



## GENERAL INSURANCE TERMS OF BUSINESS (V/2)

MacDonald Group GI LLP are an independent insurance intermediary, authorised and regulated by the Financial Conduct Authority (FCA). Our FCA registration number is 928234. 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. However, we do not offer advice on Pure Protection policies such as, but not limited to: Term Assurance, Private Medical Insurance, Payment Protection Insurance, Permanent Health Insurance, Key Person Insurance or Shareholder Protection Insurance. We are also 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 take 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 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.

We have a price match arrangement in place with certain Insurance Companies whereby they will price match the best price we research at renewal and if this provides equivalent or improved terms we will place the business with them. We may receive additional remuneration if we place the business with these insurers.

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

MacDonald Group GI LLP handle money for general insurance business, but we do so under the basis of a risk transfer agreement with insurers, whereby we act as an agent of the insurer. This relates to all items of client money including premiums, premium refunds and claims monies. **We operate a non-statutory trust insurer bank account** in accordance with our agreements with Insurance Companies that transfer the risk of money we receive from customers to them, these agreements deem any money you pay to us, to be received by them and they will bear the risk of any losses in the event that our firm becomes insolvent. This includes claims money or premium refunds we receive prior to being paid to you. **By holding your money in this way means that in the event that this firm becomes insolvent your money remains protected.** By accepting these terms of business you are giving your express agreement to MacDonald Group GI LLP to operate its insurer money arrangements in the way outlined above. Any interest earned on any monies held in a Non-Statutory Trust Account will be retained by us.

Your premium may be paid to someone other than your insurer, for instance, we may pay your premium to another broker who has arranged the policy. If this is the case we will use appropriate skill, care and judgement in our selection of third parties in order to ensure adequate protection of client money.

### Cancellation rights

Your insurance contract may include a cancellation clause and you may have the right to cancel your policy. If you decide to cancel your insurance contract within any stipulated timeframe and you have not made a claim on the policy, you may be entitled to receive a refund of any premium paid, less any reasonable costs incurred by the insurer in providing the cover. 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 – please check your policy documentation for further information or ask a member of staff for clarification. Please note our commission and, where appropriate, fees are fully earned from the date insurance cover commences and will not be refundable in the event of cancellation, avoidance or early termination of a policy.

### 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.

### Continued Overleaf...

## 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.

## 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 £10m. 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. All warranties, conditions and other terms implied by law are, to the fullest extent permitted by law, excluded from this agreement.

## Complaints

We are committed to providing our customers with a highest possible level of service but things can go wrong in any business. If for any reason we have not met your expectations please contact: **The Compliance officer, MacDonald Group, Corrie Lodge, Millburn Road, Inverness, Highland, IV2 3TP, Tel: 01463 223555**

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service (FOS). The FOS is an agency for arbitrating on unresolved complaints between regulated firms and their clients. Full details of the FOS can be found on its website at: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## The Financial Services Compensation Scheme (FSCS)

We are covered by the 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. The FSCS is the UK's statutory fund of last resort for customers of authorised financial services firms. The FSCS can pay compensation if an authorised firm is unable or likely to be unable to pay claims against it, usually because it has gone out of business or is insolvent.

Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance (motor and employers liability), 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 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.

## Law and Language applicable

Unless we agree otherwise: Scottish Law will govern the provision of the services covered by these terms and the Scottish courts will have exclusive jurisdiction over any dispute.

## MacDonald Group GI LLP Trading names and Appointed Representatives

MacDonald Group GI LLP uses the following trading styles:

**MacDonald Group**

MacDonald Group also has the following Appointed Representatives:

**Albany Insurance Services Ltd.**

**Commercial Risk Services Ltd.**

**Garry Hay Insure Ltd**

**Insure Scotland Ltd.**

Independent Insurance Intermediaries: Members of Willis Towers Watson Networks ([www.wtwnetworks.co.uk](http://www.wtwnetworks.co.uk))