Glover & Howe Ltd Terms of Business Agreement.
The purpose of this document is to set out the basis of the agreement under which we conduct our business and offer services to you. Please read and retain this document for future reference.

1. The Financial Conduct Authority (FCA)

The FCA is the independent watchdog that authorises and regulates the financial services. Use this information to decide if our services are right for you.

2. Whose Products do we offer?

We only offer products from a range of insurers for both commercial and personal lines insurance. We only offer a product provided by Alps Insurance Ltd for Motor & Household Legal Services or DAS Commercial Legal Services

3. Which Service will we provide you with?

Advised sale: For Motor and Household insurance we have assessed your needs and will advise and make a personal recommendation after we have made fair and personal analysis of the market we have access to. Non Advised sale: For all other types of insurance, we deal predominantly with a single or limited number of Insurers which we have selected as offering value for money and quality service. We may ask you some questions to narrow down so we can approach these Insurers but will not make a personal recommendation. We will explain the main features of the products, cover and benefits, any unusual restrictions or exclusions, any significant conditions or obligations and the period of cover; You will then need to make your own choice about how to proceed. Our services also include – arranging your insurance cover with Insurers that meet your requirements, and helping you with any future changes you have to make.

(Please refer to our website to insurers and wholesalers that are on our panel for non-advised)

4. Security

Whilst We make every effort to ensure that cover is placed with financially strong companies, We do not guarantee the solvency of any insurer We place business with. If a participating insurer becomes insolvent, You may still be liable to pay the premium, whether in full or pro-rata and for this reason We will not recommend, or place Your business with, insurers that do not have an adequate financial strength rating (BBB- or better from Standard and Poor's or equivalent) from an independent rating agency such as Standard and Poor's or A M Best.

5. Our Income and Charges

Our income is arrived from the following: commission paid by the insurer to us once funds are clear and prior to the payment of premium/ Profit share where we operate scheme business and have delegated authority we may receive a profit share from the insurance. As a general rule we do not charge you a fee for arranging an insurance policy, in the very rare case we do we will all ways confirm this to you in writing prior to you commencing with the policy. Where this is likely, is where nil or a reduced level of commissions that we would normally earn for a similar type of insurance product. Our fee will never be above the standard accepted norm of commission that the insurer will in pay to us and in a lot of cases less. You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing or renewing your insurance cover. We confirm that our commission is earned at the inception of the policy we are entitled to keep amount in proportionate to the time on cover. For cancelled premiums under £100 there will be no return of commission and a minimum £10 to £35 admin fee. Please note that for certain types of insurance, like liability, there may be no cancellation refund from the insurer. In these cases we will always notify you prior to inception..

General Charges

We reserve the right to make charges in addition that are made by the insurers to cover general administration of your policy and related regulatory compliance.

They are as follows: bounced cheques £10 each; replacement of lost documents £10; the arranging of new policies, mid-term adjustments. Policy (compliance) fees for new and existing will be £10 -£100 dependant of the size of the premium.

6. Third Party Finance

Where we arrange third party finance, we may receive commission for this normally in the region of 1-2% . In the event that finance is cancelled during the life time of the policy, you may be liable for any shortfall you owe for the finance company after deducting the return premium from the insurance company.

7. Client Money – Insurer Account

The FCA rules are designed to protect you in the event that an insurance intermediary fails or is unable to transfer:
any premium money it has received from you to the insurer
any claims or return premium monies that it has received from the insurer to you
We are governed by strict rules pertaining to client money, set down by the FCA. Where we hold monies in a client bank account we may earn interest on monies held, which will be retained by us.

8. General Information about us.

Glover & Howe Ltd, 4 St Peters Court St Peters Street Colchester Essex CO1 1WD. Established back in the 1960s servicing the local community as well as clients all over the UK.

9 .Ownership

Glover & Howe Insurance Services is a privately owned company and no insurer owns any of our share capital. We do not own shares or have voting rights in any insurer.

10. Who regulates us?

Glover & Howe Ltd is authorised and regulated by the FCA. Our registration number is: 562289. Our permitted business is to sell and administer general insurance. You can check this on the FCA register by visiting the FCA website www.fca.gov.uk/register or by contacting the FCA on 0845 606 1234.

11. What to do if you have a complaint

If you wish to register a complaint please contact us:
In writing to Complaints Officer Glover & Howe Insurance Services 4 St Peters Court St Peters Street Colchester Essex CO1 1WD
By telephone 01206 814500 email insurance@gloverhowe.co.uk
If you cannot settle your complaint with us then you may be entitled to refer it to the Financial Ombudsman Services. In response to your complaint we will provide you information to how you contact them.

12. The Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. You are entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and circumstances of the claim. Insurance advising and arranging is covered for the first £2,000 and 90% of the remainder if the claim without any upper limit.
For compulsory classes of insurance, insurance advising and arranging is covered 100% of the claim, without any upper limit.
Further information about the compensation scheme arrangements is available from FSCS.

13. Your Duty to disclose information

It is your responsibility to provide complete information when you take out an insurance policy throughout the life time and the renewal of the policy. It is important that you ensure all statements you make on the proposal, statement of facts or claims forms and other documents are true and accurate. If a document is completed on your behalf it is important that you check the information is true and accurate and always advise us immediately if it is not .Failure to notify us or the insurer of information (including county court judgements (CCJS), criminal convictions (excluding motor convictions), bankruptcy and insolvencies etc, or change of circumstance this could influence Underwriters to offer terms or worst still invalidate the cover resulting in a claim not met. If you are in doubt of something being a material fact or offer up information that may be relevant you should declare it.

14. Non Commercial Client: Your Responsibilities.

The terms of any insurance that we arrange on your behalf will be based upon the information provided by you to us or to your insurers.

If you are a consumer (an individual buying insurance wholly or mainly for purposes unrelated to your trade, business or profession) you must take reasonable care to answer all questions put to you about your proposed insurance fully, honestly and to the best of your knowledge. If you do not understand the meaning of any question, or if you do not know the answer, it is vital that you tell us. Once cover has been arranged, you must immediately notify us or your insurer of any change to the information that has been previously provided. The most serious consequence of failing to provide full and accurate information before you take out insurance, or when your circumstances change, could be the invalidation of your cover. In that instance it would mean that a claim will be rejected.

15. Commercial Clients: Your responsibilities

You are responsible for providing complete and accurate information which insurers require in connection with any proposal for insurance even at renewal or during the life of the policy. You have a duty to give a fair presentation of risk to the insurer. You should disclose every material circumstance relevant to the risk being insured following a reasonable search within your business to identify and verify such information. This should include information which you and, where applicable, your senior management, persons responsible for arranging your insurance or other relevant third parties know or ought to know. It should include all information that would influence the judgement of the insurer or that would put the insurer on notice that it needs to make further enquiries. You must check all details on any proposal form or Statement of Facts and pay particular attention to any declaration you may be asked to sign. It is important that you read all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Particular attention must be paid to any warranties and conditions as failure to comply with them could invalidate your policy or mean that claims may not be paid. Failure to abide provide correct information could invalidate your insurance. If in any doubt of your responsibilities please contact us immediately.

Examples of material circumstances are:

•Special or unusual circumstances relating to the risk;

•Any particular concerns which led you to seek insurance cover for the risk

16. Use of personal data and continuous payment

We will process any personal information we obtain in the course of providing our services to you in accordance with the General Data Protection Act 2018 outlined in our Data Privacy policy which can be found on our website under policies. (Website below). . In administering your insurances and where applicable arranging premium finance or you are paying by card it will be necessary for us to pass such information to insurers and other relevant product or service providers that may also provide us with business and compliance support. We remind you, by supplying your card details it may be used for continuous renewal of which we will notify you of before renewal and gain consent. We will contact you every year to remind you to notify us of any changes to your card details and to confirm you can cancel at any time. (please refer to your renewal letter or our website on how to renew your insurance at (www.gloverhowe.co.uk) They in turn may share the information with other third parties for the purposes of preventing crime, fraud and risk analysis.We may also disclose details to relevant parties as necessary to comply with regulatory or legal requirements. We may contact you or pass your details to other companies associated with us in order to promote products or services which may be of interest to you. We will not otherwise use or disclose the personal information we hold without your consent

Personal data may contain information which is known as special categories of personal data. This may be information relating to an individual's health, racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic and biometric data, or data relating to or sexual orientation. Personal data may also contain data relating to criminal convictions and offences. For the purposes of safeguarding and processing criminal conviction and offence data responsibly, this data is treated in the same manner as special categories of personal data, where we are legally required to comply with specific data processing requirements.

Subject to certain exceptions you will be entitled to have access to your personal and sensitive personal data and Individuals can exercise their Individual Rights at any time. As mandated by law we will not charge a fee to process these requests, however if your request is considered to be repetitive, wholly unfounded and/or excessive, we are entitled to charge a reasonable administration fee. (For full comprehensive information regarding our procedures in line with the 2018 GDPR Act please content us for a full copy of our full data privacy notice or log on to our website and view under policies.

17. Ending your relationship with us

Should you wish to end your relationship with us prior to the end of the policy and wish the policy to continue, subject to your immediate settlement of any outstanding premiums and fees you may instruct us to stop acting for you and we will not impose a penalty.

Your instructions must be given in writing and will take effect from the date of receipt.

In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice where there is a valid reason for doing so. We will advise you of the reason for ending the relationship. Valid reasons may include, but are not limited to:

•Non-payment of premium or fees

•Failure to provide requested documentation or information

•Deliberate failure to comply with terms set out in these Terms of Business or insurer documentation.

•Deliberate misrepresentation

•Non-disclosure

•Attempted fraud

•Use of threatening or abusive behaviour or language

•Intimidation or bullying of our staff or suppliers

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 all fees charged by us for services provided.

18. Claims

As part of our service we can assist with any claim you need to make. When you first become a customer we provide you with information in how to make a claim and the importance of notifying us as soon as possible. If ever in any doubt about the action to take in the event of claim, please contact by phone or write at the address enclosed.

Glover & Howe Ltd. 4 St Peters Court, St Peters Street Colchester, Essex, CO1 1WD. Tel 01206 714500. E-mail Insurance@gloverhowe.co.uk.