



CLIENT TERMS & CONDITIONS

Please read this document carefully. It sets out the terms and conditions on which we agree to act for you and contains details of our respective responsibilities in relation to placing insurance business. By asking us to quote for, arrange or handle warranty insurances and related services, you are providing your informed agreement to these Client Terms & Conditions.

This document will supersede any Client Terms & Conditions previously in force. Please contact us immediately if there is anything contained within this document which you do not understand or with which you disagree.

References to “we” and “us” means Q Assure Build Limited. References to “you” means the insured and/or their appointed agent.

Please note that these Client Terms & Conditions are in addition to the Warranty Terms of Business Agreement which companies which register with us must also accept.

FINANCIAL CONDUCT AUTHORITY

Q Assure Build Ltd is an appointed representative of International Financial Security Limited, which is authorised and regulated by the Financial Conduct Authority (FCA) with FCA registered number FRN 969653.

International Financial Security Limited is an insurance intermediary and its permitted business is arranging, dealing as agent and assisting in the administration and performance of general insurance contracts.

Q is also an insurance intermediary and its permitted business is arranging, dealing as agent and assisting in the administration and performance of general insurance contracts.

You can check this on the FCA Register at <https://register.fca.org.uk> or by contacting the FCA on 0800 111 6768.

OUR SERVICE

We offer a limited range of insurance products and have access to several insurers in the marketplace.

When we arrange your insurance, the nature of our service will be to provide information only about a policy from one or more insurance undertakings without giving you advice or a personal recommendation, in which case we will provide the names of those insurance undertakings.

Q does not assess your individual circumstances and does not provide you with a personal recommendation relating to any product, so you should determine whether it is suitable for your needs.

We are not under a contractual obligation to conduct insurance distribution exclusively with any insurers.

Unless we tell you otherwise, we act on your behalf in sourcing and placing and administering your insurance and in the event of claims. Where we act on behalf of the insurer under a delegated authority agreement, whereby we are able to quote or issue policy documentation or settle claims or handle complaints on their behalf, we will let you know in writing.

Requests for cover or changes to your insurance are not effective until they are confirmed by us in writing.

Please note: while we strive to issue evidence of insurance to you in a timely manner and provide you with a good service, we cannot guarantee timescales for the issue of insurance documentation, and cannot accept any liability to you for any losses of any kind in relation to the length of time it takes us to issue insurance documentation.



CLIENT TERMS & CONDITIONS

CONFLICTS OF INTEREST

Q has no direct or indirect shareholdings in any insurers we work with.

It is our aim to avoid any potential or actual conflicts of interest in our dealing with you. If a conflict does arise, we will advise you of this in writing. These terms & conditions will not prevent us from acting for other clients who may be competitors of yours. In the event that we identify a conflict of interest in the provision of any services to you we will notify you as soon as reasonably practicable and where we are able to do so, agree how to continue to provide the services.

Nothing in this agreement overrides or discharges our duty to place your interests before all other considerations nor shall this agreement override any legal or regulatory requirements which may apply to us prevailing from time to time regarding your insurance or reinsurance business or the handling of claims.

COMPLAINTS

It is our policy to promote the highest standard of service for our clients. We endeavour to ensure that all complaints are resolved satisfactorily and in a timely manner. If you have a complaint about our services, you may contact the member of our staff with whom you normally deal.

Alternatively, please contact us at feedback@qassurebuild.co.uk.

We will acknowledge receipt of your complaint promptly in writing and give you our response at the time if we can.

Should you remain dissatisfied with the outcome of your complaint from Q, and your complaint relates to Q's service, you can contact our FCA Principal, International Financial Security Ltd at: Trot House, 11 Fore Street, Torpoint, Cornwall, PL11 2AB.

Financial Ombudsman Service

If following receipt of our final response or after eight weeks, we have not yet provided you with our final response, if you are an eligible complainant, you have the right to refer your complaint to the Financial Ombudsman Service (FOS). The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services.

The contact information is: Financial Ombudsman Service, 1 Harbour Exchange Square, London, E14 9SR

T: 0800 023 4567 (*calls to this number are free on mobile phones and landlines*)

T: 0300 123 9123 (*calls to this number cost no more than calls to 01 and 02 numbers*)

E: complaint.info@financial-ombudsman.org.uk

W: www.financial-ombudsman.org.uk

Contact the underwriter of the policy

Should you remain dissatisfied with the outcome of your complaint from Q, your legal rights are not affected and you may refer your complaint onwards depending upon who the underwriter of the policy is.

Please refer to your policy booklet for details of who the underwriter of your policy is and their contact details.



CLIENT TERMS & CONDITIONS

COMPENSATION

The insurers of our insurance policies are usually covered by the Financial Services Compensation Scheme (FSCS). If we are offered terms by an insurer which is not covered by the FSCS then we will make this clear to you in writing when we offer terms.

For all policies which are covered by the FSCS, you may be entitled to compensation from the scheme if we, or they, cannot meet obligations to you under a contract of insurance.

Insurance arranging is covered by the FSCS for 100% of a claim if it relates to compulsory insurance. For other cases, it is covered for 90% of the claim, with no upper limit. The FSCS does not cover reinsurance, marine, aviation or transport business or credit insurance.

Further information about compensation scheme arrangements is available at www.fscs.org.uk.

OUR REMUNERATION

Surveying, Technical & Administration Fees

We charge a fee for the surveying, technical and administration activities we carry out on all projects, which is charged in addition to the insurance premium. The level of fee charged is based on the information which you or your advisors provide us about the projects which you register with us – the specific project fee will be disclosed on the quotation document you receive from us.

We reserve the right to charge additional service fees if the information provided to us changes or was incorrect. Additional fees may also be payable in the event of Abandoned Site Visits, in line with the Site Visit Conditions explained in our Standard Technical Criteria.

Please note: Q's fees are non-refundable in any circumstances if the registration of a property or project is cancelled, including in situations where quotations have been accepted and initial premium payments have been made.

Income earned from insurance activities

In addition to our surveying, technical & administration fees, we may also:

- Receive commission from the insurer - which is calculated as a percentage of the premium you pay. Commission will be taken by us when the insurer has received the cleared funds from us depending on the arrangement in place with each insurer. Such commissions are non-refundable in any circumstances if you choose to cancel the registration of a property or project.
- Charge an additional administration fee for arranging your insurance and for mid-term adjustments and policy cancellations - where we charge administration fees full details will be advised to you at the time of enquiry. Such additional fees are non-refundable in any circumstances if you choose to cancel the registration of a property or project.

Income earned from other activities

Where you agree to utilise the services of a third-party provider (e.g. road bonds) we may earn a fee from that provider.

Please note, you are entitled to request information regarding commission or other income which we may have received as a result of placing your insurance business for a specific policy. We will endeavour to respond to your request within 10 business days.



CLIENT TERMS & CONDITIONS

CREDIT SEARCHES

Credit searches may be undertaken by us and the underwriter of the insurance, in connection with the provision of your insurance. Any such credit search may appear on your credit report whether or not you take out or renew a contract with us.

HANDLING MONEY

Insurance premium payments received from you by us or our broker agents, are received under risk transfer in accordance with the agreements with the underwriters, meaning we or our broker agents are authorised to receive, hold or pay (both premium and refund of premium) money as agent of and on behalf of the underwriter.

This means that when we, or our broker agents, receive payment of insurance premium from you this is deemed to be paid to the underwriter and any refund of insurance premiums due to you is only deemed to be paid to you by the underwriter once it has been received by you.

Insurance premiums received by us or our broker agents (including insurance premium tax - IPT) are held in separately designated Insurer Risk Transfer bank accounts pending transfer to the underwriter on a monthly basis. Such an account is separate from the business activities of Q and/or its broker agents, and would be recognised as belonging to the underwriter of your policy if there was any reason Q was unable to carry on its activities.

PAYMENT OF PREMIUMS

You must pay your premiums & fees within the timescale specified on the invoice we send you or in line with any payment agreement we make with you.

Neither Q, our broker agents, our FCA Principal, nor the underwriter will be liable for any loss suffered as a result of your failure to pay premiums in full by the date specified on the invoice, and please note that no unit is deemed to be registered with Q until payment has been received in full.

Please note – commencing or continuing works on-site beyond the stage detailed on the quotation before payment has been received by us or our broker agents, is entirely at your risk. If you proceed beyond the works stage stated on the quotation before payment has been made, the quoted premium is likely to increase due to the change of material circumstances in the risk to the underwriter.

MARKET SECURITY

As an insurance intermediary, we do not guarantee or otherwise warrant the continuing solvency of any insurer or its ability to pay claims and since we do not provide advised sales, by accepting a quotation from us, you are providing your consent to the insurance being placed with the insurer noted in the quotation. We will tell you if the insurer of the policy does not have an independent financial strength rating issued by a recognised rating agency. If an underwriter who has granted risk transfer to us becomes insolvent, any related premiums we, or our broker agents, hold for that underwriter are deemed to have been paid to them and will not be returnable to you.

In the event of any underwriter's insolvency you may still have a liability to pay the premium. We do not accept any liability for any unpaid amounts in respect of claims or return premiums due to you from a participating underwriter who becomes insolvent or delays settlement.

You will also additionally have the responsibility for payment of premiums if you require replacement security.



CLIENT TERMS & CONDITIONS

FINANCIAL CRIME

We may ask you for evidence of your identity at the start of our business relationship. In the absence of such evidence, we may be unable to act for you. This is to help us to meet our obligations under anti-money laundering regulations.

We observe sanctions legislation in the territories in which we operate. We will use information about you and others named on your policy to check information against UK and other sanction lists.

We comply with all applicable laws, regulations, codes, and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and shall not engage in any activity, practice, or conduct which would constitute an offence.

YOUR RESPONSIBILITIES

It is your responsibility to ensure that any proposal forms or any other applications submitted by you or that we complete on your behalf are accurate and complete. You must also review quotation documentation and confirmation of cover/policy documents supplied by us to you to ensure that they accurately reflect your requirements. Particular attention should be paid to policy conditions, claims conditions and/or warranties (as applicable) as failure to comply may reduce or invalidate your cover. Should there be any discrepancies, you must notify us immediately.

It is your responsibility to ensure that all sums insured, and policy limits are adequate. Whilst we seek to assist in establishing and maintaining insured values and indemnity limits, we cannot accept responsibility for their accuracy.

DUTY OF DISCLOSURE - CONSUMERS

If you are a consumer insured (an individual buying insurance wholly or mainly for purposes unrelated to your trade, business, or profession) you have a duty to take reasonable care to answer the insurer's questions fully and accurately and to ensure that any information that you volunteer is not misleading.

This duty exists before your cover is placed, when it is renewed and any time that it is varied, and your policy wording may provide that it continues for the duration of the policy. If you do not do this, your insurer may be able to impose different terms on your cover, may charge you a higher premium or, in some circumstances, may be able to avoid your policy from inception and any claims under it would not be paid.

FAILURE TO DISCLOSE A MATERIAL FACT

Insurers have differing remedies depending upon the nature of the non-disclosure and what would have happened had you fairly presented the risk:

- Deliberate or reckless presentation of the risk: Insurers are entitled to avoid the policy and retain all premiums
- Failure to present the risk fairly but this was not deliberate or reckless: This depends on how the insurers would have dealt with the policy had the risk been fairly presented. If they can demonstrate that they would have not provided the policy, they are entitled to avoid the policy and no claims would be payable. You would be entitled to a refund of the premium. If insurers would have provided the policy but on different terms, those terms will be applied to the policy from inception. If insurers would have provided the policy and charged an increased premium, claim settlements could be reduced by the proportion of the increased premium.



CLIENT TERMS & CONDITIONS

FAIR PRESENTATION - COMMERCIAL CUSTOMERS

If you are a business insured (i.e. an insured who has bought insurance wholly or mainly for purposes related to their trade, business, or profession) the business has a duty to make a fair presentation of the risk to the insurer. This entails disclosing to the insurer every material circumstance which you know or ought to know. You should conduct a reasonable search to ascertain all material facts within your organisation, making enquiries of senior management and other relevant individuals where necessary.

You must make accessible to us members of your senior management (or the most appropriate persons) to provide accurate, complete, and timely information to enable us to fulfil our obligations to make a fair presentation of your risk to insurers.

The disclosure should be made in a clear and accessible way.

This duty to make a fair presentation applies before your cover is placed, when it is renewed and any time that it is varied. Your policy wording may also provide that this duty continues for the duration of the policy.

A circumstance is material if it would influence an insurer's judgment in determining whether to accept the risk, or the terms of the insurance (including premium). If you are in any doubt whether a circumstance is material, we recommend that it should be disclosed.

Failure to disclose a material circumstance may entitle an insurer to impose different terms on your cover or proportionately reduce the amount of any claim payable. In some circumstances an insurer will be entitled to avoid the policy from inception and in this event any claims under the policy would not be paid.

WARRANTIES & CONDITIONS PRECEDENT

A warranty is a term in an insurance contract which must be strictly complied with. In the event that a warranty is breached, the insurer's liability may be suspended until the breach is rectified. Cover is reinstated once the breach is rectified, however, insurers may have no liability to pay losses occurring or attributable to something happening during any such period of suspension.

Where a warranty or other term has been breached, insurers may still be liable to pay claims occurring during the breach period, provided the insured can prove that the breach did not increase the risk of the loss which actually occurred, and the provision breached does not define the risk as a whole.

Please also take particular note of any conditions precedent that appear in the policy. If a condition precedent to the validity of the policy or to the commencement of the risk is not complied with, the insurer will not come on risk. If a condition precedent to the Insurer's liability under this policy is not complied with, the insurer may not be liable for the loss in question. A condition precedent may exist in the policy using other terminology and without reference to the words 'conditions precedent'.

It is very important that you read the full policy carefully and, if you are unsure of, or are unable to comply with, any provisions, please contact us immediately.

FRAUD

Insurers will be entitled to terminate the policy from the date of the fraudulent claim or act, but must still cover claims arising from incidents occurring before the fraudulent act.

CONTRACTING OUT

Insurers may contract out of certain clauses of the Insurance Act 2015 (other than basis of contract clauses). We will advise you where they have contracted out of any clauses.



CLIENT TERMS & CONDITIONS

USE OF PERSONAL DATA

We are committed to protecting your personal information. We will use personal information about you fairly and lawfully, primarily in connection with the provision of insurance. For full details of what data we collect about you, how it is used, who it is shared with, how long it is kept and your rights relating to your personal data, please refer to our Privacy Statement at www.qassurebuild.co.uk/privacy-statement.

If you have any queries about how your personal data is being collected and processed, or wish to exercise any of your rights detailed in the Privacy Statement, please contact us on **0333 577 2800** or at feedback@qassurebuild.co.uk.

We are registered with the Information Commissioner's Office (ICO) – you can check this at www.ico.org.uk.

CANCELLATION OF POLICIES

We will advise you whether you have the right to cancel the policy and the conditions for exercising these rights prior to conclusion of any insurance policy. Please refer to your policy booklet for full details.

If the registration of any unit is cancelled before a Cover Note or Insurance Certificate has been issued, then you may be entitled to a refund of some of the Insurance Premium you have paid. However, neither Q's fees nor commissions are refundable. Please note: once a Cover Note or Insurance Certificate has been issued, the policy cannot be cancelled by any party other than the policyholder.

CLAIMS

If you are a policyholder, in the event of an incident occurring which could give rise to a claim under your policy, you should notify this using the contact details in your policy booklet, as soon as possible in accordance with your policy conditions. Failure to do so could prejudice your insurer's position and lead to the claim being repudiated or not paid in full.

If we receive notification of an incident that could give rise to a claim, we will respond promptly, explain how we will handle your claim and tell you what you need to do. We will give you reasonable guidance to help you make a claim under your policy.

You should be aware that insurers exchange information through various databases to help check the information provided and prevent fraudulent claims.

OUR LIABILITY TO YOU

Unless we have otherwise agreed with you in writing, we shall treat your instructions to us to place your insurances as acceptance of the limitation of our liability to you, and/or to any other person with an interest in your insurances.

Our entire liability in contract, tort (including without limitation negligence) or otherwise is strictly limited to £1,000,000 in respect of all aggregated claims brought by you in respect of the services provided by us, save that the following is wholly excluded:

- loss of profits
- loss of sale or business
- loss of agreements or contracts
- loss of anticipated savings
- loss of use or corruption of software, data, or information
- loss of or damage to goodwill; and/or
- indirect or consequential loss.



CLIENT TERMS & CONDITIONS

COMMUNICATIONS

In the course of conducting business, we will communicate with you by telephone, using email and/or via our client portal and website.

Information supplied by us in connection with your insurance is provided in electronic format, either via email or via our client portal. This includes, but is not limited to, your policy documents, quotation document, our terms & conditions, our Standard Technical Criteria, and any other relevant documents which set out the terms upon which your insurance may be conditional. Supplying this information electronically is our preferred means of communication with you since it creates a clear audit trail and also significantly reduces the environmental burden on the planet. We also believe many policyholders prefer to receive electronic documents as it may make them easier to store, locate and search for in the event of a claim. However, as per Article 23 of the Insurance Distribution Directive, if you ask us for a copy of these documents in paper format, we will send these to you free of charge.

By doing business with us, you accept the inherent risks of using electronic communication means and you are responsible for checking that messages received are complete, and in the event of a dispute between us, you agree that you will not dispute the legal standing of an electronic document provided by us. Any agreement reached between us using email will be binding on both parties.

We cannot accept any responsibility for viruses which may enter our systems or data via our electronic communications and as such cannot accept any liability for any damage which viruses may cause and you should carry out your own virus checks before opening any electronic communications and/or attachments.

We are unable to accept instructions from you by means of text messages or via any other third-party electronic messaging service. We also cannot accept instructions via messages received to email addresses other than our corporate email addresses or, where relevant, by any software we have asked you to use for the purposes of providing information relevant to your insurances.

If you communicate with us by telephone, we cannot accept instructions that require action via any messaging service since we cannot guarantee that they will be received or actioned. For security, training and audit purposes calls to and from us may be recorded.

GOVERNING LAW AND LANGUAGE

The relationship between us is governed by English Law. If there is a dispute which cannot be resolved under our complaints procedure, it will only be dealt with in the courts of England and Wales.

These terms of business are supplied only in the English language and all communications for the duration of our appointment will be in the English language.

SEVERABILITY

If any provision of these Terms & Conditions is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms & Conditions and the remainder of the provision in question will not be affected.

RIGHTS OF THIRD PARTIES

No provision of these Terms & Conditions will be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person other than you or us.



Q Assure Build Ltd

**11 Milbanke Court, Milbanke Way
Bracknell, Berkshire, RG12 1RP**

**T: 0333 577 2800
E: client@qassurebuild.co.uk**

Let's build better!

Q Assure Build Ltd is an Appointed Representative of International Financial Security Limited which is authorised and regulated by the Financial Conduct Authority – FRN: 969653. Q is registered in England at 11 Milbanke Court, Milbanke Way, Bracknell, Berkshire, RG12 1RP. No: 727 7528.

Q is a Registered Code User of the Consumer Code for New Homes which has been established to ensure that best practice is followed by registered Developers in respect of the marketing and selling of New Homes.