



## Howe Maxted Group

### Terms of Business for Clients

### Insurance Intermediaries (Since 1914)

### Member of: The British Insurance Brokers Association



### Head Office at:-

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### ABOUT US

Howe Maxted Group is the trading name of the Howe Maxted Group Limited [HMGL]. We are independent insurance intermediaries and are authorised and regulated by the Financial Conduct Authority [FCA] and are bound by its rules. The FCA is the independent watchdog that regulates financial services. Our FCA Register number is 131690.

We are permitted to arrange, advise on, deal as an agent for insurers, We are permitted to arrange, advise on, deal as an agent for insurers, assist in claims handling, help with ongoing changes, introduce to an insurer/premium finance provider(s) in respect of general insurance policies on behalf of our clients'. You can check this on the FCA's Register by visiting the FCA's website [www.fca.gov.uk/register](http://www.fca.gov.uk/register) or by contacting the FCA on 0845 606 1234.

We offer insurance products from a range of insurers, except for Boat Liability Insurance which we arrange solely through Royal and Sun Alliance. In certain circumstances we will use the services of another intermediary to place your insurance and in these circumstances we will always advise you of the name of that intermediary.

### OUR SERVICES

We will use our reasonable endeavours to establish your circumstances, knowledge of Insurance matters and objectives, so as to enable us to identify your insurance requirements give you guidance and make a recommendation to you. You will be responsible for providing us with all the necessary information which we request, and any other information which may not have been requested, but which you consider to be relevant to enable us to fulfil our obligations to you.

The personal information you provide to us about you and others will be used by us, insurers and others to act on your behalf and in your interests. By accepting our quotation you consent to us holding your data.

### COSTS AND REMUNERATION

We are normally remunerated for arranging the insurance in the form of commission or brokerage paid to us by the Insurers underwriting the insurance, unless the arrangement which we had with you is that our services will be provided for an agreed fee (in which case this will be the subject of a separate letter of agreement between us). We are happy to disclose our remuneration, please contact us should you wish to be aware of our commission.

We make the following minimum charges. Charges can increase depending on the work involved and policy type. Mandatory Charges as follows:  
New Business - a 5% administration charge if the premium is under £500 with a minimum charge of £25  
Renewals - a 5% administration charge if the premium is under £500 with a minimum charge of £25  
Credit Card transactions – None apply  
Policy amendments, claims handling, - £25 per adjustment  
In the event of cancellation of the Policy please note that we reserve the right to retain our remuneration received.

Except as above we will not charge a fee without first disclosing the amount to you and the purpose of the charge. Please note that any charges made are non-refundable unless expressly agreed by us at the time of cancellation.

We will provide details of the costs of each of the insurances offered before cover commences.

In addition to such brokerage or commission, or an agreed fee basis of remuneration as appropriate, we will be entitled to benefit from earnings which we are able to generate due to the weight of account placed with certain markets and its underwriting performance, which are not identifiable to any specific account.

We will be entitled to earnings which we are able to generate through management of cash balances held on behalf of insurers and clients which are not identifiable to any specific account and also earnings from premium finance arrangements. Please advise us should you have any queries or objections with the above.

### INFORMATION WE NEED TO KNOW

You must take reasonable care to provide complete, accurate and honest answers to the questions we ask when you take out, make changes to, and renew your insurance policy.

Please also tell us if there are any changes to the information set out in the Statement of Fact, demands and needs statement, certificate of insurance (if applicable) or on your policy schedule.

If any of the information provided by you changes after you purchase or renew your policy and during the period of your policy please provide us with details.

If any of the information provided by you is not complete and accurate:

- Your insurer may cancel your policy and treat it as if it never existed; or
- Your insurer may refuse to pay any claim, or
- Your insurer may not pay any claim in full; or
- Your insurer may revise the premium and/or change the compulsory excess, or
- The extent of the cover may be affected

In respect of motor policies, it is an offence under the Road Traffic Act to provide incomplete or inaccurate information to the questions asked in your application for the purpose of obtaining a certificate of motor insurance. Insurers recommend you keep a record (including copies of letters) of all information provided to them or us for your future reference. A copy of the completed application form (if applicable) will be supplied on request within a period of three months after its completion.

We will hold your data in accordance with the General Data Protection Act. By providing personal information to us you agree to us sharing such relevant data with insurers to enable us to obtain quotations on your behalf. If at any time you wish for us to not share your data and therefore not obtain alternative quotations for you please advise us in writing.

You have the right to request the erasure of the data we hold. We may be required to continue to hold information on our files for regulatory purposes and in which case we will confirm the position to you. We hold all data for

a minimum period of 6 years to comply with the Statute of Limitations in respect of claims that could arise.

If at any time you require a copy of the data held by Us please contact our office and we will forward it to you. Please be aware there is a £10 administration charge.

### **OUR LIABILITY TO YOU**

All representations (whether express or implied) and all implied conditions, warranties and terms as to the provision of the services by us, are excluded to the extent permitted by law or regulation. In no event will we be liable to you for any indirect, incidental, special, consequential, exemplary, punitive or reliance damages (including, without limitation, lost or anticipated revenues, lost business opportunities or lost sales or profits).

To the fullest extent permitted by law, and except for damages resulting solely and directly from fraud or intentional misconduct by us, HMGL's liability for all time to you for any and all damages, costs, and expenses (including but not limited to lawyers' or attorneys' fees), whether based on contract, tort (including negligence), or otherwise, in connection with or related to the services (including a failure to provide a service) or any other services that we provide shall be limited to a total aggregate amount of GBP1,000,000.

### **QUOTATIONS**

When giving you a quotation, we will have taken due care to ensure its accuracy and, at the time of presenting it to you, we will have a reasonable belief that we can place the insurance at the quoted terms. However, we cannot be held responsible if, for whatever reason, the quoting insurer(s) decides to withdraw his quotation prior to our taking it up on your behalf.

In any event, if the insurance is not taken up within seven days of the date of the quotation, you should check with us that it remains valid.

### **BANK ACCOUNT**

We do not hold client money as FCA defined. All premiums, which includes money, collected for onward transmission to insurers and refund payments to clients, in a bank account with an approved bank under a statutory trust arrangement in accordance with Financial Conduct Authority rules, with cascaded risk transfer from the insurer. This means that we are not entitled to and may use client money held on behalf of one client to pay another client's premium before the premium is received from that other client, and to pay and premium refunds to another client before we receive payment from the insurer. In addition, we are not entitled to use client money to pay commissions to our company before we receive the relevant premium from the client.

### **PLACEMENT OF THE INSURANCE**

When arranging the insurance, we will act objectively in your best interest when choosing insurers.

We will take reasonable steps to review the financial security, service standards and stability of all insurers recommended for use on your insurances, but the HMG does not guarantee the financial viability or solvency of any of the insurers with whom the risk is placed.

Where we consider it appropriate, we may request another more specialist insurance broker or intermediary to assist us in the placing of the insurance.

We will only use other Brokers, Insurers and Underwriters who are regulated by the FCA to conduct business in the UK.

### **PAYMENT OF PREMIUM**

We will be responsible for:-

Issuing demands for all new and renewal premiums and mid-term alterations as soon as is practicable, after inception or renewal or of receipt of closing documentation from the market.

Remitting premiums to insurers in accordance with the agreed Terms of Trade.

You are responsible for paying promptly, all of our invoices, premiums, duties, fees etc., to enable us to make the necessary payments to insurers in respect of your insurances. For the avoidance of doubt, we have no obligation to fund any premiums, duties, fees etc. on your behalf, and have no responsibility for any loss that you may suffer as a result of your insurers cancelling the policy, or taking any other prejudicial steps as a result of a late payment of such premiums, duties, fees etc. if such delay is substantially attributable to you.

Your premium may be passed to a second firm, this will be done so solely for the purposes of effecting your transaction.

### **CONFIRMING COVER**

We will:-  
Provide cover notes confirming the details of the insurance which has been effected on your behalf and identifying the insurers underwriting it.

We will forward policy documentation and endorsements too you promptly on receipt from the insurers.

### **OUR ONGOING SERVICE**

We will:-

Respond promptly to queries and correspondence.  
Deal promptly with your requests for amendments to cover and provide you with details of any premium or charges to be paid or to be returned.  
Provide written confirmation when amendments are made.  
Remit any returned premiums and charges due to you without avoidable delay.  
Notify you of the renewal or expiry of your policy in time to allow you to consider and arrange any continuing cover which you may need. Should we sell a portfolio of business your acceptance of this Terms of Business includes your agreement to the transfer of your premium and policy unless you notify us to the contrary.

### **CONFIDENTIALITY AND SECURITY**

We acknowledge that in the course of conducting business on your behalf we shall acquire confidential information from you and accordingly agree that we will not, in respect of such confidential information:

Use or disclose that information except in the normal course of negotiating, maintaining or renewing insurances on your behalf.  
Use it for our own purpose or for any other purposes unless we have your consent.  
Cause or permit any unauthorised disclosure of such information of which we shall become possessed.

These confidentiality provisions shall not apply to any information:  
Which, at the time it is provided to us, is already in the public domain;  
Which is disclosed to us or by a third party not subject to similar duties of Confidentiality;  
Which enters the public domain through no fault or breach by us of our obligations under this provision.  
Which is required to be disclosed by us pursuant to a legal obligation or to enable the FCA to fulfil its regulatory function.

We may make a search with a credit reference agency and supply trade performance data to it in respect of your business. That agency will keep a record of that search and may share that information with other businesses. We may also make enquiries about the principal directors with the credit reference agency.

By proceeding with the insurance you are consenting to us using the information you provide, to pass on to other third parties to obtain quotations and cover for you.

### **CLAIMS**

We will provide a claims handling service for as long as you remain a customer and we will:

If you require us to do so, give you guidance in pursuing a claim under the policy.  
Handle claims fairly and promptly and keep you informed of their progress. Inform you in writing if we are unable to deal with any part of a claim.  
Account to you, without avoidable delay, once a claim has been agreed and settled.  
You must notify us promptly of the circumstances of the claim and you must not admit liability or agree to any course of action until you receive confirmation that you may do so from your insurers.

### **COMPLAINTS**

It is always intended that we provide a first class standard of service. However, if you have any cause for complaint you should, in the first instance, contact the Managing Director of HMGL either in writing or by telephone using the contact details overleaf. Please be ready to give your client/policy reference. We have procedures in place to deal with any complaint and details of how we will deal with it are given below.

If we can resolve the matter straight away to your complete satisfaction we will do so. If we think that the complaint should more appropriately be dealt with by another firm we will inform you within five business days that the complaint has been referred to that other firm. (This might be because

the complaint is about your insurers or the person who advised you rather than us).

If we cannot resolve your complaint immediately we will write to you and tell you so within five business days of its receipt. We will also tell you the name of the person who is looking into your complaint and when you should expect to have a full reply.

You will normally receive a full response to your complaint within four weeks of making it. If, however, we need longer, we will tell you during the four week period and tell you why we need the extra time.

The written response that we will make to you will either:

Accept the complaint and offer compensation where appropriate, or other form of redress.

or reject the complaint and give full reasons why we are rejecting it.

or be a combination of both of the above.

If you are not happy with our response we will inform you of your right to take your complaint to the Financial Ombudsman Service.

The fact that we have these procedures in place does not affect any other right of action you may have.

#### **FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)**

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Insurance advising and arranging is covered for 100% of the first £30,000 and 90% of the next £20,000 so the maximum compensation is £48,000

For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.

Further information about the compensation scheme arrangements is available from the FSCS.

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