



TERMS & CONDITIONS

v1.4 - 23rd October 2018

PURPOSE

This document details the Terms & Conditions for the relationship between Hokodo and its users.

Hokodo Terms & Conditions

Last updated: 23rd October 2018

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1. Introduction and scope

The aim of this document is to outline the terms by which Hokodo Services Limited (henceforth referred to as “**we**” or “**us**”, “**our**”) will generally engage with the users of **our** services (henceforth referred to as ‘**you**’ or ‘**your**’), those services including **our** website and - in particular - **our** quote-and-bind process and the policy administration portal which we make available to our insurance carriers.

By accessing **our** website, **you** are agreeing to be bound by this agreement, all applicable laws and regulations, and agree to be responsible for compliance with any applicable local laws. If **you** do not agree with any of these terms, then **you** are prohibited from using or accessing **our** services.

Other applicable documents

Insurance policy

As and when **you** accept an insurance quote from **us** and payment is cleared, the policy becomes active and **you** become an insured customer. At that point, the policy document and any subsequent policy documents should also be referred to in order to understand the contractual arrangements between **us** and **you** as the insured.

If there is an inconsistency between these Terms & Conditions and a policy document, the policy document prevails.

Cookie policy

Please refer to **our** [cookie policy](#) for information regarding which cookies we use on our website and how to disable them.

Privacy policy

Please refer to **our** [privacy policy](#) for information regarding the basis on which **we** process Personally Identifiable Information.

Information about us

We are a company registered in England and Wales (registration number: 11351988). **Our** registered address is 20-22 Wenlock Road, London, N1 7GU20. **Our** trading address is Ropemaker Street, London, EC2Y 9AR. **Our** contact details are provided on our website.

We are an Appointed Representative of Innovative Risk Limited (Financial Services Register reference number 609155), a firm authorised and regulated by the Financial Conduct Authority. **Our** Financial Services Register reference number is 810392.

2. Limit of liability

Outside the scope of **your** insurance policy, **we** are not liable to **you** for any loss arising in relation to **your** use of **our** services, except for loss caused by **our** own negligence or wilful misconduct. In the event that **we** are liable, the limit of **our** liability shall be the value of the insurance premium you have paid to us.

You will be liable to **us** and identify to **us** any breach of these Terms & Conditions that **you** make. **You** will be liable for any consequential loss or damage **we** suffer as a result of such breaches.

3. Using our services

We provide business-to-business insurance solutions, which protect **your** transactions. **We** will provide **you** with quotes for **our** products; process **your** payments; issue policies on behalf of **our** insurance carrier(s) and administer **your** policies, including - where appropriate - administering claims.

Obtaining a quote

Our service will provide **you** with the ability to buy insurance via **our** quote-and-bind process. As a customer, **you** understand that any quotation provided by **us** for a premium is valid only for a limited period and only while **you** have the page open with the quotation on the screen or as **we** may otherwise indicate to **you**. **We** do not warrant that **we** will disclose any information regarding the basis for quote decisions and pricing.

Credit checks

In order to offer a quote, **we** may use data from a variety of sources including credit reference agencies and other organisations. The information is used to tailor a price and to help prevent fraud. If **you** have any questions about this or any other matter, please do not hesitate to contact **us**.

Accepting a quote and payment

When you accept the terms of a Policy, **you** will need to pay an insurance premium. All payments are taken through a third-party payments process or payment service provider. Part of the premium may be used to pay a commission due to us and our introducers where applicable.

Our financial arrangement(s) with our insurance carrier(s) are on a 'Risk Transfer' basis. This means that - through our principal, Innovative Risk Limited - we act as agents of the insurer in collecting premiums. In these circumstances such monies are deemed to be held by the insurer(s) with which your insurance is arranged.

From time to time we may work with third parties ("Credit Companies") to offer you the ability to pay for Premiums in instalments depending on the nature of the Policy. In this instance, the terms and conditions of the relevant Credit Company will apply and we may assist the Credit Company.

Claims handling arrangements

You should take note of the required procedures in the event of a claim, which will be explained in the policy documentation. **You** agree to use best endeavours to provide **our** claims administrator with all information related to any claim affecting **you** or incident involving **you** that may affect a policy.

Your responsibility to provide accurate information

You are responsible for answering any questions in relation to any proposal for insurance cover honestly and to the best of **your** knowledge, providing complete and accurate information.

If **you** fail to disclose information, or misrepresent any fact which may influence the insurer's decision to accept the risk or the terms offered, this could invalidate the policy and mean that claims may not be paid. **We** are not liable for any acts or omissions resulting from **your** failure to provide accurate information.

Your responsibility to keep us up to date

It is **your** responsibility to keep **us** up to date on any changes to **your** personal details such as (but not limited to): name, address and contact details.

Your responsibility to understand all insurance documents

It is important that **you** read all insurance documents issued to **you** and ensure that **you** are aware of the cover, limits and other terms that apply. Particular attention must be paid to any warranties and conditions as failure to comply with them could invalidate **your** policy or mean that claims may not be paid.

Cancellation

You may be entitled to cancel a Policy purchased from **us** under certain circumstances. If **you** would like to do so, please contact **us** at service@hokodo.co, or using any of the contact channels on **our** website (www.hokodo.co).

Financial services compensation scheme

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if **we** are unable to meet **our** obligations under your policy. If **you** were entitled to compensation under the scheme, the level and extent of the compensation would depend on the nature of the policy. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their website: www.fscs.org.uk.

Our customer portal

Following the purchase of **your** first policy with **us**, **you** will be invited to create a user account on **our** website where the policy documents will be made available and **you** can manage **your** policies. **We** will ensure that **you** receive full details of **your** insurance cover and **we** will provide **you** with any documents that **you** are required to have by law.

In order to use the customer portal, **you** will need to register for a Hokodo account, or to sign in to **your** existing Hokodo account. **You** must keep **your** Hokodo account password confidential. **You** must not disclose **your** password to any third party. If **you** know or suspect that anyone other than **you** knows **your** password, **you** must promptly change **your** password and notify **us** at support@hokodo.co

Your access to our website

We do not guarantee that **our** website, or any content on it, will always be available or uninterrupted. From time to time, **we** may need to deploy or provide patches, updates, upgrades, additional content or other modifications to **our** website which may result in the website being temporarily unavailable. **We** will take reasonable measures to minimise the impact of any updates and upgrades on **your** use of the website, and where possible provide advanced notice of any updates and upgrades which may impact the use of our website.

While **we** take reasonable precautions to prevent the existence of computer viruses and/or other malicious programs on the website, **we** cannot guarantee that there will not be any.

4. Complaints

We are committed to providing the highest standards of service to **our** users. Should **you** be dissatisfied with any aspect of **our** performance, please follow the procedure set out below, so that **we** can address and resolve **your** complaint as quickly and effectively as possible. Contact **us** either by telephone, email or in writing and provide details of **your** complaint, including copies of any relevant documentation at:

Hokodo Services Limited
20 Ropemaker Street
London
EC2Y 9AR

Email: support@hokodo.co
Telephone: +44 (0)20397 41620
Web: www.hokodo.co

Within 2 business days of receiving your complaint, **we** will acknowledge receipt of your complaint. Within 14 business days of receiving your complaint, **we** will either provide **you** with a written response dealing with all aspects of the complaint, or will inform **you** of **our** progress in investigating it. If **we** have not provided **you** with a full written response within 28 business days, **we** will inform **you** of the progress of **our** investigations and give **you** an estimate of the date when **we** expect to provide **you** with a full written response. At any time during **our** investigation, **we** may request additional information in relation to **your** complaint.

Should you remain dissatisfied, following this process **you** may -- if **you** wish -- refer **your** complaint to the insurer who has underwritten your policy. Details of who that insurer is, and how to contact them, will be provided on your policy document.

If **your** complaint is not resolved to **your** satisfaction by the above process, and **your** business has a group annual turnover of less than €2 million (or equivalent in GBP(£) at the time of the complaint)

and fewer than 10 employees then **you** may refer your complaint to The Financial Ombudsman Service:

FOS
Exchange Tower
London
E14 9SR

Email: complaint.info@financial-ombudsman.org.uk
Tel: +44 (0)800 023 4567
Web: www.financial-ombudsman.org.uk

You may wish to consult the information leaflet “Your Complaint and the Ombudsman”, which is available from the Financial Ombudsman Service for details of the applicable procedure.

8. Other matters

Please refer to **our** website for **our** latest copy of these terms and conditions.

We will do **our** best to resolve any disputes over these Terms & Conditions and **your** use of **our** services. These Terms & Conditions shall be governed by and construed in accordance with English law. In relation to any legal action or proceedings arising out of or in connection with these Terms & Conditions, both parties irrevocably submit to the non-exclusive jurisdiction of the English Courts.

You are responsible for regularly checking for emails from **us** and to ensure **our** emails are not sent to a junk mail folder.

We reserve the right to refuse the use of **our** service or a part of **our** service to any user at **our** absolute discretion.

If any part of these Terms & Conditions is disallowed or found to be ineffective by any court or regulator, the other provisions shall continue to apply.

If **you** breach these Terms & Conditions and **we** take no action against **you**, **we** will still be entitled to use **our** rights and remedies in any other situation where **you** breach these Terms & Conditions. Likewise, **you** will still be entitled to **your** rights and remedies if **we** breach these Terms & Conditions. Should either party fail to, or delay, exercise of any right or remedy available under these terms, this will not impede that party’s ability to exercise such rights in the future. A waiver granted relating to a breach of these terms shall not extend to any further breaches.

The materials (including the user interface and designs) contained on **our** website and documents are protected by applicable copyright and trademark law. These materials are **our** proprietary property and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with **us**. **You** may not remove or modify any proprietary marking. **We** reserve all rights unless expressly granted in this agreement.

We may temporarily suspend **our** services to you if **we** - in good faith - believe that, as part of using **our** service, **you** have violated a law.

A person not party to this agreement has no rights, under the Contracts (Rights of Third Parties) Act 1999, to enforce any of these terms, however this does not affect any right or remedy that exists or is available apart from that act.

Neither party may assign or transfer this agreement to a third party, except that this agreement may be assigned, without the consent of the other party, as part of a merger, or sale of substantially all the assets, of a party.

Except for the payment of monies, neither party is liable for events beyond its reasonable control, including, without limitation force majeure events.