

# Our Terms of Business Agreement for Consumers

**This document details our service and our arrangements for dealing with your insurance. Please read it carefully and retain a copy for your records.** The English language will be used for all communications, the contractual terms and conditions, and any information we are required to supply to you, before and during the duration of the contract and this agreement shall be subject to English Law. We have designated you as a Consumer, which means your insurance requirements are NOT related to a trade or business.

**The Financial Conduct Authority** is the independent watchdog that regulates financial services. Boshers Ltd is authorised and regulated by the Financial Conduct Authority for insurance distribution activities and as a Credit Broker. Our FCA Register number is 224623. You can check our status at <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768. Our permitted business includes advising, arranging, dealing in, and assisting with the placing & administration of General Insurance policies.

**Data  
Protection  
How we treat  
Information  
You give to us  
(Our Privacy  
Statement)**

We are a data controller, and our data protection officer is Nicola Lavington. We act as Your agent and will collect data, including personal information and risk details, solely to enable us to obtain and provide insurance quotations, arrange, and administer Your insurance. Data collected by us is contractual, and for Our legitimate business interests as an insurance intermediary and We will be unable to offer any quotation or insurance if You refuse to provide certain personal data, including health, financial and criminal records data which is collected under the lawful basis of public interest, where these would affect the provision of cover and/or performance of insurance contracts.

If you have given your consent, we may use the information to keep you informed of other services or products we think may be of interest, including a monthly email newsletter from which you can unsubscribe.

Your information will be held securely by us and shared with insurers, which could include reputable providers outside the EU, to enable them to provide accurate terms. Insurers, or us on their behalf, will also obtain data about You and Your insurance history from various insurance anti-fraud databases, such as the Claims and Underwriting Exchange (CUE) as well as publicly available websites and 'soft checks' with credit referencing agencies, which will not affect your credit rating. We will not give anyone else any personal information except on Your instructions or authority, or where we are required to do so by law, or by virtue of our regulatory requirements. Information about You and Your insurances will be held while you are a client, and for at least three years, and for six years after expiry of your policies, or for as long as we are required to do so by Law, or by agreement with Insurers. Under the Data Protection Act all data subjects have the right to see, and correct, personal information about them that We hold. Please write to our data protection officer at our usual office address if You wish to exercise Your rights or have a complaint about our use of Your data.

**Our Service  
to you and  
the Products  
we offer**

**We are an insurance intermediary**, who acts on our customers' behalf in arranging insurance. Our services include: assessing Your insurance needs and personally recommending policies most suitable to You; arranging Your insurance cover with insurers to meet Your requirements; and helping You with any ongoing changes You have to make.

For home insurance products including second homes that are not commercially let, we offer policies from a single insurer, Ecclesiastical. We operate under a delegated authority so we will act as their agents in certain circumstances, and We will always advise you where this is the case.

**We will advise and make a personal recommendation** for You after we have assessed Your demands and needs. Our advice will be confirmed in a demands & needs and suitability statement, giving reasons for our recommendation.

#### Sums Insured

**Sums Insured** You will be responsible for ensuring that all sums insured are adequate for the cover requested. Although the property sums insured are index-linked, you are responsible for ensuring that the sums insured remain accurate and we recommend that you revalue regularly. If you are in any doubt as to the rebuilding sum insured you need, we recommend that you seek advice from a Royal Institute of Chartered Surveyors (RICS) surveyor, alternatively desk top valuations are available from RICS approved companies.

**Inadequate Sums Insured** In the event of a claim where underinsurance applies, the claim settlement will be reduced proportionately. This means that for example if you are one third under-insured any claim may be reduced by one third and you will be responsible for funding the shortfall.

#### How to make a claim

**Reporting Claims** As part of our service, we will assist you with any claim you need to make and tell you what your responsibilities are in relation to making claims. All incidents which could lead to a claim must be reported as soon as practicable. Your insurer's claims contact number is shown in your policy.

**The Financial Services Compensation Scheme (FSCS)** We are covered by the Financial Services Compensation Scheme (FSCS). Insurance advising and arranging is covered for 90% of the claim, without an upper limit. For compulsory insurances (for example, motor insurance and employers' liability insurance), insurance advising and arranging is covered for 100% of the claim, without an upper limit. Further information about compensation scheme arrangements is available from the FSCS.

#### Paying your insurance premiums

##### Information on Payment Options and How we will treat Payments You make to Us

We normally accept payment by bank transfer by credit/debit cards – Visa, Mastercard, and by cheque. You may be able to spread your payments with finance facilities offered by Close Brothers Premium Finance, however rates and acceptance may be subject to a credit check. We will give you full information about your payment options and the finance agreement when we discuss your insurance in detail. Under the terms of our agreements with the Insurance companies with whom we place business, we collect premiums you pay to us as Agent of the Insurer in an Insurers Trust Account for the benefit of those insurers. We do not pay any interest on premiums held by us in the course of arranging and administering your insurance.

#### Our Fees and Charges for providing Our Services to You

We usually receive a commission which is taken from the amount you pay to us as a percentage of the insurance premium before IPT. We may also receive additional remuneration based on the volume and profitability of our account. Where you pay on credit we will also receive a commission from the premium finance provider. In addition, we make the following charges to cover the administration of Your insurance:

Service	Boshers Fee
Arranging new policies	£15
Renewals	£15
Mid-term adjustments and cancellations	£15

You are entitled, at any time, to request information regarding any commission which We may have received as a result of placing your insurance business.

### How to Complain

Our aim is to provide a first class service, however, if you wish to register a complaint, please contact us **by writing** to Mark Lavington, Boshers Ltd, 14 Habat Enterprise Park, Bideford, EX39 3HN, or, **by phone** on 01237 429444, **by email** at [mjl@boshers.co.uk](mailto:mjl@boshers.co.uk)

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service, for an Independent assessment. The FOS Consumer Helpline is on **0800 023 4567** and their address is: Financial Ombudsman Service, Exchange Tower, London E14 9SR. Their website is [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### Premium Finance Facilities and Service

**We are a Credit Broker, not a lender.** We may use insurance and finance providers who will conduct a credit check and share your payment record with other lenders all of which will be recorded on your credit record. **Please contact us if you do NOT consent to a credit check being undertaken and you require premium finance**, however this may affect our ability to offer instalment facilities to you. In relation to the provision of credit, Ecclesiastical

do not offer an instalment facility for this type of insurance and so we offer only those of Close Brothers Premium Finance, from whom we may receive a commission.

**Please Note:** Your policy cover will cease if you fail to keep up payments on an instalment agreement or premium finance facility related to it and your credit rating may be affected. In entering into a credit agreement to pay your insurance premium, you give the finance provider the legal Right to cancel your insurance policy on your behalf if you default on the loan and offset any refunded premium against the outstanding amount owed to them. This means that if you default on your payment terms and the finance provider requests that we cancel your policy, we will do so as your agent.

### Your Responsibility to Provide Information

**You must take reasonable care to answer all questions honestly and to the best of your knowledge, and if you volunteer any other information, you must ensure that the information is not misleading. If any information that you have provided to us changes before you take out your insurance, during the life of the policy or at renewal, you must inform us of the change. If you deliberately, recklessly, or carelessly misrepresent any information in relation to this insurance then your policy may be cancelled without refund, or treated as if it never existed, or your claim rejected or not fully paid.**

### Your right to cancel

**You have a legal right** to cancel your policy or credit agreement for any reason, with no charge, subject to no claims having occurred, or any incident that may give rise to a claim, within 14 days of receiving the full terms & conditions (The cooling off period). If you cancel after the 14 days has elapsed, subject to no claims, pro-rata cancellation rates apply. There will be no refund if the amount is less than £15. If a claim has occurred or you are aware of any incidents that may give rise to a claim you must pay the annual premium in full. If you cancel a credit agreement you will need to repay any premium loan provided in full and if there remains an outstanding balance due from you for the period of cover provided you remain responsible for this. In addition, Boshers make an administration charge as detailed above .

**If you wish to cancel a policy you must advise us in writing, prior to expiry of the 14-day cancellation period, to our usual office address.**

**Boshers Ltd** 14 Habat Enterprise Park, Bideford, Devon, EX39 3HN, UK. Registered in England 02946794

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