

Terms of Business

What we are:

We are General Insurance Intermediaries. It is our responsibility to act on your behalf when we arrange Insurance.

Who we are:

Cherry Godfrey Insurance Services (IOM) Limited is a wholly owned subsidiary of Cherry Godfrey Holdings Limited and is registered with the Isle of Man Financial Services Authority as an insurance intermediary in respect of general insurance business.

Cherry Godfrey Insurance Services (Jersey) Limited is a wholly owned subsidiary of Cherry Godfrey Holdings Limited and is regulated in Jersey by the Jersey Financial Services Commission.

Cherry Godfrey Insurance Services Limited is a wholly owned subsidiary of Cherry Godfrey Holdings Limited and is licensed in Guernsey by the Guernsey Financial Services Commission.

What we do:

We will advise you on your Insurance needs and will arrange Insurance cover with Insurers as appropriate. We act on your behalf and place your Insurance Risks with Insurance companies or Managing General Agencies. As well as helping you with any claims that you may have, we will help keep your policy up to date with any changes you may want to make.

The Companies we use:

Because our reputation matters to us, we carefully select the Insurance companies that we use. When assessing our customer demands and needs for:

- Motor insurance, we will typically approach a limited number of Insurers or, due to our market knowledge we may use a specific product from a single insurer. To be clear, we are not tied to any single insurer.
- Home insurance, we will typically approach a limited number of Insurers or, due to our market knowledge we may use a specific product from a single insurer. To be clear, we are not tied to any single insurer.
- Travel insurance, we will typically approach a limited number of Insurers or, due to our market knowledge we may use a specific product from a single insurer. To be clear, we are not tied to any single insurer.
- Personal Marine insurance, we will typically approach a limited number of Insurers or, due to our market knowledge we may use a specific product from a single insurer. To be clear, we are not tied to any single insurer.

- Business and Commercial insurance, we will typically approach a limited number of Insurers or, due to our market knowledge we may use a specific product from a single insurer. To be clear, we are not tied to any single insurer.

We do not act as Insurers, nor can we guarantee the solvency of any Insurer. The suitability of any Insurer rests with you, so if you have any concerns regarding any Insurers chosen, please let us know.

If your Insurance cover is placed via another Insurance intermediary outside Jersey, Guernsey or the Isle of Man, your premium (Insurance money) may be passed to that intermediary and will be subject to a legal and regulatory regime that is different from Jersey's, Guernsey's or the Isle of Man's. In the event of the failure of the Insurance intermediary, your premium (Insurance money) may be treated differently than it would be if it were held by an Insurance intermediary in Jersey, Guernsey or the Isle of Man.

How we get paid:

We receive Commission from the Insurers we place your risk(s) with that varies between Insurers and the products they offer. We will not place your risk(s) with any Insurer simply based on the level of commission they pay. On certain Risks where we feel it is in your best interests financially, we will charge a pre-agreed fee and then rebate the commission back to you.

We will be pleased to provide details of the amount of commission we are due to receive/have received from the placement of your Insurance.

Client Monies and Interest earned on them:

All clients monies held in relation to Insurance premiums are held in a separate client account. In some instances monies held are at the risk of the Insurers. In all cases client monies will be paid into the client account held with our Jersey, Guernsey or Isle of Man bankers prior to settlement with the Insurers. Any bank interest earned on your premium (Insurance money), while it is held on our Insurance Broking account, will be retained by us. In the event of this being greater than £20 per transaction we will obtain your consent to retain this interest.

Premium Funding:

You may wish to arrange to pay for your premium monthly. If so, an application will be made on your behalf to Cherry Godfrey Finance Ltd or Cherry Godfrey Finance (IOM) Limited. In the event of there being one or more missed payments, Cherry Godfrey Finance Ltd or Cherry Godfrey Finance (IOM) Limited are authorised to instruct Cherry Godfrey Insurance Services (Jersey) Limited, Cherry Godfrey Insurance Services Limited or Cherry Godfrey Insurance Services (IOM) Limited to cancel the policy and provide a refund to reduce the indebtedness. Please note that there may be insufficient funds to clear the balance of the account and therefore any residual balance will become immediately due for settlement.

Claims:

Most Insurance companies require you to notify them of a potential claim as soon as possible and the claim process information will be set out in the relevant Policy Schedule or Wording. If you are unsure where to find this information, please contact us and we will be happy to advise you if we make the claim notification for you or if your Insurer wants you to make contact with them directly to report the claim. Where we handle claims on your behalf, we will do so promptly and fairly. Any claim payments we receive for you, will be passed to you as soon as possible.

Your responsibility:

Because your Insurance is based upon the information that you give to us it is essential that it is totally complete and accurate. The duty to disclose information continues during the entire life of the policy and at renewal. It is essential that you ensure that you inform Cherry Godfrey of any changes affecting your Insurance immediately so that the details can be forwarded onto the Insurers. The responsibility for all answers or statements on proposal forms, claim forms or other relevant documents is yours. You must disclose any information that might affect the Insurer's decision to accept the risk or the terms offered. Failure to do so at the start of the policy or when changes are being made to the risk may invalidate your cover, resulting in part, or your entire claim not being paid or your policy being cancelled.

Charges:

We make an administration charge when particular events take place but if this is the case we will tell you before you commit to the Insurance. Please note that all fees, legal expenses and administration charges are additional to that required to secure the Insurance.

Chargeable event	Charge
General Insurance new policy or renewal administration fee	£30
Static Caravan/Holiday Home new policy or renewal administration fee	£30
Private Marine Insurance new policy or renewal administration fee	£30
Commercial Insurance new policy or renewal administration fee	£variable
*Mid-term adjustment /cancellation fee	£15
Returned cheques	£20
Duplicate cover note/certificate	£10
Duplicate windscreen disc	£10
Travel Insurance new policy or renewal administration fee	£20

Travel endorsements

£10

% of annual premium
(prevailing rate at the
time of renewal)

** Premium Instalment plans

** plus retention of the full annual commission at our discretion*

*** Premium credit is arranged as a separate contract with Cherry Godfrey Finance Limited or Cherry Godfrey Finance (IOM) Limited*

Cancellation:

You are entitled to cancel your policy within 14 days of inception. Please note: Administration fees are non-refundable and your Insurer may levy a charge for time on risk.

Complaints:

Customer complaints are rare but it is our desire to provide a high level of service all of the time. If you believe you have cause for complaint about any aspect of our service we will endeavour to treat your complaint both fairly and promptly.

You should contact:

Cherry Godfrey Insurance Services (Jersey) Ltd, 5 Charles Street, St Helier, Jersey, JE2 4SF

Cherry Godfrey Insurance Services Ltd, PO Box 13, No1 Fountain Street, St Peter Port, Guernsey, GY1 4AQ

Cherry Godfrey Insurance Services (OM) Limited, 25-27 Victoria Street, Douglas, Isle of Man, IM1 2LG

or compliance@cherrygodfrey.com

You will receive a written reply within 5 working days of receipt of the complaint and be advised in writing of our action to address the matter. If we have not resolved your complaint in 90 days we will advise you what we will do next in line with the company complaints procedure and also of your right to complain to the relevant Ombudsman in the relevant jurisdiction.

Law Applicable:

As parties of the Insurance contract, you and the Insurer have the right to choose the law applicable to it. In the absence of a specific agreement the law of the country within the UK and Crown Dependencies in which you reside when the contract is concluded will apply.

Confidentiality:

All personal information held about you will be treated as private and confidential even when you are no longer a customer except where the disclosure is made at your request, with your consent in relation to arranging your Insurance, or where we are required or legitimately permitted to do so by law.

Some or all of the information you supply to us in connection with your Insurance proposal will be held on computer and may be passed to Insurance companies for underwriting and claims purposes. In addition we may use some of the information to advise you of the other products and services offered by us. If you do not wish to receive such details please contact us. During the course of this agreement we shall both provide the other with information (other than personal information) and each party will treat information received from the other relating to this Agreement as confidential and will not disclose it to any other person not entitled to receive such information except as may be necessary to fulfil their respective obligations in relation to this agreement and except as may be required by applicable law or regulatory authority.

We may pass information about you to credit reference agencies for the purpose of arranging payments by instalments and may also pass to them records of your payment history with us. Your Insurer may exchange information about you with other Insurance companies for underwriting and claims handling purposes.

Under the Data Protection Laws of Jersey, Guernsey and the Isle of Man you have the right to request access to personal information about you that is held on our records and to ask us to correct any inaccuracies.

For more information please write to the Data Protection officer:

Cherry Godfrey Insurance Services (Jersey) Ltd, 5 Charles Street, St Helier, Jersey, JE2 4SF

Cherry Godfrey Insurance Services Ltd, PO Box 13, No. 1 Fountain Street, St Peter Port Guernsey, GY1 4AQ

Cherry Godfrey Insurance Services (IOM) Limited, 25-27 Victoria Street, Douglas, Isle of Man, IM1 2LG

or dataprotection@cherrygodfrey.com

Our website:**Cookies and IP addresses:**

Cookies are small text files placed on your computer and are commonly used on the internet. They allow us to make our website more useful based on stored information about your preferences when you visit us. We do not store cookies beyond such interaction. If you choose to, you can set your web browser to reject cookies from our service, although you may not be able to experience the full service we provide if cookies are disabled. Further information can be obtained from the Interactive Advertising Bureau, an industry body that has produced a series of web pages which explain how cookies work and how they can be managed.

Your IP address is a series of numbers which identify a computer on the internet. We use IP addresses to help diagnose possible service interruptions and administer our service and website.

Our liability:

We are not responsible to you for:-

- (a) any losses you suffer because the information you put into our website is inaccurate or incomplete; or
- (b) any losses you suffer if you fail to disclose all relevant facts to the insurer; or
- (c) any losses you suffer because you cannot use our website for any reason; or
- (d) any losses you suffer through connecting to any linked third party websites; or
- (e) any statements, information, content, products or services that are published on, or may be accessible from, any linked third party website and we do not guarantee that they are free from viruses or anything else that could be infectious or destructive; or
- (f) if our website is unavailable at any time or for any period; or
- (g) any errors or omissions in our website; or
- (h) any losses you may suffer by relying on any commentary or postings on our website; or
- (i) any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our website or to your downloading of any material posted on it, or on any website linked to it; or
- (j) the privacy policies and practices of other linked third party websites, even if you access them using links from our website; or

(k) an authorised access or loss of personal information that is beyond our control

Accessing our website:

Access to our website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our website without notice (see below). We will not be liable if for any reason our website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of our website, or our entire website, to users who have registered with us (if applicable).

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

You are responsible for making all arrangements necessary for you to have access to our website. You are also responsible for ensuring that all persons who access our website through your internet connection are aware of these terms, and that they comply with them.

Website content:

We have taken every step to ensure the information contained and displayed on our website is accurate and up-to-date. However, we can accept no liability for any errors or omissions. We reserve the right to add, amend or delete content from the website at any time.

Intellectual property:

We are the owner or the licensee of all intellectual property rights in our website, and in the material published on it. This includes, but is not limited to, all trademarks, logos, business names, trading names, design rights, database rights, copyright and any other intellectual property rights in our website. The website is protected by copyright laws and treaties around the world. All such rights are reserved save as expressly stated in these terms.

Amendments:

We reserve the right to amend our terms and conditions at any time. The amended terms will be effective from the date they are posted on our website and the issue date below.

Revised: February 2025

