between different insurers, you will need to make your own choice as we will not provide you with any advice or specific recommendations.

Conflicts of Interest

We are a subsidiary of Global Risk Partners Limited which controls a number of insurance intermediaries. We may sometimes approach other group companies to provide quotes and may recommend their products if they are assessed to meet your needs.

Market security

We check the financial strength ratings of the insurers with whom we place your business using the specialist rating agencies. We do not assess or guarantee the solvency of any insurer at any time during the contract period. If an insurer who has granted risk transfer to us becomes insolvent, any related premiums we hold for that insurer are deemed to have been paid to them and will not be returnable to you. In the event of any insurer's insolvency you may still have a liability to pay the premium. We do not accept any liability for any unpaid amounts in respect of claims or return premiums due to you from a participating insurer who becomes insolvent or delays settlement. You will also additionally have the responsibility for payment of premiums if you require replacement security.

Handling Money

Client money is money of any currency that we receive and hold on behalf of our clients in the course of carrying on business as an insurance intermediary, or money that we treat as client money in accordance with the FCA Client Money Rules. We may also hold premiums as agent of the insurance undertaking, in which case any money received by us is deemed to have been received by the insurance undertaking. We hold client money in a statutory trust account.

We may transfer client money to another person, such as another broker or settlement agent for the purpose of effecting a transaction on your behalf through that person.

By paying your premiums you are agreeing to us holding client money in the above manner.

Payment Options

We will provide you with full details of all the payment options available to you when we provide you with your insurance premium.

If you choose to enter in a finance arrangement, your details will be passed to a third party (insurer or lender) to enable them to contact you and you should contact us at the address given in this document if you do not want your details passed to that party. This finance arrangement will be subject to interest charges that we will confirm to you when providing the full details. Importantly, the arrangement you will enter into will be with the finance company not us. It is an entirely separate contract irrespective of the insurance contract. In the event of your failure to meet with the contractual obligations regarding payment the finance provider could approach the insurer to seek a termination of the insurance contract to recoup their outstanding finance arrears. You will be liable to pay their costs and charges if you do not keep up your repayments and cover is cancelled under your policy. This is because the agreement is between you, the policyholder and the finance company direct, not us or the insurer.

It is important that you read the finance agreement that is sent to you before you agree to enter into such an agreement.

We do not charge any fees to you for introducing you to a credit provider

If you are a consumer as defined under the Consumer Credit Act, you will have the benefit of a 14 day cooling off period.

Please Note: Your policy cover will cease if you fail to keep up payments on an instalment agreement or premium finance facility related to it.

Your Right to Cancel (Applicable to Consumers only)

Please contact us if you wish to cancel any policy that we have arranged for you. Customers acting outside their trade or profession (Consumers) will usually have a legal right to cancel policies for any reason, subject to no claims having occurred, within 14 days of receiving the full terms & conditions. You will always be advised where this Right applies. A charge may apply for the period of cover provided and, in addition, an administration charge will apply as shown in the charges section above, cancellation under this right must be in writing, prior to expiry of the cancellation period, to our usual office address.

Complaints

Our aim is always to provide our customers with a first-class service; however we are aware that, occasionally, it is possible that we may fail to meet your expectations. If for any reason we have not met your expectations, let us know as soon as possible, by calling our main office telephone **01270 506980**, or write to **Alastair Christopherson, 1 Millennium Gate, Westmere Drive CW1 6AY** or email **complaints@countyins.com**

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. You will receive an acknowledgement of the matter together with a copy of our complaints process promptly and certainly within 5 working days. We will then aim to investigate and provide a resolution as quickly as possible, informing you of the position at no later than 4 weeks and a final response no later than 8 weeks.

If you wish to ask Lloyd's to investigate your complaint you may do so by contacting:

In writing:
Complaints Team
Lloyds, One Lime Street
London
EC3M 7HA

By email: complaints@lloyds.com Website: www.lloyds.com/complaints
By phone: +44 (0)20 7327 5693 By fax: +44 (0) 20 7327 5225

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

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) for an independent assessment and opinion.

The FOS Consumer Helpline is on **0800 023 4567** (free for people phoning from a "fixed line" (for example, a landline at home) or **0300 123 9123** (free for mobile-phone users paying monthly charge for calls to No's starting 01 or 02). Alternatively you can contact them at Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR. www.financial-ombudsman.org.uk

A full copy of our complaints procedure is available on request.

Financial Services Compensation Scheme (FSCS)

If we are unable to meet our obligations, you may be entitled to compensation from the FSCS. If we have advised or arranged insurance for you this will be covered for 90% of a claim, without any upper limit, however claims under compulsory insurance, professional indemnity insurance and certain claims for injury, sickness or infirmity of the policyholder are protected at 100%. Further information is available from the FSCS helpline on 0800 678 1100 or 020 7741 4100 and www.fscs.org.uk.

The FSCS is the UK's statutory fund of last resort for customers of authorised financial services firms. Compensation is usually payable if an authorised firm is unable or unlikely to pay claims usually because it has ceased trading or become insolvent

Insurance Premium Tax (IPT)

Your premium detailed in the policy will include IPT at the prevailing rate. Should the rate of IPT be amended by the Government, your premium will be amended by the insurer to reflect the change.

Some policies are subject to Value Added Tax (VAT) not IPT and should the rate of VAT be amended by the Government, your premium will be amended by the insurer to reflect the change.

Severability

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.

Rights of third parties

No provision of these Terms of Business will be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person other than you or us.

Termination

You may cancel this agreement with us at any time. You must provide written notice of instructions. We also reserve the right to cancel this agreement at any time. In any event, we will provide you with reasonably sufficient time to re-arrange your insurance and we will notify you of termination in writing together with an explanation if appropriate.