

Terms of Business

The Financial Conduct Authority (FCA) is the independent watchdog that regulates financial services and requires us to give you this document. Use this information to decide if our services are right for you.

About us: - McCumiskey & Co 137, Drumintee Road, Killeavy, Newry, County Down, BT35 8SY (Tel: 028 3088 8232 email info@mccumiskeyandco.co.uk) is authorised and regulated by the Financial Conduct Authority (FCA). Our permitted business is introducing, advising, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts and Credit Broking. Our FCA number is 306917. You can check these details on the Financial Services Register by visiting the FCA's website <http://www.fca.org.uk> or by contacting the FCA on 0800 111 6768.

Our service: – Unless otherwise confirmed, we will provide advice, and make recommendations, once we have assessed your needs. We generally advise on products from a range of insurer except for Gap and Excess Insurance covers which are placed with Jackson Lee Underwriting and travel insurance which is arranged with David Oliver Associates. In arranging insurance for our customers, we act as an Independent Intermediary. We act on your behalf in selecting an appropriate policy to meet your needs and in assisting you with claims matters. We may either act on your behalf, or on behalf of the insurer, in arranging your cover. Please let us know if you would like confirmation of the situation for any policy arranged for you.

Providing information to your insurers: - Your insurance is based upon the information provided to the insurance company. Unless otherwise indicated by the specific insurer underwriting your particular policy, the following circumstances apply. For Consumers (individuals buying insurance wholly or mainly for purposes unrelated to their trade, business or profession) this means that you must take reasonable care to answer all questions fully and accurately. Once cover has been arranged, you must immediately notify us of any changes to the information that has been provided to your insurers. Failure to provide accurate and up to date information may invalidate your insurance cover and mean that a claim may not be paid. All other customers must present the risk (i.e. the subject matter of the proposed insurance) fairly. This means that you must disclose to insurers, before arranging or renewing your insurance policy, and throughout the policy period, anything that might influence the judgement of an insurer in fixing the premium, setting the terms or determining whether they would take the risk. **Please discuss with us any queries you may have in relation to this.**

Credit references: - In providing a quotation or cover for you, a credit check may be completed on you. The fact that such a credit check has been completed will appear on your credit report whether or not your application proceeds.

Premiums and Financial Aspects: – We gladly accept payment by cash, guaranteed cheque. You may be able to spread your payments through Insurer's instalment schemes or a credit scheme with a Third Party provider. We shall give you full information about your payments options when we discuss your insurance in details and **we require the payment method to be confirmed and in place BEFORE the cover begins.** We may keep certain documents, such as your insurance policy documents or Certificate of Insurance, while we are waiting for full payment of premiums. In these circumstances, we shall 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. Please note that, should you choose to pay using a third party premium finance provider, any default on your part may incur additional charges. Should the finance provider cancel the arrangement, following default, they may then invoice us for the outstanding premium. In these circumstances, we may cancel your policy, retain the return premium from the insurer and pursue you directly for any outstanding balance.

Bank Account: – Premiums that we collect from you are held in an Insurance Broking Bank Account specifically used for the purpose of holding client premiums. Depending on our Terms of Agreement with Insurers' the premiums may be held as agent of the Insurer and treated as having been paid to the Insurer. Otherwise the premiums will be held by us as a trustee on your behalf. The Client Money Bank Account is set up as a trust as governed by FCA rules.

Charges: – We are remunerated via commission (a percentage of your premium or finance charge) paid to us by providers. In addition to the premiums charged by Insurers, the specific charge and purpose for any additional charge will always be advised to you in advance. We make the following charges to cover our administrative costs for the following activities: -

Mid-Term Adjustments	Up to £25.00
Replacement / Duplicate Certificates	£10.00
Payment by Credit Card	Nil
Confirmation of Cover/Questionnaires	£25.00

Cancellations	£50.00
Proof of Driving Letters	£25.00
Payment by Debit Card	Nil
Tax Covernotes	£15.00

Return Premium: – Return premiums usually arise if an insurance risk has been reduced or a policy cancelled. On a return premium, we repay commission on the amount to your Insurer, and this will be deducted from the final amount due to you. In view of the costs involved, we shall not issue any return premium that is less than £15.00 (after deducting reclaimed commission). An amount less than £15.00 will be held to your credit and can be utilised against any future insurance policy with us.

Claims: – Please contact us if you need to make a claim and we will advise you of the appropriate course of action.

Protecting your Personal Data (data)

We are the Data Controller for the data you provide to us. We need to use your data in order to arrange your insurance and associated products and for marketing purposes (please let us know if you would prefer not to receive marketing information from us). You are obliged to provide information without which we will be unable to provide a service to you. In order to provide services to you we may pass your data to other organisations, such as insurers, auditors, external consultants, credit providers, banks, financial transaction processors, crime and fraud prevention agencies and databases and regulators. We process all data in the UK but where we need to disclose data to parties outside the European Economic Area (EEA) we will take reasonable steps to ensure the privacy of your data. In order to protect our legal position, we will retain your data for a minimum of 7 years. We have a Data Protection regime in place to oversee the effective and secure processing of your data. You can request copies of the data we hold, have it corrected, sent to a third party or deleted (subject to our need to hold data for legal reasons). If you wish to complain about how we have handled your data, you can contact us and we will investigate the matter. If you are not satisfied with our response or believe we are processing your data incorrectly you can complain to the Information Commissioner's Office Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113

Complaints – It is our intention to provide a high level of service at all times. However, if you have reason to make a complaint about our service you should contact the Partners at the above address. If we are unable to resolve your complaint satisfactorily, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). Further information is available by calling the FOS on 0800 023 4567 or at <http://www.financial-ombudsman.org.uk>

How to cancel: - You may have a statutory right to cancel your policy within a short period. Please refer to your policy summary or your policy document or renewal notice for further details. If you wish to cancel outside this period cancellation rights will be as detailed in your policy document.

Compensation arrangements: - 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, 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 on 020 7892 7300 or at <http://www.fscs.org.uk>