



INSURANCE CHOICE
(hereafter, the Company)

**AFFILIATE SCHEME
TERMS AND CONDITIONS**

**General Insurance Terms of
Business Agreement for
organisations not undertaking
a regulated activity**
(hereafter, the Organisation)

**Financial Services Authority
registration no: 452767**

1. AGREEMENT SCOPE

(a) This Agreement is applicable and strictly limited to the provision by the Organisation of information about the insurance products available from the Company.

(b) Nothing in this Agreement shall require the Company to accept any proposal for insurance, the renewal of an existing policy or continuation of cover for an existing **customer** if, in its sole discretion, it declines to do so.

(c) The Agreement is assignable:-
(i) with the written consent of the Company and the Organisation; or
(ii) without notice where the Company undergo intra-group reorganisation.

(d) In the case of this Agreement the Company will be entitled to deal with the Proprietor, Partner, Director or Officer of the Organisation at the date of execution of this Agreement or any person subsequently admitted into the partnership or appointed a Director or Officer individually or jointly in relation to all matters concerning this Agreement.

**2. FINANCIAL SERVICES
AUTHORITY**

(a) In this Agreement all references to the "**FSA**" are to the Financial Services Authority.

(b) All references in this Agreement to the "**Rules**" shall refer to the requirements of the Financial Services and Markets Act 2000 together with all Regulations, Orders and subsequent amendments, revisions or replacements thereto, and to all regulatory or legal requirements which shall be binding on the Company.

All italicised words shall be deemed to be defined as in the **Rules**.

(c) As regards **regulated activities** undertaken by the Company:

- (i) in dealing with **customers** under this Agreement; and/or
- (ii) instructions issued by the Company to the Organisation; and/or
- (iii) any or all documentation, advertising promotional material produced by the Company; the Company will be responsible for compliance with the **Rules**.

3. PROMOTIONAL MATERIAL

The Organisation shall ensure it obtains the written agreement and approval of the Company prior to making available to its clients any documentation, advertising or promotional material produced or independently commissioned.

4. COMMISSION

(a) The Company agree to pay the Organisation commission on the issue of policies (excluding renewals) of insurance issued to **customers** who have taken out insurance with the Company as a result of information provided by the Organisation; on condition the Company retain direct control of such insurances.

(b) Such commission shall be paid on net premiums, exclusive of taxation and fees, in accordance with and at the rates agreed.

(c) The Commission Schedule may be replaced from time to time by new Commission Schedules to effect changes to commission rates on both existing and new policies; such changes to take effect 3 months from the date of issue.

(d) Should the Company for any reason refund to a **customer** all or any part of a premium received on the inception or upon any subsequent renewal of a policy, the commission previously paid to the Organisation, or a pro-rata proportion thereof, assessed by reference to the Company' time on risk, shall be repayable to the Company.

(e) Commission will become due and payable to the Organisation:

- (i) on collection by the Company of the premium from the **customer** at inception and on any subsequent renewals; and/or
- (ii) on collection by the Company of the premium from any party funding the premium on behalf of the **customer**; and /or
- (iii) on acceptance by the Company of a mandate to collect the premium by way of its own premium collection arrangements.

(f) The Company shall endeavour to provide the Organisation with a letter and commission payment, not later than the 20th day of each calendar month for policies incepting or renewed the previous month, adjusted to take into account any refund of commission due under paragraph 4(d) above.

5. AUTHORITY

(a) The Organisation, its Proprietors, Partners, Directors, Officers, employees, agents, independent contractors or anyone acting on the Organisation's behalf are expressly prohibited from:-

- (i) offering advice in the form of a recommendation to buy a specific policy available from the Company;
- (ii) filling out an application or proposal form for one of the Company's insurance products on behalf of its clients;
- (iii) the collection of premiums on behalf of the Company;
- (iv) the handling negotiation or settlement of any claim on behalf of the customer;
- (v) signing documentation on behalf of the Company;
- (vi) making marks of any kind on Company' policies;
- (vii) entering into arrangements which bind, or deem to bind, the Company;
- (viii) entering into any agreement to delegate any of the Organisation's rights and responsibilities under this Agreement;
- (ix) making any arrangement with another party for the introduction of business to the Company through the Organisation;
- (x) providing information to the Company about a patron to whom information about the Company's insurance products has been made available.

6. NEW BUSINESS

(a) The Organisation shall ensure up to date information about the Company's insurance products is displayed and available to its clients.

(b) The Organisation shall immediately bring into use any new advertising and promotional information about the Company's insurance products as may be provided in notices issued by the Company and destroy or return any obsolete product information or literature if so required.

7. CLAIMS

(a) The Company shall be entirely responsible for the handling, negotiation or settlement of a claim.

(b) For the sake of clarity, it is recorded that it is not the intention of the parties and the Organisation hereby agrees that it will take no part in the claims handling process.

8. TERMINATION

(a) This Agreement may be terminated by the Company or the Organisation:-

- (i) at any time by mutual agreement;
- (ii) on the expiration of 30 calendar



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days written notice delivered by registered post or recorded delivery;

(iii) without notice if there are reasonable grounds to suspect fraud or dishonesty by the Organisation, its Proprietors, Partners, Directors, Officers, employees, agents, independent contractors or anyone acting on the Organisation's behalf;

(iv) without notice in the event of civil and/or criminal charges material to the operation of this Agreement;

(v) without notice in the event of the Organisation's bankruptcy, insolvency, liquidation or dissolution or the approval by the Organisation's creditors of a voluntary arrangement or in the making of an Administration Order;

(vi) without notice if the Organisation fails, without reasonable cause, to remedy unsatisfactory conduct as requested by the Company in writing;

(vii) without notice if the administration of the account is such as to cause, or is likely to cause, prejudice to the interests of the **customers**;

(viii) without notice in the event of the death of the proprietor of the Organisation operating as a sole trader.

(b) Upon termination of this Agreement in accordance with paragraph 8(a) above the Company shall prepare a statement of account. Settlement to be effected immediately by way of payment to the Organisation of the net balance due.

9. INFORMATION

(a) The Organisation shall notify the Company immediately:-

(i) of all material changes in the Proprietors, Partners, Directors, Officers or control of the Organisation (in particular where a shareholding in excess of 15% is involved); and/or

(ii) of all changes in the name and/or trading name of the Organisation; and/or

(iii) if any Proprietor, Partner, Director or Officer is convicted of a criminal offence.

10. REGISTERED TRADE MARKS

(a) The "Insurance Choice" name and corporate logo is not a registered trademark, but should be used in a responsible manner at all times.

(b) Unless specific written approval is provided by the Company, the Organisation:-

(i) may only use the "Insurance Choice" name and/or corporate logo for the purposes of activities undertaken by the Organisation on behalf of the Company in pursuance of this Agreement; and/or

(ii) must not use the "Insurance Choice" name and/or corporate logo on any documents or materials produced independently by or on behalf of the

Organisation unless written approval and agreement has been provided by the Company in accordance with paragraph 3 above.

(c) On termination of this Agreement pursuant to paragraph 8 above, the Organisation will refrain from using documentation or other materials bearing the "Insurance Choice" name and/or corporate logo.

11. THE COMPANY

(a) For the purposes of this Agreement the Company, is acting on behalf of itself and of any subsequent others and:-

(i) any notice given by or to one of the Company shall be deemed given by or to all of the Company; and

(ii) if this Agreement is terminated in respect of the Company it shall be deemed terminated in relation to all of the Companies unless expressly notified otherwise by any of the Companies.

12. VARIATION

(a) Any variation to this Agreement must be in writing and signed by the Organisation and the Company.

(b) The Company shall notify the Organisation of any variations to this Agreement by forwarding notification of the same by registered post or recorded delivery to the Organisation's last known address. Such documentation is deemed received by the Organisation on the second day following postage ("the Deemed Date of Receipt").

(c) In the absence of receipt by the Company of the Organisation's consent to the variation within 3 months of the Deemed Date of Receipt the Organisation is considered to have accepted all such variations and is bound by the same with immediate effect.

13. INDEMNITY

The Organisation undertakes to indemnify the Company for any claim, demand, expense or loss which the Company become liable to pay by reason of an act or omission by the Organisation, its Proprietors, Partners, Directors, Officers, employees, agents, independent contractors or any person acting on the Organisation's behalf outside the terms of this Agreement and/or outside the scope of the Organisation's authority under this Agreement.

14. ARBITRATION

(a) All disputes and differences under or in connection with this Agreement shall be referred to arbitration in accordance with the Statutory provisions for the time being in force.

(b) The seat of arbitration shall be London.

15. JURISDICTION

This Agreement is subject to the law of England and the Courts of England shall have exclusive jurisdiction in all disputes connected with this Agreement.

16. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

17. ERRORS AND OMISSIONS

Bona fide errors and omissions shall not prejudice the rights of either party to this Agreement but shall be rectified as soon as possible.

18. DATA PROTECTION

The Organisation shall:-

Maintain all notifications in terms of the Data Protection Act 1998, as amended or re-enacted hereafter ("the DPA"), which are required for or otherwise appropriate to the performance of its obligations under this Agreement (which shall include, for the avoidance of doubt, any other Supplemental Agreement between the Organisation and the Company). In the performance of this Agreement, at all times comply with the DPA (including without limitation the data protection principles set out in the DPA) and with all guidelines and guidance notes issued by the Information Commissioner.

For and behalf of the Company:

N A Carpenter

Dated: _____

For and on behalf of the Organisation:

Dated: _____