

## Insurance Distribution - Terms of Business

### Accepting our Terms of Business

By asking us to obtain a quotation, administer or renew your insurance, you consent to these terms. These Terms of Business apply for the length of our appointment as your insurance facilitator.

### About us - Carter Jonas LLP

Carter Jonas LLP, company registration number OC304417, registered office One Chapel Place, London, W1G 0BG is authorised and regulated by the Financial Conduct Authority. Firm reference number 726234. We are authorised to assist in the administration and performance of general insurance contracts. We are also permitted to carry out credit broking facilities (i.e. Assisting with financial lending applications). You may check this on the FCA website <https://www.fca.org.uk>.

### Our Service

We will assist you with the arrangement of your insurance, as an insurance intermediary, we will pass your information on to a broker, who will provide a quotation and arrange the policy for you. We will provide you with details of the broker and policy underwriter when arranging your insurance.

When providing quotations or assisting with the arrangement of your insurance we will ask you some questions to help with selecting products that meet your needs. The broker, or insurer, may require additional information to enable them to make a full assessment of the risk.

It is important that you read the policy summary along with the full policy wording and understand the terms and conditions upon which the policy is offered.

We do not make recommendations or give advice; you will need to decide how you wish to proceed.

With respect to some insurance arrangements we have in place a block insurance policy with one insurer who provides comprehensive insurance cover that meets specific requirements. The value and terms of this insurance policy, in accordance with the recommendations of the broker, will be reviewed on a regular basis to ensure that it remains suitable and continues to meet the needs.

We receive a commission share from the broker for our services, you will be informed of the total cost of the insurance including the commission that we receive. We will confirm the amount of commission that we will receive, or the calculation of such, in your documentation. You may also be charged an administration fee from the broker, details of any charges by the broker will be detailed in your quotation, mid-term changes and renewal invitation.

### Your responsibilities

You must take reasonable care to answer all questions honestly, to the best of your knowledge and that the information you have provided is not misleading. If you do not, we, or the broker, will not be able to make a fair presentation to the insurer in relation to your application. You are responsible for providing complete and accurate information throughout the life of the policy, including before you take out the policy, mid-term, and renewal.

If you do not and you deliberately, recklessly, or carelessly misrepresent or withhold any information that may have influenced the insurer decision to accept the risk then your policy may be cancelled, voided (treated as if it never existed), or your claim rejected or not paid in full.

### Policy Renewal

We will write to you, in good time, before the renewal of the insurance becomes due. We will send you a renewal invitation, which will include the policy summary, information on the renewal premium and total amount payable.

Please ensure that you check the details to make sure that they are accurate and up to date, and that you read and understand the terms and conditions of the policy.

In the event that any of the information is not correct, please inform us and we will take steps to ensure that the details and policy are updated accordingly.

For the protection of both the landlord and tenant, the policy will be **automatically renewed**. You can tell us not to renew your policy at any time by contacting us in writing or by phone to the Oxford office or by email to your property and asset management manager.

If you tell us not to renew the insurance, there will not be any insurance cover in place after the renewal date. Please ensure that you have adequate insurance cover in place from the renewal date.

### **Payment of Premium**

We will confirm the total cost of the insurance, including any broker administration fees and charges, to you.

The Landlord is responsible for payment of the premium, including where premiums are passed onto the tenant. The responsibility of the tenant, in relation to payment of the premium is as agreed under a separate tenancy agreement between the landlord and the tenant.

We do not hold client money and as such we act as agents of the broker and insurer when collecting premiums and handling refunds. Insurance premiums collected are passed to the broker and are then deemed to be held by the policy underwriter. Insurance premiums will be held in a client bank account until they are passed to the broker.

### **Claims**

All insurance policies include details relating to the notification of claims. Our general guidance is to report all claims, or circumstances that may lead to a claim, including any incidents which may later lead to a claim being made against you, and all developments immediately, where reasonably possible to do so, but in any case, as soon as possible.

Claim circumstances and different insurance policies have specific claims notification clauses and time frames for claims notification. You must read and understand the claim notification conditions in your policy wording. Failure to comply with the specific policy requests may result in a claim being delayed, rejected, or not paid in full.

### **Cancellation**

You have the right to cancel your policy at any time. If you wish to cancel the policy during the policy term you will be charged for the period of insurance that you have used on a pro-rata basis, and the broker may charge an administration fee. All broker fees and charges would have been detailed in the policy information provided to you during the policy arrangement process.

If you wish to cancel your insurance cover you can do so by contacting us in writing or by phone to the Oxford office or by email to your property and asset management manager.

### **Complaints**

Our objective is to provide a high-level service at all times; however, we do understand that from time-to-time things may go wrong, therefore we have a Complaints Handling Procedure in place to enable you to escalate issues or concerns that we have been unable to resolve for you at your local office. The procedure gives us the opportunity for our complaints team to review and consider your complaint in full. We will always endeavour to assess the facts fairly and our goal is to find an amicable solution to enable us to resolve your complaint to your satisfaction.

How to make a complaint can be found on our website at <https://www.carterjonas.co.uk/complaints-procedure>.

If you are not happy with our final response however, you are entitled to refer the matter to the Financial Ombudsman Service (FOS). FOS is a free service for consumers (individuals who are arranging insurance not related to their business, trade, or profession) and small businesses that have an annual turnover of less than £1 million. Referrals must be made within 6 months of the Final Response.

The contact details for FOS are:

Financial Ombudsman Service South Quay Plaza, 183 Marsh Wall London, E14 9SR, T: 0800 025 4567  
(free from landline) or 0300 1239 123, E: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) W:  
<https://www.financial-ombudsman.org.uk/>

### **The Financial Services Compensation Scheme (FSCS)**

The Financial Services Compensation Scheme (FSCS) is an independent and free service that protects customers of financial services firms that have failed. If your insurer is not able to meet its obligations, you may be able entitled to compensation from the FSCS.

The FSCS assess eligibility on a case-by-case basis, and it varies for different types of the type of business and claims. Insurance advising and arranging is covered for 90% of the claim, without any upper limit.

Further information about the FSCS Scheme is available via their website [www.FSCS.org.uk](http://www.FSCS.org.uk).