



FENNKAT BROKERAGE LTD

Terms of Business Agreement (TOBA)

Accepting our Terms of Business

Please read this document carefully. It sets out the terms and conditions on which we agree to act for you and contains details of our respective responsibilities. By asking us to quote for, arrange or handle your insurance, you are providing your informed agreement to these Terms of Business. This document will supersede any Terms of Business previously in force. Please contact us immediately if there is anything in these Terms of Business which you do not understand or with which you disagree.

References to “We” and “Us” means Fennkat Brokerage Ltd. References to “you” means the insured and/or their appointed agent.

The Financial Conduct Authority

Fennkat Brokerage Ltd 52-54 Gracechurch Street, London, EC3V 0EH are authorised and regulated by Financial Conduct Authority (FCA). The FCA is the independent watchdog that regulates financial services. Our permitted business is advising on, arranging, dealing in and administering non-investment insurance contracts. For clarification you can visit the FCA’s register at www.fsa.gov.uk/register/home.do or by contacting the FCA on 0800 111 6768.

Fennkat Brokerage Ltd is authorised and regulated by the Financial Conduct Authority with FCA Register number FRN 939999.

Fennkat Brokerage Ltd is an independent Insurance Broker. We act as agents for our clients and are subject to the laws of agency. However, in certain circumstances, we may also owe certain duties of care to other parties. At no time will any such other duty of care override our primary obligation to you, our customer.

Products and Services

We offer products and services from a range of composite insurers and Lloyd’s syndicates. A list of insurers we deal with is available on request. We will advise and make a recommendation for your business after we have assessed your needs. This will include the type of cover you seek together with the costs.

Certain products and services for specialists risks or more bespoke requirements may have been specifically selected from one supplier to provide a cost-effective solution to meet our customer’s needs.

Upon receipt of your instructions, we will place your insurance with insurers. Your instructions should be provided to us in writing by letter, facsimile or e-mail, in order to avoid any misunderstandings about the cover which you may have requested. We will only accept verbal instructions if immediate cover is required, but this must be confirmed in writing at your earliest opportunity. Do not assume any cover until we have confirmed to you in writing that it has been placed.

Our selection of insurers will take into account their financial standing and our understanding of the market conditions, but our assessment is necessarily subjective and we cannot guarantee the future ability of any insurer to meet policyholder obligations. If you have any concerns about security please contact us immediately to discuss the matter. We may also invite other FCA authorised brokers to quote on the insurances of our clients but only in circumstances where it is deemed to be in the client’s best interest.



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Complaints

What to do if you wish to complain

Fennkat Brokerage Ltd is committed to providing a high standard of customer service to all our customers. In the unlikely event of a **complaint** we will do everything possible to ensure it is dealt with quickly and fairly. If you do feel that you have cause to complain, in the first instance please contact our Compliance Officer either by telephone on 07711883049 or in writing to our office at 52-54 Gracechurch St, London, EC3V 0EH.

We will acknowledge your complaint promptly and explain how we are intending to handle it. In the case of an oral complaint, we request that in order to confirm its accuracy that the complaint is also sent to us in writing. The complaint will continue to be investigated in the meantime.

If we believe that the complaint does not relate to the activities of Fennkat Brokerage Ltd we will inform you both verbally and in writing within 3 working days after we receive the complaint and where possible provide details of to whom the complaint should be directed, or where it has been forwarded.

Whilst we will endeavour to investigate all complaints immediately, we undertake to give you final written response within 8 weeks of the initial complaint.

If we are unable to resolve the matter within 8 weeks we will inform you in writing. If you are an **eligible** complainant we will advise that you may refer the matter to the Financial Ombudsman Service (FOS) and will enclose a copy of the FOS explanatory leaflet. The Leaflet outlines full details of the eligibility to refer a complaint.

The FOS can be contacted on 0845 080 1800 or in writing at South Quay Plaza, 183 Marsh Wall, Docklands, London E14 9SR or at their website www.financial-ombudsman.org.uk.

A complaint cannot be registered with the FOS if:

- Less than eight weeks after the date of the complaint was received and a final response has not been given;
- More than six months after final response;
- More than six years after the event being complained about occurred.
- If you are not an eligible complainant and should you remain dissatisfied, you may have the right to refer the matter to an Approved Dispute Resolution Facility. We can provide details on request.

Definitions

- **Eligible** – Those who have a customer or potential customer relationship with Fennkat Brokerage Ltd who are either a private individual, or a Micro Enterprise. A Micro-Enterprise is an EU term covering smaller business. A Micro-Enterprise can bring complaints to the Ombudsman as long as they have an annual turnover of less than two million euros and fewer than 10 employees.
- **Complaint** - A complaint is any expression of dissatisfaction, whether oral or written, and whether justified or not, from or on behalf of a private customer about that firm's provision of, or failure to provide, a service.

Duty of Disclosure

You must disclose to us and insurers, before the contract is concluded, any fact or circumstances which is known to you or which ought to be known by you which is material to the risk. A fact or circumstance is material if it would influence the judgement of a prudent insurer in fixing the premium or determining whether he should take the risk. If you are unclear what constitutes this then please raise any queries with us



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prior to any contract commencing. Should you not act with the utmost good faith or fail to disclose any material fact or circumstance to insurers, insurers may avoid contract.

It is your responsibility to provide complete and accurate information to both us and insurers when you take out your insurance policy, throughout the duration of the policy and when you renew your insurance. It is important that all statements you make on proposal and claim forms together with any other documentation are full and accurate.

If you are unsure about any matter you should contact us for guidance. All answers on the forms and any other statements made to us by you are your responsibility. We are not empowered to amend or enter any additional information on any form. Should amendments be required we will return the form to you so that you have the opportunity to correct any amendment or entry if it is not correct.

Procedures

Prior to the conclusion of the contract you will be given a statement of demands and needs, together with sufficient information about the insurance to enable you to make a decision as to the suitability. You should read this carefully. It will set out your demands and needs and confirm whether the contract has been personally recommended and, if so, the reasons for the recommendation.

We will advise you of premiums due from you to insurers by means of debit note. This will be sent to you within seven days of the contract being concluded. As soon as cover is provided then the premium is due. Our terms of trade are shown on the cover note and debit note and we require payment or the completion of an acceptable credit agreement form and direct debit mandate within 7 days, to enable us to pay your insurers. Failure to meet the payment date may result in the automatic termination of your policy.

Insurers may impose a specific premium payment term in certain circumstances. This date together with any penalties will be clearly shown.

With certain classes of insurance a completed proposal form is required. We will be pleased to provide any advice and assistance with the completion of proposal forms, but must remind you that we are unable to complete forms on your behalf as the completion of proposal form is your duty as policyholder.

We will provide full policy documentation as soon as possible after conclusion of the contract. On receiving your documentation, we would ask you to advise us immediately if any of the documentation does not meet with your approval.

We will endeavour to provide you with renewal terms in good time before expiry of the policy, or notify you that renewal is not being invited. Attached to renewal terms will be a statement of any changes to the terms of the policy, and changes to directive required information (information required under EU directives), statement of price and information about cancellation. You will be given an explanation of any changes, where necessary and in good time, which may appear in your policy and you will be advised of your right to request a new policy statement.

Should the insurer require any midterm changes to your policy they will be notified to you in good time, prior to the change taking effect.

Your Responsibilities

It is your responsibility to ensure that any proposal forms or any other applications that we complete on your behalf are accurate and complete. You must also review confirmation of cover/policy documents supplied by us to you to ensure that they accurately reflect your requirements. If we have provided your documents electronically you can ask us for a paper copy. Particular attention should be paid to policy conditions, claims



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conditions and/or warranties (if applicable) as failure to comply may reduce or invalidate your cover. Should there be any discrepancies, you must notify us immediately.

It is your responsibility to ensure that all sums insured and policy limits are adequate. Whilst we seek to assist in establishing and maintaining insured values and indemnity limits we cannot accept responsibility for their accuracy.

Documentation

We will retain copy documents for business placed on your behalf in electronic or paper format for at least 3 years. For some types of insurance cover it is possible that a claim may be made under a policy after its expiry date and it is therefore important that you keep such documentation safely.

We may retain certain documents such as your insurance policy or certificates whilst we are awaiting payment of premiums and administrative charges. In these circumstances we will ensure that you receive full details of your insurance cover and will provide documents which you are required to have by law.

Remuneration

We are normally remunerated by brokerage, which is a percentage of the insurance premium paid by you and allowed by the insurer with whom the insurance is placed. This will include additional insurance premiums which are due by virtue of charges to your requirements during the policy term, such as midterm adjustments or as part of the policy conditions, such as wages and turnover year-end declarations.

Alternatively, we may act on your behalf for a fee, which will be disclosed to you before the policy is concluded. This may be in addition to any brokerage payable. Where we act for a fee, unless otherwise agree with you, this will normally relate to initial placing of the insurance and subsequent maintenance of the policy until renewal. As regards 'Recommended Additional Covers' and 'Recommended Additional Services', the total costs shown at the time of sale are inclusive of all relevant taxes and brokerage fees. Should you request a material midterm adjustment or series of adjustments to your insurance we may seek to negotiate an additional fee with you at the time.

In addition to client fees and/or brokerage payments we may receive remuneration by way of administrative fees or commissions for the services provided to insurers. We may also receive commissions from insurers with whom we have arranged facilities for ease of placement or certainty of market. These commissions may be contingent upon the profitability of a portfolio of business. In all such circumstances, our duty to act in the best possible interest of our customers remains paramount.

We will, if requested, disclose the amount of any commission being earned. If the exact amount cannot be confirmed, the basis for calculating such figures will be disclosed. Once our remuneration has been earned, in the event that the insurance is cancelled after inception, or where a return premium is due from insurers, our fees and/or brokerage will not usually be returnable. In circumstances where you cancel the policy within the cancellation period outlined within the Insurance Policy Wording we will return the full amount of premium and commission.

Client Money

Prior to your premium being forwarded to the insurer, and for your protection, we either hold your money as agent of the insurer, or hold it in a client bank account on trust for you in a statutory trust account with Barclays Bank PLC. The aim of the statutory trust is to protect you in the event of the failure of our firm, the failure of the bank or a third party at which the money may be held. In such a circumstance, the firm's general creditors should not be able to make a claim on client money, as it will not form part of this firm's property.



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We are not entitled to use client money held on behalf of one client to pay another clients premium before the premium is received from the other client. We may transfer client money to another FCA regulated broker for the purpose of effecting a transaction on your behalf through that broker. The fact that we will hold on trust gives rise to fiduciary duties, which will be owed to you until the client money reaches the insurer or product provider.

Any interest earned on client money will be retained by Fennkat Brokerage Ltd.

Payment of Premiums

You must pay your premiums on or prior to inception of the policy or within the timescale specified in the debit note we send you. Failure to pay premiums by the date specified may lead to cancellation of your insurances by insurers. In addition, where a premium payment warranty applies failure to pay the premiums in accordance with the warranty will result in the automatic suspension of your policies until payment is made even if the insurer chooses not to issue notice of cancellation of your insurances. The insurer will not be liable for any loss suffered during any period of suspension.

You may be able to spread your payment using a premium finance scheme through the relevant insurer or we can introduce you to a third party premium finance provider. Please note that credit is subject to status and is not guaranteed. A variable charge may apply for this and details will be provided before you make a decision to proceed with cover. You should refer to your credit agreement for full conditions, charges and consequences of default.

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

We will advise you upfront if your policy will be automatically renewed. You have the right to cancel the automatic renewal of your policy free of charge at any time. Please contact us by email or telephone if you wish to do so.

Where you opt-out of automatic renewals, please be aware that your policy will lapse and you may be left without cover. We will continue to contact you in advance of your renewal to arrange further cover where you have opted out of automatic renewals.

Conflicts of Interest

Fennkat Insurance Brokerage Ltd is part of Navana Holdings Limited. We may sometimes provide quotes and may recommend products to clients who may be in an agreement with Navana Group's entities and we will tell you if this is the case.

Navana Holdings Limited or Fennkat Brokerage Limited do not have any direct or indirect shareholdings in any insurers.

It is our aim to avoid any potential or actual conflicts of interest in our dealing with you, if a conflict does arise, we will advise you of this in writing and obtain your permission before proceeding. This agreement will not prevent us from acting for other clients who may be competitors of yours. In the event that we identify such a conflict of interest in our providing any services to you we will notify you as soon as reasonably practicable and where we are able to do so, agree how to continue to provide the services.



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Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from FSCS if we cannot meet our obligations. This depends on the type of business and circumstances of the claim. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, within any upper limit. Full and further details are available from the FSCS or at www.fscs.org.uk.

Money Laundering / Proceeds of Crime Act

United Kingdom money laundering regulations require us to obtain evidence of the identity of clients for whom we act at the start of a business relationship. For companies, evidence of identity will usually comprise a copy of certificate of incorporation, a list of directors, a list of shareholders and the registered address. We observe sanctions legislation in the territories in which we operate. We will use information about you and others named on your policy to check information against UK and other sanction lists.

We are obligated to report to the Serious and Organised Crime Agency (SOCA) any evidence or suspicion of money laundering at the first opportunity and we are prohibited from disclosing such a report.

If you require payment to be made to a third party then you must confirm the required payees name and details and provide a brief explanation to your request.

Use of Personal Data

We are committed to protecting your personal information. We will use personal information about you fairly and lawfully, primarily in connection with the provision of insurance. Full details can be found in our Privacy Notice at www.fennkatbl.co.uk which specifies the information we may collect on you and from whom, how and why we use this information, how we may share and disclose the information and the retention of your data. In some instances we may need to seek your consent before processing such data. We will always make it clear to you when and why we are seeking your consent. A hard copy of the Privacy Notice is available on request.

We are registered with the Insurance Commissioner's Office (ICO) – you can check this at www.ico.org.uk.

Instructions to incept or renew a policy can only be taken for the policyholder. If you wish to nominate someone to give instructions on your behalf in respect of mid-term adjustments to an existing policy – we require prior notice in writing.

Cancellation

We will advise you whether you have the right to cancel the policy and the conditions for exercising these rights prior to conclusion of any insurance policy. Full details of cancellation right, notice periods and premium implications can be found in your policy document. Notice of cancellation of any statutory cover for which a certificate has been delivered must be in accordance with the conditions stated in your policy document.

Where a policy is declared void by the insurer or cancelled, other than during any cooling off period, we will retain any fees and commission for the full policy period. If we cancel a policy due to non-payment, we reserve the right to recover any discounts allowed by us during the term of your policy after cancellation.

Claims

It is imperative that claims, or circumstances which may give rise to a claim, are notified to us and/ or the underwriting insurer immediately. All relevant policies describe in detail the procedures and conditions in relation to making a claim.



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For as long as you remain a customer of Fennkat Brokerage Ltd, we will provide an efficient claims handling service.

Should you cease to be a customer for whatever reason, but wish us to handle a claim on your behalf we reserve the right to charge a fee for our service should we agree to handle such claims. These fees will be advised and agreed with you before we proceed with the claims process.

Governing law and language

The relationship between us as broker and you as customer is governed by English Law. If there is a dispute which cannot be resolved under our complaints procedure, it will only be dealt with in the courts of England and Wales.

These terms of business are supplied only in the English language and all communications for the duration of our appointment will be in the English language unless, if you are a customer in a European Economic Area state other than the United Kingdom, you require otherwise.

Severability

If any provision of these Terms of Business is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms of Business and the remainder of the provision in question will not be affected

Rights of third parties

No provision of these Terms of Business will be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person other than you or us.

Termination of the Agreement

This agreement may be terminated at any time by mutual consent or by the other party giving 7 days' notice in writing. In the event that the insurance is cancelled after inception, our fee and/or brokerage will not usually be returnable.