

## **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 Fax: (01323) 648587 Email: [info@johnwhippy.co.uk](mailto:info@johnwhippy.co.uk)

John F Whippy & Company Limited is authorised and regulated by the Financial Conduct Authority. Our Firm Reference Number (FRN) is 310658. You can check this on the Financial Services Register by visiting the Financial Conduct Authority's website: [www.fca.org.uk](http://www.fca.org.uk) or by telephoning the Financial Conduct Authority on 0800 111 6768.

#### **Section 1 - The Financial Conduct Authority**

John F Whippy & Company Limited t/a John Whippy Insurance Brokers, 97 Cavendish Place Eastbourne East Sussex BN21 3TZ Telephone: 01323 410433 is authorised and regulated by the Financial Conduct Authority (FCA). Our FCA Firms Reference Number (FRN) is 310658.

Our permitted business is advising, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts. You may check this on the Financial Conduct Authority's register by visiting the FCA website, [www.fca.gov.uk/Pages/register/](http://www.fca.gov.uk/Pages/register/) or by contacting the Financial Conduct Authority on 0845 606 1234.

#### **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 – About the Firm**

John F Whippy & Company Limited t/a John Whippy Insurance Brokers is an independent insurance intermediary.

#### **Section 4 - Our Service**

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 - Consumer Credit**

We are authorised and regulated by the Financial Conduct Authority in respect of our current Consumer Credit permissions.

#### **Section 6 – Limitations and Exclusions of our Liability**

The following provisions set out our entire financial liability to you:

You acknowledge and agree that you shall only be entitled to make a claim against us and not against any individual employee or consultant engaged by us. Our liability for losses suffered by you arising under or in connection with the provision of our services, whether in contract, tort (including negligence) breach of statutory duty, or otherwise (including our liability for the acts or omissions of our senior management, employees and any appointed representatives shall be limited in all circumstances to £100.00 per claim. Any claim or series of claims arising from one act, error, omission, incident or original cause shall be considered to be one claim. We shall not be liable to you for any loss of profit or loss of business whether directly or indirectly occurring and which arises out of or in connection with the provision of our services. Nothing in this paragraph shall exclude or limit our liability for death or personal injury caused by our negligence or for loss by our fraud, fraudulent misrepresentation or breach of regulatory obligations owed to you. You are welcome to contact us to discuss increasing the limitations of our liability and/or varying the exclusions set out above.

#### **Section 7 – Your Duty of Disclosure (Consumer Customers)**

The Consumer Insurance (Disclosure and Representation) Act 2012 makes it your duty as a consumer to take reasonable care not to make a misrepresentation to an insurer. Under the act a consumer is defined as an individual who enters into an insurance contract wholly or mainly for purposes unrelated to the individual's trade, business or profession. A failure by the consumer 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 and 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 8 - Your duty of fair presentation (Non-Consumer Customers)**

The Insurance Act 2015 imposes an obligation on all business insureds (i.e. an insured who has bought insurance wholly or mainly for purposes related to their trade, business or profession) to 'make a fair presentation of the risk' prior to the policy commencing. A fair presentation is one that discloses, in a manner that is reasonably clear and accessible, every material circumstance which is known or ought to be known by the policyholder's senior management or those responsible for arranging insurance, following a reasonable search. This is the case before your cover is placed, when it is renewed and any time that it is varied. A circumstance is material if it would influence a prudent insurer's judgment in determining whether to take the risk and, if so, on what terms. If you are in any doubt whether a circumstance is material we recommend that it should be disclosed 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 the 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 9 - 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 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 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. These payments can also be approved through an approved premium instalment scheme. 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 make the following charges to cover administration costs for handling your insurances:

- New Business and Renewal Fee:
  - Personal Insurance: £20.00 or 2% whichever the greater.
  - Commercial Insurance: £30.00 or 10% whichever the greater
  - Motor Trade and Special Types Insurance Policies: £100.00 or 10% whichever the greater.
- 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.
- Late Disclosure of Relevant Information Fee: £50.00 plus our full commission entitlement in the event of a return premium.
- 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.
- Policy Voidance Fee: £70.00 plus we will retain our full commission entitlement. This includes policies that were voided before the policy commencement date.
- Duplicate Documentation Fee: £15.00
- Dishonoured Cheques (each time returned unpaid) Fee: £30.00
- Late Payment Fee (Payments made 7 days after the agreed payment date): £30.00
- Our Direct Debit Default Fee: £15.00
- Business Credit Card Fee: 1.79%
- Maximum Card Payment Limit: £1,500.00
- An additional fee is charged when no commission is payable by the insurer or the commission level is insufficient to cover the cost of arranging and servicing the policy (See Section 16 Remuneration).
- 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 inception date of the policy.
- 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.

Payments by cheque should be made out to John Whippy Insurance Brokers.

If you choose to pay for your insurance premium using a 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. 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 again 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 12 - Handling Client Money and/or Insurer Money**

Our financial arrangements with most insurance companies are on a risk transfer basis, which means that we hold premiums and refunds due to clients on behalf of the insurance undertaking concerned and under a risk transfer agreement. Such monies are deemed to be held by the insurer(s) with which your insurance is arranged. If risk transfer does not apply such monies will be held by us in a statutory client trust account set up in accordance with the rules of the Financial Conduct Authority. For the purpose of some transactions, client money may pass through other authorised intermediaries. Interest will not be paid to customers in respect of money held in client trust accounts. Any interest earned will remain in the ownership of John F Whippy & Company Limited. By instructing us to place insurance on your behalf you give your informed consent to these Client Money procedures. If there are any matters which you do not understand, or do not accept, you should discuss them with us before proceeding.

### **Section 13 - 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 14 - 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. In the event of cancellation charges for our services will apply in accordance with the charges shown above. 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. See Section 15 for the Refunds Procedure. The terms of your policy may allow insurers to retain the premium in full or to charge short-period premiums in the event of cancellation (See Section 10 for Cancellation Charges).

## **Section 15 – Refunds Procedure**

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. In view of the cost involved in making changes to your policy, we will not issue refunds of less than £10.00.

## **Section 16 – 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, 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.

In good time before the conclusion of the initial contract of insurance and if necessary, on its amendment or a renewal the firm will advise you:

- (a) On the nature/type of remuneration the firm received in relation to the contract of insurance
- (b) In relation to the contract of insurance the basis/source of the remuneration
  1. a fee that is remuneration paid directly by you to the firm or
  2. a commission of any kind that is a remuneration included in the premium; or;
  3. any other type of remuneration including an economic benefit of any kind offered or given in connection with the contract; or

The basis of a combination of any type of remuneration set out above.

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 claims 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 17 - Conflict of Interest**

Occasions can potentially arise where we or a company with which we are associated, another client or product provider will have a potential conflict of interest with business being transacted for you. If this happens and we become aware that a potential conflict exists we will write to you and obtain your consent before we carry out your instructions and detail the steps we will take to ensure fair treatment.

## **Section 18 - 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.

## **Section 19 - Termination of Authority to Act as Agent**

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 20 - Claims Handling Arrangements**

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. 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 or claim received by you must be passed to us immediately, without acknowledgement. Only by providing prompt notification of incidents can your insurance company take steps to protect your interests. Your policy summary and/or policy document will provide you with details on who to contact to make a claim. 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 21 - 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. 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 22 - 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 23 - 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 HM Financial Sanctions List 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 24 - 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 25 - 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 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 – Employers Reference Number (ERN)**

If you have Employers Liability cover then your insurers will require your Employer's Reference Number (ERN) or commonly referred to as Employers' PAYE Reference in order for the Certificate of Employers' Liability to be released. This is the unique identifier that any UK business employing one or more employees should have. Alternatively, if you are PAYE/ERN exempt then please advise us at your earliest convenience. All insurers issuing Employers Liability cover from the 1st April 2011 will now require this information for the Employer's Liability Tracing Office.

### **Section 28 – 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 Fax on 01323 648587
- 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 29 - 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)

### **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 your 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**

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