



Nixon James Corporate

Commercial Insurance Brokers

Terms of Business applying to General Insurance Clients

By accepting these Terms of Business, you are giving your consent to the actions described in the following sections. Please read this document carefully.

The Financial Services Authority (FSA)

The FSA is the Independent Watchdog which regulates Financial Services. It requires us to give this document to you. Please use this to decide if our services are suitable for you.

Our Services

We are an Independent Insurance Broker & we will act on your behalf in :-

- a) Arranging your Insurance cover with Insurers to meet with your requirements and provide advice, on the basis of a fair analysis of the market, to offer you enough information to enable you to make an informed decision.
- b) Helping you with any changes you need to make to your insurance arrangements during the policy period.
- c) Advising you when you need to renew your insurances in time, to allow you to consider and arrange any continuing cover.

We offer a wide range of insurance products. For some types of insurance, we deal predominantly with a single or limited number of Insurers selected as offering value for money and quality of service. We will advise full details before you make any commitment and a list of Insurers approached will be available on request. We will make a recommendation after assessing your needs or advise you if we are unable to place your insurances.

Who regulates us

Nixon James Corporate, Commercial Insurance Brokers, George House, 74 Seymour Road, Bishopston, Bristol BS7 9HT is authorised and regulated by the Financial Services Authority. Our Firm Reference Number (FRN) is 496248. Our permitted business is advising on, arranging, transacting & administering general insurance contracts. You can check this on the FSA's Register www.fsa.gov.uk/register or telephone the FSA on 0845 606 1234.

Information on Costs

As Insurance Brokers, we earn our income predominantly from commission paid to us by Insurers based on the amount they charge you. You are entitled, at any time, to request information on any commission we may have received as a result of placing or renewing your insurances. We may also, occasionally, receive additional remuneration from certain Insurers for insurance we place with them. Please ask us, should you require further information.

In addition to the premiums charged by Insurers, we may charge a professional fee to cover the placement & ongoing handling of insurances. The specific amount and purpose of any fee & administration charges will always be advised to you in advance. We earn all our commission/fees when your insurances are placed with Insurers & take our commission/fees immediately upon receipt of payment to your Insurers, unless agreed otherwise with them.

Mid Term Adjustments or cancellations

If a policy adjustment results in a premium refund or a cancellation mid-term, we will refund the premium due, net of our commission and any charge by Insurers. If the premium is paid by Instalments, we will claim our commission along with Insurer charges in the calculation of any outstanding monies due.

You may have a statutory right to cancel your policy within a short period. Please refer to your Policy summary or Policy document for further details. If the Policy is cancelled, you will receive, under certain circumstances, a pro rata premium refund from Insurers as long as the policy is not arranged on a minimum & deposit premium basis. Insurers are also entitled to make an administrative charge. We may also retain an amount to reflect the administration costs of arranging and cancelling the policy.

If you wish to cancel outside the above period, you may not receive a pro rata premium refund and those with a minimum & deposit premium will receive no refund. We will also retain full commission and any administration fee or charge. In the event of an agreed policy not being taken up, we reserve the right to charge an amount that reflects our administration costs and any commission and fees that we would otherwise have earned.

Payment terms

We normally accept payment by guaranteed Cheque or Credit/Debit card or Bankers Automated Clearing System (BACS). We require full payment of premiums within 14 days of cover being effected. You may be able to spread your payments via a Premium Instalment facility over 10 months. We will give you full information about payment options & details of the interest payable when we provide your quotation.

How we will handle your money

Our client bank account has been set up in accordance with the strict rules laid down by the Financial Services Authority (FSA). Prior to your premium being forwarded to Insurers, and for your protection, we either hold your premium as an agent of the Insurer (in which case, your policy is treated as being paid for) or we hold it in our segregated Client bank account in trust for you.

In arranging your Insurances, we may also employ the services of other Intermediaries (who are also regulated by the FSA) and your premium may be passed to these intermediaries for payment to Insurers. Please make all Cheques payable to Nixon James Corporate. No interest will be paid to clients in respect of the client account. Any interest earned (if applicable) will remain in the ownership of Nixon James Corporate.

Solvency of Insurers

We cannot guarantee the solvency of any Insurer with which we place business. This means that you may still be liable for any premium due and not be able to recover the premium paid, whether in full or in part, should any Insurer become insolvent.

Your Duty to disclose information

It is your responsibility to provide complete and accurate information to Insurers when you effect an insurance policy, throughout its life and at renewal. It is important that you ensure all statements made on proposal forms, claim forms and other documents are full and accurate. If a form is completed on your behalf, you should check that the answers given to any of the questions are true & accurate, before signing this document.

Failure to disclose any material information to us or your Insurers could invalidate your insurance cover and could mean that part or all of a claim may not be paid. You should take particular care to check the accuracy of all information you provide. If you are ever in any doubt as to whether any information is material or not, you should disclose it.

Notification of Incidents/Claims

As part of our service, we can assist you with any claim you need to make. When you first become a client, we will give you details of how you can make a claim and advise what responsibilities you have in relation to making claims.

It is essential to notify us immediately of all incidents that may result in a claim against your insurance policy. You must do so, whether you believe you are liable or not. Any letter of claim received by you must be passed to us immediately without acknowledgement. Only by providing prompt notification of incidents can your Insurers take steps to protect your interests. Your Policy summary and Policy document will provide appropriate contact details for use in the event of a claim. Any claim payment will be made in favour of you. If you require a payment to be made to a Third Party, then you must confirm the required payee details and provide a brief explanation for your request. If you are uncertain what to do, please contact us at the address given below.

Complaints

It is our intention to provide you with the highest possible level of customer service at all times. If you should wish to make a complaint about our service, we have a formal complaints procedure. In the first instance, you should contact us at the below noted address, either by letter, telephone, fax or by email and we will be pleased to help you. Please address your complaint to the General Manager. We shall supply you with a copy of our Complaints procedure upon receipt of a complaint, or at any time, upon request. You will be advised of any redress available to you, should you believe the matter has not been resolved to your satisfaction. If you are unable to settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service (FOS). We will explain if you are able to refer any complaint to the FOS.

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 & arranging is covered for 100% of the first £2,000 & 90% of the remainder of the claim, without any upper limit. For compulsory classes of insurance, this increases to 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS (<http://www.fscs.org.uk>)

Confidentiality & Data Protection

All personal information about you will be treated as private and confidential and kept secure. We will only use and disclose information we have about you in the normal course of arranging and administering your insurance. We may pass information about you (which may include details of your payment record) to Credit Reference Agencies for the purposes of arranging payments by instalments. We will not disclose any information to any other parties without your consent, or unless required to do so by the FSA, or if it is in the public interest, or we have to, by law. We may also use the information we hold about you to provide you with information on other products and services we can offer which we feel may be appropriate to you. Under the Data Protection Act 1998, you have rights of access to any personal information we hold about you in our records. If you have any questions on this, or do not wish to receive marketing information from us, please write to us at the below noted address.

Claims & Underwriting Exchange Register & Motor Insurance Anti-Fraud Register

Insurers pass information to the Claims & Underwriting Exchange Register operated by Database Services Ltd & the Motor Insurance Anti-Fraud Register compiled by the Association of British Insurers. The objective is to check information provided & to prevent fraudulent claims. Motor insurance details are also added to the Motor Insurance Database operated by the Motor Insurers' Information Centre (MIIC) which has been formed to help identify uninsured drivers and may be accessed by the police to help confirm who is insured to drive. In the event of an accident, this database may be used by Insurers, MIIC & your own Motor Insurers to identify relevant policy information, Other insurance related databases may well be added at a later date.

Applicable Law

This Terms of Business document is subject to English Law.

Nixon James Corporate
George House
74 Seymour Road
Bishopston
Bristol
BS7 9HT

Tel: 0117 924 9554
Fax: 0117 303 5060
Email: ken.nixon@nixonjames.co.uk
Web: www.nixonjames.co.uk