

## Our terms of business for Scheme clients



### Our services

In our dealings with you we act on behalf of insurers at all times unless we advise you to the contrary.

Our services include:

- providing insurance cover for you after you have agreed the cost and our charges (or the basis of such costs and charges if they cannot be determined precisely in advance);
- supplying appropriate policy documentation; and
- assisting you with any claims, or changes that you wish to make, during the period of the policy.

In providing a quotation to you under one of our specialist schemes, we use a limited panel of insurers although we are not contractually obliged to do so. The identity of your insurer will be determined by the scheme in which you elect to participate. We do not compare insurance products from other insurers or provide advice or make recommendations. As part of assessing your needs, we will ask you questions to determine that you are eligible for inclusion in a particular scheme. If you are eligible, you can then choose whether or not to proceed with the product.

### 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
- manage any conflicts of interest by acting in accordance with our Conflicts of Interests Policy, a copy of which is available upon request
- deal with any complaint sympathetically and independently of the colleague to whom the complaint is directed;
- be transparent in the matter of our remuneration; and
- respect your confidentiality

### About us

Howden Insurance Brokers Limited (HIB), whose head office is Bevis Marks House, Bevis Marks, London EC3A 7JB is authorised and regulated by the Financial services Authority. Our Firm Reference Number is 312584.

We are permitted to advise upon, arrange, and assist in the administration and performance of non investment insurance contracts. We are also permitted to act as an agent of insurers and Lloyd's Managing Agents.

You may check this information on the FSA's Register by visiting [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234

### Relationships

HIB is a wholly owned subsidiary of Hyperion Insurance Group Limited (HIG) and trades under the following names:

Howden  
Howden UK  
Howden Medical Insurance Services  
Howden Architects Insurance Services  
Howden International  
Howden Risk Solutions/Partners  
Howden Professionals

Indirect interests in excess of 10% in HIB are:

B P Marsh & Partners	25.45%
D P Howden	29.90%

M N Pangborn (Director) 11.34%

HIG has indirect interests in the following insurance intermediaries with whom it may deal:

CFC Underwriting Limited  
Dual Corporate Risks Limited  
J K Buckenham Limited

### Your responsibilities

In order for us to fulfil our responsibilities to you, you must:

- read the documentation we send you and let us know if there is anything that is unclear or that does not represent your requirements
- comply with the terms and conditions of any policy we arrange for you, including those that specify
  1. a date by which premium must be received by insurers
  2. notification of a loss, claim or circumstances that might give rise to a claim as failure to comply could invalidate the policy
- provide information that we request in a timely manner
- pay all invoices promptly with cleared funds and in the currency stipulated
- act with utmost good faith in your dealings with your insurers including whilst dealing with them through us
- disclose all material information about the risks you are seeking to protect by purchasing insurance, before the contract is concluded or at any other time when providing information to your insurers as required by the policy including during the policy period

### Note:

All information and every fact or circumstance which is known to you (or which ought to be known to you in the ordinary course of your business) is material if it would influence the judgement of a prudent insurer in fixing the premium or determining whether, and on what terms, he would take the risk. Failure to disclose material information may limit your rights under the policy or invalidate it entirely. If in any doubt about something which may be material, you should disclose it.

### Handling Premiums

When you pay us the premium due under the Insurance policy or when we hold any return premiums agreed and due to you, we hold such premiums on behalf of insurers and not on your behalf. This means that in the case of our insolvency, your position with regard to those premiums is protected insofar as the premiums will be deemed to have been received by the insurer.

However in the case of insolvency of the insurer we may be required to remit premiums we are holding to the Administrator or Liquidator even if the insurance policy is subsequently cancelled by them. We do not normally hold claims monies due to clients but if we were to, and the insurer became insolvent, we may be prevented from passing those claims monies received to clients.

### Cancellation

You should note that once cover has commenced, there is no automatic entitlement to a return premium if you cancel the policy. Return premiums are entirely at the discretion of insurers and are usually only permitted in exceptional circumstances. If a return premium is agreed then it will be paid to you net of the commission already received by us.

### **Our remuneration**

Our remuneration is by way of commission payable by insurers out of the premium you pay and an annual fee payable by you, the amount of which will be specified when we provide you with a quotation. We do not take credit for commissions due until the premium has been received from you. Fees and commissions are deemed fully earned even if your insurance policy is amended, terminated or cancelled during the policy period.

In addition, we may receive remuneration from Insurers for services to them such as the operation of line slips or binding authorities; or which is based on the profitability or usage of certain schemes. Where we introduce clients to a Premium Finance company, we may receive an introducer's fee and further remuneration relating to the administrative services we perform for them.

### **Document retention**

It is our practice to retain insurance documents for business effected on your behalf for up to 15 years, either electronically or in paper form. For some types of insurance it is possible to make a claim long after its expiry date and therefore we recommend that you retain all your insurance documents safely.

### **Financial Services Compensation Scheme**

We are covered by this scheme and you may be entitled to compensation if we cannot meet our obligations and depending on the circumstances of the claim and if your turnover is less than £1,000,000. Further information is available from the Financial Services Compensation Scheme.

### **Market security**

We take care to assess the financial standing of insurers with whom we place business. However we do not guarantee the solvency or continuing solvency of any insurer and you should note that the financial position of an insurer can change once a policy has been placed with them.

### **Complaints**

We take all complaints seriously and aim to deal with them speedily, sympathetically and independently in accordance with our internal procedures, a copy of which is available on request. In the first instance you should call the Compliance Officer on (+44 113 251 5011) Or write to:

Howden  
1200 Century Way  
Thorpe Park Business Park  
Colton  
Leeds  
LS15 8ZA

If your turnover is less than £1,000,000 you may be entitled to refer the any complaint against us to the Financial Ombudsman Service. We will give you full details of how to contact the service at the appropriate time.

### **Termination of this agreement**

This agreement may be terminated by either party giving 30 days' notice to the other at their last known address. Upon termination, we shall:

- be entitled to all fees and commissions that have been paid or are due to be paid for insurances already placed
- transfer all of your files to you or another party nominated by you unless you request us to continue certain work, including claims handling, and we are able to continue

and agree to do so and have agreed appropriate additional remuneration with you

### **Use of information**

You consent to the use of all personal information held by us in relation to you to provide you with insurance cover and/or premium installment facilities; to make any changes you require; and to facilitate renewal of your policy. You also consent to the use of this information by our auditors, our regulators and for crime prevention.

### **Important**

This document sets out how we conduct business with you and contains information that our regulator requires us to give to you. You should read it carefully and if there is anything you do not understand or there is Anything with which you disagree, you should contact us immediately.

These terms of business are governed by and construed in accordance with English law and both you and we agree to submit to the jurisdiction of the English courts if the occasion arises.

We conduct our business with you in English unless we Have agreed with you otherwise. Sometimes we will correspond with you by electronic means unless you have told us that you do not wish to communicate with us in this way.