

Client Agreement – How we are regulated

Rentguardian (Macbeth Scott & Co Ltd t/as)
3 New Road
Kendal
Cumbria
LA9 4AY

The Regulator

The Financial Conduct Authority (FCA) is an independent watchdog that regulates financial services.

Our Financial Services Register number is **303928** and you can check our status and permissions at <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768.

Our Activities

The FCA has authorised us to advise, arrange, deal in and assist with the placing and administration of all types of General Insurance policies.

We are also authorised to undertake the following Consumer Credit Activities:-

Credit Broking (where we act as a credit broker)

Our Service

We can act both as agent of insurer, and on behalf of you, the customer. We have in place management controls to deal with any conflicts of interest that might arise. Unless we advise you otherwise, we are acting on your behalf.

We also act on behalf of insurers when collecting premiums under risk transfer (See 'Money' section)

We will ask questions to enable us to assess reasonably your insurance requirements, this may include checking information that we already hold about you and your existing insurance arrangements with us and other parties.

We will provide you with advice and guidance, after assessing what you want and need and recommend a suitable policy based on our experience of dealing with similar risks.

We will confirm to you the level of service we are providing as part of our sales process. In all cases our service will include arranging and administering your insurance, including helping you with on-going changes.

If we use the services of another intermediary to place your insurance we will advise you of the name of the intermediary we use and the name of the insurer

Our Product Selection

The products we offer are from a single insurance provider for each type of business:-

<i>Property Owners:</i>	<i>Liverpool Victoria Insurance Co Ltd</i>
<i>Tenants Contents:</i>	<i>Towergate Underwriting Let Property</i>
<i>Rent Protection:</i>	<i>Legal Protection Group Limited</i>

In certain circumstances where the stated provider may not be available for use we will look at other markets and discuss the alternatives with you.

We will advise you if we are contractually obliged to use any insurer.

Money

We will hold money that you pay to us in accordance with the regulators rules or under a risk transfer agreement with insurers. This will include holding your money in the following way:-

A **non-statutory trust client bank account** that allows us to use the money held in trust on behalf of one customer to pay another customers premium before we receive it from that customer and to pay premium refunds or claims before we receive payment from Insurance Companies. This is a standard practice within the Insurance Industry and we cannot use your money for any other purpose. We do not pay any interest on premiums held by us in the course of arranging and administering your insurance, unless, in the case of consumer transactions we receive more than £20.00 per transaction, and then we will ask for your permission to retain the interest. Unless you tell us otherwise, you are consenting to us holding your money in this way.

Holding your money in this way means that in the event that this firm becomes insolvent your money remains protected.

In arranging your insurance we may employ the services of other intermediaries who are regulated by the FCA and your premium may be passed to these intermediaries for payment to insurers. These firms are also required to hold clients' money in a separate trust account. We will also inform you if at any time we are required to pass your premium to firms that operate outside the UK where the protection may be different. Should you not wish us to pass premiums to a firm outside of the UK, please inform us.

Our Remuneration

We usually receive a commission from the insurance provider with whom we place your business, and this is expressed as a percentage of the premium you pay and in such a case, the commission will be paid to us either when we are in receipt of cleared funds from you (or the premium finance company, if one has been used) or, when the insurer has received cleared funds from us in respect of the premium due under your policy. The individual agreements we have with each insurer will determine which of the two methods above is used to make this transfer of commission. We also receive commission for arranging finance agreements for the payment of insurance premiums and this is usually expressed as a percentage of the individual loan and is paid to us directly by the premium finance provider. We may also receive a commission or fee for passing introductions to other professional firms.

In addition, we also charge the following fees for administering your insurance, full details of which will also be provided to you at the outset of all contracts:-

<i>New Business and Renewals:</i>	<i>£15.00</i>
<i>Mid Term Adjustments and Cancellations:</i>	<i>£10.00</i>
<i>Replacement/Duplicate Documents:</i>	<i>£10.00</i>

Policies voided or cancelled from inception by insurers will be treated as a cancellation and we will retain any commission and fees before returning the net premium to you. By accepting these terms of business, you agree that we may retain the portion of the premium that relates to commission that would have been due to us.

Occasionally we may arrange a policy on which we earn no commission (a 'net premium policy') and in these cases we will advise you of the arrangement fee before you take the policy out.

You are entitled to request at any time, information about the commissions that we may have received in connection with your insurance, if you want this information please contact us.

Payment Options

We will provide you with full details of all the payment options available to you when we provide you with your insurance premium.

If you choose to enter in a finance arrangement, your details will be passed to a third party (insurer or lender) to enable them to contact you and you should contact us at the address given in this document if you do not want your details passed to that party. This finance arrangement will be subject to interest charges that we will confirm to you when providing the full details. Importantly, the arrangement you will enter into will be with the finance company not us. It is an entirely separate contract irrespective of the insurance contract. In the event of your failure to meet with the contractual obligations regarding payment the finance provider could approach the insurer to seek a termination of the insurance contract to recoup their outstanding finance arrears. You will be liable to pay their costs and charges if you do not keep up your repayments and cover is cancelled under your policy. This is because the agreement is between you, the policyholder and the finance company direct, not us or the insurer.

It is important that you read the finance agreement that is sent to you before you agree to enter into such an agreement and you should note that your policy cover will cease if you fail to keep up payments on an instalment agreement or premium finance facility related to it.

Please note that we only use Close Brothers Premium Finance for the provision of premium finance facilities and we do not charge any fees to you for introducing you to them.

If you are a consumer as defined under the Consumer Credit Act, you will have the benefit of a 14 day cooling off period.

Your Right to Cancel (Applicable to Consumers only)

Please contact us if you wish to cancel any policy that we have arranged for you. Customers acting outside their trade or profession (Consumers) will usually have a legal right to cancel policies for any reason, subject to no claims having occurred, within 14 days of receiving the full terms & conditions. You will always be advised where this Right applies. A charge may apply for the period of cover provided and, in addition, an administration charge will apply as shown in the charges section above, cancellation under this right must be in writing, prior to expiry of the cancellation period, to our usual office address.

Claims

We have no obligation to, but will offer our every assistance when acting on your behalf in relation to claims but it remains your responsibility to have read, understood or queried all policy documentation upon receipt.

All incidents that may give rise to a claim must be notified to us or your insurer in accordance with the terms of your policy. Delay on your part in notifying a claim may risk a loss you suffer not being paid in part or in full.

You must not under any circumstance admit liability for a loss or agree to any course of action, other than emergency measures carried out to minimise the loss, as you will risk your claim not being met in part or in full.

All correspondence, claims, writs, summonses etc should be forwarded immediately, unanswered, either to us or to your insurer. You are also reminded of your duty to keep all losses and costs arising from an incident to a minimum and that failure to comply with policy terms and conditions may invalidate cover.

We shall forward any payments received from insurers in respect of any claim to you, without delay, subject to the full premium having been paid.

We will provide a claim service for you as long as you remain our customer. We reserve the right to charge a fee for our claims services if you cease to be a customer but still wish us to handle any claim, providing we are prepared to do so.

Complaints

Our aim is always to provide our customers with a first-class service; however we are aware that, occasionally, it is possible that we may fail to meet your expectations. If for any reason we have not met your expectations, let us know as soon as possible, by calling our main office telephone **01539 721736**, or write to **Charles Scott, Macbeth Scott & Co Ltd, 3 New Road, Kendal, Cumbria, LA9 4AY** or email **Charles.Scott@macbethscott.co.uk**

If we are unable to resolve the issue to your satisfaction by the end of the next business day, we will formally investigate the matter. You will receive an acknowledgement of the matter together with a copy of our complaints process promptly and certainly within 5 working days. We will then aim to investigate and provide a resolution as quickly as possible, informing you of a final response no later than 8 weeks.

If you are not happy with our response, or the position after a period of 8 weeks, you may be eligible to refer your complaint to the Financial Ombudsman Service (FOS) for an independent assessment and opinion.

The FOS Consumer Helpline is on **0800 023 4567** (free for people phoning from a "fixed line" (for example, a landline at home) or **0300 123 9123** (free for mobile-phone users paying monthly charge for calls to No's starting 01 or 02). Alternatively you can contact them at:-

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR
www.financial-ombudsman.org.uk

A full copy of our complaints procedure is available on request.

Financial Services Compensation Scheme (FSCS)

If we are unable to meet our obligations, you may be entitled to compensation from the FSCS. If we have advised or arranged insurance for you this will be covered for 90% of a claim, without any upper limit, however claims under compulsory insurance, professional indemnity insurance and certain claims for injury, sickness or infirmity of the policyholder are protected at 100%. Further information is available from the FSCS helpline on 0800 678 1100 or 020 7741 4100 and www.fscs.org.uk.

The FSCS is the UK's statutory fund of last resort for customers of authorised financial services firms. Compensation is usually payable if an authorised firm is unable or unlikely to pay claims usually because it has ceased trading or become insolvent.

Privacy and Data Protection Notice

Macbeth Scott & Co Ltd acts in the capacity of the data controller and will treat all your personal information as private and confidential, even when you are no longer a customer in accordance with the Data Protection Act 1998 and subsequent legislation.

Our contact details for data protection purposes are:-

3 New Road
Kendal
Cumbria
LA9 4AY

Tel: 01539 721736

E-mail: commercial@macbethscott.co.uk

In the interests of security and to improve our service, telephone calls are monitored and recorded.

We will use and disclose the information we have about you in the normal course of arranging and administering your insurances and arranging the performance of a contract of insurance in order to meet our contractual obligations to you, which may include:-

- i) where we are required to do so by law
- ii) by virtue of our regulatory requirements and
- iii) passing information about you to credit reference agencies for the purposes of arranging payments by instalments and may also pass to them details of your payment record with us

However, where we need to collect sensitive or special categories of personal data in connection with your insurance application or policy, such as medical details or medical history, we will make this clear to you at outset and seek your additional consent before proceeding.

Insurers may also use the information you supply to obtain credit and other checks that they need to take from Credit Reference Agencies or similar sources which may show as an entry on your credit record. This may happen at quotation stage even if you do not proceed with a policy.

Should you not wish us to use or process your data in this way, we may not be able to arrange or administer your insurances or process data as necessary for the performance of a contract in order to meet our contractual obligations to you.

E-mail is not a completely secure means of transmission of data or documents, so by providing your e-mail address to us you are giving your informed consent to us using this method to contact you and to send you your policy documents. If you would prefer us not to use this method of contact, please contact us.

Provision of personal data is obligatory for us to meet these contractual obligations to you and will be held until such time as you request it is removed.

At renewal, we shall assume the personal and any special categories of data we hold about you is correct, and will ask you to confirm this. We will then use this to provide quotations when policies fall due for renewal. If this is not the case and the data has changed in any way, please let us know.

You have the following rights: request access to data relating to you, the rectification or erasure of data held about you (subject to other conditions), the right to request copies of your data held by us and the right to object to our use of your data.

We will not transfer any data that we hold about you outside of the European Economic Area, member countries of which apply the same level of protection to data held there as in the United Kingdom.

If you believe that any information we are holding about you is incorrect or incomplete, please write to or email us as soon as possible. We will promptly correct any information found to be incorrect. You also have the right to complain to the Supervisory Authority (ICO at ico.org.uk) about our data processing activities.

Where you have provided your consent in the following scenarios, we may use information held about you to:-

- i) provide you with information about other similar insurance products and services which we can provide as your insurance broker and which we feel may be appropriate to you, by email, telephone, post or SMS
- ii) other Macbeth Scott & Co Ltd group companies to provide you with other similar products and services

You may exercise your right to give notice to stop data being processed for any purpose by contacting us at any time. Contact may be made verbally by telephone on the number noted on page 1, or in writing by post or e-mail at the addresses also noted.

Except as set out in this document, we will not otherwise disclose any information to any other parties without your written consent, unless we are legally obliged to do so.