

Hugh J. Boswell Limited  
Carrow Hill, Norwich  
NR1 2AH

## TERMS OF BUSINESS

The purpose of this agreement is to set out our professional relationship and detail the services we will provide you. In particular we would draw your attention to the **IMPORTANT NOTES** section. For your own benefit and protection, you must read all information provided carefully and if you do not understand please contact us immediately. By instructing us to provide services to you, you are indicating that our terms of business have been accepted. These terms of business are applicable from the 1st January 2015.

In this agreement references to “we” or “us” or “our” means Hugh J Boswell Limited, a company incorporated in England & Wales with company number 318993. Our registered office address is at Carrow Hill, Norwich, NR1 2AH. We are an independent insurance intermediary, authorised and regulated by the Financial Conduct Authority (FCA), the independent watchdog that regulates financial services. You are able to check on our status by consulting the FCA’s Register via the FCA’s website <http://www.fca.gov.uk/register> by contacting the FCA on 0845 606 9966 or email: [register@fca.org.uk](mailto:register@fca.org.uk) .

We do not hold any voting rights or capital in any other insurance undertaking. The shares in our company are owned by a holding company, which is in turn wholly owned by members of the managing board of directors. No other person or firm has any rights to acquire shares in our company.

### Explaining our Services

We are committed to providing a high standard of professional service to Commercial Customers and Consumers. This document sets out the details of how our service operates. The definition of a consumer is any natural person who is acting for purposes which are outside their trade or profession, whereas a Commercial Customer is a customer who is not a Consumer. Further details can be found under <http://fshandbook.info>

In arranging general insurance we are required to comply with the FCA Insurance Conduct of Business Rules. We can act as both agent of the insurer and as your agent. Normally we act as your agent, unless we have risk transfer relating to client money when we act as agent for the insurer or unless we indicate to you otherwise.

We will establish your demands and needs as they relate to your business/profession’s insurance needs which may include checking information we already hold relating to your insurance policies.

From the assessment of your demands and needs we will provide advice and guidance to match as closely as possible to your insurance requirements.

Our service will include arranging and administering your insurance, helping you with on-going changes and assisting you if you need to make a claim. If we use the services of another intermediary to place your insurances we will advise you of the name of the intermediary we use and the name of the insurer. In certain instances we may outsource claims handling to third party companies. [We do not provide services relating to investments, life, pension or permanent group or individual protection insurances.](#)

We will generally provide advice or information on the basis of a fair analysis of the market. On occasions we may have only a limited market in which to place specialised risks, but we are not contractually obliged to deal with either a limited number of insurers or only with a single insurer for any class of insurance business.

### Instructions

Please send your instructions to us in writing (by letter, facsimile or e-mail) to avoid any misunderstanding regarding the cover you have requested. In urgent cases we will accept verbal instructions, but you must confirm them in writing immediately afterwards. When we receive instructions you must not assume cover has been placed with your insurance company until we provide confirmation that cover has been placed. This is particularly important when we receive instructions outside our office hours of 9.00am to 5.00pm Monday to Friday

### Proposal Form and Statement of Fact

With certain classes of insurance a completed proposal form may be an insurer’s requirement. You must verify the accuracy and completeness of the answers before signing the form. Policy cover may also be subject to additional information including sight of authenticated claims information from your previous providers and a survey of your property or premises.

Statements of fact have in some instances replaced proposal forms. The statement of fact will set out the information relied upon to produce a quotation or provide insurance cover. It is essential that you read those statements and advise us immediately of any incorrect statements. Failure to bring these to our/your insurer’s attention could invalidate the insurance cover being offered and result in declinature of a claim or the policy being cancelled from its inception.

### Settlement Terms

We will be responsible for issuing invoices for all new and renewal premiums and mid-term premium adjustments as soon as practicable after inception, renewal or adjustment. Alternatively, we will issue renewal reminders with an invitation to pay the required premium. We will remit premiums to insurers in accordance with our agreed terms of business with insurers. A copy of the full terms of business are available on written request to The Compliance Officer, Hugh J Boswell Ltd, Carrow Hill, Norwich NR1 2AH.

We require you to make full payment to us within 30 days from the date of the invoice or, in the case of a renewal invitation, by the policy renewal date. However, there will be instances where insurers require payment within a shorter period and we may therefore request payment earlier to ensure cover is continued. We will advise you of the earlier date for payment if this is this case. We normally accept payment by cheque, credit card and electronic transfer. In many cases there will be facilities available to enable payment by

monthly instalments. We will provide information about the payment options when we discuss your insurances in detail. Importantly these finance arrangements will be a separate contract between the finance provider and you. If you fail to meet your contractual obligations under the contract the finance provider may exercise their right to instruct the insurers to cancel the insurance contract. Policy documentation will not be released until the full premium has been paid or a method of payment has been arranged.

**If payment is not received within the required period, insurers reserve the right to cancel cover.**

### **Your Right to Cancel (Applicable to Consumers only)**

Customers acting outside their trade or profession are regarded as Consumers and usually have the legal right to cancel a policy within 14 days of receiving the full policy terms and conditions, unless a claim has occurred during the 14 day period. You will be advised where this Right applies. Cancellation must be in writing to our usual office address at Carrow Hill, Norwich NR1 2AH prior to the 14 day period expiring. We reserve the right to make a charge including administration charges in relation to the time policy coverage was in place and to make reasonable charges for additional administration incurred. These charges will be notified to you prior to them being levied.

### **Client Money**

When we receive any monies from you or for payment to you, they will be held by us either as:

- (a) as agent for the insurer concerned or
- (b) on your behalf within a non-statutory trust client bank account, governed by a trust deed as required by the Client Asset Sourcebook of the FCA Handbook of rules and guidance.

The aim of the trust is to protect clients in the event of the failure of the insurance intermediary, bank or other third party who may hold client money. In such circumstances the insurance intermediary's general creditors should not be able to make claims on client money as it will not form part of the insurance intermediary's property.

The trust enables us to pay claims and premium refunds to another client before we receive payment from the insurer. However, we are not entitled to deduct our commission from client money until the relevant premium(s) have been paid by you. In arranging your insurance we may employ the services of other intermediaries who are regulated by the FCA and your premium may be passed to those intermediaries for payment to insurers. These firms are required to hold client's money in separate trust accounts. If we utilise firms outside the UK which are not governed by the FCA, we will notify you of this and seek your permission to pay premiums to such firms. We are allowed to earn interest from the monies held in the non statutory trust accounts and when appropriate we will exercise this option. Unless you advise us to the contrary, you will be consenting to us holding money in this way.

**For the avoidance of doubt, we are not under any obligation to fund any premiums, fees or taxes on your behalf and have no responsibility for any loss, which you may suffer as a result of the insurers cancelling the policy or taking any other prejudicial steps as a result of late payment if delays are attributable to you. Settlement of premiums within our credit terms is your responsibility because of the limited period of credit allowed to us by insurers; we do not pay interest on client money balances in our care.**

### **Costs and Remuneration**

We will be remunerated for arranging your insurances by way of commission paid to us by insurers and/or by charging a fee to you. If we agree to work on a fee basis of remuneration this will be decided on a case by case basis and agreed with you prior to engagement of our services. We will also charge you administration fees on certain policies to ensure the income generated is sufficient to enable us to administer your insurance arrangements with us. If such charges are levied these will be confirmed to you prior to our services being engaged. In addition we may also be entitled to benefit from earnings which we are able to generate due to the value of our account placed with certain insurers and its underwriting performance which are not identifiable to specific policies. Commercial customers are entitled to request information regarding any commission we have earned as a result of placing your insurance business. We reserve the right to charge you for policy amendments, claims handling or cancellations. Details of any such charges would be confirmed to you prior to you engaging our services.

### **Mid Term Adjustment Refunds**

In the event of your insurer issuing a refund for a mid-term adjustment we will be paying these net of any commission or charges made for our services due to the costs incurred by us in processing these. This will not apply to policies where payment is made by insurer direct debt or to organisations registered as charities. If the total of a mid-term adjustment is less than £15, the rebate will not be processed.

### **Credit Reference Agencies**

We/Insurers may obtain information about you, now and periodically from credit reference agencies to check your credit status and identity. The agencies will record enquiries, which may be seen by other companies who make their own credit enquiries. Some insurers use credit-scoring methods when calculating premiums in regards to your risk. *If you do not wish insurers to carry out such checks, please let us know immediately.*

### **Termination**

Our services may be terminated for any reason by either of us giving 7 days notice in writing to the other. In the event of cancellation for any reason other than at the expiry of the relevant policy period or at renewal, insurers will not necessarily make premium refunds. Where policy refunds are made, we will be entitled to pay these net of any commission and charges. Where cover is cancelled for whatever reason, if the return of premium allowed by insurers is less than £15, the rebate will not be processed.

In the event of cancellation due to non-payment, default, non-compliance with the policy terms and conditions or failure to return requested documentation, a time on risk charge will be levied in accordance with the endorsement issued by insurers.

### **Financial Security**

We regularly assess the financial strength of insurance companies, other intermediaries and managing agents that are involved in the supply chain but we cannot guarantee the future ability of any insurer or other supplier to meet the policyholder's obligations. The process involves general observation of the financial rating applied by independent rating agencies such as Standard and Poor's and A M Best published with other readily available information within industry guides and publications. The final decision on the suitability of

any insurer rests with you the client. If you have any concerns about the security of your insurers or providers, please contact us immediately.

### **Confidentiality and Data Protection**

In respect of the personal data you provide to us from time to time, we are your data controller for the purposes of the Data Protection Act 1998 (DPA). We will exchange information that you provide us with insurance companies, other brokers or agents for the purposes of obtaining insurance quotations, arranging cover or dealing with claims and otherwise in accordance with our DPA licence Z6558751 and/or as outlined in our customer data security policy, a copy of which is available on request. We will treat all information as private and confidential, and in strict accordance the DPA, even when you are no longer a customer and will only share information if we are required to do so by law or regulation

### **Telephone Call Recording**

All calls will be recorded for training and monitoring purposes.

### **Claims Service**

We operate for the benefit of our clients a dedicated claims team who will assist you with the handling of any claim you need to make. It is essential that you notify us of all incidents or circumstances that could lead to a claim against your insurance policy. Claim conditions under insurance contracts differ from insurer or underwriting syndicate so it is important that you notify us immediately you are aware of circumstances that could lead to a claim. Failure to do so could result in declinature of a claim.

### **Limit of Liability**

The limit of liability is £5,000,000 in aggregate arising from any one claim or any series of claims arising from the same incident in relation to broking services provided by Hugh J Boswell Ltd. However, in relation to claims/incidents resulting in personal injury or causing death by our negligence then no limit applies. Increased limits of indemnity may be available on request but we reserve the right to charge for any necessary increase in premium as a result.

### **Insurance Premium Tax (IPT)/Value Added Tax (VAT)**

Your premium detailed in the policy will include IPT and/or in some instances VAT. Should the rates be amended by the Government your premium will be amended to reflect the change

### **Conflicts of Interest**

We operate with insurers delegated authority schemes and certain profit share arrangements. These we manage in accordance with our conflicts of interest policy. Where there is potentially a conflict of interest we will notify you accordingly

### **Complaints**

We always aim to provide a first class service to our clients however in the event we fail to provide this service we are committed to resolving the matter. If you have a complaint about our service, please contact us by writing to Alan Edwards, The Compliance Officer, Hugh J. Boswell Limited, Carrow Hill, Norwich, NR1 2AH, telephoning 01603 626155, faxing 01603 610836 or e-mail: [enquiries@hughboswell.co.uk](mailto:enquiries@hughboswell.co.uk)

### **Summary of Our Procedure**

Each complaint will be dealt with promptly and fairly, provided it is made known to us by any reasonable means. Your complaint will be acknowledged promptly and a copy of our complaints procedure will be given to or sent to you. A Director or Senior Manager will be appointed to investigate your complaint. By the end of eight weeks we will issue a final response to your complaint, if it is not possible to complete the investigation within the period, an indication of when we expect to be able to issue the final response. You may, at this point, refer your complaint to the **Financial Ombudsman Service**.

If you are not satisfied with the way in which your complaint is dealt with, you may refer it to the **Financial Ombudsman Service**. The ombudsman's leaflet 'your complaint and the ombudsman' will be sent to you at the end of eight weeks or with our final response but you may obtain details by visiting the website at <http://www.financial-ombudsman.org.uk>

### **Compensation Scheme**

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends upon the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim with no upper limit. For compulsory classes of insurance, advising and arranging is covered for 100% of the claim without any upper limit.

### **Governing Law**

In respect of policies issued in England and Wales, these terms and conditions of trading will be governed by and construed in accordance with the laws of England and Wales with the parties submitting to the exclusive jurisdiction of the Courts of England and Wales. In respect of policies issued in Scotland these terms and conditions of trading will be governed by and construed in accordance with the laws of Scotland with the parties submitting to the exclusive jurisdiction of the Courts of Scotland.

BY ACCEPTING THESE TERMS OF BUSINESS YOU ARE GIVING YOUR CONSENT TO OUR OPERATING IN THIS WAY.

## IMPORTANT INFORMATION

### WARNING – CONSUMERS

#### WHERE THE MAIN PURPOSE OF THE CONTRACT IS PRIVATE USE

##### Duty of Disclosure and Material Facts

IT IS IMPORTANT THAT YOU UNDERSTAND YOUR DUTY TO PROVIDE ALL MATERIALLY IMPORTANT INFORMATION, FULLY, COMPLETELY AND ACCURATELY. THIS APPLIES NOT ONLY WHEN YOU TAKE OUT YOUR INSURANCE, BUT THROUGHOUT THE LIFE OF THE POLICY, AT THE ANNUAL RENEWAL OR AT ANY OTHER TIME WHEN CHANGES OCCUR.

Materially important information is any information that could influence an insurer's decision to accept your risk including the cost of your insurance. For example, details of previous insurance claims that you have made, or reported. Personal information about you, such as Criminal Convictions. General information about the risk, such as the construction of a building, (for example, concrete floor, timber frame with brick, stone, and a slate roof) or details of modifications to a vehicle. If you are not sure how much information to provide or do not understand the question please ask.

If you fail to tell us something that is materially important to the arrangement of your insurance policy with an insurer, your policy may leave you with no insurance protection; insurers may not pay any claims and may cancel your policy.

**FAILURE TO ANSWER QUESTIONS HONESTLY AND REASONABLY, WHEN ASKED, MAY LEAVE YOU WITH NO COVER AND A CLAIM NOT PAID.**

### WARNING – COMMERCIAL CUSTOMERS (WHERE THE MAIN PURPOSE OF THE CONTRACT IS NOT PRIVATE USE)

#### Your Duty to Provide a Fair Presentation of the Risk

With effect from 12th August 2016 the requirements of the Insurance Act 2015 will be implemented.

The Act requires policyholders to provide a fair presentation of risk to an insurer. This can be summarised under three headings: Accurate Content, Accessible Format and Reasonable Search.

Accurate Content – The policyholder must include all information/circumstances or information sufficient to prompt insurers to request further information. Representation of facts must be substantially correct and there will be an expectation that the information will be made in good faith.

Accessible Format – Disclosure must be clear, logical and accessible. This means the dumping of large amounts of data will not be acceptable.

Reasonable Search – Reasonable Search for material information should be undertaken. For example, if your motor fleet is managed by somebody else in the business you should make relevant enquiries regarding information such as driver history. In respect of HR matters, you should make reasonable enquires about ongoing potential HR issues that may lead to a claim under your management risks or legal expenses policy.

Warranties and Conditions. Under existing law any breach of a warranty or condition automatically discharges an insurer from liability from that point onwards even if that breach is subsequently remedied or unrelated to the loss that has occurred. Under the new Act the breaches of a warranty or condition lead to suspension of the policy during the period that the warranty is not complied with only.

Abolition of basis of contract clauses. Previous legislation converted information from a completed proposal form or statements made into warranties. These were carried on throughout the term of that insurance policy. This clause has now been removed entirely by the Act.

Contracting out – the Act does allow insurers to contract out of the Insurance Act with the exception of the abolition of basic contract clauses but if they do take this option they need to clearly highlight this prior to a contract being agreed.

**FAILURE TO DISCLOSE THESE FACTS MAY LEAVE YOU WITH NO COVER, A CLAIM NOT PAID OR A REDUCED CLAIMS PAYMENT.**