



# GENERAL INSURANCE TERMS OF BUSINESS 01.06.22

MacDonald Group and Partners& are trading styles of Partners& Ltd, which are authorised and regulated by the Financial Conduct Authority (FCA). Our FCA registration number is 308261. You can check this on the FCA's Register by visiting their website: [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by contacting the FCA on: 0800 111 6768.

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 authorised to undertake certain Consumer Credit activities. We only transact non-investment insurance contracts on your behalf on the basis of a fair and personal analysis of the market. Depending on the type of cover you require, we will either look at a range of insurers that is representative of the insurance market, select from a limited panel of insurers or offer you a contract from a single insurer. Any advice or personal recommendation that we offer to you, will be based on a fair and personal analysis, and based on your stated needs, circumstances and takes into account any restrictions that you wish to place on the type of products you would be willing to consider. There may be instances where we need to refer cases to a third-party specialist insurance broker. If this is the case we will advise you the basis of the arrangement in good time before any such arrangements are finalised.

With very few exceptions, we will confirm to you in writing the basis of our reason for recommending the products arranged on your behalf along with details of any special risks associated with the product recommended. Unless confirmed in writing, to the contrary, we will assume that you do not wish to place any restrictions on the advice we give you.

Full details of the products we may recommend to you including, for example, the minimum duration of the product, information on the right to cancel or whether no right to cancel arises, and any other early termination rights and penalties, will be covered in the relevant product disclosure information you will receive before conclusion of any contract.

Any products we have arranged for you, will not be kept under review but we will advise you upon your request. However, we may contact you in the future by means of an unsolicited promotion (by telephone or post) should we wish to discuss the relative merits of a particular product or service which we feel may be of interest to you. Please note that you have the right to request that we do not contact you in this way.

If you buy an insurance product, we will normally receive commission from the product provider. Although you pay nothing up front, that does not mean our service is free. You are still paying us indirectly through product charges. Product charges pay for the product provider's own costs and any commission the provider may pay to us. If you buy direct, the product charges could be the same as when buying through an adviser, or they could be higher or lower.

We may also charge a fee. You will be notified of the fee amount which is payable by you prior to conclusion of the contract. Our fees for new business and renewal transactions are detailed in the table below:

Contract Type	Fee	Mid-term Adjustment Fee
Household	£20	£10
Private car	£30	£10
Commercial Vehicle	£40	£10
Travel	£30	£10
Commercial	£40	£15
Taxi	£35	£15
Fleet	£40	£15

The fee amounts quoted above reflect the level of our costs associated with the servicing of your business, they are the minimum applicable for each business type and may be varied on a case by case basis. Commercial and Fleet contracts will be calculated individually and agreed with you prior to us undertaking any work for you. Any likely variation in these charges will be advised to you when you take out or renew insurance.

Additionally, we offer a Loss Resolution Service, the details and cost of which will be presented to you within the literature we provide if we feel this service would be of benefit to you. If this service has not been accepted and this service is required, we reserve the right to charge for this.

It is possible that an insurer will make a further payment to us based on the overall level of business we transact with them. It is not possible to know whether anything will become payable or how much, however we can confirm to you that the insurer we recommend to you will be the one that best meets your needs.

There is no additional cost to you for using a means of distance communication.

Client money is money in any currency which we hold on behalf of our clients. We will hold money that you pay to us in accordance with FCA rules.

We collect and hold money in a Non-Statutory Trust account pending payment. The establishment of the Non-Statutory Trust account follows FCA rules introduced to protect money held by authorised intermediaries. This money will be held in trust under English law. However, you should be aware that, under the Non-Statutory Trust account rules, we are permitted to use such monies temporarily held to advance credit to clients generally.

A copy of the Deed of Trust is available on request or may be inspected at our premises during normal office hours. If you object to your money being held in a Non-Statutory Trust account, you should advise us immediately. Otherwise, your agreement to pay the premium together with your acceptance of these Terms of Business will constitute your informed consent to our holding your money in a Non-Statutory Trust account.

By holding your money in this way, this means that in the event this firm becomes insolvent, your money remains protected.

Interest earned on monies held in such a Non-statutory trust account will be retained by us. In the case we receive more than £20 per transaction, we will ask for your permission to retain the interest.

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.

We may withdraw any commission due to us following receipt of your payment, which may be prior to us transferring the premium to the insurer or other intermediaries.

If you choose to enter into a finance arrangement, this will be subject to interest charges which we will confirm to you when providing you with the full details. Importantly, the arrangement you will enter into will be with the finance company, not us.

If any credit agreement payment is not met, you acknowledge that we may instruct on your behalf the relevant insurer to cancel the insurance and to collect any refund of premiums which may be made by the insurer and use it to offset any outstanding costs. Cancellation of the insurance policy will mean there is no cover in force should a claim occur.

Full payment of premium, fees, taxes and charges is due before cover commences, or as otherwise stated in our invoice or letter regarding payment which will be issued to you.

We reserve the right to retain certain documents such as your Policy, Motor Certificate or No Claims Bonus Proof until all premiums, fees, tax and charges have been paid. In these circumstances we will ensure that you receive full details of your insurance cover and will provide you with any documents you are required to have by law.

## Cancellation Rights

### Cancellation of Insurances

Policies may be cancelled by notifying us in person, by telephone, letter or email confirming the reasons for and date of cancellation. In the event of cancellation, charges for our services will apply in accordance with the 'Payment for Our Services and of Premiums' section of this agreement.

The terms of your policy may allow insurers to retain the premium in full or to charge short period premiums in the event of cancellation before the policy expires.

A personal policy which lasts for more than one calendar month may be cancelled by you within 14 days of the start of the policy date, or the date you received the full policy documents from us or your insurer.

### Ending Your Relationship with Us

If you wish to end your relationship with us, please notify us in writing. These instructions will take effect from the date of receipt. You will be liable for any transaction effected or charges due before final instruction is received.

You should note that cancellations cannot be backdated. In the case of motor insurance, policies can only be cancelled by you once you have returned the motor insurance certificate or motor cover note.

In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice. Valid reasons may include but are not limited to non-payment of premiums, fees, taxes and charges, failure to provide requested documentation or information, deliberate failure to comply with terms set out in insurers documentation, deliberate misrepresentation or non-disclosure or attempted fraud, use of threatening or abusive behaviour or language, or intimidation or bullying of our employees or suppliers.

Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed in accordance with these terms of business. You will be liable to pay for any transactions concluded prior to the end of our relationship and we will be entitled to retain commission received for conducting these transactions, together with all fees charged by us for services provided.

In the event that we no longer place insurance for you and if we continue to handle your claims, we will agree a separate fee for future work.

## Money Laundering

In accordance with UK legislation and regulations in relation to money laundering, we may request certain information and evidence from you for the purposes of confirming your identity. By accepting these terms, you agree to provide such documentation as we may require upon demand in order to fulfil any legal obligations we may have from time to time.

## Claims Handling Procedures

All incidents with the potential to give rise to a claim must be reported to us immediately and we will advise you of the appropriate course of action to be taken. Alternatively, claims can be reported directly to insurers by way of their telephone claims helpline, details of which will be shown in your policy documents. Failure to notify insurers promptly may entitle them to reject your claim.

Do not admit liability or agree to any course of action, other than emergency measures needed to minimize the loss, until insurers have given their agreement. Do not dispose of any damaged items as these may be required for inspection by the insurer. There may also be claims requirements and reporting conditions as detailed in your policy documents, which you must adhere to. You may be required to provide original proof of purchase documents, valuation reports and photographs to substantiate your claim.

We will provide a claims handling service for as long as you remain a client of ours, however, we reserve the right to charge a reasonable fee for our services if, for any reason, you cease to be a client, but wish us to continue handling ongoing claims on your behalf. It is at our discretion as to whether we decide to offer this ongoing service to you.

For certain types of insurance, it is possible that a claim may be made under a policy long after expiry date of cover. It is therefore important that all policy documents are kept safely and those which provide protection after the expiry date of the policy are retained even after cancellation or transfer to a new insurer.

## Sanctions

We expect all individuals and entities with whom we do business to pay due regard to, and to co-operate in respect of the observance of any applicable international economic, financial or trade sanctions legislation.

## Your Protection

We will always aim to act in your best interests, however there may be situations where we or one of our other clients has some form of interest in the business being transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your own interests, we'll write to you and ask for your consent to proceed before we carry out any business for you. We'll also let you know the steps we'll take to make sure you are treated fairly. Please ask if you would like to see our Conflicts of Interest Policy.

Your insurance/protection cover is based upon the information you provide to the insurance company. For all individuals (known as consumers) buying insurance this means that you must take 'reasonable care' to answer all questions asked by the insurer fully and accurately. For general insurance policies such as car insurance or liability insurance, once cover has been arranged, you must immediately notify the insurers of any changes to the information that you have already provided. Failure to provide accurate and up to date information may invalidate your insurance cover and mean that a claim may not be paid. Where you are buying insurance on a business/commercial basis you must ensure that you provide a 'fair presentation of risk' to the insurer. This means disclosing all matters that you know, or ought to know, would influence the insurers decision on offering cover or terms. You should, at least provide sufficient information to alert the insurer to make further enquiries about circumstances that may be material to the risk. Failure to disclose relevant information may invalidate the insurance and result in a claim not being paid.

## Warranties and Conditions Precedent

Your policy contains a number of WARRANTIES and CONDITIONS PRECEDENT.

Warranties may also be referred to as conditions, endorsements or special terms. These warranties are terms which you must comply with word for word, otherwise the insurer might not pay any claims and might cancel your policy from the start, even if there is no connection between a breach of these terms and the cause of the loss. Failure to comply with these terms may leave you with no insurance cover and your claim not being paid.

Conditions Precedent: Some conditions do impose a responsibility on you to have done something or completed something before a certain section of the policy will operate. If you do not comply with the request as stated, cover will not be in place.

Please ensure you read the insurance documents carefully and ask if you are unsure on any matter.

## Limitation of Liability

The extent of our liability in connection with the services provided to you under these terms in respect of all losses, claims or liabilities arising, whether in contract, negligence, breach of statutory duty, or otherwise, is limited to a total aggregate amount of £3m. Under no circumstances do we accept liability for any losses which are contributed to by your own negligence; arise from your failure to provide information which we have reasonably requested about

your insurance risks; or which are not a reasonably foreseeable consequence of our action. We shall not be liable to you for loss of or corruption of data, loss of profit, loss of anticipated savings, loss of business, loss of opportunity, depletion of goodwill, additional operational and administrative costs and expenses, the cost of procuring replacement goods or services, any punitive or exemplary damages or any indirect or consequential loss or damage. All warranties, conditions and other terms implied by law are, to the fullest extent permitted by law, excluded from this agreement.

## Complaints and Compensation

Our aim is always to provide our customers with a high quality insurance 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 01494 450011 or write to Charles Bettinson, MRIB House, Amersham Hill, High Wycombe, Buckinghamshire HP13 6NU.

When dealing with your complaint, we will follow our complaints handling procedures. a summary of these procedures is available on request. If you are still not satisfied, you may refer the matter to the Financial Ombudsman Service (FOS) by calling them on 0800 0234 567; or by writing to them at Exchange Tower, London E14 9SR; or by emailing them at [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

For further information you can visit their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

We are covered by the Financial Services Compensation Scheme (FSCS) for our insurance mediation activities.

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.

Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 (free phone) or 020 7741 4100 or at [www.fscs.org.uk](http://www.fscs.org.uk).

## General Data Protection Regulation

We adhere to the requirements set out in the General Data Protection Regulation. Our Privacy Policy sets out all the information relating to the data we collect from you and how we use it. It also gives you information on who you should contact if you have any questions about how your data is handled.

Our Privacy Policy will be issued to you at first contact with us and again at a later date should there be any changes to the policy. The policy is also available on our website for viewing at any time at <http://macdonaldgroup.uk/privacy-policy/>

## Motor Insurance Database

Your motor policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers Bureau (MIB). MID data may be used by the DVLA for the purpose of Electronic Vehicle Licensing and by the Police for the purposes of establishing whether a driver's use of the vehicle is likely to be covered by a motor insurance policy and/or for preventing and detecting crime. In the event of an accident the MID may be used by insurers and the MIB to identify relevant policy information. You can find out more about this from us or at [www.mib.org.uk](http://www.mib.org.uk)

## Fraudulent Claims

Insurers pass information to the Claims and Underwriting Exchange run by Insurance Database Services Ltd and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers. The aim is to check information provided and also prevent fraudulent claims.

## Credit Reference Checks

To help make sure you get our best deal, to ascertain the most appropriate payment options for you and to help prevent fraud, some insurers use public and personal data from a variety of sources, including credit reference agencies and other organisations. Any credit reference agency search will appear on your credit report whether or not your application proceeds.

## Confirmation of Cover

We will normally deal with requests to place, increase or amend your insurance cover on the day your instructions are received, or on the next working day if it is a weekend or public holiday.

Sometimes changes cannot be processed and cover cannot be placed without obtaining additional information or documentation. If this is the case, we will contact you as quickly as possible.

We will provide confirmation of cover, or confirm changes to your policy, once agreed. We will also advise you of any premiums, fees, taxes and charges you must pay, or premiums we must return to you.

Please note that any instruction sent by post, electronic mail, fax, text message or via a telephone voicemail message is not deemed to have been received by us until it reaches the relevant personnel in our offices and cover cannot be assumed until we have confirmed this to you. If your request for an amendment is urgent please call us to ensure we are able to provide cover for you with in the required time frame.

We cannot accept responsibility for failures in the postal, electronic or telecommunication systems.

## Mid Term Appointment

In circumstances where you appoint us to act as your insurance intermediary, and to administer policies arranged by another intermediary or intermediaries, we will not be liable for any loss resulting from the advice or possible negligence of your previous intermediary or intermediaries, howsoever caused. Unless instructed otherwise, we will not undertake to review any of your previous insurance contracts other than contracts currently in force at the time of appointment. A review will be undertaken as soon as practically possible or at a minimum, at the next available renewal. We will discuss with you how current and future claims arising from policies not arranged by us will be administered.

## Invalidity and Severability

If any provision or term of this agreement shall become or be declared illegal, invalid or unenforceable, all other terms and/or provisions shall remain in force and effect.

## Law and Language Applicable

This Terms of Business document is subject to English Law and the jurisdiction of the English Courts.

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