

TERMS OF BUSINESS

This 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 read it carefully.

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

Coleman Marine Insurance is a trading style of Stackhouse Poland Ltd (SPL), of Blenheim House, 1-2 Bridge Street, Guildford, Surrey, GU1 4RY is authorised and regulated by the Financial Conduct Authority (FCA) to sell general insurance products. Our 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.

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

Our 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 yacht and motorboat insurances, we usually select products from a limited number of insurers, which include a number of delegated authority schemes, the names of which are available on request.

If we ever choose an 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 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 as follows:

- Advising you and making a recommendation on your risk exposure and insurance needs
- Arranging cover as instructed
- Help with on-going changes

- Assistance with claims made on insurance policies we have arranged.

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 FCA 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.

Insurer 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.

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 be rejected.

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 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 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.

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.

Methods of payment

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.

When offering premium finance, please note that we act as a credit broker and not as a lender, and we act independently of any particular provider. We may receive commission from the finance provider for introducing customers to them.

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.

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 search information held by a credit reference agency. Please note the credit reference agency will add details of the search and your application to their records, whether or not your application proceeds.

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.

Credit agreement payment defaults

If any direct debit or other payment due in respect of a credit agreement entered into with our suggested provider of premium finance to pay insurance premiums, associated fees and charges is not met when presented for payment, or if you end or do not complete such credit agreement, you acknowledge and agree that it may be necessary for us or the premium finance provider to cancel on your behalf the insurance policies being paid by the said agreement, unless you immediately make other arrangements to pay the remaining balance of the insurance premiums. 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.

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

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). You can find out more about this 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 via electronic means (e.g. on-line or via email or mobile phone) then you are also able to use the EC On-line Dispute Resolution (ODR) platform at <http://ec.europa.eu/consumers/odr/> who will notify FOS on your behalf.

You can request a copy of our procedures for dealing with complaints at any time.

If your complaint relates to our activities on behalf of Lloyd's Underwriters, we will fully investigate your complaint and write to you within 2 weeks with our response, or keep you informed as to why this is not possible. At that time, if you remain dissatisfied with the outcome of your complaint, you have the right to refer the matter to the Complaints Department at Lloyd's who will then conduct a full investigation of your complaint and provide you with a written final response within 8 weeks. Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at: www.lloyds.co/complaints, or write to: Complaints Department, Market Services, Lloyd's, One Lime Street, London EC3M 7HA. Telephone: +44 (0)207 327 5693. Fax: +44 (0)207 327 5225. Email: complaints@lloyds.com.

If you remain dissatisfied after Lloyd's has considered your complaint, you may be able to refer the matter to the Financial Ombudsman Service, and eligible complainants will have a period of six months to do so. The FOS Consumer Helpline is on 0845 080 1800 and their address is: Exchange Tower, Harbour Exchange Square, London, E14 9SR.

Call recording

Calls to Coleman Marine Insurance may be recorded for compliance and training purposes.

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 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 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.

Limitation of liability

Unless otherwise agreed in writing between us, our liability to you in connection with the Services described in these Terms of Business 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.

Financial Services Compensation Scheme (FSCS)

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 the claim. Most marine classes of business are not covered by the FSCS.

Further details about compensation scheme arrangements are available from the FSCS.

Cancellation rights

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 Rights, 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.

Law and jurisdiction

These Terms of Business 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 these Terms of Business 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 SEVEN DAYS OF RECEIPT.

