



SJL (Worcester) Ltd
Trading as
SJL Insurance Services
Commercial Customer Terms of Business Agreement

1. Introduction

This document sets out the scope of what we shall do for you, and what we need you to do to ensure that your insurance requirements are met.

2. Who We Are

We are SJL (Worcester) Limited, Company No. 09510028. Our registered office is at Kays Building, The Tything, Worcester, Worcestershire, WR1 1HD and we trade as SJL Insurance Services. We are authorised and regulated by the Financial Conduct Authority and our firm reference number with the Financial Conduct Authority is 763599.

The Financial Conduct Authority is an independent watchdog that regulates financial services. You can check our status and permissions at <http://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768. The Financial Conduct Authority has authorised us to advise, arrange, deal in and assist with the placing and administration of all types of general insurance policies and we are also authorised to undertake credit broking.

3. Basis of Contract

By proceeding to deal with us, you are agreeing to purchase our services as an insurance broker on the terms and conditions of this agreement. This TOBA applies to the contract for services entered into between us to the exclusion of any other terms that you may seek to impose or incorporate or any other terms which are implied by trade custom practice or course of dealing.

4. Our Services

We are an independent insurance intermediary, We act as your agent for sourcing and placing insurance business and in the event of you notifying a claim to us. We will act as the insurer's agent for the purposes of cancelling the policy, collecting or refunding premiums or as otherwise informed. If your policy is Property Investors policy, with Folgate Insurance Company Limited, a Land Liability, Retail or Office & Surgeries policy, underwritten by Pen Underwriting Limited or is a Let or Unoccupied Property policy underwritten by Canopus Managing Agents on behalf of Syndicate 4444, we have delegated underwriting authority, in these cases we are acting on behalf of the insurer as their agent. Please see section 14, Conflicts of Interests for further details.

We offer products after conducting a fair analysis of the market. Sometimes we may only approach a specified number of insurers, known as a panel of insurers, or in some cases we may only approach one insurer. In any event, we will tell you as part of our process and, upon request, we will provide you with a list of the companies that form any panel we have approached on your behalf.

In providing our Services, we will assess your demands and needs and use our reasonable skill and care in recommending an insurance product that meets your requirements. If you choose to proceed with our recommendations, we will place the insurance you have chosen with your chosen insurers and issue the policy documentation to you promptly.

5. Our Fees and Charges

Please note that these charges are in addition to any premiums, fees or charges levied by your insurer.

Arranging a new policy or a renewal	£100.00 or 20% of the policy premium, whichever is greater. We will always inform you in advance of the actual charge payable before you decide to go ahead with the policy.
Mid-Term Alteration to your policy (includes change of address, change of cover etc.)	£10.00
Cancellation charges	Within first 14 days – No charge From day 15 onwards - £10.00. In addition, any commission earned by SJL (Worcester) Ltd is non-refundable after the first 14 days. If you wish to know how much commission we earned, please ask your account executive. Please note, some policies do not offer any premium refund if they are cancelled. Any premium refund is calculated by your insurer; details of this can be found in your policy wording

Dishonoured payment administration charge	We offer credit through a number of schemes and providers. Full details of charges will be provided in any credit agreement and pre contract information by the credit provider.
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6. How we are paid

When you take out cover with us, renew your insurance, or make a change to an existing policy, we charge you a fee for the services we provide as detailed above. In addition, the insurer pays us commission, which is a percentage of the annual premium after the policy starts. Details on this commission are available upon request. Add-on products, such as Legal Expenses and Rent Guarantee policies, are purchased from the provider at a wholesale rate and resold on to our clients at a market rate. If your insurer is either Canopus Managing Agents or Folgate Insurance Company, and we have operated under a delegated authority scheme, they will also pay us a contingent commission depending on the underwriting profitability of the account.

7. Your Duty of Fair Presentation

The terms of any insurance that we arrange on your behalf is based on the information provided by you to us or to your insurer. Under the Insurance Act 2015 you are required to make a **fair presentation** to your insurer of the risks you want to insure. A fair presentation of information includes both its content and the form in which it is presented.

This means that you must disclose to your insurer:

- every material circumstance which you know or ought to know, or disclose sufficient information to put a prudent insurer on notice that it needs to make further enquiries to reveal those material circumstances; and
- ensure that every material representation as to a matter of fact is substantially correct and every material representation as to expectation or belief is made in good faith; and
- that you must make such disclosure in a manner that would be reasonably clear and accessible to the prudent insurer.

This obligation applies at the outset (before the setting up or renewal of your insurance policy is concluded) and throughout the period of your insurance cover.

You warrant to us that the information you disclose to your insurer is a fair presentation and we shall not be in breach of any of our obligations to you in the event that you are found not to have complied with your duty of fair presentation.

Failure to make a fair presentation of the risk you want to insure could have a number of consequences, including invalidating your policy and your claim not being paid.

8. Claims

All policies contain conditions regarding the notification of claims with which you must comply. It is also your responsibility to notify us immediately of all incidents that may result in a claim against your insurance policy. You must do so whether you believe that you are liable or not.

Any correspondence or claim received by you must be passed to us immediately, without acknowledgement to the sender other than where there is a claim notice under the new MOJ Portal, where acknowledgement is required to be given to the communicating solicitor within 24 hours.

9. Payments

Where we raise an invoice for specific charges, our terms are that payment is required within 10 days of the date of the invoice. If you fail to make a payment to us when due then we reserve the right to charge you interest on the outstanding amount at 8% above the Bank of England's base rate from time to time, or at 8% per year for any time when the base rate is below 0%. In addition, the policy may be cancelled or not taken up.

You may be able to spread your payments through an insurer's own credit agreement, if one is available. Where an insurance credit agreement is not available, we can still arrange to finance your insurance premium, using a third party lender called Premium Credit Ltd. In all circumstances where we arrange a credit agreement on your behalf, we act as the credit broker.

We will give you full information about your payment options and any appropriate finance agreement when we discuss the insurance in

detail with you. If you choose to take up a credit agreement, this will be an entirely separate contract from your insurance contract. You must read the terms of any agreement carefully and, in particular, note any credit cancellation period that may apply. If you fail to meet the contractual obligations regarding payment, the finance provider could approach your insurer to seek a termination of your 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 payments, your policy may be cancelled. This is because the agreement in respect of payments is between you the policyholder and the finance company and does not involve us or the insurer. Where we introduce you to Premium Credit and you set up a credit agreement with them, we will earn commission from Premium Credit for introducing you to them. Full details of the commission earning are available on request.

All amounts due to us shall be paid in full without any set off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). We may, however, set off any liability that you may owe to us against any liability that we may owe to you (such as claims moneys or premium refunds), whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement or any other agreement between us.

10. Payment of Premiums

Under the terms of our agreement with the insurance companies with whom we place business, we normally receive the premiums that you pay to us as an agent of the insurer. This means that the money you pay to us will be treated as having been received by the insurance company. We do not pay any interest on premiums held by us in the course of arranging and administering your insurance. In arranging your insurance, we may employ the services of other intermediaries who are regulated by the Financial Conduct Authority and your premium may be passed to these intermediaries for payment to insurers.

11. Termination of your Insurance

Your insurance policy will contain details of the procedure available to you if you wish to cancel the policy part way through. This may include a return of part of the premium you have paid.

If you do not pay your insurance premium or any instalments of your insurance premium by the date due for payment, your insurance may be cancelled or not taken up.

If your policy is cancelled or not taken up, our fees and commission are not refundable.

12. Data Protection

Both we and you comply with all applicable requirements of relevant data protection legislation including the Data Protection Act 1998 and the General Data Protection Regulation (EU) 2016/679. In providing our services, we shall process the personal data (including sensitive personal data) that we collect from you in accordance with our privacy policy, a copy of which may be viewed at www.sjlins.co.uk or by clicking [here](#). In particular, we will use information we hold about you for the purposes of recommending a suitable insurance product for you having assessed your demands and needs.

13. What to do if you have a complaint

We aim to provide a first class service, however, if you wish to register a complaint please contact us by writing to Simon Lancaster, SJL Insurance Services, First Floor, Kays Building, The Tything, Worcester, WR1 1HD, by telephone (01905 27775) or by email to complaints@sjlins.co.uk. A copy of our full complaints procedure is available on request, and we will respond to your complaint within 5 working days. We will aim to give you a final response to your complaint within 8 weeks; alternatively, we will keep you informed as to why this is not possible. In the event that your complaint relates to activities or services provided by another party, we will ensure that your complaint is appropriately forwarded in writing and will track the progress of the complaint and responses of that party.

If, after our final response has been issued, you are not satisfied, you may be entitled to refer your complaint to the Financial Ombudsman Service for an independent assessment and opinion. The FOS consumer helpline is 0800 023 4567 (free from a landline) or 0300 123 9123 (free for mobile phone users paying a monthly charge for calls to numbers starting 01 and 02): their address is as follows: Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR.

14. Conflicts of Interest

Circumstances may arise where we have a conflict of interest between us (including our managers, employees or agents) and you, or between you and another of our clients. We always aim to treat you fairly and avoid conflicts of interest. We never deliberately put ourselves in a position where our interests, or our duty to another party, prevent us from discharging our duty to you. We may act as agent of an insurer under a delegated underwriting authority. In these instances, where we act as your agent for your insurance needs we will

always act in your best interests when arranging your policy. We follow our own conflict management policies and procedures (for example, using information barriers). These are designed to prevent any conflicts of interest adversely affecting or compromising your interests. However, in some cases, where we cannot be reasonably confident that we can prevent the risk of damage to your interests, we will discuss this with you. If you have any concerns in relation to conflicts of interests, please contact us.

15. Limitation of Liability

We have obtained insurance cover in respect of our own legal liability for individual claims not exceeding £10,000,000 per claim. The limits and exclusions in this clause reflect the insurance cover that we have been able to arrange on a commercial basis for our business. If this does not meet your requirements, please ensure that you have in place your own insurance for any shortfall or excess loss.

Nothing in this Terms of Business Agreement limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982 (Title and Quiet Possession).

Subject to the paragraph above, we will under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence, breach of statutory duty or otherwise) arising under or in connection with the provision of our services pursuant to this Terms of Business Agreement for:

- (a) any loss of profits, sales, business or revenue;
- (b) loss of business opportunities;
- (c) loss of anticipated savings;
- (d) loss of goodwill; or
- (e) any indirect or consequential loss.

Subject to the above, our total liability to you in respect of all other losses arising under or in connection with our provision of services pursuant to this Terms of Business Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed the higher of:

- (a) the amount of our charges; and
- (b) the amount actually received by us as a result of a claim made by us pursuant to our insurance in respect of such breach.

We are also 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 business and the circumstances of the claim. Full details and further information are available from the FSCS helpline on 0800 678 1100 or 020 7741 4100 and www.fscs.org.uk. The FSCS is the UK's statutory fund of last resort for customers of authorised financial services firms like us. The FSCS can pay compensation if an authorised firm is unable or unlikely to be able to pay any claims against it, usually because it has gone out of business or is insolvent. Further information about compensation scheme arrangements is available from the FSCS.

Whilst we endeavour to place business with insurers who demonstrate an adequate level of financial solvency, and although their regulator requires them to maintain a minimum level of capital, we cannot guarantee the solvency of any insurer. We do not monitor insurer solvency on an ongoing basis, and will not be liable for any losses suffered by you in the event of the insolvency of an insurer.

16. General

15.1 Force Majeure Neither party shall be in breach of this agreement nor liable for delay in performing or failing to perform any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control.

15.2 Confidentiality We undertake that we shall not at any time disclose to any person any confidential information concerning you or your business except as permitted by the paragraph below.

We may disclose your confidential information to our employees, officers, representatives, sub-contractors or advisers who need to know such information for the purposes of carrying out their obligations under this agreement. We shall ensure that our officers, representatives, employees, sub-contractors or advisers to whom we disclose your confidential information also comply with our confidentiality obligations. We may disclose your confidential information if required by law, a court of competent jurisdiction or any governmental or regulatory authority.

We shall not use your confidential information for any purpose other than to perform our obligations under your contract.

15.3 Third Party Rights This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this agreement.

15.4 Governing Law This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the laws of England and Wales.

15.5 Jurisdiction Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.