

## TERMS AND CONDITIONS OF BUSINESS AND AGENCY AGREEMENT

These are the terms and conditions which govern the relationship between you (the “Intermediary”) and Advisory Insurance Brokers Limited and those companies listed in Schedule 1 (the “Company” or “we”). Please read these carefully as these terms form a legal contract between you as the Intermediary and the Company (“Agreement”) and this Agreement sets out your rights and obligations. By registering and accepting these terms and conditions via <https://www.pages01.net/towergateinsuranceltd/ToBAAcceptance/>, you signify that you agree to the terms of this Agreement. If you do not agree to the terms of this Agreement, we will be unable to grant an agency for you and be unable to accept any enquiries, handle any existing business or pay commission. If there is anything that you do not understand, or if you have any questions, please contact the Company.

Advisory Insurance Brokers Limited and those companies listed in Schedule 1 are registered in England with company numbers and registered offices as per the information on the schedule. In respect of this Agreement, each company can be contacted by post at their registered address or by email to [CCT@ardonagh.com](mailto:CCT@ardonagh.com).

### 1. PREAMBLE

- 1.1 Nothing in this Agreement shall override the duty of the Intermediary to place the interests of policyholders before all other considerations to the extent required by the Financial Conduct Authority, or any other regulatory authority or body to which the Intermediary is subject from time to time (so far as such requirements are applicable to the Intermediary).
- 1.2 Nothing in this Agreement shall require the Company to transact any insurance business (including without limitation and where applicable to accept any proposal for insurance or renewal of any existing policy or to maintain cover in respect of any existing policy) if (in its sole discretion and without providing any reason for doing so) the Company declines to do so.

### 2. SCOPE

The parties hereby agree that from the Commencement Date this Agreement shall apply to the conduct of any business transacted between them relating to Contract of General Insurance. The expression “**Contract of General Insurance**” shall have the meaning assigned to it by Part 1 of Schedule 1 of the Financial Services and Markets Act 2000 (Regulated Activities Order) 2001 (as amended from time to time). This Agreement shall apply to Contract of General Insurance business transacted between the parties.

### 3. COMMISSION

- 3.1 The Company agrees to pay the Intermediary commission or other remuneration (where applicable) on Contract of General Insurance business transacted with the Company during the term of this Agreement in accordance with these terms and at the rates issued to the Intermediary by the Company. The Company shall be entitled to alter the amount and/or basis of remuneration from time to time by giving not less than 30 days’ notice to the Intermediary in which case such new rates and/or basis will apply on and with effect from the expiry of such notice period
- 3.2 The Intermediary shall be remunerated only where:
  - 3.2.1 the policyholder recognises the Intermediary as their agent for the purposes of arranging the relevant insurance at the time of inception of such insurance and (in the case of commission or other remuneration payable on renewal) upon renewal; and

3.2.2 this Agreement has not terminated.

- 3.3 In the event that a third party claims any payment in respect of the broking or renewal of any policy for which the Intermediary also claims remuneration the Company shall determine entitlement to such remuneration and such decision shall be final and binding. Unless otherwise agreed between the parties in writing no commission shall be payable on policy fees.
- 3.4 Where cancellation or adjustment of a policy results in a refund of all or any proportion of the premium to the policyholder, the Intermediary shall repay the Company a commensurate proportion of its commission or other remuneration in respect of such policy (such repayment to be made (at the discretion of the Company) by set off against future payments due to the Intermediary or by remittance by the Intermediary forthwith on request by the Company).
- 3.5 The Company is entitled to withdraw its commission upon receipt of the relevant premium from the Intermediary which may be before payment of that premium to the relevant insurer.
- 3.6 The Intermediary will comply with relevant regulatory requirements regarding disclosure of all forms of remuneration from any arrangements it may have for remuneration in connection with this Agreement.

#### **4. AUTHORITY AND STATUS**

- 4.1 If the Company authorises the Intermediary to issue insurance cover on behalf of the Company the Intermediary shall only do so in accordance with the specific prior written authority of the Company and in compliance with all underwriting instructions given by the Company concerning the same which are applicable at the time of issue of such insurance cover.
- 4.2 The Intermediary acknowledges that it is solely responsible for advice to policyholders in respect of insurance arranged through the Company and that no agency arises in respect of these activities. The Intermediary agrees to indemnify the Company and hold it harmless against all losses, liabilities, costs (including without limitation legal and other professional costs), expenses and penalties it may suffer as a consequence of the Intermediary providing negligent advice to the policyholder and/or acting outside the scope of any authority given. Without prejudice to the generality of the foregoing the Intermediary accepts full responsibility for any errors and omissions in exercising any authority granted to it by the Company or otherwise in connection with the arranging of insurance hereunder.
- 4.3 For the avoidance of doubt:
- 4.3.1 the Intermediary shall be the agent of the policyholder except where and to the extent specifically detailed in this Agreement;
  - 4.3.2 the Intermediary is not the Company's appointed representative (as such term is defined in Financial Services and Markets Act 2000) and does not have any authority to appoint any third party as the Company's appointed representative; and
  - 4.3.3 the appointment of the Intermediary is non-exclusive.

#### **5. MATERIAL INFORMATION**

- 5.1 The Intermediary undertakes to pass to the Company promptly any material information provided by or on behalf of the policyholder in accordance with the terms of the policy or any other information which comes to the attention of the Intermediary which could affect the decision of the Company or (where appropriate) the insurer to approve or continue insurance cover. For the avoidance of any doubt notification of information to the Intermediary shall not in any circumstances be deemed to be effective notification of such information to the Company or the relevant insurer.

- 5.2 The Intermediary warrants that all information given by it during the course of negotiations leading to the execution of this Agreement (including without limitation in the Intermediary's application) or leading to the execution of any prior terms of business is and was when given true, complete and accurate in all respects.
- 5.3 The Company shall have the right to make such investigation of the Intermediary's credit and trading status as it deems appropriate (including without limitation credit checks against individuals involved in the Intermediary's business and enquiries of credit agencies, insurance companies and other relevant organisations).

## **6. COMPLIANCE**

- 6.1 The Intermediary shall at all times during the term of this Agreement abide by Regulatory Requirements, including the rules and principles of the Financial Conduct Authority. The Regulatory Requirements include, but are not limited to, Principal 6 of 'Treating Customers Fairly' and Principle 12 of the 'Consumer Duty'.
- 6.2 The Intermediary confirms that it is and has at all times since the Commencement Date been directly authorised by the Financial Conduct Authority in the conduct and the distribution of General Insurance business and undertakes that it shall at all times during the term of this Agreement maintain such authorisation and be compliant with all applicable Financial Conduct Authority requirements.
- 6.3 The Intermediary shall comply with all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force including the Modern Slavery Act 2015 and shall not engage in any activity, practice or conduct that would constitute an offence under the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in England and Wales.
- 6.4 The Intermediary shall pay due regard to, and co-operate in respect of the observance of, any financial crime and economic, financial or trade sanctions laws, embargoes and regulations administered by OFAC or any other governmental entity which bind the relevant customer, the Intermediary or the Company.
- 6.5 The Intermediary shall not engage in any form of facilitating tax evasion, whether under UK law or under the law of any foreign country (including the Criminal Finances Act 2017). The Intermediary shall immediately report to the Company any request or demand from a third party to facilitate the evasion of tax, or any concerns that such a request or demand may have been made.
- 6.6 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 and regulations against bribery (including the Bribery Act 2010 and the US Foreign Corrupt Practices Act of 1977).
- 6.7 The Intermediary shall insofar as required to do so, and whether or not the Intermediary is an associated person of the other for the purposes of the Bribery Act 2010, the Criminal Finances Act 2017, the US Foreign Corrupt Practices Act of 1977 or any other relevant laws and regulations, maintain on an ongoing basis appropriate systems, procedures and controls designed to prevent any breach of paragraphs 6.1 to 6.6 above.
- 6.8 The Intermediary shall have in place adequate and effective procedures for detecting, monitoring and investigating fraud and will report promptly to the Company in writing any breaches of compliance which are relevant to these Terms. We reserve the right to perform our own investigation if we suspect there has been fraudulent activity and you agree to provide all reasonable assistance if we decide to do this.

- 6.9 Without prejudice to the generality of the foregoing the Intermediary shall maintain in full force throughout the term of this Agreement and for such period thereafter as may be necessary or desirable professional indemnity insurance cover at such level and on such terms as are prudent in the context of the insurance business conducted by the Intermediary and in any event not less than the level of professional indemnity insurance cover declared in the agency application form completed by the Intermediary. The Intermediary shall (if requested by the Company) deliver such evidence of such professional indemnity insurance cover as the Company may from time to time request.
- 6.10 The Intermediary shall notify the Company without delay (providing full details of all relevant information and documentation) in the event that:
- 6.10.1 the Intermediary is or is likely to become the subject of an audit or other investigation by the Financial Conduct Authority or any other regulatory authority;
  - 6.10.2 any regulatory approval or authority of the Intermediary is or is threatened to be suspended, withdrawn, qualified, impaired or modified;
  - 6.10.3 any professional indemnity claim or potential claim, or those relating to Contracts of General Insurance as contemplated under this agreement, are notified under the professional indemnity insurance to be maintained by the Intermediary pursuant to this clause 6.
  - 6.10.4 the bankruptcy, insolvency or receivership of the Intermediary or the Intermediary entering into a voluntary arrangement with its creditors or the dissolution of any partnership constituting the Intermediary or upon the presentation of a petition for the winding up of a corporate Intermediary; or
  - 6.10.5 any circumstances arise which may result in the ability of the Intermediary to comply with its obligations under this Agreement being impaired or restricted in any way.
- 6.11 The Intermediary shall keep the Company fully informed of all developments and/or decisions in respect of the above and shall provide such copy documents (including audit reports) as the Company may require.

## **7. COMPLAINTS**

- 7.1 In respect of business to which this Agreement applies, the Intermediary undertakes to advise the Company of any complaint received by the Intermediary which cannot be resolved by the end of the business day following the date of notification of the complaint to the Intermediary. The Intermediary shall provide the Company with all reasonable co-operation and assistance regarding the investigation of any such complaint.
- 7.2 In the event that the Company considers training for any of the Intermediary's staff to be appropriate following investigation of any complaint, the Intermediary agrees to arrange such training at the Intermediary's expense.

## **8. NEW BUSINESS**

- 8.1 The Intermediary will provide proposal forms (together with all other relevant documentation) to the Company within 30 days of cover being provided or as may be otherwise agreed by the Company in writing.
- 8.2 Any information required by the Company or the relevant insurer in order to confirm the acceptability of a proposed risk will be promptly obtained by the Intermediary and submitted to the Company or the insurer (as applicable). All terms and conditions applying to the insurance (including without limitation details of all limits and deductibles and the gross premium payable) will be notified to the policyholder by the Intermediary promptly and

accurately.

- 8.3 Where the Company is empowered to do so it will endeavour to issue the policy and other relevant documentation promptly upon receipt from the Intermediary of all information and documents required by the Company. All policy documentation received by the Intermediary will be passed immediately to the relevant policyholder by the Intermediary.
- 8.4 In the event of policy amendment or cancellation, the Intermediary will be responsible for the return to the Company of any statutory documentation required to be returned, including without limitation Motor or Employers' Liability Certificates of Insurance.

## **9. RENEWALS**

- 9.1 The Intermediary will pass promptly to the policyholder renewal documentation relating to the contract of insurance and will advise the policyholder of any change in the terms and conditions of the insurance and to the items covered.
- 9.2 Where it is responsible for issuing renewal documentation the Company shall use reasonable endeavours to issue such documentation to the Intermediary, or, where renewal is not invited, to advise the Intermediary of the decision not to renew, in sufficient time to enable the Intermediary to meet the requirements of the Financial Conduct Authority relative to renewal. Where the Company is authorised to renew contracts of insurance and does not intend to invite renewal of a particular policy, it will (subject to insurer consent) provide such information which is held by the Company as is necessary to enable the risk covered by such policy to be placed elsewhere.

## **10. CLAIMS**

- 10.1 The Intermediary must advise the Company or the insurer (as appropriate) and provide full details immediately when notification of a claim is received from a policyholder.
- 10.2 The Intermediary is not authorised to accept any liability (whether on behalf of the Company or otherwise) in respect of any claim or to arrange a claims settlement without the prior written consent of the Company or the relevant insurer (as appropriate).
- 10.3 Where the Company has authority to settle claims valid claims which have been agreed by the Company will be paid promptly by the Company after agreement by the relevant policyholder of settlement terms. Where a specific settlement date has been agreed the Company shall use reasonable endeavours to pay such claim on the agreed settlement date.

## **11. CREDIT AND PAYMENT**

- 11.1 Unless otherwise agreed, the Company shall be responsible for the preparation of a statement of account ("**Statement of Account**") (which may be in such form as the Company may determine) which shall be issued monthly in arrears by the Company to the Intermediary. The Statement of Account shall show the accounting transactions between the Company and the Intermediary during the period covered by the statement.
- 11.2 The Intermediary shall pay the Company within 30 days or as otherwise agreed between the parties in writing to this Agreement the full amount set out in the relevant Statement of Account, subject only to deduction of an amount equal to remuneration at the then prevailing rates (such remuneration being due to the Intermediary on receipt of premium from the policyholder). In the event that the full amount shown in each Statement of Account as being due to the Company is not paid when due, the Intermediary shall provide the Company with a full explanation in writing as to why any such amount(s) have not been paid no later than the date upon which such unpaid items should have been paid. Time shall be of the essence, both as regards times, dates and periods specified in this clause and as to any times, dates or periods which we may agree can be substituted for any of



them.

- 11.3 If the Intermediary fails to pay any sum payable to the Company under this Agreement on the due date, the Company shall (without prejudice to any of its other rights or remedies) have the right but not the obligation to lapse the relevant policy or policies in question and/or to require the Intermediary to pay interest on the unpaid sum at the rate applicable from time to time under the Late Payment of Commercial Debts (Interest) Act 1998, entitlement to interest at such rate to apply both before and after any judgment.
- 11.4 For the avoidance of doubt, the obligation of the Intermediary to make full payment to the Company of the amount detailed in each Statement of Account shall not be affected by:
- 11.4.1 any arrangement made by the Intermediary to allow credit to the policyholder;
  - 11.4.2 any delay caused by problems within the Intermediary's accounting system; or
  - 11.4.3 the inability of the Intermediary to obtain monies from the policyholder.

## **12. PROVISIONAL PREMIUMS**

- 12.1 Where it is not possible to finalise immediately the premium to be levied, the Intermediary will be responsible for collecting a provisional premium from the policyholder representing an approximation of the full premium to be charged where insurance cover has been effected or renewed pending completion of negotiations and the issue of relevant documentation. The provisional premium will be debited to the relevant Statement of Account or as otherwise agreed by the Company and paid by the Intermediary in accordance with the terms of credit referred to in clause 11 of this Agreement.
- 12.2 The Company and Intermediary will use all reasonable endeavours to ensure that agreement is reached as soon as possible as to the final premium to be charged and as to the final terms and conditions of the insurance. Any adjustments as may be required following the payment of the provisional premium by the Intermediary (including any overpayment of commission to the Intermediary) will be accounted for as between the parties at the time of such agreement.

## **13. RESPONSIBILITY FOR PREMIUMS, CLAIM MONIES AND OTHER SUMS**

- 13.1 The Intermediary shall be liable for all premiums and other monies due to the Company from the policyholder, including Insurance Premium Tax and provisional premiums, and for their collection from the policyholder.
- 13.2 Save where 13.4 applies, all premiums, claim monies and other sums received or collected by the Intermediary relating to insurance business transacted with the Company shall forthwith upon receipt be paid by the Intermediary into either a statutory trust or a non-statutory trust bank account in accordance with the FCA's CASS 5 regulations.
- 13.3 The Company will hold all premiums, return premiums and claims monies either in a statutory or non-statutory trust bank account operated in accordance with the FCA's CASS 5 regulations, or in an insurer trust account on behalf of the RT Insurer.
- 13.4 The Company has agreed, solely in respect of the products listed in Schedule 3, that the Intermediary acts as the RT Insurer's agent for the purposes of receiving and holding premiums from policyholders. All premiums and other monies received by the Intermediary pursuant to this Agreement shall be the property of the RT Insurer and shall be held by the Intermediary in trust for and on behalf of the RT Insurer. **Schedule 3 shall apply where the Intermediary acts as the RT Insurer's agent.** If you are not authorised by the FCA to hold client money, accessing any products for which we do not provide you with risk transfer is a breach of this Agreement and will place you in breach of CASS and other FCA rules leaving you at risk of regulatory fines.

- 13.5 The Company will hold the Intermediary's client's money as either agent of the RT Insurer or agent of the client, depending on which insurer(s) the Intermediary's client's insurance has been placed with.
- 13.6 Without prejudice to the liability of the Intermediary to account to the Company for all premiums and other monies due, where the Company agrees to a request from the Intermediary to make payment of a claim before receipt by the Company of the premium due, the Intermediary will be responsible for payment to the Company of the full premium due, including Insurance Premium Tax, in respect of that insurance.
- 13.7 The Intermediary will notify the Company within 30 days of commencement of cover if it fails to obtain the premium due from the policyholder. The Company will then decide whether to cancel the cover from inception or maintain the cover in force for a particular period. Where a time on risk charge is due for the period on cover, the Intermediary will be responsible for the payment of such premium to the Company together with Insurance Premium Tax thereon.
- 13.8 In the absence of the Intermediary notifying the Company they have failed to collect the premium within 30 days of commencement of cover, the Intermediary will be responsible for the full premium due even though the premium may not have been collected from the policyholder.
- 13.9 For the avoidance of doubt nothing in this Agreement gives the Intermediary any authority to permit any third party, sub-agent or appointed representative to receive, hold or pay money on behalf of the Company or the insurer without the Company's prior written consent.

#### **14. INSTALMENT PREMIUMS**

The Company will not be responsible for, or party to, any arrangements made by the Intermediary to collect premiums by way of instalments and any such arrangements will be entirely at the Intermediary's own risk and will not affect the Intermediary's obligations to account for such premiums to the Company.

#### **15. DATA PROTECTION**

- 15.1 Each of us shall be a Data Controller in relation to the Relevant Personal Data. Each of us shall comply with our obligations as a Data Controller under the Data Protection Law and the requirements set out in Schedule 4.
- 15.2 Without prejudice to the generality of clause 15.1, the Disclosing Party shall ensure that all Relevant Personal Data has been collected and disclosed to the Receiving Party in accordance with the Data Protection Law, that relevant authority and/or consent has been obtained and the Relevant Personal Data is accurate and up to date.
- 15.3 Where the Disclosing Party provides personal data belonging to a third party to the Receiving party, the Disclosing Party warrants that they have obtained the relevant authority and/or consent of that third party to provide such personal data to the Receiving Party for the Purposes.
- 15.4 Neither of us shall Process Relevant Personal Data for any purpose other than the Purposes.
- 15.5 Without Prejudice to clause 15.1, the Disclosing Party shall:
- 15.5.1 Transfer Relevant Personal Data using appropriate technical and organisational security measures including, but not limited to, using encryption and password protection.

- 15.5.2 Implement and maintain appropriate technical and organisational measures to preserve the confidentiality, availability and integrity of the Relevant Personal Data and prevent any unlawful processing or disclosure or damage, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of the data subjects;
- 15.5.3 Take reasonable steps to ensure the reliability of any of its Personnel and agents who have access to the Relevant Personal Data;
- 15.5.4 Ensure that only those of its Personnel or agents who need to have access to the Relevant Personal Data are granted such access to the Relevant Personal Data and only for the purposes of performing our respective obligations under this Agreement;
- 15.5.5 Ensure that Personnel who have access to the personal data have undergone training in the Data Protection Law and in the care and handling of Personal Data;
- 15.5.6 Not disclose any Relevant Personal Data to any third party in any circumstances except as required or permitted by these terms; and
- 15.5.7 Ensure that the Personnel and agents who, in accordance with clause 15.5.4, have access to the Relevant Personal Data:
  - (a) Are informed of the confidential nature of the Relevant Personal Data and are subject to appropriate contractual obligations of confidentiality; and
  - (b) Comply with the obligations set out in this clause 15.
- 15.6 The Receiving Party shall:
  - 15.6.1 Notify the Disclosing Party promptly, and in any event within 72 hours, of any known breach of technical and organisational security measures where the breach has affected or could have affected the Relevant Personal Data; and
  - 15.6.2 Notify the Disclosing Party promptly, and in any event within 72 hours, if it receives any request or enquiry from a Data Protection Regulator or data subject with regard to the Relevant Personal Data, and keep the Disclosing Party regularly updated as to how it handles such request or enquiry.
  - 15.6.3 Implement and maintain appropriate technical and organisational measures to preserve the confidentiality, availability and integrity of the Relevant Personal Data and prevent any unlawful processing or disclosure or damage, taking into account the state of the art, the costs of implementation, the nature, scope, context, and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of the data subjects;
  - 15.6.4 Take reasonable steps to ensure the reliability of any of its Personnel and agents who have access to the Relevant Personal Data;
  - 15.6.5 Ensure that only those of its Personnel or agents who need to have access to the Relevant Personal Data are granted such access to the Relevant Personal Data and only for the purposes of performing our respective obligations under this Agreement;
  - 15.6.6 Ensure that Personnel who have access to the personal data have undergone training in the Data Protection Law and in the care and handling of Personal Data;
  - 15.6.7 Not disclose any Relevant Personal Data to any third party in any circumstances except as required or permitted by these terms; and



15.6.8 Ensure that the Personnel and agents who, in accordance with clause 15.5.4, have access to the Relevant Personal Data:

- (c) Are informed of the confidential nature of the Relevant Personal Data and are subject to appropriate contractual obligations of confidentiality; and
- (d) Comply with the obligations set out in this clause 15.

## 15.7 Fair Processing notice

15.7.1 Personal information shared with the Company will be processed in accordance with the Company's Fair Processing Notice. A summary of which is below:

### Use of personal data

To the extent that any personal data is processed under or in connection with these Terms, Advisory Insurance Brokers Limited ("AIBL") is the data controller of such personal data for the purposes of the applicable data protection law. AIBL is part of the Ardonagh Group of companies, and we may share personal data you provide to us within the Ardonagh Group (see <http://www.ardonagh.com> for further details of the Ardonagh Group).

In connection with these Terms we (or the Ardonagh Group) will use personal data to:

- Assess and provide the products or services that you have requested (which may include the performing of a search with a credit reference bureau or data enrichment services, where necessary);
- Communicate in relation to servicing and administering your products;
- Develop new products and services;
- Undertake statistical analysis to help us improve our services and products;
- Provide additional assistance for these products or services; and
- Notify important changes to products and functionality changes to our websites.

From time to time we may use your information to provide you with details of marketing or promotional opportunities and offers relating to other products and services from The Ardonagh Group, subject to relevant marketing regulations and permissions.

When processing personal data, including in respect of the storage and disclosure of personal data, we follow strict security procedures in line with industry practices.

Full details of our processing activities are set out in the Advisory Insurance Brokers "Fair Processing Notice" which can be accessed here:

<https://www.towergateinsurance.co.uk/fpn/advisory-insurance-brokers>.

## 16. GENERAL INFORMATION

The Intermediary shall immediately notify the Company of any material change to its constitution, management or control, including without limitation, any change in directors, partners or control/ownership of the Intermediary, any change in the corporate or trading name of the Intermediary, and any transaction involving the transfer of 15% or more of the share capital of the Intermediary in issue as at the Commencement Date. The Company shall have the right to terminate this Agreement forthwith in the event of any of the aforementioned changes occurring.

## **17. TRANSFER OF AGENCY**

The Intermediary's rights and obligations under this Agreement are not transferable and the Intermediary must not novate, transfer, assign or delegate any such rights or obligations without the prior written consent of the Company. The Company may freely assign, delegate or transfer any rights or obligations under this Agreement without the Intermediary's consent.

## **18. SUB-AGENTS**

Without prejudice to the provisions of clause 17 the Intermediary shall not appoint any sub-agent to deal with the insurance business of the Company without first obtaining written authority from the Company.

## **19. NO PARTNERSHIP OR AGENCY**

Nothing in this Agreement shall be deemed to constitute a partnership, association, joint venture or other cooperative enterprise between the parties nor to constitute either party the agent of the other for any purpose unless specifically stated in this Agreement.

## **20. ADVERTISING**

The Intermediary shall not authorise the broadcast, publication or distribution of any Promotional Documentation without the Company's prior written approval.

## **21. INTELLECTUAL PROPERTY & CONFIDENTIALITY**

- 21.1 Unless otherwise stated nothing in this Agreement will result in the transfer of ownership from one party to the other of any intellectual property belonging to either party whether design, trademark, copyright or otherwise.
- 21.2 For the avoidance of doubt all intellectual property rights in the brand name, terms and wordings of any policy, guidance booklets, policy schedules and any associated documentation issued by the Company shall belong to the Company.
- 21.3 Save to the extent required in the performance of its obligations under this Agreement, the Intermediary hereby agrees to keep confidential, to protect and not to disclose to any third party any Confidential Information, in respect of the Company (both during the term and following termination of this Agreement). The Intermediary further agrees to use its best endeavours to prevent the disclosure of any Confidential Information of the Company (whether by any of its past or present employees, agents, representatives or otherwise) and shall not use or disclose such information except with the prior written consent of the Company or as required by law or in accordance with the order of a court of tribunal of competent jurisdiction. This obligation shall not apply to information which is publicly available or becomes publicly available otherwise than as a result of a breach of this provision or any other confidentiality agreement relating to any of the matters referred to in this Agreement.

## **22. COMPANY PROPERTY AND INSPECTION OF RECORDS**

- 22.1 All documents and literature including brochures, guides, computer software and hardware which the Company prepares and supplies to the Intermediary shall remain the property of the Company.
- 22.2 The Company may on reasonable notice during normal business hours inspect, examine, verify and take copies of any records (including electronic records) and documentation of the Intermediary which relate (whether in whole or in part) to any transaction made during the course of this Agreement. The Intermediary agrees to co-operate fully with any request made by the Company to inspect the records of the Intermediary and shall give to the Company and its representatives access to all premises which are used in connection with the business for such purposes.

22.3 The Intermediary shall keep all records relating to insurance transactions covered by this Agreement for a minimum period of 6 years following expiry of the relevant period of cover.

### **23. ENTIRE AGREEMENT, ENFORCEABILITY AND ELECTRONIC TRADING**

23.1 This Agreement and the Schedules contain the whole agreement between the Company and the Intermediary in relation to its subject matter, except as expressly stated in this Agreement or the Schedules. It supersedes any prior agreement between the parties, whether written or oral in respect of the matters specifically addressed in this Agreement.

23.2 The liability of each Company for their obligations under this Agreement shall be several and extend only to any loss or damage arising out of their own actions.

23.3 The Intermediary acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement.

23.4 Nothing in this Agreement purports to limit or exclude any liability for fraud.

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

23.6 Where the Intermediary trades with the Company electronically the additional terms set out in schedule 2 shall apply.

### **24. TERMINATION**

24.1 This Agreement may be terminated:-

24.1.1 by either party at any time on not less than 30 days' written notice;

24.1.2 by either party immediately if it has reasonable grounds to suspect fraud or dishonesty on the part of the other party;

24.1.3 by either party immediately where such party has reasonable grounds to suspect that the administration of the account is operated in a manner causing or likely to cause prejudice to the policyholders;

24.1.4 by either party immediately where the other party has committed an irredeemable breach of this Agreement;

24.1.5 by either party immediately where a breach which is capable of remedy (other than the payment of monies when due) has not been rectified by the party in breach within 14 days of a written request from the party not in breach to do so;

24.1.6 by the Company immediately in accordance with clause 16, or upon the death, bankruptcy, insolvency or receivership of the Intermediary or the Intermediary entering into a voluntary arrangement with its creditors or the dissolution of any partnership constituting the Intermediary or upon the presentation of a petition for the winding up of a corporate Intermediary (as appropriate); or

24.1.7 by the Company immediately upon any change in status of the Intermediary (whether regulatory or otherwise) including without limitation in the event that the Intermediary fails to maintain in full force authorisation by the Financial Conduct Authority for the intermediation of General Insurance business.

24.2 On termination of this Agreement: -

24.2.1 all premiums and other monies held by the Intermediary and to which the Company is or may become entitled shall become immediately due and payable by the Intermediary (including all known premiums not included in any Statement of Account) without set off or deduction;

- 24.2.2 any authority given to the Intermediary by the Company to place business or offer renewal of existing business shall immediately cease. The Company shall at its option lapse all policies as they expire commencing not more than 6 weeks after the date of termination and if so (except where this Agreement is terminated by the Company pursuant to any of sub-clauses 24.1.2 to 24.1.7 inclusive) the Company will supply to the Intermediary all documentation as is required to place the business elsewhere;
- 24.2.3 policies bound pursuant to this Agreement and prior to its termination, shall run until their natural expiry and the Intermediary shall, if requested by the Company, be obliged to continue to act in accordance with the provisions of this Agreement in respect of the administration of those policies;
- 24.2.4 no further commission will be paid by the Company save in respect of commission due and unpaid prior to the date of termination and subject to the right of the Company to set off any sums due and owing to the Company by the Intermediary on termination;
- 24.2.5 the Intermediary will return all policy and renewal documentation (including Motor and Employer's Liability Certificates) where the relevant policy has been cancelled;
- 24.2.6 the Intermediary will return to the Company all books, documents and literature (including all stationery, computer software and hardware) provided by the Company in connection with this Agreement;
- 24.2.7 the Intermediary shall indemnify and keep indemnified the Company and hold it harmless from and against all losses, liabilities, costs and expenses which the Company may incur in respect of any claims made against the Company or otherwise arising under the Transfer of Undertakings (Protection of Employment) Regulations 2006 in connection with the termination of all or any part of this Agreement.
- 24.3 In the event this Agreement is terminated by the Company pursuant to any of sub-clauses 24.1.2 to 24.1.7 inclusive the Company shall have the right to appoint another intermediary to service the relevant insurances and renewals and deal with policyholders, or to deal directly with policyholders itself, if, in its discretion, it considers this to be in the interests of policyholders. In the event that the Company elects to appoint another intermediary to service the relevant insurances and policyholders, or where it decides to deal directly with such policyholders itself, the Intermediary shall provide (without charge) such assistance (including without limitation such information as is necessary or desirable to facilitate the transfer of dealings with policyholders) as the Company may request. For the avoidance of doubt no provision of this Agreement (including any provision relating to ownership of intellectual property rights or confidentiality) shall restrict the ability of the Company to so deal with such policyholders direct or to pass their details and other information to a third party following termination by the Company pursuant to any of sub-clauses 24.1.2 to 24.1.7.
- 24.4 Clauses 11, 12, 13, 14, 15 and 32 shall remain in force following termination of this Agreement together with any other obligations of the parties expressly stated or implicitly required or intended to survive termination of this Agreement.

## **25. SUSPENSION**

Without prejudice to any other rights which the Company may have the Company may suspend, withdraw or modify any authority of the Intermediary to transact business on behalf of the Company rather than terminate this Agreement if the Intermediary is or is believed by the Company to be in breach of this Agreement.

## **26. NON-SOLICITATION**

During the term of this Agreement and for a period of 2 years following termination, the Company shall not use any information acquired by it as a result of this Agreement to:

- 26.1.1 directly and knowingly solicit business or provide information to a Third Party to enable that Third Party to solicit business or endeavour to entice away any clients of the Intermediary from the Intermediary;
- 26.1.2 directly and knowingly market to clients of the Intermediary; or
- 26.1.3 directly and knowingly provide information to a Third Party to enable them to market to clients of the Intermediary.

## **27. JURISDICTION**

This Agreement shall be construed and governed according to English Law and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

## **28. VARIATION**

The Company reserves the right to vary the terms of this Agreement at any time by giving 30 days' written notice to the Intermediary.

## **29. NO WAIVER**

The waiver by any party of a breach or default of any provision of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise any right or power or privilege that it has or may have hereunder, operate as a waiver of any breach or default by the other party.

## **30. THIRD PARTY RIGHTS**

Save for any company which is in the Company's group of companies 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 but this does not affect any right or remedy of a third party which exists or is available apart from that Act. The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.



### 31. FORCE MAJEURE

Neither party shall be liable for any delay or failure in the performance of their respective obligations under this Agreement insofar as the failure is due to an event beyond the reasonable control of either party (including unpredictable adverse weather conditions, national industrial strikes (excluding strikes or labour disputes originated by or involving only the relevant party's (or its agents or subcontractors') workforce or any part of it), war, acts of God, acts of terrorism, floods, earthquakes, or civil disturbance, in each case which could not have been reasonably foreseen and excludes a failure of the Intermediary's personnel, subcontractors or suppliers (a "**Force Majeure Event**"), provided that: (i) the relevant party has used all reasonable endeavours to mitigate the effect of any Force Majeure Event; and (ii) in the case of the Intermediary, the Force Majeure Event has not arisen as a result of the Intermediary's breach of an obligation under this Agreement including any delay or failure by the Intermediary to make timely payment of any sums due to the Company.

### 32. NOTICES

Any notice to be given pursuant to the terms of this Agreement shall be given in writing to the party due to receive such notice at (in the case of a company) its registered office from time to time or (in the case of an individual or partnership) at the address set out in this Agreement or such other address as may be notified from time to time to the other party. Notice may be sent via email or by first class post. Where notices are sent by post they will be sent to the Intermediary's registered office and (in the absence of evidence of earlier receipt) be deemed to have arrived 48 hours after posting. Email communications will be deemed to have arrived on completion of transmission.

Signed on behalf of **Those companies listed in Schedule 1** by:

Signed: .....

Name (Printed): .....

Title/Position: .....

Signed on behalf of **The Intermediary** by:

Signed: .....

Name (Printed): .....

Title/Position: .....

**Schedule 1**

- \*Advisory Insurance Brokers Limited, (Company Registration Number: 04043759; FRN: 313250),  
Registered Office: 2 Minster Court, Mincing Lane, London. EC3R 7PD
- \*CCV Risk Solutions Limited, (Company Registration Number: 05879041; FRN: 461649),  
Registered Office: 2 Minster Court, Mincing Lane, London. EC3R 7PD
- Oyster Risk Solutions Ltd, (Company Registration Number: 06144421; FRN: 467886),  
Registered Office: 2 Minster Court, Mincing Lane, London. EC3R 7PD

\* Various trading names apply

FOR INFO ONLY

**Schedule 2 - EDI Terms for Personal Lines General Insurance Business**

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

**1. Definitions**

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

**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.

Schedule 2 – continued

- 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.
- 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 Intermediary 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.

Schedule 2 - continued

**8. Accuracy of Data**

- 8.1 The Intermediary is responsible for the accuracy of all data input or processed by the Intermediary.
- 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 2 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 2 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



**Schedule 3 - Risk Transfer Addendum**

The Company has agreed pursuant to clause 13.4 that the Intermediary acts as a particular RT Insurer's agent, solely in respect of the products listed on our website at [https://www.towergateinsurance.co.uk/media/jbnij2se/towergate\\_schedule3.pdf](https://www.towergateinsurance.co.uk/media/jbnij2se/towergate_schedule3.pdf) as amended by the Company from time to time in accordance with those terms for certain policies written by the RT Insurer (such policies being the "**Risk Transfer Policies**"). The following provisions shall apply in respect of premiums relating to the Risk Transfer Policies:

1. The Intermediary shall act as the agent of the RT Insurer for the purpose of receiving premiums from policyholders, settling refunds and holding claims money prior to onwards transmission to policyholders.
2. The Intermediary shall remit to the Company the full premium due under each Risk Transfer Policy. Any premium instalment facility offered by the Intermediary to a policyholder shall be at the Intermediary's own risk.
3. The Intermediary may "co-mingle" monies held as the RT Insurer's agent and client monies in the same account.
4. The Company acknowledges on behalf of the RT Insurer that the rights of the RT Insurer to monies that are co-mingled are subordinated to the rights of the Intermediary's clients
5. Where you co-mingle as outlined in paragraph 3 above, monies held by you as the RT Insurer's agent must be held in a client money statutory or non-statutory trust account in accordance with the FCA's Client Assets Sourcebook (CASS 5 – Client Money: Insurance Mediation Activity). Alternatively, where you do not co-mingle as outlined in paragraph 3 above, monies held by you as the RT Insurer's agent must be held in a trust account on trust for the RT Insurer and may be held together with insurance monies held for other insurance undertakings, but not with any other monies.
6. The Intermediary shall provide, within 7 days of a request by the Company or the RT Insurer, a copy of the trust deed governing the trust account operated by the Intermediary under paragraph 5 above together with an acknowledgement from the bank at which the trust account is held that the bank is not entitled to combine that account with any other account or to exercise any right of set-off or counterclaim against money in that account in respect of any sum owed to such bank on any other account.
7. The Intermediary acknowledges the rights of the RT Insurer and the Company, to request balance summaries of all monies held by the Intermediary as the RT Insurer's agent at any point in time, which such summaries will be provided to the Company and/or the RT Insurer (as appropriate) within a reasonable timescale.
8. All premium monies collected by the Intermediary in connection with this Agreement for risks accepted under a Risk Transfer Policy are deemed to be held by the Intermediary on behalf of the RT Insurer. All rebate or refund premium moneys paid by Company to the Intermediary are deemed to be held by the Intermediary on behalf of the RT Insurer.
9. The Intermediary may deduct the Commission on business placed through the Company upon receipt of the premium from the client.
10. Unless the Company agrees otherwise the provisions of this Schedule will cease automatically should the RT Insurer's agreement with the Company be terminated, suspended or varied.
11. This Schedule will be valid until notice is issued to the Intermediary by the RT Insurer or the Company withdrawing such authority or the circumstances in paragraph 10 apply.
12. For the avoidance of doubt paragraphs 1 to 11 above shall only apply in respect of policies that relate to the products that are written by the RT Insurer:

Schedule 3 - continued

AIBL Business	Name of Agreement	Products	Underlying Insurer
Property Risk Solutions	Arch - Property risk Solutions	Property Owners' Insurance (PRS)	Arch Insurance (UK) Limited
Towergate (Caring Professions, Stevenage)	Allianz Martial Guard	Martial Guard - Quote & Buy facility	Allianz Insurance Plc
Towergate Riskline	Riskline Personal Household Combined	Premier Elite	PEN Underwriting

Before quoting these products please contact Footman James on 01384 218000 to confirm your agency is approved			
AIBL Business	Name of Agreement	Products	Underlying Insurer
Footman James	Collectors motor policy	Vehicle Collector/ Collectors	Azur Underwriting Ltd
Footman James	Coplus Lost Keys	Key Cover	Coplus
Footman James	Footman James Commercial Legal Expenses	Commercial Legal Expenses	Markel Legal Expenses
Footman James	Footman James Motor Trade	Motor Trade	NIG

Schedule 3 – continued

In addition to the products above, the following carriers provide Risk Transfer on all the policies we place:

Carrier ToBA Name	FCA Number
Acrisure UK MGA Limited	835270
Addept Insurance Services Ltd	586471
Ageas Insurance Limited	202039
All Broker Services Ltd	774744
All Seasons Underwriting Agencies Limited	308448
Allianz Insurance Plc	121849
Pet Plan Limited	311969
ARAG Legal Expenses Insurance Company Limited	202106
Arc Legal Assistance Limited	305958
Autohome Ltd	311683
Aviva Insurance Limited	202153
AXA Insurance UK plc	202312
Ecclesiastical Insurance Office Plc	113848
Generis Risk Solutions Limited	998092
Generis Underwriting Limited	823558
Hiscox Underwriting Limited	308922
Liverpool Victoria Insurance Company Limited	202965
Markel International Insurance Company Limited	202570
Markel (UK) Limited	402229
Markel Protection Limited	308829
Modus Underwriting Limited	663522
Prosure Solutions Limited	616453
RAC Motoring Services	310208
Royal & Sun Alliance Insurance Limited	202323
Ventis Specialty Limited	1010824
Zurich Insurance Company Ltd	959113

**Schedule 4 - Data Protection**

These are the categories of data that will be processed under these terms:

<b>Data Subjects</b>	<b>Customers</b>
<b>Categories of Data</b>	The categories of personal data, depending on the circumstance, may include Identification information (e.g. name or other unique identifier); Contact information (e.g. email address, postal address, telephone contact numbers); and Information about or relating to products or services provided to or for the benefit of a data subject.
<b>Categories of Special Category Data</b>	No special category data is to be processed by either of us under the terms.
<b>Processing Purposes</b>	Each of us shall process the Relevant Personal Data under the terms for the purposes set out in the terms.
<b>Nature of Processing</b>	The Relevant Personal Data will be transferred between the parties as set out in the terms.  Processing activities such as storage, retrieval, analysing, data collection may all be undertaken by the parties for the purposes set out in the terms.
<b>Duration of the Processing</b>	For the duration of the terms, or as otherwise set out in the terms.

**SCHEDULE 5**

**Definitions and Interpretations**

The following words and phrases used in these terms shall have the following meanings, except where the context clearly requires otherwise:

<b>“Commission”</b>	means commission receivable by you in accordance with these terms.
<b>“Commencement Date”</b>	means the date of the Intermediary’s accepting these terms and conditions via Company’s internet site or such other date as the parties may agree in writing.
<b>“Confidential Information”</b>	means all information and/or material which relates to the operations, plans, know-how, trade secrets, technical secrets, business affairs, finances, systems, processes, product information, personal data and/or methods of operation of, or held by, the Disclosing Party and/or such party’s Group (recorded in any form) which is disclosed by one party to the other party in connection with the operation of these terms (whether oral or in writing and whether or not such information is expressly stated to be confidential or marked as such).
<b>“Customer”</b>	has the meaning given to it in FSMA.
<b>“Data Protection Law”</b>	means all applicable data protection and privacy legislation, regulations and guidance including Regulation (EU) 2016/679 (the “General Data Protection Regulation” or the “GDPR”) and the Data Protection Act 2018 (or, in the event that the UK leaves the European Union, all legislation enacted in the UK in respect of the protection of personal data) and the Privacy and Electronic Communications (EC Directive) Regulations 2003; and any guidance or codes of practice issued by any Data Protection Regulator from time to time (all as amended, updated or re-enacted from time to time);
<b>“Data Protection Regulator”</b>	means the Information Commissioner’s Office and the European Data Protection Board, and in each case any successor body from time to time.
<b>“Disclosing Party”</b>	means the one of us who is disclosing Confidential Information and/or Relevant Personal Data to the other
<b>“DMD”</b>	means the Financial Services (Distance Marketing) Regulations 2004.
<b>“FCA”</b>	means the Financial Conduct Authority and any successor body from time to time.



Schedule 5 - continued

<b>“FSMA”</b>	means the Financial Services and Markets Act 2000 including the FCA Handbook and any other codes of practice, rules or regulations which the FCA may adopt and enforce.
<b>“Group”</b>	has the meaning given to it in section 474 of the Companies Act 2006.
<b>“Insurance Premium Tax”</b>	means the tax levied on insurance premiums by HM Government or any other fiscal authority from time to time.
<b>“Insurance Product”</b>	means the general insurance product or products that we provide to Customers.
<b>“Party”</b>	Means each of us, being the Intermediary and the Company.
<b>“Personnel”</b>	means, in relation to each of us, our partners or officers, employees, workers, contractors and/or sub-contractors.
<b>“Policy”</b>	means any policy or contract of insurance or reinsurance relating to an Insurance Product entered into by a Customer as a direct result of an introduction of a Customer to the Company by you.
<b>“Premium”</b>	means the gross selling price excluding Insurance Premium Tax in respect of any Policy.
<b>“Promotional Documentation”</b>	means advertisements, forms, documents, stationery, business cards, literature, printed materials, or other materials, relating to the Company, the Insurance Products or either or any of them, whether printed or otherwise.
<b>“Purposes”</b>	means those purposes of Processing set out in Schedule 4.
<b>“Receiving Party”</b>	means the party which is receiving the Relevant Personal Data from the Disclosing Party.
<b>“Relevant Personal Data”</b>	means the Personal Data set out in Schedule 4 which is transferred between the Parties.
<b>“Regulatory Requirements”</b>	means FSMA, DMD and any other applicable legal, statutory and non-statutory rules, regulations, instruments and provisions in force from time to time, including the rules, guidance codes of conduct, codes of practice, practice requirements and accreditation terms issued or stipulated by the FCA, or any other regulatory authority or body to which such party is subject from time to time.
<b>“RT Insurer”</b>	means an Insurer whereby money is held by the Company as agent of that Insurer under risk transfer

Schedule 5 - continued

The headings in these terms are inserted for convenience only and shall not affect its construction or interpretation.

Words importing the singular include the plural and vice versa.

Words importing a gender shall include all genders.

References to the words "include" or "including" (or any similar term) are not to be construed as implying any limitation and general words introduced by the word "other" (or any similar term) shall not be given a restrictive meaning by reason of the fact that they are preceded or followed by words indicating a particular class of acts, matters or things.

Reference to any agreement (including this Agreement), document, website or other instrument shall be construed as a reference to the agreement, document, website or instrument as amended, supplemented, substituted, novated or assigned (subject to all relevant approvals and any other provision of that particular agreement);

Reference to any statute, statutory provision, statutory instrument, regulation, rule, directive, request, publication or guideline of any governmental, intergovernmental or supranational body, agency department or of any regulatory, self-regulatory or other organisation or organisation includes a reference to such thing as from time to time amended, consolidated or re-enacted.

Business terms (including terms used in the financial services industry), names, soubriquets, meeting and report titles, document titles and role titles used in these terms that are not defined in these terms will have the meaning generally understood within the insurance industry.

The terms "personal data", "data controller", "data processor", "data subject" and "process" shall have the meanings given in the Data Protection Law.

If there is any conflict between the terms of the main body of these terms and any other Schedule, the terms of the main body of these terms shall prevail to the extent of that conflict.