

Terms of Business Agreement - For Commercial Customers

CJS Risk Management t/a RecruitInsure

Please read this document carefully. It sets out the terms and conditions on which we agree to act for you, contains details of our responsibilities together with your responsibilities both to us, to insurers and to other third party providers. Please contact us immediately if there is anything in this document that you do not understand/or with which you disagree. Although this documentation is in English, you can request this in an alternative language. Please do not hesitate to reach out to our team if you need additional information.

In the interests of security, staff training and to generally improve our service please be aware that telephone calls may be monitored and/or recorded.

Our Status as an Independent Intermediary and Regulatory Authorisation

RecruitInsure is a trading name of CJS Risk Management Ltd. CJS Risk Management is an independent insurance intermediary; authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 952424. These details can be checked on the Financial Services Register by visiting the FCA's website <https://register.fca.org.uk/> or by contacting the FCA on 0300 500 8082.

Capacity and Services

As an insurance intermediary we usually act as your agent (for example when sourcing cover and quotations) and are therefore subject to the law of agency which imposes various duties on us. In certain circumstances we may act for and owe duties of care to insurers (for example when placing cover). Where any conflict of interest arises, it will be managed appropriately as per the 'Conflict of Interest' clause below.

Product Range

We have access to leading insurers and often we select your insurance product from a wide range of insurers, however there are times when we use a select panel of insurers/finance providers. Please ask us if you would like a list of these insurers. At our discretion, we offer clients the option to pay by instalments through Premium Credit Limited. We will always advise you of our selection range prior to you committing to purchase an insurance policy or take out a finance agreement. In certain circumstances we may use the services of another intermediary to place your insurance, and in these circumstances we will always advise you of the name of that intermediary.

Our Advice

Upon assessment of your requirements we will make a recommendation for a particular insurance product. Our advice will be confirmed in a demands and needs statement which will clearly state the reasons for our recommendation. In some circumstances we may not provide advice, for example if we renew your insurance cover with your existing insurer without rebroking your insurance and where no recommendation has been provided; and/or if we simply provide you with information on a product. If we do not provide you with advice, we will always make this clear to you in our documentation.

Relationship with BBPS Ltd

We are a Partner Broker of BBPS Ltd. BBPS Ltd is an independent insurance intermediary; authorised and regulated by the Financial Conduct Authority (FCA). Their Financial Services Register number is 307079. These details can be checked on the Financial Services Register by visiting the FCA's website at <https://register.fca.org.uk/> or by contacting the FCA on 0300 500 8082. BBPS Ltd provides us with access to products and services. BBPS Ltd may receive remuneration from insurers, finance providers and other associated business partners for business we place with them. Please ask us if you would like further information.

Our Remuneration and other Income

We reserve the right, at our discretion, to make an administration charge. These fees may be subject to change and where this is the case you will always be advised of the actual fee in writing.

Admin Fee Table	
Premium Range	Charge
Up to £250.00	£15.00
£250.00 - £500.00	£25.00
£500.00 - £750.00	£50.00
£750.00 - £1,000.00	£75.00
£1,000.00 - £1,500.00	£100.00
£1,500.00 - £2,000.00	£150.00
£2,000.00+	£200.00+
Other Charges	
Description	Charge
Mid-Term Adjustments	£25.00
Early Cancellation	£25.00
Duplicate Documents	£10.00

We sometimes waive our remuneration from insurers and opt to charge an appropriate fee for our services instead which you will be made aware of prior to acceptance. Please ask us if you would like further information.

Commercial Customers Duty of Disclosure

Your policy documents will state your customer classification.

You must, at all times, act with utmost good faith towards your insurer. This means that before your policy is placed, at renewal, when varying or extending the policy (and also during the policy period if your policy contains a particular clause stating that any change in circumstances must be advised to your insurer), you must disclose to us all information, facts and circumstances which are, or ought to be, known to you and which are material to the risk. When providing information or completing a proposal form or otherwise confirming any information to us, you should take care to ensure that the details provided are complete and accurate. You should note that your duty of disclosure is not confined to answering specific questions asked by us or your insurers and that all material circumstances should be disclosed to us whether or not we or your insurer has asked for the information. Circumstances which may be considered material are:

- special or unusual facts relating to the risk;
- any particular concerns which led you to seek insurance cover;
- anything which would generally be understood as being something that should be disclosed for the type of risk in question.

If you are unsure whether a fact or circumstance should be disclosed, or whether the duty of disclosure information continues throughout the period of your policy you should disclose the information anyway as failure to do so may lead your insurer to reduce its claim payment, apply additional terms or even avoid your policy.

You should keep a record (including copies of letters) of all information provided for future reference.

Renewal of Contract

We write to you in good time before your renewal date, offering you renewal terms or in situations where we are not inviting renewal, we will tell you. Renewal of the contract is based on the information you supplied when we arranged your current contract along with any amendments you have made during the period of cover. It is important that you advise us of any changes to your requirements.

If you do not write to us to confirm your renewal, your policy will not renew and you will be left without cover.

How and When to make Payments

You must provide the premium due in cleared funds in accordance with the amounts and payment dates specified in our payments options schedule. Failure to meet the payment date may lead to insurers cancelling your policy. We have outlined these options below, and they are also available when you receive your invoice. Please note that:

- Cheque is not accepted, only electronic payment can be accepted.
- Cover will cease if you fail to keep up payments under a credit agreement.
- If a third-party premium finance provider asks us to cancel the policy we will undertake this action, however we will be acting as your agent in the process.

Paying in full

If you would like to pay the full premium, please make payment to above-noted account details within 14 days of the invoice date. Failure to make payment will lead to your policy being cancelled for non-payment. You will then be invoiced for the time you were on cover. Please be advised that on failure to pay any outstanding invoice within 7 days, we reserve the right to refer the matter to a Debt Collection Agency or third party company for collection. In addition to any outstanding fees, we are entitled to recover additional charges incurred in employing the debt collection agency, and/or any third party company for collection.

Our Finance Option

Sole Trader / Partnership*

The finance provider is required to perform its checks. We will need full names of the proprietors, home address' and date of births. We will also require your bank account details (Sort code, account number, account name) to set up the remaining balance on finance, this is subject to the finance providers interest rate which is disclosed at the point of sale. The account details will also be required before any policy documents can be released. We reserve the right to cancel any policy if you fail to sign the finance agreement within the allotted 14 days. You will then be invoiced for the time you were on cover. Please be advised that on failure to pay any outstanding invoice within 7 days, we reserve the right to refer the matter to a Debt Collection Agency or third party company for collection. In addition to any outstanding fees, we are entitled to recover additional charges incurred in employing the debt collection agency, and/or any third party company for collection.

Limited Company*

We will require your bank account details (Sort code, account number, account name) to set up the remaining balance on finance, this is subject to the finance providers interest rate which is disclosed at the point of sale. The account details will also be required before any policy documents can be released. We reserve the right to cancel any policy if you fail to sign the finance agreement within the allotted 14 days. You will then be invoiced for the time you were on cover. Please be advised that on failure to pay any outstanding invoice within 7 days, we reserve the right to refer the matter to a Debt Collection Agency or third party company for collection. In addition to any outstanding fees, we are entitled to recover additional charges incurred in employing the debt collection agency, and/or any third party company for collection.

*Please note the finance will be done on 10 monthly payments however the policy will run for 12 months.

Insurer Finance Option

In some circumstances the insurer may offer finance options which are at lower interest rates than we can offer through our partner finance companies. We will let you know the interest rate before you can agree to the finance deal. If you decide to go for this offer, you will need to pay any admin fees to us directly, as the insurer will not add this onto their finance option. There will also be a direct debit mandate from the insurer that will need filling out, signing

Professional advice, where it matters.

and returning to us within 14 days. Failure to complete this within the allotted time will lead to your policy being cancelled for non-payment. You will then be invoiced for the time you were on cover. Please be advised that on failure to pay any outstanding invoice within 7 days, we reserve the right to refer the matter to a Debt Collection Agency or third party company for collection. In addition to any outstanding fees, we are entitled to recover additional charges incurred in employing the debt collection agency, and/or any third party company for collection.

Payment difficulties

We are aware that from time to time, people and businesses may have cash-flow issues. We are here to help you, if you are having problems and are unable to pay please do not hesitate to contact us on: 020 3874 1420 so that we can look at how we can help you.

Client and Insurer Money:

We are not authorised to handle client monies, all client money is handled by BBPS Ltd. We are a Partner Broker of BBPS Ltd. BBPS Ltd is an independent insurance intermediary; authorised and regulated by the Financial Conduct Authority (FCA). Their Financial Services Register number is 307079. These details can be checked on the Financial Services Register by visiting the FCA's website at <https://register.fca.org.uk/> or by contacting the FCA on 0300 500 8082. BBPS Ltd provides us with access to products and services. BBPS Ltd may receive remuneration from insurers, finance providers and other associated business partners for business we place with them. Please ask us if you would like further information. BBPS Ltd hold all client money in a trust account, the purpose of which is to protect you in the event of financial failure since, in such circumstances, general creditors would not be able to make claims on client money.

If BBPS Ltd hold money on a client's behalf, it will be held in a trust fund that is separate from their own cash assets. These separate trust fund arrangements are commonly known as 'client money'. If they were ever unable to pay their debts, then those to whom they owe money (their creditors) should not be able to make claims on their client money in the separate trust funds as it does not form part of their own cash assets. The trust arrangement BBPS Ltd use for client money is known as a non-statutory trust. Here, they may use premiums and claims monies they receive to fund other clients' premiums and claims; for example they may pay a premium on to an insurer before they have received it from the client if they believe it is in the best interests of that client.

BBPS Ltd have agreements with some insurers (known as 'risk transfer agreements'). Under these risk transfer agreements the insurers agree that they are responsible to you for any premium that you have already paid to us and that the insurer remains responsible for any premium refunds or claims payments until the premium refund or claim payment is received by you. In this case BBPS Ltd may hold client money due to or from the insurers in the same trust fund.

Where BBPS Ltd do not have risk transfer agreements in place with insurers, the client money they hold will still be protected within the non-statutory trust. Money held as client money has priority over insurers to the money in the trust fund as insurers granting risk transfer have agreed to subordinate their interests in the trust to those of BBPS Ltd non risk transfer clients.

BBPS Ltd do not use client money to pay commission before they receive your premium.

When BBPS Ltd hold client money on trust for you this gives rise to fiduciary duties upon them that will not be discharged until the client money is deemed to have reached the insurer or product provider (as detailed above, this is when they receive premium in case of risk transfer agreements).

Without affecting BBPS Ltd's fiduciary duties to you, in some cases they may:

- hold client money in accounts which are outside of the United Kingdom and which may be subject to different legal and regulatory conditions and may treat money differently in the event of a bank failing. If you are a consumer (a person who buys products or services for personal use and not for business purposes) you can ask them not to put your client money in an account in a particular country.
- pass client money to another intermediary, including ones outside of the United Kingdom where different legal and regulatory conditions apply and where money may be treated differently in the event of an intermediary failing. If you are a consumer, you can ask them to pass your money to an intermediary outside of the United Kingdom or in a particular country.
- arrange to hold certain investments with a value at least equal to the money that would otherwise have been paid into a separate client account. If they do this, they will be responsible for meeting any shortfall in the client money funds if the shortfall is due to a reduction in the market value of those investments.

If, in the process of handling client money, they earn interest or benefit from investment income or from foreign rate movements, they will keep any such amounts.

Cancellation Rights

Your policy documents will provide you with specific information on your full rights to cancel your insurance. A personal policy which lasts for more than one calendar month offers you the facility to cancel cover (providing there have been no claims), within 14 days from the policy start date or the date when you receive the full policy documentation from us or your insurers; whichever occurs later.

You will be entitled to a refund of premium less our administration charge and a charge by your insurer for the time your insurance cover was in place.

Refund Procedures

Where you cancel your personal insurance outside of the 14-day cancellation period or where you cancel your commercial policy at any time, we reserve the right to charge for our time in providing you with advice and for the administration costs involved. This results in us retaining our original commission and fees.

For some insurance contracts, insurers will not provide refunds for mid-term cancellation of cover. We will advise you of this if this affects you.

Taking into account the administration costs when amending your policy, we do not provide refund payments of less than £5.00.

Notification of Claims or Incidents

Many insurers provide a 24-hour helpline in respect of claims. Please consult your policy document for contact details.

Please ensure that you report all incidents that could give rise to a claim as soon as you become aware of them either by contacting your insurer or ourselves. In some circumstances, late notification can result in a claim being rejected.

If you receive any correspondence from a third party in relation to your claim, please pass it to us or your insurer immediately and unanswered.

If you require any assistance regarding a claim or incident, please do not hesitate to contact us.

Confidentiality and Security

To help make sure you receive a competitive quotation, offer of appropriate payment options, protection against fraud and to verify your identity, insurers may use publicly available data which they obtain from a variety of sources, including a credit reference agency and other external organisations. Their search will appear on your credit report whether or not your application proceeds.

All information on our records relating to you will be treated as private and confidential and will only be disclosed to others such as our business partners, insurers, credit providers and other third parties who are directly involved in the normal course of arranging and administering your insurance. Please note that these third parties may be in other countries outside of the UK and the European Union where the laws on processing personal information may differ, such as the administrative duties of insurance held by our firm in the Philippines. We will only do so where we are satisfied that sufficient levels of protection are in place as required by applicable data protection laws.

The Philippines and the United Kingdom have a memorandum of understanding which is accessible via the Information Commissioner's Office website, which ensures that data can be transferred between the two countries. If you would like further information, please contact a member of the team via eb@cjs-rm.co.uk or calling us on 0203 874 1420.

By accessing our sites and using our services, you consent to any such transfer of information to a third party. Further information is available in our Privacy Policy. Please contact us if you require further information.

Where you have given us consent we may use the data we hold about you to provide you with a renewal quotation and information about products and services we consider may be appropriate.

Our Retention of your Personal Information - By using our services you consent to us, and our partners, retaining any personal information you have provided. We will retain any personal information only for as long as is necessary to fulfil the business purpose for which it was collected. We will also retain and use your personal information for as long as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

Under the General Data Protection Regulations 2018 and UK Data Protection Act 2018, you have the right to ask us for a copy of any personal information about yourself that we hold on our records. Please contact us if you require any more information. For further information on your rights under the General Data Protection Regulations, please refer to the Information Commissioners Office – www.ico.org.uk.

Termination of Agreement

Our agreement may be terminated by either one of us giving 14 days' notice in writing to the other. You will be liable to pay for any outstanding transactions or adjustments prior to termination without any penalty fee as long as these are settled immediately on termination.

We will be entitled to retain any fees or commission payable in relation to business transacted prior to the date of termination.

Law and Jurisdiction

These Terms of Business which form our agreement with you, shall be governed by and construed in accordance with the laws of England and Wales and the exclusive jurisdiction of the English and Welsh courts unless we agree with you otherwise.

Bribery and Corruption

Our company culture and ethics mean that we do not bribe or use any other means to influence, improperly, the decisions of clients, potential clients or government officials. Our business is structured with appropriate systems and controls so as to comply with the requirements of the Bribery Act 2010.

Sanctions

Both parties shall pay due regard to, and co-operate in respect of the observance of, any applicable international economic, financial or trade sanctions legislation.

Complaints Procedures

Our aim is to provide all of our clients with an excellent level of service, however we recognise that there may be occasions when you do not feel satisfied with the service you have received from us. Should you need to make a complaint please contact our Complaints Manager using any of the following methods:

- In person.
- By email: complaints@cjs-rm.co.uk
- In writing: CJS Risk Management
Level 30, The Leadenhall Building
122 Leadenhall Street
London
EC3V 4AB
United Kingdom
- By telephone: 020 3874 1420

Professional advice, where it matters.

We aim to resolve complaints within 3 business days following receipt, however if we can't we will write to you within five working days to acknowledge your complaint and provide details of our complaint handling procedures and who is dealing with your complaint.

We aim to provide a final response to your complaint within eight weeks from the date of receipt of your complaint. If we cannot, we will outline the reasons for the delay and provide you with an indication of when you can expect to receive a response.

If you are dissatisfied with our final response, or we have been unable to provide our final response to your complaint you may be eligible to refer the matter to the Financial Ombudsman Service (FOS) free of charge. Details of the eligibility criteria can be found in our complaints procedure or on the FOS website <https://financial-ombudsman.org.uk>. If you do decide to refer your complaint to the Ombudsman you must do so within six months of the date of our final response.

The FOS offer an independent service for resolving disputes and you can contact the FOS by:

- Calling their consumer helpline on 0800 0234 567 or 0300 1239 123;
- Writing to them at Exchange Tower, London E14 9SR;
- Emailing complaint.info@financial-ombudsman.org.uk.

We will include a copy of the Financial Ombudsman Service's leaflet in all resolution letters.

Solvency and Compensation

We do not guarantee the solvency of any insurer we place business with.

We are covered by the Financial Services Compensation Scheme (FSCS) for insurance mediation only; this does not extend to consumer credit lending. The FSCS is the UK's compensation fund of last resort for clients of authorised financial services firms. You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and circumstances of the claim.

Insurance advising and arranging is covered for 90% of the claim with no upper limit, although compulsory insurance is protected in full. Further details about the FSCS can be found on their website www.fscs.org.uk.

Conflicts of Interest

Our company ethics and culture towards customer service means that we never deliberately put ourselves in a position where our interests or our duty to another party prevents us from discharging our duty to you.

Where we become aware of any actual or potential conflict of interest we will tell you about the situation, the options available to you and we will ask for your consent to proceed.