



# Stackhouse Poland

Private ■ Corporate ■ Charity

## TERMS OF BUSINESS

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**T**his document 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 contact us immediately if there is anything in these Terms of Business which you do not understand or with which you disagree.

### About us

Stackhouse Poland Ltd (SPL), of New House, Bedford Rd, Guildford, Surrey, GU1 4SJ is authorised and regulated by the Financial Services Authority (FSA) to sell general insurance products. Our firm reference number is 309340. This information can be checked on the FSA's Register by visiting its website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 6061234.

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

### Products & services

We offer a range of general insurance products and services and will, by requesting information from you to assess your demands and needs, advise you accordingly.

For personal insurances, except as stated below, we usually select products from a wide range of insurers.

- For Travel, we select insurance products from a limited number of insurers, the names of whom are available on request.
- For Motor Uninsured Loss Recovery & Legal Expenses and Family Legal Protection, we select insurance products from a single insurer only.

If we ever choose a personal insurance product which falls outside the above selection criteria, we will tell you before you agree to take out or renew that particular policy.

For business insurances, we will tell you at inception and at every renewal how we made our product selection and the capacity in which we are acting.

We have been granted authority by certain insurers to underwrite business and to administer claims on their behalf.

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

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

### Methods of communication

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

### Market security

We only place business with insurers who meet our minimum financial guidelines, using public information to assess this, unless otherwise instructed by you. We cannot and do not, however, guarantee the solvency of an insurer 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 return 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.

### Claims

All claims, potential claims or incidents which may give rise to a claim should be reported immediately, either to us or to the insurer claims line telephone number provided to you. In certain circumstances late notification may result in your claim being rejected. Thereafter it is your duty to render all assistance and documentation as requested and to disclose all facts material to the claim and to ensure you comply with policy terms and conditions. Failure to do so may cause insurers 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 insurers advise that you may do so.

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 insurers 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 insurers.

## **Duty of disclosure**

You have a duty to disclose, in writing, all information relating to the risk, which may influence the insurer's decision to offer cover or apply terms and conditions. There is no duty on insurers to make enquiries of you. If you are in any doubt as to whether certain information or a change in circumstances during the period of cover is a material fact we recommend that you advise us.

Failure to disclose a material fact or provide accurate information may invalidate your cover and could result in the non-payment of claims. This applies when taking out a new policy, at renewal of a policy and throughout the period of cover.

It is very important that information given in proposal forms, claim forms and declarations to insurers is correct. If a form or declaration is completed on your behalf, it is your responsibility to check that the answers given to all questions are true and complete.

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

## **Policy terms & conditions**

All policies contain conditions and exclusions and some contain warranties and excesses. It is your responsibility to examine the document to ensure that it meets with your requirements and that you understand any policy conditions, limits, warranties and the like. A breach of policy condition may result in non-payment of a claim and breach of a warranty may invalidate the cover.

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.

## **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.

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, 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.

## **Payment of premiums & charges**

Payment may be made 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 scheme with a finance provider for which there is likely to be an additional charge. We will provide full details of available payment options when providing quotations and at renewal.

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 insurers cancelling the policy and imposing a time-on-risk charge. In the absence of your instructions to the contrary before expiry date we will automatically renew your policy if payment is usually made by direct debit.

## **Our remuneration**

Our remuneration will be either a fee, as agreed with you, or brokerage, which is a percentage of the insurance premium paid by you and allowed to us by the insurer with whom the insurance contract is placed. If appropriate, and with your consent, we may receive a fee and brokerage. The amount of any remuneration we receive as a result of placing your insurance business will be disclosed on request.

In the ordinary course of our business we sometimes earn income in the form of management/administrative expenses. These are allowed to us by insurers to cover costs incurred in carrying out work on their behalf and in the form of volume, growth or profitability payments. We may also receive income from providers of premium financing companies where, with your agreement, we have made such arrangements on your behalf.

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

In the event of a policy being cancelled mid term, and not replaced by another policy, we reserve the right to retain the fee or brokerage earned on the original transaction.

## **Documentation charges**

We may charge an administration fee to cover the cost of document production in respect of new business, renewals, mid term adjustments and providing copies of lost documentation. Any such fees will be advised to you before you incur a liability to pay them and separately itemised.

## **Complaints**

Whilst we hope we always meet or exceed our service standards we recognise that, occasionally, things may go wrong. Should you have any cause to complain about our service this may be done verbally or in writing and should be directed to The Compliance Officer, Stackhouse Poland Ltd, New House, Bedford Road, Guildford, Surrey, GU1 4SJ, telephone number 01483 407440.

If you cannot settle your complaint with us you may be entitled to refer it to the Financial Ombudsman Service, details of which we would make available to you.

## **Confidentiality & security**

We will treat all your personal information as private and

confidential to us and will only disclose this in the normal course of arranging and administering your insurance, arranging finance or handling claims, even when you are no longer a client. We may use the information to provide you with details about other services or products we feel may be of interest to you unless you advise us, in writing, that you do not wish us to do so. We will not disclose personal information about you to any other party except:

- When you ask us to or give us permission
- If we have to because we are regulated by the FSA
- If we have to by law

Calls to Stackhouse Poland Ltd may be recorded for compliance and training purposes. We are registered under the Data Protection Act 1998 and undertake to comply with the Act in all our dealings with personal data.

### **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 the information given to us or your insurers in proposal forms or declarations differs from that provided at the time the quotation was issued.

### **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 the Royal Bank of Scotland, under a Non-statutory Trust in accordance with FSA 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 purposes 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.

### **Document retention**

We are required to retain client records in a secure environment for a period of time. After they have ceased to be current, our policy is then to arrange for secure destruction of these records unless we have received specific instructions from you not to do so. If this is your wish, you should advise us now, in writing.

### **Limit of liability**

It is a regulatory requirement that we carry professional indemnity insurance. For the avoidance of doubt the full

limit of our liability to you in respect of any negligent act or omission is £20m. We will not be liable to you for any indirect or consequential losses, costs, expenses or other claims for consequential compensation which arise out of the services we provide to you.

### **Financial Services Compensation Scheme (FSCS)**

SPL are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim without any upper limit.

For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim without upper limit. Further information about the compensation scheme is available from the FSCS.

### **Cancellation right**

If you take out a personal insurance policy through us which lasts for more than one calendar month you may have a right to 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 insurers
- The renewal date or the date you receive full renewal documentation from us or your insurers

You will be informed if you have a 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 time 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 insurers at the address shown.

### **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 insurers
- 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.

### Conflicts of interest

As independent insurance brokers we act as the agent of our client. 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.

### 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.

### 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 cause you concern or if you need an immediate review. Otherwise we will endeavour to review all transferred policies as they fall due for renewal.

### Termination of authority

You may terminate our authority to act on your behalf with 14 days written notice or as otherwise agreed. Termination is without prejudice to any transactions already initiated which will be completed according to these Terms of Business 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 brokerage payable in relation to policies placed by us prior to the date of termination.

### Governing law

This Agreement, which sets out the terms of our relationship with you, will be governed by and construed in accordance with, English Law and any dispute arising under it shall be subject to the exclusive jurisdiction of the English courts.

## Stackhouse Poland Director Contacts :

Title	Name	Telephone	Email
Managing Director	Jeremy Cary	01483 407445	jeremycary@stackhouse.co.uk
Director - Private Clients	James Agnew	01483 407445	jamesagnew@stackhouse.co.uk
Director - Marketing	Keith Hester	01483 407445	keithhester@stackhouse.co.uk
Finance Director & Co Secretary	Chris Milam	01483 407445	chrismilam@stackhouse.co.uk
Director - Head of London Division	Peter Robinson	020 7089 2900	peterrobinson@stackhouse.co.uk
Director - London Division	David Fangen	020 7089 2900	davidfangen@stackhouse.co.uk
Director - Thames Valley Division	Mark Shand	01494 524303	markshand@stackhouse.co.uk



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