



# **Terms of Business**

MDDUS Solutions

September 2022

# IMPORTANT INFORMATION AND CONSUMER TERMS OF BUSINESS

<u>Contents</u>	<u>Page</u>
1. IMPORTANT INFORMATION	
1.1. How we can help you	1
1.2. Who are we regulated by?	1
1.3. Are we covered by the Financial Services Compensation Scheme? ("FSCS")?	2
1.4. Complaints	2
2. TERMS OF BUSINESS	
2.1. Your duty in relation to the questions asked	3
2.2. Our Services	3
2.3. Cancellation and mid-term adjustments	4
2.4. Our right to set off monies you owe us	4
2.5. Information on our remuneration	4
2.6. Incidents, potential claims and how to make a claim	5
2.7. Limitation/Exclusion of Liability	5
2.8. Terms of Payment	5
2.9. Renewal of Products	6
2.10. Client money	6
2.11. Confidentiality and data protection	6
2.12. No waiver, amendments and our right to assign	7
2.13. Governing Law	7

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# 1. Important Information

This document sets out the terms of business on under which we carry out our services for you ("Terms").

We are MDDUS Solutions, MDDUS Solutions is a trading name of MDDUS Services Limited, a company incorporated in the United Kingdom under company number SC615691 and our registered office is at Mackintosh House, 206 St Vincent Street, Glasgow, Scotland, G2 5SG. Reference to "us", "we" or "MSL" throughout these Terms means MDDUS Solutions.

## 1.1. How we can help you

We are able to assist you with arranging the following products ("**Products**"):

- 1) **Mutual membership** – We can assist you with arranging membership of the Medical and Dental Defence Union of Scotland ("MDDUS"). MDDUS is a medical defence organisation. Membership offers a range of benefits including:
  - a) Access to expert advice from the wide range of ethical, medico-legal and risk related issues that may arise out of your practise;
  - b) Regulatory assistance and representation;
  - c) Access to risk education resources and training.

Membership of MDDUS is not an insurance product.

- 2) **Discretionary indemnity** – We can arrange membership of MDDUS to include access to indemnity in respect of claims brought against you. This indemnity is provided by MDDUS on a discretionary basis. MDDUS is not an insurance company and membership is not an insurance product.
- 3) **Insurance products** – As an alternative to discretionary indemnity, we can arrange an insurance policy on your behalf with MDDUS Insurance Limited ("MIL" or "the Insurer"). MIL is registered and authorised to underwrite insurance in Guernsey (registration number 92263).

## 1.2. Who are we regulated by?

In respect of our insurance distribution services, we are authorised and regulated by the Financial Conduct Authority ("FCA"), FCA Register 915843. You can check this on the Financial Services Register by visiting the FCA's website <https://register.fca.org.uk/s/> or by contacting the FCA on 0800 111 6768. Our permitted activities are arranging insurance cover, dealing as agent and assisting with the administration and performance of policies – all in connection with general insurance. This does not apply to the mutual membership products.

The mutual membership products and our services in respect thereof are not regulated by the FCA.

## 1.3. Are we covered by the Financial Services Compensation Scheme (“FSCS”)?

If we have arranged an insurance product for you, you may be eligible for compensation from the Financial Services Compensation Scheme in the event we cannot meet our obligations to you, depending on the circumstances of the claim. Further information about compensation scheme eligibility and arrangements is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk). This does not apply to mutual membership products.

## 1.4. Complaints

We aim to provide a high standard of service, but if things do go wrong, we are committed to resolving matters promptly and fairly. If you wish to register a complaint, please contact us:

- By post: MDDUS Solutions,  
206 St Vincent Street,  
Glasgow,  
G2 5SG;
- By email: [solutionscomplaints@mddus.com](mailto:solutionscomplaints@mddus.com)
- By telephone: 0141 2202990

In all cases, please quote your Product number or other reference we have given you.

If we have arranged an insurance product for you and you are unhappy with our decision in respect of a complaint, or if we do not complete our investigation within 8 weeks, you may be entitled to refer your complaint to the Financial Ombudsman Service (“FOS”). The FOS is an independent service for settling disputes between businesses providing financial services and their customers ([www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)). This service is free to customers. The service of the FOS is not available in respect of complaints regarding mutual membership products.

Our complaints procedure for the Products is available upon request.

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## 2. Terms of Business

These Terms constitute our standard client agreement upon which we intend to rely. They will apply to the services we will provide to you, so we recommend you read them carefully. If you do not understand any point, please ask us for further information.

These Terms supersede all proposals, prior discussions and representations (whether oral or written) between us relating to our appointment as your agent in connection with the arranging and administration of your Product. These Terms constitute an offer by us to act on your behalf in the arranging and administration of your Product.

You're instructing us to arrange, renew or otherwise act for you in connection with Product matters will constitute acceptance of these Terms. If you do not wish to be bound by these Terms then you should not instruct us to arrange, renew or otherwise deal with your Product needs.

### 2.1. Your duty in relation to the questions asked

In arranging your Product, both we and the Insurer or MDDUS (as the case may be) will ask a number of questions which you are required to answer. Please take reasonable care to answer all the questions honestly, to the best of your knowledge and provide full answers and relevant details. If you do not answer the questions honestly or to the best of your knowledge, then your policy or membership may be cancelled, or your claim under a policy or membership may be rejected or not fully paid.

Where help text is provided in relation to a question, please ensure that you read this fully to ensure the correct answer is provided.

### 2.2. Our Services

We are an insurance intermediary. We work on your behalf to:

- find a Product that meets your needs;
- arrange your insurance or membership; and
- administer your policies or membership and any claims made under them on your behalf.

The insurance policies we arrange are underwritten by MDDUS Insurance Limited, registered office at PO Box 33, Dorey Court, Admiral Park, St Peter Port, Guernsey, CY1 4AT ("MIL/the Insurer") which is registered and authorised to underwrite insurance in Guernsey (registration number 92263). The only instance in which we act as agent of MIL is in the receiving, holding, payment and refund of insurance premiums. At no time will our duty to MIL override our primary obligation to act in your best interest.

The discretionary mutual memberships we arrange are with The Medical and Dental Defence Union of Scotland, registered office at 206 St Vincent Street, Glasgow, Scotland, G2 5SG ("MDDUS"), company number SC005093. MDDUS is a not-for-profit mutual organisation founded by and for healthcare professionals. Established in 1902, MDDUS has over 50,000 current members and net assets in excess of £437m. MDDUS is not an insurance company and all benefits of membership are provided to members at the discretion of MDDUS.

We do not provide advice on contracts of insurance or other products that we sell and you will need to make your own choice about what product to choose. We will endeavour to ensure that

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MDDUS Insurance Ltd is an insurance company wholly owned by MDDUS which is authorised and regulated in Guernsey (PO Box 33, Dorey Court, Admiral Park, St Peter Port, Guernsey, GY1 4AT) by the Guernsey Financial Services Commission (GFSC Register 92263).

the Products or services match your stated requirements. We will seek to identify your needs in reliance upon information which you provide to us. If we cannot match all your requirements, we will seek to provide you with enough information so you can make an informed decision about your Product.

We will explain the main features of the Products and services including details of the insurer or the discretionary mutual, main details of cover and benefits, any unusual restrictions or exclusions, any significant conditions or obligations which you must meet and the period of cover. If you need extra time to consider the products or services, we will endeavour to: (a) provide all the information we believe you need to make an informed decision, and/or; (b) provide you with a sample policy if you ask for one.

MIL, MDDUS and MDDUS Solutions are associated companies as they are part of the same group. Both MIL and MDDUS Solutions are wholly owned subsidiaries of MDDUS, registered in Scotland.

## **2.3. Cancellation and mid-term adjustments**

You will find full details about what to do if you want to adjust or cancel your Product and any related charges which may be levied by your insurer or discretionary mutual in your insurance policy wording or membership agreement (as applicable).

If you cancel your policy during a period of insurance in which you have made a claim, you will not be entitled to any refund of premium. If you have not made a claim during the period of insurance in which you cancel, MIL will refund part of your premium where required by law, but may make refunds in other circumstances, entirely at its discretion. We do not charge cancellation fees.

Membership with MDDUS is on an annual basis. If you cancel your MDDUS membership during a membership year, MDDUS may refund part of your subscriptions at its discretion. We do not charge cancellation fees.

Where you request a mid-term adjustment, we may pay a refund in certain circumstances. We will not charge administration fees for mid-term adjustments.

Where you are paying for your insurance by instalments, and an instalment payment is not received by us on or before the date when it is due to be paid, you agree that we may on your behalf instruct the insurer to cancel the insurance (or where the first instalment payment has not been received, notify the insurer that the policy has not been taken up) and offset any refund of premium which may be received against any money which you owe to us or to the Insurer. In such circumstances, you will remain liable for any premium due relating to the time you were insured. You will also be responsible for putting in place any alternative insurance.

## **2.4. Our right to set off monies you owe us**

We will set-off any amounts due to us from you against any monies which we may receive on your behalf (such as claims monies or refunds of premium or subscription monies).

## **2.5. Information on our remuneration**

We receive commission from MIL if we arrange an insurance product for you, which is a percentage of the insurance premium paid by you. This includes additional insurance premiums which are due by virtue of changes to your requirements during the policy term, such as mid-term adjustments.

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We similarly receive commission from MDDUS if we arrange a membership product for you, which is a percentage of the subscription paid by you. This includes additional subscriptions which are due by virtue of changes to your requirements during the membership term.

We do not charge you fees for our services.

You are entitled at any time to request information in relation to any commission earned as result of placing your business through us.

## **2.6. Incidents, potential claims and how to make a claim**

If you wish to report a claim or potential claim, please follow the instructions provided in your insurance or membership documents (as applicable), quoting your policy number or membership reference number or other reference given to you.

It is essential you notify us promptly after discovery of all incidents or allegations that may result in a claim against your Product. You must do so whether you believe you are liable or not. Any failure to do so may result in MIL or MDDUS (as the case may be) refusing to accept a claim. Any letter or other communication making allegations which could give rise to a claim which is received by you from any third party must be passed to us immediately, without acknowledgment. Only by providing prompt notification of incidents can MIL or MDDUS take steps to protect your interests.

## **2.7. Limitation/Exclusion of Liability**

Your Attention is specifically drawn to this clause which limits or excludes our liability to you. 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 £2,000,000 per claim. In respect of any other claim arising out of our performance or non-performance of the services hereunder our liability shall be limited to the amount of commission and fees which we have received for arranging your Product(s) during the 12 months prior to such claim arising.

We shall not be liable to you for any economic loss, loss of profit or loss of business, whether directly or indirectly occurring and which arises out of or in connection with these Terms. Nothing in this paragraph shall exclude or limit our liability for death or personal injury caused by our negligence, or for loss caused by our fraud, wilful misrepresentation or breach of regulatory obligations owed to you.

## **2.8. Terms of Payment**

In the absence of any alternative terms which we agree with you in writing (such as payment by instalments which we can arrange for you) our payment terms are as follows:

- a) new Products – full payment of premium or subscription on or before the inception date of the policy or the membership start date (as applicable); or
- b) mid-term adjustments to existing Products - full payment of any additional premium or subscription and any other fees on or before the effective date of the change; or
- c) renewals – full payment of premium or subscription and fees on or before the inception date of the new Product.

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Where we have agreed to accept payment by instalments, we will not charge interest or an admin fee. Payment terms require payment in full on or before the date that each becomes due for payment.

We normally accept payment by bank transfer or cheque (full details available on request).

**It is imperative you comply with all payment terms and due dates set out in this paragraph, or any such other terms and dates which we agree can be substituted for any of them. In the event that you fail to pay any premium/subscription or other fees due within the payment, MIL or MDDUS (as applicable) may cancel your Product from the inception or renewal date and any claims submitted may be rejected.**

## 2.9. Renewal of Products

Prior to the expiry of your Product, where we will be inviting a renewal, we (or MIL or MDDUS as the case may be) will send you details of the premium or subscription to be paid and terms to renew your Product.

In order to protect your interests relating to maintaining insurance or discretionary indemnity cover, and in the event that we do not receive your instructions and payment prior to the date of renewal, we reserve the right (but shall have no obligation) to renew your policy or membership and (in the case of direct debit/instalment payments) to continue to accept payment from you unless and until you specifically notify us in writing that you wish to cancel your Product. In circumstances where we have assumed (in the absence of instructions to the contrary) that renewal is required, you may be liable to make payment to us and/or MIL or MDDUS.

## 2.10. Client money

If we arrange insurance with MIL on your behalf, your premiums are paid directly into an account that we operate on behalf of MIL, in accordance with FCA regulations.

If we arrange membership with MDDUS on your behalf, your subscriptions are paid directly into an account of MDDUS.

By accepting these terms, you consent to your premium or subscriptions (and/or other related money) being held in accordance with this paragraph.

## 2.11. Confidentiality and data protection

All information about you of a sensitive or personal nature will be treated as private and confidential. We will however use and disclose the information we have about you in the course of arranging, placing and administering your Product. This may involve passing information about you to MIL or MDDUS, other intermediaries, risk management assessors, uninsured loss recovery agencies and other third parties involved (directly or indirectly) in your Product.

We may also pass information about you to credit reference agencies in connection with the assessment of your financial standing generally and, in particular, where you have requested an instalment plan – this may include details of your payment record with us.

We may also pass information about you to other companies which are in, or are associated with, our group. We or they may also use the information we hold about you to provide you with information on other products and services we or they can offer and which we or they feel may be of interest to you.

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If you do not wish to receive marketing information from us or them, or for us to disclose information about you to other parties for marketing purposes, please contact us immediately.

In the interests of security and to improve our service, telephone calls may be monitored and/or recorded.

## **2.12. No waiver, amendments and our right to assign**

Any delay on our part in enforcing any of the rights under these Terms, either in whole or in part, shall not be deemed to be a waiver of such right.

Without the agreement of the other, neither we nor you may alter these Terms at any time during our appointment (including for the avoidance of doubt during the term of your Product). We reserve the right to make amendments that are required to reflect a change of applicable law or regulation. Whenever possible we will provide at least one month's written notice to you, before any such changes take effect.

We may freely assign or delegate all or any part of these Terms and/or the services to any third party. In the event that we assign or delegate all, or any part, of these Terms to a third party your rights under these Terms will not be adversely affected.

## **2.13 Governing law**

Under the laws of the United Kingdom (England, Scotland, Wales, and Northern Ireland) We and the Policyholder may choose the law which applies to this contract to the extent permitted by those laws.

Unless We and the Policyholder agree otherwise in writing, the law of England and Wales will apply to this Policy

Any legal proceedings between Us and the Policyholder in connection with this Policy will only take place in the courts of England and Wales unless agreed otherwise.

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