

SECTION 1.0: WHO WE ARE AND WHO REGULATES US?

McClartys Insurance is a trading name of McClartys Limited. McClartys Limited is an appointed representative of MCL Insurance Services Ltd. MCL Insurance Services Ltd. is authorised and regulated by the Financial Conduct Authority [FCA]. Our FCA registration number is **306483**.

McClartys Insurance

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

Tel No: 028 703 25100

Fax No: 028 703 25105

E-mail: support@mcclartysinsurance.co.uk

Our permitted permissions are as follows: -

- ✓ 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 agent
- ✓ Assisting in the administration and performance of a contract of insurance
- ✓ Agree to carry on a regulated activity

You can check our status on the FCA Register at any time by visiting the FCA website: www.fca.org.uk/register

SECTION 2.0: OUR SERVICE TO YOU AND THE PRODUCTS WE OFFER

We act as an independent intermediary [Broker] on your behalf [the Client]. We offer a range of insurance products with a number of insurers and underwriting agencies who are also authorised and regulated by the FCA. Our service includes advising you on your insurance needs, arranging your insurance cover with 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.

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: -

Single Insurer: Classic Car, Horse, Legal Expenses & Breakdown Assistance, Livestock, Motorcycle, Portfolio, Self-Build and Travel.

Limited Panel of Insurers: Agricultural Vehicles, Bed & Breakfast, Business Cars, Caravan, Farms, Holiday Homes, Marine, Mini Bus, Motor Trade, Multi-Vehicle and Taxi.

Fair Analysis of the Market: Commercial Vehicles. Engineering, Fleet, Household, Liability, Private Car, Property Owners and Shops/Offices.

SECTION 3.0: WHAT WILL YOU HAVE TO PAY US FOR OUR SERVICES?

3.1 General Charges

The following charges will apply in addition to any insurer additional premium, however, for any policy without commission, an administration fee will be agreed with you in advance:

Transaction	Charge
Permanent Changes	£15
Temporary Changes	£15
Replacement Documents	£15
Driving Experience Letter	£15
New Business	£15
Renewals	£15
Direct Debit Defaults	£30
Credit/Debit Card Charges	£1.50

Commercial Direct Debit Defaults will be confirmed with you in advance of the policy being inception.

3.2 Cancellation and Return Premiums

1. If a mid-term adjustment provides a return, our commission will be deducted from said amount.
2. Returns will also be subject to our administration charges as details above in Section 3.1.
3. Our minimum return premium is: £25
4. There will be no return after 8 months on cover
5. Please allow 45-60 days for any refund
6. Returns may be with-held if we are awaiting any outstanding documentation

3.3 Premiums and Financial Aspects

To offer you credit facilities, we are registered under the Consumer Credit Act and our licence number is: **559768**.

We normally accept payment by Cash, Cheques and Credit/Debit cards. You may also have the option of spreading your payments through a credit scheme that we have arranged with **Close Brothers Premium Finance [CBPF]** T/A **Close Premium Finance [CPF]**.

CPF can be contacted on **0870 243 0026**. If you wish to make any adjustments to your direct debit details, such as your payment dates please contact CPF directly. A signed credit agreement is required for every direct debit case. This document will be sent to you by CPF along with your welcome pack.

3.4 Direct Debit Payments

We may keep certain documents, such as your Certificate of Insurance, while we are awaiting full payment of premiums. In these circumstances, we will ensure that you receive full details of your insurance cover and will provide you with any documents that you are required to have by law.

3.5 Client Account Management

Premiums that we collect from you will be segregated into and held in a Client Money Bank Account. This form of trust may be used to hold both retail and commercial client money in the same account. The client money will be held by us as a trustee on your behalf. The client money bank account is set up as a trust governed by the FCA rules. This means that once the client money is segregated into the Client Money Bank Account, it falls into our legal ownership but remains in the beneficial ownership of customers whose premiums are deposited in the account.

If, in the unlikely event that we become insolvent, the terms of the trust dictate that customers will have prior claim on the client money in the account according to the respective interests of the client money. The costs relating to the distribution of client money may have to be borne by the trust.

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

3.6 Disclosure of Commission

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

SECTION 4.0: CANCELLATION RIGHTS

The mediation contract is the agreement between you and us for the insurance mediation services that we provide to you in respect of your insurance requirements.

Once you have entered into the mediation contract with us, 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 cancellation 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.

To cancel this contract, please write to us at the address detailed in SECTION 1.0, returning any documentation (including your Certificate of Insurance, if issued) sent to you with a hand signed letter of cancellation, confirming when you wish for the cancellation to take place. The policy will not be cancelled until we are in receipt of all the relevant documentation.

If the policy is cancelled by either party within the "Cooling Off" period the insurers will normally charge for the Time on Risk [Days on Cover]. They may also apply an administration fee. These charges will be detailed in your policy booklet and/or your policy summary. In addition to this we may make a charge to cover our administration costs. However, the total administration fee applied by ourselves and the insurers will be a minimum charge of £30.

If the policy is cancelled by either party after the "Cooling Off" period, the insurers will apply a charge which will include their administration fee. The insurer's charges will be detailed in their policy booklet and/or policy summary. Our administration fee of £50 and any other related charges will also be deducted from the return premium.

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, again please write to us at the above address outlined in SECTION 1.0. If we are required to cancel the contract we shall write to you at the last known address we have for you on our records.

4.1 Cancellation Conditions

1. There will be no return following cancellation after an accident/claim
2. For direct debit cases, any interest will be deducted from any return due
3. If paying by direct debit and you make a claim the full amount will immediately become due
4. Please allow up to 45 - 60 days for a return

4.2 Policies Not Taken Up [NTUs]

If between asking us to start a new policy and the inception date of that policy you cancel the policy, however, it will be subject to a £25 charge.

SECTION 5.0: YOUR DUTY TO US [DISCLOSURE]

It is your responsibility to provide complete and accurate information to insurers when you take out a policy, throughout the life of your policy and when you renew the insurance. Failure to disclose information pertaining to your insurance, or any inaccuracies in information provided, could result in your insurance policy being invalid or cover not operating fully.

It is important that you ensure that all statements you make on proposal forms, claims forms and other documents, are full and accurate. If a form is completed on your behalf, you should check that the answers shown to any questions are true and accurate before signing the document.

SECTION 6.0: CONFIDENTIALITY AND DATA PROTECTION

All personal information about our customers is treated as private and confidential. We will only use and disclose the information we have about customers in the normal course of arranging and administering their insurances, and will not disclose any information to third parties without their written consent.

If you wish to change the persons who have authority to discuss your insurance requirements please contact us immediately.

In the interests of security and to improve our service, telephone calls may be recorded.

Under the Data Protection Act 1998, individuals have a right to see the personal information about them that we hold in our records. A charge of £10 is made for this service. If you wish to exercise this right, or have any other related queries, you should write to the **Compliance Officer** at the address outlined in SECTION 1.0.

SECTION 7.0: 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.

SECTION 8.0: 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.

SECTION 9.0: USE FOR MARKETING PURPOSES

We may use the information held about you, to provide you with information about other products and services which we offer and which we feel may be appropriate to you by email, telephone, text message, post or other means.

You may exercise your right to give notice to stop data being processed for marketing purposes by contacting us at any time. Please contact us by any of the methods outlined in SECTION 1.0.

SECTION 10.0: CLAIMS HANDLING

10.1 Accident Claims

All accident claims are handled by **Contact Claims**, 4 - 8 Kilcoole Park, Belfast, Co. Antrim, BT14 8LB. They can be contacted by telephone on: **028 907 22950**.

Any accident must be notified to Contact 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 insurers 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 claims representatives must receive your full co-operation and immediate attention.

Any solicitors / third party letters / correspondence received must be passed to Contact 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].

Contact 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 Contact Claims on the above contact number.

McClartys and Contact 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.

10.2 Windscreen Claims

All windscreen claims are handled by **Auto Windscreens**, Britannia House, Britannia Road, Chesterfield, S40 2UZ. They can be contacted by telephone on: **0800 587 6818**. An excess may apply for windscreen claims, please check your policy schedule.

SECTION 11.0 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 supply 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 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 within 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.

SECTION 12.0: 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.

SECTION 13.0: 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.

SECTION 14.0: COMPLAINTS

It is our intention to provide you with a high level of customer service at all times. If there are occasions where we do not meet these standards, either contact a member of Staff or write to the **Complaints Officer** at the address outlined in SECTION 1.0 or by email to complaints@mcclartysinsurance.co.uk. 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 complaints procedure. We aim to resolve any complaints within 20 working days. A copy of our full complaints procedure is available at any time upon request.

If you are dissatisfied with the handling or the outcome of your complaint, you may contact the **Financial Ombudsman Service**, without prejudice to your right to take legal proceedings, at South Quay Plaza, 183 Marsh Wall, London, E14 9SR. **Tel:** 0300 1239 123. Web address: www.financial-ombudsman.org.uk

We are also covered by the Financial Services Compensation Scheme. You may be entitled to compensation from this scheme if we cannot meet our obligations. This does depend on the type of business and the circumstances of the claim.

Insurance advising and arranging is covered for 100% of the first £2000 and 90% of the remainder of the claim, without any upper limit. For compulsory classes of insurance, 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.