

Terms of Business for consumer clients

1. Definitions

"We/us or HEBW" means Howden Employee Benefits & Wellbeing Limited which is part of the Hyperion Insurance Group. Registered in England and Wales under company number 2248238, its registered office is at One Creechurch Place, London EC3A 5AF.

2. Accepting our Terms of Business

We offer advice in the area of health, protection and insurance arranging health insurance cover with insurers ("Services"). By asking us to provide any of the Services, you are providing your informed agreement to be bound by these Terms of Business. For your own benefit and protection, you should read these terms carefully. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us at the address listed above.

3. The Financial Conduct Authority

Howden Employee Benefits & Wellbeing Limited is authorised and regulated by the Financial Conduct Authority (FCA). Our FCA firm reference number is 312841. Our business for which we are FCA authorised is advising, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts. You may check this on the FCA's register by visiting the FCA website, <https://register.fca.org.uk/> or by contacting the FCA on 0800 1116768.

4. Our Service

Our role is to advise you in the area of protection, healthcare and insurance to make suitable recommendations after we have assessed your needs. In situations where we are able to arrange insurance for you but do not offer advice, we shall confirm the position to you in writing. In providing our services we will usually act as your agent, but, we may sometimes act as an agent of the insurer. We will confirm the capacity in which we will act before undertaking any relevant transactions on your behalf. Please note that we will not under any circumstance guarantee the solvency of an insurer.

5. Our product range and the range of benefit providers used

We offer protection, health and services, including medical insurance, from a range of providers. However, for certain products, we utilise a limited number of insurers. We will give you further information about this before we finalise your arrangements; where we select products from a limited number of insurers you may ask us for a list of the insurers we deal with for these products.

6. Complaints & Compensation

6.1. We aim to provide you with a high level of customer service at all times but, if you are not satisfied, please contact us in writing by writing to: The Compliance Officer, HEBW, One Creechurch Place, London EC3A 5AF, or by telephone; 01274 588862. When dealing with your complaint, we will follow our complaint handling procedures. A summary of these procedures is available on request to us. If you are still not satisfied, you may be eligible to refer the matter to the Financial Ombudsman Service who can be contacted on 020 7964 1000 or by post at Exchange Tower, Harbour Exchange Square, London, E14 9SR or on line at; www.financial-ombudsman.org.uk/contact/index.html.

6.2. Your insurer will also operate a complaints procedure, details of which will be in your policy. We are covered by the Financial Services Compensation Scheme (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. If you are eligible to claim from the FSCS, compensation is

available for 90% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS on 020 7892 7300 or www.fscs.org.uk.

7. Payment for our services

- 7.1. We normally receive commission from insurers. Details of the level of commission we receive from the insurer for handling your insurances are provided during the sale/renewal of your policy. You will receive a quotation which will tell you the total price to be paid, and which identifies any fees, taxes and charges separately from the premium, before your insurance arrangements are concluded. We also draw your attention to the sections headed 'Cancellation of insurances' and 'Ending your relationship with us'.
- 7.2. We may charge a fee for our services in lieu of a commission normally payable by the service providers. Where we are to charge a fee, this will be agreed with you prior to the commencement of the transaction and before you become liable to pay the fee.
- 7.3. Unless otherwise stated, all amounts stated to be payable under this Agreement are stated as exclusive of any Value Added Tax ("VAT") at the rate applicable from time to time chargeable on them.

8. Liability

- 8.1. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights; and for defective products under the Consumer Protection Act 1987.
- 8.2. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 8.3. We are not liable for business losses. We only supply services to you in your capacity as a private individual. If you use our services for any commercial or business purpose, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 8.4. We are not liable for any losses that you can recover under a contract of insurance.

9. Cancellation of Insurances

You should make any request for the cancellation of a policy in writing to us and any relevant certificate of insurance or other contractual document must be returned to us or to the provider concerned. The terms of your policy may allow insurers to retain the premium in full or to charge short-period premiums in the event of cancellation before the policy expires. We will be entitled to retain commission received for arranging the policy with the insurer.

10. Claims

You should take note of the required procedures in the event of a claim, which will be explained in the policy documentation. Generally, insurers require immediate notification of a claim or circumstances which might lead to a claim. We will employ due care and skill if we act on your behalf in respect of a claim. You should not incur expenses in relation to a claim until you have agreement from your insurer.

11. Conflict of Interests

Occasions can arise where we, or one of our associated companies, clients or product providers, may have a potential conflict of interest with business being transacted for you. If this happens and we become aware that a potential conflict exists, we will write to you

and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment.

12. Your Duty to Disclose Information

As a consumer you have a duty to take reasonable care to answer all of the insurers' questions fully and accurately and to ensure that any information that you provide is not misleading. If you fail to do this, your insurers may be able to impose different terms on your policy cover, may charge you a higher premium or, in some circumstances, may be able to avoid your policy from its inception date and any claims made would not be paid.

This duty exists whilst arranging your policy, when it is renewed and any time that it is varied, and your policy documentation may provide that your duty continues for the duration of the policy.

Please contact us immediately for assistance if you do not fully understand what you need to advise insurers, if you are unsure whether any information provided may be misleading or if it comes to your attention that full and accurate information may not have been provided.

13. Use of Personal Data and Confidentiality

- 13.1. We will only use your personal information as set out in the privacy policy which is either provided with these Terms of Business or which is available on our website: www.howdengroup.co.uk/employeebenefits
- 13.2. Save as stated otherwise in our privacy policy, we will treat all information we hold about you as private and confidential, even when you are no longer a client. We will not disclose any information we hold about you to others except:
 - 13.2.1. to the extent we are required to do so, or reasonably believe ourselves to be so required, by law or regulatory requirements, or need to do so in order to obtain legal or other professional advice,
 - 13.2.2. where it is necessary to do so in order to provide the Services to you or to exercise a right under these Terms of Business (which you acknowledge may involve us disclosing information which you consider confidential or sensitive to insurers or others); or
 - 13.2.3. at your request or with your consent.
- 13.3. Please note that any calls you make to us or we make to you may be recorded and monitored for training, quality and evidentiary purposes.

14. Ending your relationship with us

- 14.1. Subject to your immediate settlement of any outstanding premiums and fees and giving us three months prior written notice, you may instruct us to stop acting for you and we will not impose a termination fee.
- 14.2. We may end these our relationship with you at any time by writing to you if:
 - 14.2.1. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services.
 - 14.2.3. you have a legal right to change your mind within 14 days of entering these Terms of Business and receive a refund (if you have paid us any fees in that period). If you have already received the benefit of our services you will still be obliged to pay for those services. If you want to exercise this right to cancel you can do this by completing the Model Cancellation Form included in the schedule to these Terms of Business.
- 14.4. Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed according to these Terms of Business. You will be liable to pay for any transactions concluded prior to the end of our relationship and we will be entitled to retain commission received for conducting these transactions, together with any fees charged by us for services provided.

15. Which laws apply to this contract and where you may bring legal proceedings.

These terms are governed by English law and you can bring legal proceedings in respect of our services in the English courts. If you live in Scotland you can bring legal proceedings in respect of our services in either the

Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of our services in either the Northern Irish or the English courts.

16. Events beyond our control

Neither you nor we will be in breach of these Terms of Business nor liable for delay in performing, or failure to perform, any obligations under these Terms of Business if such delay or failure result from events, circumstances or causes beyond our (or your) reasonable control.

17. Notices

All notices (including all other documents) to be served under these Terms of Business shall be in writing in English and shall be delivered or sent:

in the case of us, to:

Howden Employee Benefits & Wellbeing, One Creechurch Place, London EC3A 5AF Attention: The Managing Director

in the case of you, to: the address shown on the letter accompanying these terms of business.

18. Transfer of our rights

We may transfer our rights and obligations under these Terms of Business to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. If you are unhappy with the transfer you may contact us to end your relationship with us within 30 days of us telling you about it.

19. Rights of Third Parties

Nobody else has any rights under this. This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

20. If a court finds part of this contract illegal, the rest will continue in force

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

SCHEDULE

Model Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

To [TRADER'S NAME, ADDRESS, TELEPHONE NUMBER AND, WHERE AVAILABLE, FAX NUMBER AND E-MAIL ADDRESS TO BE INSERTED BY THE TRADER]

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*]/received on [*], Name of consumer(s), Address of consumer(s), Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate