

PLEASE ASK IF YOU REQUIRE THIS DOCUMENT IN LARGE PRINT OR ELECTRONIC FORMAT.

## Our Terms of Business Agreement for CONSUMERS

**This document sets out the terms on which we agree to act for you, details of our services, arrangements for dealing with Your insurance as well as our regulatory and legal responsibilities. Please read this document carefully and retain a copy for Your records.** Tony McDonagh & Co. Ltd may be referred to as 'TMD Insurance Group', 'We', 'Us' and 'Our' throughout this document.

The English language will be used for all communications, the contractual terms and conditions, and any information we are required to supply to You, before and during the period of the contract. These Terms of Business shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales. Please contact us immediately by the methods shown below if there is anything in these terms of business which you do not understand or with which you disagree. We are happy to answer any questions and willing to explain these terms and the reasons for them. **We have designated you as a Consumer, which means your insurance requirements are NOT related to a trade or business.**

**You are deemed to have accepted these terms of business unless you advise us otherwise within 7 days of receipt.**

## Our Regulator and Authorisation

**The Financial Conduct Authority** is the independent watchdog that regulates financial services.

Tony McDonagh & Co Ltd is authorised and regulated by the Financial Conduct Authority. Our Financial Services Register number is 307258. You can check our status at <https://register.fca.org.uk> or by contacting the FCA on 0800 111 6768.

Our permitted activities as an insurance intermediary includes arranging general insurance contracts, dealing in and assisting with the placing and administration of general insurance policies.

Our Company is registered in England & Wales under Company Registration Number 02856600. Our Registered Office is Avoca House, The Pavilion Business Centre, 6 Kinetic Crescent, Enfield, EN3 7FJ.

## How We Treat Information You Give Us

We are a data controller and are registered with The Information Commissioners Office in the UK. We undertake to comply with the Data Protection Act and regulations in all our dealings with your personal data. Your personal information will be kept secure.

Our latest privacy notice is always available on our website at [https://tmdinsurance.co.uk/images/documents/TMD\\_Privacy\\_Policy\\_24\\_01\\_23.pdf](https://tmdinsurance.co.uk/images/documents/TMD_Privacy_Policy_24_01_23.pdf)

It explains how we use and look after your personal data, who we share it with and what data protection rights you have. We can post you a copy of our privacy notice if required. Information about You and Your insurances will be held while You are a client and for a minimum of three years, and in certain circumstances up to six years, after expiry of Your policies. Under the Data Protection Act data subjects have the right to see, and correct, personal information about them that We hold.

Please note: For mutual protection, to allow us to improve our customer service and for training purposes, all calls may be recorded including outbound calls made by us to yourself or someone acting on your behalf.

## Our Service to You and the Products We Offer

**We are an independent insurance intermediary**, who acts on our customers' behalf in arranging insurance. Our services include: assessing Your insurance needs and Personally Recommending policies suitable for You; arranging Your insurance cover with insurers to meet Your requirements; and helping You with any ongoing changes You have to make. We typically offer advice from a range of insurers, representing a fair analysis of the market, which means that we will have compared products from a sufficiently large range of insurance providers in terms of cover, price, quality of service and other relevant features in order to select appropriate policies for you. However, under certain circumstances we may only deal with a limited panel, or single insurer or we may use a specialist intermediary to access the insurance product that most suits your needs. We will notify You of the insurers considered and intermediaries approached when this applies. **We will advise and make a personal recommendation** for You after we have assessed Your demands and needs. Our advice will be confirmed in a demands & needs statement, giving reasons for our recommendation.

Occasionally, you will not receive advice or a recommendation from us. In these circumstances you will need to make your own choice about how to proceed based on the information we supply to you. We will advise you when this applies.

## Payment Options & Provision of Credit

We normally accept payment by guaranteed cheque, BACS or the following credit or debit cards – Visa, Mastercard and Maestro.

Full payment of the premium and associated fees is due before cover commences unless otherwise stated within the terms of credit, debit note, invoice or statement issued to you. In the event of late or non- payment, we may charge default interest at a rate of 1.5% per month from the due date for the payment until the date payment is received. The charge for pursuing debt recovery will be £50.00 plus any associated costs

You may be able to spread Your payments through insurers' instalment schemes or a credit scheme, providing that you meet their acceptance criteria, which we have arranged with an established insurance premium finance provider. Rates and acceptance may be subject to a full credit check. We will give You full information about Your payment options and the appropriate finance agreement when we discuss Your insurance in detail. Please note instalment schemes or credit schemes are not available for all the cover types we arrange and/or services offered.

**Please Note:** Your policy cover will cease if you fail to keep up payments on an instalment agreement or premium finance facility related to it and your credit rating may be affected. In entering into a credit agreement to pay your insurance premium you give the finance provider the legal right to cancel your insurance policy on your behalf in the event that you default on the loan and offset any refunded premium against the outstanding amount owed to them. This means that if you default on your payment terms and the finance provider requests that we cancel your policy, we will do so as your agent.

## Credit Checks

We are a credit broker, not a lender. We and other firms involved in arranging your insurance (Insurers, other intermediaries or premium finance companies) may use public and personal data from a variety of sources including credit reference agencies and other organisations. This information is used to help tailor a price, to ascertain the most appropriate payment options for you and to help prevent fraud. Some insurance and finance providers we use will conduct a full credit check and share Your payment record with other lenders, all of which will be recorded on Your credit record. **Please advise us if You do NOT consent to a full credit check being undertaken. Please note if you do not consent to a full credit check being undertaken and you require premium finance**, this may affect our ability to offer instalment facilities to You.

In relation to the provision of credit, we offer only the facilities provided by Insurers, or those of Premium Credit Limited and Close Brothers Premium Finance from whom we may receive a commission. Where a choice of providers is available, which could include instalment facilities provided by your insurer, we will explain the reason for our selection on any credit product offered.

## How We Treat Payments You Make to Us

Under the terms of our agreements with the Insurance companies with whom we place business, we normally receive premiums You pay to us as Agent of the Insurer.

All insurance premiums You pay to us are protected in a Non-Statutory Trust Client Account until we pay insurers. We may use premiums kept in this account to provide credit to our customers, and, as a result we maintain additional capital resources and strict credit-control and monitoring procedures, as required by the FCA. We do not pay any interest on premiums held by us in the course of arranging and administering Your insurance.

To safeguard your money, we vet our banking partners carefully, but we will not be liable to you for any loss resulting from the failure of any bank holding client money to meet its obligations as a result of insolvency or similar default.

## Our Fees and Charges for Providing Our Services to You

We usually remunerate in connection with your policy(ies) which may include a commission payment from the insurer /product or service provider and is calculated as a percentage of the total annual premium (excluding insurance premium tax).

Where you pay on credit, we will also receive commission from the premium finance provider. Insurer commissions do vary. We also make the following charges to cover the administration of Your insurance:

Arranging new policies	£25.00
Mid-term adjustments	£25.00
Renewals	£25.00
Hard Copy Replacement/duplicate certificates or cover notes	£20.00
Unpaid Cheques	£10.00

Mid-term cancellations and other refunds are paid NET of commission and in addition we charge an administration fee of £25.00.

Personal lines/Retail policies cancelled during the ‘Right to Cancel’ period will be subject to an administration charge of £25.00, in addition to the premium charged by the insurer for the period of cover provided. If we arrange a policy on which we earn no commission we will advise You of the arrangement fee before You take the policy out.

**We may also make additional charges specific to the arrangement and servicing of certain policies, but these will always be advised to You in advance.** Where we may receive additional remuneration based on the volume or profitability of our account with an insurer/product or service provider we will advise You of this.

Other Companies may be involved in placing your policy(ies). If they charge a fee for those services, we will tell you what those fees are and they will be included in the price we charge you.

## Your Right to Cancel

If you are a “consumer” (an individual buying insurance wholly or mainly for purposes unrelated to their trade business or profession) then you usually have the legal right to cancel a policy within 14 days of receiving the full policy terms and conditions. This timescale may vary depending on the policy purchased but the terms will be explained in your policy documents.

The right of a consumer to cancel a policy does not apply:

- If an incident has occurred within those 14 days, where a claim is or could be made, including by someone else;
- To policies of less than one month in duration, such as short-term travel insurance.

A charge may apply for the period of cover provided and, in addition, we may make an administration charge as detailed above. If You cancel a credit agreement You will need to repay any sums provided in full. If You cancel after the 14 days has elapsed, short-period cancellation rates apply. **If You wish to cancel a policy You must advise us in writing, prior to expiry of the 14-day cancellation period, to our usual office address.**

For Pure Protection Policies (i.e. Life or private medical insurance) you may have the right to cancel your policy or credit agreement for any reasons, subject to no claims having occurred, within 30 days of receiving the full terms and conditions. You will always be advised where this right applies. Providing no claim has occurred during this 30 day period a charge will not apply for the cover provided. If you cancel after the 30 days, short period cancellation rates and additional charges may apply. If you wish to cancel a policy you must advise us in writing prior to expiry of the cancellation period.

## Claims

As part of our service, we will assist You with any claim You need to make and tell You what Your responsibilities are in relation to making claims. All incidents which could lead to a claim must be reported as soon as practicable. Please refer to your policy documents if you need to report a claim. You should contact us or the insurer direct as soon as you become aware of any incident which could give rise to a claim. Your insurer's claims contact number is shown in Your policy documents.

If you do not tell your insurer of an incident that could give rise to claim promptly, your insurer may refuse to deal with your claim or reduce the amount that you may receive from them. You must notify insurers of all incidents even if you think you are not liable or at fault.

Your policy(ies) may also be subject to claims notification conditions and/or warranties. If you fail to comply with these, it may mean a claim will not be paid. Therefore, in the event of an incident that may give rise to a claim, please refer to your policy wording to check for such conditions or warranties.

We do not accept liability for any unpaid claims amounts if an insurer becomes insolvent or delays making settlement.

## Insurer Security

The insurers we use are regulated and are required to have adequate capital resources. We will endeavour to check the financial security of all insurers. We will do this by using industry rating agencies information where it is available. However, we cannot guarantee the future solvency of any insurer we place business with. An insolvent insurer may be unable to pay claims or may be unable to pay them in full and you may have to pay a further premium to pay for alternative insurance cover. 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 to you. Please read more in the Financial Services Compensation Scheme (FSCS) section below.

## Your Responsibility to Provide Information

Your insurance is based upon the information provided to the insurance company.

As a "Consumer" (which means you are an individual buying insurance wholly or mainly for purposes unrelated to their trade business of profession) you must take reasonable care to answer all questions honestly, fully, accurately and to the best of Your knowledge, and if You volunteer any other information, You must ensure that the information is not misleading. If any information that You have provided to us changes before You take out Your insurance, during the life of the policy or at renewal, You must inform us of the change. If You deliberately, recklessly or carelessly misrepresent any information in relation to this insurance then Your policy may be cancelled without refund, or treated as if it never existed, or Your claim rejected or not fully paid.

## How to Complain to Us

We aim to provide you with a high level of customer service at all times however, if you wish to register a complaint about our service please contact our Complaints Officer at:

Avoca House, The Pavilion Business Centre, 6 Kinetic Crescent, Enfield, EN3 7FJ  
 Tel: 01992 703000  
 Email: [insurance@mcdonaghs.co.uk](mailto:insurance@mcdonaghs.co.uk) with "Complaint" noted in the subject heading.

We will provide you with a summary of our complaints procedure and respond to you promptly. We will keep you informed of the progress of your complaint and aim to make a final response to you within eight weeks, or keep you informed as to why this is not possible. In the event that your complaint relates to activities or services provided by another party, we will ensure that your complaint is appropriately forwarded in writing, and will track the progress of the complaint and responses of that party.

If you cannot settle your complaint with us, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS) for an independent assessment. The FOS Consumer Helpline is on 0800 023 4567 and their address is:

Exchange Tower, Harbour Exchange Square, London, E14 9SR  
 Their website is at: <http://www.financial-ombudsman.org.uk/>

### Lloyd's

Where your complaint relates to a policy provided by Lloyd's, please contact us in the first instance so we can provide guidance on how to proceed. Lloyd's provides a free complaint resolution service where disputes are reviewed on the balance of probabilities, having regard to the evidence submitted by both parties. Lloyd's aims to conclude the majority of complaints received within 8 weeks in accordance with the Financial Conduct Authority Handbook. The matter should be referred to the Complaints Resolution Team at Lloyd's. Their address is:

Complaints, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent, ME4 4RN  
 Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
 Tel: 020 7327 5693  
 Fax: 020 7327 5225

The Lloyd's complaints procedure is set out in a leaflet entitled "Your Complaint – How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and is also available from the address noted above. If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service (FOS) as detailed above.

Please note that if your complaint relates to the service provided by an insurer, please follow the complaints procedure set out by your insurer in your policy documents.

## The Financial Services Compensation Scheme (FSCS)

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 to you. This depends on the type of business and the circumstances of your claim. Generally, insurance advising and arranging is covered for 90% of the claim amount, without an upper limit. For compulsory classes of insurance (e.g. motor insurance and employers' liability insurance, professional indemnity insurance), insurance advising and arranging is covered for 100% of the claim, without an upper limit. You can obtain further information about compensation scheme arrangements from the FSCS on 0800 678 1100 (Freephone) or at [www.fscs.org.uk](http://www.fscs.org.uk). The FSCS does not apply to the following types of insurance: aircraft, ships, good in transit, aircraft liability, liability of ships and credit.

## Setting Sums Insured and Indemnity Values

You are responsible for telling us (and your insurer) and ensuring that the sums insured and/or indemnity values are adequate under your policies. Whilst we seek to assist in establishing and maintaining sums insured and indemnity values, we cannot accept responsibility for their accuracy. It is strongly recommended that the appropriate Professional (e.g. Surveyor/Accountant) be consulted to ensure that the sums insured and indemnity values under the policy are suitable. If you are under-insured insurers may not pay a claim in full or in part.

## Under-Insurance and the Average Clause

In the event of under-insurance insurers may reduce the amount of any claim settlement in proportion to the under-insurance. For example, if you only insure for 50% of the correct value, only 50% of your claim will be paid.

## Limit of Liability

If you are categorised by the FCA as a “consumer” (broadly an individual acting for purposes outside your trade, business or profession) our liability for losses suffered by you as a direct consequence of any negligent performance of our services shall be limited in all circumstances to £1,000,000 per event unless it is deemed unreasonable to do so by a court of law and the duty of liability arises under the regulatory system. If you are not categorised as a “consumer” our total liability shall be limited to £1,000,000.

Claims arising due to loss of revenue; loss of opportunity; loss of reputation; loss of profits; loss of anticipated savings; increased costs of doing business; or any indirect or consequential loss, Tony McDonagh & Co Ltd, and/or its affiliates will have no liability in any circumstances.

In respect of any other claim arising out of our performance or non-performance of our service, our liability shall be limited to the amount of commission and fees which we have received for arranging your insurance during the 12 months prior to such claim arising.

## Liability of our Directors, Officers and Employees

You agree not to make any claim personally against any employee, director or officer arising out of the work and services provided under these Terms of Business. This clause does not in any way limit or affect our liability to you as set out above.

## Taxation

Insurance Premiums attract Insurance Premium Tax at the prevailing rate. Engineering inspections and some other services attract VAT at the prevailing rate. Some premiums/fees may not have a taxation element at all.

## Money Laundering

If we suspect criminal offences such as money laundering or terrorist financing, we must report this to the National Crime Agency. These reports are confidential and we will not tell you if they have been made.

Claims payments will only be made to you, the insured parties or those entitled to receive them.

## The Criminal Finances Act 2017

We do not tolerate tax evasion, bribery, fraud, corruption, money laundering, terrorist financing or any other financial crimes.

## Sanctions and/or Embargos

If sanctions and/or embargoes are imposed by Governments, and/or banks choose not to handle payment in respect of various countries or persons, this may restrict the provision of insurance cover, the services that can be provided or payments under such cover.

It is everyone's responsibility to comply with sanctions legislation, and we expect you to comply with the requirements of any sanctions legislation that may apply to you. We expect you to fully disclose any exposure that you are aware of, or become aware of relating to either sanctioned persons, locations or goods where it may have an impact on our business.

In performing our duties, we may have to:

- I. advise you that our bank(s) have chosen not to handle payments relating to your transaction which will prevent the provision of cover and related services;
- II. suspend any payments until a relevant governmental body confirms that no sanctions/embargoes have been breached and/or a licence can be issued by the relevant authority; and
- III. advise you that some insurers may seek to cancel cover if they believe there has been a sanctions/embargo breach.

We will make reasonable efforts to warn you should we become aware that an issue may impact upon the insurance we place on your behalf or restrict the payment of any premiums or claims.

## Committal to Terms

This agreement shall become effective between both parties when cover is taken out and supersedes all previous agreements whether oral or written.

## Termination of this Agreement

You may cancel these Terms of Business with us at any time. If you do so, we will continue to be entitled to receive any fees or commissions payable. We reserve the right to resign as your broker. If policies are to be cancelled, you will be given notice in accordance with the terms of the insurance policy(ies). We will continue to fulfil any outstanding regulatory responsibilities to you following termination of these Terms of Business.

## Severability

If any part of these Terms of Business is or becomes illegal, invalid or unenforceable then that part shall be deemed to be removed from these Terms of Business and shall not in any way affect the legality, validity or enforceability of the remaining Terms of Business.