



TERMS AND CONDITIONS

We accept instructions from Underwriters Insurers and Financial Institutions subject to the below terms and conditions. It is upon this basis that we will undertake work on their behalf. The below terms are applicable to any instructions received.

Definitions

- Borrower - a company or individual who has a contract of loan provided by way of a financial contract from a Financial Institution and who is committed to repayments under that specified contract.
- Financial Institution - a bank or a finance company offering loans, mortgages, leases or other financial commitments to a borrower and by which the company retains a financial lien and interest in the property in question.
- Insurer - an Underwriting Syndicate, Insurance Company or Intermediary offering a contract of insurance and policy to a Policyholder
- Policyholder – the client of an insurers and whose insurance claim or other matter arising under a policy of insurance is the subject matter of the Principal's instruction to us and referred to as the Assured.
- Principal – this may mean an Insurer, Financial Institution, Surveyor or Loss Adjusting Company from whom we accept instructions.

Instructions

- We will accept instructions from a Principal in writing by email or by telephone.
- We will provide our file reference and confirm the receipt of instructions within 24 hrs.
- We require a confirmation of an instruction in writing with all supporting file documents for the particular instruction from a Principal, along with their file reference for the case within three working days of the issue of that instruction.

Our Procedures

- We will make all attempts where possible to make contact with the Assured and other relevant parties and where appropriate a Borrower, and confirm our instruction and interest in writing either by email within 24 hours of instruction.
- We will acknowledge all communications between the parties within 24 hours where possible, taking the appropriate action as deemed necessary.

- We will make all attempts to have contacted all parties involved or indirectly involved (e.g. Police authorities, Fire authorities, Coastguard authorities etc) within 48 hours of receipt or the instruction or as deemed necessary.
- We will endeavor to carry out any examination required and meet with the relevant parties within 5 days of receiving an instruction; however, this is always case depending and subject to availability of the parties and mutual convenience of all parties involved. The right of deferral of examination and meeting with relevant parties is reserved according to the case logistics.
- In our correspondence and communications with any party and in particular any Assured or Borrower, it will be made clear that our interest in the case will be strictly without prejudice to the question of our Principal's liability.
- Our Principals will normally be updated of any meeting or attendance within 48 hours of the meeting and/or examination. Where this is not possible, we will endeavor to provide our Principal with an estimated time scale and provide and update as soon as possible.

Data Protection

- We are registered with ICO UK, adhere to all applicable GDPR regulations and relevant Data Protection laws applying to the undertaking of our work as Loss Adjusters and consultants to our Principals. Information Commissioners Office Reference ZA619201.
- Any communication issued by us to our Principal must be treated confidentially and not disclosed to any third parties, unless by prior written consent from us. A breach of this condition will be regarded as a breach of contract between us and our Principal. We reserve the right to take such remedial legal measures that may be required should failure to maintain confidentiality occur.
- We may seek Data Protection Act consent and release from the Policyholder or Borrower in certain cases to satisfactorily perform our duties and complete a report to our Principal.

Liability and Professional Indemnity Insurance

- The services that we provide are solely for our Principal and (except with our express written agreement) no other person shall be entitled to rely on our advice or services for any purpose.
- Our total liability whether in contract, tort or otherwise, for all losses or damages as a result or in connection with the Principal's instructions, shall be limited to £250,000.00. This limit applies to all causes of action against us in respect of, or arising from, or in any way connected with, the work we undertake for our Principals (or their Policyholder or Borrower). Where we act for more than one client in a matter, this £250,000.00 limitation applies to our aggregate liability to all of them.
- The provision directly above shall have no application to any liability for death or personal injury, any other liability that cannot lawfully be excluded or limited or to liability arising as a result of fraud on our part.
- We hold an insurance policy with an indemnity limit of £1,000,000. All of our rights and remedies in law are reserved in relation to any allegation of negligence, which may be made by any party including our Principal, their Client and any other party involved.

- The Principal acknowledges and agrees that the normal claims process carried out by the Loss Adjuster / Surveyor may involve correspondence, requests for information, investigations, or other reasonable steps necessary for the assessment, administration, and resolution of insurance claims.
- The Principal further agrees that, to the fullest extent permitted by law, no claim, demand, or cause of action shall be made or pursued by any party against JS Adjusters its directors, officers, employees, representatives, or agents in respect of any alleged stress, anxiety, emotional upset, or associated bodily injury said to arise solely from the proper and lawful conduct of such claims handling activities.
- The Principal hereby releases, indemnifies, and holds harmless JS Adjusters its directors, officers, employees, representatives, and agents from any liability, loss, cost, or expense (including legal fees) arising from or connected to such allegations as a result of dealing with any involved party pertaining to the applicable claim, except to the extent caused by negligence, willful misconduct, or breach of applicable law by [JS Adjusters].

Storage of Data

- We retain archived files for 6 years in digital format, further to which they are deleted from our system. Please let us know in writing if you have any objection.
- Our Principals also agree to meet the reasonable costs of accessing archived files in off-site storage for reasons that do not relate to on-going work.

Instructing Third Party Experts

- We shall not be responsible for any actions, omissions, errors or deficiencies of any third party experts our Principals ask us to recommend or whom we instruct on our Principal's behalf. Unless we agree in writing to the contrary, our principals will contract directly with such third parties and be directly responsible for their fees and expenses, which will be provided prior to the instruction.
- The instructing Principal further agrees to indemnify and hold harmless JS Adjusters from and against any and all claims, demands, actions, proceedings, liabilities, losses, damages, costs, and expenses (including legal fees) arising out of or in connection with the appointment, acts, or omissions of any Expert.

Rights of third parties

- A person or company who is not a party to this contract will not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

Our Charges

- Our charges may vary at any time according to circumstances prevailing, claim quantum, type of insurance claim and specialist knowledge required.
- For details of charges prevailing at any time on any individual case we invite our Principals to make a written request prior to work proceeding. Otherwise, we deem that our Principal will have accepted our terms of charging by default.

- We reserve the right to select our choice of transport, accommodation and other necessary functions to carry out our duties.
- Our expenses and disbursements including post, email, telephone, and travel etc will be separately itemized in our invoice breakdown and charged according to costs incurred at cost at the approximate exchange rate if incurred in foreign currency.
- Where possible we will share our expenses between cases and other clients, should more than one instruction be undertaken during a visit abroad.

Frequency of Billing

- We reserve the right to issue an interim fee note on any case after one month of receipt of instructions, should this be deemed necessary. We will provide updates concerning our costs as requested by the Principal thereafter, according to the needs of the individual case.
- We reserve the right to issue an initial non-refundable deposit invoice in certain cases where significant disbursements are likely to arise and where the instruction is from a new Principal.

Payment of Accounts

- Our invoices should be paid within 30 days from the date of issue.
- Should payment exceed these terms, then we reserve the right to add interest at the Bank of England base rate plus 5% per day.
- If the above mentioned terms are exceeded by more than six months then we reserve the right to add interest at the Bank of England base rate plus 10%. We will retain all of our Principal's papers and documents until all payments due have been settled.

Governing Law

- These Terms and Conditions, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- We and our Principals irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). Date of inception for these terms and conditions are effective from the 1st March 2025, but are deemed to be retrospective for the purposes of clarity of understanding, as may be required.
- Each of the parties to this Agreement irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in connection with this Agreement or its formation or validity and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of England.

Copyright

- We reserve all rights and remedies in law regarding respective Copyright of our reports. All of our reports are subject to Copyright and may not be amended, altered or changed in any format or manner whatsoever.

For the purposes of these Terms and Conditions, all references to “[JS Adjusters]” shall be deemed to include and apply equally to all of its underlying, affiliated, and associated fiscal or legal entities, subsidiaries, or companies operating under the “[JS Adjusters]” brand, whether presently existing or established in the future. All such entities shall be entitled to enforce, and shall benefit from, the rights, limitations, disclaimers, and obligations contained herein to the fullest extent permitted by law.