Terms of Business Agreement (TOBA)

Fenland District Brokers Limited (**we/us/our**) is an appointed representative of Acrisure Eleven Network Limited (FRN 314593) ("**Acrisure**"). This TOBA sets out the basis on which we will provide business services to you as our client. It also sets out our regulatory and statutory responsibilities to you.

This TOBA applies exclusively to our placement of any insurance on your behalf. Nothing in this TOBA shall affect the terms of your insurance policy, which shall remain subject to the terms of the relevant policy, and related documents.

Please contact us immediately if there is anything in this TOBA which you do not understand or with which you disagree. We are happy to answer any questions and willing to explain these terms and the reasons for them. You may take your own legal advice if you wish.

YOU ARE DEEMED TO HAVE ACCEPTED THIS TOBA WHERE YOU ACCEPT OUR SERVICES FROM US.

Contact details:

Appointed Representative

Name : Fenland District Brokers Limited

Address: St George's House, 14 George Street, Huntingdon, Cambridgeshire PE29 3GH

T: 0808 175 3050

E: m.kreling@fdbltd.co.uk

FRN: 975697

Our Principal:

Acrisure Eleven Network Limited

Hanover House 30-32 Charlotte Street Manchester M1 4FD

T: 0161 300 6666

E: brokingteam@eleven-network.co.uk

FRN: 314593

About us

Fenland District Brokers Limited is an appointed representative of Acrisure which is directly authorised and regulated by the Financial Conduct Authority as an insurance intermediary.

You can check these registration details for us and our Principal online using the Financial Services Register at:

https://register.fca.org.uk/s/ or by contacting the FCA Consumer Helpline on 0800 111 **6768.**

Our Principal is authorised by the FCA for credit broking when arranging insurance premium finance.

Our scope of service

We are permitted to arrange, advise on, deal as an agent of insurers and clients, assist in claims handling, in respect of non-investment insurance policies. As our client, we generally act on your behalf in arranging your insurance, but we'll make clear at the outset whether we are acting for you or, for the insurer, in a specific circumstance.

We do not act for you on behalf of, or as agent for, any third party; any insurance products are offered to you as the policyholder only.

We are open market brokers offering a wide range of insurance products. We have access to leading insurers and we are not tied to any specific insurer(s). When we arrange your insurance, we'll inform you of the nature of the services we will provide to you. This will usually be either: -
a personal recommendation to buy the policy, based on a fair and personal analysis of the market.

a personal recommendation to buy a policy we select from one or more insurance undertakings (not based on a fair and personal analysis of the market) in which case we will provide the names of those insurance undertakings.

information about a policy from one or more insurance undertakings without giving you advice or a personal recommendation, in which case we will provide the names of those insurance undertakings.

advice only, with or without a personal recommendation

Your duty of disclosure
Consumers
You must take reasonable care not to make any misrepresentation to the insurer. This means that all the answers you give and statements you make as part of your insurance application, including at renewal and if/when any amendment to your policy is required, should be honest, complete, up to date and accurate.
If you deliberately or carelessly misinform the insurers, this could mean that part of or all a claim may not be paid, it may invalidate the rest of your policy without any refund of any premium paid, and may affect your ability to get insurance cover in future.
Non-consumer customers
Where we arrange insurance wholly or mainly for purposes related to your trade, business, or profession, you have a duty under The Insurance Act 2015 to make a fair presentation of the risk. This means that you must disclose every material circumstance which you and/or your senior management and/or anyone responsible for arranging your insurance know or ought to know. Alternatively, you must disclose enough information which would put the insurer on notice that they need to make further enquiries for the purpose of revealing those material circumstances. You are expected to carry out a reasonable search to make a fair presentation of the risk and will be deemed to know what should reasonably have been revealed by the search.
Your duty of fair presentation applies at all times in all dealings with us and/or your insurer, including at the start of the policy, at renewal and when any variation of the policy is arranged. If you fail to make a fair presentation, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances.
Conditions precedent
You must pay particular attention to any conditions precedent that appear in the policy. If you are unable to comply with any such conditions, the insurer will not come on risk and this will invalidate your policy, cover may lapse (in whole or in part) and the insurer may not be liable for any loss(es) that may occur.
If any premium is not paid on time (in whole or in part), your policy may be invalidated and/or cancelled.
How to cancel
Please contact us immediately if you wish to cancel any insurance policy we have arranged for you. If you are dealing as a consumer, you may have a right to cancel a policy without additional charge within the first 14 days.
Please refer to your policy summary or your policy document for further details on your cancellation rights. If you cancel within this initial cancellation period (where this applies), where you have paid your premium in full, in advance, you will receive a proportionate refund of premium from the insurer

to reflect their time on risk from policy inception to cancellation. For premiums paid by instalments, you will only receive a pro-rated refund against part premiums paid, and administration charges may exceed refunds payable to you (in which case, a further payment from you may be required).
Insurers may make an administrative charge for cancellation. We may also charge an amount which reflects the administrative costs of arranging and cancelling the policy. Charges not already paid will be deducted from any pro-rated premium refunded to you.
If you cancel after the initial cancellation period, you may not receive a pro-rata return of premium, depending upon the practice of the insurer. Your policy wording will state the return premium that will be granted, depending on when you cancel your policy.
Upon cancellation of the policy, all fees charged by us or third parties for inception, renewal or mid-term adjustments remain payable in full, if not already paid. All commission earned by us prior to cancellation of the policy is also retained.
Refunds shall typically be made to you via the same method of payment in which the premium was paid to us, in the currency in which the premium was paid. However, we may require bank details to make refunds via BACS if needed.
Details of all the amounts we charge will have been provided to you either before you accepted the policy or notified to you when you cancel the policy.

Protecting your information

Any personal data we obtain in connection with our services to you shall be processed in accordance with our Privacy Notice. Please read our Privacy Notice carefully which can be found at our website at https://eleven-network.co.uk/privacy/ and contact us immediately if you have any queries. If you are not sure about how we process your personal data, you must not provide your personal data to us until you have received the required clarification. You must direct all relevant data subjects to our privacy notice, and you must ensure that you have the necessary permissions and procedures in place to ensure compliance with applicable data protection laws prior to sharing such personal data with us.
We require your personal data to broker your insurance policy. Your personal information includes all the details you have given us to process your insurance policy (we will not ask for more information than is necessary). Personal data may be shared with third parties (including other group companies) in accordance with our privacy notice, including where required to do so for us to provide, manage and improve our services and those of the wider group, or where we have appointed third parties to manage our business, in accordance with this TOBA and/or applicable law. Your data may be transferred outside the UK. We will not sell, rent or trade your data with any third party under any circumstances.
Such personal data will also be used to manage future communications between you and us. Where you have agreed, or as otherwise permitted by applicable data protection laws, such personal data will be used to provide you with further information about our wider products and services.

How to claim

Please refer to your policy summary or your policy document if you need to notify us of any claim at any time. You should contact us or the insurer directly as soon as you become aware of any incident which could give rise to a claim. Failure to promptly notify could invalidate or delay the processing of any claim. If in doubt about whom you should contact, or if you require our assistance in relation to a claim or potential claim please contact us on the details provided within this TOBA.

Our fees and charges

We may charge you for the work incurred in handling your insurances. Exact amounts that we receive are available on request.
The remuneration we receive comprises either a fee or a brokerage (paid as a % of the insurance premium paid or payable to your insurer) or a combination of the two. These charges apply if you instruct us to arrange insurance, carry out a mid-term adjustment, renewal, cancellation or other work on your behalf. Any additional charges, if applicable, will always be agreed in advance.

We may also make individual administration charges to cover costs associated with administering insurance. Such charges will be notified to you in your quote letter, or otherwise before you become liable to pay them. We may also receive payments from insurers for work transferred to us, which we do on their behalf (i.e. binding cover, producing and issuing policy documents and settling claims). We may also receive payments for providing consulting, data analytics and other services from time to time.
We may also receive payments from third parties in connection with arrangements such as premium finance facilities.
If you pay your premium by instalments, we shall inform you of any additional fees, charges, or interest as part of your credit arrangements.

Our earnings

In return for placing business with insurers, underwriters or other product providers, we receive earnings from them which is calculated as a percentage of the premium payable to such product provider in relation to your policy, in the form of commission and/or brokerage.
When we sell you a policy the insurer pays us a percentage commission from the total premium that you are charged. If the type of policy we sell reaches specific profit targets, the insurer may also pay us an additional "profit" bonus. In some cases we do not receive any commission and will charge a fee for the services provided.
You may, at any time, request information regarding any commission which we may have received from placing your insurance business or arranging premium finance.
Please be assured that at no time will the way in which we are remunerated conflict with our responsibilities to meet your needs and treat you fairly.

Protecting your money

Prior to your premium being forwarded to the insurer (or forwarded to you in the event of a premium refund) Our Principal will generally hold your money as an agent of the insurer with which we arrange your insurance. Where Our Principal holds the premium as the agent of the insurer it is regarded as received by the insurer.
If Our Principal is not acting as an agent of the insurer when in receipt of your premium, it shall be held as client money in trust for you within a client bank account with an approved bank. The Principal's client bank account(s) may contain other clients' money and money it holds as an agent of insurers. In line with strict FCA rules, the client bank account(s) is/are rigorously monitored to segregate and safeguard client money. Our Principal reserves the right to retain interest earned on its client bank accounts.
Our Principal can advance credit to other customers from monies it holds in a non-statutory trust client bank account. A copy of the trust deed under which the non-statutory client bank account has been established is available on request.
Your premiums may be transferred to the insurer through another party, such as a broker or underwriting agent for effecting a transaction.
By accepting this TOBA, you agree to us and Our Principal handling your money in this way. Please notify us immediately if you have any objection or query.

Limitation of liability

Our total aggregate liability to you arising under or in connection with this TOBA, including liability in contract, tort (including negligence), misrepresentation, restitution, breach of statutory duty or otherwise, shall not exceed £1,000,000. Nothing in this TOBA limits any liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation.
We are not liable to you for any loss of profits, loss of sales or business, loss of goodwill, business interruption, loss of revenue, indirect or consequential losses, or any losses arising out of or in connection with any act or omission by you or any third party at your direction, including any breach of this TOBA, or by you providing false, misleading, inaccurate or incomplete information.

Complaints
It is our intention to provide a high level of service to all of our clients. However, if something has gone wrong and you have reason to make a complaint about our service you should first contact us directly either using the contact details within this TOBA, or with the person handling your account. Our complaints procedure is available online at https://eleven-network.co.uk/complaints/ and final responses with an outcome and details of how to escalate are provided within 8 weeks. If we are unable to resolve your complaint, you should contact Acrisure.
If, after making a complaint to us and/or Acrisure, you may refer the matter subsequently to the Financial Ombudsman Service ("**FOS**"). You can contact FOS on 0800 023 4567 or online and further information is available at **http://www.financial-ombudsman.org.uk/**. If you refer any matter to FOS, your legal rights will not be affected and we or Acrisure may be required to transfer our files to FOS (which we will do without your consent).
We will provide a summary of our complaints handling procedures should you make a complaint which we cannot resolve informally and at any other time, upon your request.

Compensation arrangements
The services we provide to you as an Appointed Representative are covered by the Financial Services Compensation Scheme ("**FSCS**"). You may be entitled to compensation from FSCS (subject to applicable limits) if we cannot meet our obligations to you. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit.
For compulsory classes of insurance, insurance advising, and arranging is covered for 100% of the claim, also without any upper limit. The FSCS does not apply to consumer credit. Further information about compensation scheme arrangements is available from the FSCS on: - 0800 678 1100 or 020 7741 4100 or by visiting **https://www.fscs.org.uk/**

Money laundering/Proceeds of crime
We must verify the identity of all clients for whom we act before, or at the outset of, our business relationship with you. To do this, we will typically require a certified copy of your current signed passport together with two recent, up to date, utility bills or bank statements confirming your name and address. We may contact you to request this information and we ask that you respond promptly, as we may be unable to arrange or continue your insurance until verification is complete.
We are obliged to report to the National Crime Agency any evidence or suspicion of money laundering or terrorist financing at the first opportunity and we are prohibited from disclosing any such report or notification to you.

Prohibited and restricted business
We must also comply with applicable trade and economic sanctions regimes, which limits certain services we can provide. We will not provide any services to you, including collecting your premiums or paying your claims, if you or anyone insured under your policy has any connection with a Designated Territory, or if doing so would risk breaching any applicable sanctions laws or regulations. For this TOBA, "Designated Territory" means any country, region or territory subject to trade or economic sanctions under the laws or regulations of the United Kingdom, the European Union, the United Nations or the United States of America, including as at the date this TOBA was last revised: Cuba, Iran, North Korea, Syria, the region of Crimea, the Donetsk People's Republic region of Ukraine, the Luhansk People's Republic region of Ukraine, and the non-government controlled areas of the Kherson and Zaporizhzhia oblasts of Ukraine.
In addition, we shall not provide any services to you, including receiving or holding your premiums or paying your claims, if you or any person insured under your policy have any direct or indirect relationship with Cuba or Iran. We may notify you in writing of any additional territories to which this restriction applies from time to time, giving not less than 30 days' prior written notice.
You must notify us immediately if you or any person insured under your policy have, or may have, any relationship with any Designated Territory or any other sanctioned country. Failure to notify us may affect the validity of your cover and our ability to handle any claim you make.
Please contact us immediately using the contact details set out in this TOBA if you are unsure whether any of the above restrictions apply.

Adequacy of insurance values

You (as the policyholder) must ensure that all sums insured, and all applicable coverage, claim and policy limits are adequate for your needs. Whilst we seek to assist in establishing and maintaining insured values and indemnity limits, we cannot accept responsibility for their accuracy. It is strongly recommended that the appropriate Professional (e.g. Surveyor/Accountant) be consulted to ensure that the sums insured and limits under the policy are suitable for the risks you are insuring. Under-insurance in the event of a loss may lead to the claim not being met fully.

Conflicts of interest/Customers' best interests

As insurance brokers we generally act as your agent in advising you, arranging your insurance and assisting you in the event of a claim; we will always act honestly, fairly, and professionally ensuring your best interests are our priority. In certain circumstances we may act for and owe duties of care to insurers and/or other parties.

Where we become aware of any actual or potential conflict of interest with our duty to you, we will inform you of the situation and the options available to you before we proceed.

Insurer security

The insurers we use are regulated and are required to have adequate capital resources. However, we cannot guarantee the solvency of any insurer we place business with. An insolvent insurer may be unable to pay claims or may be unable to pay them in full and you may have to pay a further premium to pay for alternative insurance cover.

Termination

You or we may terminate our authority to act on your behalf in connection with your insurance arrangements at any time. Notice of termination must be given in writing and will be without prejudice to the completion of any transactions already commenced. Any business currently in progress will be completed unless we receive instructions to the contrary.

Any premiums or fees outstanding will become payable immediately. In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice in writing.

Law and jurisdiction

This TOBA shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Amendments

We may vary this TOBA at any time, with or without notice to you. Please check back regularly to ensure you are aware of the updated terms that apply as this TOBA may have changed since you initially took out your policy, and any subsequent changes will be binding on you.

Assignment

We may assign or transfer our rights under this TOBA to any third party at any time, with or without notice to you. We act on your behalf; not on behalf of any third party.