



Please complete this form and return it to: JCB Insurance Services Ltd, Woodseat, Rocester, Staffordshire, ST14 5BW						
TRADING TITLE			DATE ESTABLISHED			
ADDRESS						
TEL No:			FAX No:			
WEB SITE ADDRESS:			E. MAIL :			
NATURE OF TRADING / STRUCTURE						
SOLE TRADER		YES / NO	PARTNERSHIP	YES / NO	LIMITED CO	YES / NO
DETAILS OF DIRECTORS, PARTNERS OR SOLE PRINCIPALS						
NAME		D.O.B	COMPANY SHARE HOLDING		PROFESSIONAL QUALIFICATIONS	
1						
2						
3						
F.S.A DETAILS						
F.S.A REGISTRATION NUMBER:						
PROFESSIONAL INDEMNITY						
NAME OF UNDERWRITERS		LIMIT OF INDEMNITY		RENEWAL DATE		
BANK DETAILS – Clients Premium/IB Account						
NAME:		ADDRESS:				
SORT CODE:		ACCOUNT NAME:				
ACCOUNT NUMBER:		DATE ACCOUNT OPENED:				
DECLARATION						
I/We hereby apply for agency facilities with JCB Insurance Services Ltd and confirm that the above statements are true. I/we undertake to observe and abide by the JCB Insurance Services Ltd terms of business. I/we can confirm that I/we have never become bankrupt or had a receiving order made against me/us or entered into a deed of arrangement with creditors or ever been convicted of a criminal offence. I/we have never been subject to any disciplinary procedures instituted by the F.S.A or any other regulatory body. I/we undertake to advise you should my/our FSA status change in any way.						
SIGNED:			DATED:			
SIGNED:			DATED:			

Intermediaries Agency Application Form

Sub Brokers





The purpose of this document is to set out the basis of the agreement under which we conduct our business & offer our services to you.

JCB Insurance Services Ltd of Woodseat, Rocester, Staffordshire ST14 5BW, are specialist insurance brokers who place business either on our bespoke insurance schemes or with specifically selected insurers for certain specialised industries.

Our FSA Register number is 306372. These details can be checked on the FSA's Register by visiting the FSA's Website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Instructions

All instructions must be provided to us in a durable medium. In urgent cases we accept verbal instructions provided they are confirmed in a durable medium within one working day. We are unable to accept instructions until you have been provided with a formal quotation in a durable medium. All quotations are valid for 21 days from date of issue. You do not have any authority to issue cover or cover notes on behalf of JCB Insurance Services Ltd. You must return all requested documentation to us within 21 days.

Policy Documents, Certificates of Insurance, Policy Schedules & Cover Notes

It is your responsibility to read and check all documentation and request in a durable medium any amendments.

Failure to do this could mean that the cover is insufficient or incomplete & might not provide your client with indemnity in the event of a claim.

Proposal Forms

For most classes of business, we will ask for a proposal form to be completed. Please pay particular attention to the duties of disclosure (see below) as it is essential that we &/or the insurers are informed of all material facts before placing cover on your behalf. All proposal forms will be provided by JCB Insurance Services Ltd.

Duty of Disclosure

- It is your responsibility to disclose all material information of which you are aware to insurers when obtaining cover (& throughout the term of the policy & at renewal), whether or not proposal forms are applicable or completed.
- Information is material if it would affect the insurer's assessment of the risk involved, or if the misrepresentation/non-disclosure induces the insurer to enter into the contract of insurance on particular terms.

- Neither the insurer nor JCB Insurance Services Ltd are required to make enquiries. The onus falls upon the insured and any information obtained by you as agent of the insured should be disclosed.
- If any material information is omitted or misrepresented, insurers have the right to void the insurance & return the premium. This means there is no longer an insurance policy & no claims will be paid. It is therefore extremely important that you take care when providing information to enable insurers to consider the risk, regarding the accuracy & completeness of that information.
- When the insured makes any mid term changes to their insurance you must contact us immediately in a durable medium and provide us with any information requested.

Information about the Proposed Insurance

We will ensure that:

- We provide you with comprehensive information early enough for you to make an informed decision about the insurance being proposed.
- We will provide confirmation in a durable medium of the insurance proposed including:
 - The basis of cover
 - Summary of cover from Insurers, if applicable
 - Any significant or unusual restrictions, exclusions, conditions or obligations

A copy of the full policy wording is available on request. It remains your obligation to ensure the cover meets your client's needs.

Confirmation of cover

We will provide you with cover notes &/or confirmation that cover has been put in place in a durable medium. These will normally be sent to you within five working days from the date when cover began.

You agree that it is solely your responsibility to ensure that the cover has been effected on the correct terms.

Claims

It is essential that we are notified immediately of any claims, or circumstances, which could give rise to a claim. When you notify us, you must include all material facts concerning the claim. The policy wordings will describe in detail the procedures & conditions in connection with making a claim.





Where agreed we will provide a claims handling service & we will:

- Give you guidance to assist the insured in pursuing a claim under the insurance
- Handle claims fairly & promptly & keep you informed of their progress
- Inform you in writing if we are unable to deal with any part of a claim
- Advise you as soon as possible of claim settlement details

Settlement Terms

We will be responsible for issuing invoices for all new & renewal premiums & mid-term alterations as soon as practicable after the start of cover or renewal, or on receipt of closing documentation from the market. We will remit premiums to insurers in accordance with our agreed terms of business with them.

You will be responsible for the prompt payment of all of our invoices for premiums, duties, fees & tax to enable us to make the necessary payment to insurers.

Commission will be paid on new business, mid term adjustments and renewals exclusive of any taxation – see Appendix 1.

Statements will be issued on a monthly basis, with settlement net within a strict 30 days.

For the avoidance of doubt, we have no obligation to fund any premiums, duties, fees & taxes on your or the insured's behalf & have no responsibility for any loss which you or the insured may suffer as a result of insurers cancelling the insurance or taking any other prejudicial steps as a result of the late payment of such sums if such delay is attributable to you or the insured.

In certain circumstances insurers may impose a specific premium term whereby they require payment of premium by a certain date. We must stress that breach of that term may enable insurers to void the insurance from inception. We reserve the right to correspond directly with the insured in the event of non-payment of their premium on your account.

Client and insurer money will be held by in a non-statutory trust account in accordance with FSA rules.

Risk Transfer

We act as agents for the following Insurers & under our arrangements they have confirmed to us that risk transfer (as defined by the FSA) takes place from when we receive payment, this means as soon as we have received cleared funds your fiduciary duty is discharged.

Aviva
NIG Ltd
MMA
QBE
Zurich
Royal & Sun Alliance
Chubb Insurance
DAS
HSB Engineering

Risk Transfer is cascaded to placing brokers.

Cancellations

Premiums quoted are for 12 month policies & insurers do not normally allow any refund in the event of mid term cancellation for whatever reason including default to third party finance providers. In the exceptional event that Insurers do agree any refund of premium these will be passed to you less a 15% fee on the gross return premium or £50 whichever is the greater. Where a Plantmaster, or Trademaster or Scheme policy is cancelled any return premium will be net of any cancellation charges and JCB Insurance Services Commission.

Costs & Remuneration

We will:

- Provide details of the premium costs of each of the insurances offered
- Not impose any fees or charges in addition to the premium required by the insurer without first disclosing the amount & purpose of the charge other than:
 - £10 charge for duplicate certificates or taxation cover notes
 - £25 charge for mid term adjustments.
- Be paid for arranging the insurance in the form of commission or brokerage paid to us by the insurers underwriting the insurance, unless we have an arrangement with you that our services are provided for an agreed fee.
- As well as any brokerage or commission, or an agreed fee, as appropriate, be entitled to benefit from:





- Any earnings we are able to generate due to the amount of business placed with certain insurers & their underwriting performance, which are not identifiable to any specific clients:

And

- Any earnings we are able to generate through management of cash balances held on behalf of insurers & clients, which are not identifiable to any specific account.

Market Security

We do not guarantee the financial position & solvency of any market utilised & we cannot guarantee the future stability of any insurer to meet its policyholder obligations & therefore the final decision on the suitability of any insurer rests with you as agent of the insured. If you have any concerns about the security offered, please contact us immediately.

A liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent.

Data Protection & Confidentiality

We will treat any personal (or other) information received by us from you, about you or your clients, with due care and, where appropriate, in accordance with the Data Protection Act 1998,

Professional Indemnity Insurance

We carry professional indemnity insurance to meet the requirements of the FSA. The level of cover we hold exceeds the minimum required by the FSA & full details are available from us on request.

Client Ownership

We acknowledge that ownership of the client remains with you. We will not knowingly contact your client directly under any circumstances unless:

- you have authorised us to do so or,
- you are not authorised by the FSA to transact business,
- if the situation arises when an insurer seeks to void a policy for any reason.
- We reserve the right to correspond directly with the insured in the event of non-payment of their premium on your account or in the case of fraud.

In this latter two cases we reserve the right to inform the insured direct of the fact by recorded delivery letter.

In the event that you become insolvent, bankrupt, compound with creditors, appoint a receiver, go into run off or become unauthorised by the FSA we reserve the right to approach the client directly to protect their best interests.

Placing business on behalf of other intermediaries

We do not permit intermediaries to in turn place cover on behalf of other intermediaries, thereby creating a chain.

Complaints

If you wish to register a complaint, please contact us:

In writing:

JCB Insurance Services Ltd,
Woodseat,
Rocester,
Staffordshire
ST14 5BW

By phone:

Telephone 01889 590219

Law & Jurisdiction

These terms of business shall be governed by & construed in accordance with English Law. In relation to any legal action or proceedings arising out of or in connection with these terms of business we both irrevocably submit to the non-exclusive jurisdiction of the English courts.

Termination

This agreement may be terminated by the Broker or JCB Insurance Services Ltd: -

- Any time by mutual agreement; or
- On the expiry of 30 days written notice delivered by registered or recorded delivery post; or
- Without notice if there are reasonable grounds to suspect fraud, or in the event of the bankruptcy, insolvency or liquidation of the Broker or Company, or on the approval by creditors of the Broker or the Company of a voluntary arrangement or on the making of an Administration order in relation to the Broker or the Company; or
- Without notice if the authorisation by FSA of the Broker or the Company to undertake any general insurance regulated activities is terminated following any proposed or actual disciplinary proceedings for any failure to comply with the Rules, or for any failure to comply with the Rules in respect of any regulated activities undertaken by the Broker in pursuance of the duties delegated to the Broker under this agreement;





or,

- If the Broker or the Company fail to remedy any action of the agreement, or any unsatisfactory conduct, within a reasonable period of the Broker or the Company notifying the other party in writing; or
- Failure to pay our Statement of Account as detailed in the Settlement of Terms section of this agreement; or
- If instructed by an Insurance Company whom we place business with on your behalf

On termination of this agreement:

- No further insurance business will be placed or transacted under the terms of this Agreement and no further renewals will be issued;
- You shall not issue any renewal invitations on behalf of JCB Insurance Services Ltd and shall return all documentation and other property of JCB Insurance Services Ltd and the Insurers immediately to JCB Insurance Services Ltd
- All monies due to JCB Insurance Services Ltd shall become immediately due and payable
- The Agreement shall continue in respect of all Insurance Business written prior to the date of termination, except for renewals following the date of termination, and all sums due shall be paid in accordance with the terms of Agreement

Following termination:

- JCB Insurance Services Ltd and the Broker will remain liable to perform their obligations in accordance with the terms of this Agreement in respect of all Insurance Business subject to this Agreement until all Insurance Business has expired or has otherwise been terminated.

Notification of Changes

The Broker shall immediately notify JCB Insurance Services Ltd in writing:

- Of any change of trading style or address
- Of any change in Partners (where a Partnership)
- If he or any Partner or Director compounds with creditors, or becomes bankrupt, or has a receiving order made against him or (in the case of a company) goes into liquidation or a Receiver is appointed or (in the case of a partnership) is finally dissolved
- In the event of any other changes which are material to this Agreement

For and on behalf of JCB Insurance Services Ltd

(The Company)

Authorised Signatory

Date

For and on behalf of

(The Broker)

Authorised Signatory

Date

FSA Register No.

