

Terms of Business Agreement - Commercial Customers

Houston Broking Group Ltd

Please read this document carefully. It sets out the terms and conditions on which we agree to act for you, contains details of our responsibilities together with your responsibilities both to us, to insurers and to other third-party providers. Please contact us immediately if there is anything in this document that you do not understand/or with which you disagree.

In the interests of security, staff training and to generally improve our service please be aware that telephone calls may be monitored and/or recorded.

Working with you

We want to ensure that you are fully supported as a customer of each of our brokers who are aligned to Movo Partnership Ltd We can offer you the following support:

Braille
Large Text
Text Talk
Alternative language

If we can offer you any further support or indeed assist with the list above please email additionalneeds@movopartnership.co.uk.

We also note without reasonable changes we are unable to work with the following clients:
Clients with a lack of capacity with no responsible person to represent them.

Our Service

Houston Broking Group Ltd are an appointed representative of Movo Partnership Ltd which are authorised and regulated by The Financial Conduct Authority. Our Financial Services Register number is 823503. These details can be checked on the Financial Services Register by visiting the FCA's website <https://register.fca.org.uk/> or by contacting the FCA on 0300 500 8082.

We are permitted to arrange, advise on, deal as an agent of insurers, assist in claims handling, help with ongoing changes, introduce to an insurer/finance provider(s) and arrange lending facilities, collect debt and administer debts in respect of general insurance policies on behalf of our clients.

We have access to leading insurers and often we select your insurance product from a wide range of insurers however there are times when we use a select panel of insurers/finance providers. Please ask us if you would like a list of these insurers. At our discretion, we offer clients the options to pay by instalments through a finance provider. We will always advise you of our selection range prior to you committing to purchase an insurance policy or take out a finance agreement. In certain circumstances we may use the services of another intermediary to place your insurance and in these circumstances, we will always advise you of the name of that intermediary.

Upon assessment of your requirements, we will make a recommendation for a particular insurance product. Our advice will be confirmed in a demands and needs statement which will clearly state the reasons for our recommendation. In some circumstances we may not

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provide advice, for example if we renew your insurance cover with your existing insurer without re-broking your insurance and where no recommendation has been provided; and/or if we simply provide you with information on a product. If we do not provide you with advice, we will always make this clear to you in our documentation.

Limitation of Liability

We will exercise reasonable skill and care in the performance of all our services for clients, but we cannot be held responsible for advice, recommendations or actions that are based upon incorrect or inadequate disclosure of material information by clients or their agents. The liability of **Houston Broking Group Ltd**, howsoever arising, shall not exceed in the aggregate the sum of £2,000,000. These limitations of liability shall not apply to liability for personal injury or death caused by our negligence, for fraud or fraudulent misrepresentation, or in circumstances which cannot be excluded by law.

Our Remuneration and other Income

We reserve the right, at our discretion, to make an administration charge, a table of which are available upon request as these can differ.

We will provide you a break down of any fee/s to be charged at quotation; below are an example of when fees may be applicable but not limited to:

Arranging new policies, mid-term adjustments, renewals, replacement/duplicate certificates or cover notes.

Mid term cancellations and other refunds are refunded NET of commission. We may, in addition, charge an administration fee.

Occasionally we may arrange a policy on which we earn no commission and, in these cases, we will advise you of the arrangement fee before you take the policy out. **We may also make additional charges specific to the arrangement and servicing of certain policies, but these will always be advised to you in advance.**

These fees may be subject to change and where this is the case you will always be advised of the actual fee in writing. Please ask us if you would like further information.

Commercial Customers Duty of Disclosure

Your policy document will state your customer classification. You must, at all times act with utmost good faith towards your insurer. This means that before your policy is placed, at renewal, when varying or extending the policy (and also during the policy period if your policy contains a particular clause stating that any change in circumstances must be advised to your insurer), you must disclose to us all information, facts and circumstances which are, or ought to be, known to you and which are material to the risk. When providing information or completing a proposal form or otherwise confirming any information to us, you should take care to ensure that the details provided are complete and accurate. You should note that your duty of disclosure is not confined to answering specific questions asked by us or your insurers and that all material circumstances should be disclosed to us whether or not we or your insurer has asked for the information. Circumstances which may be considered material are:

special or unusual facts relating to the risk;
any particular concerns which led you to seek insurance cover;

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anything which would generally be understood as being something that should be disclosed for the type of risk in question.

If you are unsure whether a fact or circumstance should be disclosed, or whether the duty of disclosure information continues throughout the period of your policy you should disclose the information anyway as failure to do so may lead your insurer to reduce its claim payment, apply additional terms or even avoid your policy.

You should keep a record (including copies of letters) of all information provided for future reference.

Renewal of Contract

We will write to you in good time before your renewal date, offering your terms or in situations where we are not inviting renewal, we will tell you. Renewal of the contract is based on the information you supplied when we arranged your current contract along with any amendments you have made during the period of cover. It is important that you tell us about any changes to your requirements.

Where we offer you renewal terms and your insurance is paid by continuous monthly direct debit instalments, in the absence of a response from you, we will deem this as your consent to renew automatically.

Payment of the Premium

You must provide the premium due in cleared funds in accordance with the amounts and dates specified in our payment's options schedule. Failure to meet the payment date may lead to insurers cancelling your policy.

Please refer to our payment options schedule for full details on how to make a payment.

Please note that cover will cease if you fail to keep up payments under a credit agreement.

Cancellation Rights

Your policy document will provide you with specific information on your full rights to cancel your insurance. A personal policy which lasts for more than one calendar month offers you the facility to cancel cover (providing there have been no claims), within 14 days from the policy start date or the date when you receive the full policy documentation from us or your insurers; whichever occurs later. You will be entitled to a refund of premium less our administration charge and a charge by your insurer for the time your insurance cover was in place.

Refund Procedures

Where you cancel your personal insurance outside the 14-day cancellation period, we reserve the right to charge for our time in providing you with advice and for the administration costs involved. This results in us retaining our original commission and fees.

For some insurance contracts, insurers will not provide refunds for mid-term cancellation of cover. We will tell you if this affects you.

We do not provide refund payments of less than £25.

Notification of Claims or Incidents

Many insurers provide a 24-hour helpline in respect of claims. Please refer to your policy documents for contact details.

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Please ensure that you report all incidents that could give rise to a claim as soon as you become aware of them either by contacting your insurer or ourselves.

If you receive correspondence from a third party about your claim, please pass it to us or your insurer immediately and unanswered.

If you require any assistance with a claim or incident, please contact us.

Client and Insurer Money

We are not authorised to handle client monies; all client money is handled by Movo Partnership Ltd.

Details of who Movo Partnership Ltd are is available within the FCA Register or via our own website. Movo Partnership Ltd hold all client money in a trust account, the purpose of which is to protect you in the event of financial failure since, in such circumstances, general creditors would not be able to make claims on client money.

If Movo Partnership Ltd hold money on a client's behalf, it will be held in a trust fund that is separate from their own cash assets. These separate trust fund arrangements are commonly known as 'client money'. If they were ever unable to pay their debts, then those to whom they owe money (their creditors) should not be able to make claims on their client money in the separate trust funds as it does not form part of their own cash assets.

The trust arrangement Movo Partnership Ltd use for client money is known as a non-statutory trust. Here, they may use premiums and claims monies they receive to fund other clients' premiums and claims; for example, they may pay a premium on to an insurer before they have received it from the client if they believe it is in the best interests of that client.

Movo Partnership Ltd have agreements with some insurers (known as 'risk transfer agreements'). Under these risk transfer agreements, the insurers agree that they are responsible to you for any premium that you have already paid to us and that the insurer remains responsible for any premium refunds or claims payments until the premium refund or claim payment is received by you. In this case Movo Partnership Ltd may hold client money due to or from the insurers in the same trust fund.

Where Movo Partnership Ltd do not have risk transfer agreements in place with insurers, the client money they hold will still be protected within the non-statutory trust. Money held as client money has priority over insurers to the money in the trust fund as insurers granting risk transfer have agreed to subordinate their interests in the trust to those of Movo Partnership Ltd non risk transfer clients.

Movo Partnership Ltd do not use client money to pay commission before they receive your premium.

When Movo Partnership Ltd hold client money on trust for you this gives rise to fiduciary duties upon them that will not be discharged until the client money is deemed to have reached the insurer or product provider (as detailed above, this is when they receive premium in case of risk transfer agreements).

Without affecting Movo Partnership Ltd.'s fiduciary duties to you, in some cases they may:

hold client money in accounts which are outside of the United Kingdom, and which may be subject to different legal and regulatory conditions and may treat money differently in the event of a bank failing. If you are a consumer (a person who buys products or services for personal use and not for business

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purposes) you can ask them not to put your client money in an account in a particular country.

pass client money to another intermediary, including ones outside of the United Kingdom where different legal and regulatory conditions apply and where money may be treated differently in the event of an intermediary failing. If you are a consumer, you can ask them to pass your money to an intermediary outside of the United Kingdom or in a particular country.

arrange to hold certain investments with a value at least equal to the money that would otherwise have been paid into a separate client account.

If they do this, they will be responsible for meeting any shortfall in the client money funds if the shortfall is due to a reduction in the market value of those investments.

If, in the process of handing client money, they earn interest or benefit from investment income or from foreign rate movements, they will keep any such amounts.

Confidentiality and Security

To help make sure you receive a competitive quotation, offer of appropriate payment options, protection against fraud and to verify your identity, both ourselves and insurers may use publicly available data which they obtain from a variety of sources, including a credit reference agency and other external organisations. This search will appear on your credit report whether or not your application proceeds.

All information on our records relating to you will be treated as private and confidential and will only be disclosed to others such as our business partners, insurers, credit providers and other third parties who

are directly involved in the normal course of arranging and administering your insurance. By accessing our sites and using our services, you consent to any such transfer of information to a third party.

Where you have given, us consent, we may use the data we hold about you to provide you with a renewal quotation and information about products and services we consider may be appropriate.

Our Retention of your Personal Information - By using our services you consent to us and our partners retaining any personal information you have provided. We will retain any personal information only for as long as is necessary to fulfil the business purpose for which it was collected.

We will also retain and use your personal information for as long as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

Under the General Data Protection Regulations 2018, you have the right to ask us for a copy of any personal information about yourself that we hold on our records. Please contact us if you require any more information. For further information on your rights under the General Data Protection Regulations please refer to the Information Commissioners Office – www.ico.org.uk.

Termination of Agreement

Our agreement may be terminated by either one of us giving 14 days' notice in writing to the other. You will be liable to pay for any outstanding transactions or adjustments prior to termination without any penalty fee as long as these are settled immediately on termination.

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We will be entitled to retain any fees or commission payable in relation to business transacted prior to the date of termination.

Law and Jurisdiction

These Terms of Business which form our agreement with you, shall be governed by and construed in accordance with the laws of England and the exclusive jurisdiction of the English courts unless we agree with you otherwise.

Bribery and Corruption

Our company culture and ethics mean that we do not bribe or use any other means to improperly influence the decisions of clients, potential clients or government officials. Our business is structured with appropriate systems and controls so as to comply with the requirements of the Bribery Act 2010.

Sanctions

Both parties shall pay due regard to, and co-operate in respect of the observance of, any applicable international economic, financial or trade sanctions legislation.

Complaints

Our aim is to provide all of our clients with an excellent level of service, however we recognise that there may be occasion when you do not feel satisfied with the service you have received from us. Should you need to make a complaint please contact our Complaints Manager using any of the following methods:

email: lea@movopartnership.co.uk

post: **Movo Partnership Ltd**
1st Floor, 30 High Street
Chislehurst, Kent. BR7 5AS

Tel: **07552139669**

We aim to resolve complaints within 3 business days following receipt, however if we can't we will write to you within five working days to acknowledge your complaint and provide details of our complaint handling procedures and who is dealing with your complaint.

We aim to provide a final response to your complaint within eight weeks from the date of receipt of your complaint and if we cannot we will outline the reasons for the delay and provide you with an indication of when you can expect to receive a response. If you are dissatisfied with our final response, or we have been unable to provide our final response to your complaint you may be eligible to refer the matter to the Financial Ombudsman Service (FOS) free of charge. Details of the eligibility criteria can be found in our complaint's procedure or on the FOS website <https://financial-ombudsman.org.uk>. If you do decide to refer your complaint to the Ombudsman, you must do so within six months of the date of our final response.

The FOS offer an independent service for resolving disputes and you can contact the FOS by:

Calling their consumer helpline on 0800 0234 567 or 0300 1239 123

Writing to them at Exchange Tower, London E14 9SR

Emailing complaint.info@financial-ombudsman.org.uk

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We will include a copy of the Financial Ombudsman Service's leaflet in all resolution letters.

Solvency and Compensation

We do not guarantee the solvency of any insurer we place business with.

We are covered by the Financial Services Compensation Scheme (FSCS) for insurance mediation only; this does not extend to consumer credit lending. The FSCS is the UK's compensation fund of last resort for clients of authorised financial services firms. You may be entitled to compensation from the FSCS 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 90% of the claim with no upper limit, although compulsory insurance is protected in full. Further details about the FSCS can be found on their website www.fscs.org.uk.

Conflicts of Interest

Our company ethics and culture towards customer service means that we never deliberately put ourselves in a position where our interests or our duty to another party prevents us from discharging our duty to you.

Where we become aware of any actual or potential conflict of interest we will tell you about the situation, the options available to you and we will ask for your consent to proceed.

Appendices

Our Range of Services

What do we do for our Commercial Customers?

The range of service delivered to you by our trained, professional staff depends upon the particular risks you face and therefore your demands and needs for insurance cover. However, we would remind you that we can only know and act upon the information you provide so it is always essential that you fully disclose the risks you face. To provide you with a flavour we've listed examples of what we do for our customers but please note that in some situations this may only involve part of what is listed.

Initially and at Renewal - we will

- confirm the purpose of making contact with you
- answer your queries and provide insurance advice, as requested
- collate and check information required to review your risk and insurance demands & needs.

Market Search - we will

- identify insurance product features which match your demands & needs
- review relevant insurers for their pricing policy, policy terms, service standards, claims service etc.
- collate underwriting information and submit to insurers on your behalf
- monitor receipt of insurer's quotations and negotiate price, terms & conditions, as necessary.

Reporting - we will confirm

- our personal recommendation as to how you should proceed
- the price and any significant or unusual conditions or exclusions of the insurance cover

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- the width of our search of the market and whether under any contractual obligation to an insurer
- the principal we are acting for in searching the market
- if we have used another intermediary to place your insurance cover the principal we act for when settling a claim
- any fee or charges due in the period of the policy in addition to the insurance premium.

- discuss and seek early resolution on any current or post-loss concerns you raise, with your insurer.

Accounting - we will

- arrange premium finance where available, if requested
- issue an invoice detailing the payment we require
- reconcile your payment, pay your insurer or obtain return premiums for you, when appropriate.

Confirming Cover - we will

- discuss our personal recommendation and take your instruction as to how you wish to proceed
- request insurers to hold cover under your instruction and confirm to you when they have agreed
- check the policy wording issued by your insurer for accuracy in meeting your demands & needs.

You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business or premium finance facility.

Day-to-Day - we will

- carry out regular analysis of the insurance market to provide professional advice
- answer queries on the policy cover, insurance matters or proposed change to your insurance risk
- confirm mid-term adjustments to your insurer under your instruction.

Claims - we will

- report claims on your behalf or ensure you have contact details for speedy reporting of a claim
- liaise with your insurer's Loss Adjuster, as necessary

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