PENK INSURANCE SERVICES LTD
Unit 2 Chatsworth Technology Park, Dunston Road,
Whittington Moor, Chesterfield, S41 8XA

TERMS OF BUSINESS AGREEMENT (TOBA)

This TOBA sets out our terms and conditions and is effective once it is received by you and will remain in force until we issue a revised version. We request that you read the TOBA carefully, in conjunction with other correspondence, so you understand the basis of our services and charges.

Material information we will need from you:

We will ask you a series of questions to establish your demands and needs and it is important that you answer all questions honestly and provide us with full information and provide us with all documentation requested. It is important that you understand that any information, statements, or answers made by you to us, or your insurer, are your responsibility. Failure to do this may lead to you buying an inadequate policy, the insurer not paying a claim, or the policy being cancelled or made void. If you are unsure of a question, please ask the handler to explain what is needed from you. Your answers will form the basis of the insurance contract that we arrange for you. It is important that we obtain full details from you to prevent an insurer requiring an additional premium, cancelling, or voiding your policy or declining your claim. If any information supplied changes during the policy period, you must notify us immediately as this may influence the cover and policy terms and conditions.

Commercial Customers – Your Duty To Make A Fair Presentation Of Risk

Where insurance is arranged wholly or mainly for the purpose of your trade, business or profession you are classed as a "Commercial Customer" by the Financial Conduct Authority (FCA) and you will have an important duty of disclosure with a "Duty To Make A Fair Presentation Of Risk" to us and your insurer. Details of this important disclosure requirement can be found in the insurance documents we have provided you with.

Our quotation to you:

We will seek quotations from a range of insurers. Certain products may be offered on behalf of a limited range of insurers and where this applies, we will provide you with the names of the Insurers if you request them. Other products may be offered on behalf of a single insurer who will be named on correspondence and on your documents. Once we have all the relevant information, we will advise you and make a recommendation which is based on your demands and needs and the information provided by you. All premiums quoted are subject to the current rate of Insurance Premium Tax (IPT) as defined by HM Government and as stated on the documentation provided to you.

Evidence of No Claims Bonus (NCB):

Your insurance will be arranged allowing a discount on the amount of NCB which you have declared to us and which has been earned by you on a previous policy and which will be used on the insurance we have arranged for you. You will be required to supply suitable & acceptable evidence of NCB from your previous insurer (within the timescale stipulated, usually within 21 days). If evidence of NCB is not received within the required period, the policy may be cancelled, or you may be required to pay the difference in premium (not allowing the NCB discount). If the policy has to be cancelled as a result of failure to provide NCB proof or you failing to pay an increased premium, you will be asked to pay for the time you have been insured ("time on risk charge") based on the total gross premium plus we will make an additional charge for the cancellation of the policy (refer to "Our Fees & Charges" on Page 2)

Premium received from you:

Any monies we collect from you or refunds due to you are held in a non-statutory trust client account pending payment. Payments may be made via finance agreements and we will treat these in the same way or you may pay insurers directly via direct debit. The establishment of a non-statutory trust follows regulatory rules to protect client money held by authorised intermediaries. Under these rules we are permitted to use monies temporarily held to advance credit to any other clients generally. Any interest payments on this account remain ours. Failure to maintain payments may result in cancellation of your policy.

Our Fees and Charges:

Retail customers (ie - private car, home, travel etc)

We are normally remunerated by commission. Where inadequate commission is available, we may charge you a fee up to a maximum of £75.00. We will tell you if this is the case. We reserve the right to retain commission in respect of any premium refund made by insurers.

Mid-term alteration charge: £40.00
Cancellation charge: £50.00 (additional to the cancellation charge applied by the insurer)

Commercial customers (ie - business insurance, including commercial vehicles & taxis, and landlords etc)

We are normally remunerated by commission. Where inadequate commission is available, we may charge you a fee. We will tell you if this is the case. If you are a commercial customer, you are entitled to ask us to disclose the amount of commission that we will receive in respect of any policy you take out. We reserve the right to retain commission in respect of any premium refund made by insurers.

Mid-term alteration charge: £75.00
Cancellation charge: £75.00 (additional to the cancellation charge applied by the insurer)

Retail and Commercial customers

Duplicate documents (in addition to any insurer charge): £10.00 (if sent by email) or £15.00 (if sent by post)
Duplicate no claims bonus (in addition to any insurer charge): £10.00 (if sent by email) or £15.00 (if sent by post)
Finance re-setup charge: £45.00
Recorded delivery or Special Delivery charge: £35.00
Credit card payment transactions: No charge
Debit card payment transaction charge: No charge

Where you choose to pay your premium by instalments, we use a single Finance Provider selected from a limited panel, and we may receive a commission payable by the lender.

Finance and Credit checks

Where your insurance has been arranged on finance, we will advise you of the name of the finance provider, the initial amount required, the interest chargeable and the terms & conditions. We will also advise you of the amounts you will be required to pay and when; and you should be aware that certain Insurers and Finance providers may carry out credit checks when arranging your insurance. Please read the information provided by your finance provider carefully, including the cancellation arrangements, in conjunction with our Terms of Business Agreement and your Insurers information. We receive income from the finance provider for arranging your insurance payments with them.

Cancellation:

You may have certain rights in relation to the cancellation of your policy and these are shown in the Insurer's documentation provided. Cancellation terms vary by Insurer, and it is recommended that you read this section carefully. It is to be noted that cancellation refunds are not given if a claim is made on the policy or is unsettled at the time of cancellation (ie the entire premium is payable). Cancellation charges vary from insurer to insurer. Some insurers cancel on a pro-rata basis and some on a short-period basis (a higher percentage of the premium is charged). We do not refund commission, or any fees charged (even if cover has not yet commenced) as these are earned on the arrangement of the policy. A cancellation charge of £50.00 (Retail customers) & £75.00 (Commercial customers) will be made by us to cover the cost in the cancellation of the policy, even where cover has not yet started.

Agreement to undertake database checks:

Insurers, finance providers and Penk Insurance may need to carry out checks against insurer databases and government databases when arranging your insurance. These may include credit checks, anti-fraud checks, claims underwriting exchange (CUE) checks, DVLA driving license checks and other data information checks. By receiving this TOBA you agree to these checks being carried out. Please read the information provided by your insurer, finance provider and our TOBA.

Tacit Renewal:

If your renewal is paid by insurer direct debit, we will notify you prior to the renewal date of the premium and terms and conditions that will apply. Unless we hear from you prior to renewal date, your policy will be renewed, and payments will continue to be taken from your account as advised.

Complaints Procedure:

It is our intention to provide you with the highest possible level of customer service at all times. Should we not meet your expectations, we have a complaints procedure, which is explained below. Should you wish to complain please contact
Nikki Thornton either: in writing: Unit 2 Chatsworth Technology Park, Dunston Road, Whittington Moor, Chesterfield, S41 8XA
or by telephone: 01246 558844. Should you not be satisfied with our final response, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS) within six months of the date of our final letter: For more information please visit: www.Financial-ombudsman.org.uk/.

Consumer Vulnerability:

As a regulated firm we are required to make the necessary enquiries to ensure that you are able to meet any payments to the Insurer, finance provider and our administration fee or charges. We are also required to have in place systems and controls and disclosure information, which ensures that you are receiving the product which best suits your demands and needs and that you have received a full explanation of each product before you proceed with your purchase. If you require additional information or explanation, we ask that you request this when seeking a quotation and / or when purchasing insurance.

Financial Services Compensation Scheme (FSCS):

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Full information is available on the FSCS site www.fscs.org.uk.

Financial Crime:

Please be aware that current UK money laundering regulations require us to obtain adequate 'Know Your Client' information about you. We are also required to cross check you against the HM Financial Sanctions List as part of the information gathering process. We are obliged to report to the National Crime Agency any evidence or suspicion of financial crime at the first opportunity and we are prohibited from disclosing any such report. We will not permit our employees or other persons engaged by them to be either influenced or influence others in respect of undue payments or privileges from or to insurers or clients.

Confidentiality and Data Protection:

We will treat all customers' information in a confidential manner and will ask you a set of questions to ensure that we are speaking to the policyholder only. We are not authorised to speak to another person in relation to your insurance and will decline any request for information or to make alterations to your policy unless we have a legal mandate to do so. We can only take instructions to effect or alter a policy as instructed by the Policyholder or their legal representative. You have certain rights in relation to how and when we may contact you and we will ask you a series of questions to determine which means you wish to receive communications from us. You also have the right to be forgotten and should you request this option, we will explain what this means to you. Data held about you is secure and complies with GDPR rules. Details of any credit or debit card used in connection with the arrangement of your insurance will not be held by us on computer or file and will not be passed to a third party. Your information will not be shared with other parties for marketing purposes. Your details will be held in compliance with the General data Protection Regulation (GDPR)..

Law:

This agreement shall be governed by the Laws of England and the parties agree herewith that any dispute arising shall be subject to the (non) exclusive jurisdiction of the relevant Court.

Regulation:

Penk Insurance Services Ltd of Unit 2 Chatsworth Technology Park, Dunston Road, Whittington Moor, Chesterfield, S41 8XA is authorised & regulated by the Financial Conduct Authority (Number 308744). You can check this on the FCA website www.fca.org.uk/register.

Solvency of Insurers:

We use all reasonable skill and care to protect your interests and monitor the security of the insurers or managing agents on behalf of Insurers with which we transact business using information available in the public domain. However, we can give no guarantee nor warrant the financial stability of Insurers/MGA's and we accept no liability for any financial losses or increased costs suffered by you arising from their financial insecurity. NOTE – If an Insurer/MGA who has granted risk transfer to us becomes insolvent, any related premiums we hold for that Insurer/MGA are deemed to have been paid to them and will not be returnable to you. In the event of an Insurer/MGA insolvency you may still have a liability to pay the premium. We do not accept any liability for any unpaid amounts in respect of claims or return premiums due to you from an Insurer/MGA that becomes insolvent or delays settlement. You will also additionally have the responsibility for the payment of premiums if you require replacement security/cover.

Choice of Non-UK Insurer:

If you have chosen a non-UK based insurer, we have explained that they operate in the UK under EEA Passport rights and are registered with the FCA.

Limit of liability:

Our liability for losses suffered by you as a direct consequence of any negligent performance of our services shall be limited in all circumstances to the limit of our Professional Indemnity which is £5,000,000 per claim. In respect of any other claim arising out of our performance or non-performance of the services hereunder our liability shall be limited to the amount of commission and fees that we have received for arranging your insurance cover during the 12 month prior to such claim arising. We shall not be liable to you for any pure economic loss, loss of profit or loss of business, whether direct, indirect or consequential, or any claims for consequential compensation whatsoever that arise out of or in connection with our services or this agreement. Nothing in this paragraph excludes or limits our liability for death or personal injury caused by our negligence, or for loss caused by or fraud, wilful misrepresentation or breach of regulatory obligations owed to you. You may contact us to discuss increasing the limitations of our liability and/or varying the exclusions set out above. Please note however that an additional charge and other terms may apply should we agree to amend this clause.

Company/Name

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Date

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Signature

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Print name

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