



Terms of Business

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.

Details about our Regulator

Brian Johnston & Co (Insurance Brokers) Ltd is authorised and regulated by the FCA and only places Public Sector motor fleet insurance risks with insurers who are also regulated by the FCA and appointed by Crown Commercial Services. The FCA website, which includes a register of all regulated firms, can be visited at www.fca.org.uk/firms/systems-reporting/register or by telephoning 0800 111 6768.

Crown Commercial Services Insurance Services II Framework Agreement RM3731

The provision of insurance brokerage and associated support services to the Public Sector is in accordance with the signed letter of appointment and Call Off terms. A copy of the appointment letter and the Call Off terms are available on request.

Our Capacity and Services

This document should be read in conjunction with the 'Our Capacity and services' document, which details the capacity in which we are acting, your demands and needs, our basis of recommendation, the insurer panel we use and how we made our selection, the claim handling arrangements and our remuneration.

Client Money and Collection of Premium

Client money is held in a statutory client bank account in accordance with the FCA client assets sourcebook rules (CASS). We are entitled to earn interest on this money. With regards to the collection of premiums we act as agents of the insurer. Insurers set time limits by which premiums must be paid. If the premium is not paid by the deadline, and the insurer has not agreed to either an extension or an alternative form of payment then the insurer has the right to cancel cover. It is the policyholder's responsibility to ensure that the premium is paid not only within the due date but to ensure there is adequate time for the cheque or card payment to be processed before the deadline expires. It is important to understand that the insurers can and do exercise their right to cancel a policy due to non-payment.

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, who may also provide us with business support. We may also disclose details to relevant parties, as necessary, to comply with regulatory or legal requirements. We may contact you in order to promote products or services that 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 its 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. As we treat all clients' records as confidential we reserve the right to give you copies of your particular record rather than allow access to files containing records about other clients. 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 our Compliance Officer.

Brian Johnston & Co (Insurance Brokers) Ltd, Linkfield Accident Management Ltd and Linkfield Claims Service Ltd share a parent company; Brian Johnston & Co (Insurance Services) Ltd. To provide a complete claim and accident management service these companies are considered part of same group. Information will be shared within this group and policyholders, claimants, drivers and third parties may be contacted by one or more of these group companies.

Claims

We will act on your behalf when dealing with a claim. We do have a duty to the insurer to provide them with the information they require to assess and process the claim. This duty also assists you as it will enable the insurer to deal with your claim. For some classes of business, we are able to process claims without recourse to the insurer. In such circumstances we will assess and process the claim in accordance with the policy terms and conditions. There are certain classes of business where the commercial client policyholder pays a very high excess. In such situations we hold in trust a fund paid by the policyholder to be used for repairs in respect of own damage claims which fall within this excess. In such situations we will process and assess the claim in accordance with policy terms and conditions. Where there is any doubt or ambiguity we will ask the policyholder whether they wish for the fund to pay for that aspect of the claim.

Motor Insurance Database

Motor insurance details are added to the Motor Insurance database run by the Motor Insurers' Information Centre. This is used to identify uninsured drivers and may be searched by the Police to help confirm who is insured to drive. In the event of an accident the database may be used by Insurers and the Motor Insurers Bureau to identify relevant policy information.

Claims and Underwriting Exchange and the Motor Insurance Anti-Fraud and Theft Register

Insurers pass information to the Claims and Underwriting Exchange and the Motor Insurance Anti-Fraud and Theft Register. This is to identify and prevent fraudulent claims.

Money Laundering/Proceeds of Crime Act

UK money laundering regulations require us to obtain evidence of identity of clients for whom we act at the start of a business relationship. This might, for example be evidenced by sight of a current signed passport and two utility bills/bank statements. For companies (other than listed ones) evidence of identity will usually comprise of a copy of a certificate of incorporation, a list of directors, a list of shareholders and the registered address. We are obliged to report to the National Criminal Intelligence Service any evidence or suspicion of money laundering at the first opportunity and we are prohibited from disclosing any such report. Claims payments will be made in favour of you. If you require a payment to be made to a third party, you must confirm the required payee name and details and provide a brief explanation for your request.

Conflicts of Interest

A conflict of interest is a situation in which our organisation or an officer of the company has competing business, financial, professional or personal interests. Such competing interests can make it difficult for the company or individuals to fulfil their duties impartially. A conflict of interest may exist even if no unethical or improper act results from it. A conflict can arise when the interest of one client conflict with the interests of another. We are committed to identifying, monitoring and managing all actual and potential conflicts of interest that can arise. In the event of a conflicts of interest arising, if we identify that our actions to manage the conflicts of interest is not sufficient to ensure, with reasonable confidence, that risks of damage to the interests of our client will be prevented, we will clearly disclose the general nature and/or sources of conflicts of interest to our client before undertaking business for the client. Conflicts of interest will be handled in line with the FCA handbook in particular Systems and Controls sourcebook SYSC10.

Using other Brokers and Intermediaries

An insurance intermediary's knowledge and expertise about a market may mean that we approach another insurance intermediary and use their services to access a particular product that is more suited to the needs of our private or commercial customer. We will inform our customers when another insurance intermediary has been involved in the placing of their business.

Early Settlement Protection and Guaranteed Asset Protection Insurance

Brian Johnston & Co (Insurance Brokers) Ltd only offer the Early Settlement Protection and Guaranteed Asset Protection Insurance product underwritten by Compatriot PCC Ltd. Our Chairman and Founder, Brian Johnston ACII, has a beneficial interest in this cell.

Your Rights to Cancel

You have a right to cancel your policy within 30 days starting from the day you receive the policy documentation. On receipt of your notice we will refund any premiums already paid, except when you have made a claim under your policy. To cancel please write to Brian Johnston & Co (Insurance Brokers) Ltd, 1-3 Linkfield Corner, Redhill, Surrey, RH1 1BL or telephone 01737 768 151.

Cancellation Clause

Your insurance contract may include a cancellation clause. If you are a retail customer (consumer), this is mandatory. Full cancellation details will be explained to you during the negotiation process. In the event that the premium is not paid by the due date the insurance may be cancelled forthwith or by the insurers, giving notice of the cancellation. In the event of cancellation, insurers may return a pro-rata premium to us, but you are advised to check your insurance policy for full details of your insurer's cancellation clause. Once our remuneration has been earned, in the event that the insurance is cancelled after inception, our fees or brokerage will not usually be returnable.

Termination Charges

Our services may be terminated without cause or penalty by giving one month's notice in writing. In the event that our services are terminated by you other than at the expiry of the policy we will be entitled to retain any fees and all of the brokerage payable. The responsibility for handling claims reported after the date of termination shall in the absence of an express agreement be the responsibility of the party taking over the role.

How to make a Complaint

We are committed to providing our services to the highest standards. However, we recognise there may be instances where we fail to satisfy the particular requirements of our customers. If you have a complaint, please bring your concerns to our attention so we can improve our service in the future and work to fix what went wrong in your individual case.

To make a complaint please contact the team you normally deal with or contact our Complaints Officer directly on 01737 768 151 or email dissatisfaction@bjins.co.uk.

- **Complaints dealt with within three business days** - the complaint will be deemed to have been closed if you have accepted the outcome of the complaint within three business days of us receiving the complaint. Acceptance of the complaint does not need to be in writing. The complainant will be sent a 'summary resolution communication' document.
- **All other Complaints** - we will send a written or electronic acknowledgement within five business days of receipt of a complaint. We will provide details of the person handling the complaint, together with a copy of our full complaints handling procedure. Within four weeks of receiving the complaint we will either send you a final response or a holding response explaining why it has not been possible to deal with the complaint within four weeks. We will indicate when further contact will be made, which will be within 8 weeks of the original complaint. If a final response cannot still be provided within this eight week timescale, you will be informed of the reasons why and you will be advised you may have the right to take your complaint to the Financial Ombudsman Service. The final response letter will explain whether the complaint has been upheld or not, and the reason behind the decision and whether remedial action or redress is appropriate. Redress will not always involve financial redress.

If you are not satisfied with the outcome of our investigation you may be able to refer the complaint to the Financial Ombudsman Service (FOS) by writing to The Financial Ombudsman Service, Exchange Tower, London, E14 9SR or telephoning 0300 123 9123 from a mobile and 0800 023 4567 from a landline or visiting www.financial-ombudsman.org.uk.

You have the right to refer your complaint to the Financial Ombudsman Service, free of charge, but you must do so within six months of the date of the final response letter.

Our company is involved in referring claimants to a legal body in respect of personal injury claims. This activity falls within the scope of the Claims Management Conduct Regulations (CMR) and complaints concerning those activities are handled under the CMR Complaints procedures.

We may decline to consider a CMR related complaint that is made more than six months after you became aware of the cause of the complaint.

Instead of having the right to refer the complaint to the FOS you will instead be able to refer the complaint to the Legal Ombudsman by writing to Legal Ombudsman, PO Box 6806, WV1 9WJ or telephoning 0300 555 0333 from a mobile and 0800 023 4567 from a landline or visiting www.legalombudsman.org.uk.

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 90% of the claim with no upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk.

Governing Law and Jurisdiction

This Agreement shall be governed by English Law.