

## **John Whippy Insurance Brokers**

### **Terms of Business**

*You should carefully read these Terms that apply to our appointment by you and the services we will provide.*

#### **Company Contact Details:**

John F Whippy & Company Limited t/a John Whippy Insurance Brokers, 97 Cavendish Place, Eastbourne, East Sussex, BN21 3TZ  
Telephone: (01323) 410433 Email: [info@johnwhippy.co.uk](mailto:info@johnwhippy.co.uk)

#### **Section 1 – Regulation**

Our permitted business is advising, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts. We are authorised and regulated by the Financial Conduct Authority (FCA).

The FCA is the independent watchdog that regulates financial services. Our Firm Reference Number is 310658.

You may check our details on the Financial Services Register by visiting the FCA's website at [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on 0800 111 6768.

We are an independent Insurance Intermediary and we act on **your** behalf in arranging your insurance needs.

We offer products from Insurance Companies that we have selected from the whole market and we regularly review the range of products offered.

We are also authorised for consumer credit activities and our permission for this is acting as a credit broker.

#### **Section 2- Accepting our Terms of Business**

By asking us to quote for, arrange or handle your insurances you are providing your informed agreement to these Terms of Business.

#### **Section 3 – Definitions**

"Consumer" means anyone acting outside their trade or profession in respect of the insurance cover requested or arranged.

"Company", "we", "us" or "our" means John Whippy Insurance Brokers  
"You" or "Your" means you (and/or your appointed agent).

#### **Section 4 - Our Service to you**

Our role is to advise you and make a suitable recommendation after we have assessed your needs. In situations where we are able to arrange insurance for you but do not offer advice, we shall confirm the position to you in writing. We will not in any circumstances act as an insurer nor guarantee or warrant the solvency of any insurer. We act on your behalf in arranging your insurance including advising you on your insurance needs; arranging your insurance cover with Insurers to meet your requirements; helping you with any ongoing changes you have to make and assist in claims handling. The main features will be explained of the products and services that we offer you including details of the insurance provider, main details of cover and benefits, any unusual restrictions or exclusions, any significant conditions or obligations and the period of cover.

We may also act as agent of insurers in the course of providing these services. We offer a wide range of insurance with leading insurers in the marketplace. The advice given by the firm is on a personal recommendation based on a fair and personal analysis of the market. For certain products, we may only deal with a single insurer or select from a limited number of insurers. In such circumstances when the firm does not give a personal recommendation on the basis of a fair and personal analysis, we will provide you with the names of the insurers which the firm may and does conduct business with. We will give you details of these arrangements before you make any commitment on any product, we offer you.

We will make a recommendation for you after we have assessed your needs, or advise you if we are unable to place your insurance. In some circumstances we provide information only and do not therefore make a personal recommendation. The documentation we provide will make it clear whether the sale is provided on an advised or non-advised basis. We will also make clear in our documentation prior to conclusion of the contract areas where we are acting as agent for the customer, the insurer or both.

#### **Section 5 – Important Information (Consumer Customers Only)**

Under the Consumer Insurance (Disclosure and Representation) Act 2012, it is your duty as a consumer to take reasonable care not to make a misrepresentation to an insurer. A failure by you to comply with the insurers request to confirm or amend particulars previously given is capable of being a misrepresentation for the purpose of this Act. It is important that you ensure all statements you make on proposal forms, claim forms and other documents are full and accurate. We recommend that you keep a copy of all correspondence in relation to the arrangement of your insurance. Under the Act, an insurer has a remedy against a consumer in respect of qualifying misrepresentations in breach of the consumers' duty of reasonable care where the insurer deems the misrepresentation to be either deliberate, reckless, or careless.

**If in doubt about any point in relation to your duty to take reasonable care and subsequent qualifying misrepresentations, please contact us immediately.**

#### **Section 6 - Your duty of fair presentation (Non-Consumer Customers)**

It is your responsibility to provide a fair presentation of the insurance risk based on you conducting a reasonable search for information. This could require you to obtain information from senior managers within your organisation or other parties to which the insurance relates or who carry out outsource functions for your business. You must disclose every material circumstance which you know or ought to know, or failing that, disclose sufficient information to put your insurer on notice that it needs to make further enquiries. You must ensure that any information you provide is correct to the best of your knowledge and representations that you make in expectation or belief must be made in good faith. If you fail to make a fair presentation of the risk this may result in additional terms or warranties being applied from inception of the policy or any claim payment being proportionately reduced. In some cases, this could result in your policy being declared void by an insurer and your premiums returned. Any deliberate or reckless breach of your duty of fair presentation could result in your policy being declared void by an insurer with no refund of premium.

**If in doubt about any point in relation to material circumstances and reasonable search, please contact us immediately.**

#### **Section 7 - Awareness of Policy Terms**

When a policy or other insurer documentation is issued, you are strongly advised to read it carefully as it is these documents, the policy schedule, the policy wording and any certificate of insurance, that forms the basis of the insurance contract you have purchased. If you are in doubt over any part of the policy terms, conditions, exclusions or warranties please raise these doubts with us and seek our advice promptly. You should ensure that you are aware of the policy cover, policy limits and other terms that apply. Particular attention should be paid to any warranties and conditions as failure to comply with them could invalidate your policy.

#### **Section 8 - Financial Crime**

Please be aware that current UK money laundering regulations require us to obtain adequate 'Know Your Client' information about you. We are also required to cross check you against The Office of Financial Sanctions Implementation (OFSI) HM Treasury consolidated list of Financial Sanctions Targets in the UK as part of the information gathering process.

We are obliged to report to the National Crime Agency and/or Serious Fraud Office any evidence or suspicion of financial crime at the first opportunity and we are prohibited from disclosing any such report. We will not permit our employees or other persons engaged by them to be either influenced or influence others in respect of undue payments or privileges from or to insurers or clients.

## **Section 9 - 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 an insurer become insolvent. Please also see Section 28 – Financial Compensation Scheme (FSCS).

## **Section 10 - Charges and Fees for our Services**

On instructing us to arrange an insurance policy you agree to pay in full the appropriate premium as advised along with any fee charged for advice given together with any additional premiums arising through adjustments to the policy. Payments are accepted by cash, debit card, cheque (Renewals Only), bank transfer and most credit cards. Premium funding can also be arranged through one of our third-party finance providers, subject to application approval. We will give you full details about your payment options when we discuss your insurance requirements.

In addition, to the commission we normally receive from the insurers or product providers, we also apply the following charges to cover administration costs incurred for handling your insurances. These fees are non-refundable.

### **• New Business & Renewal Fee:**

<b><u>Premium</u></b>	<b><u>Commercial *</u></b>	<b><u>Non-Commercial *</u></b>
<b>Up to £500</b>	£35	£28
<b>Up to £1,500</b>	£65	£35
<b>Up to £2,500</b>	£95	£50
<b>Up to £4,000</b>	£150	£75
<b>Over £4,000</b>	Advised on Sale	Advised on Sale

\* An additional fee is charged when no remuneration is payable by the insurer or the commission amount is insufficient to cover the cost of arranging and servicing the policy (See Section 19 Remuneration). In respect of Motor Trade Insurance, we apply a minimum fee of **£150.00**

- Policy Adjustment Fee: **£25.00** plus our full commission entitlement in the event of a return premium. This includes adjustments that we have proceeded with and then subsequently instructed not to proceed.
- Policy Cancellation Fee: **£35.00** plus we will retain our full commission entitlement. This includes policies where we have been asked to issue cover and then we are subsequently instructed not to proceed prior to the policy commencement date.
- Duplicate Documentation by Post Fee: **£10.00**
- Dishonoured Cheques (each time returned unpaid) Fee: **£30.00**
- Late Payment Fee (Payments made over 7 days after the agreed payment date): **£30.00**
- Finance arrears settled through us will incur an additional **£15.00** Fee.
- Visa/Mastercard Business Credit Card Fee: **2.04%**
- Mastercard Business Debit Card Fee: **2.04%**
- Visa Business Debit Card Fee: **1.54%**
- Maximum Card Premium Payment Limit: **£1,500.00**
- Refunds are made by Bank Transfer. For refunds requested by cheque, an additional **£10.00** fee is applied. Return premiums under **£10.00** will be retained as an additional service charge.
- In the event that your policy is voided by the insurance company for non-disclosure, we will retain all commissions and fees earned in arranging your insurance policy.

You will receive a quotation which tells you the total price to be paid, showing any fees, taxes and charges separately from the premium before your insurance arrangements are concluded. Full payment of premium and fees is due before cover commences, or as otherwise stated under terms of credit, or in the debit note, invoice or statement issued to you.

## **Section 11 - Terms of Payment**

Any payment we receive from you will be held by John F Whippy & Company Limited in a Statutory Client Bank Account held with the Metro Bank Plc. In some cases, the payment we receive will be held on behalf of the insurance provider with whom we arrange your policy as their agent. This means that any payment you make to us will be regarded as having been paid to the insurance provider. This is known as risk transfer.

Our payment terms are as follows (unless specifically agreed by us in writing to the contrary):

- New policies: immediate payment on or before the policy inception date.
- Alterations to existing policies: immediate payment on or before the effective date of the change.
- Renewals: due in full before the renewal date.

If payment is not received from you in accordance with the above terms, we, or your insurer may be forced to cancel or lapse the relevant policy/policies, which could mean that part or all of a claim may not be paid. You may also be in breach of legally required insurance cover.

## **Section 12 – Premium Finance**

If you choose to pay for your insurance premium using a separate third-party finance provider your details will be passed onto them. We will provide you with a breakdown of the costs of your monthly instalments and subsequently a document outlining key features of their credit agreement with you including any fees they apply and the cost of default charges. It is important that you take time to read this document and must contact us if you do not receive this. There is a credit charge applied when using this finance facility, the cost of which will be advised at the time of inception and at renewal. If you have any queries or questions, either about the service provided by the finance provider or their terms and conditions you should in the first instance contact them.

Where your policy is paid via the finance provider and you choose to renew your cover, we will continue to pass your details to them. If any direct debit or other payment due in respect of any credit agreement you enter into to pay insurance premiums is not met when presented for payment or if you end the credit agreement, we will be informed of such events by the finance provider. If you do not make other arrangements with us to pay the insurance premiums you acknowledge and agree that we may, at any time after being so informed, instruct on your behalf the relevant insurer to cancel the insurance and to collect any refund of premiums which may be made by the insurer and if any money is owed under your credit agreement pay it to the finance provider or if we have already been debited with the amount outstanding use it to offset our costs. You will be responsible for paying any time on risk charge and putting in place any alternative insurance and/or payment arrangements you need.

Upon receiving your strict acceptance to pay for insurance premiums through the finance provider, we will instruct them to proceed with your application for credit. This process will involve the provider searching public information that a credit reference agency holds about you and any previous payment history you have with that provider. The credit reference agency will add details of your search and your application to their record about you whether or not your application is successful. Please read carefully the pre-contractual explanations and the information regarding the cost of credit (including any representative examples). Together they provide important information in relation to the credit facility available from the finance provider. To use the finance providers' facility, you must be resident in the UK, aged 18 years or over and hold a bank or building society current account which can support direct debit payments. Credit is available subject to status.

## **Section 13 – How we hold your money**

All client money is handled by us. Client money is money that we receive and hold on behalf of our clients during the course of our dealings such as premium payments, premium refunds, and claim payments. This money will be held by us either as agent of the insurer or agent of the client, determined by the agreement we have in place with each insurer. Where money is held as agent of the insurer, this means that when we have received your cleared premium, it is deemed to have been paid to the insurer.

Our standard accounting practice is to take our commission upon receipt of your cleared funds prior to payment of the premium to the insurer.

The FCA requires all client monies, including yours, to be held in a trust account, the purpose of which is to protect you in the event of our financial failure since, in such circumstances; our general creditors would not be able to make claims on client money as it will not form part of our assets. We hold all client monies with one or more approved banks, as defined by the FCA, in a Statutory Trust bank account in accordance with the FCA client money rules. Under these arrangements, we assume responsibility for such monies and are permitted to, and may:

- For the purpose of effecting a transaction on your behalf, pass your money to another intermediary, including those residents outside the UK who would therefore be subject to different legal and regulatory regimes. In the event of a failure of the intermediary, this money may be treated in a different manner from that which would apply if the money were held by an intermediary in the UK. Please inform us if you do not agree to this.
- Retain for our own use, any interest earned on client money.

Unless we receive your written instruction to the contrary, we shall treat receipt of payment from you and of any claim payment and/or refund of premium which fall due to you, as being with your informed consent to the payment of those monies into the Statutory Trust bank account.

## **Section 14 - Quotations**

Unless otherwise agreed, any quotation given will normally remain valid for a period of 30 days from the date it is provided to you. We reserve the right to withdraw or amend a quotation in certain circumstances, for example, where the insurer has altered their premium/terms for the insurance since the quotation was given, where there has been a change in the original risk information/material circumstances disclosed or if a claim/incident has occurred since the terms were offered.

## **Section 15 - Renewals**

You will be provided with renewal terms in good time before expiry of the policy, or notified that renewal is not being invited. Unless you advise otherwise, renewals are invited on the basis that there have been no changes in the risk or cover required, other than those specifically notified to us or your insurers (see 'Important Information - Section 5' and 'The Duty of Fair Presentation – Section 6'). It is very important that you check the information provided at renewal to confirm it remains accurate and complete. If any of the information is incorrect or if your circumstances have changed, you should contact us immediately so we can update your details.

## **Section 16 – Mid-Term Transferred Business**

When we are appointed to service insurance policies other than at their inception or renewal and which were originally arranged via another party, we shall not be liable during the current insurance period for any loss arising from any errors or omissions or gaps in your insurance cover or advice not supplied by us. Should you have any concerns in respect of a policy, which has been transferred to us, or if you require an immediate review of your insurance arrangements, you must notify us immediately. Otherwise, we shall review your insurance arrangements and advise accordingly as each policy falls due for renewal.

## **Section 17 – Notification of Incidents/Claims**

You should take note of the required procedures in the event of a claim, which will be stated in the policy documentation. Generally, insurers require immediate notification of a claim or circumstances that might lead to a claim. Your policy documentation will provide you with details on who to contact to make a claim. It is essential to notify immediately 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 or claim received by you must be passed on immediately, without acknowledgement. Only by providing prompt notification of incidents can your insurance company take steps to protect your interests. Claims 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 name and details and provide a brief explanation for your request. Please contact us for guidance on claiming under your policy. We will employ due care and skill if we act on your behalf in respect of a claim.

## **Section 18 - Failure to Pay Premiums**

If at any time you refuse to pay the appropriate premium, charge or fee falling due in respect of any contract of insurance or if premium payment is being made by monthly direct debit mandate under a premium funding facility and payments fail for any reason and the outstanding balance is not cleared, after due notice you will automatically be deemed to have instructed us to cancel the policy.

## **Section 19 - Cancellation of Insurance**

You should make any request for the cancellation of a policy in writing and any relevant certificate of insurance should be returned to us or to the insurer concerned. Your policy document will detail your rights to cancel your insurance once you have taken it out. Depending on the type of policy you have purchased, you may be entitled to cancel within 14 or 30 days of either conclusion of the contract or receiving your policy documentation, whichever occurs later. This is often referred to as a cooling off period. Where you cancel a policy before renewal, you will be responsible for paying a charge to meet the cost of cover provided and administration expenses. Please see 'Section 10 - Charges and Fees for our Services'. To enable your insurer to process the cancellation, you will need to return certificates and any official documents to our office within 30 days of your notice to cancel.

Where a policy is cancelled before renewal, insurers charge to cover their costs, with the balance refunded to you, subject to no claim having been made. Full details will be available in your policy. In the event of an adjustment giving rise to a return of premium the amount may be refunded or held to credit.

**Your attention is specifically drawn to the following:** Where you cancel your policy **after** the expiry of the cooling off period or where you request a

mid-term adjustment which results in a refund of premium, **we reserve the right to charge you for our time and costs. This will usually result in us reducing the amount refunded to you by the FULL amount of the commission and fees we would have received had you not cancelled.** The reason for this is that the majority of our costs are incurred either in initially finding and setting up your policy or in the annual renewal process when we might check the ongoing suitability of the cover the policy offers. These costs are recovered through the commission we earn. If you cancel, this does not give us an opportunity to recover the costs we incurred and would often result in us making a loss.

However, any charge made will not exceed the cost of the commission and fees we would have earned. For certain commercial insurance policies, insurers will only provide cover where the premium is due in full on inception of the policy. This means that no refund will be paid if the policy is cancelled before renewal. We will advise you if this affects you. Bank details may be retained for the purposes of refunds and claims payments that may be made by BACS. In view of the cost involved in making changes to your policy, we will not issue refunds of less than £10.00.

## **Section 20 – Remuneration**

Where we arrange low or non-commission paying products, we will charge an arrangement fee not exceeding 30% of the premium together with our normal Charges & Fees (Section 10), and will advise you of the actual amount at the time of quotation or renewal. These fees may be subject to change. Where there are changes, we will confirm this clearly and the actual amount will always be disclosed to you before you commit to purchasing the product. To the extent that it is not possible for an amount to be given the firm will provide the basis for its calculation.

You are entitled, at any time, to request further information regarding the amount of any commission which we may have received as a result of placing or renewing your insurance cover.

We take any commission once we receive your payment as cleared funds and prior to payment of the premium to the insurer. We may occasionally receive additional remuneration from certain insurers for insurance policies we place with them, finance providers claim management services and others. Please ask us should you require further information.

Where you choose to pay your premium by instalments, we may use a scheme operated by your insurer, or we may use a single Finance Provider /Finance Provider selected from a limited panel, and we may receive a commission for introducing you to them. The firm will advise the customer of any commission payable by the lender in relation to a credit agreement where knowledge of the existence or amount of commission could affect the impartiality of the firm in recommending a particular product or have a material impact on the customers transactional decision.

## **Section 21 - Termination of our Authority to act on your behalf**

You or we may terminate our authority to act on your behalf by providing at least 14 days' notice in writing (or such other period we agree)

Termination is without prejudice to any transactions already initiated by you, which will be completed according to these terms of business unless we agree otherwise in writing.

You will remain liable to pay for any transactions or adjustments effective prior to termination and we shall be entitled to retain any and all commission and /or fees payable in relation to insurance cover placed by us prior to the date of written termination.

## **Section 22 - Communications/Documentation**

We will issue all documentation to you in a timely manner. Documentation relating to your insurance will confirm the basis of the cover and provide details of the relevant insurers. It is therefore important that the documentation is kept in a safe place, as you may need to refer to it or need it to make a claim. A new policy/policy booklet is not necessarily provided each year, although a duplicate can be provided at any time upon request. You should always check the documentation to ensure all the details are correct and if this is not the case you should contact us immediately.

### **Section 23 - Confidentiality of Information and Personal Data**

We are a data controller for the information you provide to us including individual, identification and financial details, policy history and special category data (such as medical or criminal history).

Details of our legal basis for processing your information, along with details of any third party recipient whom it may be necessary to share your personal data with in order to fulfil the contract, retention period for data held, security of your data, your rights under the General Data Protection Regulations (GDPR) including the right to complain can be found in our full 'Privacy Notice' available to view on our website at [www.johnwhippy.co.uk/privacy-notice](http://www.johnwhippy.co.uk/privacy-notice) or alternatively a copy can be requested.

We will however use and disclose the information we have about you in the course of arranging, placing and administering your insurance. This may involve passing information about you to the Financial Conduct Authority, insurers, other intermediaries, risk management assessors, uninsured loss recovery agencies and other third parties involved (directly or indirectly) in your insurance. To make sure you get our best deal and to ascertain the most appropriate payment options for you and to protect you from fraud, we use public and personal data from a variety of sources, including credit reference agencies and other organisations. Our search will appear on your credit report and will be visible to other credit providers whether or not your application proceeds. If you do not proceed it will be clear the search was for quotation purposes. By agreeing to the terms and conditions you agree to these uses of your information.

In addition, we may also pass information about you to credit reference agencies and premium finance providers in connection with the assessment of your financial standing generally and, in particular, where you have requested a premium instalment plan – this may include details of your payment record with us. We may also pass information about you to other companies with which we are associated. We or they may also use the information we hold about you to provide you with information on other products and services we or they can offer and which we or they feel may be of interest to you. Please notify us promptly in writing if you do not wish your details to be used for any of these purposes otherwise, we shall treat the issue of these Terms as evidence of your informed consent. In the interests of security and to improve our service, telephone calls you make to us may be monitored and / or recorded for training purposes.

### **Section 24 - Identity and Credit Checks**

To protect you from fraud we may request supporting documentation in order to verify your identity. Insurers and/or Premium Finance Providers may also undertake further checks using publicly available data from external organisations including credit reference searches with a credit reference agency. Any searches will appear on your credit report whether or not an application proceeds. By accepting our Terms of Business, you agree to allow these checks to be made on your behalf.

### **Section 25 - Insurer Documentation**

In accordance with this Terms of Business document we may keep certain documents such as your insurance policy documents or certificate of insurance while we are waiting for full payment of premiums or administration charges.

For Motor Insurance and Household Insurance we may retain your original renewal notice where this is or may be required to provide proof of a no claims discount entitlement. In these circumstances we will ensure you receive full details of your insurance cover and we will provide you with any documents which you require by law.

### **Section 26 - Household and Motor Insurance Databases**

Most insurers exchange information with each other through various databases to help check and verify the information provided and also to help prevent fraudulent claims.

All insurers will now supply details of motor insurance policies to a database known as the Motor Insurance Database to which the Police and other insurers have access. This database helps detect people who break the law by not taking out insurance and helps insurers pursue these individuals in the event of a claim following an accident.

### **Section 27 – Complaints**

It is our intention to provide you with the highest possible level of customer service at all times. However, we recognise that things can go wrong occasionally and if this occurs, we are committed to resolving matters promptly and fairly.

Should you wish to complain you may do so:

- In writing to the Complaints Manager Gavin Whippy
- By telephone on 01323 410433
- By e-mail at [gavin@johnwhippy.co.uk](mailto:gavin@johnwhippy.co.uk)
- In person by visiting our office (see above for address)

Should you not be satisfied with our final response, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). More information is available on request or on their website. [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Further details will be supplied at the time of responding to your complaint.

### **Section 28 - Financial Services Compensation Scheme (FSCS)**

We are covered by the Financial Services Compensation Scheme and you may be entitled to compensation from the scheme depending on the type of business and circumstances of the claim if we cannot meet our obligations. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme at [www.fscs.org.uk](http://www.fscs.org.uk)

### **Section 29 - General**

If any provision of these Terms is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question will not be affected. These Terms shall be governed by the laws of England and Wales and the parties agree herewith that any dispute arising out of it shall be subject to the exclusive jurisdiction of the relevant court. These Terms supersede all proposals, prior discussions, and representations (whether oral or written) between us relating to our appointment as your agent in connection with the arranging and administration of your insurance. These Terms constitute an offer by us to act on your behalf in the arranging and administration of your insurance. In the absence of any specific acceptance communicated to us by you (whether verbal or written) you are deemed to accept our offer to act for you on the basis of these Terms, by conduct, upon you instructing us to arrange, renew or otherwise act for you in connection with insurance matters.

**John F Whippy & Company Limited t/a John Whippy Insurance Brokers**

**Terms of Business Version 13 – May 2023**