

TERMS OF BUSINESS AGREEMENT

This Agreement will be effective immediately and will replace any Agreement in place prior to this date with Insureit UK Limited.

THE PARTIES

Insureit UK Limited a company registered in England (and Wales) with Registered Number 5135051 and having its Registered Office at Three Charter Court, Broadlands, Wolverhampton, WV10 6TD (“We, Us, Our”). and

The Insurance Intermediary (“You, Your, Yours”), user of www.insureituk.com who has confirmed agreement to the Terms and Conditions of this Agreement in a format provided by Us.

1. PREAMBLE

1.1 This Agreement specifies the Terms under which You will place business with Us on behalf of Your Clients under arrangements held by Us or with Lloyds Underwriters or Insurance Companies.

1.2 Insofar as this Agreement is concerned You shall remain for all purposes the agent of Your Client, except for the purposes of holding premiums which You will hold for Insurers, and We shall remain for all purposes the agent of the Insurer(s).

2. INTERPRETATION

The Parties agree that the following terms shall have the following meanings for the purpose of this Agreement:

“Act”	means the Financial Services and Markets Act 2000.
“Agreement”	means the Terms and Conditions contained in this document and all schedules and addendum thereto.
“Claims Service Handler”	the firm appointed by Us to administer claims on Our behalf.
“Client Money”	has the meaning it bears in the FSA Handbook.
“Commission”	means any payment by Us to You in consideration of You placing General Insurance Business with Us.
“Statement of Account”	means Your monthly or ad hoc statement of account produced in any media, including but not limited to: disc, electronic mailing, Excel and Word or in writing.
“Terms of Credit”	means the terms of credit applied to Your Account by Us.
“Confidential Information”	means all Our business and trade secrets, Our methods of doing business and Our customer lists, but excluding such information available in the public domain.
“FSA”	means the Financial Services Authority (or its equivalent).
“General Insurance Business”	means the scope of insurance business extended to You by the FSA on authorisation.
“ICOBS”	means the Insurance Conduct of Business Handbook of the FSA.
“Intellectual Property Rights”	means all intellectual and industrial property rights Worldwide, including without limitation any invention, patent, design or utility model rights, any copyright and trademarks, service marks, database rights, topography rights, trade names, domain names, commercial or Confidential Information, corporate symbol, logo and any other rights or similar nature.
“Money Laundering Rules”	means the Money Laundering Regulations.
“Rules”	means the FSA Handbook Rules and guidance.
“Broker/Sub-Broker”	means the authorised agent of Insureit, also known as an authorised insurance intermediary.
“Client Account”	your “client account” also known as a “non-statutory trust account” or “statutory trust account” should be established in accordance with the FSA Handbook. You should also be able to identify all Insurer funds within this account.

3. YOUR REGULATORY STATUS

- 3.1 You will have and maintain authorisation with the FSA to carry on General Insurance Business and You will be able to fulfil Your duties and obligations under this Agreement.
- 3.2 You will comply with all relevant Rules and the FSA customer protection standards, which include:
- i. treating Clients fairly;
 - ii. having appropriate systems and controls in place given the nature, extent and complexity of Your business;
 - iii. only undertaking activities which You are competent to undertake.
- 3.3 You will inform Us in writing immediately if during any time that this Agreement is in force:
- i. Your authorisation is suspended or withdrawn in full or in part by the FSA;
 - ii. You are subject to disciplinary action or are under investigation by the FSA or other Regulatory Authority;
 - iii. You are or become aware of an actual, including suspended, breach with the Rules or Your inability to comply with them.

4. COMPLIANCE

- 4.1 You will procure and maintain Professional Indemnity Insurance in accordance with the Rules and if requested produce a copy of the cover note or policy and evidence of payment on demand.
- 4.2 You shall inform Us immediately in writing if Your Professional Indemnity Insurance is cancelled, voided or not renewed or is deemed to be insufficient to meet Your business needs or scale of Your operations.
- 4.3 You have the requisite controls, systems and procedures in place to meet the requirements of the Money Laundering Rules, including record keeping and retention of records and that You will fully comply with these to the extent that is applicable to Your business.
- 4.4 You will inform the Company in writing within fourteen (14) days if during any time that this Agreement is in force:
- i. there is any change to Your ownership, partners, directors or shareholders;
 - ii. You change Your trading name, correspondence address, registered office or in the case of a sole trader or partnership, You become incorporated;
 - iii. You become insolvent, appoint a Receiver, Administrator or manager over any part of Your undertaking or assets, seek Liquidation or any analogous proceeding in any jurisdiction, or if any of Your Principals becomes bankrupt;
 - iv. Your Principal, owners, partners or directors are subject to now, or become in the future subject to disciplinary proceedings instituted by a professional or regulatory entity and if the same are convicted of any criminal offence (excluding a motoring offence).

5. YOUR OBLIGATIONS

- 5.1 All instructions from the Company must be carefully complied with by You.
- 5.2 You are not authorised to delegate Your obligations hereunder or appoint a sub-agent, nor are You empowered to bind Us for any risk either by acceptance or amendment of any insurance or in any other manner whatsoever, unless prior specific authority has been obtained in writing from Us, or unless the business is transacted through Our website.
- 5.3 You are required to:
- i. deliver/transmit to Us all completed proposal forms or other documents, which relate to any risk which has been or may be bound with Us without delay and in any event within 5 (five) working days as You acquire such information or proposals;
 - ii. inform Us immediately of any matter known to You which would or could reasonably be expected to influence Our decision regarding any risk;
 - iii. notify Us within one (1) business day of any material information notified to You by Your Client in accordance with the terms of the Contract of Insurance. Any such information relating to claims shall be provided to the Nominated Claims Service Team by You. The identity of the Nominated Claims Service Team shall be notified to the Agent from time to time;
 - iv. Conduct business with utmost good faith and integrity towards Us. You the Intermediary acknowledge that it is Your sole responsibility to advise policyholders in respect of insurance arranged through Us and that no agency arises in respect of these activities. The Intermediary agrees to indemnify Us and hold Us harmless against all losses, liabilities, costs (including without limitation legal and other professional costs), expenses and penalties We may suffer as a consequence of the Intermediary providing negligent advice to the policyholder and/or acting outside of the authority given.
 - v. comply with all applicable laws, regulations and codes when transacting business with or on Our behalf (which shall include the Data Protection Act 1998);
 - vi. keep separate and accurate records of all business transacted with and on Our behalf and shall permit Our duly appointed representative to inspect such records and to take copies of the same at all reasonable times during a business day;
 - vii. notify Your Client Policyholder promptly and accurately of all terms and conditions applying to the insurance (in relation to all transactions) including details of cover, premium and taxes.

- 5.4 For the avoidance of doubt:
- i) the Intermediary shall at all material times be the agent of the policyholder except to the extent specifically detailed in this Agreement.
 - ii) the Intermediary is not Our Authorised Representative (as defined in the FSA Handbook).
 - iii) notification to Your Client will not be deemed notification to Us.
- 5.5 If We provide a quotation, You shall only present it to Your Client on the exact same basis.
- 5.6 We shall only be bound to incept a General Insurance policy on behalf of Your Client after We have received written or on-line instructions to commence such cover.
- 5.7 The renewal of Your Client's business shall be Your responsibility and You will liaise with Us in accordance with ICOBS to allow for the proper and timely interchange of information and the subsequent consideration by Your Client of renewal terms agreed by Us.
- 5.8 All documentation regarding the proposed Contract of Insurance required by the FSA under provision of ICOBS shall be drafted in good time to permit compliance with FSA requirements and once received shall be sent to the Client by You immediately.

6. ACCESS TO WEBSITE

We will provide You with password access to a secure website (www.insureituk.com) (the "Company Website") where You will be able to enter and retrieve data in connection with proposals for insurance to Us for Your Clients. The provisions of Schedule 1 to this Agreement shall apply to Your usage of the Company Website.

7. COMMISSION TERMS

- 7.1 As an Underwriting Agency We receive commission from Insurers and We will pay You commission on all risks placed with Us and any renewal thereof.
- 7.2 Any sub-brokered business placed off-line or outside of core business via the website will be advised, case-by-case, in terms of commission and credit periods, otherwise the rate of commission is as set out in Our Commission Schedule, a copy of which is set out in Schedule 2. Commission is calculated on the element of premium excluding Insurance Premium Tax.
- 7.3 We reserve the right to change the Commission Schedule subject to giving 30 (thirty) days prior written notice to You.
- 7.4 In addition We may receive a Profit Commission from Insurers. If received, this will be retained by Us.
- 7.5 Where We agree or are required to return any part of the premium to Your Client, You will immediately repay to Us the equivalent proportion of Commission.
- 7.6 We reserve the right to set off and deduct any monies due from You from any Commission or other payment due to Us to You on any account whatsoever.
- 7.7 In the normal course of operating as an Underwriting Agency, We may sometimes ask a Lloyd's Broker to assist Us in responding to Your instructions where We believe this could be beneficial to Your Client. Unless a fee arrangement has been agreed, these Brokers will usually be remunerated by commission, which will be included in the premiums charged. If this occasion should ever arise You will be advised at quotation stage.

8. FINANCIAL RESPONSIBILITIES, CLIENT'S MONEY, RISK TRANSFER AND CO-MINGLING

- 8.1 Unless otherwise agreed, Your Terms of Credit are strictly 30 (thirty) days.
- 8.2 We will be responsible for the preparation of a Statement of Account which may take the form of, but not be limited to paper, disc, tape, electronic mailing, Excel and Word documents and this statement, unless otherwise agreed, will be the basis of accounting transactions between Us.
- 8.3 The Statement of Account will be rendered to the Agent on a monthly basis by Us. Payment of all monies by the last working day of the month following the month in which the entries are debited/credited.
- 8.4 Failure to settle accounts in accordance with Clause 8.3 shall be seen as a material breach of this Agreement and may result in Termination of this Agreement.
- 8.5 For the avoidance of doubt, Your payment obligations to Us shall be unaffected:
- i. if You have, without Our prior written consent, allowed credit to Your Client.
 - ii. if You have obtained extended deferment periods from any premium finance house.
 - iii. if You have delays or experience difficulties within Your own accounting systems.
- 8.6 You will notify Us immediately if You become aware of the possibility of a failure to collect any Premium. We shall inform You that either the cover will remain on risk for a further period or that the Contract of Insurance will be cancelled unless You accept responsibility for payment of the Premium. You shall comply promptly with instructions from Us in this regard, failing which You shall be deemed to have accepted responsibility of the Premium.
- 8.7 If You fail to notify Us in accordance with 8.6 above, You shall be responsible for payment to Us of the net premium.
- i. In the event of non-payment, We reserve the right to withhold the issue of further documentation, being renewal papers, policies, cover notes.
 - ii. Communicate directly with the Client on whose behalf You have been dealing with on insurance matters.

- 8.8 Where the nominated and authorised sub-broker holds:
- a) Premium due to be paid to the Insurer,
 - b) A return premium due to be paid to the Client,
- The broker shall hold such monies as agent of the Insurer. The broker has no authority under this Agreement to permit any third party, sub-agent or appointed representative to receive, hold or pay any money on behalf of the Insurer, without the Insurers consent.
- i. Upon receipt of the premium (including IPT) and after deducting any commission, the Broker shall reasonably, promptly (within the context of any credit period and accounting cycle) pay the premium (including IPT) to the Insurer. The broker shall hold the money described in Clause 8.8 above as agent of the Insurer within his Client Account, established in accordance with the FSA Handbook. The Insurer hereby consents to such money being co-mingled within the Broker's other Client monies. The Insurer further consents to its rights with regards to monies held in the Client Account being subordinated to those of the Broker's Clients, in accordance with the FSA Handbook and further agrees that any interest earned on said account shall accrue to the Broker insofar as the Broker has previously notified it's customers of the retention of such interest.
 - ii. Unless advised otherwise, nothing in this Agreement (including but not limited to Clauses 8.1 - 8.7 or any schedule forming part of this Agreement) shall affect the validity and enforceability of any right or remedy the Insurer may have pursuant of any rule of law, condition, precedent or premium payment warranty contained in the policy document with the Insurer.
 - iii. Where the Broker holds professional fees, premium, return premium, monies set out in 8.8.i (Insurer monies) received by the Broker for the Insurer or where the Broker is holding such Insurer monies pending their transmission between Insurer and one of the Insurers cover holder - such Insurer monies will be held by the Broker as agent for the Insurer and the Insurer hereby:
 - i) agrees that such Insurer money shall be held in the Client Account (as defined in the FSA Handbook) and may be co-mingled with other monies held by the Broker in that account,
 - ii) consent to the Insurer's interest in the Insurer monies held in that Client Account being subordinated to those of the Broker's customers (as defined for the purposes of Client money rules of the FSA) and
 - iii) agrees and acknowledges that any interest earned on that Client Account shall belong to the Broker who shall be entitled to withdraw such interest at any time, subject to FSA rules and subject to any requirement to disclose to any Client.

- 8.9 A copy of the relevant Bank Mandate confirming the Client Account status in favour of Insurers as well as confirmation from your Bank that it will not affect any set off in respect of monies owed by you to the Bank will be made available on demand.

You confirm by signing this Agreement that your Client Account is so constructed in accordance with FSA requirements.

- i. You will co-operate with Us in any attempts to prefer the Insurers beneficial interest in the Client Account referred to in this Agreement.
- ii. Upon request repay Us, any unpaid premiums, taxes and premium refunds held in the Client Account in the event should You become insolvent.
- iii. You only draw funds from the Client Account in order to comply with this Agreement (or as otherwise directed by the Insurer in writing).
- iv. Upon termination of this Agreement immediately account to Us for all unpaid premiums together with all taxes (including any IPT) and premium refunds relating to any insurance which You hold at the time of termination or which are received by You after its termination.
- v. Risk Transfer
We confirm all Insurers with whom We place insurance on-line acknowledge Cascading Risk Transfer to you, unless qualified in the Addendum page(s).
- vi. We confirm that all off-line quotations will be dealt with on a case by case basis and Cascading Risk Transfer will only apply where agreed in writing.
- vii. Should We use another broker to place business for you, You will be asked to settle the premium directly to the broker via Us. In such cases Risk Transfer would have to be confirmed on a case-by-case basis due to the complex nature of the market conditions.

9 USE OF COMPANY NAME

- 9.1 We shall supply You with any relevant promotional material and related insurance documentation. All stocks of certificates of insurance, endorsement and other documents and any electronic method of producing documentation shall be kept secure at all times. If requested by Us You will promptly return or destroy all unused documents relating to this Agreement and ensure that any electronic production of such documents ceases. Title to all such materials will remain vested in Us at all times.
- 9.2 We shall be solely responsible for the design, content and format of any materials supplied to You and may alter or modify such design, content or format from time to time.
- 9.3 You are not authorised to use Our name in advertisements, circulars, other general announcements or in any other manner whatsoever without obtaining Our prior written consent.

10. CLAIMS

- 10.1 If Your Clients have occasion to claim on their policy they must notify the Insurers in accordance with the policy conditions who will promptly advise You and, if appropriate, issue with a claim form for completion and return. You or Your Client should not admit liability, nor agree to any course of action, other than emergency measures carried out to minimise the loss, until You or Your Client has agreement from Insurers, or Our Claims Team.
- 10.2 You are not authorised to settle or negotiate the settlement of claims on behalf of the Insurers without prior written consent being obtained from the Insurers or Our Claims Team, failing which the Insurers shall not be liable to reimburse You for such settlements or be bound by the terms of such negotiated settlement.
- 10.3 You are authorised to receive notice of a claim from Your Client whereupon You shall immediately advise the Insurers in accordance with the policy conditions of any such notice of a claim. Your assistance may be required in connection with claims and, in such circumstances, both for the benefit of Your Client and Us, You will provide the fullest co-operation as is possible without creating a conflict of interest, including assistance to the Insurers or Our Claims Team.

11. NOTIFICATION

- 11.1 You shall inform Us immediately in writing of any of the events referred to in Clause 13 hereof as soon as they come to Your, or in the case of a partnership, any of the partners, knowledge.
- 11.2 You shall notify Us immediately upon becoming aware of any matter arising out of the operation of, or in connection with the Agreement which has resulted, or could result in a complaint to any Regulatory Authority, or give rise to litigation, or proceedings against Us, or the Insurers (save in respect of claims under insurance policies).

12. ASSIGNMENT

- 12.1 Your agency or the benefit thereof is not assignable except with Our prior written consent.
- 12.2 In the case of a partnership the agency shall accrue for the benefit of and in the terms of this appointment shall be binding on, any partnership, or individual being, or on becoming a member of the partnership, or, in the event of its dissolution, its successor, provided that in such circumstances Our confirmation of the continuance You, or Your successor after due notification by You, or Your successor and, thereafter, receipt by Us of written acknowledgement from any new partner, or Your successor that they will comply with the terms of this appointment.

13. TERMINATION

- In addition to the circumstances set out in Clause 8.4, We may terminate or vary the terms of this appointment as follows:
- 13.1 The Agreement shall be automatically terminated if:
- a) in the case of a partnership any of the partners become bankrupt;
 - b) in the case of a company it goes into liquidation or administration (except for the purpose of solvent reconstruction);
 - c) You compound with or combine Your estate and/or effects for the benefit of a creditor or in the case of a partnership any of the partners and/or effects are compounded or assigned for the benefit of a creditor.
- 13.2 We may terminate or vary the Terms of the Agreement at any time by giving You 7 (seven) days notice if:
- a) You have goods seized in the execution of a debt or, in the case of a partnership, any of the partners have goods seized in the execution of a debt;
 - b) a petition is presented in the case of a partnership for the bankruptcy of any partner, or in the case of a company for its liquidation, or administration, or in the case of a company calls a meeting of its creditors to consider a resolution for its winding up, or a Receiver or Administrative Receiver is appointed over all, or any of its undertaking, or assets;
 - c) You commit a material breach of this Agreement, or fail to remedy a breach which is regarded as being remedial by Us, within 14 (fourteen) days;
 - d) the effective control of the Registered Company changes (except with Our prior written consent);
 - e) any of the answers given in Your application for an Agency with Us are subsequently found to be untrue;
 - f) You cease to conduct business, or a substantial part of Your business in the United Kingdom;
 - g) being a company, You are unable to pay Your debts within the meaning of Section 123 of the Insolvency Act 1986 or any superceding legislation
- 13.3 Either Party may terminate this Agreement by giving not less than 30 (thirty) days prior written notice at any time.

14. POST TERMINATION

- 14.1 Upon termination of this Agreement:
- i. We shall honour all Contracts of Insurance in force until their natural expiry date;
 - ii. within 7 (seven) days of this Agreement being terminated, We will deliver a final Statement of Account for Your immediate settlement, or, if applicable, Your confirmation that You may collect any premiums due to Us in which case We will seek payment directly from Your Client, but in such circumstances, You will continue to be responsible to pay Us any such premiums in the event that We are not able to collect these directly from Your Clients;

- iii. any monies which continue to be held by You following termination or cancellation of this Agreement will continue to be held by You and operated in accordance with Clause 8 (Payments)
 - iv. You will cease to have the Company Website, unless otherwise agreed in writing with Us;
 - v. We reserve the right to charge You interest on any premiums due from Your Clients that have not been received by Us 7 (seven) days after Termination at the annualised rate of 2% above the base rate from time to time of Bank of Scotland PLC. Such interest shall accrue daily;
 - vi. You shall return to Us all promotional and advertising material and any other property of Ours;
 - vii. You shall permit Us to inspect and take copies of records in accordance with Clause 5.3.vi.
- 14.2 The Termination of this Agreement shall be without prejudice to any obligation or rights of either of the Parties which shall have accrued prior to such termination and shall not affect any provisions of this Agreement, which is expressly, or by implication provided to come into effect on, or to continue in effect after such termination.

14.3 **Non-Solicitation Clause**

Unless you provide Your consent, We will not contact Your Clients without Your prior approval during the period of this Agreement and for two years following termination. However, You agree that We may contact Your Clients if it is reasonable to do so in order to act in the best interests of Your Client or other parties to the Insurance Contract and We have used Our best endeavours to obtain Your prior approval but have not been successful in doing so, other than where You have declined to give approval. If Your Client makes an unsolicited direct contact with Us, then We shall not be prohibited from dealing with Them. We shall also not be prohibited from dealing with business relating to Your Client on behalf of another intermediary who has obtained a formal appointment to act for Your Client. We will use Our best endeavours to obtain similar Non-Solicitation Agreement within the Terms of Business We have with Insurers and other parties that We may trade with. In the event of non-payment, in accordance with 8.7 We reserve the right to advise Your Client of the consequences of non-payment, give notice of cancellation, or take any necessary instructions or action. We will give notice to You of such action.

15. **INDEMNITY**

15.1 You shall at all times keep Us indemnified against:

- i. any risk assumed by You in Our name after Termination of this Agreement;
- ii. any risk assumed by You in Our name outside the scope of Your authority;
- iii. any loss, damage or liability suffered, or incurred by Us as a result of any act, negligence or default by You, Your officers or employees.

16. **GENERAL PROVISIONS**

- 16.1 Any notice herein shall be deemed given if despatched by ordinary pre-paid post to the address given in Your Agency Application Form, or in the last given change of address and the date of receipt shall be deemed to be the first working day after the date of despatch. Notices to Us should be sent to Our Registered Address, or such other address as may be notified to You from time to time.
- 16.2 If there is a complaint in respect of any business to which this Agreement applies, the Intermediary undertakes to advise Us immediately of any complaint received by the Intermediary which is not resolved by the end of the following business day following the date of complaint to the Intermediary.
- 16.3 Unless otherwise indicated, any quotation given will remain valid for a period of 30 (thirty) days from the date of issue to You.
- 16.4 Nothing in this Agreement shall constitute, or be deemed to constitute a partnership arrangement between the Parties and You shall have no authority to bind Us in any way whatsoever, other than as contemplated, or provided for in this Agreement.
- 16.5 This Agreement sets out the entire agreement of the Parties and supersedes all prior arrangements and undertakings relating to its subject matter and other than as provided below and any further terms stipulated by Us on the Company Website, no alteration or variation of this Agreement shall be effective, unless made in writing in accordance with the relevant provisions of this Agreement.
- 16.6 We reserve the right to amend or reissue this Agreement if required to do so by law or regulation.
- 16.7 Headings are for a matter of convenience only and shall not affect interpretation of this Agreement.
- 16.8 Nothing in this Agreement shall require Us to accept any proposal for insurance, or renewal of insurance, or to maintain cover in respect of any existing Contract of Insurance if, in the Insurers discretion, they decline to do so.
- 16.9 A person who is not a part of the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement but this does not affect any right, or remedy of a third party which exists, or is available apart from that Act.
- 16.10 This Agreement may be executed in counterparts of which together shall constitute one and the same instrument and all counterparts shall be deemed to be originals.
- 16.11 An Addendum page is attached to this Agreement. It is deemed to form part of the Agreement and must be read before signature of acceptance.

17. **CONFIDENTIALITY**

Both Parties will treat information received from the other relating to this Agreement and to the Clients as confidential and will not disclose it to any other person not entitled to receive it, except as may be necessary to fulfil their respective obligations in the conduct of this Agreement, or in the operation of any policy effected and except as may be required by law or any Regulatory Authority.

18. INTELLECTUAL PROPERTY RIGHTS

We will retain ownership of all intellectual property rights, in the data, databases, computer programs, documents, materials, ideas, or other information, or any compilation thereof used in the performance of the service provided to You unless otherwise agreed in writing by a Director.

19. FORCE MAJEURE

Neither Party will be liable to be in default for any failure in performance or delay in respect of this Agreement if such failure or delay is caused by circumstances or conditions beyond its reasonable control, including, but not limited to Acts of God, insurrections and wars.

20. ENFORCEABILITY

If in the event that any provision of this Agreement is found to be illegal, invalid or unenforceable, then such provision will be deemed to be deleted from the Agreement but the remainder will remain in full force and effect.

21. JURISDICTION

This Agreement shall be construed and governed according to English Law and any disputes arising under it shall be determined in English Courts to the exclusion of all others.

22. ANNUAL ACCOUNTS

We reserve the right to request a full copy of Your annual audited accounts.

23. CHANGES IN LAW AND/OR REGULATION

In the event of a change in law or regulation (including FSA Rules) which affects any of the Parties' obligation under this Agreement, the Parties will co-operate in good faith to agree any necessary amendment(s) or variation(s) to the Agreement.

24. VARIATION

Any variation to the Terms of this Agreement must be confirmed in writing and signed by both Parties thereto.

I confirm by signing this Agreement that I am a Statutory Director, a Sole Trader or have the authority of all partners to sign on their behalf.

For and on behalf of Insureit UK Limited

For and on behalf of Intermediary as named below

Signed

Broker

Signed

**Full Name
(Block Capitals)**

**Full Name
(Block Capitals)**

Position

Position

Dated

Dated

SCHEDULE 1

ACCESS TO THE COMPANY WEBSITE

1. We will provide You and Your designated employees with a username and password, use of which will give You access to the Company Website.
2. Your access will enable You to:
 - i. submit risk details to Us;
 - ii. obtain on-line quotations for Our products;
 - iii. issue policy documentation;
 - iv. submit proposed amendments in relation to Your Client's policies which were originally established by use of the Company Website;
 - v. access all records based on risk submissions made by You or Your employees.
3. We will periodically require each user to change security passwords in accordance with Our standard security procedures. If We shall become aware or shall suspect that any unauthorised person has obtained, or has attempted to obtain access to the Company Website, then We shall notify the user whose account was used for that attempt and shall forthwith disable that account until the password has been changed.
4. You undertake not to:
 - i. attempt to obtain access to, use or interfere with Our data or data relating to matters other than those risks submitted by You;
 - ii. permit the disclosure of any user account details by any individual user to any other person, including, but not limited to Your other employees;
 - iii. input anything obscene, offensive or defamatory.You shall indemnify Us against any loss, damage or liability which We may sustain or incur as a consequence of You failing to comply with the above undertaking.
5. You shall procure that:
 - i. the password is kept secure and that each member of Your staff shall at all times keep the password confidential.
 - ii. You shall advise us immediately when any employee leaves You, in order that We may cancel their password.
 - iii. the data contained in the Company Website which is made available to You is only used and processed in accordance with the provisions of the Data Protection Act 1998.
6. It is intended that access to the Company Website is available 24 hours per day, however, the Company makes no warranties as to this availability.
7. Notwithstanding the above, We reserve the right to:
 - i. withdraw the electronic facility at any time with immediate effect, and
 - ii. alter, improve, update and amend the areas of the Company Website to which You have the right of access;
 - iii. stipulate further terms of use of the Company Website on the Company Website from time to time.
8. We shall not be liable for any loss or damage sustained or incorrect by You as a result of any use, failure or breakdown of the Company Website.

SCHEDULE 2

ONLINE PRODUCTS

Commission Rates unless otherwise stated are as follows:

Commercial Combined

17.5% all sections

Property Owners

20%

Public Houses & Restaurants

17.5% All Sections

Shops

17.5% All Sections

Take-Aways & Cafes

17.5% All Sections

Directors & Officers Liability

20%

Personal Accident & Business Travel

20%

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OFFLINE PRODUCTS

By negotiation on each case.