



Cherish Insurance Brokers Limited

Registered office: Carlson House, Bradfield Road,
Wix, Manningtree CO11 2SP

Registered in England No. 2781995

Tel 0800 197 2770 (freephone) or
01255 871965 (0044 1255 871965 from outside UK)

Email enquiries@cherishinsurance.co.uk

Web www@cherishinsurance.co.uk

Terms of Business

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.

We draw your particular attention to:

- The section headed 'Use of personal data' and specifically the paragraph explaining how 'sensitive personal data' will be used.
- The section headed 'Handling money', which explains our terms for handling client money.
- The section headed 'Credit checks' which explains that credit checks may be conducted.

For your own benefit and protection, you should read these terms carefully. 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.

The Financial Conduct Authority

Cherish Insurance Brokers Limited is authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 304153.

Our permitted business is introducing, advising, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts.

In addition we hold permission for arranging credit.

You may check this on the Financial Services Register by visiting the FCA website, www.fsa.gov.uk/register/ or by contacting the FCA on 0800 111 6768.

Our service

Helping you to decide

For commercial customers

In providing our service, we may sometimes act as an agent of the insurer. We will confirm the capacity in which we will act for you before undertaking any relevant transactions on your behalf.

For all other customers

Our role is to advise you in relation to the insurance and, after we have assessed your needs, to make a suitable recommendation. Where we can offer the availability of an instalment facility in order to pay the insurance premium by regular premiums, 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 choice about how to proceed.

We will not provide further advice or recommendations following the arrangement of insurance cover, unless you notify us of a material change of circumstances or formally request that we review your insurance arrangements. At renewal, unless we give you a quote for cover with an alternative insurer, we will not offer advice or make recommendations (unless you request this during the renewal process). We will not in any circumstance guarantee the solvency of any insurer.

Our product range and the range of insurers used

Whilst we can select personal and commercial insurances from a limited number of insurers, for most clients we only offer products from a single insurer.

- a. For owner occupied home insurance we will usually provide cover under our Cherish Home Insurance product which is underwritten by AXA Insurance UK plc. Where this cannot be provided we will provide alternatives from a limited number of insurers. You may ask us for a list of the insurers we deal with for these products.
- b. For second home insurance we only provide cover under our Cherish Second Home Insurance product which is underwritten by AXA Insurance UK plc.
- c. For members of HM Forces (including attached civilians residing outside the UK) we will offer you either Forces Plan or Cherish Home insurance with a forces extension, depending on your circumstances. These policies are underwritten by AXA Insurance UK plc.
- d. For residential property owners, we will usually provide cover under our Cherish Residential Landlord product which is underwritten by AXA Insurance UK plc. Where this cannot be provided we will provide alternatives from a limited number of insurers. You may ask us for a list of the insurers we deal with for these products.
- e. For travel and small commercial packages (excluding products for residential property owners) we will select from a limited number of insurers. You may ask us for a list of the insurers we deal with for these products.

If we propose using another intermediary to help place your business, we will confirm this to you in good time before any arrangements are finalised.

Were we deal directly with the Insurer we may be able to offer finance for insurance instalments through the insurer.

If we have used another intermediary they may be able to offer finance for insurance instalments and we will give you further information about this before we finalise your instalment arrangements.

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 our Managing Director at the address and phone number shown above or by email to neil@cherishinsurance.co.uk.

When dealing with your complaint, we will follow our complaint handling procedures. A summary of these procedures is available on request. If you are still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS).

Access to the FOS is available for complainants coming within one of the following categories at the time we receive their complaint:

- Consumers (e.g. private individuals)
- Businesses employing fewer than 10 persons and with a turnover or annual balance sheet total not exceeding €2 million
- Charities with an annual income of under £1 million
- Trustees of a trust with a net asset value of under £1 million.

Full details are shown on the FOS website at www.financial-ombudsman.org.uk.

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. If you are eligible to claim from the FSCS, compensation is available as follows:

- Insurance advising and arranging is covered for 90% of the claim, without any upper limit.
- For compulsory classes of insurance (such as Third Party Motor or Employers Liability), insurance advising and arranging is covered for 100% of the claim without any upper limit.

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

Payment for our services

We receive commission from insurers or product providers and we do not make any other charges to you for our services. On request, we will be pleased to provide information about any commission received by us in the handling of your insurances.

You will receive a quotation which will tell you the total price to be paid, and which identifies any taxes and charges separately from the premium, before your insurance arrangements are concluded. If we have placed your policy through another intermediary they may charge fees and these will also be identified.

We also draw your attention to the sections headed 'Cancellation of insurances' and 'Ending your relationship with us'.

Handling money

We act as agents of the insurer in collecting premiums and handling refunds due to clients. Such monies are deemed to be held by the insurer(s) with which your insurance is arranged.

Cancellation of insurances

In respect of Cherish Home policies, Cherish Second Home policies, Cherish Residential Landlord policies and specialist Forces products, you should make any request for the cancellation of a policy by phone, email or writing via the contact details above. For any other policies, the request should be made in writing and any relevant certificate of insurance must be returned to us or to the insurer concerned.

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.

You have the right to cancel your policy within 14 days. You can do this by email to enquiries@cherishinsurance.co.uk. We do not make a charge to cover our administration costs for setting up this policy.

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 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.

Your responsibilities

You are responsible for answering 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 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 are a commercial customer, please be reminded you are responsible for providing the complete and accurate information which insurers require at inception, renewal and throughout the life of a 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.

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.

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.

Use of personal data

We will process any personal information we obtain in the course of providing our services to you in accordance with the Data Protection Act 1998.

In administering your insurances it will be necessary for us to pass such information to insurers and other product or service providers which may also provide us with business and compliance support.

We may also disclose details to relevant parties, as necessary, to comply with regulatory or legal requirements. We may contact you in order to promote products or services which may be of interest to you. We will not otherwise use or disclose the personal information we hold without your consent.

Some of the details you may be asked to give us, such as information about offences or medical conditions, are defined by the Act as sensitive personal data. By giving us such information, you signify your consent to its being processed by us in arranging and administering your insurances.

Subject to certain exceptions, you will be entitled to have access to your personal and sensitive personal data for which you will be charged a fee of £10. If at any time you wish us, or any company associated with us, to cease processing any of the personal data or sensitive personal data we hold, or to cease contacting you about products and services, please write to our Managing Director at the address and phone number shown above or by email to neil@cherishinsurance.co.uk

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.

Conflict of interests

Occasions can arise where we, or one of our 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. Generally, insurers require immediate notification of a claim or circumstances which might lead to a claim. We will employ due care and skill if we act on your behalf in respect of a claim.