

# about our insurance services

7 Eastern Road Romford Essex RM1 3NH

# 1. The Financial Conduct Authority (FCA)

The FCA is the independent watchdog that regulates financial services. Use this information to decide if our services are right for you.

# 2. Whose products do we offer?

- ☑ We offer products from a range of insurers.
- ☐ We only offer products from a limited number of insurers.
- $\square$  We only offer products from a single insurer.

## 3. Which service will we provide you with?

- ☐ We will advise and make a recommendation for you after we have assessed your needs for the risk in question.
- You will not receive advice or a recommendation from us for the risk in question. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.

# 4. What will you have to pay us for our services?

☑ A Fee. Full details will be provided to you before the contract is purchased.

Lloyd's Broker

□ No fee is normally charged. However, should a fee charge be necessary, full details will be provided to you before the contract is purchased.

You will receive a quotation which will tell you about any other fees relating to any other insurance policy.

# 5. Who regulates us?

Clegg Gifford & Co Limited, 7 Eastern Road, Romford, RM1 3NH is authorised and regulated by the Financial Conduct Authority. Our Financial Services Register number is 311900 Our permitted business is the advising and arranging of non-investment insurance contracts. You can check this on the Financial Services Register by visiting the FCA's website <a href="http://www.fsa.gov.uk/register/home.do">http://www.fsa.gov.uk/register/home.do</a> or by contacting the FCA on 0800 111 6768

# 6. What to do if you have a complaint

If you wish to register a complaint, please contact us:

... in writing write to: The Compliance Officer at the address shown above

... by phone Telephone number 01708 729500

If you cannot settle your complaint with us you may be able to refer it to the Financial Ombudsman Service.

## 7. Are we covered by the Financial Services Compensation Scheme (FSCS)?

We are covered by the Financial Services Compensation Scheme (FSCS). 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, 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.



# Lloyd's Broker

# Important Notes - April 2014

Clegg Gifford & Co Limited is authorised and regulated by the Financial Conduct Authority.

We are required by Lloyd's Byelaws to disclose to Clients that certain risks may be arranged via Binding Authorities granted to us by Lloyd's Underwriters.

It must also be drawn to your attention that Clegg Gifford & Co. Limited is a Lloyd's Broker which places insurance with a selected range of insurers. For Motor Trade and Taxi business we normally only use Tradex Insurance Company Limited an associated company. Tradex Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Financial Services Register no. 202917 and is also a member of the Association of British Insurers (ABI).

### **Customer Service**

As a customer of Clegg Gifford, we want to ensure that you enjoy the best possible service at all times, not least should you need to make a claim. Accordingly it is very important that you inform us of any change in circumstances since the last renewal or inception of your policy. Should a claim or change of circumstances arise before renewal date, the renewal terms or premium may be revised or withdrawn.

Failure to inform us of any changed circumstances could affect the validity of your insurance cover.

### Premium Receipt

All premiums received by us will be held on behalf of insurers in accordance with a written agency agreement. Premiums paid by Credit or Debit Card may be subject to a 2%% transaction charge.

## **Administration Charges**

A minimum of a £10 charge will be included to:-

- new business
- renewals
- adjustment to cover i.e. change of vehicles/drivers etc
- · cancellation of contract
- green card documents

A minimum of a £25 charge will be included to:-

• Duplicate No Claims Bonus evidence (Available by request).

Full details of any variance to the advertised charges will be notified to you prior to acceptance.

### Statement of Demands and Needs

For Motor, Household and Personal Insurance contracts, we have not provided you with a personal recommendation as to whether a policy is suitable for your specific needs. The product meets the demands and needs of those who wish to ensure that their vehicle or property is covered.

## Complaints

If at any time you have a complaint about the services which we provide for you, then you should initially place your objections in writing to the Compliance Officer at the address shown below. We will handle all complaints fairly and promptly. If you make a complaint we will acknowledge it, explain how we will handle your complaint, tell you what you need to do and keep you informed how your complaint is progressing.

## **Data Protection and Confidentiality**

We will treat any personal (or other) information received by us from you, about you with the utmost respect and where appropriate in accordance with data protection legislation, including the Data Protections Act 1998.

Information provided by you, or which is obtained from other sources in the course of our dealing with you, may be used by us to facilitate the provision of the services applied for or requested.

From time to time we may use your personal (or other) information to advise you of our services which may be of interest to you. If you prefer not to receive further information, please write to us.

Under the Data Protection Act 1998, you are entitled to a copy of your personal data held by us upon written request and payment of a fee.

It is essential that claims, or circumstances which could give rise to a claim are notified immediately to us at the address shown below. Such notification should include all material facts concerning the claim.

We will provide a claims handling service for as long as you remain a customer of Clegg Gifford and we will:

- if you require us to do so, give you guidance in pursuing a claim under the policy
- handle claims fairly and promptly and keep you informed of progress
- inform you in writing if we are unable to deal with any part of a claim
- account to you, without avoidable delay, once a claim has been agreed and settled

## Cancellation period

Under Financial Conduct Authority rules we have to give you certain information before you make your decision. If we have not given you this information when you buy your insurance (and you have not told us you do not want it) you will be allowed at least a 14 day cancellation period from the time you receive the information. If you do not want to continue with the insurance you may cancel the policy by writing to us at the address shown below within the 14 day period for which a pro-rata premium plus a reasonable administration charge will be made provided that you have not made any claims. In the event that you cancel a policy after the cancellation period has expired, you will be subject to a "Time on Risk" charge relating to the period that the insurance policy has been in force. You should note that this cancellation period does not apply to travel and baggage insurance or a similar policy where cover is for a duration of less than one month.

# **Key Facts**



	Description	Cover	Brief Explanation	Policy
				Page Number
				Tidanoca
1.	EMPLOYERS LIABILITY:- The Insurer will indemnify the Insured in respect of the Insured's liability for injury or death to employees including claimants costs and expenses	Limits of Indemnity available are: £10,000,000	Employers Liability covers the Insured in respect of certain potential liabilities to employees who suffer injury or disease during the course of their employment .This is a compulsory class of Insurance in the United Kingdom	6 to 7
	PUBLIC LIABILITY:- The Insurer will indemnify the Insured in respect of the Insured's liability for injury or death to any third parties or damage to third party property including claimants costs and expenses	Up to £10,000,000	Public Liability Insurance covers the Insured in respect of certain potential liabilities to other person(s) arising out of the day to day operation of the business	7 to 10
	PRODUCTS LIABILITY:- The Insurer will indemnify the Insured in respect of Insured's liability for injury or death to third parties or damage to third party property arising from any product supplied including claimants costs and expenses	Up to £10,000,000 (in the aggregate)	Products Liability Insurance covers the Insured in respect of certain potential liabilities to other person(s) arising out of the products which they manufacture or supply	10 to 11
2.	Employers Liability Section Features and Exclusions	Key Features: Work Overseas	Covers the Insured when temporarily overseas and undertaking their Business, and elsewhere in world in respect of non-manual work	6
		Extended Definition of Employee  Key Exclusions:	Cover includes Home workers, volunteers and work experience trainees	4 to 5
		Offshore	Cover excludes any employees working offshore	7
		Asbestos Conditions	Cover excludes any primary asbestos trades	7

# **Key Facts**



	Public Liability Section Features and Exclusions	Key Features:  Defective Premises Act  Leased or Rented Premises  Buildings Temporarily Occupied	Covers the Insured for liability arising out of the Defective Premise Act (s)  Covers the Insured for Damage to premises leased or rented to the Insured  Covers the Insured for Damage to buildings where Insured is occupying the building for the purpose of maintenance, alteration, extension, installation or repair	8 8 to 9
		Key Exclusions:		
		Employers Liability	Cover is not provided in relation Bodily Injury to an Employee	10
		Care, Custody and Control	Cover is not provided in relation to Damage to Property that is in the Insured's care custody or control	10
3.	Product Liability Section Features and Exclusions	Key Features:  Defence for a breach of Consumer Protection Act 1987	This covers the Insured for the costs and expenses incurred in defending a breach of the Consumer Protection Act 1987	11
		Key Exclusions:		
		Recall, Repair or Replacement	Cover is not provided in respect of Damage to or the costs of recalling repairing replacing any Product Supplied	11
		Product Supplied under the Insured's Control	Cover is not provided in relation to a product whilst still in the custody or under the control of the Insured or any Employee (i.e. no cover until the product has been supplied to another person(s))	11
		Export to USA or Canada	Cover is not provided for liability relating to any Product Supplied which to the knowledge of the Insured is for use in or supply to the United States of America or Canada	11
		Aviation, Aerospace and Marine Products	Cover is not provided for Products Supplied of this nature	11

# **Key Facts**



4.	General Policy Features and	Key Features:		
	Exclusions	Legal Expenses arising from Health & Safety legislation	This covers the Insured for the costs and legal fees in defending criminal proceedings brought in respect of breach of Health and safety legislation including Corporate Manslaughter	12
		Indemnity to Other Persons	Cover is extended to provide an indemnity to additional parties such as a contract principal or officer of the Insured's sports and social organisations	12 to 13
		Key Exclusions:		
		Radioactive Contamination	Cover is not provided for any liability relating to contamination by radioactivity	13
		War and Similar Risks	Cover is not provided in respect of liability caused by or happening through or in consequence of war, terrorism or acts of a similar nature	13
		Contractual Liability (not applicable to EL)	Cover is not provided for contractual liability unless sole conduct and control of claims is vested in the Insurer. Cover is not provided for contractual liability in relation to Products Supplied	13 to 14
		Pollution or Contamination (not applicable to EL)	Cover is not provided for liability relating to pollution or contamination unless it is sudden and accidental. Cover is not provided for the cost of removing nullifying or cleaning up pollution or contamination	14
		Professional Advice (not applicable to EL)	Cover is not provided for liability relating to any professional service, professional advice or design where provided for a fee.	14
		Total Asbestos Exclusion (not applicable to EL)	Cover is not provided for any liability arising out of or in relation to Asbestos	14
		Cyber Liability Exclusion	Cover is not provided for liability relating to information technology	14