



298 Wimborne Road  
Winton, Bournemouth  
BH9 2HN  
Telephone: (01202) 778000  
Fax: (01202) 517703  
Email: [chubb@chubbinsurance.co.uk](mailto:chubb@chubbinsurance.co.uk)  
Internet: <http://www.chubbinsurance.co.uk>

## CHUBB INSURANCE BROKERS LTD

### 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; and

The section headed 'Handling money', which explains our terms for handling money.

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 298 Wimborne Road, Winton, Bournemouth BH9 2HN.

#### THE FINANCIAL SERVICES AUTHORITY

Chubb Insurance Brokers Ltd is authorised and regulated by the Financial Services Authority (FSA). Our FSA Register Number is 304399. Our permitted business is advising, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts. You may check this on the FSA's Register by visiting the FSA website, [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

#### OUR SERVICE

We provide advice and make a suitable recommendation after we have assessed your needs. In situations where we are able to arrange insurance for you but do not offer advice, we shall confirm the position to you in writing.

We also source and arrange products but do not offer advice or make recommendations, when you arrange your own cover via our websites [www.chubbinsurance.co.uk](http://www.chubbinsurance.co.uk) and [www.chubbcompare.co.uk](http://www.chubbcompare.co.uk). However, we may ask some questions to narrow down the selection of products on which we will provide details. You will then need to make your own choice about how to proceed.

We will not in any circumstances act as an insurer nor guarantee or warrant the solvency of any insurer. We select personal and commercial insurance products from a range of insurers but, for certain products, we may only deal with a single insurer or select from a limited number of insurers. A list is available upon request. You will be advised if we are selecting from a limited range or a single insurer before finalising your insurance arrangements with us.

#### COMPLAINTS AND COMPENSATION

We aim to provide you with a high level of customer service at all times, but if you are not satisfied, contact us at the address overleaf.

If you are still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service (except in the case of a business with a group annual turnover of £1m or more, a charity with an annual income of £1m or more or trustees of a trust with a net asset value of £1m or more).

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. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder 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 7892 7300 or [www.fscs.org.uk](http://www.fscs.org.uk).

## **PAYMENT FOR OUR SERVICES**

We normally receive commission from the insurers or product providers and on occasion we may make additional charges, which will always be advised in advance. You will receive a quotation which will tell you the total price to be paid, showing any fees, taxes and charges separately from the premium, before your insurance arrangements are concluded. The following maximum fees will also apply to all policies: -

- |   |        |
|---|--------|
| 1) Duplicate Certificate/Policy/Cover-Note or mislaid Certificate, Proof of No Claims Bonus (other than original renewal notice), Duplicate/Replacement Policy, and second or further change of driver or vehicle during insurance year | £10.00 |
| 2) Recorded delivery letter (e.g. cancellation due to non-payment)  | £15.00 |

Cancellation fees are detailed in the section 'Cancellation of Insurances'.

## **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 (Risk Transfer).

If cover is arranged with an insurance undertaking, which does not provide Risk Transfer we will forward your cheque payable to the insurance undertaking on your behalf, but cover will not commence, until the payment is received by the insurer.

## **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 details the steps we will take to ensure fair treatment.

## **CANCELLATION OF INSURANCES**

You should make any policy cancellation request in writing and any relevant certificate of insurance must be returned to us, or the insurer. 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. In the event of cancellation commission earned by us in placing or arranging the insurance is non-refundable up to a maximum of £200. We reserve the right to withdraw and cancel insurances if you fail to pay premiums or instalments on demand or you fail, within seven days, to provide any documentation or information requested by us in writing.

## **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, together with all fees charged by us for services provided.

## **YOUR RESPONSIBILITIES**

You are responsible for providing the complete and accurate information, which insurers require in connection with any proposal for insurance cover. This is particularly important before taking out a policy and at renewal, but it also applies 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 Fact 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, other product or service providers and compliance support. We may also disclose details to relevant parties, as necessary, to comply with regulatory or legal requirements. 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 it 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 may be charged a fee of up to £10.00. 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 us at 298 Wimborne Road, Winton, Bournemouth BH9 2HN.

### **TELEPHONE RECORDING**

Telephone calls may be recorded for training and for our mutual protection.

### **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.

CHUBBCompare and Chubb Insurance Brokers are the trading names of Chubb Insurance Brokers Limited. Chubb Insurance Brokers Limited is registered in England (No. 3865421). Registered address: Richmond Court, 216 Capstone Road, Bournemouth BH8 8RX.

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