

## TERMS OF BUSINESS

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This Terms of Business Agreement ('Agreement') is effective from 01 October 2018 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

Came & Company Local Council Insurance (CLCI) is a trading style of Stackhouse Poland Ltd (SPL), of Blenheim House, 1-2 Bridge Street, Guildford, Surrey GU1 4RY. SPL is authorised and regulated by the Financial Conduct Authority (FCA) to transact general insurance business. Our Financial Services register 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.

We are also authorised and regulated by Jersey Financial Services Commission (JFSC) under license GIMB0255 and by the Swiss Financial Market Supervisory Authority (FINMA) register number 28727 as a General Insurance Broker.

We are members of the British Insurance Brokers' Association (BIBA).

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

### Our products & services

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

We select our bespoke Commercial Combined products from a panel of insurers: Hiscox Underwriting Ltd, Ecclesiastical Insurance Office plc, Inspire Underwriting Ltd, and Aviva Insurance Ltd.

We have been granted authority by Hiscox and Ecclesiastical to underwrite business on their behalf. We also have a delegated authority from Aviva Insurance Ltd to underwrite existing business. We will therefore act as your agent when sourcing the policy and when assisting you with any claims, but as agent of the insurer under a delegated authority when placing the business.

For other business insurances we will inform you at inception and at every renewal how we made our product selection.

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;
- 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, post and, where available, fax, 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 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 policy documents 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

Please ensure that you report immediately all claims, potential claims or incidents which may give rise to a claim, either to us or to the insurer's claims telephone number provided to you. In certain circumstances late notification may result in your claim being rejected. Thereafter it is your duty to provide all assistance and documentation as requested, to disclose all facts material to the claim and to ensure you comply with 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 may prejudice your cover.

If we act on behalf of an insurer in negotiating and settling claims, we will inform you that we will be acting on behalf of the insurer, not you.

You should be aware that a claim arising after renewal of the policy has been invited may 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 60 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, electronic mail or facsimile 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

We will tell you how we are remunerated for the insurance services we provide each time you take out or renew a policy through us.

We may also receive commission from premium finance providers for introducing customers to them.

In addition to your premium, we make the following charges to cover our administration costs when arranging new policies and on renewal:

Commercial clients:

- |                         |         |
|-------------------------|---------|
| • Premiums up to £4,500 | Fee £50 |
| • Premiums over £4,500  | Fee £75 |
| • Premiums over £20,000 | Fee £0  |

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 and the administration charge above will not apply. 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, where this forms part or all of our remuneration, arises as soon as you give us instructions to take out or renew a particular insurance policy. 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 or arranging premium finance.

## 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. We normally accept payment by cheque, bank transfer and, depending on the insurer, credit or debit card. In addition, some clients may be able to spread payments through insurers' instalment plans or a credit facility which we have arranged with a specialist premium finance provider, for which there is likely to be an additional charge.

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

An offer of premium finance by us is not a guarantee that the finance provider will accept your credit application if you do not meet their affordability criteria (see Personal Credit Checks). You would then need to find an alternative way to pay for your insurance premium.

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 direct to the insurer by direct debit.

### 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

We 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 us 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 we collect or hold money as agent of the insurer we 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.

### Conflicts of interest

As independent 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.

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 CLCI 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](mailto: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](http://www.financial-ombudsman.org.uk).

### Financial Services Compensation Scheme

We are 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](http://www.fscs.org.uk), or write to 10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU.

### Cancellation of policies

If you wish to cancel your policy, 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, unless we are dealing with your claim under a delegated authority from the insurer.

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.**



Part of the Stackhouse Poland Group