



# Terms of Business

Updated: 15<sup>th</sup> August 2022 (Version v14.1 15/08/2022)

## KGJ Insurance Brokers (Stourbridge) Ltd

2 Hagley Road, Stourbridge, West Midlands, DY8 1QG

Registered in England No 948748 Registered Office as above

Telephone: 01384 390909 Fax: 01384 375892

Email: [enquiries@kgjinsurance.com](mailto:enquiries@kgjinsurance.com) Website: [www.kgjinsurance.com](http://www.kgjinsurance.com)

## Accepting our Terms of Business

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us at the above address.

## Financial Conduct Authority

KGJ Insurance Brokers (Stourbridge) Ltd. is authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 116769. Our permitted business is advising, arranging, dealing as an agent and assisting in the administration and performance of general insurance contracts. We are also authorised to carry on credit broking. You may check this on the FCA Register by visiting the FCA website, [www.fca.org.uk/register](http://www.fca.org.uk/register).

## Our Service

In arranging insurance for our customers, we act as your agent unless we are collecting premiums or issuing policy documents, at which time we act as agent of the insurer. Our role is to advise you and make a suitable recommendation after we have assessed your needs. In situations where we are able to arrange insurance for you but do not offer advice, we shall confirm the position to you in writing. We will not in any circumstances act as an insurer nor guarantee or warrant the solvency of any insurer.

## Personal Insurances:

We offer products from a fair analysis of the market for:

- Private Car
- Motorcycle
- Commercial Vehicle
- Household Buildings & Contents
- Pet Insurance
- Wedding Insurance
- Small Craft
- Let Property/Property Owners
- Vehicle Breakdown
- Classic/Specialist Vehicles
- Travel Insurance
- Caravan & Camping
- GAP Insurance
- Gadget Cover
- Home Emergency
- "Non-Standard" Property (e.g unoccupied/previously underpinned etc.)

You may ask us for a list of the insurers we deal with for these products.

We only offer a product from a single insurer for:

- Motor Legal Expenses - BDElite Ltd.
- Keycare - Keycare Limited
- Family Legal Expenses - BDElite Ltd.
- Travel Insurance sold via [www.KGJinsurance.com](http://www.KGJinsurance.com) - David Oliver Associates

## Commercial Insurances:

We select commercial insurance products from a fair analysis of the market.

## Complaints & Compensation

We aim to provide you with a high level of customer service at all times and treat you fairly in accordance with the guidelines set by our regulator, the Financial Conduct Authority. If you are not satisfied, please contact us:

in writing ..... write to "The Customer Services Manager" at the address above  
by phone..... telephone 01384 390909  
by e-mail..... enquiries@KGJinsurance.com

If you are still not satisfied, you may be able to refer the matter to the Financial Ombudsman Service. Further information can be found at [KGJinsurance.com/complaints-procedure](http://KGJinsurance.com/complaints-procedure).

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Further information on the scheme is available from the FSCS on 020 7741 4100 or [www.fscs.org.uk](http://www.fscs.org.uk). In the absence of an agreement to the contrary, English law will apply. Page 1 of 2

## Payment for our services

We normally receive commission from the insurers or product providers which is based on a percentage of the annual premium and if you are a commercial customer you are entitled, at any time, to request information regarding any commission(s) which we may have received as a result of placing your insurance business. We also make charges for handling your insurances as follows:

Returned (or "bounced") Cheque	£15.00	Renewals	£10.00
Duplicate Documents	£15.00	Mid-term adjustments	£15.00
Mid-term cancellation	£35.00	New Policy	£10.00

Any variation to the above will be disclosed in writing. You will receive a quotation which will tell you the total price to be paid, which identifies any fees, taxes and charges separately from the premium. You may also be able to pay the premium, taxes and fees by instalments but this will usually attract a credit/instalment charge - full details will be supplied upon request. Alternative forms of credit may be available from alternative sources. We also draw your attention to the sections headed Cancellation of insurances and Ending your relationship with us.

## Handling client money

Our financial arrangements with most insurance companies are on a "risk transfer" basis. This means that we act as agents of the insurer in collecting premiums and handling refunds due to clients. In these circumstances such monies are deemed to be held by the insurer(s) with which your insurance is arranged. If Risk Transfer does not apply such monies will be held by us in a Non-Statutory Trust account pending payment. The establishment of the Non-Statutory Trust follows the rules set by the FCA to protect money held by authorised intermediaries. However, you should be aware that, under Non-Statutory Trust account rules, we are permitted to use such monies temporarily held to advance credit to clients generally. In addition, interest will not be paid to clients in respect of money held in client bank accounts. If you object to your money being held in a Non-Statutory Trust account you should advise us immediately. Otherwise, your agreement to pay the premium together with your acceptance of these Terms of Business will constitute your informed consent to our holding your money in a Non-Statutory Trust account. For the purpose of some transactions, client money may pass through other authorised intermediaries before being paid to the insurer or may be passed to organisations outside the UK. You must notify us if you object to your money being handled in this way.

## Cancellation of insurances

You should make any request for the cancellation of a policy in writing and any relevant certificate of insurance should be returned to us. In the event of cancellation, charges for our services will apply in accordance with Payment

for our services. The terms of your policy may allow insurers to retain the premium in full or to charge short-period premiums in the event of cancellation. If you pay the premium on instalments you may still be liable for all remaining payments (if, for example, you have reported a claim/potential claim or the policy is on a minimum deposit basis). You should clarify this before instructing us to cancel your insurance.

### Ending your relationship with us

Subject to your immediate settlement of any outstanding premiums and fees, you may instruct us to stop acting for you and we will not impose a penalty. Your instructions must be given in writing and will take effect from the date of receipt. In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days notice. Unless agreed in writing, if our relationship ends, any transaction previously initiated will be completed according to these Terms of Business. You will be liable to pay for any transactions concluded prior to the end of our relationship and we will be entitled to retain commission received for conducting these transactions along with all fees charged by us for services provided.

### Your responsibilities

You are responsible for providing complete and accurate information which insurers require in connection with any proposal for insurance cover. In the case of a Consumer contract, you should take reasonable care not to make a misrepresentation to the insurer. In the case of a Commercial contract you should ensure that you make a fair presentation of the risk to be insured. Failure of the duty of fair presentation may give insurers cause to cancel the policy. You must check all details on any Proposal Form or Statement of Facts and pay particular attention to any declaration you may be asked to sign. You should read all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Particular attention should be paid to any endorsements, warranties or conditions as failure to comply with them could invalidate your policy. You should take note of the required procedures in the event of a claim, which will be stated in the policy documentation. Generally, insurers require immediate notification of a claim or circumstances that might lead to a claim. You should inform us immediately of any changes in circumstances that may affect the services provided by us or the cover provided by your policy. You should be aware that your insurer may update/consult various registers such as the Claims and Underwriting Exchange (CUE) or the Motor Insurance Anti-Fraud Register (MIAFTR).



KGJ Insurance Brokers (Stourbridge) Ltd  
2 Hagley Road, Stourbridge, West Midlands, DY8 1QG

## Privacy Notice

(Version 2.0 05/01/2022)

### Legal basis for processing data

Processing data is necessary for the purposes of delivering our services and applies to service delivery and inquiries. We may also contact you on the basis of legitimate interests to make you aware of available products and services.

### What Information we collect about you

When you contact us for an insurance quotation, we collect the relevant information needed by an insurer to calculate the premium and understand your insurance needs. The information varies dependant on the risk to be insured.

### When we collect this information

We collect this information during our meetings and /or telephone conversations with you and through the completion of proposal forms and fact finds or via online submission forms.

### How we store your personal data

We hold your personal data electronically. The system is securely backed up and data encrypted to protect your data from cyber-attacks and online hackers. We also hold your data in paper files. Security at the premises is of a high standard to prevent loss of data from unauthorised access or theft.

### How your information will be used and who might we share it with

The information we collect will be passed to insurers to enable them to calculate a competitive insurance quotation to meet your requirements and/or handle a claim you are making under the policy. In order to obtain the most competitive cover it may be necessary to pass your information to other insurance intermediaries who are authorised and regulated by the Financial Conduct Authority. Information provided by you may be put onto a register of claims and shared with other insurers to prevent fraudulent claims.

We may share your data with other third parties in order to meet our legal or regulatory requirements. Should you wish to pay your premium by instalments we may pass your information to a premium finance provider however, this will not be done without discussing payment options with you first. We may share your information with, and obtain information about you from, credit reference agencies. If this is the case we will provide you with information about the credit reference agency we have used. Please note that any searches undertaken prior to you proceeding with your application will be soft searches and will not affect your credit rating.

### How long we will keep your data for

We will retain any information we have collected about you for up to 6 years after our professional relationship has terminated. In certain circumstances it may be necessary to retain your personal data for longer.

## Your rights of access to your data

Under the Data Protection Act 2018 you have a right, to obtain a copy of the personal information that we hold about you free of charge. If you believe that any information held is incorrect or incomplete, you should contact us (see contact details below). Any information that is found to be incorrect or incomplete will be amended promptly.

## Erasure Rights

You have the right to request the deletion or removal of your personal data, we may not be able to do this if we have had a business relationship with you; however, we will ensure that we cease processing your data if you so request.

## Your right to object

Under the Data Protection Act 2018 you have the right to object to us processing personal data based on grounds relating to your particular situation. If you object to us processing your personal data we will stop unless: there are compelling legitimate grounds for the processing which override your interests, rights and freedoms or, the processing is for the establishment, exercise or defence of a legal claim.

## Your Right to Complain

You have a right to complain to the Information Commissioners Office if you feel there is a problem with the way we are handling your data. Please contact <https://ico.org.uk/concerns/handling/>

## Contact Details

If you need any further information or need to contact us, please write to us at: Data Protection, KGJ Insurance Brokers (Stourbridge) Ltd., 2 Hagley Road, STOURBRIDGE, West Midlands, DY8 1QG.