

Terms Of Business (TOBA)

This TOBA sets out our terms and conditions and IS effective once it is received by you; and will remain in force until we issue a revised version.

Information we will need from you

We will ask you a series of questions to establish your demands and needs and it is important that you answer each and every question and provide us with full information. Please ask the advisor to explain what is needed to you. Your answers will form the basis of the insurance contract we arrange for you, which will satisfy your demands and needs. It is vital that we obtain full and correct information from you, in order to avoid a situation where an Insurer has not been made aware of all material facts. Material facts are those which are likely to influence the Insurers acceptance of your proposal. Such cases could lead to an increased premium or the Insurer declining to pay a claim.

Our quotation to you

Cheshunt Central Consultants Ltd are Independent Insurance Intermediaries acting on your behalf to arrange your insurance cover. We offer a wide range of insurance products and have access to leading insurers in the market place. The product quoted and offered to you is from a fair analysis of the insurance market. As we consider a wide range of providers, we are able to discuss your demands and needs and so establish a product best suited to you. Certain products will be offered from a panel of Insurers; and the names are available to you on request. Certain products will be offered from a single provider and you will be advised when this is the case. All premiums quoted are inclusive of HM Government Insurance Premium Tax (ipt). We reserve the right to withdraw premium indications before they are taken up and to apply any changes notified to us by underwriters after the indication has been given. You must be aware that certain Insurers and Finance Providers require your credit rating to be checked prior to arranging insurance and finance.

Service

Our service includes: advising you on your insurance needs, arranging your insurance cover with insurers to meet your requirement (demands and needs) and helping you with any ongoing changes you have to make.

Administration charges

In addition to the premiums charged by insurers, we may at our discretion make the following charges to cover our administration costs for the following specified activities. Cheshunt Central Consultants Ltd reserve the right to alter or vary these charges without prior notification to yourselves.

Policy Arrangement Fee - From £20.00

Mid Term Adjustments - From 10.00

Renewal Brokerage - From £10.00

Cancellation of your Policy - From £25.00

Please note that insurers reserve the right to not allow refunds of premium following a claim or intimation of a claim under the policy.

Paying By Installments

Charges for premiums payable by installments are as follows:-

3 Months - £30.00 & 4 Months - £40

Direct Debit over 10,11 or 12 payments - Variable (Full details upon request and are subject to terms and conditions). If you elect to pay premiums by any of the installment plans offered then it is agreed that in the event of any amount due relating to this insurance for which I make application not being paid in full when due, or in the event of any cheque being dishonored, authority is hereby given to Cheshunt Central Consultants Ltd to terminate all cover in respect of the insurance for which I make application. We may keep certain documents such as your Certificate of Insurance, Policy Schedule or any other relevant documents while we are awaiting full payment of premiums and or administration charges. In these circumstances we will ensure that you receive full details of your insurance cover and will provide you with any documents which you are required to have by law. Please note that by transacting business with Cheshunt Central Consultants Ltd you specifically agree to abide by our terms.

Cancellation of Policy

You have certain rights in the early stages of a policy life and these are shown in the insurer's policy details document. If you wish to cancel your policy we will require your instructions in writing. In the case of motor insurance, you must also return your Certificate of Insurance or if mislaid a Lost Certificate Declaration. You may be due a refund of part of your premium as long as there have been no claims during the period you have been on cover. Please note that if paying by direct debit cancellation of the mandate at your bank DOES NOT CANCEL your policy. Both your insurers and we reserve the right to pursue any outstanding monies due in this event. Policies vary between insurers and any refund due will be calculated on the insurers cancellation scale and will be less our commission earned for the arrangement of the policy and the administration charge. No refunds will be given on short period policies (i.e. those which last less than 12 months). In addition installment charges, Uninsured Loss Recovery, Household Legal Expenses cover and Breakdown Cover are non-refundable products which will be deducted from your refund.

Ownership

There is no ownership between Cheshunt Central Consultants Ltd and any insurer.

Tacit renewals

In the event that your renewal is paid by insurer instalments, we will notify you prior to the renewal date of the premium and terms and conditions that will apply. Unless we hear from you on or prior to renewal date, your policy will be renewed and payments will continue to be taken from your account.

Premiums received

Premium received from you will be held by us as Agent of the Insurer and the account is designated as per the relevant regulatory rules. We pass premium received from you to the insurer when requested. We earn a commission for arranging your insurance and this goes towards our administration costs.

Consumer vulnerability

As a regulated firm we are required to make the necessary enquiries to ensure that you are able to meet any payments to the Insurer, finance provider and our administration fee or charges. We are also required to have in place systems and controls and disclosure information which ensures that you are receiving the product which best suits your demands and needs and have received a full explanation of each product before you proceed with your purchase. If you require additional information or explanation we ask that you request this when seeking a quotation and / or when purchasing an insurance product from us.

Finance and Credit checks

In the event that your insurance has been arranged on finance, we will advise you of the name of the finance provider, the initial amount required by the Insurance Company and the additional premium you will be required to pay if you select to pay on premium finance. We will also advise you of the amounts you will be required to pay and when; and you should be aware that certain Insurers and Finance providers may carry out credit checks when arranging your insurance. Please read the information provided by your finance provider carefully, including the cancellation arrangements, in conjunction with our Terms of Business Agreement and your Insurers information. We receive income from the finance provider for arranging your insurance payments with them.

Financial Crime

Please be aware that current UK money laundering regulations require us to obtain adequate 'Know Your Client' information about you. We are also required to cross check you against the HM Financial Sanctions List as part of the information gathering process. We are obliged to report to the Serious Organised Crime Agency any evidence or suspicion of financial crime at the first opportunity and we are prohibited from disclosing any such report. We will not permit our employees or other persons engaged by them to be either influenced or influence others in respect of undue payments or privileges from or to insurers or clients.

Motor Insurers Database

Please note that all insurers exchange information with each other through various data bases to help them check the accuracy of information provided to them, and also to prevent fraudulent claims. In addition, all insurers supply details of motor insurance policies to a database to which the police and other insurers have access. This helps the authorities to detect people who break the law by not taking out relevant insurance and insurers to pursue claims following accidents.

Claims

In the event of a claim or potential claim under your policy, please in the first instance refer to the claims procedure outlined in the policy documents you have been provided with. If the policy cannot be found please contact us in the usual manner in order we can advise you of the appropriate procedure. If you are unsure of any matter regarding a claim or potential claim or simply require advice, please contact us either in person at our address or by telephone and we will endeavor to assist.

Confidentiality and Data Protection

All personal information about you will be treated as private and confidential. We will only use and disclose the information we have about you in the normal course of arranging and administering your insurance, and will not disclose any information to any other parties without your prior consent. We may use information we hold about you to provide information to you about other products or services which we feel may be appropriate to you. We may pass information about you to credit reference agencies for the purposes of arranging insurance quotations, payments by installments or credit facilities, and may also pass to them details of your payment record with us. Your data is held in compliance with legislative requirements.

Complaints

We intend to provide you with a high level of service at all times. However in the unlikely event that you have a complaint with regard your insurance cover, please in the first instance contact Mr A Dunn either verbally or in writing at Cheshunt Central Consultants Ltd and he will endeavor to assist you. If you are still not satisfied with our response you have access to the Financial Ombudsman Service (FOS) who may be contacted at 25 The North Collinade, Canary Wharf, London E14 5HS. Tel no 02070661000. A formal complaints procedure may be found in your policy document or available upon request. Please note that our uninsured loss recovery service, household legal expenses are not insurance product and are not covered by the FSA code.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. 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. Insurance advising and arranging is covered for 100 for those products where insurance is compulsory. Non-compulsory products are covered on a flat 90 basis. Further information about compensation scheme is available from the FSCS.

Law

This agreement shall be governed by the Laws of England, Wales or Scotland and the parties agree herewith that any dispute arising out of or shall be subject to the (non) exclusive jurisdiction of the relevant Court.

Trading Names

Cheshunt Insurance, Clover Insurance and Specialist4 are trading names of Cheshunt Central Consultants Ltd.

Declaration

I confirm that I have read and fully understood all of the above and that I agree to be bound by these terms and conditions.

We are directly authorised and regulated by the Financial Conduct Authority (FCA) and we aim to provide you with a high level of service at all times. Our FCA number is 651377. The FCA regulates sales, advisory and service standards to make sure general insurance customers are treated fairly. As an FCA member, our services are regulated to ensure that we comply with the code for Consumers and Commercial Customers. 'Consumers' and 'Commercial Customers' are terms defined by the FCA. Copies of the FCA rules are available for all customers. If you require a copy please refer to www.fca.org.uk or contact us at the address below.

Cheshunt Central Consultants Ltd. 42 High Street, Cheshunt, Herts. EN8 OAQ

Web. www.specialist4.co.uk Email info@specialist4.co.uk Tel No 01992 630095

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