



James Brown and Sons

Insurance Brokers of Somerset

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INTRODUCTION TO JAMES BROWN and SONS (SOMERSET) LTD & TERMS OF BUSINESS

This document is effective from 14th July 2016 and supersedes all Terms of Business previously issued by us. It sets out the terms upon which we agree to act for our clients and contains details of our regulatory and statutory responsibilities. It also sets out some of your responsibilities. **Please read it carefully.** Please contact us immediately if there is anything in these Terms of Business which you do not understand or with which you disagree.

The Financial Conduct Authority (F C A) is the independent watchdog that regulates financial services in the UK. It requires us to give you this document. Use this information to decide if our services are right for you.

James Brown and Sons (Somerset) Ltd is an appointed representative of Luker Rowe independent Chartered Insurance Broker, Century House, London Rd, Old Amersham, Bucks, HP7 0TU which is authorised and regulated by the FCA to transact general insurance business. Luker Rowe's FCA Registration Number is 143717. This information can be checked on the FCA's Register by visiting the FCA's website at www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

Our principal place of business is Grange Barn, Cannington, Somerset, TA5 2LD.

Our products and services:

For personal insurances we select products from a wide range of insurers, other than in respect of the following:

- For travel insurance, we select products from a limited number of insurers. The names of the insurers used are available on request.
- For Motor Legal Expenses, Family Legal Protection, Motor Breakdown and Gap Insurance we select insurance products from a single insurer only.

If we ever choose a personal insurance product which falls outside the above selection criteria, we will tell you before you agree to take out or renew that particular policy.

For business insurances, we will inform you at inception and at every renewal how we made our product selection and the capacity in which we are acting.

We will confirm to you how our selection has been made which will take into account our own assessment of the quality of product offered, service levels, financial standing and claims philosophy of the insurer(s) concerned. However we will not in any circumstances act as an insurer nor guarantee or otherwise warrant the solvency of any insurer.

We offer a range of insurance and risk management products and are able to arrange most general insurances. Our services include the provision of advice and recommendation after assessing our Customers' needs, the selling of general insurance products and assisting with handling claims under general insurance policies.

We act as a credit broker in arranging for annual insurance premiums to be paid in instalments. We do not lend money ourselves for this purpose.

We do not offer advice in relation to tax, accounting, regulatory or legal matters and customers should take separate advice as necessary.

Our remuneration:

Our remuneration will be either a fee, as agreed with you, or brokerage, which is a percentage of the insurance premium paid by you and allowed to us by the insurer with whom the insurance policy is placed.

In the ordinary course of our business we sometimes earn income in the form of management/administrative expenses allowed to us by insurers to cover costs incurred in carrying out work on their behalf and in the form of volume, growth or profitability payments. We may also receive income from providers of premium financing facilities where, with your agreement, we have made such arrangements on your behalf.

We may sometimes also earn income for the provision of other services to you, which will be agreed with you on an individual basis.

For each insurance policy, including any subsequent renewal, you have a right to request information regarding any remuneration that we have received as a result of placing your insurance business.

What will customers have to pay us for our services?

Unless otherwise indicated on our documentation a Policy Fee for New Business and Renewal will be made. In all cases the fee will be quoted to you in advance. We also reserve the right to make the following administration charges:

- Replacement policies or certificates in the event of the loss or misappropriation of the original documents: £25
- Copy policies or certificates requested by other parties, such as solicitors or banks: £25
- Policy adjustments: £25 per adjustment
- Dishonoured cheque or payment: £25

If a policy is cancelled, we reserve the right to retain all commission and charges in respect of the full policy period in relation to insurances arranged by us.

What to do if you have a complaint:

If you wish to register a complaint please contact us:

- In writing, addressed to The Compliance Officer, Luker Rowe, Century House, London Rd, Amersham, Bucks, HP7 0TU
- By telephone to 01494 733337
- By email to admin@lukerowe.com

Our full complaints procedure is available on request.

If we cannot settle your complaint you may be entitled to refer it to the Financial Ombudsman Service.

Compensation:

We and Luker Rowe are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of insurance business transacted and the circumstances of the claim.

Further details about compensation scheme arrangements are available from the FSCS.

Payment terms:

All premiums are due and must be paid for, or instalment arrangements completed, before cover is arranged. Payment may be made by Cheque or Credit Card. Alternatively, various credit facilities may be available, depending on the insurer and nature of the policy, which will enable the premium to be spread over regular instalments. A credit charge will usually be made by the insurer/financier in this respect and full details will be given to all Customers at the time.

Client and insurer Money:

Client money for onward transmission to insurers and return premiums due to clients from insurers will be banked into a Client Bank Account which is controlled by our Principal, Luker Rowe. This account is operated as a Non-statutory Trust in accordance with FCA rules.

All client receipts, claims payments, and refunds received by us on your behalf will be paid directly into this account as soon as practical but no later than close of business on the next business day following receipt at our office.

The Deed of Trust permits the use of the account to make advances of credit from time to time to clients, in order to fund their premiums, subject to strict conditions. In dealing with us you agree to client money being held in this way. A copy of the Deed of Trust is available on request.

For the purpose of some transactions, please note that client money may pass through other authorised intermediaries before the insurer receives it. Where we collect or hold money as agent of the insurer we may also hold that money in the same Client Bank Account.

Client money will be deposited with one or more approved banks, a list of which is available on request. Please notify us immediately if you do not wish us to use any bank or banks on this list. Interest will not be paid to clients in respect of money held in client bank accounts.

Opening hours:

Our Office Hours are 09.00am to 5.00pm, Monday to Friday. An answer phone is in operation outside of Office Hours. Requests for cover left on this answer phone cannot be actioned until the next time the office is opened. No cover is in force until confirmed in writing by us. Cover cannot be backdated.

Claims Service:

We wish to ensure that any claim is dealt with promptly and efficiently. In the event of a possible claim please telephone the insurance company's helpline (the telephone number will be in the policy document) or our own office for advice.

Risk Information:

The terms of any insurance that we arrange on your behalf will be based upon the information provided by you to us or to your insurers.

If you are a consumer (an individual buying insurance wholly or mainly for purposes unrelated to your trade, business or profession) you must take reasonable care to answer all questions put to you about your proposed insurance fully, honestly and to the best of your knowledge. If you do not understand the meaning of any question, or if you do not know the answer, it is vital that you tell us. Once cover has been arranged, you must immediately notify us or your insurer of any changes to the information that has been previously provided. The most serious consequence of failing to provide full and accurate information before you take out insurance, or when your circumstances change, could be the invalidation of your cover. In that instance it would mean that a claim will be rejected.

If you are a commercial customer, or someone buying insurance mainly for purposes related to your trade, business or profession, you have a duty to give a 'fair presentation' of the risk to insurers. This means that you must clearly disclose every material circumstance which you, your senior management or persons responsible for arranging your insurance, know or ought to know following a reasonable search, before your cover is placed, when it is renewed and at any time that it is varied. Your policy wording may also stipulate that this duty continues throughout the period of insurance cover. A material circumstance is one that may influence an insurer's judgement over whether to take the risk and, if so, on what terms. If you are in any doubt as to whether a circumstance is material you are advised to disclose it. Failure to disclose a material circumstance may entitle an insurer to impose different terms on your cover or reduce the amount of a claim payable, and in some cases your cover could be invalidated which would mean that a claim would not be paid.

You are advised to keep copies of any correspondence you send to us or direct to your insurers.

Documentation:

Customers are responsible for ensuring that they read all documentation carefully to ensure that they are aware of the scope of policy cover provided, terms and conditions, warranties and restrictions and payment requirements. Customers should contact us immediately if the scope of cover provided does not meet with their requirements or if they do not understand anything that is contained in their Policy, Schedule, Certificate or any other documentation.

Quotations:

Unless agreed otherwise quotations are valid for 21 days from the date of issue.

Cancellation right:

If you take out a personal policy through us which lasts for more than one calendar month you may cancel the cover up to 14 days from the later of:

- The policy start date or the date you receive full policy documentation from us or your insurers
- The renewal date or the date you receive full renewal documentation from us or your insurers

You will be informed if you have such a Cancellation Right in separate documentation.

Should you decide to exercise the Cancellation Right you will be entitled to a refund of premium less an appropriate pro rata charge for the period of cover given before the cancellation right was invoked. If the premium has not been paid, a charge may be made for the period of cover given prior to the exercise of the Cancellation Right. Should any claim occur prior to the exercise of the Cancellation Right where the claim terminates the insurance cover, your insurers may not allow a refund of any of the premium paid.

If this Cancellation Right is not exercised within the 14-day period as stated above, and you decide to cancel the policy at a later date, the amount of any premium refund will depend upon the cancellation terms of your insurance policy. To exercise the Cancellation Right, you should contact us at our normal address or your insurers at the address shown on your policy.

Cancellation of cover:

Customers must notify us in writing if they wish to cancel their policy at any time. Cancellation of a policy cannot be backdated. In the case of Motor Insurance including Fleets, Commercial Vehicle and Motorcycles, and Employers' Liability Insurance, the cancellation cannot be effective until the appropriate Certificates are returned to us. Unless otherwise agreed, insurance policies are annual contracts and the provision of a proportionate refund upon cancellation will be at the discretion of the Insurance Company. If there has been a claim during the current policy period, no refund will be granted.

Credit & Identity Searches:

Some of the insurers we use for personal insurances may obtain publicly available data about prospective or existing policyholders before offering a quotation or renewal. They obtain this information electronically from a variety of sources including a credit reference agency and other external organizations. This information is used to ensure that they put forward their best possible offer and to prevent fraud including identity fraud. Their search will appear on your credit report whether or not your application proceeds.

As well as these searches insurers may use a credit check to ascertain the most appropriate payment options for prospective or existing policyholders. This credit check will also appear on your credit report whether or not your application proceeds.

If you do not agree to these checks please notify us in writing.

Data Protection:

Please note that insurers pass information to the Police and fraud prevention agencies and databases. This is to verify information provided and prevent fraudulent claims. Details of motor insurance policies are also added to the Motor Insurance Database run by the Motor Insurers Information Centre and may be used by the Police or Motor Insurers Bureau to help identify uninsured drivers.

Law and jurisdiction:

These Terms of Business shall be governed by and construed in accordance with English Law. In relation to any legal action or proceedings arising out of or in connection with these Terms of Business we both irrevocably submit to the exclusive jurisdiction of the English courts.

Call Recording

Please note that for training and compliance purposes all telephone calls will be recorded and retained.