

TERMS OF BUSINESS AGREEMENT : JJ Yates
Retail: 1st November 2015

About Our Insurance Services

1. Who are we?

- JJ Yates & Co Ltd, 2-6 Oldknow Road, Marple, Stockport, Cheshire, SK6 7BX is an independent intermediary.

2. We are authorised and regulated by the Financial Conduct Authority

- The Financial Conduct Authority is the independent watchdog that regulates financial services. It requires us to give you this document. Use this information to decide if our services are right for you. You can check the information by visiting www.fca.gov.uk/register/home.do or by contacting the Financial Conduct Authority on 0300 500 0597. Our permissions enable us to act in relation to non-investment insurance contracts.

3. Whose products do we offer?

- We offer products from a range of insurers for most types of insurance.
- We only use a single supplier for legal expenses insurance (DAS) and excess protection insurance (ALPS).

4. Which service will we provide you with?

- We will advise and make a recommendation for you after we have assessed your needs.
- We can offer no assurances as to the sufficiency of the sums insured/policy limits selected or the solvency of the insurers, which is consistent with normal industry practice.

5. What you will have to pay us for this service?

- A non-refundable administration fee of £15.00 for each new policy, renewal, duplicate document, cover note.
- A non-refundable administration fee of £15.00 mid-term changes (permanent or temporary) to your policy.
- The premium for legal expenses insurance includes a charge of £11.98 to reflect our administration costs for this non-commission paying product.
- If we are to make any other charges we will tell you about these before you agree to the insurance.
- Certain other charges or taxes sometimes apply to insurance contracts. These are outside our control and are your responsibility.

6. What to do if you have a complaint

- First speak to us - we make every effort to maintain high standards of service but if we have let you down we will try to put things right immediately. If you wish to register a formal complaint, please contact us:
 - In writing: to the Managing Director at the above address
 - By telephone: 0161 426 1007
- If you cannot settle your complaint with us you may be able to refer to the Financial Ombudsman Service.

7. Are we covered by the Financial Services Compensation Scheme (FSCS)?

- We are covered by the FSCS and you may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the claim circumstances.
- For compulsory classes of insurance, advising and arranging is covered for 100% of the claim (with no upper limit). For other classes of insurance, the maximum level is 90% of the claim (with no upper limit).
- Further information about the compensation scheme arrangements is available from the FSCS.

8. Looking after your money

- Your money is held in a client trust account managed in accordance with Financial Conduct Authority rules.
- We will retain any interest earned on this account.
- Some insurers have appointed us as agents for the receipt of money and where this applies they specify the banking arrangements for their money.
- We may transfer money that you have paid to us to another insurance intermediary in the course of arranging your insurance.

9. Payment

- You are responsible for paying premiums in full by the due date. We have no obligation to fund premiums for you and have no responsibility for any loss you may suffer as a result of the insurer cancelling the policy due to non-payment.
- We normally accept payment by cash, cheque or BACS.
- Instalment and credit card payment facilities may be available with your insurer. An additional charge may be payable to the insurer for this. Please ask for details.

10. Disclosure and Representations

- It is your responsibility to provide complete and accurate information to insurers when you take out your insurance policy. Please take reasonable care to answer all questions honestly and to the best of your knowledge. If you don't answer the questions correctly, your policy cover may be affected or cancelled, or your claim rejected or not paid in full. The information that you disclose to the insurer constitutes the basis of your contract of insurance and it is essential that any change to this information is notified to your insurer immediately. A failure to notify your insurer of a change may result in all or part of your claim not being paid.

11. Credit Checks

- To make sure you get the best offer from Insurers, now or at any renewal or at any time and to protect their customers from fraud and to verify your identity, Insurers may use publicly available data which they obtain from a variety of sources, including credit reference agencies and other external organisations. Their search will appear on your credit report whether or not your applications proceed. As well as these searches insurance companies may use a credit check to ascertain the most appropriate payment options. By continuing with the insurance you agree to these uses of your information.

12. Your responsibility to read all documents

- When a policy and related documents, e.g. policy summary, demands and needs statement, are issued you are strongly advised to read them carefully as they form the basis of the cover you have purchased.
- If you are in doubt over any of the policy terms or conditions, please seek our advice promptly.

13. Your cancellation rights

- Retail clients have the right to cancel new policies within 14 days of receipt and renewal instructions within 14 days of renewal. If this right is exercised insurers will charge for the cover provided including administration costs. Full details are provided in your policy summary or policy document.
- This right is in addition to any other cancellation right retail clients have after expiry of the 14 day period.
- Our own charges are separate and if the policy is cancelled at any time these will not be refunded.
- For certain travel policies, no refund of premium is available. Please refer to your documentation.

14. Protecting your data

- Insurers share information with each other to aid the prevention of fraudulent claims. In the event of a claim information is placed on industry registers for analysis.
- Under the Data Protection Act you have the right of access to your personal records held on our files and we will tell you the fee if you ask us for a copy of your information.

15. What to do in the event of a claim

- If you want to claim on your policy you should use your insurer claim line (details in your policy) or notify us immediately by telephone.
- You should not admit liability nor agree to any course of action, other than emergency measures carried out to minimise the loss, until you have agreement from either your insurer or us.

16. Quotations validity

- Quotations are usually valid for 30 days unless stated otherwise

17. Governing law

- The laws of England & Wales govern this agreement and the parties agree that any dispute arising from it is subject to the exclusive jurisdiction of the English Courts.