

# Jacksons Terms of Business Agreement (Consumer)

This document details our service and our arrangements for dealing with your insurance. Please read it carefully and retain a copy for your records.

The English language will be used 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 and this agreement shall be subject to English Law.

**The Financial Conduct Authority** is the independent watchdog that regulates financial services. Web Shaw Ltd trading as Jacksons is authorised and regulated by the Financial Conduct Authority. Our FCA Register number is 628592. You can check our status at <https://register.fca.org.uk> or by contacting the FCA on 0800 111 6768. Our permitted business includes advising, arranging, dealing in and assisting with the placing & administration of General Insurance policies.

## How we treat Information You give to us (Our Privacy Statement)

We are a data controller and our data protection officer is Ian Eccles. We act as Your agent and will collect data, including personal information and risk details, solely to enable us to obtain and provide insurance quotations, arrange and administer Your insurance. Data collected by us is contractual, and for Our legitimate business interests as an insurance broker and We will be unable to offer any quotation or insurance if You refuse to provide certain personal data, including health, financial and criminal records data which is collected under the lawful basis of public interest, where these would affect the provision of cover and/or performance of insurance contracts. Your information will be held securely by us and shared with insurers, and anyone else involved in the normal course of arranging and administering Your insurance which could include reputable providers outside the EU, to enable them to provide accurate terms and they will also obtain data about You and Your insurance history from various insurance anti-fraud databases, such as the Claims and Underwriting Exchange (CUE) as well as publicly available websites and credit referencing agencies.

We will not give anyone else any personal information except on Your instructions or authority, or where We are required to do so by law, or by virtue of Our regulatory requirements. Information about You and Your insurances will be held while You are a client and for a minimum of three years, and in certain circumstances up to six years, after expiry of Your policies. Under the Data Protection Act data subjects have the right to see, and correct, personal information about them that We hold. Please write to our data protection officer at our usual office address if You wish to exercise Your rights or have a complaint about our use of Your data.

**We are an independent insurance intermediary**, who acts on our customers' behalf in arranging insurance. Our services include: assessing your insurance needs and personally recommending policies suitable for you; arranging your insurance cover with insurers to meet your requirements; and helping you with any ongoing changes you have to make. We usually offer advice from a range of insurers, representing a fair analysis of the market, however, under certain circumstances we may only deal with a limited panel, or single insurer and we will notify you when this applies.

**We will advise and make a personal recommendation** for You after we have assessed Your demands and needs. Our advice will be confirmed in a demands & needs statement, giving reasons for our recommendation.

## Our Service to you and the Products we Offer

### Information on Payment Options and How we will treat Payments You make to Us

We normally accept payment by cheque or the following credit/debit cards – Visa, Mastercard. You may be able to spread your payments through insurers' instalment schemes or a credit scheme, which we have arranged with an established insurance premium finance provider, however rates and acceptance may be subject to a credit check. We will give you full information about your payment options and the appropriate finance agreement when we discuss your insurance in detail.

Under the terms of our agreements with the Insurance companies with whom We place business, We normally receive premiums You pay to us as Agent of the Insurer. All insurance premiums You pay to us are protected in a Statutory Trust Client Account until We pay insurers. We do not pay any interest on premiums held by us in the course of arranging and administering Your insurance.

## Our Fees and Charges for providing Our Services to You

We usually receive commission from the insurer, which is taken from the amount you pay us, on the insurance and premium finance with whom we place your business and we also make the following charges to cover the administration of your insurance:

Arranging new policies	£15
Mid-term adjustments	£15
Renewals	£15

Replacement/duplicate certificates or cover notes	£15
Mid-term cancellations and other refunds are refunded NET of commission and we may, in addition, charge an administration fee of	£15

Personal lines/Retail policies cancelled during the 'Right to Cancel' period will be subject to an administration charge of £15, in addition to the premium charged by the insurer for the period of cover provided. Occasionally we may arrange a policy on which we earn no commission and in these cases we will advise you of the arrangement fee before you take the policy out. **We may also make additional charges specific to the arrangement and servicing of certain policies, but these will always be advised to you in advance.** Where we may receive additional remuneration based on the volume or profitability of our account with an insurer we will advise You of this.

Our aim is to provide a first class service, however, if you wish to register a complaint, please contact us **by writing** to Ian Eccles (Complaints Manager), Jacksons, Jackson House, 1 Alverton Street, Penzance, Cornwall, TR18 4ET or, **by phone** on 01736 364336, **by email** at [info@jacksonsgroup.co.uk](mailto:info@jacksonsgroup.co.uk). If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service, for an independent assessment. The FOS Consumer Helpline is on **0800 023 4567** and their address is: Financial Ombudsman Service, Exchange Tower, London E14 9SR. Their website is at: <http://www.financial-ombudsman.org.uk/>, or, if your complaint relates to a policy sold online or via email can register the complaint using the European Online Dispute Resolution platform at <http://ec.europa.eu/consumers/odr/>

**The Financial Services Compensation Scheme (FSCS)** We are covered by the Financial Services Compensation Scheme (FSCS). Insurance advising and arranging is covered for 90% of the claim, without an upper limit. For compulsory insurances (for example, motor insurance and employers' liability insurance), insurance advising and arranging is covered for 100% of the claim, without an upper limit. Further information about compensation scheme arrangements is available from the FSCS.

## Premium Finance Facilities and Service

We are a credit broker, not a lender. We may use insurance and finance providers who will conduct a credit check and share your payment record with other lenders, all of which will be recorded on your credit record. **Please contact us if you do NOT consent to a credit check being undertaken**, however this may affect our ability to offer instalment facilities to you. In relation to the provision of credit, we offer only the facilities provided by Insurers, or those of Premium Credit Ltd from whom we may receive a commission. We will not offer you any advice on premium finance facilities available through us and you will need to decide yourself on the suitability of any credit agreement offered.

## How you can Complain

**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 and your credit rating may be affected. In entering into a credit agreement to pay your insurance premium, you give the finance provider the legal Right to cancel your insurance policy on

your behalf in the event that you default on the loan, and offset any refunded premium against the outstanding amount owed to them. This means that if you default on your payment terms and the finance provider requests that we cancel your policy, we will do so as your agent.

### Your Responsibility to Provide Information

**You must take reasonable care to answer all questions honestly and to the best of your knowledge, and if you volunteer any other information, you must ensure that the information is not misleading. If any information that you have provided to us changes before you take out your insurance, during the life of the policy or at renewal, you must inform us of the change. If you deliberately, recklessly or carelessly misrepresent any information in relation to this insurance then your policy may be cancelled without refund, or treated as if it never existed, or your claim rejected or not fully paid.**

**Reporting Claims:** As part of our service, we will assist you with any claim you need to make and tell you what your responsibilities are in relation to making claims. All incidents which could lead to a claim must be reported as soon as practicable. Your insurer's claims contact number is shown in your policy.

**You have a legal right** to cancel your policy or credit agreement 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 will apply for the period of cover provided and, in addition, we make an administration charge as detailed above. If you cancel a credit agreement you will need to repay any sums provided in full. If you cancel after the 14 days has elapsed, short-period cancellation rates apply. **If you wish to cancel a policy you must advise us in writing, prior to expiry of the 14-day cancellation period, to our usual office address.**

### Your Right to Cancel

**Awareness of Policy Terms** - When policy documentation is issued you should read it carefully, as it is these documents, including schedule, certificates and endorsements that are the basis of cover you have purchased. You are responsible for reviewing the evidence of insurance cover to confirm that it accurately reflects the cover, conditions, limits and other terms that you require.

**Market Security** - We will not in any circumstances guarantee or otherwise warrant the solvency of any insurer or market used for your requirements. If you have any concerns regarding any insurer chosen for your insurance requirements you must advise us as soon as possible and we will discuss them with you

#### **Electronic Communication -**

We may communicate with each other by electronic mail, sometimes attaching further electronic data, where we have each expressed a wish for that to happen. By consenting to this method of communication we and you accept the inherent risks (including the security risks of interception of or unauthorised access to such communications and the risks of viruses or other harmful devices). Notwithstanding that we, and you have reasonable virus checking procedures on our system, you will be responsible for checking that messages received are complete. In the event of a dispute neither of us will challenge the legal evidential standing of an electronic document our system shall be deemed the definitive record of electronic communications and documentation.

**Third Party Rights** - Unless otherwise agreed between us in writing no term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999.