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

TERMS & CONDITIONS

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# Hokodo Terms & Conditions

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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

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

In the UK we are a company registered in England and Wales (registration number: 11351988). Our registered address is 77 Leadenhall Street London EC3A 3DE. Our trading address is 77 Leadenhall Street, London EC3A 3DE. Our contact details are provided on our website.

In the UK we are a Lloyd’s coverholder, authorised and regulated by the Financial Conduct Authority under registration number 969484.

In France we are a company registered under SIREN number 847859352. Our registered address is 39–41 Rue de la Chaussée d’Antin, Paris, 75009, France.

In France we are registered as an insurance intermediary number 19001909 by ORIAS (Organisme pour le Registre des Intermédiaires en Assurance).

In Lithuania, we are a company registered in Vilnius (registration number: 305007941) as Hokodo UAB. We are an Electronic Money Institution (Licence No 44), supervised by the Bank of Lithuania.
2. Limit of liability

Outside the scope of any financing contract or insurance policy you have with us, 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 fees you have paid us for the use of our services or such other amount as is stated in the financing contract or insurance policy you have with 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 and financing solutions to merchants and their customers.

Credit and fraud checks
In order to evaluate eligibility of our merchants’ buyers for payment terms, we may use data from a variety of sources including credit reference agencies, fraud bureaux and other organisations. The information may be 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.

Your responsibility to provide accurate information
If you make use of our services, you may need to provide us with certain information. You are responsible for answering any questions in relation to any payment terms, financing agreement, or 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 our or our insurer’s decision to accept a transaction or contract, or affect the terms offered, this could invalidate your ability to make a claim on any policy or to obtain financing from us in the future. 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 or financing documents
It is important that you read all insurance or financing documents issued to you and ensure that you are aware of the conditions, cover, limits and other terms that apply. Particular attention must be paid to any warranties and conditions as failure to comply with them could prevent you from obtaining financing, or invalidate your policy or mean that claims may not be paid.

Financial services compensation scheme
In the UK our insurance activities 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.

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:
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 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.