

## **ABOUT US**

Howe Maxted Group is the trading name of the Howe Maxted Group Limited. 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 13169.

Our permitted business is advising on and arranging general insurance policies. 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 Subsidence Excess cover which we arrange solely through Royal and Sun Alliance and Guarantee Protection Insurance Limited.

## **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 – The Service Charges: Mastercard and Visa 1.75% of the Renewal/Inception Premium.  
Post dated cheques (by arrangement only) - £10 per post-dated cheque  
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.

## **DUTY OF DISCLOSURE**

In order to enable us to obtain valid insurance on your behalf, it is your obligation to provide us with sufficiently detailed, accurate and complete information to allow us to make full disclosure to the prospective insurers of all circumstances which are material to the proposed insurance or re-insurance. A "Material Circumstance" in this context is a fact which might influence the insurers decision on whether to underwrite the risk at all, or the terms (including premium) upon which they are prepared to underwrite the risk.

If full disclosure of material circumstances is not made to your insurers, they will be entitled not only to decline any subsequent claim, but also to void the policy with effect from inception.

The Duty of Disclosure of all circumstances material to the insurance arises, not only when the insurance is first taken out, but also on each subsequent renewal or amendment of it and at all other times. It is your obligation to advise us on these occasions of any material change or circumstances since inception, or the last renewal or amendment to the policy.

Where the terms of your insurance require you to notify your insurers of any increase or alteration in the nature of the risk, it is your obligation to provide such information to us so that insurers can be notified in accordance with the requirements of your insurance.

All answers or statements on a proposal, claim form or other material document are your responsibility and you should always check the accuracy of the information you provide to us.

## **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, acting as trustee may use our non-statutory trust account to make advances of credit, to enable a client's premium obligation to be met before we receive the premium from the client. Similarly, we may pay claims and premium refunds to a client from our non-statutory trust account before we receive those monies from the insurance company. Please advise us should you have any queries or objections with the above.

## **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 Howe Maxted Group 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 Howe Maxted Group 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.

T.O.B. [6] 15.8.14

# HOWE MAXTED GROUP

## Terms of Business for Clients

**Insurance Intermediaries  
(Since 1914)**

**Member of: The British Insurance Brokers  
Association**



**Head Office at:-**

**17 Hatherley Road  
Sidcup  
DA14 4BP**

**Tel: 020 8309 1717**

**Fax: 0870 787 0040**

**Email: [enquiries@howemaxted.co.uk](mailto:enquiries@howemaxted.co.uk)  
[www.howemaxted.co.uk](http://www.howemaxted.co.uk)**