BJP INSURANCE BROKERS

Terms of Business

Applying to General Insurance customers.

We recommend that you carefully read these Terms that apply to our appointment by you and the services we will provide.

Company Contact and Head Office Details

BJP Insurance Brokers Limited, Elmwood House, Ghyll Royd, Guiseley, Leeds, LS20 9LT

Telephone: 0118 979 2121 - Email: info@bjpinsure.com

- Normal Office Hours: Mon-Fri, 9am-5:00pm.

Our Trading Styles are Focus Insurance, Focus Underwriting, and Focus.

Our Appointed Representative is David Bidwell.

Referred to as **we**, **us** or **our** in this Terms of Business.

Please note instructions for new or amended insurance cover should not be assumed to have been accepted unless confirmation is received from ourselves.

This Terms of Business document was last reviewed/updated in March 2026, Version Ref: TOBAVN34.2

BJP Insurance Brokers Limited is authorised and regulated by the Financial Conduct Authority. Our Firm Reference Number (FRN) is 305506.

You can check this on the Financial Services Register by visiting the FCA's website www.fca.gov.uk or by telephoning the FCA on 0800 111 6768.

Our Service

We offer a wide range of insurance products and have access to leading insurers in the marketplace. The advice given by the firm is on a personal recommendation based on a fair and personal analysis of the market, however for some types of insurance we deal predominantly with a single or limited number of insurers which we have selected as offering value for money and quality service. In such circumstances the firm does not give a personal recommendation on the basis of a fair and personal analysis, and we will provide you with the name of the insurers which the firm may and does conduct business with.

We will give you details of these arrangements before you make any commitment on any product we offer you.

We will explain the main features of the products cover and benefits, any unusual restrictions or exclusions, any significant conditions or obligations and the period of cover.

We will make a recommendation for you after we have assessed your needs or advise you if we are unable to place your insurance. In some circumstances we provide information only and do not therefore make a personal recommendation. The documentation we provide will make it clear whether the sale is provided on an advised or non-advised basis.

We will also make clear in our documentation prior to conclusion of the contract areas where we are acting as agent for the customer, the insurer or both.

The duty of fair presentation (non-consumer customers only)

It is your responsibility to provide a fair presentation of the insurance risk based on you conducting a reasonable search for information. This could require you to obtain information from senior managers within your organisation or other parties to which the insurance relates or who carry out outsource functions for your business.

You must disclose every material circumstance which you know or ought to know or, failing that, disclose sufficient information to put your insurer on notice that it needs to make further enquiries. You must ensure that any information you provide is correct to the best of your knowledge and representations that you make in expectation or belief must be made in good faith.

If you fail to make a fair presentation of the risk, this may result in additional terms or warranties being applied from inception of the policy or any claim payment being proportionately reduced. In some cases, this could result in your policy being declared void by an insurer and your premiums returned. Any deliberate or reckless breach of the duty of fair presentation could result in your policy being declared void by an insurer with no refund of premium.

If in doubt about any point in relation to material circumstances and reasonable search, please contact us immediately.

Important Information (consumer customers only)

Under the Consumer Insurance (Disclosure and Representation) Act 2012 it is your duty as a consumer to **take reasonable care** not to make a misrepresentation to an insurer.

Under the act a consumer is defined as an individual who enters into an insurance contract wholly or mainly for purposes unrelated to the individual's trade, business or profession.

A failure by the consumer to comply with the insurers request to confirm or amend particulars previously given is capable of being a misrepresentation for the purpose of this act.

It is important that you ensure all statements you make on proposal forms, claim forms and other documents are full and accurate and we recommend that you keep a copy of all correspondence in relation to the arrangement of your insurance.

Under the act an insurer has a remedy against a consumer in respect of qualifying misrepresentations in breach of the consumers' duty of reasonable care where the insurer deems the misrepresentation to be deliberate, reckless or careless.

If in doubt about any point in relation to your duty to take reasonable care and subsequent qualifying misrepresentations, please contact us immediately.

Transferred Business

If We take over the servicing of insurance policies, other than at their inception or renewal, which were originally arranged through another broker, intermediary or insurer, We do not accept liability for any claim or claims arising from the advice given by that broker, intermediary or insurer, nor for any errors, omissions or gaps in the insurance protection provided, or advice not provided by Us. If at the time of transfer you require Us to perform an immediate review, you must inform Us accordingly. Should you have any concerns in respect of a policy which has been transferred to Us, you must notify Us immediately.

Financial Crime

Please be aware that current UK money laundering regulations require us to obtain adequate 'Know Your Client' information about you. We are also required to cross check you against the HM Financial Sanctions List as part of the information gathering process.

We are obliged to report to the National Crime Agency and/or Serious Fraud Office any evidence or suspicion of financial crime at the first opportunity and we are prohibited from disclosing any such report.

We will not permit our employees or other persons engaged by them to be either influenced or influence others in respect of undue payments or privileges from or to insurers or clients.

Consumer Credit

We are authorised and regulated by the Financial Conduct Authority in respect of our current Consumer Credit Permissions.

Solvency of Insurers

We cannot guarantee the solvency of any insurer with which we place business. This means that you may still be liable for any premium due and not be able to recover the premium paid, whether in full or in part, should an insurer become insolvent.

Terms of Payment

Our payment terms are as follows (unless specifically agreed by us in writing to the contrary):

- New policies: immediate payment on or before the inception date of the policy
- Alterations to existing policies: immediate payment on or before the effective date of the change
- Renewals: due in full before the renewal date

If payment is not received from you in accordance with the above terms, we, or your insurer may be forced to cancel or lapse the relevant policy/policies, which could mean that part or all of a claim may not be paid. You may also be in breach of legally required insurance cover.

We accept payment by cheque, debit or credit card, BACS, or by instalments. In accordance with UK law, no surcharge is applied to consumer debit or credit card payments. If you are a commercial customer and choose to pay by business credit card, a processing fee may apply; this fee will be disclosed to you prior to payment and will not exceed the actual cost incurred by us for processing the transaction.

If you choose to pay for your insurance premium using a finance provider your details will be passed onto them. We will provide you with a breakdown of the costs of your monthly instalments and subsequently a document outlining key features of their credit agreement with you including any fees they apply and the cost of default charges, it is important that you take time to read this document and must contact us if you do not receive this. Using premium finance makes the overall cost of the insurance more expensive. If you have any queries or questions, either about the service provided by the finance provider or their terms and conditions you should in the first instance contact them. Where your policy is paid via the finance provider and you choose to renew your cover, we will again continue to pass your details to them. If any direct debit or other payment due in respect of any credit agreement you enter into to pay insurance premiums is not met when presented for payment or if you end the credit agreement, we will be informed of such events by the finance provider. In certain circumstances we may be contractually obliged by the finance provider to notify your insurer to cancel the policy.

Where we are contractually obliged to do so by the financial provider, if you do not make other arrangements with us to pay the insurance premiums you acknowledge and agree that we may, at any time after being so informed of non-payment under the credit agreement, instruct on your behalf the relevant insurer to cancel the insurance and to collect any refund of premiums which may be made by the insurer and use this refund to offset the amount levied by the finance provider on the firm. If this amount is not sufficient to cover all our costs, we reserve the right to pursue any additional debt owed to the firm through a due legal process.

You will be responsible for paying any time on risk charge and putting in place any alternative insurance and/or payment arrangements you need.
Upon receiving your strict acceptance to pay for insurance premiums through the finance provider, we will instruct them to proceed with your application for credit. This process will involve the provider searching public information that a credit reference agency holds about you and any previous payment history you have with that provider. The credit reference agency will add details of your search and your application to their record about you whether or not your application is successful. Please read carefully the pre-contractual explanations and the information regarding the cost of credit (including any representative examples). Together they provide important information in relation to the credit facility available from the finance provider. To use the finance provider's facility, you must be resident in the UK, aged 18 years or over and hold a bank or building society current account which can support direct debit payments. Credit is available subject to status.
Any payment we receive from you will be held by BJP Insurance Brokers Ltd, in a Non-Statutory Client Trust Bank Account held with NatWest. In some cases, the payment we receive will be held on behalf of the provider with whom we arrange your policy as their agent.

We may pass the money you pay us to another intermediary. We will only do this where it is a necessary part of the process of arranging cover for you.
Where this includes intermediaries outside the UK, the legal and regulatory regime may be different from that of the UK. In the event of the intermediary failing money may be treated differently than if it was held by an intermediary in the UK. You may notify us if you do not wish your money to be passed to a person in a particular jurisdiction. No interest will be payable to customers in respect of the client account. Any interest earned will remain in the ownership of BJP Insurance Brokers Ltd.

Notification of Incidents/Claims

It is essential to notify us immediately of all incidents that may result in a claim against your insurance policy. You must do so whether you believe you are liable or not. Any letter of claim received by you must be passed to us immediately, without acknowledgement.
Only by providing prompt notification of incidents can your insurance company take steps to protect your interests.
Your policy summary and/or policy document will provide you with details on who to contact to make a claim.
Claims payment will be made in favour of you. If you require a payment to be made to a third party, then you must confirm the required payee name and details and provide a brief explanation for your request. Please contact us for guidance on claiming under your policy.

Cancellation

Your policy document will detail your rights to cancel your insurance once you have taken it out. Depending on the type of policy you have purchased, you may be entitled to cancel within 14 or 30 days of either conclusion of the contract or receiving your policy documentation, whichever occurs later. This is often referred to as a cooling off period.
Where you cancel a policy before renewal you will be responsible for paying a charge to meet the cost of cover provided and administration expenses. Please see the Refunds section.

To enable your insurer to process the cancellation, you will need to return certificates and any official documents to our office within 30 days of your notice to cancel.

Administration Charges/Fees

In most cases we are paid by commission from the insurer, **this could typically be up to 30%**, but in some circumstances, we may charge you a fee instead of commission or a combination of both, in which case this will be confirmed to you in writing at the time of incepting or renewing your policy. Our fees will be confirmed to you clearly and in writing at the time of incepting or renewing your policy and will always be disclosed to you before you commit to purchasing the product. There may also be occasions when an additional fee is sought, for example changes to the risk that require significant further advice and placement of additional coverage or substantial involvement in any large, difficult, or complex claims.

In addition, we may also make charges as detailed below to cover our regulatory responsibilities. Any applicable insurance premium tax will be shown on the documentation we provide to you.

Consumer Fees

Administration Charges/Fees
There are times when remuneration from insurers will not cover the administrative / regulatory costs of placing your cover. In order to achieve a fair return for us and ensure we continue to deliver high standard of service to you; it may be necessary to charge a fee as noted below.
These Administration Charges/Fees are non-refundable.

Policy Event	Administration Charge/Fee
New Business / Renewal (All Premium Levels)	£40
Mid Term Adjustment	£20
Cancellation	£17.50

Commercial Fees

We may apply administration or service fees in connection with the arranging, amending, renewing, or cancelling of your insurance. These fees reflect the work involved in delivering our broking, advisory and regulatory services, including time spent assessing your needs, sourcing suitable cover, completing market negotiations, and handling documentation.
Any fee we apply is **non-refundable** and will always be disclosed to you **in advance**—before inception, renewal, or any transaction that gives rise to a fee. No fee will ever be applied without your prior knowledge and agreement. We will confirm the basis and amount of any fee in writing, in a durable medium, before you commit to purchasing, amending, or renewing your policy.
Where your policy is placed with a low- or non-commission paying insurer, we may charge an arrangement fee ("fee in lieu of commission"). The amount will be confirmed at quotation or renewal. These fees may change over time; however, we will always notify you and disclose the actual amount before you make any decision.
We may also receive additional remuneration from insurers or other parties, such as for claim-related services, premium financing arrangements, or Insurer Services Brokerage (ISB). Further details are available on request. You are entitled, at any time, to request information about the commission or other earnings we receive as a result of arranging or renewing your cover.
Where you pay premiums by instalment through a finance provider, we may receive a commission for introducing you to them. We will advise you of any such commission where it could affect our impartiality or could have a material impact on your decision.

Refunds

Where a policy is cancelled before renewal, insurers charge to cover their costs, with the balance refunded to you, subject to no claim having been made. Full details will be available in your policy. In the event of an adjustment giving rise to a return of premium the amount may be refunded or held to credit.
When a premium refund becomes due, we will process it once the corresponding funds have been received from the insurer. As soon as those funds reach us, we will issue your refund promptly—normally within 14 days. If there is any delay on the insurer's side, we will keep you informed and will take reasonable steps to obtain the funds as quickly as possible.
Your attention is specifically drawn to the following: -
Where you cancel your policy, request a mid-term adjustment which results in a refund of premium or rescind new business/renewal instructions we reserve the right to charge you for our time and costs. This will usually result in us reducing the amount refunded to you by the FULL amount of the commission and fees we would have received had you not cancelled, **(this could typically be up to 30%)**. The reason for this is that the majority of our costs are incurred either in initially finding and setting up your policy or in the annual renewal process when we might check the ongoing suitability of the cover the policy offers. These costs are recovered through the commission we earn. If you cancel, this does not give us an opportunity to recover the costs we incurred and would often result in us making a loss. However, any charge made will not exceed the cost of the commission and fees we would have earned.
For certain commercial insurance policies, insurers will only provide cover where the premium is due in full on inception of the policy. This means that no refund will be paid if the policy is cancelled before renewal. We will advise you if this affects you.

Complaints

It is our intention to always provide you with the highest possible level of customer service. However, we recognise that things can go wrong occasionally and if this occurs, we are committed to resolving matters promptly and fairly. Should you wish to complain you may do so:

- In writing to the Complaints Manager, by telephone on 0118 979 2121, or by email to compliance@bjpinsure.com.
- In person by visiting our office at Southgate House, Alexandra Court, Denmark Street, Wokingham, RG40 2BJ.

Should you not be satisfied with our final response, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). More information is available on request or on their website, www.financial-ombudsman.org.uk. Further details will be supplied at the time of responding to your complaint.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme, and you may be entitled to compensation from the scheme depending on the type of business and circumstances of the claim if we cannot meet our obligations. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme at www.fscs.org.uk

Confidentiality and Data Protection

We are a data controller for the information you provide to us including individual, identification and financial details, policy history and special category data (such as medical or criminal history).

Details of our legal basis for processing your information, along with details of any third-party recipient whom it may be necessary to share your personal data in order to fulfil the contract, retention period for data held, security of your data, your rights under the General Data Protection Regulations (GDPR) including the right to complain can be found in our full 'Privacy Notice' attached to these terms of business.

Communications/Documentation

We will issue all documentation to you in a timely manner. Documentation relating to your insurance will confirm the basis of the cover and provide details of the relevant insurers. It is therefore important that the documentation is kept in a safe place, as you may need to refer to it or need it to make a claim.
A new policy/policy booklet is not necessarily provided each year, although a duplicate can be provided at any time upon request.
You should always check the documentation to ensure all the details are correct and if this is not the case you should contact us immediately.

Termination of our authority to act on your behalf

You or we may terminate our authority to act on your behalf by providing at least 14 days notice in writing (or such other period we agree) Termination is without prejudice to any transactions already initiated by you, which will be completed according to these terms of business unless we agree otherwise in writing.
You will remain liable to pay for any transactions or adjustments effective prior to termination and we shall be entitled to retain any and all commission and /or fees payable in relation to insurance cover placed by us prior to the date of written termination.

Motor Insurance Database (MID)

It is your statutory obligation to update and maintain the MID. Failure to ensure this takes place can result in substantial fines and inconvenience for your drivers. For the avoidance of doubt, we will not update the MID on your behalf.

Limitations and exclusions of our Liability

The following provisions set out our entire financial liability to you.
You acknowledge and agree that you shall only be entitled to make a claim against us and not against any individual employee or consultant engaged by us. Our liability for losses suffered by you arising under or in connection with the provision of our services, whether in contract, tort (including negligence) breach of statutory duty, or otherwise (including our liability for the acts or omissions of our senior management, employees and any appointed representatives shall be limited in all circumstances to £5,000,000 per claim. Any claim or series of claims arising from one act, error, omission, incident or original cause shall be considered to be one claim. We shall not be liable to you for any loss of profit or loss of business whether directly or indirectly occurring and which arises out of or in connection with the provision of our services.
Nothing in this paragraph shall exclude or limit our liability for death or personal injury caused by our negligence or for loss by our fraud, fraudulent misrepresentation or breach of regulatory obligations owed to you. You are welcome to contact us to discuss increasing the limitations of our liability and /or varying the exclusions set out above.

Fair Value, Product Oversight & Governance, and Consumer Duty

We act honestly, fairly and professionally in your best interests, and we are committed to ensuring that the overall price you pay represents fair value in relation to the products and services you receive. Where we identify that any fee or charge would adversely affect fair value, we will adjust or remove it.
All of the products we offer are manufactured by product providers (usually the insurance companies providing cover). As a distributor, we have robust measures in place to help ensure that the products we recommend and arrange continue to meet the needs of their intended target market. This includes:

- Obtaining information from product manufacturers about the product, its approval process, and its identified target market.
- Understanding the value assessments undertaken by manufacturers so that we can distribute the product appropriately.
- Considering the impact of our distribution strategy, including our remuneration, to ensure it does not result in the product failing to deliver fair value.
- Providing relevant information back to manufacturers to support their own product reviews and governance.
- Making changes to our distribution processes if we identify any risk of customer harm, including taking appropriate remedial action where necessary.
- Carrying out regular reviews of the products we distribute to ensure they continue to meet customer needs and deliver fair outcomes.

Our Consumer Duty Commitment

We are committed to delivering good outcomes for our customers in line with the FCA Consumer Duty. This means ensuring our products and services meet your needs, offer fair value, and are communicated in a clear and transparent way. We regularly review our internal processes, charging structures and customer feedback to make sure we continue to provide a high standard of service and support. If you have any concerns about the value or suitability of any product or service we offer, please contact us.

Data Sharing with Inter-Group Companies

We may share your personal and policy information with other companies within our corporate group where this is necessary to arrange, administer, manage, or service your insurance. In addition, we may share limited and relevant information with group companies so they can identify and, where appropriate, offer you complementary or alternative insurance products or related services that may be suitable for your needs.
We will only share information that is necessary for these purposes, and all group companies are required to handle your data in line with strict confidentiality standards and UK data protection law (including UK GDPR). Your information will not be used for any unrelated purpose, and we do not sell your data.
Where information is shared for operational efficiency—such as customer services, centralised administration, claims support, or to offer relevant products—this is carried out under robust internal controls to ensure the security and confidentiality of your data.
Details of your rights and how to exercise them can be found in our full Privacy Notice.

General

If any provision of these Terms is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question will not be affected. These Terms shall be governed by the laws of England and Wales or Scotland and the parties agree herewith that any dispute arising out of it shall be subject to the exclusive jurisdiction of the relevant court.

These Terms supersede all proposals, prior discussions and representations (whether oral or written) between us relating to our appointment as your agent in connection with the arranging and administration of your insurance. These Terms constitute an offer by us to act on your behalf in the arranging and administration of your insurance. In the absence of any specific acceptance communicated to us by you (whether verbal or written) you are deemed to accept our offer to act for you on the basis of these Terms, by conduct, upon your instructing us to arrange, renew or otherwise act for you in connection with insurance matters.