



TERMS OF BUSINESS AGREEMENT (TOBA)

Please note that if you have received this documentation by email, you do have the option to be sent a paper copy free of charge. If you wish to receive paper documentation, please contact us and we will be happy to arrange this.

The Financial Conduct Authority (FCA) regulates and supervises financial services firms in the UK. Use this information to decide if our services are right for you. Please read these terms carefully. If you have any questions about this Terms of Business document or have any questions regarding our relationship with you, please contact us.

Accepting our Terms of Business

By asking us to quote for, arrange or assist in the administration and performance of your insurances, you are providing your informed agreement to these Terms of Business.

It is your responsibility to obtain authority to act for all joint policyholders and to keep them informed of matters relating to this agreement.

About John Clark Motor Insurance Services

John Clark Motor Insurance Services is a trading name of Provenance Insurance Brokers LTD, registered in England and Wales (No: 11131702). Registered office: Affinity House, Bindon Road, Taunton, Somerset TA2 6AA. Our trading address is John Clark Motor Insurance Services 34 Lime Street, Leadenhall, London, C3M 7AT. Provenance Insurance Brokers Ltd is authorised and regulated by the Financial Conduct Authority FRN: 804047. You can check this on the FCA's website at <https://www.fca.org.uk/firms/financial-services-register> or by contacting the FCA on 0800 111 6768 or 0300 500 8082.

John Clark Motor Insurance Services referred to herein as "we" or "us" or "our". Provenance Insurance Brokers Ltd trade under multiple trading names, which can also be checked on the FCA website.

Our permitted business is introducing, advising, arranging, dealing as agent, assisting in the administration and performance of general insurance contracts. We are also permitted to provide credit-broking services in relation to insurance Premium Finance instalment facilities; further information is set out in the 'Payment of premiums and refunds' section.

Group Structure and Affiliations

John Clark Motor Insurance Services (trading name of Provenance Insurance Brokers Ltd) is part of the Lloyd & Whyte Group LTD. As part of this group structure, we benefit from shared compliance oversight, systems infrastructure, people expertise, and insurer relationships, while continuing to operate as an independent, regulated intermediary. We do not hold any shareholding in any insurance business.

The Capacity in which we are acting

In almost all circumstances, we act as your agent in arranging and administering your policy. However, should this not be the case, we will confirm the capacity in which we are acting before undertaking any relevant transactions.

Our Status and Scope of Services

We are an authorised insurance broker, our role is to advise you and to make a suitable insurance recommendation based on either:

- a range of insurers representing a fair analysis of the insurance market;
- a limited panel of insurers; or
- a single insurer.



We will confirm to you which approach we have used for your policy in good time before any arrangements are finalised, including whether or not we propose using another intermediary to help place your business.

We will fully explain the basis of any advice or recommendation we give to you in order to ensure that the product you have selected meets your demands and needs.

Introductions

We also provide access via our website to a number of insurance products via third-parties SEOPA LTD, Tempcover LTD, GoShorty LTD and Professional Insurance Agents LTD. In these circumstances, we are not acting as your agent, we are purely acting as an Introducer for these third parties, in which we may receive a fee from them for effecting these introductions. These insurance products are offered to you by the product providers (usually the insurers) on a non-advised basis, meaning you make the decision to purchase your policy based on the information you enter, and no personal recommendation is given. You will be asked a series of questions which represent your demands and needs, and you will be provided with information on products that may be suitable. You will then need to make your own choice about how to proceed.

For the following products: Life Insurance, Critical Illness & Income Protection: please note you will not receive advice or a personal recommendation from us. We will ask questions to identify your specific needs to then match them to the products we provide details on. You will then need to make your own choice about how to proceed. We accept no liability for executing your instructions. Please note we only offer non-investment-based Life Insurance products (no endowment policies).

Our Commitment to You

We always aim to deliver good service and support when you need it and to treat you fairly in all our dealings with you. This means that we will always conduct our business with skill, care and integrity and we will not put ourselves in a position where our duty to you is compromised.

Fair Value

All the products we offer are manufactured by product providers (usually the insurers). As a distributor we have measures in place to:

- Obtain information about the product, the product approval process and understand the identified target market;
- Ensure we understand the value assessment that the manufacturer has undertaken, so we can distribute the product accordingly;
- Consider the impact that our distribution strategy and process have on the value of any product;
- Provide information to support the manufacturer in their product reviews;
- Amend our distribution processes if we identify it results in harm to our customers; and
- Carry out product reviews for all products we distribute.

Insurer security

We will not in any circumstances act as an insurer nor guarantee or warrant the solvency of any insurer we place business with, and we do not hold voting rights or capital in any insurer. The insurers we use are regulated and required to hold adequate capital resources. If you have any concerns about the insurance company recommended, please contact us.

Should we use an un-rated insurer, we will notify you in advance in order for you to make an informed decision. We will provide you with confirmation of the market research conducted, comparison of the market terms available, reason for the selection against alternative markets, and whether using the insurer may affect your rights (ability to claim compensation), where applicable.



Quotations

We cannot guarantee that any quotes will be valid for any specific period of time, as any quote given is dependent on insurer rates which can change frequently. Your Insurer has the right to decline your risk, increase the premium, or restrict the policy if any errors or omissions are found in the information disclosed to them. They also reserve the right to withdraw or amend a quotation at any time before the insurance is issued.

Changes to Cover - Receipt of Instructions

We will deal promptly with any requests to increase or amend cover on receipt of your instructions. However, sometimes requested changes cannot be processed without obtaining additional information from you, in which case, we will contact you to advise, in good time. We will confirm changes to your policy, once agreed, in writing. We will also advise you of any extra premiums you must pay or premiums we must return to you. We do not consider instructions to arrange or change cover which are sent to us by post, electronic mail, or facsimile, or left on voicemail, to have been received until they reach the relevant personnel in our offices. We do not accept any responsibility for instructions which do not reach us due to failures in the postal, electronic or telecommunications systems.

Transferred Business

If we take over the servicing of insurance policies mid-term which were originally arranged through another insurance broker or intermediary or directly with an insurer, we do not accept liability for any claim arising out of the advice given by that broker, intermediary or insurer, nor for any errors, omissions, or gaps in your current insurance protection. We would ask you to contact us without delay should any aspect of a policy, which has been transferred to us, causes you concern or if you need an immediate review. Otherwise, we will endeavour to review all transferred policies as they fall due for renewal.

Complaints and compensation

We aim to provide you with a high level of customer service at all times, but if you are not satisfied, please contact us at our trading address shown above. When dealing with your complaint, we will follow our Complaint Handling procedures; a summary of these procedures is available on our website, and on request. We will acknowledge your complaint within **five working days** of receipt, confirm who is handling it, and aim to provide a full written response within **eight weeks**.

If you remain dissatisfied with our final response, you may be eligible to refer the matter to the Financial Ombudsman Service (FOS). Please refer to their website provided below, for further information on FOS eligibility criteria.

You may contact the FOS at:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Tel: 0800 023 4567 (from a landline) or 0300 123 9 123 (from a mobile)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

We are covered by the Financial Services Compensation Scheme (FSCS) for our regulated insurance mediation activities. You may be eligible to make a claim for compensation from the scheme in the event we fail to meet our obligations. This depends on the type of business and the circumstances of the claim. If you are eligible to claim from the FSCS, compensation is available in relation to insurance advising and arranging, as follows:

- 90% of the claim, without any upper limit; or
- 100% of the claim without any upper limit for compulsory classes of insurance (such as Third-Party Motor or Employers Liability).



Further information about compensation scheme arrangements and limits is available from the FSCS on 0800 678 1100 (freephone) or 020 7741 4100, or at www.fscs.org.uk

Payment for our Services / Settlement Terms

Commission:

We normally earn remuneration by receiving a commission payment from insurers or product providers and where applicable finance providers. This amount will typically be calculated as a percentage of the insurance premium, and the percentage will have been contractually agreed with the insurance company. In good time before the conclusion of each insurance contract or, upon renewal, we will remind you of your right to be informed of the level of commission which we receive from insurers or product providers. On request, we will be pleased to provide information about any commission received by us in the handling of your insurances.

The commission we may receive varies depending on several factors including the class of business and complexity of the risk, the insurer and our relationship with them and the amount of administrative work undertaken in order to arrange the cover.

Fees:

We can also earn remuneration by charging you a fee for our services. You will not be asked to pay a fee unless we have given prior notice. Whenever we charge a fee, that amount will be agreed with you in advance where possible, or where the exact amount is not known, we will explain how the fee will be calculated. Our fees will be disclosed to you separately to the insurance premium.

Sometimes we therefore may charge you a fee and earn commission from insurers when placing your insurances. If this applies, we will inform you prior to the policy's conclusion. We will also confirm in advance if any third-party providers we use charge their own fees.

All our commission and fees are treated as fully earned by us once your policy has inceptioned.

Administration Fees:

We will inform you separately if an administration fee applies to your policy. This may include charges for adjustments, renewals or cancellations.

We can also earn remuneration for mid-term adjustments made to your policy by you (we charge a mid-term adjustment fee of £25.00 for each change made of which results in a new quotation being issued). The quote / renewal presentation will tell you the total price to be paid, and of which identifies any fees, taxes, and charges separately from the premium, before your insurance arrangements are concluded. Full payment of premium and fees is due before cover commences, or as otherwise stated under terms of credit, or in the debit note, invoice or statement issued to you. Failure to pay the premium due will mean that your insurance policy might not commence or that it will be cancelled.

General:

Motor Fleet Insurance: where we manage the Motor Insurance Database on your behalf, we charge £10.00 per notification. No fees apply where you retain responsibility for managing the Motor Insurance Database.

You are responsible for the prompt settlement of insurance premiums so that we can make the necessary payments to your insurers. We have no obligation to fund any premiums on your behalf and cannot be held responsible for any loss which you may suffer as a result of a policy being cancelled or otherwise prejudiced due to the late payment of a premium where the delay is attributable to you. We also draw your attention to the sections below headed 'Cancellation of Insurances' and 'Ending your relationship with us'.



Methods of Payment

We only accept payments by cheque, bank transfer, credit/debit card or arranged Premium Finance with a third-party Premium Finance provider. We will give information about Premium Finance payment options when we provide quotations and at renewal.

We may be able to offer a credit facility for you to pay your insurance premium via multiple instalments through the insurer where available, or the following Premium Finance provider; Premium Credit Ltd. Where we can offer such an instalment facility, we do not offer advice in relation to this, but we may ask some questions to narrow down the selection of options available; you will then need to make your own informed choice about how to proceed.

Where you decide to pay by instalments, we act as a credit broker and not as the finance lender. Using premium finance makes the overall cost of the insurance more expensive. A full breakdown of the cost of your insurance and the cost of credit will be provided as part of your new business or renewal quotation before you make a decision on whether to proceed.

We do not charge any fees for introducing you to a finance lender, however, the premium finance providers may remunerate us in the form of commission for their credit broking arrangements with our clients.

Handling your 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. You will be notified if Risk Transfer does not apply, in which case you will need to make payment direct to the insurer.

Unless you tell us otherwise you are consenting to us holding your money in this way. Holding your money in this way means that, in the event we become insolvent, your money remains protected.

We may transfer Client Money to another person, such as another broker or settlement agent, for the purpose of carrying out transactions on your behalf through that person.

We may also transfer Client Money to a professional services firm such as a loss adjuster, surveyor or valuer unless you instruct us otherwise.

Cancellation of insurances / Return Premiums

You should make any request for the cancellation of a policy in writing, and any relevant certificate of insurance must be returned to us or to the insurer concerned immediately.

Please note that any cancellation charges listed herein are the charges we make; your insurer may also charge a cancellation fee in addition. Please ensure that you carefully read the policy documentation from your insurer to ensure you are aware of any such charges.

Consumers

If you are a consumer acting for purposes outside of your trade or profession, you are entitled to cancel your insurance policy for any reason within 14 days of the day of conclusion of the contract (policy), or the day you receive the full policy terms, whichever date is the later. Should you cancel your policy within this period you will be entitled to a refund of premium paid less any deduction made under the terms of the insurers' policy whereby your contract (policy) has incepted, as detailed in your policy documentation. In the event of cancellation, any fees charged throughout the policy, as detailed under the above heading 'Payment for our Services', are not refundable. You will not be entitled to a refund of premium, or commission or fees, if a claim has been made against your insurance policy prior to the cancellation date. For full details of this entitlement and whether you are eligible, please refer to the insurance policy documentation.



In the event of any cancellation outside of this period, your insurer will calculate any refund of premiums paid due back to you by making a deduction under the terms of the policy. You will not be entitled to a refund of premium if a claim has been made against your insurance policy prior to the cancellation date. For full details of this entitlement and whether you are eligible, please refer to your insurance policy documentation.

Commercial Clients

Should you wish to cancel your policy, your request must be made in writing to us, and you should return any relevant documentation. We charge a £100 cancellation fee for commercial client policies. In the event of cancellation, any fees charged throughout the policy, as detailed under the above heading 'Payment for our Services', are not refundable. You may be entitled to a refund of part of your premium as long as no claims have occurred during the time you have been on cover. The refund due may not necessarily be proportionate to the remaining period of cover and additionally you should note the following:

- 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 before the policy expires.
- Insurers do not normally provide a refund where a 'minimum and deposit' premium has been charged.
- Cancellation may not be possible until you return your certificate of insurance to us or your insurers.
- Cancellation of a direct debit does not cancel a policy, and any balance of premium owing may be due.

Consumers & Commercial Clients

We may deduct any unpaid premium or fees from any claim payments or refunds due to you.

If you require any clarification regarding the cancellation of your policy, please check with us before providing cancellation instructions.

Policy Renewal

We do not operate an automatic renewal process. We will contact you in advance of the renewal date to confirm terms for the next period of insurance. It is your responsibility to ensure your policy is renewed before expiry to maintain continuous cover. If you do not wish to renew your policy, please inform us as early as possible. Failure to provide renewal instructions may result in a lapse in cover.

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 or the date of receipt of any outstanding premiums and fees. In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice.

Valid reasons may include, but are not limited to:

- Non-payment of premium or fees;
- Commission clawback by insurers where instructions are given to another party to handle the customer's insurance(s);
- Failure to provide requested documentation or information;
- Deliberate failure to comply with terms set out within the Terms of Business Agreement or insurer's documentation; and
- Deliberate misrepresentation or non-disclosure or attempted fraud, or other instances of "bad faith".

Unless otherwise agreed in writing, if our relationship ends, any transactions 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, together with all fees charged by us for the services provided.

Your responsibilities

Consumers

If you are a consumer, under the Consumer Insurance (Disclosure and Representations) Act 2012, you have a duty to answer any questions in relation to any proposal for insurance cover honestly and to the best of your knowledge, providing complete and accurate information which insurers will require. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover. This is particularly important before taking out a policy, but also at renewal or if you make a mid-term amendment to your policy.

If you fail to disclose information or misrepresent any fact which may influence the insurer's decision to accept the risk or the terms offered, this could invalidate the policy and mean that claims may not be paid.

Commercial Clients

If you are a commercial customer, under the Insurance Act 2015, you have a duty to give a fair presentation of risk to the insurer. This means that you should disclose every material circumstance relevant to the risk being insured following a reasonable search within your business to identify and verify such information. This should include information which you and where applicable your senior management, persons responsible for arranging your insurance or other relevant third parties know or ought to know and should include all information that would influence the judgement of the insurer or that would put the insurer on notice that it needs to make further enquiries.

Examples of material circumstances include, but are not limited to:

- Special or unusual circumstances relating to the risk;
- Any particular concerns which led you to seek insurance cover for the risk; and
- Anything which those concerned with the class of insurance and field of activity in question would generally understand as being something that would be dealt with in a fair presentation of risks for this type of insurance.

The information must be presented in a way which would be reasonably clear and accessible to a prudent insurer. If you are unsure whether to disclose any information you should speak to us. You need to take into account the size and complexity of your business and allow yourself sufficient time before your renewal date to consider and / or assess your insurance requirements.

Failure to provide a 'fair representation' may result in a number of remedies by the insurer. If the breach was deliberate or reckless the insurer can void the contract and keep the premium. If the breach was not deliberate or reckless the insurer can void the contract, proportionately reduce a claim settlement, or amend the insurance policy terms and conditions then review the merits of a claim on this basis.

You should therefore always provide complete and accurate information to us when we ask you about the insurance risks your business faces before taking out a policy, at renewal and throughout the life of the policy. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover.

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. It is important that you read all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Particular attention must be paid to any warranties and conditions as failure to comply with them could invalidate your policy or mean that claims may not be paid.

You must inform us immediately of any changes in circumstances which may affect the services provided by us or the cover provided by your policy.



If you are unsure about any matter, please contact us for guidance.

Underinsurance, Valuations and Building Sum Insured Reviews

It is your responsibility to ensure that the sums insured stated on your policy represent the full rebuilding or replacement value of the property or assets insured, including allowances for professional fees, debris removal, and inflationary cost movements.

We strongly recommend that buildings and contents sum insured are professionally reviewed at least once every three years, or sooner if material improvements, extensions, or purchases are made. This includes reviewing any Building Sum Insured (BSI) figure for accuracy.

Failure to maintain adequate sums insured may result in underinsurance. In such cases, the insurer may apply the principle of average, meaning any claim payment could be reduced in proportion to the level of underinsurance that exists.

Where we refer you to valuation specialists, this is done for your convenience only. John Clark Motor Insurance Services does not accept liability for the accuracy or completeness of any valuation report. You remain responsible for obtaining and maintaining accurate and up-to-date valuations for insurance purposes.

Use of personal data

In your dealings with us, you may provide information that includes data that is known as personal data. The personal data we collect may include data such as your name, address, and wider contact details and, depending on the nature of your policy, data relating to health.

We will gather and process your personal data in accordance with our Privacy Policy which can be found at <https://john-clarkinsurance.co.uk/> and in compliance with the relevant data protection regulations and laws. This notice provides you with the necessary information regarding your rights and our obligations, and explains how, why and when we process your personal data. A paper copy of our Privacy Policy can be provided upon request, free of charge.

It is important that you read and understand this document. If you have any queries in respect of confidentiality and data protection, please contact our Data Protection Appointed Person using the details provided on the Privacy Notice.

Credit checks

We, and other firms involved in arranging your insurance (insurers, other intermediaries, or premium finance companies) may use public and personal data from a variety of sources including credit reference agencies and other organisations. The information is used to help tailor a price, to ascertain the most appropriate payment options for you and to help prevent fraud. Any credit reference search will appear on your credit report whether or not your application proceeds. If you have any questions about this or any other matter, please do not hesitate to contact us.

Combating Financial Crime

We are obliged to conduct reasonable due diligence to protect you and us against the risk of financial crime. We may require you to provide evidence to assist us with verifying your identity and any payment details you provide to us to ensure that the transactions that we conduct on your behalf are legitimate.

Neither party shall be involved in the offering, promising or giving of any financial or other advantage to any person in breach of any applicable anti-bribery laws (including the Bribery Act 2010). We are obliged to report evidence or suspicion of financial crime to the relevant authorities at the earliest reasonable opportunity and may be prohibited from disclosing any such report to you.



We shall not provide any services, provide any benefits, or make any payments to any client that is the subject of any trade and economic sanctions or embargos or provide services to any client located, organised in or resident in a country or territory that is the subject of comprehensive country sanctions.

We will carry out checks of the consolidated list of financial sanctions targets designated by the United Nations, The European Union and the United Kingdom and maintained by the Office of Financial Sanctions (OFSI) for all customer transactions. If sanctions apply, we are obliged to report the transaction to the relevant authorities and, in such cases, we shall not make any further payments or process already notified claims and insurers may invoke cancellation rights to terminate affected insurance contracts.

Conflict of interests

Occasions can arise where we or one of our associated companies, clients or product providers may have a potential conflict of interest with business being transacted for you. If this happens, and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment.

Claims handling arrangements

You should take note of the required procedures in the event of a claim, which will be explained in the policy documentation. Insurers require immediate notification of a claim or circumstances which might lead to a claim. Failure to notify insurers immediately can prejudice their position and investigation and result in the repudiation of the claim. Please notify us immediately within our office hours of any incident or accident that could result in a claim, we will inform the insurer without delay. Alternatively, you can contact the Insurers directly as per the claim procedures contained within the policy documentation. We will employ due care and skill if we assist you in respect of a claim.

Other taxes or costs

Please note there is a possibility that other taxes and/or costs may exist in respect of products and services offered by us, which are not paid through or imposed by us.

Call recording

Please note that calls to us may be recorded.

Governing law

This agreement shall be governed by the laws of England and Wales and the parties agree herewith that any dispute arising out of it shall be subject to the exclusive jurisdiction of the English Courts.

Variations

We may vary the terms of this agreement from time to time. We will notify you of any change to these terms in your renewal invite, these will be sent to you in good time before the expiry date of your insurance policy so that you can make an informed decision about whether to renew your policy on the new terms.

Statutory rights

Agreement to our Terms of Business does not affect your statutory rights.

Entire Agreement

This Terms of Business Agreement constitutes the entire agreement between you and John Clark Motor Insurance Services in relation to the services we provide. It supersedes and replaces any previous version or other agreements, understandings, or representations relating to those services.



Any changes or amendments to this agreement must be made in writing and will only take effect when confirmed by us. Nothing in this clause affects any rights or remedies available under law.

Vulnerable Customers

We understand there may be times when you are experiencing challenges or require additional support. Please let us know if any additional assistance or adjustments need to be made.

Alternative Versions of this Document

If you would like this document in larger print or in another format, please contact us.

JOHN CLARK MOTOR INSURANCE SERVICES 28th September 2026

ENDS