

Terms of Business Agreement

The Financial Services Authority (FSA)

The Financial Services Authority is the independent watchdog that regulates financial services. Brooks Braithwaite (Sussex) Ltd is authorised and regulated by the Financial Services Authority. Our FSA Register number is 304839 and you can check our status at www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Our permitted business includes, arranging, dealing in and assisting with the placing and administration of animal related general insurance products.

Our aim is:-

- To conduct our business with integrity and treat our customers fairly at all times
- To conduct our business with due skill, care and diligence
- To pay due regard to information supplied by our clients and to communicate with them in a manner that is clear, fair and not misleading.

Please read this document carefully it sets out the terms on which we agree to act for our clients and contains details of our regulatory and statutory responsibilities.

Please contact us immediately if there is anything in these terms of business which you do not understand or with which you disagree.

Trading Styles

ExoticDirect and Sanctuary are trading styles of Brooks Braithwaite (Sussex) Ltd. We also sell and administer Petplan Sanctuary & Petplan Exotics policies.

Confidentiality and Data Protection

Brooks Braithwaite (Sussex) Ltd. is registered under the Data Protection Register. Our Registration Number is Z4829003. Your Personal Information will be held in a secure manner. To ensure that your policy remains confidential and to help prevent crime, we are not able to discuss your policy with any person or organisation (such as a broker) not named on your policy. If you would like to name an additional person/organisation on your policy please write to us (quoting your full policy number) detailing the full name of the person(s)/organisation(s) you would like to add.

Our Service

We are an independent insurance intermediary, who acts on our customers' behalf in arranging insurance. Our services include: assessing your insurance needs in the specialist areas in which we operate; arranging your insurance cover to meet your requirements; and helping you with any ongoing changes you

have to make. As part of our service, we will assist you with any claim you need to make and tell you what your responsibilities are in relation to making claims.

In circumstances where we have been granted authority by the Insurers to settle claims on their behalf, we will act as agent of the Insurer. If you are not happy with how your claim is being handled, you can contact our Operations Director Lesley Sayers at the address shown below who will act on your behalf.

If you mislay your policy at any time, we will issue a replacement policy document, if you request it. We will make a charge for this (see What you will pay for our Services).

Whose products we offer

We only offer animal related products from a limited range of specialist Insurers. We are not a general insurance broker and do not search the insurance market on your behalf. We will confirm, for each individual policy, what is covered by your policy based upon the information you have supplied either over the telephone, via the internet or by completed proposal form.

The service we will provide you with

We will provide you with full information on the insurance covers available under our policies only in regard to insurance in the areas in which we operate. You will not receive advice or a recommendation from us and you will need to make your own choice about how to proceed.

What you will pay for our services

We usually receive a commission from the insurer with whom we place your business and, in addition, we normally make the following charges to cover the administration of your insurance:

Policy Fees new policies (Consumer Policies)	£ 6
Policy Fees new policies (Commercial Policies)	£12
Mid term adjustments (Consumer Policies)	£ 6
Mid term adjustments (Commercial Policies)	£12
Mid term cancellations are refunded on a pro rata basis	£ 0
Other cancellations are refunded on a pro rata basis	£ 0
Renewals (Consumer Policies)	£ 6
Renewals (Commercial Policies)	£12
Replacement/duplicate certificates or cover notes (all types)	£15
Payment by Credit Cards	2%

Policies cancelled during the 'Right to Cancel' period will receive a full refund of any premium paid provided that there have been no claims paid, notified or outstanding.

What to do if you have a complaint

Our aim is to provide a first class service, however, if you wish to register a complaint, please contact us **by writing** to;

**The Managing Director
Brooks Braithwaite (Sussex) Ltd
4 Bridge Road Business Park
Bridge Road
HAYWARDS HEATH
West Sussex
RH16 1TX**

or **by phone on** 01444 412118, **by fax on** 01444 416878.
We will provide you with a copy of our full complaints procedure and respond to you as a matter of urgency, and always promptly. We will aim to make a final response to you within eight weeks, or keep you informed as to why this is not possible.

In the event that your complaint has not been resolved within 8 weeks, you may be entitled to refer your complaint to the Financial Ombudsman Service whose name and address we will supply. Using our complaints procedure or referral to the Financial Ombudsman Service will not affect your legal rights.

Your Right to Cancel

Consumers have a legal right to cancel their policy for any reason, subject to no claims having occurred, within 14 days of receiving the full terms & conditions. You will always be advised where this right applies. We also extend the same cancellation rights to all our commercial customers.

If you wish to cancel a policy you must advise us by telephone, email or in writing, prior to expiry of the 14-day cancellation period. These addresses/numbers can be found on any of our documentation.

Are we covered by the Financial Services Compensation Scheme (FSCS)?

We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS is the UK's statutory fund of last resort for customers of authorised financial services firms, like ourselves. The FSCS can pay compensation if an authorised firm is unable or likely to be unable to pay claims against it, usually because it has gone out of business or is insolvent.

Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without an upper limit. For compulsory insurances (for example, motor insurance and employers' liability insurance), insurance advising and arranging is covered for 100% of the claim, without an upper limit. Further information about compensation scheme arrangements is available from the FSCS.

Payment Options

We normally accept payment by cheque, postal order or by any major Credit/Debit card (unfortunately we are not able to accept American Express). You may be able to spread your payments through the Insurers' own instalment schemes, a credit scheme (which we have arranged with an established insurance premium finance provider) or in some instances our own instalment system. We will give you full information about your payment options when you take out your insurance.

Please Note: Your policy cover will cease if you fail to keep up payments on an instalment agreement or premium finance facility related to it.

Language Used

The English language will be used for all communications, the contractual terms and conditions, and any information we are required to supply to you, before and during the duration of the contract.

Choice of Law

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

Information on how we treat Payments You make to Us

Under the terms of our agreements with the Insurance companies with whom we place business, we normally receive premiums you pay to us as Agent of the Insurer. All insurance premiums you pay to us are placed in an Insurers' Premium Account until we pay Insurers. We may use premiums kept in this account to provide credit to our customers, and pay claims, as a result we maintain additional capital resources and strict credit-control and monitoring procedures, as required by the FSA. We do not pay any interest on premiums held by us in the course of arranging and administering your insurance.

Your Duty to Give Information

It is your responsibility to provide complete and accurate information to Insurers when you take out your insurance policy, throughout the life of your policy, and when you renew your insurance.

It is important that you ensure that all statements you make on proposal forms, statements of fact, claim forms and other documents are full and accurate.

Please note that if you fail to disclose any information or change in circumstances to your Insurers which could influence the cost, or their decision to accept your insurance, this could invalidate your insurance cover, and could mean that part or all of a claim may be not be paid.

Our Company Information

Our registered trading address is;

**Brooks Braithwaite (Sussex) Ltd.
4 Bridge Road Business Park
Bridge Road
HAYWARDS HEATH
West Sussex
RH16 1TX
Telephone (01444) 412118**

Brooks Braithwaite (Sussex) Ltd. is registered in England. Our registration number is 1416900.

In all communications with us please quote your policy number if applicable.