

**Portsoken Ltd - Terms of Business Agreement for Lost Document Indemnities**  
*Solicitors, Brokers and other intermediaries*

**About us**

Portsoken Ltd of 4<sup>th</sup> Floor, Davis House, Robert Street, Croydon, CR0 1QQ is regulated by the Financial Conduct Authority (FCA reg. 654452). We are permitted to arrange, advise on, deal as an agent of insurers and clients and assist in claims handling in respect of non-investment insurance policies. You can check these details on the FCA's Register by visiting the FCA's website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on 0800 111 6768 (or +44 20 7066 1000).

While we handle other types of insurance these Terms of Business only apply where you have been asked to give an indemnity and arrange for a counter-signature (e.g. lost share certificates).

**Your status**

You are not the shareholder. In dealing with us to arrange a counter-indemnity you are acting as an intermediary and agent for your client. You are not an agent of ours and these Terms of Business do not create an agency relationship between us.

We will check your regulated status but if you do not fall into one of the three categories below it is unlikely that you will be regulated in respect of this type of insurance, which is formally called "non-investment insurance". In which case we will not be able to deal with the case through you. We will have to deal with the shareholder or a regulated intermediary. The three acceptable types of intermediary are:

1. Exempt Professional Firms

As an "Exempt Professional Firm" your Designated Professional Body (DPB) is responsible for regulating you in respect of advising on and arranging this type of insurance. You must comply with the rules imposed by your DPB. There are many professional firms that fall into this category but it is mainly solicitors that get involved in this type of cover.

2. Regulated by the Financial Conduct Authority (FCA) to intermediate "Non-Investment Insurance Contracts"

You are regulated by the FCA in respect of advising on and arranging this type of insurance. You must comply with the rules imposed by the FCA. While many entities are regulated by the FCA (e.g. Stockbrokers, Independent Financial Advisers and Investment Managers etc.) often they do not have permission to deal with this type of insurance.

3. Overseas Intermediaries

It is your responsibility to ensure that you comply with all local regulations in respect of advising on and arranging this type of insurance. We may ask for evidence that you are authorised to do so. In this transaction you are acting as agent for your client and we may require evidence of your appointment by your client.

**Our duty to you**

We will arrange the required insurance for your client. While we may offer advice on insurance and on other potential ways to resolve your client's demands and needs it is your responsibility to advise your client on the suitability of any proposed insurance, or other, solution in the light of those demands and needs.

**Your duty of disclosure**

The insurance company will counter-sign the indemnity based upon the information provided to them and you must ensure that all such information is complete and accurate, including any facts that may influence the insurer's decision to counter-sign and the terms that are applied.

### **Cancellation**

Once the counter-signed indemnity is issued, there is no right to cancel this type of cover as your client is not an insured party. The insurer's counter-indemnity facilitates the reissue of the lost share certificate and protects the share issuing company and the registrar. If the lost Certificate is found after the indemnity has been counter-signed we will be reliant on the insurer's goodwill to recover any part of the premium. Provided that the counter-signed indemnity is returned, we may be able to arrange for cancellation and a refund. Such refund, if any, may only be for a proportion of the amount you paid and may only be a small part of the amount paid

### **Protecting your client's information**

All personal information about your client will be treated as private and confidential (even when your client is no longer a customer), except where the disclosure is made at your or your client's request or with your or your client's consent in relation to administering your insurance, and except where law requires us.

Some or all of the information you supply to us in connection with your client's proposal may be passed to insurance and other companies for underwriting, claims and premium collection purposes. Your data will be held in accordance with the Data Protection Act 1998, under which your client has a right of access to see personal information about them that is held in our records, whether electronically or manually.

From time to time you may be contacted by us about products and services. Should you wish to prevent this, or have any queries, please write to us at the above address.

### **How to claim**

Your client cannot claim under the counter-indemnity. In the event of a claim against your client from the registrar or the share issuing entity, we will try to assist you and your client but they should take legal advice. The Registrar or the Public Company will be indemnified by the insurer in accordance with the Counter Indemnity. This does not absolve your client from liability in the event of a payment by the insurer.

### **Fees and charges**

In addition to the premiums charged by insurers, we may charge a professional fee to cover the placing and handling costs of arranging the counter-indemnity. The actual fee charged will be dependent upon the level of premium, service, administration, complexity, seniority of staff involved, scarcity of supply and operational factors. Professional fees will always be included in estimates of total cost advised to you in advance. They will be non-refundable, once the counter-indemnity has been signed.

1. Where the value of the shares £100,000 or less.

The work involved in satisfying insurers in lost share certificate cases can be substantial and is not necessarily dependent on the value of the shares involved. Except in exceptional circumstances, we will not charge more than the fees contained in the following table where the value of the shares involved is less than £100,000:

<b>Type of Shareholder</b>	<b>Maximum Fee (All parties UK based)</b>	<b>Maximum Fee (Parties based overseas)</b>
Individual or Personal Representative (e.g. Executor)	£75	£150
Will Trust	£75	£150
Other Trusts (Including pensions and charities)	£150	£300
Companies	£150	£300

2. Where the value of the shares exceeds £100,000

Depending on the complexity and amount of work involved we may charge fees on cases where the value exceeds £100,000. These will be specific to the case and will be advised to you.

Where the work involved substantially exceeds that which could have been expected it may be necessary to agree an additional fee during the process. We will only do so in exceptional cases.

Please note that the above fees may be in addition to fees levied by your insurer. Any fee paid is to cover the cost of our work on your case. Fees are earned by us on payment and are not normally refundable.

We earn and take our commission when your risk is successfully placed (or as otherwise agreed with you). Upon your request we will disclose the remuneration that we receive from insurers which is included within the premium.

### **Protecting your client's money**

Prior to the premium being paid to the insurers, for your client's protection, we either hold your client's money as an agent of the insurer (in which case your policy is treated as being paid for), or we hold it in a designated statutory trust client bank account, on trust for your client. Such money will be protected at all times because of the requirements of FCA rules. We will retain interest earned on this account. By accepting this Terms of Business document, you are giving consent, on behalf of your client, for us to operate in this way. You are responsible for protecting your client's money while it is in your possession.

### **Complaints**

It is our intention to provide a high level of service at all times. However, if you have reason to make a complaint about our service you should contact the managing director at the above address or telephone +44 (0)20 8667 2108. You may be entitled to refer the matter subsequently to the Financial Ombudsman Service. You can contact the Financial Ombudsman Service by telephone on 0800 023 4567 (or +44 20 7964 1000) and further information is available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). If you decide to refer the matter to the Financial Ombudsman Service your legal rights will not be affected.

### **Compensation arrangements**

We are covered by the Financial Services Compensation Scheme. 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. 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, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 (or +44 20 7741 4100) or by visiting [www.fscs.org.uk](http://www.fscs.org.uk).

### **Jurisdiction**

These Terms of Business and all of our dealings with you shall be construed according to English law and the parties submit to the exclusive jurisdiction of the English courts.

### **Acceptance**

There is no need to sign and return a copy of this agreement. By dealing with us you indicate your acceptance of all its terms.