

JENKINSON & CO LTD**TERMS OF BUSINESS AGREEMENT (v 10. 08/19)**

For your own benefit, please read this document carefully and if you do not understand any point then please contact us for clarification. By asking us to quote for, arrange or handle your insurances you are giving your informed agreement to these Terms of Business.

Firm Details: Jenkinson & Company Limited trading as Jenkinson Insurance registered office address: New Ebury House, South Grove, Rotherham S60 2AF is authorised and regulated by the Financial Conduct Authority (FCA). You can check this on the Financial Services Register by visiting the www.fca.org.uk/register. Our permitted business is advising on, arranging and administering insurance contracts. Registered in England and Wales our company registration number is 03867237.

Our Insurance Services: We offer advice and make recommendations after assessing your needs in respect of insurance products. Any products offered where we have not assessed your needs we will tell you and give you enough information about a product for you to make an informed decision about its suitability. We usually select insurances from a wide range of insurers and products; where we have selected from a limited range or a single insurer and product then we will inform you. At all times when we are advising you we are acting as your agent. We may sometimes act as an agent of the Insurer or Managing General Agent (MGA) for example, when we collect premiums, issue documentation or otherwise complete administration on their behalf, but we will confirm the capacity in which we are acting before undertaking any relevant transaction.

Credit Checks: Some insurers we use may undertake credit checks at the point of quotation, which will be recorded on your credit report, whether or not you proceed, and will be visible to other enquirers. This may be done at any time when we are searching the market for quotations and is used by insurers to verify identity, measure suitability for credit and protect against fraud. It also allows some insurers to offer preferential terms, lower premiums or premium finance. Data used will be from a variety of sources including credit reference agencies and other external organisations. IF YOU DO NOT AGREE TO THIS USE OF YOUR INFORMATION you need to inform us before we undertake any work for you. If we do not hear from you to the contrary we will consider that you accept that this may occur.

Confidentiality and Data Protection: Please refer to our Data Protection Notice attached for details about how we handle privacy, data security and your rights under the Data Protection Act 2018.

Your Duty to Disclose Information: If you are a consumer and enter into a contract of insurance wholly for non-business purposes you are under a legal duty to take reasonable care not to misrepresent information to insurers. If you misrepresent information deliberately, recklessly or carelessly respond to insurer questions then a claim under the policy may not be paid.

This is important not only when taking out Insurance but also at subsequent renewals and when making mid-term adjustments.

If you are a commercial customer, entering into a contract of insurance by way of business, you have a duty of "Fair Representation, which is outlined below.

Fair Representation

The Insurance Act 2015 imposes a duty on you to make "a fair presentation of the risk". To meet this duty you still need to disclose all material information to insurers that is known to you (or which ought to be known to you). Information is material if it would influence the judgment of a prudent insurer in establishing the premium or determining whether to underwrite the risk and, if so, on what terms.

Under the Act you will be deemed to know information if it is known to any individuals within your business in a senior management or decision making role, and anyone responsible for arranging the insurances.

Under this Act, you "ought to know" what should reasonably have been revealed by a reasonable search for information held internally or externally (including by any third parties to whom services are outsourced, including insurance agents). In order to be able to argue that you have satisfied the duty, should an insurer allege that you have not, in the future, you should carefully consider who are the individuals who may fall into categories above, record this in writing and explain your reasoning; and make enquiries of those individuals as to whether they are aware of any material information (having explained to them what this means); record the results of these enquiries in writing; and consider whether any material information could be held anywhere other than with the individuals identified. If so, you will need to carry out a reasonable search. This could mean making enquiries of individuals or may in some circumstances mean having to carry out an electronic and/or physical search of records.

It is important to bear in mind that if material information is held by third parties such as accountants or lawyers, or internally by branch offices, even if it is not known to the individuals you have identified, it may need to be disclosed. Your enquiries must cover all relevant group companies, branch offices etc. and the relevant personnel within them. You must ensure you make a full written record of the search made and the responses provided to ensure that you have evidence in the event of any claim being made. In completing an application for insurance, mid-term change to your insurance or renewal of insurance, the accuracy and completeness of all answers, statements and information is your responsibility and it is of paramount importance that all relevant information is provided accurately. If you become aware of any material information that you supplied is incorrect or has been omitted, you should inform us immediately. If you are unsure if information is material you should disclose it.

If there is a breach of duty to make a fair presentation of the risk, the remedies available to insurers will vary dependent on whether the breach is deliberate, reckless or otherwise. For deliberate or reckless breaches the insurer may avoid the contract, refuse all claims and retain the premium paid.

For other, non-fraudulent or non-reckless, breaches the remedy will depend on what the insurer would have done had a fair presentation of the risk been made. For example: if the insurer would not have accepted the risk it can avoid the contract entirely, but must refund premiums paid. If the insurer would have accepted the risk on other terms, the contract is treated as if those terms applied. If a higher premium would have been charged, any claims payments can be reduced proportionately. This provision is especially important because if insurers can show that they would have charged only a modest additional premium, the impact on a claim could be disproportionately large.

Payment Terms: Any monies we collect from you or refunds due to you are held in a non-statutory trust client account pending payment. Payments may be made via finance agreements and we will treat these in the same way or you may pay insurers directly via direct debit. The establishment of a non-statutory trust follows regulatory rules to protect client money held by authorised intermediaries. Under these rules we are permitted to use monies temporarily held to advance credit to any other clients generally. Any interest payments on this account remain ours. Failure to maintain payments may result in cancellation of your policy.

Cancellation: Your policy document will detail your rights to cancel your insurance once you have taken it out. You may be entitled to cancel within 14 days of either conclusion of the contract or receiving your policy documentation, whichever occurs later and receive a full refund provided no claim has been made. To enable your Insurer to process the cancellation, you will need to return certificates and any official documents to Insurers. Otherwise, where you cancel a policy before its full term you may be responsible for paying a charge to meet the cost of cover provided and administration expenses, which means that you may not receive a proportionate refund depending upon the terms of the particular policy, we will also retain any commissions, and you will remain responsible for any brokerage fees agreed. If you request cover and then subsequently terminate or the policy is terminated through breach of terms and conditions, we retain the right to charge you the amount of commission and fees due to us as if the policy had proceeded to the full term. This applies even if the insurance is avoided *ab initio* (i.e. as if it never existed).

Limit of liability: Our liability for losses suffered by you as a direct consequence of any negligent performance of our services shall be limited in all circumstances to £5,000,000 per claim. In respect of any other claim arising out of our performance or non-performance of the services hereunder our liability shall be limited to the amount of commission and fees that we have received for arranging your insurance cover during the 12 month prior to such claim arising. We shall not be liable to you for any pure economic loss, loss of profit or loss of business, whether direct, indirect or consequential, or any claims for consequential compensation whatsoever that arise out of or in connection with our services or this agreement. Nothing in this paragraph excludes or limits our liability for death or personal injury caused by our negligence, or for loss caused by or fraud, wilful misrepresentation or breach of regulatory obligations owed to you. You may contact us to discuss increasing the limitations of our liability and/or varying the exclusions set out above. Please note however that an additional charge and other terms may apply should we agree to amend this clause.

Financial Services Compensation Scheme: We are covered by the Financial Services Compensation Scheme. 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, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit as are claims involving death or bodily injury. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme (<http://www.fscs.org.uk>).

Charges: We are normally remunerated by commission. Where inadequate commission is available we may charge you a fee. We will tell you if this is the case. If you are a commercial customer you are entitled to ask us to disclose the amount of commission that we will receive in respect of any policy you take out. We reserve the right to retain commission in respect of any premium refunds made by insurers.

Complaints: It is our intention to provide you with the highest possible level of customer service at all times. Should we not meet your expectations, we have a complaints procedure, which is explained below. Should you wish to complain please contact Mandy Jenkinson either: in writing: New Ebury House, South Grove, Rotherham S60 2AF or by telephone: 01709 821400. Should you not be satisfied with our final response, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS) within six months of the date of our final letter: For more information please visit: www.Financial-ombudsman.org.uk/.

Claims: It is essential to notify insurers immediately of all incidents that may result in a claim against your insurance policy. You should do this before incurring any costs or committing to any payment. Your policy summary and policy document will provide you with details on who to contact to make a claim or you can contact us for advice.

Solvency of Insurers: We use all reasonable skill and care to protect your interests and monitor the security of the insurers or managing agents on behalf of Insurers with which we transact business using information available in the public domain. However, we can give no guarantee nor warrant the financial stability of Insurers/MGA's and we accept no liability for any financial losses or increased costs suffered by you arising from their financial insecurity. NOTE – If an Insurer/MGA who has granted risk transfer to us becomes insolvent, any related premiums we hold for that Insurer/MGA are deemed to have been paid to them and will not be returnable to you. In the event of an Insurer/MGA 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 an Insurer/MGA that becomes insolvent or delays settlement. You will also additionally have the responsibility for the payment of premiums if you require replacement security/cover.

Choice of Non UK Insurer: If you have chosen a non UK based insurer, we have explained that they operate in the UK under EEA Passport rights and are registered with the FCA..

Termination: Subject to immediate settlement of any outstanding premiums or fees, you may instruct us to stop acting for you and we will not impose a penalty. Instructions must be in writing giving 7 days notice. If we wish to cease acting for you we will give you 7 days notice in writing. No fees or commissions in respect of business already conducted will be refundable and we will no longer act on your behalf in respect of any claims that are outstanding at the date our relationship is terminated.

Conflicts of Interest: If we, one of our clients or providers become aware of any potential conflict of interest with regard to business we are transacting for you we will write to you and obtain your consent before we carry out your instructions and we will inform you of how we intend to ensure that you are treated fairly.

Instructions-corporate customers: We will take instructions from any individual who purports to be authorised by you and we reasonably believe this to be the case. If you wish to restrict the individuals from whom we may take instruction then you must inform us in writing and we will act accordingly.

Assignment

We may assign any or all of our rights under any agreement on giving you not less than one week's written notice. You may not assign, subcontract or encumber any rights or obligation under any agreement, in whole or in part without our prior written consent, at our sole discretion.

Warranties and Conditions: There are important provisions contained in your policy that must be exactly complied with at all times. Breach of a warranty may suspend your policy. Insurers may have no liability to pay losses occurring or attributable to something happening during any period of suspension. The period will continue until the breach has been remedied (if it is capable of remedy) A warranty may exist in the policy using terminology and without reference to the word 'warranty'

Please also take particular note of any conditions precedent that appear in the policy. If a condition precedent to the validity of this policy or to the commencement of the risk is not complied with, the insurer will not come on risk. If a condition precedent to the insurer's liability under this policy is not complied with, the insurer may not be liable for the loss in question. It is very important that you read the full policy carefully and if you are unsure of, or are unable to comply with, any provisions please contact us immediately.

Severability: If any provision of these Terms of Business is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms of Business and the remainder of the provision in question will not be affected.

Rights of third parties: No provision of these Terms of Business will be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any other person other than you or us.

Governing Law: Terms and Conditions of Trading will be governed by, and construed in accordance with, the Laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

JENKINSON & CO LTD

DATA PROTECTION NOTICE V1 02/19

Introduction

This notice provides you with information concerning our collection and use of personal data. If you have any queries regarding this statement, please do not hesitate to contact us.

What data we collect & what do we do with it

In order to provide insurance advisory, arranging & administration services we will obtain personal information from you including contact, personal & on occasion medical information. We will collect, store and process this information.

Legal basis

We collect, control and process your personal information because this is necessary to provide you with information, answer any queries you may have and for the provision of our services to you. Contractual necessity is therefore the lawful basis for collecting, controlling and processing your personal details. We are also exempted from the requirement to obtain specific consent for the collection of *sensitive personal data* that is pertinent to the underwriting of insurance contracts. Where you are an employer we require that you disclose any information sharing to your employees as appropriate.

Definition: sensitive personal data:

- *Racial or ethnic origin*
- *Political opinions*
- *Religious or philosophical beliefs*
- *Trade union membership*
- *Genetic data*
- *Biometric data*
- *Data concerning health*
- *Data concerning sex life or sexual orientation*

Sharing your data

In the course of our work with you we will share your personal data with product and service providers; we may also share you data with compliance monitoring & support organisations and regulatory bodies who are also 'Data Controllers' and registered with a supervisory authority in the EU unless otherwise indicated before we share any of your data.

We also use external data processors that will hold information for the following purposes:

- Secure file sharing
- Data backup
- Dissemination of information

Otherwise we will not share your personal information with other companies without your express authority except if the firm is sold or where we are required to do so by law.

Cross border transfer

Should any processor hold any data on our behalf outside of the EU we will take steps to ensure that it is held in a satisfactory jurisdiction. In the case of the US we will ensure that the EU-US Privacy Shield applies.

Marketing

Your contact details may be used by us on the basis of our legitimate interests in order to keep you informed about products and services that we provide where we are confident that these communications will not significantly affect your rights and freedoms in relation to use of your personal data. We will never share your data with third parties for marketing purposes.

Retention

We will keep your personal data throughout our business relationship. At the end of any contractual relationship we are required to continue to hold personal data under current legislation for varying periods. We may also consider it necessary to keep data beyond these timescales in order to defend any future legal action. Where we no longer need regular access to your data we will transfer your data to a secure archive in order to avoid any unnecessary processing.

Your rights

Under data protection law you have the right to ask us for a copy of the information we hold about you, and to have any inaccuracies corrected or removed. You may also ask us to delete or cease processing all personal data held by us or any processor with whom we have shared your data. We may not always be able to comply with a request for deletion, but you can ask us to cease processing your data.

In addition you have the right to be informed about the data we collect, where is located, with whom it is shared and the processing we undertake and to question any automated decision making processes.

To do this, or if you require more information please contact us, our contact details are below.

Complaints

The UK Information Commissioner's Office is our supervising authority where you can refer any complaints about data protection. For more information: www.ico.org.uk.

Contact

For any queries about data protection please contact:
Mandy Jenkinson: Jenkinson & Co Ltd, New Ebury House, South Grove, Rotherham S60 2AF
Tel No: 01709 821400

Before we place any insurance cover, please sign below to acknowledge and accept these terms and conditions.

Completion of this document is acceptance of both our Terms of Business & Data Protection Notice.

Company/Name

 Date

 Signature

 Print name
