

# Cherish Insurance Brokers Limited

## Terms of Business effective 25<sup>th</sup> May 2018

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|---------------------------|---|
| Registered office         | Venture House, 20/20 Business Park,<br>St Leonards Road, Maidstone ME16 0LS |
| Registered in England No. | 02781995  |
| Telephone                 | 0800 197 2770 or 0044 1255 871965 and select option 2                       |
| Email                     | <a href="mailto:enquiries@forcesplan.co.uk">enquiries@forcesplan.co.uk</a>  |
| Web                       | <a href="http://www.forcesplan.co.uk">www.forcesplan.co.uk</a>              |

### Accepting our Terms of Business

By asking us to quote for, arrange or handle your Forces Plan Premium Kit & Home policy, 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.

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

We are 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. You may check this on the Financial Services Register by visiting the FCA website, <http://register.fca.org.uk/> or by contacting the FCA on 0300 500 8082

### Our service

Helping you to decide

Our role is to advise you in relation to the insurance and, after we have assessed your needs, to make a suitable recommendation.

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 insurances from a limited number of insurers, for most clients we only offer products from a single insurer.

For members of HM Forces including attached civilians requiring cover for kit and/or personal possessions we will offer you either **Forces Plan Kit Essentials** or **Forces Plan Kit & Home** depending on your circumstances. These policies are underwritten by AXA Insurance UK plc.

### 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](mailto: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.

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 020 7741 4100 or [www.fscs.org.uk](http://www.fscs.org.uk).

### Payment for our services

We receive commission from insurers or product providers and we also charge an administration fee 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.

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

### Handling money

In respect of this policy all premiums are paid directly to the insurer.

### Cancellation of insurances

You may cancel this policy at any time by giving notice to Cherish Insurance Brokers Limited via the Forces Plan website at [www.forcesplan.co.uk](http://www.forcesplan.co.uk) or by mail, telephone or email. Please see page 18 of your policy for full terms and conditions.

### 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 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 the Statement of Facts and pay particular attention to any declaration you may be asked to sign including online declarations.

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 are committed to protecting your personal information. We will use personal information about you fairly and lawfully, primarily in connection with the provision of insurance. Full details can be found in our Privacy Notice at [enquiries@forcesplan.co.uk](mailto:enquiries@forcesplan.co.uk) which specifies the information we may collect on you and from whom, how and why we use this information, how we may share and disclose the information and the retention of your data. In some instances we may need to seek your consent before processing such data. We will always make it clear to you when and why we are seeking your consent. A hard copy of the Privacy Notice is available on request.

You have a number of rights (including the right of access to see personal information about you that is held in our records) and these are detailed in the Privacy Notice but for any questions or concerns relating to the Privacy Notice or our data protection practices, or to make a subject access request, please contact the Managing Director at the address shown at the top of this document."

### 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.