

## JB Brokers Limited - Terms of Business

We are regulated by the Financial Conduct Authority (FCA) they are an independent watchdog that regulates the financial services. Contained in our terms of business is information which the FCA requires us to tell you. Please read the information carefully ensuring what we offer suits your needs.

JB Brokers – Office 123, Anfield Business Centre, 58 Breckfield Road South, Anfield, Liverpool, L6 5DR

**Duty of disclosure** – It is a requirement that you make an accurate representation of the risk you want to insure. If you fail to disclose any material information to us this could result in invalidation of your policy or your claim not being paid. If you are in any doubt about what is classed as material facts please contact us immediately. We will assume that you accept our terms of business unless we hear from you.

**Failure to answer questions honestly and reasonably when asked, may leave you with no cover and a claim not paid.**

**Changes to your circumstances** - It is your responsibility to advise us of any changes to your circumstances during the policy period.

**Renewal** – We will attempt to contact you about your renewal and provide a renewal quote in good time before policy expiry. If your insurer is unable to offer cover, we may be unable to renew your policy. We do not automatically renew cover without prior discussions with the policy holder this is for your own benefit and protection.

**Our Service** – We will not provide you with advice or a recommendation. We will provide you with information about the policy and it is your decision if the policy suits your needs.

**Fees, Commission and Charges** – We usually receive a commission from your insurance provider with whom we have placed your policy with. The individual agreement we have with each insurer depends when we receive the transfer of commission. We also receive commission from the finance provider for the repayment of your insurance policy. This is usually a percentage the amount on the individual loan and is paid directly from the finance provider to us.

**Privacy and Data Protection** - We process your details for contractual purposes to provide you with insurance quotes, set up and maintenance of your insurance policies including conducting fraud and credit checks in line with the GDPR guidelines. We will treat all information as private and confidential in accordance with the Data Protection act 1998(DPA). Even if you are no longer a customer with JB Brokers we will only share information if we are required to do so by law, or regulation.

Under the DPA, you have a right to a copy of any personally identifiable information about you that we hold in our records, you can obtain details by writing to us at the usual address. A nominal charge might apply in providing the information to you. We will, in addition use information for marketing similar products or services by us and carefully selected companies. Contact may include SMS text, post, telephone or e-mail.

**Cancellation** - You have the right to cancel your policy at any time and can do this by contacting us. Policies voided from inception will be treated as a cancellation and we will retain any commission and fees before returning the net refund to you. Following cancellation a charge will apply for the period of cover provided and, in addition an administration charge. Where we arrange low or none commission paying products we will charge a fee not exceeding 30% of the premium. You are entitled at any time to request information about any commissions or fees that may have been taken. These fees may be subject to change. We also reserve the right to cancel the insurance policy at any time. We will provide you with sufficient time to re-arrange your insurance cover and will notify you of termination by letter together with an explanation if appropriate.

**Complaints** – We work to provide you with the best possible service however understand that occasionally we may fail to meet your expectations. If you have a complaint please let us know as soon as possible, you can do this by:  
Writing to: Mark Brown - Office 123, Anfield Business Centre, 58 Breckfield Road South, Liverpool, L6 5DR  
Telephone: 0151 252 3139  
Or Emailing: [admin@jbbrokers.co.uk](mailto:admin@jbbrokers.co.uk)

If we are unable to resolve the matter by the end of the following working day we will formally

investigate your complaint. You will receive a complaint acknowledgement within 5 working days, we will then aim to investigate and provide a resolution as quickly as possible. We will inform you of our position in 4 weeks, offering a final response no later than 8 weeks.

If we have given you our final response and you are still dissatisfied you can refer your case to the Financial Ombudsman Service,  
Exchange Tower,  
Harbour Exchange Square,  
London  
E14 9SR.

Telephone 0800 023 4567  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

A copy of our complaints procedure is available on request.

**Payment Options** - We will provide you with full details of all the payment options available to you at quote/renewal stage when we provide you with your insurance premium.

If you choose to enter in a finance arrangement, your details will be passed to a third party finance provider in order for them to contact you and provide details of the agreement for you to review. This finance arrangement will be subject to interest charges. Importantly, the arrangement you will enter into will be with the finance company not us. It is an entirely separate contract irrespective of the insurance contract. In the event of your failure to meet with the contractual obligations regarding payment the finance provider could approach the insurer to seek a termination of the insurance contract to recoup their outstanding finance arrears. You will be liable to pay their costs and charges if you do not keep up your repayments and cover is cancelled under your policy. This is because the agreement is between you, the policyholder and the finance company direct, not us or the insurer. It is important that you read the finance agreement that is sent to you before you agree to enter into such an agreement.

**Financial Services Compensation Scheme (FSCS)** - We are covered by the Financial Services

Compensation Scheme in the event we are unable to meet our obligations. You may be entitled to compensation from the scheme this depends on the type of insurance and the circumstances of the claim. Further information about the compensation arrangements is available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk)).

**Selection** – We offer products from a wide range of insurance companies. Our selection usually involves presenting to a number of insurance companies that will insure the risk at hand this is called fair analysis of the market.

**Insurance Premium Tax (IPT)** - Your premium detailed in the policy will include IPT. Should the rate of IPT be amended by the Government, your premium will be amended by the insurer to reflect the change.

**Financial Strength** – Whilst we take good care to only deal with and check companies maintain reasonable solvency margins we cannot guarantee their financial ability to pay claims. If an insurer becomes insolvent, any related premiums we hold for that insurer are deemed to have been paid to them and will not be returnable to you. In the event of any insurer's insolvency you may still have a liability to pay the premium. We do not accept any liability for any unpaid amounts in respect of claims or return premiums due to you from a participating insurer who becomes insolvent. You will also additionally have the responsibility for payment of premiums.

**Financial Crime** – Please be aware the UK money Laundering regulations require us to obtain information about you. We are also required to cross check you against the HM Financial Sanctions list. We are obliged to report to the National Crime Agency any evidence or suspicion of financial crime, and we are prohibited from disclosing such a report.

**Applicable Law** – This Terms Of Business is applicable to English Law and the jurisdiction of the English Courts. We will use the English language for all our communications, the contractual terms and conditions, and any information we are required to supply to you.