



# TERMS OF BUSINESS

## **Contact Details**

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Registered in England No 4210219.

## **Accepting our Terms of Business**

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business. We draw your particular attention to:

- The section headed 'Use of personal data', and specifically the paragraph explaining how 'sensitive personal data' will be used; and
- The section headed 'Handling money', which explains our terms for handling client money in a Non-Statutory Trust account.

If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us at the address shown on the first page of this document.

## **The Financial Services Authority**

Just Insurance Brokers Limited is an independent insurance broker. We are authorised and regulated by the Financial Services Authority (FSA). Our permitted business is advising, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts

Our FSA Register number is 304431. You may check this on the FSA's register by visiting the FSA website, [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

## **Our Service**

Our role is to advise you on your insurance requirements and make a suitable recommendation after we have assessed your needs.

We select personal and commercial insurances from a range of insurers, but for certain products, we may only deal with a single insurer or select from a limited number of insurers. Further details can be provided on request.

In respect of policies purchased through our website you will not receive advice or a recommendation from us. You will need to make your own choice about how to proceed. However, advice and recommendation is available if you contact our office.

We will not in any circumstances act as an insurer nor guarantee or warrant the solvency of any insurer.

## **Payment for our services**

We normally receive commission from insurers or product providers, but in addition we may charge you for handling your insurance as follows:-

- i) Up to £50 for new policies, mid term adjustments and renewals.
- ii) In certain circumstances we may agree with you a separate fee in lieu of, or in addition to commission.

On request, we will be pleased to provide information about any commission received by us in the handling of your insurances.

You will receive a quotation which will tell you the total price to be paid, and which identifies any fees, taxes and charges separately from the premium, before your insurance arrangements are concluded.

We also draw your attention to the sections headed 'Cancellation of Insurances' and 'Ending your relationship with us'.

## **Complaints and compensation**

We aim to provide you with a high level of service at all times, but if you are not satisfied, please contact James Brown at the address shown on the first page of this document.

If the matter cannot be resolved, you may be entitled to refer the complaint to the Financial Ombudsman Service (except in the case of a business with a group annual turnover of £1m or more, a charity with an annual income of £1m or more, or trustees with a net asset value of £1m or more).

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 and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim without any upper limit.

For compulsory classes of insurance (such as Third Party Motor or Employers Liability), insurance advising and arranging is covered for 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS on 020 7892 7300 or [www.fscs.org.uk](http://www.fscs.org.uk).

## **Handling Money**

Your premiums are held by us in a separate bank account which is designated as a Client Money Non-Statutory Trust account. This is set up in accordance with the FSA regulations which are designed to protect clients in event of our financial failure.

Full details of these arrangements are available on request.

Your agreement to pay the premium together with your acceptance of these Terms of Business will constitute your informed consent to our holding your money in a Non-Statutory Trust account. Interest earned on monies held in such a Non-Statutory Trust account will be retained by us.

## **Your Responsibilities**

You are responsible for providing the complete and accurate information which insurers require in connection with any proposal for insurance cover. This is particularly important before taking out a policy and at renewal, but it also applies throughout the life of a policy. If you fail to disclose information, or misrepresent any fact which may influence the insurer's decision to accept the risk or the terms offered, this could invalidate the policy and claims may not be paid. You must check all details on any proposal form or Statement of Facts and pay particular attention to any declaration you may be asked to sign.

It is important that you read all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Particular attention must be paid to any warranties and conditions as failure to comply with them could invalidate your policy.

You must inform us immediately of any changes in circumstances which may affect the services provided by us or the cover provided by your policy.

If you are unsure about any matter, please contact us for guidance.

## **Claims handling arrangements**

You should take note of the required procedures in the event of a claim, which will be explained in the policy documentation. Generally, insurers require immediate notification of a claim or circumstances which might lead to a claim. We will employ due care and skill if we act on your behalf in respect of a claim.

## **Conflict of interests**

Occasions can arise where we or one of our associated companies, clients or product providers may have a potential conflict of interest with business being transacted for you. If this happens, and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment.

## **Cancellation of Insurances**

You should make any request for the cancellation of a policy in writing and any relevant certificate of insurance should be returned to us or to the Insurer concerned. The terms of your policy may allow insurers to retain the premium in full or to charge short-period premiums in the event of cancellation.

Brokerage and fees are earned on a minimum and deposit basis for the policy period. This entitles Just Insurance Brokers Limited to retain all brokerage or fees in relation to policies placed through us even if the policy is cancelled during the period of cover.

We may cancel your policy if you default on premium payment or production of required documentation (but only after having advised you beforehand at your last known address).

## **Ending your relationship with us**

Subject to your immediate settlement of any outstanding premiums and fees, you may instruct us to stop acting for you and we will not impose a penalty. Your instructions must be given in writing and will take effect from the date of receipt.

In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days notice.

Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed according to these Terms of Business. You will be liable to pay for any transactions concluded prior to the end of our relationship and we will be entitled to retain commission received for conducting these transactions, together with all fees charged by us for services provided.

## **Use of personal data**

We will process any personal information we obtain in the course of providing our services to you in accordance with the Data Protection Act 1998. In administering your insurances it will be necessary for us to pass such information to insurers and other product or service providers which may also provide us with business and compliance support.

We may also disclose details to relevant parties, as necessary, to comply with regulatory or legal requirements. We may contact you or pass your details to other companies associated with us in order to promote products or services which may be of interest to you. We will not otherwise use or disclose the personal information we hold without your consent.

Some of the details you may be asked to give us, such as information about offences or medical conditions, are defined by the Act as sensitive personal data. By giving us such information you signify your consent to it being processed by us in arranging and administering your insurances.

Subject to certain exceptions, you will be entitled to have access to your personal and sensitive personal data for which you will be charged a fee of £10. If at any time you wish us, or any company associated with us, to cease processing any of the personal data or sensitive personal data we hold, or to cease contacting you about products and services, please write to James Brown at the address shown on the first page of this document.