

**SCHEDULE TO TERMS OF BUSINESS AGREEMENT  
DATED «DocumentExchange\_SentDate» BETWEEN**

**Plum Underwriting Limited, FCA No: 309166, Registered Office 7<sup>th</sup> Floor, Corn Exchange,  
55 Mark Lane, London, EC3R 7NE ('Plum')**

**and**

**«Recipient\_LegalEntity\_Name», FCA No: «Recipient\_LegalEntity\_FCA\_FRN», of  
«Recipient\_LegalEntity\_FullAddress» (the 'Broker')**

**This Schedule sets out the accompanying terms and conditions agreed between the parties, pursuant to the Terms of Business Agreement between a GRP Group Entity with whom an Accompanying Schedule is Issued and «Recipient\_LegalEntity\_Name» dated «Recipient\_SignatureDateTime», and for the avoidance of doubt supersedes any historical Schedule(s) issued by this GRP Group Entity.**

**This Schedule confirms that, from the date of countersignature, Plum (the 'GRP Group Entity') is a contracting party to the Terms of Business Agreement.**

**The following terms set out the specific terms between Plum and «Recipient\_LegalEntity\_Name», in addition to the terms set out in the Terms of Business Agreement:**

Clause 6

**Plum will hold insurance monies:**

Plum will hold all premiums, return premiums, claims and other insurance monies as agent and trustee of the Insurers.

**Cascade of Risk Transfer to the Broker**

Plum has authority to confirm that the Broker can hold insurance monies as agent of the Insurers for the specific Insurers and subject to the limited terms/conditions as detailed in the following table:

Insurer/Lead Insurer	Cascade of RT to Broker				Source of authority	Specified terms and conditions:
	Premium	Return Premium	Claims	Other monies*		
Zurich Insurance plc/X L Catlin Insurance Company Limited/ Canopus/ Munich Re/ HSB Engineering Insurance Limited/ AmTrust Europe Limited (ARAG plc)/ Inter Partner Assistance (Arc Legal Assistance Ltd)	Yes	Yes	Yes	Yes	Binding Authority	(1) Money must be held by the Broker under Statutory Trust per CASS 5.3 or Non-Statutory Trust per Cass 5.4.

**\* Other monies include, for example, third party professional fees collected and paid on behalf of insurers.**

The Broker has no authority under these Terms to permit any third-party, sub-agent, or Appointed Representative to receive, hold or pay any money on behalf of the Insurer without the written consent of Plum Underwriting Limited.

By this Schedule the Terms of Business Agreement (in respect of the Broker and Plum **only**) shall be amended to the following:

Clause 5.3 Is deleted in its entirety.

- Clause 6.3 With reference to the time period, the Broker is granted a credit period of 30 days from the end of the month in which the inception, renewal or amendment date of any Insurance Business transaction falls.
- Clause 9 The E-Trade Schedule is enclosed at Appendix One of this Schedule, and shall be incorporated into these Terms.

New Clause 15(A) immediately after clause 15 wording:

**Non-Solicitation Clause**

- 1.1 Unless the Broker provides written consent, the Insurer will not contact any client without the Broker prior approval, during the period of this agreement and for twelve calendar months after the termination of this agreement.
- 1.2 The Broker agrees that the Insurer or someone acting officially on their behalf may contact a client if it is a legal or regulatory requirement to do so, in order to act in the best interests of the client or other parties to the insurance contract. However, such direct contact by the Insurer will only be acceptable where the Insurer have used their best endeavours to obtain the Broker prior written approval but have not been successful in doing so, other than where the Broker have declined to give approval.
- 1.3 If a client makes any unsolicited direct contact to the Insurer then the Insurer shall not be prohibited from dealing with them. The Insurer shall also not be prohibited from dealing with business relating to the Broker client on behalf of "another intermediary" who has obtained a formal appointment to act on behalf of the client.

For the avoidance of doubt this Schedule(s) forms part of the Terms of Business Agreement agreed between Plum and the Broker, and this Schedule shall have effect as if set out in full in the body of the Terms of Business Agreement between the Broker and Plum. By signing this Schedule the Broker also acknowledges and agrees to be bound by the provisions within the Terms of Business Agreement.

All other Terms within the Terms of Business Agreement between the parties remain unchanged, valid and full enforceable.

**SIGNED**

A handwritten signature in black ink, appearing to read "David White". The signature is written in a cursive, slightly slanted style.

**Date:** «DocumentExchange\_SentDate»

**On Behalf of Plum Underwriting Limited**

**SIGNED**

«Recipient\_SignatureFullName»

**Date:** «Recipient\_SignatureDateTime»

**On Behalf of «Recipient\_LegalEntity\_Name»**

## **APPENDIX 1 - ELECTRONIC TRADING SCHEDULE**

Where the Broker trades with Plum Underwriting Limited electronically the following additional terms will apply:

### **1. DEFINITIONS**

"Company"	Plum Underwriting Limited
"Message"	means Data transmitted electronically between the Broker and the Company, including any part of such data;
"Message Log"	means a complete record of the Messages sent and received by the Broker, either in computer readable or hard copy format;
"System"	means the computer system(s) which the Broker 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 Broker 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 Broker is authorised to use the system for trading with the Company.
- 2.3 The Company reserves the right to suspend or withdraw the Broker's authority to use the electronic trading facilities at any time forthwith upon giving notice to the Broker.
- 2.4 The Broker 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 Broker. The Broker 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 Broker to use higher levels of authentication to verify Messages if the Company sees fit.

### **4. CORRUPTION ETC OF MESSAGES**

4.1 The Broker 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 Broker 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.

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 Broker 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 Broker on request.

- 5.3 The Broker shall ensure that the System shall store and be capable of re-transmitting at least the last five Message transmissions from the Broker to the Company to enable re-transmission where necessary.
- 5.4 The Broker 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 Broker to confirm receipt of any Message the Broker shall communicate such confirmation to the Company without delay.
- 6.2 The Broker 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 Broker 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 Broker undertakes to maintain a Message Log including details (without any modifications) of all Messages sent and received by the Broker. The Company will not be obliged to accept liability for any risk where the Broker cannot produce such verification.
- 7.2 The Broker undertakes to produce the Message Log (or any part thereof) on request from the Company.
- 7.3 The Broker will ensure that the Message Log is full and accurate in all respects.

## **8. ACCURACY OF DATA**

- 8.1 The Broker is responsible for the accuracy of all data input or processed by the Broker.
- 8.2 The Broker 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 Broker to be beyond the control of the Broker, its employees or agents.

- 8.3 If the Broker becomes aware of any misuse, corruption etc as set out in 8.2 above, the Broker shall notify the Company immediately.
- 8.4 The Company will not be liable for any loss or damage suffered by the Broker as a result of any delay in relaying data to the Broker.

9. **TERMINATION**

- 9.1 The terms set out in this Appendix will cease automatically in the event of the termination of the Broker's agency facilities with the Company, or if the Company withdraws the Broker'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 Appendix shall survive any termination, suspension or withdrawal of authority by the Company
- 9.3 The Broker 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.