



TERMS OF BUSINESS

This Terms of Business Agreement ('Agreement') is effective from 1st August 2019 and supersedes any similar agreements previously issued by us. It sets out the terms upon which we agree to act for our clients and contains details of our regulatory and statutory responsibilities. It also sets out some of your responsibilities. **Please read it carefully.**

Please contact us immediately if there is anything in this Agreement which you do not understand or with which you disagree.

About us

Quantum Underwriting Solutions Ltd of Building 11, Hatton Technology Park, Dark Lane, Hatton CV35 8XB is an Appointed Representative of Stackhouse Poland Ltd of The Walbrook Building, 25 Walbrook, London, EC4N 8AW, part of the Gallagher Group of companies. Stackhouse Poland Ltd is authorised and regulated by the Financial Conduct Authority (FCA). The firm reference number is 309340. You can check this information on the Financial Services Register by visiting the FCA's web site at <https://register.fca.org.uk> or by contacting the FCA on 0800 111 6768 (freephone) or 0300 500 8082.

Our permitted business includes advising, arranging, dealing in and assisting with the placing and administration of General Insurance policies and credit broking.

Quantum Underwriting Solutions Ltd does not hold shares in the insurance undertakings with which we place our clients' insurance, and no insurers hold shares in Quantum Underwriting Solutions Ltd.

Our products & services

We are an insurance intermediary which acts on our customers' behalf in arranging insurance. We offer a limited range of general insurance products and services and will, by requesting information from you to assess your demands and needs, advise you accordingly.

For Household and Motor insurance we only select products from Chubb European Group SE ('Chubb'), BMS Group Ltd and XL Catlin. We may also place your insurance using alternative access to insurers. In handling these policies we will act solely as your agent, including when assisting you with any claim.

For Directors & Officers Liability insurance we only offer products from Chubb. In handling these policies we will act as your agent when sourcing the policy and when assisting you with claims, but as agent of the insurer under a delegated authority when placing the business and issuing the policy documentation.

We do have access to other markets for contract works, marine, property owners and aviation products. In finding an insurance solution that meets your demands and needs, we may either conduct a market analysis of potential insurers, or we may only consider a specific product from a single insurer, or products from a panel of insurers. We may also place your insurance using alternative access to insurers, including through our managing general agents, which may include Gallagher's group managing general agent, Pen Underwriting Ltd, Inspire Underwriting Ltd and other group companies which may have similar arrangements with insurers.

For these products we will inform you at inception and at every renewal how we made our product selection and the capacity in which we are acting.

Unless otherwise advised, the 'Services' we provide are:

- advising you on your risk exposure and insurance needs and making a personal recommendation about the insurance products we offer;
- arranging insurance cover as instructed;
- help with on-going changes; and
- assistance with claims made on insurance policies we have arranged.

We will act on the understanding that we have your authority to agree to insurance policy wordings on your behalf unless you tell us otherwise.

Occasionally we may provide services that are not regulated by the FCA because they do not relate to an insurance product.

Insurer security

We only place business with insurers who meet our minimum financial guidelines unless otherwise instructed by you. Whilst we monitor the financial strength of the insurers with whom we place business, using public information to assess this, it should be noted that the claims-paying ability

of even the strongest insurers could be affected by adverse business conditions. We cannot, and do not, guarantee the solvency of an insurer or underwriter either at inception of a policy or on a continuing basis.

If you have any concerns regarding the choice of insurer you should advise us immediately so that we may discuss the issue with you.

We do not accept liability for claims settlements or premiums relating to policies held with an insurer who has become insolvent. We will, however, provide all available information to assist you in submitting a claim to the liquidators, receivers or similar.

Methods of communication

We will normally communicate with you by e-mail, telephone and post, in addition to any meetings we may have with you. Please let us know if you would prefer not to receive communications by any particular medium.

Changes to your cover

We will normally deal with requests to increase or amend cover on the day your instructions are received, or the next working day if a weekend or public holiday. Sometimes changes cannot be processed without obtaining additional information. If additional information is required we will contact you as quickly as possible.

We will confirm changes to your policy, once agreed, in writing. We will also advise you of any extra premiums you must pay or premiums we must return to you.

Your responsibility to provide Risk Information

The terms of any insurance that we arrange on your behalf will be based upon the information provided by you to us or to your insurers.

If you are a consumer (an individual buying insurance wholly or mainly for purposes unrelated to your trade, business or profession) you must take reasonable care to answer all questions put to you about your proposed insurance fully, honestly and to the best of your knowledge. If you do not understand the meaning of any question, or if you do not know the answer, it is vital that you tell us. Once cover has been arranged, you must immediately notify us or your insurer of any changes to the information that has been previously provided. The most serious consequence of failing to provide full and accurate information before you take out insurance, or when your circumstances change, could be the invalidation of your cover. In that instance it would mean that a claim will not be paid.

If you are a commercial customer, or someone buying insurance mainly for purposes related to your trade, business or profession, you have a duty to give a 'fair presentation' of the risk to insurers. This means that you must clearly disclose every material circumstance which you, your senior management or persons responsible for arranging your insurance, know or ought to know

following a reasonable search, before your cover is placed, when it is renewed and at any time that it is varied. Your policy wording may also stipulate that this duty continues throughout the period of insurance cover. A material circumstance is one that may influence an insurer's judgement over whether to take the risk and, if so, on what terms. If you are in any doubt as to whether a circumstance is material you are advised to disclose it.

Failure to disclose a material circumstance may entitle an insurer to impose different terms on your cover or reduce the amount of a claim payable, and in some cases your cover could be invalidated which would mean that a claim would not be paid.

You are advised to keep copies of any correspondence you send to us or direct to your insurer.

Policy terms & conditions

All policies contain conditions and exclusions and some contain warranties and excesses. It is your responsibility to examine the document to familiarise yourself with these. A breach of a policy condition may result in non-payment of a claim if compliance with that condition would have reduced the risk of the loss which actually occurred. Breach of a warranty may suspend the insurer's liability to pay any claims directly related to such breach until such time that the breach has been remedied.

If there are any discrepancies or if you require clarification on any point please contact us for advice.

We will forward, on request, a specimen copy of the policy wording for your information prior to you making any commitment.

Making a Claim

All claims, potential claims or incidents which may give rise to a claim should be reported as soon as you become aware of them to the insurer claims line telephone number provided to you. In certain circumstances late notification may result in your claim being rejected.

It is your duty to provide all assistance and documentation as requested by the insurer, to disclose all facts material to the claim and to ensure you comply with the policy terms and conditions. Failure to do so may give insurers cause to decline the claim.

If the claim involves damage to your property, please do not dispose of damaged items and/or authorise repair work (except in an emergency or to prevent further damage) until we or your insurer advise you that you can.

If your claim involves damage to third party property or injury to persons please pass copies of all correspondence, including solicitors' letters, to us immediately and unanswered. Any attempt to negotiate or respond to the incident without prior reference to us or your insurer might prejudice your cover.

Where we are empowered by an insurer to settle a claim, we will inform you that we will be acting on behalf of the insurer, not you, at the point of the claim.

You should be aware that a claim arising after renewal of the policy has been invited might affect the assessment and acceptance of renewal by your insurer.

Quotations

Unless stated otherwise in our documentation all quotations provided for new insurances are valid only for a period of 30 days from the date of issue.

You should be aware that quotations may change or be withdrawn if your risk profile changes between the time that the quotation was given and your instructions to proceed with cover are received.

Receipt of instructions

We do not consider instructions to arrange or change cover sent to us by post or electronic mail to have been received until they reach the relevant personnel in our offices. Furthermore we do not accept instructions left on telephone answering equipment.

We do not accept responsibility for instructions which do not reach us due to failures in the postal, electronic or telecommunications systems.

Transferred business

We may take over the servicing of insurance policies which were originally arranged through another insurance broker or intermediary, or directly with an insurer. We do not accept liability for any claim arising out of the advice given by that broker, intermediary or insurer, nor for any errors, omissions or gaps in your current insurance protection.

We would ask you to contact us without delay should any aspect of a policy which has been transferred to us be a cause of concern to you or if you need an immediate review. Otherwise we will endeavour to review all transferred policies as they fall due for renewal.

Documentation

Our aim is to produce documentation and issue correspondence in a clear and understandable format. In the event of any uncertainty we would ask you to let us know immediately. Our staff are always happy to clarify the cover provided.

You should check all policy documentation to ensure that the details are correct and the cover provided meets with your requirements. Any errors should be notified to us immediately.

We recommend that you keep all policy documents, certificates, cover notes, policy endorsements and the like, sent to or received from us, in a safe place for your own protection, for as long as a claim is possible under the policy.

If your policy includes Employers' Liability insurance it is prudent to keep a copy of all Employers' Liability certificates issued.

Please note that, in accordance with the Road Traffic Act, it is your responsibility to ensure you are in possession of a valid, current cover note or certificate of insurance before using or permitting the use of a vehicle on a public highway.

Our remuneration & charges

When we sell you a policy the insurer pays us a percentage commission from the total premium. If our overall account with Chubb European Group Ltd reaches specific profit targets the insurer also retrospectively pays us an additional end of year bonus.

We may arrange a policy on which we receive no commission, in which case we will agree the arrangement fee with you before you take out the policy. If appropriate, and with your consent, we may receive an arrangement fee and commission.

Fees charged will be identified separately on all premium transactions.

We may sometimes earn income for provision of other services to you, which will be agreed with you on an individual basis.

Our entitlement to commission arises as soon as you have given instructions for an insurance policy to commence or be renewed. In the event of a policy being cancelled mid-term, and not replaced by another policy, we reserve the right to retain the full fee or commission earned on the original transaction.

For each insurance policy, including any subsequent renewal, you have the right to request information regarding any remuneration that we have received as a result of placing your insurance business.

Settlement terms

You are responsible for the prompt settlement of insurance premiums so that we can make the necessary payments to your insurers.

We have no obligation to fund any premiums on your behalf and cannot be held responsible for any loss which you may suffer as a result of a policy being cancelled or otherwise prejudiced due to the late payment of a premium where the delay is attributable to you.

Methods of payment

We will provide full details of available payment options when providing quotations and at renewal. Insurers normally accept payment by cheque, bank transfer and credit or debit card. In addition, some clients with a Chubb policy may be able to spread payments through the insurer's instalment scheme, which they arrange with a specialist premium finance provider, Premium Credit Ltd, for which there is likely to be an additional charge.

When offering insurer's premium finance, please note that we act as a credit broker and not as a lender, and we act independently of any provider.

Payments due must be paid to us by the inception or renewal date, which will be advised to you, unless otherwise agreed. Failure to meet this requirement may result in your insurer cancelling the policy and imposing a time-on-risk charge which you are liable to pay.

In the absence of your instructions to the contrary before expiry date we will automatically renew your policy if payment is usually made using the insurer's premium finance scheme.

Personal credit checks

When you ask us to obtain quotations for personal insurance products, you should be aware that some of the insurers we approach will carry out personal credit checks as part of the underwriting process. This means they will review information held by a credit reference agency. Whilst a record of the search will be added to your credit record, we are advised this will not have any detrimental effect on your credit rating or history.

To comply with Consumer Credit legislation, providers of personal credit are required to carry out affordability assessments before making advances of credit. This means that whenever we are asked to arrange personal premium finance, we will pass your name, address and date of birth to the finance provider, to enable it to carry out an assessment. In assessing your application, the provider may use credit scoring, credit reference agencies and automated decision-making systems. Please note the credit reference agency will add details of the search and your application to their records, whether or not your application proceeds.

Credit agreement payment defaults

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.

After cancellation, you agree that you will be responsible for any time on risk charge still outstanding and the finance provider's reasonable costs after application of any refunds allowed by the insurers. You will be responsible for putting in place any alternative insurance arrangements you need, unless you have been able to satisfy the requirements we may have in such a situation to provide an alternative solution.

Handling Client and Insurer money

Quantum Underwriting Solutions Ltd does not collect insurance premiums for onward transmission to insurers, or receive return premiums due to clients from insurers. All payments are made direct to your insurer, either by way of direct debit, cheque, credit or debit card, or will be collected and received by our Principal, Stackhouse Poland Ltd.

Stackhouse Poland hold client money collected for onward transmission to insurers, return premiums and claim payments due to clients from insurers in a Client Bank Account with Lloyds Bank, under a Non-statutory Trust in accordance with FCA rules. The Deed of Trust permits them to use the account to make advances of credit from time to time to our clients, in order to fund their premiums and claims, subject to strict conditions. In dealing with us you agree to our holding client money in this way. A copy of the Deed of Trust is available on request.

For the purpose of some transactions, please note that client money may pass through other authorised intermediaries before the insurer receives it.

Where Stackhouse Poland collect or hold money as agent of the insurer they may also hold that money in the same Client Bank Account. Interest will not be paid to clients in respect of money held in Client Bank Accounts.

Interest will not be paid to clients in respect of money held in client bank accounts.

Conflicts of interest

As insurance brokers we act as the agent of our client and aim to act in our customer's best interests. We are subject to the law of agency which imposes certain duties on us. We also have proper regard for the interests of others, including the insurers for whom we also act.

We may arrange insurance for you through another company in the Gallagher group which acts on behalf of one or more insurers, including Pen Underwriting Limited and Inspire Underwriting Limited. In arranging an insurance solution that meets your demands and needs, we will ensure that our duty to you does not conflict with the duties that a Gallagher group company owes to the insurers that it represents.

Where we become aware of any actual or potential conflict of interest, we will inform you of the situation, the options available to you and obtain your consent before we carry out your instructions.

Confidentiality

All information provided by our clients is treated as confidential and only disclosed in the normal course of negotiating, arranging and administering your insurance. This may include disclosing information to agents and service providers such as loss adjusters and approved contractors.

With a few exceptions, for example information requested by a court, a regulatory body, or information which is already in the public domain, we will not release information to any other party without your consent.

Details of how we use, store and retain personal data will be provided to you separately in a privacy notice.

Call recording

Calls to Quantum Underwriting Solutions Ltd may be recorded for compliance and training purposes.

Complaints

We recognise the importance of service and set ourselves high standards. Should there be an occasion when we do not meet your expectations we are equally committed to dealing with any complaint in a thorough and professional manner.

If you wish to register a complaint or request a copy of our complaints procedures please contact us:

- In writing, addressed to the Central Operations Team, Blenheim House, 1-2 Bridge Street, Guildford, Surrey, GU1 4RY
- By telephone to the Central Operations Team, 01483 407440
- By email to complaints@stackhouse.co.uk

If you cannot settle your complaint with us you may be entitled to refer it to the Financial Ombudsman Service (FOS) for an independent assessment and opinion. The FOS Consumer Helpline is on 0800 023 4567 and their address is Exchange Tower, London E14 9SR. You can find out more by visiting the FOS web site at www.financial-ombudsman.org.uk.

If you are a consumer and your complaint relates to insurance purchased from us online then you are also able to use the EC Online Dispute Resolution (ODR) platform at <http://ec.europa.eu/consumers/odr> who will notify FOS on your behalf.

Financial Services Compensation Scheme

Quantum Underwriting Solutions Ltd is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of insurance transacted and the circumstances of your claim for compensation.

Further details about compensation scheme arrangements are available from the FSCS website www.fscs.org.uk, or write to 10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU.

Cancellation Right

If you take out a personal insurance policy through us which lasts for more than one calendar month you may cancel the cover up to 14 days from the later of:

- The policy start date or the date you receive full policy documentation from us or your insurer.
- The renewal date or the date you receive full renewal documentation from us or your insurer.

You will be informed if you have this Cancellation Right in separate documentation.

Should you decide to exercise the Cancellation Right you will be entitled to a refund of premium less an appropriate pro rata charge for the period of cover given before the Cancellation Right was invoked. If the premium has not been paid, a charge may be made for the period of cover given prior to the exercise of the Cancellation Right.

Should any claim occur prior to the exercise of the Cancellation Right where the claim terminates the insurance cover, your insurers may not allow a refund of any of the premium paid.

If this Cancellation Right is not exercised within the 14-day period stated above, and you decide to cancel the policy at a later date, the amount of any premium refund will depend upon the cancellation terms of your insurance policy.

To exercise the Cancellation Right you should contact us at our normal address or your insurer at the address shown on your documents.

Cancellation of policies

If you wish to cancel your policy in circumstances other than as described in the section headed Cancellation Right, you may be entitled to a refund of part of your premium as long as no claims have occurred during the time you have been on cover. The refund due may not necessarily be proportionate to the remaining period of cover. Additionally, you should note the following:

- Insurers do not normally allow refunds in cases where a minimum and deposit premium has been charged
- Cancellation may not be possible until you return your certificate of insurance to us or your insurer
- Cancellation of a direct debit does not necessarily cancel a policy and any balance of premium owing may be requested by the insurers.

When your policy ends or is cancelled, we will send you any documentation and information to which you are entitled on request.

Cancellation of this agreement

This agreement will remain in force unless cancelled by either party in accordance with the terms below or you have no insurance business placed through us. We or you may terminate our authority to act on your behalf at any time by giving 14 days written notice, or as otherwise agreed.

Notice of this termination must be given in writing and, unless an end date has been agreed, the 14 days' notice will be measured from the date of receipt of the communication. Regardless of which party serves notice, termination is without prejudice to any transactions already initiated which will be completed according to this Agreement unless otherwise agreed in writing.

You will be liable to pay for any transactions or adjustments effective prior to termination and we will be entitled to retain any and all fees or commission payable in relation to policies placed by us prior to the date of termination.

If, prior to termination, we are assisting you to make a claim on an insurance policy that we have arranged, this service will cease on termination.

When this Agreement is terminated, we will send you any documentation and information to which you are entitled, on request.

We will retain your personal data for a certain period of time after termination of this Agreement – please see our Privacy Notice for further details.

Limitation of liability

Unless otherwise agreed in writing between us, our liability to you in connection with the provision of Services is limited to a total of £30m. Furthermore, we will only accept liability for wrongdoings which are due to breach of contract, negligence, breach of professional duty or breach of trust.

We do not accept liability for 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 actions.

Notwithstanding the above, we place no restriction on our liability to you for: death or personal injury caused by our negligence; fraud or fraudulent misrepresentation; or, a breach of our statutory or regulatory obligations.

Law and jurisdiction

This Agreement shall be governed by and construed in accordance with English Law. In relation to any legal action or proceedings arising out of or in connection with this Agreement we both irrevocably submit to the exclusive jurisdiction of the English courts.

YOU ARE DEEMED TO HAVE ACCEPTED THESE TERMS OF BUSINESS AND GIVE YOUR CONSENT FOR US TO OPERATE IN THE WAYS DESCRIBED, UNLESS YOU ADVISE US OTHERWISE WITHIN 7 DAYS OF RECEIPT.

