

CUSTOMER TERMS OF BUSINESS AGREEMENT

1. INTRODUCTION

- 1.1 This Agreement is between you and STUBBEN EDGE (RISK) LIMITED, company incorporated in England and Wales with company number 09073942, and having its registered offices at 77 Cornhill, London, United Kingdom, EC3V 3QQ.
- 1.2 The provision of insurance within the UK is regulated by the Financial Conduct Authority (“FCA”). You are eligible to be treated as a ‘consumer’ under the FCA’s definition when you are buying insurance unconnected with your trade, business or profession. This agreement provides you with the information about the basis on which we agree to act for you in arranging insurance as a consumer (“**the Agreement**”). If at any time you do not consider yourself to be a consumer, please contact us so we may provide a more appropriate terms of business agreement.

2. ABOUT US

- 2.1 Stubben Edge Risk Limited is an insurance intermediary and is regulated by the FCA. Our FCA firm reference number is 943286. These details can be checked on the Financial Services Register by visiting <https://register.fca.org.uk> or by contacting the FCA Consumer Helpline on 0800 111 6768.

3. Our Services

3.1 Treating you Fairly

We always aim to treat you fairly. This means that we will always endeavour to:

- conduct our business with due skill, care and integrity;
- not to put ourselves in a position where our duty to you is compromised;
- deal with complaints sympathetically and independently;
- be transparent in the matter of our remuneration; and
- respect your confidentiality.

3.2 Basis of agreement

- The intention of this Agreement is to clearly and concisely establish the basis of our relationship with you and the services that we will provide in respect of each insurance contract that we arrange or have arranged on your behalf, unless there is a more specific written agreement between us. If after receiving this Agreement

you instruct us to act on your behalf, we will take this as being your informed consent to you being bound to the terms set out in this Agreement in relation to any services provided to you, by us, on and after that date, and supersedes any previous Agreement that may have been sent to you by us or on our behalf.

- Please read this Agreement carefully as it contains important information and sets out the terms on which we agree to act for you and all other persons named as joint policyholders on any policy of insurance we arrange on your behalf. It is your responsibility to obtain authority to act for all joint policyholders and to keep them informed of matters relating to the services we provide, including this Agreement. If you require additional copies of this Agreement, please let us know
- Unless otherwise agreed in writing, we are entitled to deal with and act upon the instructions of any named policyholder, including a request to disclose information to joint policyholders of any policy of insurance we arrange on your behalf.
- From time to time, it may be necessary for us to amend or supersede these terms by new terms which will be communicated to you in writing,
- Please contact us immediately if there is anything in this Agreement that you do not understand or with which you disagree.
- We do not offer advice on tax, legal, accounting, regulatory or sanctions matters, and you should seek separate advice where you consider it necessary in relation to such matters.

3.3 **Communication**

- If you communicate with us via electronic means, including e-mail, we shall take this as your consent to receiving all information from us using the same communication method. However, upon your request, we will be happy to provide you with any information we have provided to you in paper format.

3.4 **Your Obligations**

- As a consumer you have a duty to take reasonable care to answer all of the insurers' questions fully and accurately and to ensure that any information that you provide is not misleading. If you fail to do this, your insurers may be able to impose different terms on your policy cover, may charge you a higher premium or, in some circumstances, may be able to avoid your policy from its inception date and any claims made would not be paid.
- This duty exists whilst arranging your policy, when it is renewed and any time that it is varied, and your policy documentation may provide that your duty continues for the duration of the policy.
- Please contact us immediately for assistance if you do not fully understand what you need to advise insurers, if you are unsure whether any information provided may be misleading or if it comes to your attention that full and accurate information may not have been provided.

3.5 **Conditions, warranties and subjectivities**

- It is important that you are clear and understand all the terms of any insurance contract that we provide to you. To help you, we have provided a guide to conditions, warranties, and subjectivities below:
 - a. **Conditions** are fundamental terms, a breach of which may invalidate the entire policy.

- b. **Warranties** are additional terms applied in respect of part of the policy. A breach of these may affect your rights to claim against a certain cover, or in respect of a certain event, but the policy will remain in force.
- c. **Subjectivities** are one-time requirements which must be satisfied before cover will apply to part or the whole of the policy.

- It is also important that you treat all conditions and warranties seriously and comply strictly with them. Failure to do so may entitle the insurer to decline a claim under the policy. If you are aware that you are in breach of a warranty, you should keep a record of when the breach occurred and when the breach was remedied. You should always remedy a breach as quickly as possible. If the breach is not capable of remedy, you should tell us as soon as possible. If you have any doubts or reservations, you should tell us.
- A subjectivity in your insurance contract may affect your rights to claim. It is therefore very important that you promptly satisfy any subjectivity so that it can be removed.

4. Scope of Services

- 4.1 We are permitted and normally provide some or all of the following services, on the terms set out in this Agreement:
 - arranging insurance cover for you;
 - assisting you with claims for the duration of your insurance contract; and
 - acting as an agent on your behalf.
- 4.2 Where the service we provide you does not include the provision of personal advice we will make this clear to you.
- 4.3 As an independent insurance intermediary we act as your agent. We are subject to the law of agency, which imposes various duties on us. However, in certain circumstances we may act for and owe duties of care to other parties. We will advise you when these circumstances occur, so you will be aware of any possible conflict of interest.
- 4.4 Some insurers may delegate authority to us to underwrite, bind and administer an insurance contract on their behalf, including handling and processing claims. We will notify you if your insurance contract is placed under a delegated authority, as when conducting these activities we will also be acting on behalf of insurers and not solely as your independent agent.
- 4.5 In the event that our interests conflict with a duty we owe to you, we shall refrain from taking any action until we have received your informed consent to our intended course of action.

5. Remuneration

- 5.1 Our usual remuneration is either by way of brokerage (also known as commission), which is a percentage of the premium charged by insurers in respect of the insurance contract arranged by us, or a fee which is agreed in advance with you for the services provided by us, or, with your agreement, a combination of both. Our remuneration is fully earned upon the inception of the insurance contract and, in the event that the insurance is cancelled or is terminated after inception for whatever reason, or if our appointment is terminated for any reason, we may retain/recover the remuneration we have earned.

- 5.2 We may sometimes act as a reinsurance broker to an insurer to arrange reinsurance for the insurer directly involved with your insurance. This placement is subject to a separate and distinct contract with its own terms and conditions, including separate remuneration terms.
- 5.3 In addition to brokerage or fee, we may be remunerated, by the payment of profit commissions, profit shares, service fees and commissions by insurers in respect of a specified portfolio of business, usually placed under a delegated authority.
- 5.4 Where we introduce you to our preferred premium finance company, we receive additional remuneration for the administration services we provide for the premium finance company. You remain free to make your own choice of premium finance provider.
- 5.5 If we introduce you to another intermediary to access an insurance product for you, we may receive a proportion of the brokerage received by the other intermediary and payable by insurers to them, out of the premium which you pay.
- 5.6 We may introduce you to a third party service provider and, in doing so, we may receive a proportion of the fee you pay to them, in recognition of the role we have undertaken in effecting the introduction. You will not be obliged to use the services of the third party service provider.
- 5.7 We are committed to ensuring that our remuneration and payments we may make to third parties are transparent and so, at your request, we will fully disclose our remuneration, including any income additional to the brokerage or fee.
- 5.8 Our staff are remunerated by salary only and do not receive any commission, bonus, or other incentive related to the sale or placement of a particular insurance policy. This ensures that their actions are not influenced by personal financial gain and are aligned with your best interests.

6. Policy Documentation

- 6.1 Our aim is to provide your policy documentation in a timely manner confirming the basis of the cover and giving details of the insurer(s). You should examine any insurance documents we send you very carefully to ensure they meet your requirements. If you believe they are incorrect please advise us immediately.
- 6.2 It is important that you keep your insurance documents safe.
- 6.3 Any paper documents that you provide to us will be treated as copy documents. Such documents may ultimately be destroyed by us in accordance with our document retention policy. Please let us know if you require any further information.
- 6.4 Our policy documentation will further set out the relationship between us and the respective insurer, and matters ancillary to that. It is important that you familiarise yourself with this arrangement.

7. Conflicts of interest

- 7.1 We will make every reasonable effort to put in place the relevant measures to avoid a conflict of interest between us and any parties with whom we may do business, including but not limited to insurers we use and any third-party agreements. A copy of our conflict of interest policy is available on request.

8. Midterm amendments and adjustments

- 8.1 Any changes to your circumstances that could impact your insurance needs or ability to comply with the terms of your insurance policy must be raised with us promptly and we request that any amendments to the insurance contract be communicated to us in writing. We will then use our best endeavours to get insurers' agreement to these changes and will confirm this back to you, including any additional charges or return premium attributable to the changes, by way of an addendum or endorsement.

9. Renewal of Policies

- 9.1 In circumstances where we have assumed (in the absence of instructions to the contrary) that renewal or an alternative policy is required, you will be liable to make payment to us and/or the insurer(s), subject to this Agreement and to the cancellation clauses within your insurance policy.
- 9.2 Your agreement to this section provides us with your authority and represents your prior request for us to renew your policy or arrange an alternative policy as outlined above. You have the option to revoke this authority by advising us in writing at any time that cover may not be renewed or that alternative cover is not required.

10. Premium

- 10.1 Premium will be collected by credit or debit card or via direct debit and must be received by us before any cover commences. Please be aware that in the event that payment is not received, this may lead to the cancellation of your policy, although a time on risk charge may still be payable, unless the insurer terminates the policy from the inception date.
- 10.2 Please note that cover will cease if you fail to keep up payments under a credit agreement.
- 10.3 Should a finance provider cancel their agreement with you, following default, they may then invoice us for the outstanding premium. In these circumstances, we may cancel your policy, retain the return premium from the insurer, and pursue you directly for any outstanding balance.

11. Client Money

- 11.1 Client money is any money that we receive and hold in the course of arranging or administering insurance on your behalf, or which we treat as client money, in accordance with the FCA Client Assets sourcebook ("CASS"). Such monies shall include:
- premiums paid by you to us for onward payment to insurers; and
 - premium refunds and claims paid to us by insurers, for onward payment to you.
- 11.2 Take note that all refunds and claims due to you will be paid directly by the insurer, as identified in the policy documentation.

12. Non-Statutory Trust Account (Client Account)

- 12.1 We provide protection for your money by holding all client money in a Non-Statutory Trust Client Money

Account (Client Account), with one or more FCA approved bank(s).

- 12.2 This money is segregated from our own money and CASS requires us to maintain the solvency of the Client Account and conduct regular reconciliations. In the unlikely event of our failure, client money is available to clients ahead of other creditors.
- 12.3 Under CASS, money held in the Client Account may be used for the payment of premium or claims for another client before their monies are received, but increased controls are maintained where this occurs. We are not entitled to use client money to pay our fees or commission before we receive the relevant premium from you.
- 12.4 In the event that we elect to fund premium on your behalf, you acknowledge that any funded amount, whether arising as a result of a payment by us or a deduction by you from amounts payable to us, is to be refunded to us immediately, and that for the duration of any funding, such funded amounts are not considered to be a gift from us. We reserve the right to charge interest on any such funded items from the date the funding commenced to the date of payment.

13. Risk transfer

- 13.1 In some instances, we may have agreed in writing with an insurer to receive insurance monies as their agent under a risk transfer arrangement. In such cases, this means that where:
- you have paid premium to us, it is deemed to have been paid and received by the insurer, even if we fail to forward it to the insurer; or
 - the insurer has paid premium refunds of claims to us for onward payment to you, the insurer remains liable to you for those monies, until you have received them.
- 13.2 In all such cases where we have entered into a risk transfer arrangement with insurers, in accordance with CASS, they have consented to their monies being co-mingled and held in our Client Account, which means those monies are also afforded the protection associated with that account.

14. Segregation of designated investments

- 14.1 Whilst we pay client money into a Client Account, we may arrange to invest this in a segregated designated investment, as permitted under CASS. If we do this, we will be responsible for meeting any shortfall that is attributable to falls in the market value of that designated investment.

15. Interest on client money

- 15.1 We may earn interest on cash amounts held and may benefit from foreign exchange differentials and returns on segregated designated investments. As permitted by CASS, you agree that any such interest or investment returns shall belong to us and we shall not be required to account for it to you.

16. Payment to third parties

- 16.1 We may transfer client money to another person, such as another broker or settlement agent, for the purpose of effecting a transaction on your behalf. Where we act as agent of an insurer for the purposes of holding or receiving claim payments or returning premiums, we will remit them to such parties as the insurer directs us to pay. We may otherwise only pay client money to you or your duly authorised representative if we have your

specific instruction or consent. Where an intermediary or settlement agent is outside the UK, the legal and regulatory regime applying to the intermediary or settlement agent will be different from that applicable in the UK and, in the event of a failure of the intermediary or settlement agent, the client money may be treated differently than if the client money was held by a broker or settlement agent in the UK.

- 16.2 Where you do not wish your money to be passed to a particular bank, intermediary or jurisdiction, you should tell us.

17. Claims notifications

- 17.1 The insurance provider work with third party claims handling companies, please refer to your policy document for details on how to make a claim.

18. Complaints

- 18.1 We strive to do everything to ensure that you receive the best possible service. However, if you wish to make a complaint about our service you may do so by contacting any of our employees by whatever means is convenient to you. Alternatively, you can direct your complaint to our Compliance Team at the address set out at the beginning of this Agreement or by emailing: complaints@stubbedge.com.
- 18.2 We will acknowledge receipt of your complaint in writing promptly and give you our response to your complaint at this time if we can. If we are unable to respond to you within this period of time, we will provide you with our complaints procedure, (which is available on our website and on request) as well as further details as to when we will likely be in a position to respond.
- 18.3 If we cannot settle your complaint to your satisfaction, you may be eligible to refer your complaint to the Financial Ombudsman Service (“FOS”) or for policyholders based in Guernsey or Jersey, the Channel Islands Financial Ombudsman (“CIFO”).
- 18.4 The FOS is an independent and free to access service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at www.financial-ombudsman.org.uk or in our complaints procedure which is available on our website or by request.
- 18.5 For clients based in the Channel Islands, the CIFO is an independent and free to access service in the Channel Islands for settling disputes between eligible complainants and businesses providing financial services. You can find more information on the CIFO at www.ci-fo.org. For policyholders located in Guernsey, if we have not provided you with a final response within three months of becoming aware of your complaint, we shall inform the GFSC and remind you of your rights to also inform the GFSC directly of your complaint.

19. Compensation

- 19.1 We do not and cannot guarantee the solvency or continuing solvency of any insurer. You should be aware that the financial position of an insurer can change once insurance has been placed with them and this may have an effect long after the insurance has expired if there is an outstanding claim with them.
- 19.2 We are covered by the Financial Services Compensation Scheme (“FSCS”). You may, depending on where the risk is located, your status and the type of insurance policy concerned, be entitled to compensation from the scheme, if we or your insurer cannot meet their obligations.

19.3 Further Information about the Scheme is available from the FSCS, (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk.

20. Financial Crime

- 20.1 We are obliged to conduct reasonable due diligence to protect us and our clients against the risk of financial crime. At the start and throughout our relationship, we will require you to provide evidence to assist us in verifying your identity and/or legitimacy of any transactions we conduct on your behalf. We may also take reasonable steps to verify any payment details you provide to us.
- 20.2 Neither party shall be involved in the offering, promising or giving of any financial or other advantage to any person in breach of any applicable anti-bribery laws (including the Bribery Act 2010, the Prevention of Corruption (Bailiwick of Guernsey Law) 2003 and Corruption (Jersey) Law 2006). We are obliged to report evidence or suspicion of financial crime to the relevant authorities at the earliest reasonable opportunity and may be prohibited from disclosing any such report to you.
- 20.3 We shall not provide brokerage services with any client that is the subject of any trade and economic Sanctions or embargos adopted and/or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control, the European Union and its Member States, Her Majesty's Treasury, the United Nations Security Council or other relevant economic Sanctions and embargo control authority across the world (collectively referred to herein as "Sanctions"), nor shall we provide services to any client that is located, organised or resident in a country or territory that is the subject of comprehensive country Sanctions, as may be adopted and enforced from time to time.
- 20.4 We will also be unable to provide brokerage services to any individuals and/or entities within any country or territory which is the subject of any targeted or transactional country Sanctions, which may be adopted and enforced from time to time. The insurer may not be deemed to provide cover and may not be liable to pay any claim or provide any benefit under your insurance contract insofar as the provision of such cover, payment or claim may expose the insurer or its related companies to any prohibition or restriction under the Sanctions.
- 20.5 If Sanctions apply, we shall not be able to process already notified claims and your insurers may terminate your insurance contract, and not pay any notified claims. If you become subject to Sanctions after the entry into force of this Agreement, we may have to terminate our relationship and your insurer may invoke its cancellation rights under your insurance contract. The parties to this Agreement shall notify each other immediately of any suspicion of exposure to Sanctions.

21. Confidentiality and Data Protection

- 21.1 "Data Protection Law" means all applicable statutes and regulations in any jurisdiction pertaining to the processing of Personal Data, including but not limited to the privacy and security of Personal Data.
- 21.2 This is a summary of how we use your personal and sensitive data. You can find our full privacy statement on our website at [Privacy policy - Stubben Edge](#) or we can provide this to you on request. You should review this to ensure that you understand how your data will be used and your rights in respect of your data.
- 21.3 We will comply with all relevant data protection laws for the jurisdiction wherever and whenever we are processing information about you which is sensitive or personal in nature, and we have policies and procedures

in place to protect and manage that information. We treat all such information about you as private and confidential and we will always work to ensure that your personal data is processed lawfully, fairly and in a transparent manner and in compliance with Data Protection Law. This may include entering into other written agreements with you to enable us to comply with Data Protection Law.

- 21.4 We will however need to use and disclose the information we have about you in order to obtain insurance quotations and in the course of arranging, placing or administering insurance cover for you. This may involve passing information about you on to insurer(s), other intermediaries, risk management assessors, uninsured loss recovery agencies, service providers, industry regulators, auditors and other third parties involved directly or indirectly in your insurance cover.
- 21.5 The use and disclosure of personal data by various insurance market participants such as intermediaries, insurers and reinsurers are further explained in the Lloyd's and London Insurance Market Core Information Notice. Our core uses and disclosures are consistent with this notice and we recommend that you review this document which can be accessed via the link in our privacy notice.
- 21.6 Depending on the circumstances or nature of your insurance the disclosure of your personal information to any of the organisations referred to above may involve transfer out of the jurisdiction of the European Economic Area. If this is necessary we will always ensure that your data is protected as required by Data Protection Law.
- 21.7 We may use your data for research, statistical analysis and crime prevention including the investigation of fraud. Such activities may be carried out by third parties and we will always ensure that our contracts with such third parties are compliant with Data Protection Law. Sometimes we may pass information about you on to other companies which are part of the Stubben Edge Group and we or they may use the information for statistical analysis, or to provide you with information about products or services which may be of interest to you. We will only do this, however, in accordance with our obligations under the Data Protection Law. We, or other Stubben Edge Group companies, may provide the data or information you disclose to us to third parties, in an anonymised and/or aggregated format where necessary, to support statistical analysis and for business development.
- 21.8 In some circumstances, we will need to pass information about you on to credit reference agencies and premium finance providers in connection with the assessment of your financial standing generally and in particular where you have requested a premium instalment plan. This may include details of your payment record to us.
- 21.9 Where using your personal data relies on your consent, we will obtain your consent in accordance with Data Protection Law and you will be entitled to withdraw that consent. That may mean, however, that we are unable to arrange, place or administer your insurance cover properly.
- 21.10 If you have supplied us with personal or sensitive personal information relating to another individual or a third party, you must ensure that you have done so in compliance with Data Protection Law and provide the information to them which is required to be provided to individuals under Data Protection Law. This includes making them aware of their rights and of how we use their data and obtaining their consent where it is required in accordance with Data Protection Law.
- 21.11 In some cases you have the right to ask us to stop using your data, to tell us that you no longer want to receive information from us, to ask us to correct information we have about you or to ask us for the information we hold about you. Full details of your rights under Data Protection Law and how to enforce those rights are set out in

our privacy statement on our website at www.stubbededge.com, which we can also supply on request.

22. Call Recording

22.1 Telephone calls may be monitored and recorded for training and quality assurance purposes.

23. Third Party Rights

23.1 Other than where it is contemplated elsewhere in this Agreement, a person who is not a party to this Agreement shall not have any rights under or in connection with it.

24. Jurisdiction and Choice of Law

24.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed with the laws of England and Wales.

24.2 We both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.

24.3 All communications between us, including contractual documents, notices, and customer service interactions, will be conducted in the English language.

25. Termination of this agreement

25.1 Either party may terminate this Agreement at any time by providing 14 days' written notice. In the event of termination we shall advise you of any outstanding matters and agree with you how these matters will be concluded.

25.2 We may end our relationship with you at any time by writing to you if you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services.

25.3 If you have paid us any fees for our services, and where we have not yet undertaken any work on your behalf, we will return these to you without penalty.

25.4 However, if you have already received the benefit of our services you will still be obliged to pay for those services. Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed according to this Agreement. You will be liable to pay for any transactions concluded prior to the end of our relationship and we will be entitled to retain commission received for conducting these transactions, together with any fees charged by us for services provided.

25.5 The termination of the Agreement shall be without prejudice to rights and obligations accrued in respect of any services already provided prior to the date on which its provision is terminated.

25.6 In the case of termination, and except where you have exercised your statutory rights to cancel your policy, where the insurer requires us to repay any commission earned for arranging your policy, we shall be entitled to charge you the reclaimed commission.