

## Terms of Business Agreement

This document details our service and our arrangements for dealing with your insurance. Please read it carefully and retain a copy for your records. The English language will be used for all communications, the contractual terms and conditions, and any information. We are required to supply to you, before and during the duration of the contract and this agreement shall be subject to English Law.

### The Financial Conduct Authority

The Financial Conduct Authority is the independent watchdog that regulates financial services. Just 4 Landlords is a registered trading name of Maintenance Direct Insurance Services Ltd and we are authorised and regulated by the Financial Conduct Authority. Our FCA registration number is 707133. You can check our status at <https://register.fca.org.uk> or by contacting the FCA on 0800 111 6768. Our permitted business includes advising, arranging, dealing in and assisting with the placing & administration of General Insurance policies.

### Data protection and privacy statement

We are a data controller and our data protection officer is Simon Cook.

We act as your agent and will collect data, including personal information and risk details, solely to enable us to obtain and provide insurance quotations, arrange and administer your insurance. Data collected by us is contractual, and for our legitimate business interests as an insurance broker and we will be unable to offer any quotation or insurance if you refuse to provide certain personal data, including health, financial and criminal records data which is collected under the lawful basis of public interest, where these would affect the provision of cover and/or performance of insurance contracts. Your information will be held securely by us and shared with insurers, and anyone else involved in the normal course of arranging and administering your insurance which could include reputable providers outside the EU, to enable them to provide accurate terms and they will also obtain data about you and your insurance history from various insurance anti-fraud databases, such as the Claims and Underwriting Exchange (CUE) as well as publicly available websites and credit referencing agencies.

We will not give anyone else any personal information except on your instructions or authority, or where we are required to do so by law, or our regulatory requirements. Information about you and your insurances will be held while you are a client and for a minimum of three years, and in certain circumstances up to six years, after expiry of your policies. Under the Data Protection Act data subjects have the right to see, and correct, personal information about them that we hold. Please write to our data protection officer at our usual office address if you wish to exercise your rights or have a complaint about our use of your data.

### Our service

We are an independent insurance intermediary, who acts on our customer's and client's behalf in arranging insurance, including assessing your insurance needs and arranging your insurance cover with insurers to meet your requirements and helping you with any ongoing changes you have to make.

Although we will not provide you with advice, we will assess your needs through a series of questions and only offer cover that is consistent with your stated needs, which will be confirmed in a Demands and Needs statement.

Where we do not have a policy which meets your stated needs, we will tell you which requirements are not met to enable you to make an informed decision.

As part of our service, we will assist you with any claim you need to make and tell you what your responsibilities are in relation to making claims.

**For policies purchased solely through our website we will ask sufficient questions to offer a policy consistent with your stated needs, but you will need to make your own decision on the suitability of any such product.**

### Our service in relation to the provision of payment by instalments

If you elect to pay by instalments we may conduct a credit check and share your payment record with other lenders, all of which may be recorded on your credit record. Please contact us if you do NOT consent to a credit check being undertaken, however this may affect our ability to offer instalment facilities to you.

**Please Note:** Your policy cover will cease if you fail to keep up payments on an instalment agreement or premium finance facility related to it.

### Our service (continued)

In entering into a credit agreement to pay your insurance premium, you give the finance provider the legal right to cancel your insurance policy on your behalf in the event that you default on the loan, and offset any refunded premium against the outstanding amount owed to them.

This means that if you default on your payment terms and the finance provider requests that we cancel your policy, we will do so as your agent.

### Information on how we treat payments you make to us

Under the terms of our agreements with the insurance companies with whom we place business, we receive premiums you pay to us as agent of the insurer. We do not pay any interest on premiums held by us in the course of arranging and administering your insurance.

### Payment options

We normally accept payment by bank transfer, cheque or the following credit/debit cards – Visa, Mastercard, Maestro.

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

We are covered by the Financial Services Compensation Scheme (FSCS). For commercial customers with less than £1m turnover, insurance advising and arranging is covered for 90% of the claim, without an upper limit. All compulsory insurances (for example, motor insurance and employers' liability insurance), insurance advising and arranging are covered for 100% of the claim, without an upper limit. Further information about compensation scheme arrangements is available from the FSCS.

### Our fees and charges for the services we provide to you

We usually receive a commission from the insurer, which is taken from the premium you pay to us and, in addition, we normally make the following charges to cover the administration of your insurance:

Arranging new policies	£ 00
Mid term adjustments	£ 00
Mid term cancellations and other refunds are refunded <i>pro rata</i> after deduction of a £35 cancellation fee of the premium that relates to the unexpired portion of the plan period provided that you have not made a claim under your policy. If you are paying by instalments, a £35 cancellation fee will be payable at the time.	
Renewals	£ 00
Replacement/duplicate certificates or cover notes	£ 00

Occasionally we may arrange a policy on which we earn no commission and in these cases we will advise you of the arrangement fee before you take the policy out.

**We may also make additional charges specific to the arrangement and servicing of certain policies, but these will always be advised to you in advance.**

### What to do if you have a complaint

Our aim is to provide a first class service, however, if you wish to register a complaint, please contact us by writing to Simon Cook, Maintenance Direct Insurance Services Ltd, Citibase Suite 538, The Atrium, 1 Harefield Road, Uxbridge, UB8 1PH. By Phone: 0345 474 2644 or By Email: [admin@just-4-landlords.com](mailto:admin@just-4-landlords.com).

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service, for an independent assessment and opinion. The FOS Consumer Helpline is on **0800 023 4567** and their website is at: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or you can contact them by post at: Financial Ombudsman Service, Exchange Tower, London E14 9SR

### Claims

All incidents which could lead to a claim must be reported as soon as practicable. Your insurer's claims contact number is shown in your policy.

### Sums Insured and Indemnity Limits

You will be responsible for ensuring that all sums insured and indemnity limits are adequate for the cover requested. Where relevant, we will advise you of the basis of calculation for sums insured and will, on request, give you details of external experts, such as surveyors and valuers, which you may wish to consult.

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### Our service and obligations to you:

We will act as your agent in sourcing a policy to meet your demands and needs and presenting the information provided by you in a manner which is clear and accessible to insurers. Where we operate under any delegated authority from insurers we will act as their agent when issuing cover and in handling any claim you may make, and we will always advise you where this is the case.

We only deal with a single insurer and we will advise you of the identity of our insurer. We may use another, specialist, intermediary to access the insurance product that most suits your needs. We will always inform you where this is the case.

We usually receive commission from the insurer, which is taken from the amount you pay, with whom we place your business and, in addition, we will normally make the charges as shown in our Terms of Business Agreement to administer your policy, but the specific charges applicable to your policy will be included in our Remuneration Statement. Prior to the conclusion of each insurance contract, or upon renewal, we will remind you of your right to be advised of the level of commission which we receive from underwriters. You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business.

### Your Responsibility to Provide Information

You have a duty under the Insurance Act 2015 to make a fair presentation of the risk to insurers. This duty applies when you take out your insurance cover, throughout the life of your policy, and when you renew your insurance.

This duty includes a need for you to undertake a reasonable search for *material information* which is known, or ought reasonably to be known, by anyone playing a significant role in making business decisions in your business (such as your company's principals, directors, senior management or shareholders) and staff responsible for arranging or administering your firm's insurance.

You should advise us of any particular concerns which led you to seek insurance cover and any special or unusual facts relating to the risk.

You must ensure that all *material statements* of fact are substantially correct and not misleading, and any *material information* which is a matter of expectation or belief (e.g. an estimate or forecast) is provided in good faith.

Failure to disclose any material information or change in circumstances to your insurers which could influence the cost, or their decision to accept your insurance, could mean that your policy could be invalidated or cancelled without refund, or that part or all of a claim may be not be paid. 'Material Information or changes in circumstances' could include your inability to comply with any conditions or warranties applicable to your policy, which should be notified to us immediately.

### Cancellation of this Agreement

You may cancel your policy at any time. To cancel your policy you need to contact the administrator.

If you cancel your policy within fourteen (14) days of receiving your policy document (the "Cooling Off Period") provided that you have not made a claim, you will receive a full refund of the premium you have paid. If you cancel your policy after the 14 day "Cooling Off" Period you will receive a refund, after deduction of an administration fee of £35.00, of the part of the premium that relates to the unexpired portion of the policy period for which you have paid premium, provided that you have not made a claim and provided that you have not had the annual CP12 gas safety inspection service.

If you cancel your policy after receiving our boiler and CP12 Gas Safety Certificate services, you will be charged £70 for these services.

If you pay the premium for your policy on a monthly basis (either by Direct Debit or as a recurring transaction on your credit or debit card), **you must contact the administrator before cancelling your chosen payment method – cancelling your monthly payment facility does NOT cancel your contract with us.**

If the administrator has been through the technical procedures to resolve a fault that you have reported or you have made a claim under your policy that involves any repair or replacement, you will need to pay the remaining premiums up to the renewal date before you cancel the policy.

The administrator or the insurer may cancel your policy for non-payment of premium, your failure to comply with the conditions of your policy, a fraudulent claim made by you or on your behalf or the use of fraudulent means to obtain any benefit under your policy by giving you 14 days' notice in writing to your last known address.

No premium will be refunded if your policy is cancelled due to fraud. The effective date of cancellation will be immediately after the 14 day notice period unless the administrator states otherwise in their written notice or you comply with any requirements stipulated by the administrator in their written notice as conditions for your policy remaining in force.