

# Terms of business agreement

Howden Insurance (Ireland) Limited  
General insurance

**HOWDEN**

This agreement is effective from 20 March 2026.

It applies to all our transactions with you, subject to a copy being issued to you either before or as soon as possible after such transactions take place. It then applies to all subsequent transactions unless and until we issue you with amended terms of business.

This agreement replaces any prior agreements we may have sent to you. If any material changes are made to it, we'll let you know.

By instructing us after receiving this document, you agree to the terms within it.

Please read this document carefully and get in touch if there's anything you disagree with or don't understand.

You should keep this document safe as you may wish to refer to it again.

Please note that we don't offer advice on tax, legal, accounting, regulatory or sanctions matters. If needed, you should seek separate advice.

## Introduction

This agreement is between 'you' (the client or potential client) ('you', 'your') and Howden Insurance (Ireland) Limited ('Howden', 'we', 'us', 'our') and applies to all work that we carry out on your behalf.

We may also trade under the following names: Howden, Build-Zone, CRS Yachts, Haven Knox-Johnston, Lark Music, Performance Film & Media Insurance, Principal Insurance, Protean Risk, RL Underwriting, Robertson Low, Sanctum Health, Sanctum Superyacht Insurance, Self-Build Zone and Wright Insurance Brokers.

Our registered office address is Howden Insurance (Ireland) Limited, 48 Ringsend Road, Dublin 4, D04 EK2K. You can call us on +353 (0)1 461 1500.

This document sets out the terms and conditions under which we'll provide business services to you, including details of our regulatory and statutory obligations and the respective duties of both us and you in relation to such services.

We're not tied to any insurer, and no insurer holds any shares in Howden or any of Howden's subsidiaries or associated companies. Howden doesn't have any holdings or voting rights in any insurer.

## Authorised status

Howden is authorised and regulated by the Central Bank of Ireland (ref C4727) as an insurance intermediary under the European Union (Insurance Distribution) Regulations 2018; as an investment business firm under section 10 of the Investment Intermediaries Act 1995 (as amended); as an investment product intermediary; and as a product provider. You'll find our regulatory authorisations on display in our offices, and you can ask for a copy too. You can also contact the Central Bank of Ireland to verify our credentials. Call 1890 777 777 or visit [www.centralbank.ie](http://www.centralbank.ie).

We're a credit intermediary authorised by the Competition and Consumer Protection Commission under the Consumer Credit Act 1995.

We're authorised and regulated by the Financial Conduct Authority (FCA) and bound by its rules in respect of insurance distribution activities.

The Financial Services Register sets out our permitted activities. Our Financial Services Register number is 973308, which you can check with the FCA. Call 0800 111 6768 or visit [www.register.fca.org.uk](http://www.register.fca.org.uk).

We're a Lloyd's broker (broker number 2000, pseudonym HIL); a Lloyd's coverholder; and a member of Brokers Ireland, BIBA and LIIBA.

## Code of conduct

We're subject to and comply with the following guidelines that are designed to protect consumers: Consumer Protection Code, Minimum Competency Code, Fitness and Probity Standards and Individual Accountability Framework. You can find these codes and any applicable regulations on the Central Bank's website at [www.centralbank.ie](http://www.centralbank.ie).

## Our service to you

We provide advice and assistance in the arrangement and placing of general insurance. In addition, we provide insurance-related risk management advice and assistance in claims negotiation and settlement. As a credit intermediary, we can also arrange personal loans, such as premium finance.

We'll normally provide a personal recommendation to you on the basis of a fair and personal analysis of the market, as distinct from using only a single or limited number of insurance undertakings. This means we'll research the market place, products and providers, and recommend the best product to suit your needs. This research is based on a sufficiently large number of products and providers available, in accordance with professional criteria. We'll identify, select and recommend a suitable product provider and, on receipt of your instructions, we'll transmit orders on your behalf to one or more product providers (please ask for a list). We're not tied to any institution that would compromise our ability to carry out this analysis.

The number of providers that constitutes 'sufficiently large' will vary depending on the number of providers operating in the market for a particular product or service, and their relative importance in and share of that market. The extent of fair analysis must be such that could reasonably be expected of a professional conducting business, taking into account the accessibility of information and product placement to intermediaries and the cost of the search.

To ensure a fair and personal analysis of the market, we'll consider the following criteria:

- Customer needs
- Size of customer order
- Number of providers in the market that deal with intermediaries
- Market share of each of these providers
- Number of relevant products available from each provider
- Availability of information about the products
- Quality of products and services from the provider
- Cost
- Any other relevant consideration

Where our service differs to this, we'll let you know. It may be that we consider only one or a restricted number of insurers, in which case we'll give you the names of those insurers with which we do business. Or it may be that we don't give you a personal recommendation about the insurance product offered, in which case you're responsible for ensuring that it's suitable for you.

#### Limited analysis

In certain circumstances, we may offer products with regulated insurers based on a limited analysis of the market. This limited analysis may occur where we operate a scheme product or facility and the risk is eligible/suitable for the same, or urgent cover may be required that doesn't facilitate a full market review.

Insurance product	Provider
Beauty therapists	Newline Syndicate 5320
Motorcycles	AXA Insurance
Travel	Lloyd's Insurance Company SA
Boats	MS Amlin Insurance SE
Musical instruments	Hiscox Syndicates Limited 33
Cameras	Ecclesiastical Insurance Office PLC
Relocation	Chubb Insurance
Commercial combined facility	Allianz, Aviva, Axa, Chubb, Zurich
Engineering facility	Aviva

All scheme and facility products are reviewed regularly to ensure they remain fit for purpose. Where we've applied limited analysis, we'll let you know.

We aim to treat you fairly and to meet the following outcomes in all our dealings with you:

- You can be confident that the fair treatment of customers is central to our business culture
- The products and services that we recommend are designed to meet your needs as far as reasonably possible
- We'll provide you with clear information and keep you appropriately informed before, during and after the point of sale
- You won't face unreasonable post-sale barriers to submit a claim or make a complaint
- We'll give you appropriate information about the products and services we recommend, including details of any costs or charges in addition to your premiums

We'll give you details of the cover affected on your behalf, including the insurer(s) who are underwriting the risk, and will clarify the scope and rationale of the advice given. We'll also provide evidence of cover and all relevant documentation promptly after inception of a policy.

On occasion, we may arrange insurance on your behalf with insurers that have granted us a delegated underwriting authority, in which case we'll let you know. This authority may extend to the management of your claims.

The Howden group of companies contains entities that operate as managing agents. This means they act as agents of insurers for the purposes of underwriting and binding insurance risks. In some cases, and where appropriate, we may present to you policy terms and conditions from Howden entities. We may also access insurance companies via another Howden intermediary, in which case we'll tell you when we give you a quotation.

Although our letter/report/quote will set out key aspects of the cover, this is not intended to be a substitute for the insurer's policy wording, which will take precedence in setting out terms of cover. We'll use our reasonable endeavours to place cover on your behalf, but we don't guarantee to be able to do so.

While we take care to ensure that the information contained on our website is accurate and up to date, we give you no promises, representations or warranties about its accuracy, completeness, reliability or suitability.

Where we give you the option to pay your insurance premium by instalments, we don't offer advice on this. We may ask questions to help narrow down your choices, but the final decision is yours. In this scenario, we only act as a credit intermediary, not as a lender.

We'll act as an insurance intermediary to arrange and administer contracts of insurance on your instructions. We provide advice and assistance in the arrangement and placing of general insurance, life insurance, health insurance, pensions and investments. In addition, we provide insurance-related risk management advice and assistance in claims negotiation and settlement. As a credit intermediary, we can also arrange personal loans, such as premium finance.

## Quotation period

All quotations are valid for 30 days, unless otherwise specified in writing. Insurance quotations are provided indicative only, and subject to underwriting approval. Your final premium will be confirmed on receipt and review of completed proposal forms and relevant documentation.

## Cooling-off period / right of withdrawal

### **Distance marketing**

According to the Distance Marketing Directive, a consumer is defined as a 'natural person' (as opposed to a legal person or corporation) acting for purposes outside his/her trade, business or profession. Where you qualify as a consumer under this directive, you have the right to withdraw from an insurance policy that was provided at a distance (i.e. by phone or online, without any face-to-face contact with Howden) without penalty and without giving any reason. This falls under S.I. No. 853/2004 European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004. If you wish to withdraw, you must do so within 14 days of the start date of the policy or the date you received the policy schedule, whichever is the later. This is known as the cooling-off period.

This right to withdraw doesn't apply to any insurance policy under which insurance cover is provided for less than one month. The right of withdrawal must be exercised by notice in writing to Howden Insurance (Ireland) Limited, quoting your policy number.

Should you exercise this right, the insurance company may charge a pro rata premium for the period for which you're covered. Any fee or charge you've paid to Howden for work carried out prior to cancellation shall not be refundable. If the cover is motor insurance, the premium can't be refunded and/or issued until the certificate of insurance and windscreen disc have been received by Howden. The rights under this directive don't affect your rights as a consumer under the Consumer Insurance Contracts Act 2019.

## Instructions from third parties

On occasion, policyholders may authorise third parties to give us instructions to amend their policies, such as motor dealers advising us of a change of vehicle. We accept such instructions in good faith as a facility to our clients. However, we don't accept liability for any loss, damage or injury arising out of any error or incorrect instruction we receive. If you don't wish us to accept such instructions from any person other than as authorised under the relevant Data Protection Act, please let us know by email at [info@howdeninsurance.ie](mailto:info@howdeninsurance.ie).

## Conflicts of interest

It's our policy to avoid situations where there's a conflict of interest. However, circumstances may arise where we, our employees or our representatives may find there's a potential or actual conflict of interest relating to a matter in which we're acting. In this case, we'll declare it as soon as is practicable, and follow our 'Conflicts of interest' policy and protocols to manage the situation. (Please ask for a copy of the policy.)

## Insurer or benefit provider security

We place your business with insurers or benefit providers whom we believe to be reliable and of good financial standing. However, we can't be held liable if an insurer or benefit provider that we recommend subsequently fails to meet its obligations. You're still responsible for paying any monies due.

## Your obligations

### **Policies governed by Irish law**

When instructing us to place or renew insurance, your obligations will differ depending on whether you're classed as a consumer or commercial client.

### **Consumer clients – duty to make true representations**

If you're a consumer client, as defined by the Financial Services and Pensions Ombudsman Act, you must answer all questions posed by us, or by the insurer, honestly and with reasonable care so as not to make any misrepresentation. Failure to do so may render your policy void, and the insurer may not be liable to pay all or some of your claim(s). Specific questions will be asked. Where you don't provide newly requested information, it can be presumed that the information you previously provided remains unchanged. Please see appendix A for information on the Consumer Insurance Contract Act 2019, which includes pre-and post-contractual obligations for you and the insurer.

**Commercial clients – duty to disclose material facts**

If you're a commercial client, it's your responsibility to fully disclose, in a clear and accessible manner, all material facts regarding your insurance. A 'material fact' is any information that may influence an insurer's assessment or acceptance of your risk proposal. If you're unsure as to whether a fact is 'material', you should still disclose it. This duty continues throughout the term of your insurance.

A 'material change' is any information that hasn't previously been disclosed as a material fact and that may alter the judgment of insurers. A material change that occurs after the arrangement of any insurance must be disclosed, as this duty continues throughout the term of your insurance.

As your circumstances change, your needs may also change. You must let us know of any changes, and request a review of your insurance, so that we can give you up-to-date advice and recommend the most suitable product for your needs. Failure to contact us in relation to any changes, or failure to request a review, may result in you having insufficient insurance cover.

All answers or statements you give, either verbally or on a proposal form, claim form or other relevant document, will be your responsibility. You should always check the accuracy of the information you provide. Failure to do so may render your policy void, and the insurer may not be liable to pay all or some of your claim(s). Please ask if you're in any doubt as to your obligations.

**Policies governed by England and Wales, Scotland or Northern Ireland law**

When instructing us to place or renew insurance, your obligations will differ depending on whether you're classed as a consumer or commercial client.

**Consumer clients – duty to make true representations**

If you're a consumer client (defined by the FCA as any natural person acting for purposes outside his/her trade, business or profession), you must use reasonable care not to make a misrepresentation to insurers. This includes failure to comply with the insurer's request to confirm or amend information you've previously given. Failure to comply may render your policy void, and the insurer may not be liable to pay all or some of your claim(s).

**Commercial clients – duty to make a fair presentation of risk**

If you're a commercial client, you must make a fair presentation of your risk to insurers. This means disclosing:

- Every material circumstance which anyone who's part of senior management or responsible for arranging your insurance knows or ought to know (including what should be revealed by a reasonable search of information, such as by enquiring with us), or
- Sufficient information to put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances, in a manner:
  - That's reasonably clear and accessible to the insurer, and
  - In which every material representation as to a matter of fact is substantially correct, and every material representation as to a matter of expectation or belief is made in good faith

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

This duty continues throughout the term of your insurance. For more about your obligations, see our Insurance Act guide. Visit [www.howdenbroking.com](http://www.howdenbroking.com) or contact your advisor.

All answers or statements you give, either verbally or on a proposal form, claim form or other relevant document, will be your responsibility. You should always check the accuracy of the information you provide. Failure to comply with your duty of fair presentation of risk may render your policy void, and the insurer may not be liable to pay all or some of your claim(s). Please ask if you're in any doubt as to your obligations.

When a policy is issued, you must check it carefully to confirm that it meets your needs, and ensure that you're able to meet its terms and conditions. Please ask if you're in any doubt over any of the policy terms and conditions.

**Fleet databases**

In accordance with the 4th European Union Motor Insurance Directive, as codified by Directive 2009/103/EC (and any subsequent legislation), the Road Traffic and Roads Bill 2021 (Ireland) has brought new obligations for motor fleet and motor trade policyholders.

Where we've agreed with you in writing, we'll endeavour to help you comply with the legislation surrounding the notification of vehicles – either to the National Fleet Database (NFD) in Ireland or to the Motor Insurance Database (MID) in the UK. We may charge for this service. It should be noted that the responsibility for notification of vehicles remains with you. We can't accept responsibility for any item either incorrectly registered or not registered on the correct database, whether you've notified us or not.

## Renewals

We'll make every reasonable effort to contact you before your policy renewal date to obtain your instructions. If, for any reason, we don't receive your instructions by this date, we may at our discretion renew your policy to protect your position. We'll do this based on the information you've previously provided, so it's important that you tell us immediately of any changes. We also reserve the right not to renew your policy if we don't receive your instructions by the renewal date, and we won't be held liable for any loss you may suffer if you fail to provide the necessary instructions in sufficient time.

### Automatic renewals

Certain policies are arranged on an automatic renewal basis, which means they'll automatically renew on your renewal date. If you've authorised ongoing premium payments by direct debit or credit card, your policy will renew automatically, ensuring continuous cover. The renewal information from your insurer will confirm whether ongoing payments are in place. If you don't contact us in advance of your renewal date, your existing policy will automatically renew based on the current terms and conditions. Please tell us of any changes that may affect your cover before your renewal date or else your cover may become invalid.

You're responsible for ensuring that any direct debit mandates or credit card details held by your insurer are up to date to avoid lapses in cover. Failure to do so may result in your insurer not receiving your premium on time, potentially causing your policy not to renew, and losing your underwriting history. Even with automatic renewal, you'll have a statutory period in which to cancel your policy and receive a refund.

If you'd like to opt out of automatic renewal, please let us know by email or phone at least ten days before your renewal date.

Please see 'Your statutory rights to cancel your insurance policy' in this agreement.

## Claims

You must tell us as soon as possible of any incident or circumstance that may result in a claim under any insurance arranged by us, and of all facts relating to it. Failure to do so may result in the insurer not paying the claim. This is in addition to any obligations imposed by insurers, details of which will be set out in the policy wording.

We'll notify insurers in accordance with the information you provide. You'll be required to give all the necessary information and assistance for insurers to deal with your claim.

In some circumstances, claims will be dealt with directly by your insurer or by someone appointed by them, in which case we'll let you know.

## Communication

All communication between you and us, including communication of terms and conditions, will be in English unless otherwise agreed in writing.

## Electronic communications

Both parties may communicate with each other by email, and should accept the inherent risks. Both parties are responsible for checking that any messages they receive are complete. They must also agree that, in the event of a dispute, neither will argue the legal evidential standing of an electronic document. Any agreement reached using email will be binding on both parties.

## Telephone communications

Both parties may communicate by telephone, but neither party should leave instructions requiring action on any messaging service. We can't guarantee that such messages will be received or actioned.

### Call monitoring and recording

Please note that telephone calls may be recorded and monitored for training, quality assurance, complaint-handling, fraud detection and other internal investigation purposes. This applies to both incoming and outgoing calls.

## Anti-bribery and corruption

You agree to comply at all times with all laws and regulations that apply to you in relation to anti-bribery and corruption. We won't accept any form of payment, gift or service that might be considered intent on the improper performance of our obligations to you. If we reasonably believe that you've attempted to offer a bribe, or engaged in activities contrary to applicable anti-bribery and corruption law and regulation, we have the right to end our agreement with you immediately.

## Financial crime

Neither party to this agreement shall be involved in the offering, promising or giving of any financial or other advantage to any person in breach of any applicable anti-bribery laws.

We won't provide services under this agreement with any client who's the subject of any trade or economic sanctions

If sanctions apply, your insurer or employee benefits provider may terminate your insurance or employee benefits contract, and, in respect of an insurance policy, may not pay any notified claims. If you become subject to sanctions after entering this agreement, we may have to terminate our relationship, and your insurer may invoke its cancellation rights under your insurance contract. The parties to this agreement shall notify each other immediately of any suspected exposure to sanctions.

We're obliged to comply with Irish anti-money laundering laws and to conduct reasonable due diligence to protect us and our clients against the risk of financial crime.

At the start of and throughout our relationship, we may need you to provide evidence to help us verify your identity and/or legitimacy of any transactions we conduct on your behalf. We may also take reasonable steps to verify any payment details you give us.

We're obliged to report evidence or suspicion of financial crime to the relevant authorities at the earliest opportunity, and we may not be allowed to disclose this to you.

## Anti-money laundering

We reserve the right to request information that we reasonably believe we need in order to comply with the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 as amended. From time to time, we may ask customers to confirm (or reconfirm) their identity in order to comply with anti-money laundering requirements.

## Data protection

### Summary

To the extent that we process personal data or special category data (for example, health-related information) in connection with this agreement, we'll generally do so as a 'controller' and comply with applicable data protection laws.

Acting as a controller means that we decide on certain aspects regarding how and why personal data is processed. If you're an organisation, we may act as your 'processor' in delivering certain services. In this case, we'll enter into a separate agreement with you to enable both parties to comply with data protection laws.

For more information about how and why we collect personal data, including the third parties with which we may share personal data, and your rights in this regard, please see our privacy notice. You can find this on our website or ask us for a copy.

If you share with us the personal data of other people, for example your family, dependents, employees, clients or anyone else, please ensure that you make them aware of our privacy notice and that you're lawfully able to share their information.

You can write to our GDPR owner at 48 Ringsend Road, Dublin 4, D04 EK2K. Or email [compliance@howdeninsurance.ie](mailto:compliance@howdeninsurance.ie).

## Data sharing

In order to deliver our services to you, we may need to disclose personal data to a range of third parties as described in our privacy notice. These third parties may include other companies in Howden that support us in providing our services (such as IT, finance, operations, compliance and legal). Some of these companies may also provide insight to insurers for which they may be remunerated, but only where personal data has been aggregated or anonymised in the first instance. Where we disclose personal data to third parties, we'll only share the minimum amount required for the purpose at hand and in accordance with applicable data protection laws.

## International transfers

In order to deliver our services to you, we may need to transfer personal data overseas. This may be the case if your insurer or one of our service providers is located in another country. In such cases, we'll ensure that personal data is protected as required by applicable data protection laws. For more information, see our privacy notice.

### Definitions

'Data protection laws' means, as applicable, the Data Protection Act 2018; Regulation (EU) 2016/679 (GDPR); or any subsequent, replacement or supplementary legislation to the above.

References to 'controller', 'processor', 'personal data', 'processing' and 'special category data' shall have the meanings given to them under data protection laws.

### Commercial clients

If you're a commercial client, both parties acknowledge their intention to process any personal data as independent controllers.

Where you share personal data with us, you'll ensure that all fair processing notices have been given (and/or, as applicable, valid consents obtained that have not been withdrawn), and are sufficient in scope in order to meet the transparency requirements set out in the data protection laws. You'll make reference to us, including a link to our

privacy notice, in the information that you provide to data subjects about the processing of personal data under this agreement.

You'll also ensure that all personal data:

- Is adequate, relevant and limited to what's necessary in relation to the services we provide
- Is accurate and up to date
- Has been collected by you lawfully and any necessary consents have been obtained from the data subject

Each party will promptly notify the other on receipt of any request, inquiry or complaint from a data subject or supervisory authority (as defined in the data protection laws) received by that party which are relevant to any personal data processed under this agreement.

Each party will comply with its obligations to report a personal data breach relating to any personal data processed under this agreement to the relevant data subject and supervisory authority under articles 33 and 34 of the GDPR. Each party will also inform the other of any personal data breach that's notifiable to the supervisory authority under data protection laws.

Each party agrees to provide reasonable help to the other as is needed to deal with any request, inquiry, complaint or personal data breach in an expeditious and compliant manner.

## Confidentiality

In this clause, reference to the 'confidential information' of a party means any information that relates to the business, affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, personnel and suppliers of the disclosing party. It also includes any information derived from such information by the receiving party, as well as any other information that's clearly designated confidential (whether or not it's marked 'confidential') or that may reasonably be considered confidential. This excludes information that was (a) in the possession of the receiving party making the disclosure, without obligation of confidentiality, before its disclosure; (b) obtained from a third party without obligation of confidentiality; (c) already in the public domain at the time of disclosure otherwise than through a breach of engagement terms; or (d) independently

developed without access to the other party's confidential information (and includes the confidential information of their respective affiliates).

Each party agrees not to disclose to any person any confidential information of the other party, except as permitted by this clause, or use any such confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

Each party may disclose confidential information of the other party only in these situations:

- When disclosing to its affiliates and/or its affiliates' directors, officers, employees, consultants, agents and/or contractors (personnel) or advisers who need to know such information for the purposes of exercising the party's rights or obligations under or in connection with this agreement (and each party shall ensure that its affiliates and its affiliates' personnel or advisers comply with this clause)
- As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority, provided that, to the extent it's legally permitted to do so, it gives the other party as much notice of disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause, it takes into account the reasonable requests of the other party in relation to the disclosure's content
- With the written consent of the other party

We may disclose your confidential information to the extent necessary to provide our services to you under this agreement, including the sharing of information to any relevant third-party insurers, reinsurers, co-brokers or insurance intermediaries to implement or administer a placement. We may also make your confidential information available to our affiliates or other Howden companies who support us in providing our services to you. They may use this information for statistical analysis, business reporting or external business development purposes for which they may receive remuneration, such as providing market insight to reinsurers on a confidential basis.

On the expiry or earlier termination of this agreement, within two (2) weeks of a written request by the disclosing party, the receiving party shall destroy, delete or return (at the disclosing party's discretion) all confidential information in their control.

The parties agree that confidential information can be retained, where necessary, in electronic backups and/or for legal, regulatory or audit purposes. This agreement shall continue to apply to any such retained confidential information.

## Complaints

We aim to give you the best possible service at all times. If you're ever unhappy with our service, please let us know so we can work to resolve things.

### How to make a complaint

If you wish to make a complaint, you can do so in the following ways:

- In writing:  
Compliance Manager  
Howden Insurance (Ireland) Limited,  
48 Ringsend Road, Dublin 4, D04 EK2K
- By email:  
compliance@howdeninsurance.ie

### What happens next

Once we've received your complaint, we'll:

- Acknowledge your complaint in writing within five (5) business days, and give details of the person who'll handle it
- Investigate your complaint and update you on our progress
- Issue a final response within the required regulatory timeframes, or inform you if more time is needed and when you can expect our response

### If you're not satisfied

If you're not satisfied with our final response (or Lloyd's final response), or if you haven't received a final response within the given timeframe, you may be eligible to take your complaint to the appropriate independent dispute resolution body. We can direct you to the correct escalation route based on your policy and where you live.

For customers in Ireland:

Financial Services and Pensions Ombudsman (FSPO)  
Lincoln House, Lincoln Place,  
Dublin 2, D02 VH29  
www.fspo.ie

For customers insured in the Lloyd's market:

Lloyd's Complaints, Fidentia House, Walter Burke Way,  
Chatham Maritime, Chatham, Kent ME4 4RN  
complaints@lloyds.com

For customers who bought a policy online:

If you bought your policy online, you may also submit a complaint through the European Union's online dispute resolution platform.

[www.ec.europa.eu/odr](http://www.ec.europa.eu/odr).

#### **Your right to complain**

Your right to complain to us, or to take your complaint to the relevant ombudsman, is without prejudice to your right to take legal action.

## **Payment of premium and other monies**

Unless payment is made direct to the insurer, or to a premium finance company, you must pay us all amounts due in accordance with the terms and payment date specified on our invoice or other documentation. We're under no obligation to fund premium to insurers on your behalf. Your failure to pay monies due on time may lead to a policy being cancelled or not started.

Where you've arranged premium finance, the terms of your agreement may assign your interest in the insurance policy to that finance provider, and any policy changes, including termination, may result in payment rebates to the finance provider.

#### **Default payments and cancellation procedure – cancellation by Howden**

Howden Insurance (Ireland) Limited reserves the right, notwithstanding our delivery or your receipt of the policy document, to (a) cancel the insurance policy, (b) obtain a credit from the underwriters and (c) apply the same reduction of the amount you owe in any of the following events:

- Non-payment of a policy premium, in whole or in part, due at inception, renewal or mid-term adjustment
- Default of a payment of a direct debit premium
- Default of a payment in respect of a premium finance agreement
- Your bank returns a cheque due to insufficient funds or for any other reason
- Non-disclosure of relevant information
- Insurer-enforced cancellation
- Failure to comply with policy conditions imposed by insurers

Provided that all reasonable charges pertaining to costs incurred by us have been paid, and no incident giving rise to a claim has occurred in the current period of insurance, you'll be entitled to a proportionate return of the premium for the unexpired period of insurance, unless the policy is on a minimum-and-deposit basis. If this is the case, no return will be allowed, as noted on your policy schedule.

#### **Cancellation by your insurer**

Your insurer may cancel your policy in certain circumstances, as clearly outlined in your policy document. Please note that, in the event of default payments, insurers and product providers reserve the right to instigate cancellation proceedings and/or withdraw benefits or cover.

#### **Cancellation by you**

You can cancel your policy at any time, in accordance with the terms and conditions set out in your policy document, and provided there's no incident that could give rise to a claim. Cancellations must be given in writing to our office. Should you cancel your policy outside the applicable cooling-off period (see 'Cooling-off period'), short-term rates or minimum-and-deposit premiums may apply. A notice of cancellation given in respect of a distance contract that relates to motor vehicle insurance is not properly given unless the relevant certificate of insurance and insurance disc have been surrendered to Howden Insurance (Ireland) Limited.

As per the Consumer Insurance Contract Act, you may cancel a contract of insurance by giving notice in writing to the insurer within 14 days of the date you were informed that the contract is on cover. You'll bear the cost of the premium for the period of cover.

This doesn't affect the notice periods provided under the Distance Marketing Regulations (see 'Cooling-off period' and 'Right of withdrawal').

We reserve the right to charge fees, in addition to any insurance premiums, for the arranging, amending, renewing or cancelling of any insurance policy, as well as the handling of claims (see 'Remuneration'). However, you won't be liable to pay a fee unless we've given you prior notice.

## Client money

In the course of carrying out insurance distribution, we handle client money in accordance with the Central Bank of Ireland's Premium Handling Rules, which are designed to protect you. (Please ask for a copy.)

We'll accept payments in cash or by cheque, credit/debit card or electronic bank transfer in respect of all classes of insurance in the circumstances permitted under our regulatory authorisations. We're not authorised to accept cash or negotiable instruments in any other circumstances

### Risk transfer

When handling client money, we're required by law to act as an agent for the insurer. This is called risk transfer. Where risk transfer applies, you'll be protected to the extent that any premiums we receive from you are treated as having been received by the insurer. Where the agreement extends to premium refunds or claims, these will be treated as received by you only when they're actually paid to you

### Segregation of bank accounts

Client money is kept separate from our own money. Client money will be deposited into a designated 'client premium account', and any interest earned on client money will be retained by us.

### Commission

Where risk transfer applies, commission will become due and payable to us for our own account immediately on receipt of the premium, provided this aligns with the insurer's terms of business.

### Payment to third parties

We may transfer client money to another person, such as another intermediary, in any jurisdiction, for the purpose of effecting a transaction through that person.

### Premium rebate

We'll refund any rebate due to you within five business days of receiving it or having been notified by the insurer that it's due to you. We'll pay such a rebate in full. Any charges won't be deducted without your prior written agreement. Where the rebate is €10 or less, we'll offer you the choice of (a) receiving the full premium rebate, (b) receiving a reduction

from a renewal premium or other premium currently due to us or (c) making a donation of the rebate amount to a registered charity.

## Remuneration

We're remunerated for our services in the following ways:

### Commission

When we arrange an insurance policy on your behalf, we may receive commission from the insurer as a percentage of the total annual premium. Any commission is considered to be fully earned when your insurance starts. You can find a summary of our commission arrangements in our offices and on our websites at [www.howdenbroking.com](http://www.howdenbroking.com) (commercial) and [www.howden.ie](http://www.howden.ie) (personal).

### Fees

We may negotiate a fee with you for our services, but you won't be liable to pay this unless we've given you prior notice. Where we're not able to tell you the actual fee amount in advance, we'll give you the calculation on which it's based. Occasionally, we may charge a fee in addition to any commission we're paid by an insurer, but we'll always let you know.

We'll also tell you in advance if any third-party providers we use to arrange your insurance charge a fee. Any fee is considered to be fully earned when your insurance starts.

### Administration fees

We'll inform you separately of any administration fees that may apply to your policy. Subject to your policy terms and conditions, no refund will be issued in the event of a policy cancellation if a valid claim has been made (or is intended to be made) or a circumstance has been notified under that policy. We reserve the right to deduct any unpaid premium from any claim settlement.

Below is a scale of our standard fees for arranging, amending or renewing your policy. Unless otherwise agreed, calculations are based on premiums inclusive of levies and taxes.

	Maximum fee	Subject to a minimum charge of up to
Personal insurance	€250	€50
Commercial insurance	25% of premium	€300
Foreign director bond	20% of premium	€250
Title indemnity bond policy	20% of premium	€525

We may apply administration fees for the advice we provide, and these will be agreed with you in advance.

We reserve the right to increase our fees should the complexity of a product warrant it, and we'll let you know of this in advance.

We may also apply an hourly rate, in addition to intermediary fees, for particularly complex accounts and/or where court attendance is required. Our standard hourly rates are noted below.

#### Director

€350 per hour

#### Consultant

€250 per hour

#### Administrator

€150 per hour

We may also apply fees to cover:

- Duplicate documentation – a minimum of €20
- Returned cheques or direct debit defaults – a minimum of €10
- Any other bank charges we incur

We'll declare all fees and charges on our invoice, credit note or other correspondence to you. All fees and charges are non-refundable in the event of policy alteration and/or cancellation.

**Other income**

In addition to commission, fees and administration fees, we may receive other income from insurers or third parties, including but not limited to additional payments from insurers based on pre-agreed criteria.

As a credit intermediary registered with the Competition and Consumer Protection Commission, we may be able to arrange premium finance on your behalf, for which we'll be remunerated up to a maximum of 10% of the credit amount. As with any credit agreement, terms and conditions will apply and we'll be happy to answer any questions you may have.

Using premium finance rather than paying your premium in one amount makes the overall cost of insurance more expensive. A full breakdown of the cost of your insurance, and the cost of credit on premium finance, will be provided as part of your new business or renewal quotation, and you should read this before deciding whether to proceed.

Please be assured that the way in which we're remunerated will never conflict with our responsibilities to meet your needs and treat you fairly.

**Services on behalf of insurers**

With certain insurers, we have agreements in place to undertake certain activities on their behalf. These may include producing policy documentation, compiling risk data, carrying out risk identification surveys and managing claims. In return for these services, certain insurers will make a payment to us. These payments are separate and in addition to any commissions or fees that you pay to us.

**Our commitment to transparency** You're entitled at any time to request information regarding any commission or other income that we may receive as a result of placing your insurance business or arranging your premium finance. Where you make such a request, we'll provide full details in writing within seven (7) working days.

**Limitation of liability**

The following provisions set out our entire financial liability to you. This includes any liability, loss or claim that may arise under or in connection with this agreement and any schedules or appendices. This covers any acts or omissions of our employees, agents and subcontractors, whether in contract (including indemnity), tort (including negligence), breach of statutory duty or otherwise.

All warranties, conditions and other terms implied by law are, to the fullest extent permitted by law, excluded from this agreement.

Nothing in this agreement excludes or limits our liability for death or personal injury caused by our negligence; for fraud or fraudulent misrepresentation; or for any other liabilities that can't lawfully be excluded or limited.

Nothing in this agreement excludes or limits our duty or liability to you under the applicable regulatory regime.

Our total aggregate liability in respect of all claims arising out of or in connection with this agreement shall be limited to the sum of €10 million, unless otherwise agreed in writing.

We won't be liable to you (whether in contract (including indemnity), tort (including negligence), under statute or otherwise) for any of the following: loss or corruption of data, loss of profit, loss of anticipated savings, loss of business, loss of opportunity, depletion of goodwill, any punitive or exemplary damages or any special, indirect or consequential loss or damage.

**Applicable law**

This agreement, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with the laws of Ireland. Both parties irrevocably agree that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.

**Severability**

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it will be deemed deleted, but this won't affect the validity and enforceability of the rest of the agreement.

If any provision or part-provision of the engagement terms is deemed deleted, the parties will negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

## Entire agreement

This document sets out the entire agreement between us in relation to the subject matter within its scope. It supersedes and replaces any previous agreements, assurances, warranties, representations and understandings between us, whether written or verbal, in such respect.

## Amendment to terms

We may amend the terms of this agreement at any time by giving you five days' notice in writing. If you don't agree to the amended terms, you may cancel this agreement from the date when the new terms would otherwise take effect.

## Notices

Any notice or other communication given under or in connection with this agreement shall be in writing, and delivered or sent either:

- By hand or by prepaid post or other next-working-day delivery service to the other party's registered office (if a corporate entity) or its principal place of business or last known address (in any other case), or
- By email
  - If by you to us, to the account executive you normally deal with, or
  - If by us to you, to you or your nominated person

Any notice shall be deemed to have been received when:

- Delivered by hand, on signature of a delivery receipt, or
- Sent by prepaid post or other next-working-day delivery service, at 09:00 on the second business day after posting, or
- Sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume ('business hours' are 09.00 to 17:00 Monday to Friday on a day that's not a public holiday, in the place of receipt)

## Duration

This agreement will start from the date that we advise you, or from the date that you appoint us to act as your intermediary or you instruct us to arrange insurance on your behalf. This date may be at renewal of your insurance or otherwise, whichever is the earlier. This agreement shall then continue until cancelled in accordance with the termination clause below.

## Termination

Either party may terminate this agreement at any time by providing 30 days' written notice.

In the event that our services are terminated by you, we'll be entitled to receive any fees, commission or remuneration due, earned or payable (whether or not these have been received by us) as at the date of termination, including by set-off or otherwise.

Remuneration earned or payable to us as at the date of termination shall include commission due, or to become due, on further instalments of premium and any further instalments of fees which were to become payable.

This agreement shall automatically terminate on the date that any policies we arrange for you are inactive – whether cancelled or not renewed.

Without affecting any other right or remedy available, either party may terminate this agreement with immediate effect by giving written notice to the other party, if the other party:

- Is in material, or repeated, breach of this agreement, and if such breach is capable of remedy does not remedy such breach within 30 days of being notified in writing to do so
- Fails to pay an amount due under this agreement on the payment due date and remains in default not less than 60 days after being notified in writing to make such payment
- Takes against it (other than in relation to a solvent restructuring) any step or action towards any of the following:
  - Entering examinership, provisional liquidation or any composition or arrangement with its creditors
  - Being wound up (whether voluntarily or by court order)
  - Being struck off the register of companies
  - Having a receiver appointed to any of its assets
  - Entering a procedure in any jurisdiction with a similar effect to a procedure listed in this clause
- Suspends or ceases, or threatens to suspend or cease, carrying on business

In the event that this agreement is terminated, we'll cease to be your agent. It means we'll no longer provide you with any services. This includes claims handling where we've handled claims for you before termination, except where we're required to continue handling your claim under the terms of our delegated authority granted by certain insurers.

Any commission or fee is considered to be fully earned when your insurance starts and any unpaid commission or fee will be due and payable to us on termination. Any unpaid fees may also be due and payable before your insurance starts, subject to the terms of the relevant fee agreement.

Where a policy is cancelled (if permitted in accordance with its terms), we'll deduct a proportion of the commission element from any return premium provided by the insurer as reasonably necessary to cover our costs.

If, after termination of this agreement, you still require our services, these will be subject to a new written agreement. We reserve the right to make an additional charge for such services, and there's no obligation on us to perform them.

Nothing in this section will affect your ability to terminate your insurance in accordance with the terms of your policy, nor your right to cancel without giving any reason and without penalty within 14 days of the end of the contract (or, if later, receipt of the terms and conditions).

## Appendix A

### Consumer Insurance Contracts Act 2019

This section applies only to policies governed by Irish law, where the policyholder is a consumer as defined below. It doesn't apply to any other policyholder.

#### 1 Definitions

The following definitions are set out in the Consumer Insurance Contracts Act 2019.

'Consumer', in relation to a financial service, means:

- a) i A natural person, not acting in the course of business, or
- ii A sole trader, partnership, trust club or charity (not being a body corporate), with an annual turnover in its previous financial year of €3 million or less, or
- iii An incorporated body that:
  - I. Had an annual turnover in its previous financial year of €3 million or less, and
  - II. Is not a body corporate that's a member of a group of companies with a combined annual turnover of greater than €3 million,

that:

- a) Is a customer of a financial service provider, or
- b) Is a person or body to whom a financial service provider has offered to provide a financial service, or
- c). Has sought the provision of a financial service

(Annual turnovers above refer to the meaning in section 8 of the Act of 2014.)

'Consumer', in relation to a credit agreement, means:

- a) A customer of the financial service provider in a case where a credit servicing firm undertakes credit servicing in respect of the credit agreement concerned, or
- b) An actual or potential beneficiary of a financial service, or
- c) An employee or former employee entitled to benefit from an income continuance plan

'Consumer', in relation to a pension product, means:

- a) An actual or potential beneficiary of an occupational pensions scheme, or
- b) A trust RAC or PRSA who believes they have suffered financial loss because of maladministration of the scheme, trust or PRSA, as the case may be

#### 2 New business and renewal

You may cancel a contract of insurance by giving written notice to the insurer within 14 working days of the date you were informed that the contract is on cover. This doesn't affect the notice periods already provided under European Union (Insurance and Reinsurance) Regulations 2015 (SI no. 485 of 2015) or the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 (SI no. 853 of 2004). These notice periods are 14 days for general policies that were bought on a non-face-to-face basis (distance sales) and 30 days for life policies (distance sales or not).

When you give notice of cancellation, you effectively release yourself from any further obligation arising from the contract of insurance. The insurer can't impose any costs on you other than the cost of the premium for the period of cover.

Your right to cancel doesn't apply to life assurance policies lasting six months or less, nor to general insurance policies lasting one month or less.

Insurers may request an update on information you previously provided. You must respond honestly and with reasonable care to any such requests. If you don't respond, it shall be presumed that the information previously provided hasn't changed. Renewal of the contract by insurers shall not be taken to remedy any previous breach of your duty of disclosure arising under this Act.

### 3 Payment of premium

You're under a duty to pay your premium within a reasonable time, or otherwise in accordance with the terms of the contract of insurance.

### 4 Alteration of risk

Any clause in a contract of insurance that refers to a 'material change' will be interpreted as a change that takes the risk outside what was in the reasonable contemplation of the contracting parties when the contract was concluded.

### 5 Claims handling

You must notify the insurer of a claim within a reasonable time, or otherwise in accordance with the terms of the contract of insurance. If, after a claim is made, you become aware of information that would either support or prejudice the claim, you're under a duty to disclose it. (The insurer is under the same duty.) If the insurer is not obliged to pay the full claim settlement amount until any repair, replacement or reinstatement work has been completed, and specified documents for the work have been supplied to the insurer, the claim settlement deferment amount can't exceed:

- 5% of the claim settlement amount where the amount is less than €40,000, or
- 10% of the claim settlement amount where the amount is more than €40,000

An insurer may refuse any claim you make where there's a change in the risk insured, including as described in an 'alteration of risk' clause, and the circumstances have so changed that they've effectively changed the risk to one that the insurer has not agreed to cover.

You must cooperate with the insurer in an investigation of insured events, including responding to reasonable requests for information in an honest and reasonably careful manner, and must notify the insurer of the occurrence of an insured event in a reasonable time. If you make a false or misleading claim in any material respect (and know it to be false or misleading or consciously disregard whether it is), the insurer is entitled to refuse to pay and to terminate the contract.

Where an insurer becomes aware that you've made a fraudulent claim, they may let you know that they're voiding the contract of insurance, and it will effectively terminate from the date of submission of the fraudulent claim. The insurer may refuse all liability in respect of any claim made after the date of the fraudulent act, and is under no obligation to return any of the premiums paid under the contract. If you're in breach of your duties under the Act, a court of competent jurisdiction can reduce the payout to you in proportion to the breach.



# HOWDEN

Howden Insurance (Ireland) Limited (trading as Howden, Build-Zone, CRS Yachts, Haven Knox-Johnston, Lark Music, Performance Film and Media Insurance, Principal Insurance, Protean Risk, RL Underwriting, Robertson Low, Sanctum Health, Sanctum Superyacht Insurance, Self-Build Zone, and Wright Insurance Brokers) is regulated by the Central Bank of Ireland. Howden Insurance (Ireland) Limited is authorised and regulated by the Financial Conduct Authority, no. 973308. Registered in Ireland under company registration number 338916. Registered office: 48 Ringsend Road, Dublin 4, D04 EK2K, Ireland.

TOBA -RET-003-0326