Terms of business

HOWDEN

This booklet sets out our Terms of Business, which govern how we operate. Please read it carefully and retain it for future reference.

About us

Howden, a trading style of A-Plan Holdings offers insurance to meet the needs of a wide range of individuals and companies. The Group's divisions include Howden, Motor Direct, Home Direct, Caravan Direct, Liability Direct, Insurance for Holiday Homes, Golfplan, Highworth Insurance Services, Look Insurance Services, Cherished Vehicle Insurance Services, TR Register Insurance Services, Watkin Davies Insurance Consultants, Howden Insurance Services, Instructor Cover Plus, Liability1st and Primo. A-Plan Holdings is an independent intermediary authorised and regulated by the Financial Conduct Authority (FCA) to arrange, advise on and administer insurance. You can check our registration by visiting the FCA website at **register.fca.org.uk** and quoting our registration number of 310164. Alternatively, you can contact the FCA by phone on **0800 111 6768**.

We are also licensed by the Guernsey Financial Services Commission (GFSC), ref number 2731967, as an Insurance Intermediary under the Insurance Managers and Insurance Intermediaries (Bailiwick of Guernsey) Law 2002 and regulated by the Jersey Financial Services Commission (JFSC), ref number GIMB2533, as an Insurance Intermediary under the Financial Services (Jersey) Law 1998. You can check these registrations on the GFSC register: **www.gfsc.gg/commission/regulated-entities** or JFSC registry at: **www.jerseyfsc.org/industry/regulated-entities**

What we do

We act on your behalf, advising on and arranging insurance for both individual and corporate clients. We offer insurance policies from a range of insurers. These policies cover motor cars, motorcycles, commercial vehicles, buildings and contents for homes and commercial premises, public and employers' liability, travel and equine insurance as well as other risks. So when we advise you about what insurance policy is right for you, we will be able to recommend the policy that most closely matches, in cover and price, your insurance needs at the time we prepare the quotation. (These needs sometimes change; please see 'Changes to your policy' below for more about that.)

Some insurers may delegate authority to us to underwrite, bind and administer an insurance contract on their behalf, including handling and processing claim payments. We will notify you if your insurance contract is placed under a delegated authority, as when conducting these activities we

will also be acting on behalf of insurers and not solely as your independent agent.

For insurance policies sold online, we may ask questions to narrow down the selection of products that we will provide information on to you. Any information we provide to you will not constitute advice or a personal recommendation and you agree to make your own choice about the insurance cover and whether to purchase the insurance policy.

We also offer extra optional insurance policies. These include:

Legal Expenses – placed with Platinum Assist (underwritten by AmTrust Europe Ltd), DAS Legal Expenses Insurance Company Ltd, Proximo Ltd (underwritten by RAC Insurance Ltd), Slater Gordon Solutions (underwritten by UK General Insurance Ltd), ARAG Legal Expenses Insurance Company Limited, Arc Legal Assistance (underwritten by AmTrust Europe Ltd), or MSL Legal Expenses Limited (underwritten by Financial & Legal Insurance).

Vehicle Breakdown Recovery – placed with AXA Assistance (UK) Ltd (underwritten by Inter Partner Assistance SA UK branch), DAS Legal Expenses Insurance Company Ltd, Silverknight Rescue (underwritten by AmTrust Europe Ltd), Proximo Ltd (underwritten by Ageas Insurance Ltd), MSL Legal Expenses Limited (underwritten by Financial & Legal Insurance), or ERS Insurance.

Insurance for replacement vehicle hire – placed with Auxillis Ltd (underwritten by Collinson Insurance), DAS Legal Expenses Insurance Company Ltd, Proximo Ltd (underwritten by Alwyn Insurance Company Limited), or MSL Legal Expenses Limited (underwritten by Financial & Legal Insurance).

Helmet and Leathers – placed with KGM Underwriting Services (underwritten by Trinity Lane Insurance).

Tools Insurance – placed with Royal & Sun Alliance Insurance plc. **Total Loss Plus** – placed with KGM Underwriting Services (underwritten by Trinity Lane Insurance).

Home Emergency – placed with DAS Legal Expenses Insurance Company Ltd, AXA Assistance (UK) Ltd (underwritten by Inter Partner Assistance SA UK branch) or ARAG Legal Expenses Insurance Company Limited.

Personal Accident Cover – placed with Covea Insurance plc. **Excess Protect** – placed with Proximo Ltd (underwritten by Alwyn Insurance Company Limited), or KGM Underwriting Services

(underwritten by Trinity Lane Insurance).

Whenever our branches offer any optional cover, the policy will be generally offered from one insurer only, dependent on product, and sold as a separate policy – full details will be provided at the point the product is recommended. Travel insurance will also be offered from one insurer – placed with AXA Assistance (UK) Ltd (underwritten by Inter Partner Assistance SA UK branch) except for more complex cases (medical conditions, extended trips, older clients etc), which will be referred to our Farnham branch. Single article insurance will be placed with AXA XL UK Ltd. Personal Accident Cover will be placed with Chubb European Group SE.

If you purchase any of the following direct from our websites then cover will generally be offered from one insurer only:

Pet Insurance – will be introduced to petGuard, a trading style of Thistle Insurance Services Ltd.

Travel Insurance – placed with AXA Insurance UK plc, or AXA Assistance (UK) Ltd (underwritten by Inter Partner Assistance SA UK branch).

Holiday Homes Insurance – placed with Canopius Managing Agents Ltd.

Golf Insurance – placed with Canopius Managing Agents Ltd. **Legal Expenses** – placed with Platinum Assist (underwritten by AmTrust Europe Ltd), or ARAG Legal Expenses Insurance Company Limited.

Liability1st – placed with Covea Insurance plc.

Temporary Standalone Car or Van Insurance – will be introduced to Tempcover Limited.

Vehicle Breakdown Recovery – placed with AXA Assistance (UK) Ltd.

Policies purchased for the following schemes will be offered for one insurer only i.e.

Equine – placed with Convex Insurance UK (either via SEIB Insurance Brokers Ltd or Howden UK Brokers Ltd).

Golfplan – placed with Canopius Managing Agents.

TR Register Insurance Services – placed with KGM Underwriting Services.

This list of policy types is current at the time of printing. Any amendments or additions to this list can be found on our website at **www.howdeninsurance.co.uk/terms-of-business** or please ask your branch for further details.

Treating clients fairly

Meeting your needs is at the heart of everything we do at Howden. We always aspire to treat you, our client, fairly and equally and to give advice and recommendations that meet your insurance needs. To this end, we constantly review our processes and procedures to ensure we offer the highest standards of advice and service. All our communications (brochures, letters, emails etc) are designed to be clear and easy to understand and we aim to keep you informed of all developments with your insurance both before you buy and afterwards, and we will not discriminate against based on number of years you have been insured with us. And if you need to make a claim, we will guide you through the process and liaise with the insurer on your behalf. (Please see 'Making a claim' below for more details.)

Contacting you

We will usually contact you by phone or post. In certain circumstances, we may agree to correspond with you by email or SMS. By providing your email address, you are agreeing that we can contact you by email. If you email a request to arrange insurance cover or to amend any details under an existing policy, insurance cover will not be in force until your insurer has agreed to provide cover and we have confirmed this with you. Basically, emailing us to tell us about a change won't mean it will automatically happen! You must take reasonable steps to ensure that email messages are complete and accurate, free of harmful viruses and secure.

We may record telephone calls for training purposes and for your and our protection.

Arranging a policy

Disclosure

You must take care to answer all questions fully and accurately and to the best of your reasonable knowledge. This must include anything that may affect an insurer's decision to issue a policy or to continue cover. If you are unsure whether a fact is relevant, please tell us anyway. For vehicles, you must tell us all relevant facts relating to the vehicle or to anyone who will

drive the vehicle. In the case of home insurance, you will need to tell us all relevant facts about the property as well as about everyone who lives there.

We cannot maintain a permanent record of all information disclosed to us and it is your responsibility to take care to:

- Re-disclose all relevant facts when asked.
- Ensure that all statements made to insurers, whether in the proposal (application) form or elsewhere, are correct.
- Ensure the accuracy of the information supplied.

If you have policies with different branches of Howden, you must tell each branch separately of any changes.

Inaccurate or undisclosed information may invalidate your insurance cover. We do not accept liability for any errors or omissions where a member of staff has completed (or assisted in completing) the proposal form. A copy of this form is available on request.

If you have received your documents electronically we will be pleased to provide paper copies on request and at no additional charge.

Commercial cover

If your policy is to cover you mainly for trade, business or professional purposes, you may have a wider duty to disclose all material facts. We will tell you about your obligations to provide information on each transaction. We will also provide you with a separate Commercial Terms of Business booklet.

Cooling-off period

You have the right to cancel any insurance policy you buy from us. To do this, you will need to contact the branch that arranged the policy to tell them to cancel your insurance within 14 days from the date of purchase or receipt of your policy documents whichever is later. (This period is extended to 30 days for personal accident cover.) We will refund your premium, less a proportionate charge for the period of cover, and any other charge your insurer may make. If the policy to be cancelled is for vehicle cover, please return to us your Certificate of Motor Insurance. For temporary motor policies and travel policies please see the guidance below.

Temporary cover Motor policies

Please note that for KGM short term motor policies purchased, that run for between 1 and 28 days, due to the short period nature of the policy, once cover has started there is no cooling-off period for this policy.

Single trip travel policies

You can cancel this policy within 14 days from the date of purchase or receipt of your policy documents whichever is later. If you cancel this policy back to the date of purchase you will receive a full refund, providing you have not travelled or made a claim.

Vehicle cover

It is your responsibility, under the Road Traffic Act, to ensure you have a current, valid Certificate of Motor Insurance or cover note before you use or permit someone else to use your vehicle on the public highway. If your current cover note or Certificate of Motor Insurance expires, you must contact us immediately, as you may not have any insurance cover until we can issue a replacement cover note or Certificate of Motor Insurance.

Driving licenses

It is your responsibility to ensure that you and all named drivers hold a valid driving licence for the insured vehicle(s). Failure to hold a valid licence may invalidate your insurance.

Drink/drugs clause

A number of insurers will refuse a claim if, at the time of an accident, the vehicle is being driven by a person under the influence of alcohol or any other substance that would adversely affect their ability to drive.

Continuous Insurance Enforcement (CIE)

Continuous Insurance Enforcement (CIE) means your vehicle must be continuously insured, or a 'Statutory Off Road Notification' (SORN for short) be sent to the DVLA. If your vehicle is not on the MIB database (which can be checked on **www.askmid.com**), you may be liable for a fine and even prosecution – and your vehicle may be clamped. For further information, please visit **www.gov.uk/vehicle-insurance/uninsured-vehicles**. (Please see 'Motor Insurance Database' below for more details.)

European use

If you wish to take your vehicle abroad, please contact us before you travel so that we can confirm whether your motor insurance policy allows you to drive your vehicle in a foreign country.

Premiums, refunds and payment

We collect premiums as the agent of the insurer. This means that once we have received the premium from you it is treated as if it has been paid directly to the insurer. Where an insurer refunds all or part of a premium (for example when a policy is cancelled), the refund will be paid to us and we will then pay it to you. Before you agree to a policy, we will send you a quotation.

This will tell you what the policy will insure you against and how much it will cost you. In order for a policy to be valid, you must pay your premium by the date specified on your quotation. You can pay your premium by cheque, credit card, debit card, cash or direct debit instalments (subject to status). Where your premium is paid by direct debit – and provided your insurer is willing to renew your policy – we will automatically renew your existing policy, unless you tell us not to do so. Automatically renewing your policy is for your protection, because without an up-to-date policy you will not be insured. (Please see 'Renewing a policy' below for more details.)

Please note that, after a claim, insurers do not normally allow any refund of a premium and you must keep up with your direct debit payments. If your premium payment(s) are not made by the specified date(s) they are due, we will have the right to cancel (or to request your insurers to cancel) the policy. Any refund of your premium in this situation would be offset against any outstanding balance. If, when we had applied any refund to the amount outstanding, there was still an amount due to us, we could instruct debt recovery agents to recover the money owed to us – and their costs would be added to the amount outstanding.

If you pay in instalments or by direct debit, we reserve the right to arrange for your insurer to pay us any outstanding balance in the event of a total loss claim, including, if applicable, any settlement received from your Total Loss Plus policy. Any outstanding premium would then be deducted from the claim amount and the balance forwarded to you. Your quotation will show any fees that are applicable. (Please see 'Fees and charges'.)

Fees and charges

When we sell you a policy the insurer pays a percentage commission from the total premium. In addition there might be further remuneration based upon the amount and profitability of business placed with insurers and/or service providers over a specific period. We may also make a service charge to cover the administration of your insurance. These charges are shown below and are advised to you in advance.

The list of fees shown below are current at the time of printing, but we do reserve the right to vary them if necessary. Your branch will have details of the latest fees. If you purchase a product via our website you will be notified of fees prior to your purchase.

- Arrangement of new policies and renewals: £100
- Policy alterations: £50
- Policy cancellation: £50
- Arrangement of taxi policies: A fee will be determined on an individual basis for each policy.
- Arrangement of single item policies through Highworth Insurance Services: £25
- Arrangement, alteration, and cancellation of equine policies: A fee will be determined on an individual basis for each policy.

- Direct debit: Where premium finance is taken with Close Premium Finance or Premium Credit Ltd, we will receive a commission which is a percentage of the total financed.

Larger or more complex risks or portfolios – our usual remuneration is either by way of commission, being a percentage of the premium charged by insurers in respect of the insurance contract arranged by us, or a fee which is agreed in advance with you for the services provided by us, or with your agreement a combination of both.

Introducers

If you have been introduced to us by a third party they may receive a remuneration from ourselves for that introduction.

Making a claim

If you think you may need to make a claim, please let us know immediately. After all, we're here to help you and to act on your behalf. We will guide you through what can often be a difficult time and ensure your insurance company fulfils all its obligations to you.

We will normally monitor the progress of your claim, and provide guidance where appropriate. Should there be any significant changes to your claim, we will notify you as soon as possible.

In the event of reporting your claim outside of office hours, calls are forwarded to Kindertons Accident Management, who will triage on our behalf and update us during our office hours.

Changes to your policy

You should notify us immediately of any changes to the details used to arrange any of your insurance policies (see the list below). If you hold policies with more than one branch, please notify each branch individually. Please do not wait until the renewal date of your policy, as changes to these details could make your policy invalid. Basically, insurers don't just need to be told about the changes: they have to accept them, too.

Examples of changes include (but are not limited to):

Motor insurance

- Change of vehicle.
- Change in place of work or study.

- Change of address.
- Change of occupation.
- Modifications to the vehicle.
- Change in use of the vehicle.
- Criminal convictions (including any pending convictions or fixed penalty offences), accidents or DVLA-notifiable health issues relating to all drivers.

Home insurance

- Non-occupancy of the property.
- Change of address.
- Change of occupation.
- Change in use of the property.
- Alterations to the property or building work.
- Letting or sub-letting of the property.
- The property is shown to be liable to flooding.

Commercial insurance

- Change of business type.
- Relocation to new premises.

Equine insurance

- Changes in your horse's health or its activities (business activities or activities within a different class of use).
- Change of horse.
- Any change in the Fair Market Value of the horse. This includes, for example, changes in Fair Market Value or as a result of public auctions or castration.
- In the event of any Illness, disease, lameness, injury, accident, or physical disability suffered by the horse.
- If your interest in the horse ends (for example, because you sell it or return it to its owner).
- If you, any insured person, or any person living with you incurs any criminal convictions (other than a motoring offence not involving dangerous driving).
- If you, any insured person, or any horse cease being a permanent resident in the territorial limits.

Renewing a policy

For policies with a renewal date, we will normally contact you to tell you in advance what the premium and terms for the next period of insurance will be. For your insurance cover to continue, you must instruct us on or before the date on which your policy is due to expire. There are no 'days of grace' and you are responsible for making sure your insurance is valid and in force.

If you pay your premium by credit or debit card, and you have agreed that Howden can retain your card details, if the insurer has agreed to renew, we will automatically collect your renewal premium around 5 days prior to renewal and renew your existing policy (whether we have recommended a change of insurer or not). However, if following an attempt to take payment we are unable to do so, we will not be able to renew your policy, and will endeavour to contact you right away. Should you wish to stop your insurance

automatically renewing, please contact us at any time to cancel this facility. You can do this by telephone, calling into the branch or writing to us. Your insurance will then expire on the renewal date, and you will no longer be covered unless you contact us to renew your policy.

If you pay by direct debit and your insurer is happy to renew your policy, we will automatically renew your policy, and your payments will continue to be collected. Should you wish to stop your insurance automatically renewing, please contact us at any time to cancel this facility. You can do this by telephone, post or in branch. Your insurance will then expire on the renewal date and you will no longer be covered unless you contact us to renew your policy. There will also be times when we find a new insurer who better meets your needs at renewal.

However your policy is renewed, you must remember to tell us of any changes that may affect your cover (for example criminal convictions, accidents, new drivers or occupational changes since your policy was last renewed) before the date on which your policy is due to be renewed, otherwise your cover may become invalid. (See 'Changes to your policy' above.)

It is your responsibility to ensure your insurance remains valid and in force and that you have done nothing which may invalidate it.

Cancelling a policy

We always advise our clients to contact us before cancelling any policy. This is because some insurance companies charge a cancellation fee, and this can be far greater than any possible saving made from switching or cancelling an existing policy. So we recommend you discuss any intended cancellation with us first so we can tell you how much it will cost you – or the amount you may be refunded.

It's also important to remember that insurers don't generally allow any refund on the cancellation of a policy once a claim has been reported.

Cancellation of motor insurance

Once the policy has been cancelled, we will refund the premium for the period for which insurance is no longer required (less the cancellation charge) as soon as possible. If you pay your premiums by direct debit, any money already paid at the time of cancellation will be used to clear the insurer's charge. If the direct debit payment is insufficient to do this, you will need to pay us the balance. Any overpayment will be refunded to you.

If you cease to keep up direct debit payments or other instalment payments, we reserve the right to instruct your insurers to cancel your insurance policy.

Cancellation of Temporary cover Motor policies

Please note that for KGM short term motor policies purchased, that run for between 1 and 28 days, due to the short period nature of the policy, once cover has started there will be no refund of premium if cancelled.

Cancellation of policy enhancements

Normally, legal expenses insurance (both personal and commercial), tools insurance, replacement vehicle cover, breakdown cover, Excess Protect, Total Loss Plus and home emergency cover are purchased as separate contracts that run concurrently with your home, commercial or motor policy. There is no refund on cancellation of these types of policy.

Records and documents

Our files are confidential. Without your permission, we will not share information about your insurance with anyone other than you and your legal representatives, the insurer to whom you apply for insurance or any party as may be required for the proper performance of our or your insurer's

service to you, unless we are required to do so in order to meet any legal obligations under statute. We may keep digital and/or paper records of personal information you have provided, including information of a sensitive nature, but we will not disclose it to third parties (other than those listed in the previous sentence). You are entitled to a copy of all information held on file about you. If it is incorrect, you have the right to have the data corrected. We will normally keep your records for at least six years after your most recent insurance policy has expired.

Protecting your data

We take protection of your data very seriously and will always seek to abide by the spirit and principles of the Data Protection legislation at all times. We are registered with the Information Commissioner as Data Controller and Processor. Details of the Data Protection Act can be viewed on the Information Commissioner's website at **www.ico.org.uk**

You may request a copy of the personal data which we hold on you or raise any queries about the data we hold about you by writing to:

Data Protection Officer
Howden

2 Des Roches Square Witney

OX28 4LE

Details of how we will use the information we hold on you can be found in the Privacy Policy on our website **www.howdeninsurance.co.uk**

We will only use information we hold about you in the normal course of arranging and administering your insurance.

With your consent we may use your personal data to inform you about other products and services that we feel may be of interest to you, via mail, telephone, fax, email or other electronic messaging services. If you do not wish to receive marketing information from us by these methods or if you have any queries about how we use your information then please let us know by emailing the Data Controller at **datacontroller@howdeninsurance.co.uk**

All insurers provide details of their policies and policyholders to databases accessed by other insurers and the police. This helps to detect uninsured drivers and reduce fraud and assists when dealing with claims. When you agree an insurance policy with us, you confirm that you agree to having details of your policy placed on these databases.

In the course of arranging and administering your insurance, we must pass on your details to your insurer. All our business partners adhere to the Data Protection legislation, are registered with the Information Commissioner and as such are directly responsible to the Commissioner for the way in which they manage their data.

Motor Insurance Database

Details of all motor insurance policies taken out in the United Kingdom are automatically added to the Motor Insurance Database (MID), which is managed by the Motor Insurers' Bureau. This database may be consulted by authorities such as the police to identify uninsured drivers and by the Driver & Vehicle Licensing Authority (DVLA) in connection with its Electronic Vehicle Licensing operations. Further information is available at **www.mib.org.uk**

Insurer security

We place your business with insurers whom we believe to be reliable and of good financial standing. However, we cannot be held liable if an insurer that we recommend subsequently cannot meet their obligations. You are still responsible for paying any premium or part premium due.

Financial Services Compensation Scheme

We subscribe to The Financial Services Compensation Scheme (FSCS). In the unlikely event that we cannot meet our obligations to you, you may be entitled to compensation from the FSCS. Eligibility for compensation from the FSCS depends on:

- The circumstances of each claim; and
- The type of person or organisation making the claim.

For most non-compulsory general insurances, compensation of 90% of the claim is available, with no upper limit. Further information about compensation scheme arrangements is available from the FSCS at **www.fscs.org.uk**

In the unlikely event of an insurer being placed into administration and we assist in meeting your claim, you agree to co-operate with us in any further possible recovery from the FSCS.

Applicable law

All dealings with us are subject to English Law.

Credit searches

Certain insurers do external data searches before calculating a premium or offering to renew one of your existing policies.

This will include a credit check, which will appear on your credit history whether you proceed or not.

Conflicts of interest

Occasions may arise when we or one of our clients have some form of interest in the business being transacted for you. If this happens, or we become aware that our interests or those of one of our other clients conflict with your interests, we will write to you and obtain your consent before we carry out your instructions, and detail the steps we will take to ensure fair treatment.

A-Plan Holdings and KGM Underwriting Services Limited are part of the A-Plan Group (APG). APG are part of the same group of companies as Dual Corporate Risks Ltd, Magenta Insurance (a trading name of inet3 Limited) and Howden Insurance Brokers Ltd

i.e. The Howden group of companies.

The Howden group of companies contains entities which operate as Managing Agents. These Managing Agents 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 insurance policy terms and conditions from group entities. We may also access insurance companies via another Howden group broker where we deem it necessary to do so.

Making a complaint

We work hard to provide our clients with a first-class service. If you are not happy with any aspect of the service you have received, we want to know and will do all we can to resolve the situation. In the first instance, please contact your local Branch Manager, who will try to resolve matters for you.

If you are unhappy with the response from the Branch Manager, you can refer the complaint to the Financial Ombudsman Service, Exchange Tower, London E14 9SR (**www.financial-ombudsman.org.uk**), or for policyholders based in Guernsey or Jersey, the Channel Islands Financial Ombudsman ('CIFO'). If you wish, you can also refer your complaint to our Chief Executive at Howden, 2 Des Roches Square, Witney OX28 4LE, who will investigate and make every effort to resolve the issue for you.

The Financial Ombudsman Service will deal with your complaint provided that you are one of the following at the time of your complaint:

- You are a consumer (i.e. a private individual).
- You represent a micro-enterprise (an enterprise which employs fewer than 10 people with a turnover or annual balance sheet that does not exceed €2 million).
- A small business, irrespective of legal form, which is not a micro-enterprise and which has an annual turnover of less than

  £6.5 million and employs fewer than 50 persons or has a balance sheet total of less than £5 million.
- A charity with a group turnover of less than £6.5 million.
- A trustee of a trust with a net asset value of less than £5 million.
- A guarantor.

Your claim will be investigated for free.

If your policy is provided by an insurer operating from Lloyd's of London then you will be referred to Lloyd's before you are referred to the Financial Ombudsman Service.

For clients based in the Channel Islands, the CIFO is an independent and free to access service in the Channel Islands for settling disputes between eligible complainants and businesses providing financial services. You can find more information on the CIFO at **www.ci-fo.org**. For policyholders located in Guernsey, if we have not provided you with a final response within three months of becoming aware of your complaint, we shall inform the GFSC and remind you of your rights to also inform the GFSC directly of your complaint.

Limitation of liability

Our liability to you is limited to £10 million in respect of all losses, claims or liabilities arising under or in connection with our services or the acts and/or omissions of our employees, contractors or agents.

We also shall not be liable to you for any indirect or consequential loss or damage. Also, all warranties, conditions and other terms implied by law are excluded from this Agreement.

However, nothing in this Agreement excludes or restricts our duty or liability to you under our regulatory obligations or for personal injury.

Third-party rights

These Terms of Business are enforceable only by those who have had direct dealings with us and are not enforceable by any third party, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

The headings in these Terms of Business are for convenience only and shall not affect their interpretation. These Terms of Business shall be governed by and construed in accordance with English law. If any of the provisions of these Terms of Business are held to be invalid or unenforceable in whole or in part, the validity of the other provisions shall not be affected thereby. Our staff are not authorised to vary these Terms of Business but they may be varied by us in writing from time to time.

Private Clients

Howden is a trading style of A-Plan Holdings. A-Plan Holdings is authorised and regulated by the Financial Conduct Authority (FCA registration number 310164). You can confirm our registration on the FCA website, register.fca.org.uk

A-Plan Holdings Registered Office: 2 Des Roches Square, Witney, OX28 4LE. Registered in England. Registration Number 750484

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