

Terms of Business Agreement

RSP Oxford Ltd (7189076) t/a BJP Oxford (referred to as "We") is an insurance intermediary arranging insurance for you located at 3 Elm Place, Old Witney Road, Eynsham, Oxfordshire, OX29 4BD. Tel: 01865 884444, E-mail: info@bjpoxford.com and Website: www.bjpoxford.com

Status:

We are an appointed representative of BJP Insurance Brokers Ltd who is authorised and regulated by the Financial Conduct Authority (FCA), the independent watchdog that regulates financial services. Their FCA firm reference number is 305506 and our FCA firm reference number is 452777. We are permitted to arrange and advise on general insurance policies and credit broking activities. You can check this information by visiting the FCA website: <https://register.fca.org.uk> or by contacting the FCA Tel: 0800 111 6768.

Ownership & Shareholding:

We have no direct, or indirect, holding in any insurer and no insurer has any direct, or indirect, holding in us. We are an independent insurance intermediary who acts on your behalf when arranging your insurance.

Products and Services:

We are an independent insurance intermediary, who acts on our customers' behalf in arranging insurance. Our services include advising you on your insurance needs, arranging your insurance cover with insurers to meet your requirements and helping you with any ongoing changes you have to make. Although we will advise you on the information we need, we are not professional valuers/accountants, so must accept the sums insured/figures provided by you. Should you require assistance in calculating these figures you may need the services of a professional valuer/accountant.

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. If you mislay your policy at any time, we will issue a replacement policy document, if you request it.

Whose products we offer:

We usually offer advice from a range of insurers, representing a fair and personal analysis of the market. However, under certain circumstances we may only deal with a limited panel, or single insurer. We will confirm, for each individual policy we provide you with, the basis of our advice on our quotation documentation.

The service we will provide you with:

We will advise and make a personal recommendation for you after we have assessed your demands and needs. Our advice will be confirmed in a demands & needs and suitability statement, giving reasons for our personal recommendation. If there are policies where we are unable to provide you with a personal recommendation, we will make you fully aware of this, so you are able to make your own choice about how to proceed.

When a policy falls due for renewal, we will review the terms offered by your current insurer and if in our opinion and experience, these terms remain competitive, we will not automatically carry out a full market review of your policy. If a full market review is carried out, this will be confirmed to you in writing.

Credit Checks

Some insurance providers may carry out checks with credit reference and fraud prevention agencies. These checks are used to help prevent fraud and money laundering and may include electoral roll and credit information. They are registered as general insurance searches and may be used by other companies when you apply for credit or insurance.

Awareness of Policy Terms & Conditions:

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 or conditions, please seek our advice promptly. You are also advised to keep copies of all documentation sent to you, or received from us, for your own general future protection.

Important Conditions and Warranties

Your policy may contain a number of Warranties and Conditions. You must comply with these terms, otherwise the Insurer has the right to refuse to pay a claim which occurs during a period of non-compliance.

Conditions precedent generally impose a responsibility on you to have done something, or completed something, before a certain section of the policy will operate. If you do not comply with this condition, cover will not be in place.

An insurance warranty does not mean that it is a guarantee of something, but typically means that you must comply with the terms in order that your insurance protection remains operative. Warranties may also be referred to as conditions, endorsements or special terms, so it is important that you look out for these. If you have any doubt about a particular statement, please ask us for advice.

Your Duty to Give Information:

Consumers: When applying for, or amending, your insurance policy, we and/or your insurer will ask a number of questions to assess the risk prior to agreeing cover. It is your duty to ensure that you answer all these questions honestly and reasonably. These questions are designed to enable us, or the insurer, to obtain a comprehensive picture of the nature of the risk to be insured, and only by asking such questions and receiving answers, which are given honestly and with reasonable care, can we, or the insurer, be in a position to offer terms, which are designed to meet your demands and needs.

If you fail to tell us, or the insurer, something when asked, or if you answer carelessly, or act deliberately, or recklessly in making misrepresentations when answering questions, your policy may leave you with no insurance protection. Additionally, your insurer may not pay part, or all, of your claim and may cancel your policy. You may then find it difficult to re-arrange cover because you failed to tell an insurer everything when asked, and you will be required to disclose this fact when you re-apply for insurance.

Commercial Customers: It is important that you understand your duty to provide a fair presentation of the risk (i.e. the subject matter of the proposed insurance). This means that you must disclose to insurers, before the setting up or renewal of your insurance policy is concluded, anything that might influence the judgement of an insurer in fixing the premium, setting the terms or determining whether they would take the risk. If you are uncertain whether anything is material, you should disclose it.

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. They may return your premium, treat the policy as if it never existed and

refuse to pay any claims if they would not have accepted the risk, apply terms based on the corrected information and pay claims using the amended terms, or calculate a revised premium and reduce the claim payment in the same proportion as any under payment in the original premium.

Charges:

We usually receive a commission from the insurer with whom we place your business and, in addition, we normally make the following charges to cover the administration of your insurance:

Any return premiums are normally refunded NET of commission/fees. Arranging new and renewal of personal lines policies: We normally charge 10% of the premium, subject to a minimum of £25.00.

Personal lines/Consumer policies cancelled during the 'Right to Cancel' period will be subject to the above arrangement fee in addition to the premium charged by the insurer for the period of cover provided. Occasionally we may arrange a policy on which we earn no commission (a 'net-premium policy') and in these cases we will advise you of the arrangement fee before you take the policy out. The specific charge and purpose of any additional charges will always be advised to you in advance.

Commercial customers are entitled, at any time, to request information regarding any commission, which we may have received as a result of placing your insurance business.

Payment of Premiums:

Unless modified by us in exceptional circumstances at our discretion, we require payment of all insurance premiums in full on receipt of invoice at either inception, renewal or mid-term adjustment of cover by cash, guaranteed cheque made payable to BJP Oxford or by acceptable debit or credit card.

We may also be able to offer you various instalment payment options either from the insurers' facilities or from our selected premium finance providers. We will give you full information about your payment options when we discuss your insurance in detail. BJP will not be lending you the money, but will be acting as a credit broker in referring you to a specialist credit company. Your agreement will be direct with the credit company, so the payment details we request from you will be passed on to the credit company concerned. BJP do not charge a fee for this service, but the credit company will take a facility charge with the first payment. **Please note** that your policy cover will cease if you fail to keep up payments on an instalment agreement or premium finance facility related to it.

Information on how we treat Payments:

Under the terms of our agreements with insurance companies with whom we place business, we normally receive premiums you pay to us, and claims or return premiums received from the insurance companies, as agent of the insurer. You have the additional protection of insurance companies accepting that monies paid to us are treated as being received by them (Risk Transfer). All these monies are protected in an Insurers' Trust Bank Account until we pay insurers or you. We do not pay any interest on monies held by us in the course of arranging and administering your insurance.

There may be occasions where we do not collect premiums as the agent of the insurance company. In these circumstances we may request that your premium be paid direct to the insurance company or intermediary concerned. We will advise you at the time if this is the case.

In arranging your insurance, we may employ the services of other intermediaries who are regulated by the FCA and your premium may be passed to these intermediaries for payment to insurers.

Claims:

If you have occasion to claim under any of your policies we arrange on your behalf you must notify us as soon as practicably possible and we will promptly advise you and, if appropriate, issue you with a claim form and pass all details to your insurer. Any failure to report a claim or incident likely to give rise to a claim to us promptly could result in your claim ultimately being rejected by your insurers for an unacceptably late notification. You should also 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 your insurer.

Your Right to Cancel (Consumers only, as defined by the FCA):

You have a legal right to cancel your policy for any reason, subject to no claims having occurred, within 14 days of receiving the full terms & conditions. You will always be advised where this Right applies. A charge will apply for the period of cover provided and, in addition, we make an administration charge as referred to in the "Charges" section above.

Complaints:

We endeavour at all times to provide the highest possible levels of service to our Clients, but should you have cause for complaint about any aspect of our service then please let us know without delay and follow our formal Complaints procedure as detailed below:

Our compliance officer is Steve Pope who can be contacted on 01865 884444, or in writing to our office at 3 Elm Place, Old Witney Road, Eynsham, Oxfordshire, OX29 4BD.

Thereafter, in accordance with our procedure we will provide you with:-

A copy of our full complaints procedure and respond to you promptly. We will keep you informed of the progress of your complaint and aim to make a final response to you within eight weeks, or keep you informed as to why this is not possible. In the event that your complaint relates to activities or services provided by another party, we will ensure that your complaint is appropriately forwarded in writing and will track the progress of the complaint and responses of that party.

If we cannot satisfy your complaint you may be entitled to refer it on to the Financial Ombudsman Service (FOS), by telephone: 0800 023 4567, or by writing to: Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR, or by e-mail to complaint.info@financial-ombudsman.org.uk (Only available to consumers, charities with an annual income of less than £6,500,000, trustees of trusts with a net asset value of less than £5,000,000, micro-enterprises with fewer than 10 employees and a turnover or annual balance sheet that does not exceed €2,000,000, small businesses with fewer than 50 employees and a turnover of less than £6,500,000, or a balance sheet total of less than £5,000,000 and guarantors).

Where you have purchased cover on-line, The European Commission has provided an on-line dispute resolution (ODR) platform that will allow you to submit your complaint through a central site. This will forward your complaint to the right Alternative Dispute Resolution (ADR) scheme, which in the UK will be the Financial Ombudsman Service, for which contact details are provided above. More information can be obtained from <http://ec.europa.eu/odr>

Financial Services Compensation Scheme (FSCS):

We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS is the UK's statutory fund of last resort for customers of authorised financial services firms, like ourselves. The FSCS can pay compensation if an authorised firm is unable or likely to be unable to pay claims against it, usually because it has gone out of business or is insolvent.

Further information about compensation scheme arrangements is available from the FSCS on www.fscs.org.uk or 0207 892 7300.

Confidentiality and Data Protection:

All personal information about you and your insurances are confidential and will only be passed to insurers/underwriters. We only use and disclose the information we have about you in the normal course of arranging and administering your insurance.

Please refer to our separate "Privacy Notice". A copy will be provided to you with our quotations, is available on request, or can be found on our web-site www.bjpxford.com.

Law & Jurisdiction:

These items of business shall be governed by & construed in accordance with English law & Practice & any disputes arising under it shall be determined in the English Courts.