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M'Clartys Insurance

Terms of Business

Effective Date: 01/04/2023

Version: 1.10

Hello, pleased to meet you :)

These terms of business are your friend and ours. They let you know who we are, who regulates us and the precise detail of what you are paying for. Just so we're all on the same page McClartys Insurance is a trading named of McClartys Ltd. who are an appointed representative of MCL InsureTech - a private, independent company in Northern Ireland.

Important Numbers

Car Claims & Accidents:	028 907 12001
Breakdown Assistance:	028 904 85219



McClartys Insurance is a trading name of McClartys Ltd. McClartys Ltd. is an appointed representative of MCL InsureTech Ltd. who is authorised and regulated by the Financial Conduct Authority of the United Kingdom. MCL InsureTech Ltd. is a private limited company registered in Northern Ireland, Registration No. NI041174. Registered Office: 66 Railway Road, Coleraine, Co. L/Derry, BT52 1PG.

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Glossary of Definitions

Word	Definition
We, Us, Our	McClartys Ltd. trading as McClartys Insurance
They, Their	MCL InsureTech Ltd.
FCA	Financial Conduct Authority
You, Your	Customer of McClartys Insurance
MCLIT	MCL InsureTech Ltd.
Appointed Representative	A firm or person who runs regulated activities and acts as an agent for a firm directly authorised by the FCA.
CBPF	Close Brothers Premium Finance

Section 1.0 | General Terms & Conditions

1.1 OUR IDENTITY

McClartys Insurance is a trading name of McClartys Ltd. a private limited company registered in Northern Ireland, Registration No. NI628547. Registered Office: 66 Railway Road, Coleraine, Co. L/Derry, BT52 1PG McClartys Ltd. is an **appointed representative** of MCL InsureTech Ltd.

MCL InsureTech Ltd. is a private limited company registered in Northern Ireland, Registration No. NI041174. Registered Office: 66 Railway Road, Coleraine, Co. L/Derry, BT52 1PG.

Our contact details are as follows:

McClartys Insurance

66 Railway Road

Coleraine

Co. L/Derry

BT52 1PG

Tel: 028 703 25100

Fax: 028 703 25150

Email: support@mcclartysinsurance.co.uk

Web: www.mcclartysinsurance.co.uk

1.2 WHO REGULATES US?

We are an **Appointed Representative** of MCL Insuretech Ltd. who are authorised and regulated by the **FCA** Registration Number: 306483.

You can check **their** status on the **FCA** register by using the following link: <https://register.fca.org.uk/>.

1.3 OUR PERMISSIONS

MCLIT have granted **us** the following permissions:

- Advising on non-investment insurance contracts
- Arranging (bringing about) deals in non-investment contracts
- Making arrangements with a view to transaction in non-investment insurance contracts
- Dealing in non-investment contracts as an appointed agent
- Assisting in the administration and performance of a contract of insurance
- Agree to carry on a regulated activity

1.4 OUR SERVICE TO YOU

We act as **Appointed Representative** of MCLIT who offer a range of insurance products with a number of insurers and underwriting agencies who are also authorised and regulated by the **FCA**.

MCLIT have granted **us** permission to advise **you** on **your** insurance needs, arranging **your** insurance cover with **their** insurers and helping **you** with any subsequent event(s) or alterations to the insurance **we** have placed.

Along with the details of the insurer, **you** will be advised of any recommended insurer/scheme arrangement prior to **your** instruction/commitment to proceed with cover. After **we** have assessed **your** needs, **we** will advise and make a recommendation for **you**. Details of this recommendation will be outlined in **your** Demands & Needs Statement.

1.5 THE PRODUCTS WE OFFER

When quoting for certain product lines **we** will use a Scope of Service. These include:

- Fair Analysis of the Market
- A Limited Panel of Insurers and;
- From a Single Insurer

Examples of these are as follows:

From a Single Insurer	Limited Panel of Insurers	Fair Analysis of the Market
■ Legal Expenses	■ Commercial Vehicle	■ Private Car
■ Motor Cycle	■ Holiday Home/Property Owners	■ Household
■ Breakdown Assistance	■ Retail/Charity Shops/Offices	
■ Travel	■ Cafes/Restaurants/Takeaways	
■ Bed and Breakfast	■ Hairdressing/Beauticians	
■ Small Pleasure Craft	■ Tradesman	

1.6 NEW BUSINESS AND RENEWAL CHARGES

MCLIT income is based on a mixture of commission and fees. **MCLIT** receives a commission from the insurer with whom **we** place **your** business. Commission is earned in full when **your** insurance is placed and therefore commission is non-refundable. **MCLIT** pay **us** a proportion of the commission and fees and when the commission has been received from the insurer.

MCLIT minimum charges inclusive of commission and fees are as follows:

Minimum Charge (Commission and Fees)	Charge
New Business	£50
Renewals	£50

1.7 GENERAL ADMINISTRATION SERVICE CHARGES

MCLIT normally make the following non-refundable charges to cover the administration of **your** insurance in addition to any insurer additional premium:

General Administration Services	Charge
New Business	£30 min. up to £50 max.
Renewals	£30 min. up to £50 max.
Permanent Policy Amendments	£30
Cancellation Before the Start of a Policy (<i>Not Taken Up – NTU</i>)	£50
Cancellation Within the Cooling Off Period (<i>14-days</i>)	£50
Cancellation After the Cooling Off Period	£50
Document Requests	£30
Minimum Return Premium	£30
Direct Debit Default	£30
Cheque Re-issue	£20
Unpaid (<i>Bounced</i>) Cheque	£20

Please Note: Commercial Direct Debit Default Charges will be confirmed with you in advance of the policy being incepted.

1.8 CLIENT ACCOUNT MANAGEMENT

Premiums that **we** collect from **you** are paid directly to **MCLIT** and are held in a statutory trust insurance broking account specifically for the purpose of holding client's premiums. By virtue of agreements **MCLIT** hold with insurers, **they** collect premiums as an agent of the insurer. Therefore, once **we** have collected premiums from **you** and passed to **MCLIT**, under the terms of agreements with insurers, those premiums are treated as having been paid to the insurer. **MCLIT** will remit the premiums to the insurers, after deduction of **their** commission, in accordance with the terms of **their** agreements with insurers. **MCLIT** shall only withdraw commission after **they** have received the premium from **you**, and in accordance with **FCA** regulations and agreements that **they** hold with insurers.

1.9 PREMIUMS & FINANCIAL ASPECTS

MCLIT will normally accept payment by Cash, Cheque and Credit/Debit card. A fee of £10 will apply to any unpaid (*bounced*) cheque payments.

1.10 DIRECT DEBIT FACILITIES

Subject to acceptance, **you** may also have the option of spreading **your** payments through a credit scheme that **MCLIT** have arranged with Close Brothers Limited trading as:

Close Brothers Premium Finance (CBPF)

Wimbledon Bridge House
1 Hartfield Road
London
SW19 3RU

Tel: 0870 220 3192

LoCall: 0333 321 8568

Web Address: <https://www.closebrotherspf.co.uk/>

To offer **you** credit facilities, **MCLIT** are registered with the Consumer Credit Act and **their** licence number is: 637103.

The payment method selected when purchasing cannot be amended once the policy has been transacted. If **you** wish to set up a direct debit agreement, the policy must be cancelled and re-issued, normal cancellation conditions and charges will apply. If **you** wish to pay the balance remaining on **your** direct debit facility, please contact the finance company to discuss terminating **your** credit agreement.

Please note: If **you** have had a previous policy cancelled with **us** for non-payment or non-receipt of direct debit related documents, **MCLIT** reserve the right to refuse credit facilities and request the payment in full.

MCLIT, arrange the finance on **your** behalf for which **they** receive commission.

CBPF will apply an interest charge to **your** direct debit balance, this will be agreed with **you** in advance.

Once **your** loan has been authorised, **CBPF** will pay **your** premium to **MCLIT** and; **you** will begin to make monthly payments to **CBPF** via **your** bank account.

New business private consumers will be required to pay a deposit of 25% when purchasing a policy. This deposit is non-refundable, should **MCLIT** be forced to cancel the policy due to incomplete documentation or misrepresentation.

Deposit payments for commercial policies will be discussed and agreed with **you** in advance.

To assess **your** application, **CBPF** will carry out an Anti-Money Laundering assessment and may use credit scoring, credit reference agencies and automated decision-making systems. The assessment will take place after **you** have signed the credit agreement. If **your** application is unsuccessful **CBPF** will notify **you** in writing and **you** will then need to find an alternative way to pay for **your** insurance premium.

Should **you** default on **your** direct debit or if an outstanding balance remains following the cancellation of **your** policy, **MCLIT** reserve the right to collect the payment arrears by credit/debit card.

Until **we** receive payment, **we** may keep certain documents, such as **your** insurance policy documents or certificate of motor insurance, however **we** will ensure that **you** receive the full details of **your** insurance cover and will provide **you** with any documents that **you** are required to have by law.

1.11 RETURN PREMIUMS

- **MCLIT** will refund any rebate due to **you** when **they** have received payment from the insurer
- Please allow 45-60 business days for any refund
- If a mid-term adjustment provides a return, **MCLIT's** commission will be deducted from said amount
- If **you** pay by instalments, the rebate issued by the insurance provider will be added to **your** account and it will then be determined if any money is owed by or due to **you**.
- Any charges due to **MCLIT** as outlined in Section 5 and Section 7 will be deducted from any rebate due prior to being issued to **you**.
- **MCLIT's** minimum return premium is £30
- There will be no return after 8 months on cover
- Returns may be withheld if we are awaiting outstanding documentation
- **Your** refund will be issued by the original payment method and if applicable, back onto the Credit/Debit card used to make the original payment.
- If a return cheque has been lost, misplaced, or not received by **you**, a charge of £20 will apply for a duplicate copy to be issued. This fee will be deducted from the return balance.

1.12 ADDITIONAL PREMIUMS

If **you** make a change to **your** policy which creates an additional premium, **we** will require the payment in full by Credit/Debit card to process **your** change. If **you** currently pay by direct debit, **MCLIT** may under certain circumstances be able to add the outstanding premium to **your** remaining direct debit balance. These circumstances include but are not limited to the following:

- **You** must have at least 3 direct debit instalments remaining and;
- **Your** loan must not be in a payment cycle e.g. 7 days approaching **your** next payment date
- **You** must not have defaulted or missed any of **your** direct debit payments during **your** current loan agreement
- For additional premiums of £100 or more, an immediate deposit of 25% will be required by Credit/Debit card to process the adjustment.
- Administration charges applied by **MCLIT** cannot be added to your direct debit – See Section 5. However, if **your** additional premium consists of an insurer charge and **MCLIT's** administration charge, the total balance may be added to **your** finance agreement.
- Additional premiums incurred to amend incorrect information provided (e.g. incorrect licence years, non-disclosed claims/convictions) cannot be added to **your** direct debit payments, these must be settled in full by Credit/Debit card.

1.13 COMMISSION

If **you** would like to know the amount of commission that **we** and **MCLIT** are paid in respect of **your** insurance contract, this information is available on request.

We receive commission from **MCLIT**. Commission is earned in full when **your** insurance is placed and therefore, **we** do NOT refund commission

1.14 RECEIPTS

We will issue a receipt for payment received.

1.15 CONFLICTS OF INTEREST

We and **MCLIT** have procedures in place to avoid conflicts of interest and, when they cannot be avoided, **we** will fully disclose the potential conflict to **you** in writing and ensure that customers are treated fairly.

1.16 DOCUMENTATION

To improve data security, **we** or **MCLIT** will not store any manual paperwork, as a result, any paper documents sent to **us** or **MCLIT**, will be processed, scanned, and securely shredded before the close of business (excluding credit/debit card or bank details e.g. direct debit mandates). If later **you** require a copy of any documents, **you** have previously sent to **us** or **MCLIT**, **you** will be provided with a scanned copy where applicable.

1.17 COOLING OFF PERIOD

The mediation contract is the agreement between **you** and **MCLIT** for the insurance mediation and distribution services that **we** provide to **you** on behalf of **MCLIT** in respect of **your** insurance requirements.

Once **you** have entered into the mediation contract with **MCLIT**, **you** are entitled to a 'Cooling Off' period during which **you** may decide whether to proceed with the purchase of the mediation contract. The duration of this cooling off period is 14 days and commences from either:

- The day of conclusion of the mediation contract; or
- The day on which **you** receive the full contractual terms of the mediation contract; whichever is later.

If you find that this policy does not meet **your** needs, **we** will require the following returned to McClartys Insurance, 66 Railway Road, Coleraine, Co. L/Derry, BT52 1PG.

- A *hand signed* letter, stating **you** wish to 'Cancel' the policy including;
- The date and time **you** wish for the cooling off period to take effect and;
- **Your original** certificate of motor insurance for motor insurance policies

Please note: Cancellation will not take effect until **we** receive all the required documentation to complete **your** cooling off request. Cancelling any direct debit instructions does not mean **you** have cancelled the policy.

1.18 CANCELLATION BY YOU OR US

The contract can be cancelled at any time by either party in writing by giving *7 days' notice*. If you wish to give notice of cancellation, we will require the following returned to *McClartys Insurance, 66 Railway Road, Coleraine, Co. L/Derry, BT52 1PG*.

- A *hand signed* letter, stating **you** wish to 'Cancel' the policy including;
- The date and time **you** wish for the cancellation to take effect and;
- **Your original** certificate of motor insurance for motor insurance policies

Please note: Cancellation will not take effect until **we** receive all the required documentation to complete **your** cancellation request. If **we** or **MCLIT** are required to cancel the contract, **we** shall write to **you** at the last known address **we** have for **you** on our records. Cancelling any direct debit instructions does not mean **you** have cancelled the policy.

1.19 CANCELLATION CONDITIONS

- There will be no return following cancellation after an accident, incident, or claim
- Promotional discounts codes are non-refundable in all circumstances.
- If paying by direct debit and **you** make a claim the full annual amount will immediately become due for payment at cancellation.
- If **you** pay by instalments, the return issued by the Insurer will be added to **your** direct debit/credit account and it will then be determined if any money is owed by or due to **you**.

1.20 YOUR DUTY TO US (DISCLOSURE)

The information **you** provide forms the basis of this insurance contract and must always be complete and accurate. As a result, **you** must:

- Inform **us** as soon as possible of any changes to the information **you** provided. **We** will use the new information to revise **your** contract and if applicable, **your** premium, terms, and conditions.
- *Motor Insurance Policies Only:* Ensure **your** vehicle is always maintained in a roadworthy condition and if one is required by law, ensure **your** vehicle has a valid MOT certificate in place.

Failure to comply with these conditions could result in a claim not being paid or **your** cover being invalid.

Before **you** enter into a policy with **us**, **you** have a duty to disclose to **us** every material fact that **you** know, or a reasonable person in the circumstances could be expected to know, which is relevant to **our** decision whether to accept the risk of insurance and if so, on what terms.

A material fact is any fact, any previous claims, medical or otherwise, which poses an increase in risk to the underwriter and likely to influence the assessment or acceptance of **your** insurance. If **you** are unsure of what a material fact is, please discuss this with a Customer Service Agent.

Once cover has been arranged, **you** must immediately notify **us** of any changes to the information that has been previously provided including changes to **your** contact information and/or a material change. If **you** are unsure of what a material change is, please discuss this with a Customer Service Agent.

Please note if **you** fail to disclose any material facts or material changes, before **you** enter into a policy or when **your** circumstances change, this could invalidate **your** insurance cover and all/or part of the claim may not be paid.

1.21 RENEWALS

It is **our** policy to ensure renewal terms are issued to **you** in good time to enable **you** to make an informed decision regarding the renewal. If information is requested by **us** for renewal, **you** must provide it immediately as any delay could mean a delay in offering renewal/and or **us** not being able to offer renewal terms at all.

Our renewal process involves obtaining renewal terms from **MCLIT** who receive them from **your** existing insurer and also obtaining alternative comparison quotations from other insurers. The amount of notice that **we** can provide prior to renewal is sometimes dictated by the delays with insurers providing quotations. In all circumstances, **we** wish to ensure **we** offer **you** the best cover at the most competitive premium. This means waiting to receive all quotations before outlining **our** recommendation to **you**. Should **we** anticipate any delay in outlining renewal recommendations **we** will update **you** with the progress being made, the reason for the delay and an estimate date of when renewal recommendations will be offered.

We may withhold any documentation regarding **your** renewal until **we** have received confirmation of **your** intentions to renew or if **we** have any outstanding payments or documentation. **We** will not automatically renew **your** policy; **you** must provide **us** with an instruction to do so.

Your policy can be renewed via the following methods:

- By telephone with **our** renewals team or;
- By posting **your** renewal instruction to **our** office

Once **your** policy has been renewed **you** will receive **your** documentation by post, if **you** wish to receive **your** documents by email, please advise when renewing **your** policy.

1.22 OTHER TAXES AND COSTS

Other taxes and costs, or both, may exist in relation to the products and services offered by **us** which are not paid through, nor imposed by **us**.

1.23 GOVERNING LAW

This agreement shall be governed by the laws of Northern Ireland and the parties agree herewith that any dispute arising out of it shall be the subject to the non-exclusive jurisdiction of Northern Ireland.

1.24 MOTOR AND HOME ANTI-FRAUD REGISTERS

Insurers share information with each other via the Claims and Underwriting Exchange Register and the Motor Insurance Anti-Fraud & Theft Register, to aid the prevention of fraudulent claims. In the event of a claim, the information **you** supply on the claim form, together with any other information relating to the claim, will be put on these registers

1.25 MOTOR INSURER INFORMATION CENTRE (MIIC)

Insurers are legally required to provide details of motor insurance policies to the MIIC. The information describing **your** insurance policy will be added to the Motor Insurance Database (MID), to which the police and other government agencies have access.

1.26 COMPLAINTS

It is **our** intention to provide **you** with a high level of customer service at all times. If **we** do not meet these standards, please contact **our** Complaints Department on the details below:

McClartys Insurance

66 Railway Road, Coleraine, Co. L/Derry, BT52 1PG

Email: complaints@mcclartysinsurance.co.uk

Please include all relevant information required for **us** to deal with your complaint, **we** recommend the following:

- State **your** name, address, and telephone number (*and email if applicable*).
- If **you** are acting on behalf of someone else, **we** will require their consent to discuss their personal matters
- Briefly describe what **your** complaint is about stating relevant dates and times, if applicable
- List **your** specific concerns starting with the most important concern
- State how **you** would like **us** to resolve **your** complaint
- State **your** preferred method of communication

1.26.1 Complaints Procedure

Whether **you** contact **us** verbally or in writing **we** will acknowledge **your** complaint in writing within 5 working days, advising **you** of who is dealing with the matter and further details regarding **our** complaint's procedure. **We** aim to resolve all complaints within 20 working days. A copy of **our** full complaint's procedure is available at any time upon request.

To ensure **your** data is kept safe and secure, **we** will only correspond with **you**, the policy holder in relation to a complaint. Any correspondence issued will be sent to the address listed on **your** policy and/or quotation.

If **you** wish for **us** to disclose any information to a third party e.g. solicitor, **we** will require a hand signed letter from **you** giving explicit consent as to what information **you** wish for **us** to disclose and a copy of **your** photographic ID including **your** signature (e.g. driving licence). Please see **our** Data Protection and Privacy Policy for more information regarding who we share **your** information with.

If **you** are dissatisfied with the handling or outcome of **your** complaint, **you** may contact the Financial Ombudsman Service on the details below:

The Financial Ombudsman Service

Exchange Tower, London, E14 9SR

Phone: 0800 023 4567 / 0300 123 9123

Web Address: www.financialombudsman.com

You will not prejudice **your** rights to take legal proceedings if **you** refer **your** complaint to the Ombudsman's Service.

1.27 FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

We are members of the Financial Services Compensation Scheme. **You** may be entitled to compensation from FSCS if **we** are unable to meet **our** obligations.

Further information on the scheme can be obtained at <http://www.fscs.org.uk>.

Claims & Accidents: 028 907 12001

Please refer to your policy document for further information regarding any claim conditions that may apply and your responsibilities/duties in the event of an accident/claim. Please refer to your policy schedule for any excesses that may apply.

Motor claims are handled by **Contac Claims**, 4–8 Kilcoole Park, Belfast, Co. Antrim, BT14 8LB, **Tel:** 028 907 12001.

Motor accidents should be notified to Contac Claims on the number above, do not delay in reporting any accident no matter how small it may appear at the time of occurrence. When they receive notification of an accident that might give rise to a claim under the policy, they will inform the insurer without delay and, in any event, within five working days. They shall use their best endeavours when acting on **your** behalf in relation to a claim, to handle all elements of the claim with due care, skill, and diligence.

They will advise **you** promptly of the insurer's requirements concerning claims, including the provision, as soon as possible, of information required to establish the nature and extent of a loss. Such requests for information from **your** insurer and/or claim representatives must receive **your** full co-operation and immediate attention.

Any solicitors / third party letters / correspondence received must be passed to Contac Claims immediately, unanswered, by return post. Such incidents must be reported immediately (regardless of whether **you** are of the opinion it will not lead to a claim) or as soon as practically possible and thereafter in writing to enable a proper investigation to be carried out. **Your** insurer will appoint a loss adjuster and/or a claims investigator on **your** behalf. After investigation if it is clearly identified by the insurer that such an incident will give rise to a claim **you** may be requested to pay any policy excess applicable (i.e. **your** contribution of every claim set out in **your** insurance policy).

Contac Claims shall forward any payments received from insurers in respect of any claim, to **you**, without delay. In cases which settlement has been issued by the insurer direct to a third party they will inform **you** once they receive formal notice from **your** insurer. An update on the progress of any claim under **your** policy can be obtained at any time by contacting Contac Claims on the above contact number.

Us, MCLIT and Contac Claims have no delegated authority from any insurer to settle or negotiate claims on **your** behalf. **Our** service is to assist you in the reporting and collation of information/documentation required by **your** insurer.

Please note: Even if **you** are not covered for the damage to **your** car, **you** must still advise us of the incident and **you** must confirm whether anyone else was involved in the incident who may have suffered an injury or damage to their property.

Windscreen Claims: See policy booklet

Please refer to your policy schedule to verify whether windscreen cover is included in your policy.

Please refer to **your** policy booklet for details regarding **your** insurer's approved windscreen repairer.

Breakdown Assistance: 028 904 85219

To verify whether you are covered for breakdown assistance, please refer to your policy schedule.

If **you** require breakdown assistance in Northern Ireland and/or the United Kingdom, please call the number above. For breakdown assistance in the Republic of Ireland, please call **01 804 43 25**.

Our breakdown assistance is provided by **MIS Claims**.

Consumer Distance Sales Notice – General Insurance

This notice is issued to you as a consumer pursuant to The Financial Services (Distance Marketing) Regulations 2004. For the purposes of this notice, a consumer is a natural person acting for purposes outside his/her trade, business, or profession. 'Distance Sales' is where there has been no face-to-face contact between you, the consumer and MCL InsureTech Ltd.

OUR IDENTITY

McClartys Insurance is a trading name of McClartys Ltd. a private limited company registered in Northern Ireland, Registration No. NI628547. Registered Office: 66 Railway Road, Coleraine, Co. L/Derry, BT52 1PG McClartys Ltd. is an **appointed representative** of MCL InsureTech Ltd. MCL InsureTech Ltd. is a private limited company registered in Northern Ireland, Registration No. NI041174. Registered Office: 66 Railway Road, Coleraine, Co. L/Derry, BT52 1PG. MCL InsureTech Ltd. are authorised and regulated by the **FCA** Registration Number: 306483.

OUR SERVICE

We act as **Appointed Representative** of **MCLIT** who offer a range of insurance products with a number of insurers and underwriting agencies who are also authorised and regulated by the **FCA**. **MCLIT** have granted **us** permission to advise **you** on **your** insurance needs, arranging **your** insurance cover with **their** insurers and helping **you** with any subsequent event(s) or alterations to the insurance **we** have placed. Along with the details of the insurer, **you** will be advised of any recommended insurer/scheme arrangement prior to **your** instruction/commitment to proceed with cover. After **we** have assessed **your** needs, **we** will advise and make a recommendation for **you**. Details of this recommendation will be outlined in **your** Demands & Needs Statement.

QUOTATIONS FOR INSURANCE

Quotations for insurance will be valid for 5 days from the date the quotation was created as long as the information supplied in the original quotation remains the same. If any of the information has changed, the details supplied at that time will be calculated on the current set of insurance rates.

THE PRICE PAYABLE BY YOU

The price payable for the insurance policy is the premium (including government levies/premiums taxes). The total price to be paid by **you** for the service including all related fees, charges and expenses and all taxes paid through the supplier or if an exact price cannot be specified, the basis for calculating the price to enable **you** to verify it, in addition to payment arrangements and any discounts or loadings are disclosed in an attached quotation letter, where applicable.

COOLING OFF/RIGHT OF WITHDRAWAL

The mediation contract is the agreement between **you** and **MCLIT** for the insurance mediation and distribution services that **we** provide to **you** on behalf of **MCLIT** in respect of **your** insurance requirements. Once **you** have entered into the mediation contract with **MCLIT**, **you** are entitled to a 'Cooling Off' period during which **you** may decide whether to proceed with the purchase of the mediation contract. The duration of this cooling off period is 14 days and commences from either:

- The day of conclusion of the mediation contract; or
- The day on which **you** receive the full contractual terms of the mediation contract; whichever is later.

If you find that this policy does not meet **your** needs, **we** will require the following returned to McClartys Insurance, 66 Railway Road, Coleraine, Co. L/Derry, BT52 1PG.

- A *hand signed* letter, stating **you** wish to 'Cancel' the policy including;
- The date and time **you** wish for the cooling off period to take effect and;
- **Your original** certificate of motor insurance for motor insurance policies

Please note: Cancellation will not take effect until **we** receive all the required documentation to complete **your** cooling off request. Cancelling any direct debit instructions does not mean **you** have cancelled the policy.

CANCELLATION

The contract can be cancelled at any time by either party in writing by giving *7 days' notice*. If you wish to give notice of cancellation, we will require the following returned to *McClartys Insurance, 66 Railway Road, Coleraine, Co. L/Derry, BT52 1PG*.

- A *hand signed* letter, stating **you** wish to 'Cancel' the policy including;
- The date and time **you** wish for the cancellation to take effect and;
- Your *original* certificate of motor insurance for motor insurance policies

Please note: Cancellation will not take effect until **we** receive all the required documentation to complete **your** cancellation request. If **we** or **MCLIT** are required to cancel the contract, **we** shall write to **you** at the last known address **we** have for **you** on our records. Cancelling any direct debit instructions does not mean **you** have cancelled the policy.

COMPLAINTS

It is **our** intention to provide **you** with a high level of customer service at all times. If **we** do not meet these standards, please contact **our** Complaints Department on the details below:

McClartys Insurance

66 Railway Road, Coleraine, Co. L/Derry, BT52 1PG

Email: complaints@mcclartysinsurance.co.uk

Please include all relevant information required for **us** to deal with your complaint, **we** recommend the following:

- State **your** name, address, and telephone number (*and email if applicable*).
- If **you** are acting on behalf of someone else, **we** will require their consent to discuss their personal matters
- Briefly describe what **your** complaint is about stating relevant dates and times, if applicable
- List **your** specific concerns starting with the most important concern
- State how **you** would like **us** to resolve **your** complaint
- State **your** preferred method of communication

Whether **you** contact **us** verbally or in writing **we** will acknowledge **your** complaint in writing within 5 working days, advising **you** of who is dealing with the matter and further details regarding **our** complaint's procedure. **We** aim to resolve all complaints within 20 working days. A copy of **our** full complaint's procedure is available at any time upon request.

To ensure **your** data is kept safe and secure, **we** will only correspond with **you**, the policy holder in relation to a complaint. Any correspondence issued will be sent to the address listed on **your** policy and/or quotation.

If **you** wish for **us** to disclose any information to a third party e.g. solicitor, **we** will require a hand signed letter from **you** giving explicit consent as to what information **you** wish for **us** to disclose and a copy of **your** photographic ID including **your** signature (e.g. driving licence). Please see **our** Data Protection and Privacy Policy for more information regarding who we share **your** information with.

If **you** are dissatisfied with the handling or outcome of **your** complaint, **you** may contact the Financial Ombudsman Service on the details below:

The Financial Ombudsman Service

Exchange Tower, London, E14 9SR

Phone: 0800 023 4567 / 0300 123 9123

Web Address: www.financialombudsman.com

You will not prejudice **your** rights to take legal proceedings if **you** refer **your** complaint to the Ombudsman's Service.

GOVERNING LAW AND LANGUAGE

This agreement shall be governed by the laws of Northern Ireland and the parties agree herewith that any dispute arising out of it shall be the subject to the non-exclusive jurisdiction of Northern Ireland. All communications between **us** will be in English.