

Initial Disclosure Document



Please read this document carefully. If you have any questions regarding this document please contact us.

This agreement is between you and Howden Insurance Brokers Limited (“we”, “us”, “our”), part of Howden Group Holdings Limited (“Howden Group”) Howden Insurance Brokers Limited is authorised and regulated by the Financial Conduct Authority in respect of general insurance business. Howden Insurance Brokers Limited is registered in England and Wales under company registration number 725875. Registered Office: One Creechurch Place, London, EC3A 5AF.

About Us

We are an independent Lloyd's insurance broker, authorised and regulated by the Financial Conduct Authority (“FCA”).

Our FCA Firm Reference Number is 309639. These details can be checked on the Financial Services Register by visiting <https://register.fca.org.uk/> or by contacting the FCA on 0800 1116768.

The intention of this Initial Disclosure Document is to clearly and concisely establish the basis of our relationship with you and the services that we will provide in respect of the Surety Bond that we arrange or have arranged on your behalf and all other persons named as joint deputies. We shall proceed on the basis that we have your informed consent to the terms of this agreement.

Complaints

We strive to do everything to ensure that you receive the best possible service. However, if you wish to make a complaint about our service you may do so by contacting any of our employees by whatever means is convenient to you. Alternatively, you can direct your complaint to our Head of Business Risk at the address set out at the beginning of this Agreement.

If we cannot settle your complaint with us to your satisfaction, you may be entitled to refer it to the Financial Ombudsman Service (“FOS”).

The FOS is an independent and free to access service in the UK for settling disputes between customers and businesses providing financial services. You can find more information on the FOS at www.financial-ombudsman.org.uk or in our complaints procedure which is available on our website or by request.

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). You may, depending on where the risk is located, your status and the type of insurance contract concerned, be entitled to compensation from the FSCS.

Further Information about the Scheme is available from the FSCS, (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk

Your Payment to Howden Insurance Brokers Limited

Payment of your Surety Bond premium will be made by you to us, and cleared through the banking system before your Surety Bond is issued.

Client Money

Client money is any money that we receive and hold in the course of arranging or administering the Surety Bond on your behalf, or which we treat as client money, in accordance with the FCA Client Assets sourcebook (CASS).

We may hold premium on your behalf, either paid by you to be passed on to the Surety Company or paid to us by the Surety Company to be passed on to you. For your protection money received from you, or to be paid to you, will be held by us in accordance with the FCA's rules. In this instance we hold money as agent of the Surety Company under a 'risk transfer' process. Under risk transfer we have an arrangement with the Surety Company to hold money as their agent. Money we receive either from you, or from the Surety Company, will therefore be the property of the Surety Company whilst we hold it. Therefore, if you pay money to us it is treated as having been received by the Surety Company and if we do not pay it over to the Surety Company, your bond will not be affected. Similarly, if the Surety Company pays claims money or a return premium to us for onward transmission to you, and we do not pay you then the Surety Company will still be liable to you. Where we do not use 'risk transfer', we will notify you separately.

Remuneration

We are paid for administering the Bond by commission from the Surety Company that forms part of the premium.

We will deduct any commission entitlements before paying premiums to the Surety Company, and therefore you will not pay any additional fee for our services.

Confidentiality and Data Protection

This is a summary of how we use your personal and sensitive data. You can find our full privacy statement on our website or we can provide this to you on request. You should review this to ensure that you understand how your data will be used and your rights in respect of your data.

We will comply with Data Protection Law whenever we are processing information about you which is sensitive or personal in nature and we have policies and procedures in place to protect and manage that information. We treat all such information about you as private and confidential and we will always work to ensure that your personal data is processed lawfully, fairly and in a transparent manner and in compliance with Data Protection Law. This may include entering into other written agreements with you to enable us to comply with Data Protection Law.

We will however need to use and disclose the information we have about you in order to obtain insurance quotations and in the course of arranging, placing or administering insurance cover for you. This may involve passing information about you on to insurer(s), other intermediaries, risk management assessors, uninsured loss recovery agencies, service providers, industry regulators, auditors and other third parties involved directly or indirectly in your insurance cover.

The use and disclosure of personal data by various insurance market participants such as intermediaries, insurers and reinsurers are further explained in the Lloyd's and London Insurance Market Core Information Notice. Our core uses and disclosures are consistent with this notice and we recommend that you review this document which can be accessed via the link in our privacy notice.

Depending on the circumstances or nature of your insurance the disclosure of your personal information to any of the organisations referred to above may involve transfer out of the jurisdiction of the European Economic Area. If this is necessary we will always ensure that your data is protected as required by Data Protection Law.

We may need to use your data for research, statistical analysis and crime prevention including the investigation of fraud. Such activities may be carried out by third parties and we will always ensure that our contracts with such third parties are compliant with Data Protection Law. Sometimes we also pass information about you on to other companies which are part of Howden Group and we or they may use the information to provide you with information about products or services which may be of interest to you. We will only do this, however, in accordance with our obligations under the Data Protection Law

In some circumstances, we will need to pass information about you on to credit reference agencies and premium finance providers in connection with the assessment of your financial standing generally and in particular where you have requested a premium instalment plan. This may include details of your payment record to us.

Where using your personal data relies on your consent, we will obtain your consent in accordance with Data Protection Law and you will be entitled to withdraw that consent. That may mean, however, that we are unable to arrange, place or administer your insurance cover properly.

If you have supplied us with personal or sensitive personal information relating to another individual or a third party, you must ensure that you have done so in compliance with Data Protection Law and provide the information to them which is required to be provided to individuals under Data Protection Law. This includes making them aware of their rights and of how we use their data and obtaining their consent where it is required in accordance with Data Protection Law.

In some cases you have the right to ask us to stop using your data, to tell us that you no longer want to receive information from us, to ask us to correct information we have about you or to ask us for the information we hold about you. Full details of your rights under Data Protection Law and how to enforce those rights are set out in our privacy statement on our website, which we can also supply on request.

"Data Protection Law" means all applicable statutes and regulations in any jurisdiction pertaining to the processing of Personal Data, including but not limited to the privacy and security of Personal Data.

Financial Crime

We are obliged to conduct reasonable due diligence to protect us and our clients against the risk of financial crime. At the start and throughout our relationship, we will require you to provide evidence to assist us in verifying your identity and/or legitimacy of any transactions we conduct on your behalf.

Neither party shall be involved in the offering, promising or giving of any financial or other advantage to any person in breach of any anti-bribery laws (including the Bribery Act 2010). Both parties shall also maintain their own policies and procedures which ensure compliance with the Criminal Finances Act 2017 in so far as it applies to them, in order to prevent the facilitation of tax evasion.

We are obliged to report evidence or suspicion of financial crime to the relevant authorities at the earliest reasonable opportunity and may be prohibited from disclosing any such report to you.

We shall not provide brokerage services or pay any claim or provide any benefit under this Agreement with any client that is the subject of any trade and economic Sanctions or embargos adopted and/or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control, the European Union and its Member States, Her Majesty's Treasury, the United Nations Security Council or other relevant economic sanctions and embargo control authority across the world (collectively referred to herein as "Sanctions"), nor is located, organised or resident in a country or territory that is the subject of comprehensive country Sanctions, including, without limitation, Iran, Crimean region of Ukraine and North Korea or any other country subject to comprehensive country Sanctions as these may be adopted and enforced from time to time.

We will also be unable to provide brokerage services for any targeted or transactional country Sanctions, without limitation, Syria, Cuba, Venezuela, Russia or any other targeted or transactional country Sanctions that may be adopted and enforced from time to time. The insurer may not be deemed to provide cover and may not be liable to pay any claim or provide any benefit under this agreement insofar as the provision of such cover, payment or claim may expose the insurer or its related companies to any prohibition or restriction under the Sanctions.

If Sanctions apply, we shall not be able to process already notified claims and your insurers may terminate your insurance contract, and not pay any notified claims. If you become subject to Sanctions after the entry into force of 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 suspicion of exposure to Sanctions.

Surety Bond Placing

Howden Insurance Brokers Limited will place the cover with HCC International Insurance Company PLC who were selected by competitive tender to become the Surety Company for this scheme after fulfilling all the necessary requirements of the Ministry of Justice and Howden Insurance Brokers Limited

We have a delegated authority agreement with HCC International Insurance Company PLC which allows us to bind the Surety Bond on their behalf and issue documentation.

In placing Surety Bonds for Deputies we act as the deputies' agent.

Should you instruct us to bind this Surety Bond with HCC International Insurance Company PLC, we would be placing your Surety Bond through the binding authority granted to us by HCC International Insurance Company PLC.