



Brian Johnston & Co (Insurance Brokers) Ltd

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Terms Of Business

Regulation

We are an insurance intermediary and are authorised and regulated by the Financial Conduct Authority (FCA) to sell general insurance products. Our FCA registration number is 307689 and you can check this on the FCA's register by visiting the FCA's website www.fca.org.uk/firms/financial-services-register or by contacting the FCA on 0800 111 6768.

Our Service to You

You will be advised whether you will receive advice or a recommendation from us. Where we do not offer advice or a recommendation, we may ask you some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed. Our service includes arranging your insurance cover with insurers to meet your requirements and helping you with any ongoing changes you have to make.

The Capacity in which we are Acting / Who we are Representing

- Sourcing a suitable policy - We will act as your agent
- Placing the insurance - We act as your agent
- Collection of premium - We will act as agent of the insurer
- In the event of a claim - We will act as both your agent and the agent of the insurer (see Claims Handling)

Disclosure of Information - Commercial Customers

Where the insurance is arranged wholly or mainly for the purposes of your trade, business or profession, then you have a duty of "fair presentation of the risk". This means that you must:

- Disclose to us, and the insurers, every material circumstance you know or ought to have known, this includes information that can be revealed by a reasonable search of information available to you including information held within your organisation including senior managers.
- Provide the insurer with sufficient information to put a prudent insurer on notice that it needs to make further enquiries into those material circumstances.

A material circumstance are circumstances which may influence the insurers decision to cover a risk and/or the terms that are applied. Examples of material circumstances include, but is not limited to claims experience, whether there are young drivers to be covered under the policy and whether all lease vehicles are being covered.

This requirement not only applies at commencement and renewal of the policy, but also at any time during the period of insurance.

How we made our Selection

Our search for a product to meet your requirements may involve us approaching the panel of insurers we have access to. We will be happy to discuss with you the scope and outcome of our search. You can ask us, at any time, for a list of the insurers we approached. We will advise you if we have only offered terms from your existing insurer at renewal.

Awareness of Policy Terms

When a policy is issued, you are strongly advised to read it carefully, as it is that document, the schedule and any certificate of insurance that details the cover that you have in place. If you are in doubt over any of the policy terms and conditions, please seek our advice promptly.

Claims Handling

We will act as the agent of the insurer in collecting the information required to process and complete the claim. We will assess and process these claims in accordance, and with strict adherence, to the terms and conditions of the policy. We will act as your agent where we feel the insurer has not treated you, or your claim fairly, such as if we do not agree with the insurer's decision regarding liability or declining a claim.

We also offer accident management, claims handling, and other support services via our sister company and key sub-contractor Linkfield Accident Management Ltd.

Remuneration Disclosure

We receive remuneration in the form of fees, commission, and/or insurance service brokerage. You will be advised at the commencement of the policy and at renewal the basis of how any fee is calculated.

Commission Disclosure - Commercial Customers

The commission and/or insurance service brokerage we receive from insurers is calculated as a percentage of the annual premium. You are entitled at any time to request information regarding any commission and/or insurance service brokerage which we may have received as a result of placing your insurance business.

Client Money - General

FCA rules are designed to protect customers in the event that an insurance intermediary fails or is unable to transfer:

- any premium money it has received from the customer to the insurer; or
- any claims or return premium monies that it has received from the insurer to the customer.

We are governed by strict rules pertaining to client money, set down by the FCA. Where we hold monies in a client bank account, we may earn interest on monies held, which will be retained by us.

Client money - as an agent of an insurer

We act as agents for the insurer for the collection of premiums and payment of claims and refunds of premiums. This means that premiums are treated as being received by the insurer when received in our bank account and that any claims money or premium refund is treated as received by you when it is actually paid over to you. There are occasions where such transactions are restricted (for example, to receiving premiums only) and we will tell you if this is the case.

Client Money - Statutory Trust

We will hold client money separate from our own money with an approved bank, segregated in a client bank account designated as subject to a statutory trust. We act as trustees of our clients' monies and must meet certain legal and regulatory conditions.

Customer Protection Information

It is our intention to provide you with a high level of customer service at all times. If there are occasions when we do not meet your standards, please contact our Complaints Officer by telephone on 01737 768151 or by emailing complaints@bjins.co.uk, who will take details of your concerns. We will acknowledge your complaint promptly in writing and do our best to resolve the problem quickly, keeping you informed of progress and the measures being taken. In the unlikely event that we have not resolved the complaint within 8 weeks we will write again to explain the reasons and advise when we expect to be able to do so. If we cannot satisfy your complaint, you may be entitled to refer it to the Financial Ombudsman Service, and we will provide you with information about their service. For more information visit www.financial-ombudsman.org.uk.

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 remuneration received or still due. 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.

Conflict 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 conflict of interest arising, if we identify that our actions to manage the conflict 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.

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.

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.