

Background

This document sets out the general terms of dealing with Warranty Services Ltd via the www.qanw.co.uk web site.

1. Accepting our Terms of Business

- 1.1 By asking QANW to quote for, arrange or handle insurances, acceptance of these terms is deemed to have taken place Any questions relating to these terms should be directed, in writing, to the above address.

2. The Financial Services Authority

- 2.1 QANW's permitted business is advising, arranging, and administering contracts of insurance.
- 2.2 Warranty Services Ltd trading as QANW is authorised and regulated by the Financial Services Authority (FSA). QANW's FSA Register number is 309580.
- 2.3 This may be checked on the FSA's register by visiting the FSA website, www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

3. QANW's Service

- 3.1 QANW's role is to arrange insurance for you but QANW does not offer insurance advice. QANW will not in any circumstances act as an insurer, nor guarantee or warrant the solvency of an insurer.
- 3.2 QANW selects insurance products from limited number insurers but, for most products, QANW only deal with a single insurer, Guarantee Protection Insurance Ltd trading as GPI. 3.3 GPI is authorised and regulated by the FSA. Their FSA Register number is 207658.
- 3.4 This may be checked on the FSA's register by visiting the FSA website, www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

4. Security

- 4.1 QANW does not guarantee the solvency of any Insurer it places business with.

5. Ownership

- 5.1 Kinnell Holdings Ltd owns 100% of our share capital. QANW is a Kinnell Group Company.

6. Complaints and Compensation

- 6.1 QANW aims to provide a high level of customer service at all times, in the event of an unsatisfactory experience, QANW can be contacted:
 - 6.1.1 In writing: write to QANW, 37 Carrick Street, Ayr, KA7 1NS.
 - 6.1.2 By phone: telephone 01292 268020
 - 6.1.3 By e-mail: info@qanw.co.uk
- 6.2 Disputes about insurance policies can be referred to the Financial Ombudsman Service (except in the case of a business with a group annual turnover of £1 million or more, a charity with an annual income of £1 million or more, or trustees of a trust with a net asset value of £1 million or more).
- 6.3 QANW are covered by the Financial Services Compensation Scheme (FSCS). Compensation may be awarded if QANW cannot meet its obligations. This depends on the type of insurance, size of business (if a commercial customer) and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS.

7. Payment for our services

- 7.1 QANW normally receives commission from the insurers or product providers when it places business, and makes charges for handling insurances.
- 7.2 If requested, QANW shall send a quotation which will set out the total price to be paid, showing any fees, taxes and charges separately from the premium, before insurance arrangements are concluded.

8. Handling Client Money and/or Insurer Money

- 8.1 QANW's financial arrangements with GPI are on a "Risk Transfer" basis. This means

that it acts as an agent of the insurer in collecting premiums and handling any refunds due to clients.

- 8.2 All premium collected by QANW shall be deemed to have been collected by the insurer.

9. Cancellation of Insurances

- 9.1 A policy holder should make any request for the cancellation of a policy in writing and any relevant policy/certificate of insurance should be returned to us or to the insurer concerned. The terms of your policy may allow insurers to retain the premium in full or to charge short-period premiums in the event of cancellation before the policy expires.
- 9.2 The policy wording shall stipulate a cancellation period.

10. Conflict of interests

- 10.1 Occasions can arise where QANW or one of its associated companies, clients or product providers will have a potential conflict of interest with business being transacted. If this happens and QANW becomes aware that a potential conflict exists a notice to this effect shall be sent to those affected. Please request a copy of the conflict of interest policy for further information.

11. Responsibilities of Policy Holders

- 11.1 Policy holders are responsible for providing the complete and accurate information, which insurers require in connection with any proposal for insurance cover. This is particularly important before taking out a policy and at renewal, but it also applies throughout the life of a policy. If any fact or other information material to the insurance is not declared to the insurer or administrator, this could invalidate the policy and mean that claims may not be paid.
- 11.2 All insurance documentation issued should be read, particularly any limits and other terms that apply. Particular attention should be paid to any warranties and conditions as failure to comply with them could invalidate the policy.
- 11.3 Insurers require immediate notification of a claim or circumstance that might lead to a claim.
- 11.4 QANW should be informed immediately of any changes in circumstances that may affect the services provided or the cover provided by the policy.
- 11.5 Any additional responsibilities of policy holders shall be set out in individual certificates of insurance.

12. Online Members Area (Applicable only to contractors using the members' area)

- 12.1 By making use of the online members' area, it is agreed that QANW have provided authorization to do so by providing appropriate login and password details. No disclosure of the aforementioned login and password details is to be made to any other party. It is agreed that any details submitted online, to the online members' will be held electronically on QANW's computer systems for the purposes of administering all aspects of services. In the event that the username or password is lost, it is imperative that QANW is contacted as soon as possible. QANW accepts no liability for any delays in administering services, or any loss of data, resulting out of the misuse of the online members' area.
- 12.2 Each insurance scheme has its own terms of business. These will generally be provided alongside application packs. It is important that these terms are read and understood prior to submitting applications for membership.

13. Confidentiality of personal data

- 13.1 QANW is registered under the Data protection Act 1998. QANW undertakes to comply with the act in all dealings with clients.
- 13.2 QANW may use any information provided by clients solely for intended purposes. For the purposes of this section, "intended purposes" shall mean:
- 13.2.1 Administrative processes necessary to provide insurance services and handle claims.
- 13.2.1 Marketing purposes aimed at providing clients with related products and services.
- 13.3 QANW may, for the intended purposes, share client information with other members of the Kinnell Group.
- 13.4 Companies affiliated with QANW may contact clients offering relevant products or services of interest.

14. Claims handling arrangements

- 14.1 QANW shall employ due care and skill if we act on behalf of a policy holder in respect of a claim.

- 14.2 If QANW acts on behalf of an insurer in negotiating and settling claims, the policy holder shall be informed that QANW will be acting on behalf of the insurer.

15. Limitation of Liability

- 15.1 QANW shall endeavour to maintain this web-site and ensure that all information contained herein is kept up to date; however, QANW makes no warranty as to the veracity of this information. QANW shall not be deemed to be liable for any loss arising directly out of reliance on any information held or generated on this site. Such information includes, but is not limited to, pricing, policy information, current scheme application forms, applicable VAT/IPT rates, etc.

16. Choice of Law

- 16.1 Unless previously agreed upon between the parties, in writing, these terms of business shall be governed by and construed in accordance with English law. All Parties agree to submit to the non-exclusive jurisdiction of the courts of England & Wales.