

Why read this document?

It is really important to us that we explain what services you can expect from us in a way that is clear and avoids any misconceptions. In this way you can make informed decisions. We try to provide enough but not too much information so, if you have any questions, please get in touch.

This document supplements, but does not replace, our Commercial Client Agreement.

Our Scope of Service

This section includes information as to the scope of our services in providing you with a quote. It should be read in conjunction with our Client Terms of Business Agreement, a copy of which will be provided to you

Client Terms of Business Agreement

The intention of our Agreement is to, clearly and concisely; establish the basis of our relationship with you and the services that we will provide as well as detailing the important practices and procedures, which need to be followed by both of us in relation to our appointment as your agent.

We wish to draw your attention to those sections specifically highlighted in:

- Section 1, the terms of our Agreement will apply to all dealings between you and us with immediate effect, until and unless we send you a further revised agreement.
- Section 3, highlights the Duty of Fair Presentation and the requirements contained within. This places a duty on you to make a fair presentation of the risk to the insurer.
- Section 5, Confidentiality and Data Protection - As part of the work done to ensure our compliance with the General Data Protection Regulation which came into effect in May 2018, we have updated our Agreements to include reference to our, and your, obligations under this new framework.
- Section 10, particularly the Limitation of Liability provision.

The terms of our Client Terms of Business Agreement will apply to all dealings between you and us with immediate effect, until and unless we send you a further revised agreement. If you have any questions regarding our Client Terms of Business Agreement please contact us

Duty of Fair Presentation of Risk

We take this opportunity to remind you that you owe a duty to make a fair presentation of the risk to the insurer. You have a duty to disclose to the insurer every material circumstance which you know or ought to know after a reasonable search or which is sufficient to put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances. In addition, you have a duty to disclose information in a clear and accessible manner.

A circumstance is material if it would influence a prudent insurer's judgment in determining whether to take the risk and, if so, on what terms.

Failure to disclose a material circumstance may entitle an insurer to:

- in some circumstances, avoid the policy from inception and in this event any claims under the policy would not be paid;
- impose different terms on your cover; and/or
- reduce the amount of any claim payable.

This duty applies:

- before your cover is placed;
- when it is renewed; and
- at any time that it is varied.

If you are not sure whether a fact is material, you should disclose it. Please contact us immediately for assistance if you do not fully understand your duty of disclosure, if you are unsure whether information may be material or if it comes to your attention that you may have not disclosed full and accurate information.

It is essential that you review the Policy Schedule, endorsements, Statement of Fact documentation and Important Terms. Please contact us immediately if any of the details are incorrect or you are unable to comply with the Statement(s) of Fact. Any misrepresentation made by you may affect the premium/cover or the insurers' decision to offer cover

Your quotation will be presented to you on an advised sales basis. This means that we will provide you with advice and/or a recommendation in relation to the quote(s) presented, and will have only presented to you those that we consider to best meet your demands and needs. Such advice and/or recommendation shall be based on our understanding of your insurance requirements, based on the information that you have provided to us.

The Insurers we will Approach

The quote(s) we present to you are following our approach for terms and conditions only from
Hiscox Insurance Company Limited for Liabilities cover
Hiscox Insurance Company Limited for Legal Protection cover

Howden is not contractually obliged to obtain a quote from or place your insurance policy with any particular insurer or underwriting agent.

Facility Arrangements

The insurance policy quote(s) that we present to you will be quoted under a delegated authority agreement, which is a facility arrangement that has been entered into between Howden and the insurer(s). Under this agreement, Howden will also act as agent of the insurer(s) in respect of certain activities they have delegated to us. However, we will continue to act as your agent in relation to the provision of broking services.

Under this agreement, insurer(s) have delegated to us, under specific parameters, authority to:

- Underwrite the risk being insured
- Bind and commit insurer(s) to the quoted contract of insurance
- Issue insurance certificates
- Hold cover for an agreed period, subject to certain conditions being met
- Extending policies for an agreed period
- Agree to the cancellation of an insurance policy

How we are Remunerated

This section provides you with information on how we will be remunerated should you instruct us to arrange the quoted policy on your behalf. We will assume that, by instructing us to proceed, you agree to these remuneration arrangements. Should you require any further information, we would be happy to provide this to you, upon request.

- The insurance company(/ies) with which the insurance policy will be placed will pay us commission, which shall be taken from your insurance premium at a percentage rate contractually agreed between us and the insurance company.
- An administration fee is charged to cover the cost of policy administration, in particular preparation and issue of policy documents and management of bordereaux

What to do if you Have a Complaint

If you wish to make a complaint you may do so by contacting any member of staff by whatever means is convenient to you. If you cannot settle your complaint with us to your satisfaction, you may be entitled to refer it to the Financial Ombudsman Service (FOS). The FOS can be contacted by accessing the website www.financial-ombudsman.org.uk or telephoning 0800 0234567 or 0300 1239123.