



Channel Insurance Brokers (Jersey) Limited Terms of Business

Please read this document carefully. It sets out the terms on which we agree to act for you, our client, and contains details of our regulatory and legal responsibilities. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us immediately. By doing business with us you agree to do so on the terms of this document unless we both agree otherwise.

This document replaces any previous version you may have had.

1. Regulation

Channel Insurance Brokers (Jersey) Limited (“CIB”) is regulated by The Jersey Financial Services Commission (“JFSC”) to carry on General Insurance Mediation Business (GIMB0191).

CIB is a Jersey Registered Company, Number 110071 and their registered office address in Jersey is Ground Floor, 7 Esplanade, St Helier, Jersey JE2 3QA.

1.1 Overseas Clients

CIB is not licensed or regulated outside of the Bailiwick of Jersey by another Regulator.

Where you are based outside of the Bailiwick of Jersey, we will not actively solicit business from you unless directly requested to do so in writing and at your instigation. Therefore, our services are provided to you on a reactive basis and at your request.

Our services will continue to be provided in accordance with applicable regulation in the Bailiwick of Jersey and our conduct will remain regulated by the JFSC only.

You acknowledge, understand and accept that, in conducting any business with CIB, you may lose the regulatory protections of your local Regulator.

2. Law and Jurisdiction

These Terms of Business shall be governed by and construed in accordance with Laws of Jersey and shall be subject to the exclusive jurisdiction of the courts of Jersey, unless otherwise agreed in writing by us.

3. Our service to you

We will advise and make a recommendation for you after we have assessed your needs, this will include the type of cover you seek together with the costs. Across our team, our broking staff are authorised to advise on all classes of General Insurance Business. Where we are not able to give you advice or a recommendation, we may ask you some questions to narrow down the selection

of products that we will provide details on. You will then need to make your own choice on how to proceed. Where we do not offer advice, we will make you aware of this. Our service includes arranging your insurance cover with insurers to meet your requirements and helping you with any ongoing changes you have to make. We will advise you of any inability to place your insurance.

4. The capacity in which we are acting

As an independent insurance intermediary, we usually act as the agent of our client. In certain circumstances we may act for and owe duties of care to other parties. We will advise you when these circumstances occur so you will be aware of any possible conflict of interest.

5. How we make our selection

Prior to placement of your cover(s) we will inform you of the basis of our market selection and where a fair analysis has not been undertaken, please note that you have the right to request a list of the insurance undertakings with whom we may and do conduct business. We are not under a contractual obligation to conduct business exclusively with one or more insurance undertakings although on some occasions we may offer cover from only one market.

To assess the insurance product that most suits your needs, we may use another intermediary to help place your business and we will inform you when this is the case.

6. Disclosure of information

The Insurance Act 2015 came into effect on 12th August 2016 in the U.K. and whilst not directly applicable to Jersey it is likely that local insurers will be following the principles of this law going forward. The detail of which is included in this section which applies to policies inception, renewed or amended on or post the aforementioned date.

Your insurance is based upon the information provided to the insurance company.

You must take reasonable care to answer all questions fully and accurately. Once cover has been arranged, you must immediately notify us of any changes to the information that has been provided to your insurers. Failure to provide accurate and up to date information may invalidate your insurance cover and mean that a claim may not be paid.

In order to identify what must be disclosed, you are obliged to carry out a reasonable search before presenting the risk to insurers. This includes (but is not limited to) consulting with all senior managers. A senior manager is anyone who plays a significant role in the making of decisions about how your activities are to be managed or organised, regardless of whether or

not that individual is a member of your board or is formally in a management role. You must also consult with anyone who has particular knowledge about the risk to be insured.

If you deliberately or recklessly (i.e., without care) fail to comply with your obligations to present the risk fairly, insurers may avoid the policy. This means they can retain all premiums and treat the policy as if it never existed and refuse to make any claims payments. You could also be obliged to repay any claims payments that had already been made. If you fail to present the risk fairly, but your failure was neither deliberate nor reckless, insurers' response will depend upon what would have happened if you had complied with your obligations: -

1. if insurers would not have provided the policy, they may treat the policy as if it never existed, refuse to make any claims payments and demand the return of any claims payments already made. However, insurers would have to return any premium payments already made;
2. if insurers would have provided the policy but on different terms, the policy will remain in force but will be treated as if those different terms applied from the start of the policy. This could result in a claim not being met in part or in full;
3. if insurers would have provided the policy but charged a higher premium, insurers may reduce any payment in proportion to the difference between the premium charged and the premium that would have been charged if you had fairly presented the risk. This could result in a significant reduction to the amount of any payment under the policy.

All statements and facts disclosed on proposal forms, statements of fact, claim forms and other documents should be full, true and accurate and must be given after undertaking a reasonable search, including consulting with your senior management. Where forms are completed on your behalf you must check them for accuracy and completeness before signing them. You must always read the declaration and make sure you understand it before you sign.

7. Cancellation

Customers may have the legal right to cancel a policy within a specified timescale if your insurance contract contains a cancellation clause. Please refer to your policy documentation or contact us should you require further guidance.

The insurers may return a proportion of the premium to us, less any reasonable cost incurred in providing the cover. We reserve the right to make a charge including administration charges in relation to the time policy coverage was in place and to make reasonable charges for additional administration incurred. These charges will be notified to you prior to them being levied.

In the event that you fail to pay your premium by the due date, the insurance may be cancelled forthwith, or by insurers giving notice of cancellation.

In addition, if your policy is subject to a claim and your insurer has made payment you may not be entitled to any refund and you may be required to pay the full annual premium plus policy fees.

8. Remuneration

We are usually paid by commission paid to us by your insurer or service provider. For services performed for the insurer, in connection with the insurance contract, we may be entitled to further separate payment from the insurer. Some insurers may separately make payment to us reflecting the aggregate income and or profitability of our entire account with them.

We may charge a fee for our services which may be partly or wholly in lieu of commission received from an insurer or service provider. Also, we may charge an additional administration fee as detailed in the table below. Fees charged are usually non-refundable.

CIB Policy Fees in addition to any insurer fees: -

Charges

- New Personal Policy or Renewal £15.00.
- New Commercial Policy or Renewal £25.00.
- Returned cheques due to lack of funds £25.00.
- Duplicate documents £20.00.
- Alterations to policy £15.00.

Details of fees charged, including any made by other companies, will be clearly disclosed to you prior to taking your instructions to proceed. Any fee charged will not cover any work we do in relation to insurance policies which have not yet incepted or which we are not yet responsible for administering.

Other companies may be involved in placing your insurance(s) and where such companies are involved, they may charge a fee for their services.

Our commission and our fees are earned for the policy period and we will be entitled to retain all commission and all fees in respect of the full policy period in relation to policies placed by us, even if the contract is terminated for any reason and even if you choose to appoint another intermediary in our place during the currency of your policy.

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. Please contact us for more information.

9. Client money (general)

The Jersey regulation in relation to Client Monies is captured under the Financial Services (General Insurance Mediation Business) (Client Assets) Order 2005 (“Client Assets Order”). The Client Assets Order is designed to protect you in the event that an insurance intermediary fails or is unable to transfer: -

- any premium money it has received from you to the insurer; or
- any claims or return premium monies that it has received from the insurer to you.

We are governed by strict rules pertaining to client money, set down by the Client Assets Order.

10. Insurance/Client money

We hold client and/or insurer money in a segregated bank account. We may act as agents for the insurer for the collection of premiums and payment of claims and refunds of premiums. This means that any monies received as agent of the insurer, as stated in individual arrangements between ourselves and an insurer, is deemed to have been received by them if received by us and that any claims money or premium refund is treated as received by you when it is actually paid over to you. Any interest earned on client money held by us will be retained for our own use.

We will not be liable to you for any loss resulting from the failure of any bank holding client money to meet its obligations as a result of insolvency or similar default.

11. Payment to third parties

We may transfer client money to another person, such as another broker or settlement agent, for the purpose of effecting a transaction on your behalf through that person. We do however still remain responsible to you in respect of your money.

This may include brokers and settlement agents both within and outside the UK. The legal and regulatory regime applying to a broker or settlement agent outside Jersey may be different from that of Jersey and in the event of a failure of the broker or settlement agent, this money may be treated in a different manner from that which would apply if the money were held by a broker or settlement agent in Jersey. You may notify us if you do not wish your money to be passed to a person in a particular jurisdiction.

12. Security of insurers

We will endeavour to check the financial ratings of all insurers by using industry rating agencies information however we cannot guarantee the future solvency of any insurer we place business with.

13. Documentation

Policy documentation will be issued to you in a timely manner and as soon as reasonably possible.

You must comply with the terms and conditions of your insurance policy, especially any terms described as warranties and or conditions precedent to liability. Failure to do so could result in your policy being cancelled and/or in a claim or claims not being paid. Your insurance policy may create ongoing duties for you which you must continue to carry out. For example, a duty to disclose any change in circumstance that the insurers may regard as material to the ongoing insurance arrangements. Documentation including your policy and certificate (if applicable) will be issued to you after receipt from insurers. In the event of delay, at your request, we could provide you with a specimen or standard policy.

Employers are strongly advised to keep, as far as is possible, a complete record of their employers' liability insurance. This is because some diseases can appear decades after exposure to their cause and former or current employees may decide to make a claim against their employer for the period they were exposed to the cause of their illness.

When a policy is issued, you are strongly advised to read it carefully, as it is that document, the schedule and any certificate of insurance that is the basis of the insurance contract you have purchased. If you are in doubt over any of the policy terms and conditions, please seek our advice promptly.

14. Terms of Payment

You must pay the amount due in cleared funds in accordance with the payment dates specified on our invoice. In the event that payment is not made within the timescale specified you will be required to pay interest from that point at a rate equal to the base rate for the time being of Barclays Bank plc plus two per cent. Failure to make payments on time may lead to insurers not effecting or cancelling your policy.

We may at our discretion deduct any sum that you owe to us from any amounts which we may receive on your behalf including but not limited to claims monies or premium refunds.

If we owe you any premium refund, balances of less than £20 will be held to the credit of your account unless you say otherwise.

Methods of payment: -

- By Cheque – Made Payable to “Channel Insurance Brokers (Jersey) Limited”
- By Debit / Credit Card.
- Online - Lloyds Bank, Sort code: 30-80-12, Account No. 23573260, payee – Channel Insurance Brokers (Jersey) Limited Segregated Account.

15. Instalments

Providing that you meet the finance provider’s criteria you may usually choose to pay by instalments. We primarily use Close Brothers Limited and Premium Credit Limited as finance providers for our customers. If we deal with other providers, we will disclose this to you.

If you use a finance company such as Close Brothers or Premium Credit, then this is an independent loan. If, for example, you decide to cancel a policy or your insurer becomes insolvent, you will still be required to make the agreed repayments. [If you do not continue to pay your instalments your insurance may be cancelled.] A document will be provided for you by the finance provider outlining the terms of the finance agreement and it is important you read this.

Please note instalment facilities are not available for all the cover types we arrange and/or services offered.

16. Your Instructions

We will use reasonable endeavours to act in accordance with your reasonable instructions. If we are not substantially able to achieve what you want us to achieve or if it is not possible to achieve what you want, then we will tell you.

You may instruct us by e-mail, by telephone or during face-to-face meetings, however, any changes requested are only confirmed if we have acknowledged them in writing. We reserve the right to refuse instructions but, if we do, we will inform you. Communications using the Internet are not completely secure and may spread harmful viruses. If you would prefer us not to use e-mails you must inform us.

Please note that office hours are Monday to Friday, 9.00am to 5.00pm. You can call us on Jersey 01534 288930 or Email: jerseyinfo@cib-insurance.co.uk The office is not open for business on

statutory (“Bank”) holidays or other public holidays. There may be a delay in responding to instructions if they are received outside of office hours.

We do not ordinarily issue receipts or acknowledgements unless specifically requested by you in writing.

Most insurers now only produce documents in an electronic format, and we will transmit them to you in the same format unless otherwise agreed.

The office has an answerphone facility with the ability for you to leave messages however we are unable to accept your instruction to go on cover or amend a policy through this facility.

17. Claims

In the event of an incident which could give rise to a claim you must tell us or the insurer as soon as possible. If you do not, an insurer may refuse to deal with your claim or reduce the amount that you receive from them. We will provide you with assistance in submitting any claim unless we agree otherwise. We will help you to obtain settlement from insurers unless we agree otherwise. In the event that an insurer becomes insolvent or delays making settlement we do not accept liability for any unpaid amounts. All incidents must be notified whether you believe you are liable or not.

We may charge you a fee for this service where we are acting as your agent in relation to claims, which will be discussed with you. In some situations, in relation to claims handling we may be acting as agent of the insurer, this will be drawn to your attention if this is the case.

Please ensure that you answer all questions honestly and describe any circumstances accurately. If calling ourselves to notify a claim, please call Jersey 01534 288930.

18. Renewal of your policy

We will endeavour to provide you renewal terms within a reasonable period of time or notify you that renewal is not being invited. Attached to the renewal terms will be a statement of any changes to the terms of the policy, and changes to any information required, it will also contain a statement of price and information about cancellation. If we do not receive your instructions prior to the renewal date, we reserve the right to renew your policy, however we are not obligated to renew on your behalf. If we have assumed that renewal is required, where your instructions were not received, you may be liable to make payment to us/Insurers.

19. Complaints

We take all complaints seriously. If you are dissatisfied with the level of service you have received from your insurer, please follow the complaints procedure laid out in your policy document. If your complaint is regarding CIB, please contact us:

- In writing – Group Managing Director, Channel Insurance Brokers (Jersey) Limited, Ground Floor, 7 Esplanade, St Helier, Jersey, JE2 3QA.
- By telephone— Jersey 01534 288930
- By email – tds@cib-insurance.co.uk

We will promptly acknowledge your complaint in writing.

If following our investigation and response to you, you are not satisfied with the outcome or we do not complete our investigation within 3 months of the date of receipt of your complaint, you may be eligible to contact the Channel Islands Financial Ombudsman Services, PO Box 114, Jersey, Channel Islands, JE4 9QG. Details of this will be provided to you in our response. A copy of our complaints procedures is available on request.

The Jersey Financial Services Commission will only get involved to the extent where a licensee has breached their regulatory requirements – for more information please to the JFSC's website on "Making a complaint about a financial services business".

20. Data Protection

We are registered with the Jersey Office of the Information Commissioner, and we undertake to comply with the Data Protection (Jersey) Law 2018 and regulations in all our dealings with your personal data. Your personal information will be kept secure.

Our latest privacy notice is always available on our Group website at: -

<https://www.cib-insurance.co.uk/je/privacy>

It explains how we use and look after your personal data, who we share it with, and what data protection rights you have. We can post you a copy of our privacy notice if required.

21. Liability for Directors, Officers or Employees

You acknowledge and agree not to make any claim personally against any employee, director or officer arising out of the work and services provided under these Terms of Business. This clause does not in any way limit or affect our liability to you as set out below.

22. Other Services

We endeavour to give professional insurance advice. However, our advice and our service to you under these Terms of Business do not take into account Health and Safety Consultancy, or employment law considerations.

Insurance Broking staff can take instructions from you on Insurance Broking Services only. You must instruct Health and Safety Consultancy or employment law specialists directly. Insurance advice may differ from or conflict with other advice which you may receive. In this event, you need to let us know in order that we can help you deal with any such conflict or difference.

23. Committal to terms

This agreement shall become effective between both parties when cover is affected and supersedes all previous agreements whether oral or written. This agreement shall be subject to Jersey law with the exclusive jurisdiction of the Jersey courts. Please contact us immediately for questions on these terms.

24. Termination of this agreement

You may cancel these Terms of Business with us at any time. If you do so, we will continue to be entitled to receive any fees or commissions payable. We reserve the right to resign as your broker. If policies are to be cancelled, due notice will be given in accordance with the terms of the insurance policies. We will continue to fulfil any outstanding regulatory responsibilities to you following termination of these Terms of Business.

25. General

Each of our rights or remedies is without prejudice to any other right or remedy we may have whether under a contract or not.

Our failure or delay in enforcing or partially enforcing any provision of a contract will not be construed as a waiver of any of our rights under a contract.

26. Confidentiality

We agree to keep all information provided by you to us confidential, save that you authorise us to:

1. disclose such information to insurers and their agents for the purposes of obtaining insurance quotations for you, placing insurance on your behalf and all other matters relating to your insurances, including the making of claims;
2. share such information with our own insurers and professional advisors on terms that preserve confidentiality or where we are required by law or by order of the court to disclose such confidential information.

However, we will not be bound to keep any information confidential where it is or becomes in the public domain, it was already known to us or becomes known to us independently of you, or if you authorise us to disclose such information.

27. Severability

If any part of these Terms of Business is or becomes illegal, invalid or unenforceable then that part shall be deemed to be removed from these Terms of Business and shall not in any way affect the legality, validity or enforceability of the remaining Terms of Business.

28. Waiver

Your rights and our rights under these Terms of Business may be waived if specifically agreed in writing by you and us but not otherwise.

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1st August 2023.