



Disclosure Document

OUR TERMS OF BUSINESS

Please read this document carefully. It sets out the terms and conditions on which we agree to act for you and contains details of our respective responsibilities. By asking us to quote for, arrange or handle your insurance, you are providing your informed agreement to these Terms of Business. This document will supersede any Terms of Business previously in force. Please contact us immediately if there is anything in these Terms of Business which you do not understand or with which you disagree.

References to “We” and “Us” means My Clear Health and our trading names, Clear Health is a trading style of The Clear Health Group Limited. References to “you” means the insured and/or their appointed agent.

THE FINANCIAL CONDUCT AUTHORITY

My Clear Health is authorised and regulated by the Financial Conduct Authority with FCA Register number is 788316.

We are an Insurance Intermediary, and our permitted business is arranging, advising, dealing as an agent, making arrangements, and assisting in the administration of Private Medical insurance Policies. You can check this on the FCA’s register by visiting the FCA website <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768.

OUR SERVICE

We offer a wide range of Private Medical Insurance products that are provided by AXA PPP Health Insurance and have access to numerous insurers in the marketplace for life insurance.

When we arrange your insurance; we’ll inform you of the nature of the service we provide. This will be a personal recommendation (advise) to buy a policy (or policies) we select from AXA PPP insurance undertaking (not based on a fair and personal analysis of the market).

We are under a contractual obligation to conduct insurance distribution exclusively with AXA PPP Health Insurance.

Unless we tell you otherwise, we do not have delegated authority agreement with regards to administering the policy and claims processing. Requests for cover or changes to your insurance are not effective until they are confirmed by the insurer.

DUTY OF DISCLOSURE

You have a duty to take reasonable care to answer the insurer's questions fully and accurately and to ensure that any information that you volunteer is not misleading.

This duty exists before your cover is placed, when it is renewed and any time that it is varied, and your policy wording may provide that it continues for the duration of the policy. If you do not do this, your insurer may be able to void your policy from inception and any claims under it would not be paid.

YOUR RESPONSIBILITIES

It is your responsibility to ensure that any proposal forms or any other applications that we complete on your behalf are accurate and complete. You must also review confirmation of cover/policy documents supplied by us to you to ensure that they accurately reflect your requirements. If we have provided your documents electronically you can ask us for a paper copy.

Particular attention should be paid to policy conditions, claims conditions and/or warranties (if applicable) as failure to comply may reduce or invalidate your cover. Should there be any discrepancies, you must notify us immediately.

CONFLICTS OF INTEREST

It is our aim to avoid any potential or actual conflicts of interest in our dealing with you, if a conflict does arise, we will advise you of this in writing. In the event that we identify such a conflict of interest in our providing any services to you we will notify you as soon as reasonably practicable and where we are able to do so, agree how to continue to provide the services. Nothing in this agreement overrides or discharges our duty to place your interests before all other considerations nor shall this agreement override any legal or regulatory requirements which may apply to us prevailing from time to time regarding your insurance.

COMPLAINTS

It is our policy to promote the highest standard of service for our clients. We endeavour to ensure that all complaints are resolved satisfactorily and in a timely manner. If you have a complaint about our services, you may contact the member of our staff whom you normally deal with. Alternatively, please contact us at the address below:

Write to: Unit 7, Venator House, 15-17 St Stephens Road, Bournemouth, Dorset, BH2 6LA.

Email: complaints@myclearhealth.co.uk Telephone: 0333 443 2203 (Mon-Fri 9am to 7pm).

You may make your complaint either orally or in writing. We will acknowledge receipt of your complaint promptly in writing and give you our response at the time if we can. If following receipt of our final response or after eight weeks if we have not yet provided you with our final response, if you are an eligible complainant, you have the right to refer your complaint to the Financial Ombudsman Service (FOS) at: Exchange Tower, London. E14 9SR Tel: 0800 023 4567. Further information is available on their website (www.financialombudsman.org.uk).

COMPENSATION

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. Insurance advising and arranging is covered by the FSCS for 100% of your claim if it relates to compulsory insurance. For other cases, it is covered for 90% of the claim, with no upper limit.

Further information about compensation scheme arrangements is available from the FSCS, via their website, www.fscs.org.uk or calling them on 0800 678 1100.

OUR REMUNERATION

Payment for our services is by way of commission from the insurer which is expressed as a percentage of the annual premium you pay.

Some of our staff may be paid a bonus if they hit pre-agreed sales targets

HANDLING CLIENT MONEY – STATUTORY TRUST

Client money is money of any currency that we receive and hold on behalf of our clients in the course of carrying on business as an insurance intermediary, or money that we treat as client money in accordance with the FCA Client Money Rules.

Your policy is arranged with an insurer where we do not act as agent in collecting premiums, all payments for the policies are paid direct by the policyholders to the insurers.

PAYMENT OF PREMIUMS & RENEWAL

Failure to pay premiums by the date specified may lead to cancellation of your insurance by the insurer. In addition, where a premium payment warranty applies failure to pay the premiums in accordance with the warranty will result in the automatic suspension of your policy until payment is made even if the insurer chooses not to issue notice of cancellation of your insurance. The insurer will not be liable for any loss suffered during any period of suspension.

The insurer will always contact you in good time before renewal to provide renewal terms. It is important that if you do not wish to renew that you inform them as soon as possible. When the payment for the contract you have undertaken is by instalments (e.g., by direct debit), some policies may be renewed automatically if you have not contacted the insurer to confirm that you no longer require such insurance.

USE OF PERSONAL DATA

We are committed to protecting your personal information. We will use personal information about you fairly and lawfully, primarily in connection with the provision of insurance.

Full details can be found in our Privacy Notice at www.myclarhealth.co.uk which specifies the information we may collect on you and from whom, how and why we use this information, how we may share (including with other companies we are in partnerships) and disclose the information and the retention of your data. In some instances, we may need to seek your consent before processing such data. We will always make it clear to you when and why we are seeking your consent. A hard copy of the Privacy Notice is available on request.

If you already hold a policy with us and have not chosen to opt out of e-marketing, then you will be on our eMarketing list. You can choose to opt out at any time by contacting us to update your marketing preferences.

Additionally, any e-marketing that you receive from us will include a clear opt out option.

You have a number of rights (including the right of access to see personal information about you that is held in our records) and these are detailed in the Privacy Policy, but for any questions or concerns relating to the Privacy Policy or our data protection practices, or to make a subject access request, please contact us at: info@myclearhealth.co.uk

We are registered with the Information Commissioner's Office (ICO) – you can check this at www.ico.org.uk.

For security, training and audit purposes calls to and from our offices may be recorded.