About us

A Kerry Services Ltd of 3 Kings Court, Newcomen Way, Severalls Business Park, Colchester, Essex C04 9RA is authorised and regulated by the Financial Conduct Authority. Our FCA Firms Registration Number is 918196. We are permitted to arrange, advise on, deal as an agent of insurers and clients and assist in claims handling with respect to non-investment insurance policies. You can check these details on the FCA Register by visiting the FCA website http://www.fca.gov.uk/register or by contacting the FCA on 0800 111 6768. We are also authorised by the FCA for consumer credit broking, We act for a number of lenders.

Our scope of service

We offer a wide range of insurance products and have access to leading insurers in the marketplace. When we arrange your insurance we will provide you with a personal recommendation to buy the policy, on the basis of a fair and personal analysis of the market. Where we use only a single insurer for a product, you will be informed of this at the time of the quotation.

Conflicts of interest / customers best interests

As insurance brokers we generally act as your agent in advising you, arranging your insurance and assisting you in the event of a claim; We generally act on your behalf in arranging your insurance, but we'll make clear at the outset whether we are acting for you or for the insurer in particular circumstances. We will always act honestly, fairly and professionally ensuring your best interests are our priority. In certain circumstances we may act for and owe duties of care to insurers and/or other parties. Where we become aware of any actual or potential conflict of interest with our duty to you, we will inform you of the situation, the options available to you and obtain your consent before we proceed.

Your duty of disclosure

Commercial customers: Where we arrange insurance wholly or mainly for purposes related to your trade, business or profession, you have a duty under The Insurance Act 2015 to make a fair representation of the risk. This means that you must disclose every material circumstance which you and/or your senior management and/or anyone responsible for arranging your insurance know or ought to know. Alternatively, you must disclose sufficient information which would put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances. You are expected to carry out a reasonable search in order to make a fair representation of the risk and will be deemed to know what should reasonably have been revealed by the search. Your duty of fair representation applies at the start of the policy, at renewal and when any variation of the policy is arranged. If you fail to make a fair representation, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances.

Retail consumers: You must take reasonable care not to make a misrepresentation to the insurer. This means that all the answers you give and statements you make as part of your insurance application, including at renewal and when an amendment to your policy is required, should be honest and accurate. If you deliberately or carelessly misinform the insurers, this could mean that part or all of a claim may not be paid.

How to cancel

You may have a statutory right to cancel this policy within a short period. Please refer to your policy summary or your policy document for further details. If you cancel within the statutory period (where it applies) you will receive a pro-rata refund of premium from the insurer. Insurers are also entitled to make an administrative charge and we may keep an amount that reflects the administrative costs of arranging and cancelling the policy. If you wish to cancel outside this period you may not receive a pro-rata refund of premium. We may also keep an amount that reflects the administrative costs of arranging and cancelling the policy (see tariff of charges). No return of premium will be due in the event that a claim, loss or accident has occurred within the period of insurance.

Commercial & Personal Combined ToBA V4 December 2020

Protecting your information

We take your privacy extremely seriously and we will only use your personal details in line with our Privacy Notice which is available upon request. Please ensure that you read it carefully and contact us immediately if you have any queries. Where necessary, for example where we would like to use your data for some marketing purposes, we shall ask for your specific consent to do so. Your personal information includes all of the details you have given us to process your insurance policy (we will not ask for more information than is necessary). We may share your data with Third Parties for the provision and ongoing performance of your insurance policy. Your data may be transferred outside the UK. We will not sell, rent or trade your data under any circumstances. All of the personal information you supply to us will be handled strictly in accordance with the applicable Data Protection regulations and legislation.

How to claim

Please refer to your policy summary or your policy document if you need to notify a claim. You should contact the insurer direct as soon as possible. Alternatively, please contact us on 01206 854579.

Fees and charges

 $\mathfrak{L}25$ for mid-term adjustments, duplicate cover notes & certificates. $\mathfrak{L}25$ for policy cancellations.

Charges for commercial customers will vary and will be notified before you commit to the insurance.

If you pay your premium by instalments we will inform you of any additional fees, charges or interest due as part of your credit arrangement.

Our earnings

In return for placing business with insurers and/or underwriters and/or other product providers, we receive a commission from them which is a percentage of the annual premium that you are charged with. Please be assured that at no time will the way in which we are remunerated conflict with our responsibilities to meet your needs and treat you fairly.

Protecting your money

Prior to your premium being forwarded to the insurer, and for your protection, we either hold your money as an agent of the insurer (in which case your policy is treated as being paid for), or we hold it in a client bank account on trust for you. We may extend credit to other customers from this account and we may transfer your money to another intermediary in some cases. However your money will be protected at all times because of the requirements of FCA rules. We also reserve the right to retain interest earned on this account.

By accepting this Terms of Business Agreement, you are giving your consent for us to operate in this way.

Complaints

It is our intention to provide a high level of service at all times. However, if you have reason to make a complaint about our service you should contact the Director at the above address or call 01206 854579. You may be entitled to refer the matter subsequently to the Financial Ombudsman Service. You can contact the Financial Ombudsman Service on 0800 0 234 567. Further information is available at http://www.financiai-ombudsman.org.uk. If you decide to refer any matter to the Financial Ombudsman Service your legal rights will not be affected.

Compensation arrangements

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 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, also without any upper limit. The scheme does not apply to Consumer Credit. Further information about compensation scheme arrangements is available from the FSCS on 020 7892 7300 or by visiting http://www.fscs.org.uk.