

SUB-AGENT TERMS OF BUSINESS AGREEMENT

Early Intervention Scheme (EIS)

This agreement sets out the sub-agent relationship between you the **'intermediary'** and Alan Boswell Insurance Brokers Ltd (the **'company'**). It is intended to clarify responsibilities, which can be summarised as:

- The Intermediary will be responsible for obtaining all material facts and passing these on to the Company, as well as providing any advice to their client.
- The Company will provide an EIS quotation based on the information provided but has no responsibility for the sale or suitability of the policy.

By requesting a quote and by asking for a policy to go on cover you imply your acceptance of these terms. There is therefore no need for you to sign and return this terms of business agreement.

1. Term

This agreement shall be effective from the date the Intermediary signs the agreement until terminated in accordance with clause 9.

2. Responsibilities and Authority

2.1 A condition of the Intermediaries appointment is that they:

- are appropriately authorised by the Financial Conduct Authority (FCA)
- are not a defendant in any current civil proceedings connected with professional activities in which an allegation of fraud or dishonesty is being made
- have not been the subject of any current criminal proceedings, or been convicted of any criminal offence, either in the United Kingdom or overseas
- have not been subject to an application to be dissolved or struck off, entered into a voluntary agreements (to repay creditors), or been bankrupt or insolvent.

2.2 The Intermediary undertakes to obtain from their customer all material facts accurately and completely for disclosure to the Company and to make the Company aware of any material changes throughout the duration of any policy.

2.3 The Company will present quotation(s) accurately reflecting the terms offered by underwriters. The quotation will reflect the scope and type of coverage originally requested by the Intermediary unless stated otherwise.

2.4 The Intermediary will be responsible for ensuring the terms of the quotation(s) meet the demands and needs of the customer and are presented to the customer accurately reflecting the terms of the quotation offered.

2.5 The Company shall not be bound to incept any cover in the absence of both a written offer of cover by the Company and a written acceptance of cover by the Intermediary.

2.6 All claims or circumstances that may give rise to a claim must be reported to the Company and in accordance with the policy conditions.

2.7 For the purposes of this agreement the intermediary at all times will remain and shall be considered to be the agent of its customers in respect of all advice and transactions entered into.

2.8 The Intermediary has no authority to further delegate, assign or subcontract any functions outlined in this agreement. The Intermediary will therefore always be dealing with the customer directly and not through any third party.

3. Professional Indemnity

3.1 The Intermediary will maintain Professional Indemnity cover in accordance with FCA rules.

3.2 The Company cannot be held liable for any error or omission of the Intermediary or its Customer.

4. Market Security

The Company does not guarantee the solvency of any Insurer used or offered as security.

5. Commission

5.1 The Company will allow the Intermediary a share of its commission, subject to:

- this agreement being in force
- the Intermediary continuing to act for the customer.
- the premium having been paid to the intermediary by the customer.

5.2 The level and scope of remuneration will be agreed separately between the parties from time to time.

6. Customers Monies and Risk Transfer

6.1 Aviva appoints the Intermediary as its agent for the collection of premium for each policy on its behalf and for the refunding of premiums to customers, subject to the following sub-paragraphs:

6.1.1 All monies held by the Intermediary as Aviva's agent shall be:

- (i) deposited in a segregated bank account in an Approved Bank, which account shall be designated as an "insurance broking account" or "insurance bank account"; and (ii) held on trust for the benefit of Aviva.

6.1.2 The trust account, referred to above may be either:

- (i) for the benefit of Aviva (together, if applicable with other insurers with whom you place insurance business); or
- (ii) where FCA Rules permit monies held on trust for Aviva to be treated as "Client Money" such monies may be commingled with other "Client Money") and held in either a "Statutory Trust" or a "non-Statutory Trust" and Aviva consents to its interest under such trust being subordinated to the interests of each sub-agent's non-insurance undertaking clients

6.1.3 If requested, the Intermediary will supply the Company with the following:

- (i) copies of all documents setting up and designating the bank account and/or constituting the trust referred to in sub-Paragraph 6.1.1 and thereafter copies of any amendments to such documents; and
- (ii) copies of all audits and accounts produced in relation to the trust.

6.2 The intermediary shall be entitled to interest on any monies held in a bank account set up and operated in accordance with this Paragraph 6.1, subject where applicable to FCA Rules.

6.3 The intermediary may not secure any advances of credit against the bank account operated pursuant to this Paragraph 6.1 without Aviva's prior written approval. Any such securing must be where permitted by and in accordance with FCA Rules.

6.4 References in this Paragraph 6.1 to "trusts" shall in the case of monies held in Scotland, refer to monies held in accordance with the Scottish Law of Agency.

6.5 Aviva may withdraw this appointment from any Intermediary by providing 14 days' notice in writing.

7. Responsibility for Premium

7.1 The Intermediary shall be responsible for the collection and payment of all premiums which may be outstanding at any time relating to instructions given to the Company to incept or amend insurance on behalf of a Customer.

7.2 In the event a premium has not been paid to the Company within the Company's terms of credit the Company reserves the right to cancel the cover and notify the Customer directly of the cancellation.

7.3 In the event of cancellation the Intermediary shall remain responsible for payment of any outstanding premium. The Company shall return premiums rebated to it from Insurers in accordance with the policy conditions less any commission to which it is entitled.

7.4 Credit terms will mirror the terms you have directly with Aviva.

8. Compliance, Systems and Control

8.1 This agreement is entered into on the condition that you are an insurance intermediary authorised by the FCA pursuant to FSMA. In the event that you have not been granted such authorisation or such authorisation is withdrawn then Clause 9 shall apply.

8.2 It shall be a condition of this agreement that in performance of your obligations under this Agreement, you shall at all times comply with the FCA Rules and any failure by you to do so shall be construed as a material breach of this agreement.

8.3 Without prejudice to the other provisions of this Clause 8, you undertake, in the performance of this agreement to conform with all applicable requirements and, where appropriate and necessary for the purposes of supervision by a regulatory authority, the regulatory authority may address questions directly to you to which you shall reply.

8.4 Without prejudice to the other provisions of this Clause 8, you will implement appropriate systems of control, procedures and quality assurance methods to ensure that your business in relation to this agreement is conducted in:

8.4.1 compliance with all applicable requirements including, without limitation, the Bribery Act 2010, the Criminal Finances Act 2017 and any other applicable statutes, regulations and guidance relating to anti-bribery, anti-money laundering, anti-corruption and the prevention of the facilitation of UK and non-UK tax evasion; and

8.4.2 accordance with the requirements set out in this Clause 8 and with best practice in the insurance industry.

9. Termination

9.1 This agreement can be terminated:

9.1.1 By either party giving 14 days written notice.

9.1.1 In the event either party has its FCA authorisation to transact general insurance business withdrawn or suspended.

9.1.2 Immediately by the Company if it has reason to suspect the Intermediary of fraud, dishonesty or maladministration.

9.1.3 By the Company immediately in the event of the Intermediary becoming insolvent or appointing a receiver or liquidator, entering into a composition with creditors or the dissolution of a partnership or winding-up of a company.

9.1.4 Immediately by the Company if the Intermediaries agency with Aviva is terminated.

9.1.5 By the Company giving 3 months written notice should Aviva remove its delegated authority from the Company.

9.2 In the event of termination under clauses 9.1.1, 9.1.2 and 9.1.3 the Company reserves the right and may deal directly with the customer.

9.3 The Company shall not be liable to the Intermediary for any compensation in respect of losses, consequential or otherwise, arising as a result of the termination of this agreement

10. Non Solicitation Clause

10.1 Unless the Intermediary provides written consent, the Company will not contact any client without the Intermediaries prior approval, during the period of this agreement and for twenty four calendar months after the termination of this agreement.

10.2 The Intermediary agrees that the Company or someone acting officially on their behalf may contact a client if it is a legal or regulatory requirement to do so, in order to act in the best interests of the client or other parties to the insurance contract. This includes where the agreement has been terminated under clauses 9.1.1, 9.1.2 and 9.1.3.

10.3 If a client makes any unsolicited direct contact to the Company then the Company shall not be prohibited from dealing with them. The Company shall also not be prohibited from dealing with business relating to the Intermediaries client on behalf of "another intermediary" who has obtained a formal appointment to act on behalf of the client.

11. Variation

The Company reserves the right to vary this agreement by giving thirty days notice to the Intermediary. Any variation in trading style will not be subject to the notice period stated herein.

12. Indemnity from the Intermediary

The Intermediary shall indemnify the Company in respect of any loss whether financial or otherwise suffered by the Company in respect of any breach of this agreement and/ or error omission or negligence by the Intermediary.

13. Confidentiality and Data Protection

13.1 Both Parties will treat information received from the other relating to this agreement and to the customers business 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 the business and except as may be required by law or the FCA.

13.2 The parties acknowledge that each party will act as a separate and independent Data Controller in relation to the personal data which they process pursuant to this agreement.

13.3 In the performance of the agreement each of the parties will comply with their respective obligations under the Data Protection Laws in respect of Processing of Personal Data. In performing obligations under this agreement, each party ("**Discloser**") may transfer or disclose Personal Data to the other party ("**Recipient**").

13.4 Where acting as a Discloser, each party warrants, undertakes and confirms that:

13.4.1 it is not and will not be, subject to any prohibition or restriction which would restrict or otherwise affect its ability to disclose or transfer contact details and other relevant Personal Data relating to customers and/or potential customers;

13.4.2 any such disclosure or transfer will not give rise to any breach of any provision of the Data Protection Laws, any duty of confidentiality, any intellectual property rights of a third party or any contractual obligation on its part;

13.4.3 it will only disclose the Personal Data for one or more defined purposes which are consistent with the terms of this agreement (other than to comply with a requirement of applicable law to which a party is subject) ("**Purposes**");

13.4.4 it will take all reasonable steps appropriate to provide a fair processing notice to those Data Subject(s) whose personal data are to be disclosed under this agreement, informing them that their Personal Data will be disclosed to the Recipient for the Purposes; and

13.4.5 it has obtained necessary consents or authorisations required to permit the disclosure of such Personal Data to the Recipient for the Purposes.

13.5 Where acting as a Recipient, each party shall comply with applicable Data Protection Laws and, without limitation to the foregoing:

13.5.1 put in place and maintain appropriate technical and organisational measures to protect the Personal Data against unauthorized or unlawful Processing or accidental destruction, loss or damage;

13.5.2 have adequate security programmes and procedures to ensure that only authorised personnel have access to Personal Data and that any persons authorised to have access to Personal Data shall respect and maintain all due confidentiality;

13.5.3 only Process the Personal Data for the Purposes;

13.5.4 not Process Personal Data for longer than is necessary to carry out the Purposes (other than to comply with a requirement of applicable law to which the Recipient is subject); and

13.5.5 notify the Discloser without undue delay following any Personal Data Breach involving the Personal Data and each party shall co-operate with the other, to the extent reasonably requested, in relation to any notifications to Supervisory Authorities or to Data Subjects which are required following a Personal Data Breach involving the Personal Data.

13.6 Each party shall co-operate with the other, to the extent reasonably requested, in relation to:

13.6.1 any Data Subject Requests;

13.6.2 any other communication from a Data Subject concerning the Processing of their Personal Data; and

13.6.3 any communication from a Supervisory Authority concerning the Processing of Personal Data or compliance with the Data Protection Laws.

14. Contracts (Rights of Third Parties) Act 1999

Unless otherwise agreed between the parties, no term of this agreement is enforceable by a third party under the Contracts (Right of Third Parties) Act 1999

15. Law and Jurisdiction

This agreement shall be governed and construed in accordance with the laws of England and Wales.

16. Several Provision

If any provision of this Agreement shall be held unenforceable the remainder shall remain in full force and effect.

17. Complaints

17.1 The Intermediary will follow FCA rules concerning complaints and keep accurate records.

17.2 Any complaint relating specifically to the policy wording may need referral to Aviva and should be notified to us immediately.

Confirmation by intermediary

By requesting a quote and by asking for a policy to go on cover you imply your acceptance of these terms. There is therefore no need for you to sign and return this terms of business agreement.

Confirmation by Company

Signed:



On behalf of: Alan Boswell Insurance Brokers Limited