

# Important Notes

## December 2018



**CLEGG GIFFORD**

STRONG INSURANCE FOR A TURBULENT WORLD

Clegg Gifford & Co Limited  
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### About us

Clegg Gifford & Co Limited (Clegg Gifford) is authorised and regulated by the Financial Conduct Authority (FCA), Guernsey Financial Services Commission (GFSC) and Jersey Financial Services Commission (JFSC). You can check our registration details by visiting:

- The FCA's website at <https://www.fca.org.uk/firms/financial-services-register>, our registration number is 311900.
- The GFSC's website at <http://www.gfsc.gg/The-Commission/Pages/Regulated-Entities.aspx>, our GFSC reference is 1013377.
- The JFSC's website at [http://www.jerseyfsc.org/insurance\\_business/general\\_insurance\\_mediation/regulated\\_entities/index.asp](http://www.jerseyfsc.org/insurance_business/general_insurance_mediation/regulated_entities/index.asp), our reference is GIMB0125.

Clegg Gifford is a Lloyd's Broker which places insurance with a selected range of insurers after a fair analysis of the market. The panel of insurers used includes both rated and non-rated companies. A list of all insurers can be found on our website at [www.cginsurance.com](http://www.cginsurance.com). Certain risks may be arranged via Binding Authorities granted to us by Lloyd's Underwriters or other authorised insurers.

In the majority of circumstances we will be acting on behalf of you, however, there will also be circumstances where we act on behalf of the insurer. Examples of when we will act on behalf of the insurer include cancellations, collection of documents & premium.

Clegg Gifford has been granted authority by a number of insurers to conduct on their behalf the underwriting and in some cases claims handling of their policies.

Customers should note that for some motor products we may use Tradex Insurance Company Limited (Tradex). Tradex is authorised by the Prudential Regulation Authority (PRA) and regulated by the FCA and PRA. Financial Services Register no. 202917 and is also a member of the Association of British Insurers (ABI). Tradex and Clegg Gifford have a common shareholding and any conflicts of interest that arise from this are dealt with within Clegg Gifford's Conflicts of Interest policy. We welcome any enquiries regarding this longstanding association between both companies.

### Your Responsibility

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. We would like to remind you that when answering questions we expect you to answer all questions honestly and accurately.

Incorrect information or a deliberate misrepresentation to us and/or an insurer could result in a claim not being paid in full, or at all, or in the cancellation of a policy. 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.

Commercial customers must disclose all facts material to the insurance they wish to take out. The facts you need to reveal are all those which the insurer needs to estimate your risk and set the premium and terms. This is a serious matter as if you do not disclose something that the insurer needs to know, you might not get your claim paid and you might lose your premium. You should answer all questions clearly and honestly to the best of your knowledge and not conceal or distort the truth. You have a duty to make a "fair presentation" when taking out a policy or making a change to one taken out before that date. The duty of "fair presentation" means you also have to make any disclosures in a way that is clear and substantially correct.

### Premium Receipt

All premiums received by us will be held on behalf of insurers in accordance with a written agency agreement. All insurers have granted us Risk Transfer, which means that your money is safe and when you pay us the money is deemed to be received by the insurer.

Direct debit facilities may be available through Clegg Gifford depending on the product.

### Remuneration

Clegg Gifford applies the following charges:

Taxi non-fleet Policies:	New business or renewal	£60.00	Mid-term adjustment	£40.00
	Duplicate documentation	£20.00	Cancellation	£40.00

All other non-fleet Policies:	New business or renewal	£25.00	Mid-term adjustment	£25.00
(including Motor Trade/CV)	Duplicate documentation	£15.00	Cancellation	£25.00
All Fleet Policies:	New business or renewal	£150.00	Mid-term adjustment	£50.00
	Duplicate documentation	£50.00	Cancellation	£50.00

In addition to the above administration fees, when you take out a policy with us the insurer also pays us a percentage of the annual premium. If we reach specific profit targets, the insurer may also pay us an additional sum – for further information please see our website at [www.cginsurance.com](http://www.cginsurance.com).

Under the binding authorities Clegg Gifford will receive commission in remuneration – these rates vary according to product, so full details can be found on our website at [www.cginsurance.com](http://www.cginsurance.com)

Clegg Gifford will earn commission in remuneration in respect of all insurance premiums paid via the direct debit facilities made available – these rates vary according to product.

## Statement of Demands and Needs

You will not receive advice or a personal recommendation from us. We will ask sufficient questions to establish your demands and needs. Any quotations given will be consistent with those demands and we will identify the lowest price products that meet those needs. You will then need to decide how to proceed and whether you consider the product suitable for you.

As soon as you receive your documentation, please ensure it is read carefully and fully. You should also ensure that you can answer yes to the following important questions:

- Am I a permanent resident of the UK?
- Is the cover provided adequate for my needs/business requirements?
- Am I certain that the optional extensions I have chosen are required and that I do not have this cover elsewhere?
- Do I understand what is not covered under the policy terms?
- Am I able to comply with the policy terms and conditions?
- Do I hold the relevant documentation required for me to comply with this policy?
- Am I aware of my obligations to advise Clegg Gifford of any changes during the policy term?

If you cannot answer yes to the above statements please contact us as soon as possible to discuss.

## Complaints

If at any time you have a complaint about the services we provide for you then you should contact the Compliance Officer, on the contact details shown below.

Post: 7 Eastern Road, Romford, RM1 3NH. Telephone: 01708 729591. Email: [compliance@cginsurance.com](mailto:compliance@cginsurance.com)

You may be able to refer your complaint to the Financial Ombudsman Service if you are dissatisfied with our response website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## Data Protection and Confidentiality

Data protection legislation (including the General Data Protection Regulation (GDPR) and Data Protection Act 2018) requires us to provide you with details about how we collect and use your personal information, the type of information we need from you and your rights relating to the information we hold about you. This information is all contained in our privacy policy, which can be found at <https://www.cginsurance.com/about-us/privacy-policy>.

All information received by us about you will be treated with the utmost respect and in accordance with data protection legislation.

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 other services which may be of interest to you, provided you have given us express consent to do so.

Under the data protection legislation, you:

- can obtain a copy of your personal information from us without charge by contacting us on the contact details shown below:
  - Post: Clegg Gifford & Co Ltd , The Compliance Department, 7 Eastern Road, Romford, Essex RM1 3NH
  - Email: [compliance@cginsurance.com](mailto:compliance@cginsurance.com)
  - Tel: 01708 729 500
- have the right to transfer information to other providers;
- have the right to ask us to correct any information we hold on you;
- have the right to ask us to delete any information we hold on you or to object to us using it, unless it is necessary for us to retain it for insurance, legal or financial purposes
- have the right to object to the processing of data.

## Claims

All incidents which may give rise to a claim must be reported immediately to us and/or your insurer regardless of blame.

If we have authority to handle claims on behalf of the insurer, we use Kindertons Accident Management (Kindertons) to deal with first notification of loss reports and the handling of claims for certain insurers on our behalf. You would have been advised if this service is available to you. If available, it is essential that incidents are notified to Kindertons immediately on 01260 292288. This reporting line is operative 24 hours a day.

We or our handling agents will provide a claims handling service for any claim occurring during the policy term and we will:

- Provide guidance
- Handle claims fairly, promptly and keep you informed of progress
- Not unreasonably decline to deal with a claim
- Inform you in writing if we are unable to deal with any part of a claim.

## Cancellation period

Cancellation fees are applicable regardless of whether cancellation is at your request or invoked by the insurer.

If you decide to cancel your insurance please contact us to discuss as there may be other options available. Please note that cancelling your direct debit does not cancel your insurance policy.

For all policies with a duration greater than 30 days you have a 'Cooling off Period' in which to cancel your policy without giving any reasons for cancellation. The 'Cooling off Period' is defined as 14 days from the start of your policy, or from the date you receive your policy documents, whichever is later. Cancellation within the 'Cooling off Period' will incur our administration charge as set out in the remuneration section above and the insurer will charge for any days of insurance cover provided (provided there have been no claims) plus an administration fee.

After the 'Cooling off Period' cancellations will incur our administration charge as set out above. Most insurers will make a charge for the time the insurance policy has been on cover, known as 'pro rata'. Some insurers will charge a percentage of your premium depending on how long the insurance policy has been in force, known as 'short period'. Examples of typical 'short period' rate charges are detailed in the table below:

Months on Cover	1	2	3	4	5	6	7	8
Premium Payable	25%	37.5%	50%	62.5%	75%	87.5%	100%	100%

If there has been any claim made on the policy (regardless of cancellation terms), the full premium is payable and no refund will be due. If you have paid your premium in full and have had no claims, you may be entitled to a refund of part of your premium. If you have chosen to pay your premium by instalments, any refund from the insurer will be used to settle the remaining balance of your finance before any refund due to you is calculated.