



# TERMS OF BUSINESS AGREEMENT

AN AGREEMENT dated **XX/XX/201X** governing the conduct of Insurance Business.

## BETWEEN:

(1) **Plum Underwriting Limited** (hereafter the “Company”) Registered office 50 Fenchurch Street, London EC3M 3JY on its own behalf and as agent of various insurers with whom it holds binding underwriting authorities

and

**XYZ Insurance Limited**

FCA Number: **XXXXXX**

Address: **XX**

Agency Ref: **XXXXXXXX**

EDI Agency Ref: **XXXX**

(the “Intermediary”)

(collectively the “Parties”)

## 1. DEFINITIONS AND INTERPRETATION

- 1.1 Insured : any party (not being the Parties to this Agreement or any insurance agent of the Parties to this Agreement) entering into contracts of insurance which are subject to this Agreement. Wherever the word “Insured” appears in this Agreement it shall also be deemed to read “Assured”.
- 1.2 Insurance Business : any insurances falling within the definition in the Financial Services and Markets Act 2000, which have been and may be transacted between the Intermediary and the Company or where there continue to be obligations owed by the Company to the Insured or vice versa. For the avoidance of doubt, Insurance Business does not include any outwards (re) insurance business placed by the Intermediary as agent of the Company.
- 1.3 Group : any group which is a holding company of the Parties or a subsidiary of any holding company of the Parties where “holding company” and “subsidiary” shall have the same meaning as given by section to them by section 1159 of the Companies Act 2006.
- 1.4 FCA : the United Kingdom Financial Conduct Authority or any successor regulatory body.
- 1.5 FCA Handbook and ICOBS : the FCA Handbook and the Insurance Conduct of Business Rules promulgated and issued from time to time by the FCA.
- 1.6 In this Agreement, words importing the singular shall include the plural and vice versa. Headings are included for ease of reference and convenience only and shall not affect the interpretation of this Agreement.
- 1.7 For the purposes of this Agreement the Intermediary will be deemed to be the agent of the Insured except as stated otherwise herein.

## 2. SCOPE

- 2.1 The purpose of this Agreement is solely to set out the rights and obligations of the Parties only in respect of the matters specifically addressed in this Agreement. To the extent that any matters relating to the relationship between the Intermediary and the Company are not expressly addressed in this Agreement, they remain unaffected and unaltered by this Agreement. This Agreement shall not override the terms of any underlying contract for or of Insurance Business.
- 2.2 Nothing in this Agreement overrides the Intermediary’s duty to place the interests of its client before all other considerations nor shall this Agreement override any legal or regulatory requirements (whether obligatory or advisory) which may apply to the Intermediary, the Company, or the placing of any Insurance Business.
- 2.3 Subject to clause 2.5 below, the Parties agree that the terms herein shall apply to the conduct of any Insurance Business which has been or may be transacted between the Parties on or after the day of this



## TERMS OF BUSINESS AGREEMENT

Agreement. The terms of this Agreement shall replace any previous Terms of Business Agreement between the Company and the Intermediary as from the date this Agreement is entered into. As from the date of this Agreement, this Agreement shall apply to any Insurance Business conducted under any earlier Terms of Business Agreement.

2.4 For all Insurance Business other than e-trade business (see Schedule), each proposal for Insurance Business, renewal of existing Insurance Business or continuation of cover in respect of any existing Insurance Business will be accepted or declined by the Company at its sole discretion. The Intermediary is under no obligation to offer any proposal for Insurance Business or renewal of any existing Insurance Business to the Company.

2.5 Prior to or at the time of placement of any Insurance Business (or as otherwise agreed separately in writing between the Parties), the Intermediary and the Company may agree provisions relating to the conduct of that Insurance Business. These provisions may include (but are not limited to) roles and responsibilities relating to administration of the Insurance Business and the handling of claims and processes by which amendments to the risk may be agreed, and so forth. This Agreement shall be subject to any provisions so agreed and does not seek to address such provisions.

### 3. FINANCIAL MATTERS

3.1 The Intermediary shall act as the agent of the Company for the purpose of receiving and holding premiums due to the Company from Insureds ("Risk Transfer") and, if applicable, for the purpose of receiving and paying claims monies to Insureds. The Intermediary shall also act as the agent of the Company for the purpose of holding and paying return premiums due to Insureds on the Company's behalf. The Intermediary has no authority to permit any third party, sub-agent, or appointed representative to receive, hold, or pay any money on behalf of the Company.

3.2 The Intermediary shall advise the Company when it has received any premiums within 7 days of receipt of any request by the Company to do so. The Intermediary shall pay the net premiums plus any applicable taxes/charges received by the Intermediary to the Company within the periods set out in clause 21. The Intermediary shall establish and maintain in accordance with all applicable legal and regulatory requirements a statutory or non-statutory trust account with an Approved Bank (as defined in the Glossary to the FCA Handbook) for the receipt, holding and payment of all monies held by the Intermediary as agent for the Company.

3.3 Commission payable shall be agreed by the Parties prior to or at the time of individual policy inception. Rates will be set at the time the agency is created and notified to the Intermediary by the Company, and may be amended subsequently provided written notification is given of this by the Company. Until such time as the commissions are transferred to the Intermediary's own bank account the commissions element of the gross premiums will be held by the Intermediary as agent and trustee of the Company.

3.4 Such commission will become due and payable to the Intermediary only once the Intermediary or the company has received:

(a) the gross annual premium in full from the Insured, or

(b) the gross annual premium in full from a third party finance company on behalf of the Insured

3.5 The Intermediary shall repay commission owed to the Company in respect of return premiums on a pro-rata basis unless agreed otherwise between the Parties.

3.6 The Company does permit the Intermediary to co-mingle any monies it holds as agent for the Company with monies held on trust for its clients and other insurers provided adequate controls are maintained to ensure all insurers' liabilities can be settled.

3.7 The Company consents to the interests of the Insurers with regard to monies held by the Intermediary being subordinated to the interests of the Insured.



## TERMS OF BUSINESS AGREEMENT

3.8 The Intermediary shall be entitled to interest on any sum standing to the credits of the Trust Account which relates to business transacted with the Company up to the due date for payment of such sum to the Company.

### 4. TAXES

4.1 Except where required by law or regulatory authority or by the terms of this Agreement, the parties agree that the Intermediary will not be expected to act as guarantor to the Company with regard to the payment of any taxes relating to any Insurance Business. Where at the date of this Agreement it is market practice that the Intermediary administratively arranges payment of taxes, that practice shall continue.

4.2 Where the Intermediary processes and pays taxes on behalf of the Company related to premium in respect of any Insurance Business, the Intermediary will hold such monies on trust for the Company and account to the Company for amounts received by the Intermediary in respect of such liability for tax which the Company may have in respect of that Insurance Business.

### 5. RELATIONSHIP WITH CLIENTS

5.1 The Intermediary is solely responsible for the advice and recommendations which it gives to clients.

5.2 Insofar as the policyholders have chosen to appoint the Intermediary to advise upon and arrange their insurance, the policyholders remain the clients of the Intermediary. The Company undertakes that it will not directly and knowingly solicit the Insurance Business dealt with under this Agreement away from the Intermediary during the currency of this Agreement, and for a period of 36 months following termination.

### 6. REGULATORY STATUS

6.1 The Intermediary warrants that it is authorised by the FCA to conduct all the insurance mediation activities contemplated by this Agreement. The Intermediary will tell the Company immediately in writing if at any time during the term of this Agreement the FCA suspends or withdraws the Intermediary's authorisation or the Intermediary otherwise ceases in any way to be authorised by the FCA to conduct any business in accordance with this Agreement.

6.2 The Intermediary will tell the Company immediately in writing if any of the permissions it holds under Part 4A of the Financial Services and Markets Act 2000 are suspended, withdrawn or otherwise cease at any time during the term of this Agreement.

6.3 The Intermediary will tell the Company immediately in writing if it becomes subject to investigation or enforcement action by the FCA at any time during the term of this Agreement.

6.4 The Intermediary does not act as the Company's appointed representative.

6.5 The Intermediary will notify the Company immediately it suspects that:

- (a) it is insolvent
- (b) it is not suitable to act for the Company in the capacity outlined in this agreement (i.e., the Intermediary or its servants or agents are no longer fit and proper to conduct insurance business)
- (c) the Intermediary has close links which would be likely to prevent the Company from effectively dealing with the Intermediary
- (d) The Intermediary is prevented from satisfying and continuing to satisfy the threshold conditions set out in the FCA Handbook;

6.6 The Intermediary must not conduct insurance mediation activity until and unless it is included on the FCA Register as carrying on the above activities;



## TERMS OF BUSINESS AGREEMENT

6.7 The Intermediary will advise the Company of any potential or actual breaches of the rules in the FCA Handbook as it applies to your carrying on regulated activities.

6.8 The Intermediary will carry out regular checks to ensure its sub-agents are and remain authorised by the FCA to carry out the regulated activities.

### 7. COMPLIANCE

7.1 Each Party will comply with its respective legal, licensing and regulatory requirements applicable to the production, placing, claims handling and premium funding and premium and claims accounting of any Insurance Business which the Intermediary places with the Company.

7.2 Without prejudice to the generality of Clause 7.1 above:

- (a) The Intermediary shall ensure that it complies with all regulatory and legal requirements in relation to disclosure to its clients and / or the Insureds, if different, of all commission, fees, overrides or other income of any nature which the Intermediary receives from the introduction, placing, arranging, concluding, administration or performance of any Insurance Business or from any claims handling in respect of any Insurance Business;
- (b) The Intermediary shall not issue or approve any financial promotion regarding any Insurance Business or any potential Insurance Business involving the Company which identifies the Company as a potential Insurer for such product unless such financial promotion complies with the provisions of Chapter 2 of the FCA's ICOBS rules, and the Company has given prior written approval;
- (c) The Intermediary shall issue or provide to Insureds all documents or information required to be issued or provided to an Insured by the Company or the Intermediary in compliance with the FCA's ICOBS rules;
- (d) The Intermediary will only deal with third parties authorised or permitted by law or appropriate regulatory authority to be involved in the introduction, arranging, concluding, administration or performance of the relevant Insurance Business in the jurisdiction applicable to the third party, the Insured or the risk;
- (e) The Intermediary shall not be involved in introducing, arranging, concluding, administering or performing any Insurance Business where to do so would be a breach of any international economic or financial sanctions legislation. The Intermediary shall take appropriate steps to ensure that the Intermediary does not introduce business to the Company from clients whose names are published on the UK, EU or UN Consolidated Financial Sanctions Lists. The Intermediary shall carry out appropriate checks at both policyholder level and beneficial owner level. For the avoidance of doubt this means that the names of shareholding directors of a corporate entity will need to be searched as well as the name of the corporate entity itself.

7.3 The Intermediary shall ensure where it is dealing with another intermediary or intermediaries in a chain rather than directly with the Insured, that the Intermediary has in place with that intermediary or those intermediaries a valid and enforceable written agreement by which that intermediary or those intermediaries undertake to comply with Clauses 7.1 and 7.2 above as if they were a party to this Agreement.

### 7.4 Complaints

Each Party shall:

- (a) immediately notify the other Party on receiving a complaint from a client which relates to the other Party's regulated activities
- (b) will promptly provide copies of all relevant information and documentation to the other Party
- (c) keep a log of complaints that it deals with in connection with this Agreement
- (d) in relation to the handling of the complaint, observe and comply with the regulatory requirements (including the FCA Handbook) .



## TERMS OF BUSINESS AGREEMENT

### 7.5 Adequate procedures and Anti-Bribery

The Intermediary shall not be involved in the offering, promising or giving of any financial or other advantage to any person in breach of any laws against bribery (including without prejudice to the generality of the foregoing the Bribery Act 2010). The Intermediary shall:

- (a) have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Bribery act 2010, to ensure compliance with the Regulatory requirements and
- (b) promptly notify the Company any request or demand for any undue financial or other advantage of any kind received by the Intermediary in connection with the performance of this Agreement

### 8. DATA PROTECTION

8.1 The Intermediary and the Company shall comply with all applicable obligations imposed by, or made under requirements of the Data Protection Act 1998 ("DPA"), together with any Regulations and Orders made under it from time to time and any applicable Codes of Practice.

8.2 Without prejudice to the generality of clause 8.1, whether the Intermediary or the Company (the "Disclosing Party") discloses data to the other (the "Recipient") in connection with the operation of this Agreement:

- (a) the Disclosing Party will ensure that it obtains all necessary consents so that the personal data that it provides to the Recipient can be lawfully used or disclosed by the Recipient in the manner and for the purposes anticipated by this Agreement; and
- (b) the Recipient will ensure that such personal data is only used for purposes anticipated by this Agreement.

8.3 Each Party shall co-operate with the other in respect of requests for subject access which relate to personal data which it holds and has received under or in accordance with this Agreement.

8.4 If either Party holds any information collected pursuant to this Agreement as a data processor, it undertakes to protect that data as if it were a data controller for the purposes of the seventh data protection principle in Schedule 1 to the DPA.

8.5 For the purposes of Clauses 8.1 to 8.4 above, "personal data", "data processor", "data controller", "processing", "subject access request" and "data subject" shall have the meanings given to them in the DPA.

### 9. CONFIDENTIAL INFORMATION

9.1 Unless the Parties consent in writing to disclosure and subject to Clause 8 above, both Parties shall during the term of this Agreement and thereafter observe strict confidentiality as to any information concerning:

- (a) any of the Parties' respective rights, duties and obligations under this Agreement;
- (b) the Insurance Business carried on pursuant to the Agreement and the Schedules attached to this Agreement;
- (c) the contents of this Agreement; and
- (d) the business affairs or confidential information of the other Party that may come within its knowledge during the currency of this Agreement.



## TERMS OF BUSINESS AGREEMENT

9.2 Clause 9.1 shall not apply to:

- (a) communications between the Parties and their respective professional advisers and bankers;
- (b) disclosures required to be made by either Party by law;
- (c) information which has come into the public domain otherwise than by reason of the default of the relevant Party or its advisers.

### 10. CONFLICTS OF INTEREST

10.1 The Parties will adopt and / or maintain procedures to ensure that each has in place arrangements for the identification and management of any conflicts of interest that may arise in relation to any insurance business.

### 11. TERMINATION

11.1 This Agreement may be terminated:

- (a) by either Party serving on the other Party notice in writing of the termination no less than one month before the termination is to take effect;
- (b) immediately without notice should the Intermediary or the Company become the subject of voluntary or involuntary rehabilitation or liquidation proceedings or become the subject of an action in bankruptcy or make or propose any composition with its creditors or otherwise acknowledge its insolvency;
- (c) by either Party serving notice on the other Party following material breach of the Agreement which, after request, has not been remedied within a reasonable timeframe by the Party in default;
- (d) immediately without notice in the event that the Intermediary:
  - (i) ceases to be authorised by the FCA or has any consents withdrawn and is thereby unable to transact any Insurance Business contemplated by this Agreement;
  - (ii) undergoes a material change in its ownership; or
  - (iii) any director of the Intermediary is convicted of a criminal offence involving dishonesty or is otherwise disqualified from holding office as a company director.

11.2 Following termination:

- (a) the Company and the Intermediary will agree the procedure for administering Insurance Business current at the time of termination;
- (b) should the Intermediary have become subject to insolvency proceedings or should this Agreement have been terminated by the Company for breach by the Intermediary or should this Agreement have been terminated by operation of Clause 11.1(d), the Intermediary will make all reasonable efforts to provide the Company with contact details for any Insured or other party with which the Company has contracted in the conduct of Insurance Business and for whom the Intermediary has acted as agent;



## TERMS OF BUSINESS AGREEMENT

- (c) the Company and the Intermediary will remain liable to perform their obligations in accordance with the terms of this Agreement in respect of all Insurance Business subject to this Agreement until all Insurance Business has expired or has otherwise been terminated.
- (d) Without prejudice to any other rights of the relevant party, where the Company terminates this Agreement under 11.1 (b), (c) or (d), the Company reserves the right, subject to regulatory and legal requirements, to deal directly with, or to appoint a third party to deal directly with clients for the purpose of administering and maintaining the client's insurance cover and dealing with any claims arising under such cover.

### 12. ACCESS TO RECORDS

- 12.1 The Intermediary will retain all of the Records created or held by it in its capacity as agent of the Company and all records received by the Intermediary for the purposes of the introduction, arranging, concluding, administration or performance of the Insurance Business for a minimum of six years and in any event the minimum periods required by law or any regulatory body with jurisdiction over the Intermediary, the Company or the Insurance Business.
- 12.2 In respect of the Insurance Business conducted under this Agreement, the Intermediary agrees to allow the Company, on reasonable notice, to inspect and to take copies of the following:
  - (a) the accounting records appurtenant to any Insurance Business including information relating to the receipt and payment of premiums and claims and documentation such as any insurance contract, addenda or ledger in the possession of the Intermediary relating to the Insurance Business;
  - (b) documents as may be in the possession of the Intermediary which were disclosed to the Company by the Intermediary in respect of any Insurance Business including, but not limited to, documentation relating to the proposal for the Insurance Business, the placing thereof (including endorsements and reinstatements) and any claims thereunder.
- 12.3 In the event that the Company requests the Intermediary to carry out any functions or duties on its behalf, such as the appointment of loss adjusters, lawyers or others, or the Intermediary otherwise acts as an intermediary between the Company and its agents:
  - (a) all documentation and records created or received by the Intermediary in the performance of such functions or duties shall be and remain the property of the Company, other than documents over which the Intermediary has a proprietary commercial interest;
  - (b) the Intermediary will take reasonable steps to retain, maintain and safeguard any of the Company's documents in the Intermediary's possession in accordance with any regulatory requirements which apply to the Company and of which the Intermediary has notice;
  - (c) on termination of this Agreement for whatever reason and on reasonable notice the Intermediary will deliver up to the Company such documentation if requested.
- 12.4 The Intermediary will maintain for seven years copies of all claims documentation relating to claims handled by the Intermediary. The Company will be entitled to inspect such records on reasonable notice.



## TERMS OF BUSINESS AGREEMENT

### 13. PROFESSIONAL INDEMNITY COVER

13.1 The Intermediary will maintain professional indemnity insurance to the level required by the FCA.

At the Company's request the Intermediary shall provide a copy of the policy together with proof that the applicable premium has been paid.

### 14. PREMIUM FINANCE CONTRACTS

14.1 Except with specific authority from the Company, the Intermediary shall not enter into or allow third parties to enter into premium finance arrangements in the Company's name.

14.2 For the avoidance of doubt, if the Intermediary enters into premium finance arrangements in respect of premiums for Insurance Business subject to the terms of this Agreement, unless such premium finance arrangements are authorised by the Company, the arrangements shall neither be in the Company's name nor for the Company's account.

### 15. CLAIMS

15.1 The Intermediary will notify the Company of all claims. Payment of claims will be made by the Company to the Intermediary or to the Insured direct or to a third party claimant as appropriate. The Intermediary has no authority to act on behalf of the Company in respect of claims, and in particular, is not authorised to commit the Company in any way or to arrange a claim settlement.

### 16. SERVICE OF NOTICES

16.1 All notices to be given under this Agreement shall be in writing to the Company Secretary and shall either be delivered personally to the place of business as set out in this Agreement of the Party being served or sent by first class prepaid post or by facsimile or electronic mail transmission to that place of business and shall be deemed duly served:

- (a) in the case of a notice delivered personally, at the time of delivery; or
- (b) in the case of a notice sent inland by first class prepaid post two clear business days after the date of dispatch; or
- (c) in the case of a notice sent by facsimile or electronic mail transmission on the business day after the day on which it is transmitted.

### 17. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

### 18. ELTO

18.1 The Intermediary shall:

- a) Promptly obtain the information required in relation to ELTO records from the policyholder and





## TERMS OF BUSINESS AGREEMENT

- b) Supply, in such format as the Company may require, the information required in relation to ELTO records to the Company within the timescales imposed on the Company by the regulatory requirements

The Intermediary shall indemnify and keep indemnified the Company in respect of any costs, losses, damages, expenses (including legal expenses), fines, claims and liabilities incurred by the Company as a result (directly or indirectly) of the Company's inability to comply with the regulatory requirements in respect of the provision of information to ELTO as a result of the Intermediary's breach of this clause

### 19. INTELLECTUAL PROPERTY RIGHTS

- 19.1 Both parties will retain ownership of their respective rights, including intellectual property rights, in the products, data, databases, computer programs, documents, materials, ideas or other information or any compilation thereof used in the performance of the services. The Parties agree to do whatever is reasonably necessary to confirm or give effect to such ownership to the extent that any products, data, databases, documents, materials, ideas or other information constitute an original item developed by either party as a consequence of performing these services. Each Party agrees to do whatever is reasonable necessary to confirm or give effect to such rights vesting in the developing party. Unless first agreed otherwise, each party has the right to use any jointly developed intellectual property for any purpose whatsoever.

### 20. E-TRADE

- 20.1 Where the Intermediary trades with the Company electronically the additional terms set out in the E-Trade schedule shall apply.

### 21. TERMS OF TRADE

- 21.1 Thirty days from the end of the month in which the inception, renewal or amendment date of any Insurance Business transaction falls.

### 22. ASSIGNMENT AND DELEGATION

- 22.1 The Intermediary's obligations under this Agreement may not be sub-contracted, delegated or assigned without the express written permission of the Company.

### 23. FORCE MAJEURE

- 23.1 Neither Party shall be liable for any delay or non-performance of its obligations under this Agreement caused by any event beyond its control (a "Force Majeure Event") provided that the Party affected gives prompt notice in writing to the other Party of such Force Majeure Event and uses all reasonable endeavours to continue to perform its obligations under the Agreement. Either Party may terminate this Agreement if such Force Majeure Event continues and has continued for more than three months.

### 24. ENFORCEABILITY

- 24.1 In the event that any portion of this Agreement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

### 25. DISPUTE RESOLUTION

- 25.1 The Parties to this Agreement are committed to resolving all disputes arising under it (and whether such dispute arises before or after termination of this Agreement) without the need for litigation and to allow as far as possible for commercial relationships to remain unaffected by disputes and therefore the Parties:



## TERMS OF BUSINESS AGREEMENT

- (a) will attempt in good faith to resolve any dispute or claim promptly through negotiations between their respective senior executives who have authority to settle the same;
- (b) will attempt in good faith, if the matter is not resolved through negotiation within three months of the dispute arising, to resolve the dispute or claim through mediation with the assistance of a mediator agreed between the Parties or as recommended to the Parties by the Centre for Effective Dispute Resolution (CEDR) or such similar organisation as the Parties may agree. Each party to bear their own cost of mediation; or
- (c) if the matter has not been resolved by mediation within six months of the dispute arising, or if either Party will not participate in a mediation procedure, the Parties will refer the dispute in accordance with Clause 26 below.

25.2 Notwithstanding the above, either Party may seek the immediate protection or assistance of the High Court of England and Wales if appropriate.

### 26. JURISDICTION AND GOVERNING LAW

26.1 This Agreement is governed by English law and any disputes under it shall, subject to the provisions of Clause 25 above, be determined by the exclusive jurisdiction of the Courts of England and Wales.



# TERMS OF BUSINESS AGREEMENT

## ELECTRONIC TRADING SCHEDULE

Where the Intermediary trades with the Company electronically the following additional terms will apply:

### 1. DEFINITIONS

"Message"	means Data transmitted electronically between the Intermediary and the Company, including any part of such data;
"Message Log"	means a complete record of the Messages sent and received by the Intermediary, either in computer readable or hard copy format;
"System"	means the computer system(s) which the Intermediary is authorised to use under 2.2 below;
"System Supplier"	means the supplier(s) of the System.

### 2. USE AND UPDATING OF SYSTEM

- 2.1 The Intermediary undertakes to comply with the procedures which are from time to time issued by the Company in respect of electronic trading facilities.
- 2.2 Subject to being specifically authorised to do so by the Company the Intermediary is authorised to use the system for trading with the Company.
- 2.3 The Company reserves the right to suspend or withdraw the Intermediary's authority to use the electronic trading facilities at any time forthwith upon giving notice to the Intermediary.
- 2.4 The Intermediary undertakes to keep the System up to date at all times with the latest releases of software received from the System Supplier. Failure to do so may invalidate any guarantees which apply to the insurance risk.
- 2.5 Each proposal for Insurance Business, renewal of existing Insurance Business or continuation of cover in respect of any existing Insurance Business will be accepted or declined by the Company at its sole discretion based on the product built on the System for use by the Intermediary. The Intermediary is under no obligation to offer any proposal for Insurance Business or renewal of any existing Insurance Business to the Company.

### 3. VERIFICATION OF IDENTITY

- 3.1 Each Message must identify the sender and recipient(s) and must include a means of verifying the authenticity of the Message. Such verification can either be through a mechanism contained in the Message itself or by some other means as provided for in the procedures specified or approved from time to time by the Company.
- 3.2 Without prejudice to the foregoing the Company may require the Intermediary to use higher levels of authentication to verify Messages if the Company sees fit.

### 4. CORRUPTION ETC OF MESSAGES

- 4.1 The Intermediary will ensure that all Messages sent to the Company are secure against being altered in the course of transmission so that they are received by the Company completely and accurately.
- 4.2 The Intermediary and the Company shall accord each Message the same status as would apply to any document or to information sent other than by electronic means, unless such Message is shown to have been corrupted as a consequence of the failure of any computer system, computer or transmission line.



## TERMS OF BUSINESS AGREEMENT

4.3 Where any Message is identified as incorrect or having been corrupted it will be re-transmitted by the sender as soon as possible with a clear indication that it is a corrected Message.

4.4 The recipient must notify the sender immediately of any incomplete or incorrect transmission if the error is reasonably apparent to the recipient.

4.5 Where the recipient has reason to believe that it is not the intended recipient of any Message, the recipient must notify the sender and delete from the System the information contained in the Message, subject to keeping a record of the fact of its receipt.

### 5. **DISASTER RECOVERY**

5.1 The Intermediary shall ensure that adequate disaster recovery procedures are maintained so as to ensure prompt handling of business with the Company in the event of disruption or inability to use the System for any reason.

5.2 Full details of the disaster recovery procedures referred to in clause 5.1 shall be provided to the Company by the Intermediary on request.

5.3 The Intermediary shall ensure that the System shall store and be capable of re-transmitting at least the last five Message transmissions from the Intermediary to the Company to enable re-transmission where necessary.

5.4 The Intermediary will extract full back-up records from the System to ensure uninterrupted customer service without loss of data.

### 6. **RECEIPT OF MESSAGES**

6.1 Where the Company requests the Intermediary to confirm receipt of any Message the Intermediary shall communicate such confirmation to the Company without delay.

6.2 The Intermediary will process each Message received in accordance with any response times specified by the Company from time to time. In the absence of such specification the Intermediary will process each Message without unreasonable delay.

6.3 For the avoidance of doubt confirmation of receipt of any message will not, in itself, give rise to any legal obligation, or confer any right on any person or constitute acceptance of any offer contained or implied in such Message.

### 7. **LOGGING OF MESSAGES**

7.1 The Intermediary undertakes to maintain a Message Log including details (without any modifications) of all Messages sent and received by the Intermediary. The Company will not be obliged to accept liability for any risk where the Intermediary cannot produce such verification.

7.2 The Company undertakes to produce the Message Log (or any part thereof) on request from the Company.

7.3 The Intermediary will ensure that the Message Log is full and accurate in all respects.

### 8. **ACCURACY OF DATA**

8.1 The Intermediary is responsible for the accuracy of all data input or processed by the Intermediary.



# TERMS OF BUSINESS AGREEMENT

8.2 The Intermediary will indemnify the Company for any loss or damage sustained by the Company which results from any misuse or corruption of, unauthorised access to, use of or additions or alterations to any data, or any failure to keep the data up to date, unless such misuse, corruption etc is shown by the Intermediary to be beyond the control of the Intermediary, its employees or agents.

8.3 If the Intermediary becomes aware of any misuse, corruption etc as set out in 8.2 above, the Intermediary shall notify the Company immediately.

8.4 The Company will not be liable for any loss or damage suffered by the Intermediary as a result of any delay in relaying data to the Intermediary.

## 9. TERMINATION


9.1 The terms set out in this Schedule will cease automatically in the event of the termination of the Intermediary's agency facilities with the Company, or if the Company withdraws the Intermediary's authority to transact business electronically with the Company in accordance with 2.3 above.

9.2 The provisions of clauses 7 and 8 of this Schedule shall survive any termination, suspension or withdrawal of authority by the Company

9.3 The Intermediary will provide the Company with the Message Log containing all Messages up to the date of termination, suspension or withdrawal of authority by the Company (together any other data which may be requested by the Company) within 14 days of termination, suspension or withdrawal of authority.

### Signed for and on behalf of:-

#### The Company

By 

Print name                    DAVID WHITAKER

Position                      Managing Director

Date                             29 September 2016

<b>The Intermediary</b>	
Agency Ref: <b>XXXXXX / XXXX</b>	
<b>XYZ Insurance Limited</b>	
Signature	.....
Print name	.....
Position	.....
Intermediary's FCA Auth No.:	.....
Date	.....

**PLEASE SIGN, KEEP A COPY AND THEN SCAN AND EMAIL THIS AGREEMENT TO [agency@plum-underwriting.com](mailto:agency@plum-underwriting.com)**