

DIRECTLY AUTHORISED AGENTS TERMS OF BUSINESS AGREEMENT



("the Agreement") between

Wessex Group

("the Company"); and

Affiliate name

("the Intermediary")

Intermediary

Effective Date

dd mm yyyy

Reference No.

This document is important as it sets out the terms upon which the Wessex Group does business with you in respect of business you generate for the Wessex Group direct to public brand iprotectinsurance.co.uk

1 Scope

- 1.1 The Company and the Intermediary agree that from the Effective Date shown above, the terms of this Agreement shall apply to activities undertaken by the Intermediary relating to classes of Insurance business which the Company provides from time to time under its direct to public brand iprotectinsurance.co.uk.
- 1.2 The Company reserves the right, at its discretion, not to accept any, some or all of the business facilitated or introduced to it by the Intermediary.
- 1.3 The Intermediary warrants that it holds all necessary authorisations and will comply with all statutory provisions, regulations, directions, permissions, licences, waivers, consents, registrations, approvals and other authorisations of competent authorities relating to its activities under this agreement, and all codes of practice or conduct (whether statutory or otherwise) which apply to the Intermediary from time to time. If the Intermediary ceases to hold a necessary authorisation, it must immediately notify the Company. The Company will forthwith cease to accept business from the Intermediary.
- 1.4 The Intermediary shall immediately notify the Company of any change in the owners or partners of the Intermediary (including all changes in the name or trading name of the Intermediary) or in its regulatory status and will supply details requested by the companies in regard to any such alteration. The Intermediary shall notify the Company of any change to the persons authorised to sell General Insurance products within their company.
- 1.5 The Intermediary shall abide by FSA rules and regulations and all other applicable laws, statutes, regulations and rules as may be in force from time to time. The Intermediary agrees that they must be directly authorised by the FSA to sell general insurance products and be responsible for the continued maintenance of their authorisation. The Intermediary agrees that they are responsible for the content of their own website and any content or communications the Intermediary permits any third party to use in connection with the Company and its products as set out in the Schedule of this agreement.
- 1.6 Other than as set out in this Agreement or as expressly agreed in writing by the Company, the Intermediary has no authority or power;
 - 1.6.1 to bind the Company; or
 - 1.6.2 to collect monies on behalf of the Company; or
 - 1.6.3 to admit claims on behalf of the Company; or
 - 1.6.4 to incur any liability on behalf of the Company.
- 1.7 The Intermediary shall be responsible as principal for all regulatory requirements in relation to its appointed representatives and introducer appointed representatives.
- 1.8 The Intermediary shall provide the Company with any assistance reasonably requested by the Company in connection with any claim or legal action involving an Insured Person
- 1.9 The intermediary will facilitate members of the general public to visit the iprotectinsurance.co.uk website and it will be at the sole discretion of those members of the public to choose to become a customer of the Company.

2 Fees

- 2.1 The Company will pay a fee to the Intermediary in accordance with the Schedule attached. The Company may vary the fee and the terms on which fees are payable under this Agreement at any time by giving 30 days written notice.
- 2.2 All sums payable from the Company to the intermediary under this Agreement are inclusive of any Value Added Tax or other applicable taxes.
- 2.3 No other expenses, compensation or payment whatsoever shall be payable under this Agreement to the Intermediary, unless expressly agreed in writing between the Intermediary and the Company.
- 2.4 Fees will become payable only when the business has been accepted by the Company and the first premium received. First premium will include premium paid in direct debit instalments by the insured person
- 2.5 At the Intermediary's request, provided the intermediary ensures a suitable tracking code will identify any qualifying business, the Company will pay a part of the fee to a third party in respect of that qualifying business. The format and registration of the tracking code, start date and end date where applicable to be mutually agreed and confirmed in writing.
- 2.6 The Company's statement of account shall be the prime record of fees due to the Intermediary. The Company will endeavour to investigate any mistakes brought to its attention by the Intermediary as soon as is reasonably practicable.

3 Documentation and Conduct of Business

- 3.1 The Intermediary undertakes following the introduction of a customer to the Company to have no further contact whatsoever with any customer of the Company in connection with any insurance product sold by the Company.
- 3.2 The Company will deal directly with any customer introduced by the Intermediary, or with an agent of the customer in respect of the customer's policies with the Company to enable the Company to fulfil its regulatory or contractual obligations in respect of policy administration, claims or policy renewal.
- 3.3 No cover shall commence until the customer's proposal or request for cover has been accepted by the Company. The Intermediary has no authority to accept cover on behalf of the Company.
- 3.4 The Intermediary shall if it receives a complaint which relates to the regulated activities of the Company notify the Company immediately and provide the Company promptly with copies of any relevant documentation and information, the originals of which the Intermediary will retain for at least three years.
- 3.5 The Company will if it receives a complaint which relates to the regulated activities of the Intermediary notify the Intermediary immediately and provide the Intermediary promptly with copies of any relevant documentation and information, the originals of which the Company will retain for at least three years.

4 Data Protection Act 1998

- 4.1 The Data Controller, in relation to any personal data supplied by the Intermediary or the Intermediary's client, is Wessex Administration Services Ltd (part of the Wessex Group). For the avoidance of doubt the Intermediary will remain the Data Controller for personal data supplied to the intermediary by their clients in respect of any products or services not provided to their clients by the Company.
- 4.2 The information provided will become part of the personal data held by Wessex Administration Services Ltd and will be used for the provision and administration of insurance products and services. It may be disclosed to other third party organisations for underwriting and claims handling purposes. In addition the Wessex Group may seek information from other insurance companies and other third party organisations to check the answers provided. Where fraud is suspected, the Company may disclose data to other parties if requested.
- 4.3 Each party shall ensure that all personal data is kept secure and in accordance with all relevant legislation and warrants to the other that;
 - 4.3.1 it will ensure that all necessary technical and organisational measures are in place to prevent unauthorised or unlawful processing or accidental loss, damage or destruction of personal data having regard to the harm that might result there from and the nature of the data; and

- 4.3.2 it will take all necessary steps to ensure the reliability of those members of its staff who will have access to such personal data.
- 4.4 Information about the Intermediary and the Intermediary's dealings with the Company may be held on computer. The Company reserves the right in the event of a breach of these conditions to share this information with other financial institutions and the appropriate regulatory authorities.
- 4.5 The Company may search files made available to it by credit reference agencies. They may hold a record of that search. Credit reference agencies share information with other organisations, to assist in the tracing of debtors or to prevent fraud.
- 4.6 Information about the Intermediary may be passed to other contracting parties of the Company conducting market research, preparing strategic or other marketing plans, gauging product sales or product performance, either alone or in conjunction with other parties.

5 Termination

- 5.1 This Agreement may be terminated:
- 5.1.1 at any time by mutual agreement between the Company and the Intermediary;
 - 5.1.2 by either party on the expiry of 30 days written notice to the other party;
 - 5.1.3 by written notice from the Company to the Intermediary with effect from the date stated in such notice if the Intermediary commits a material breach of any of the provisions of this Agreement, and, in the case of a material breach capable of remedy, fails to remedy the same within thirty days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;
 - 5.1.4 automatically if either party is not directly authorised by the FSA to carry out Regulated Activities;
 - 5.1.5 automatically on the entry of the Intermediary into voluntary arrangements with the Intermediary's creditors, the commencement of bankruptcy or winding up proceedings against the Intermediary or the appointment of a receiver or of an administrative receiver over the assets of the Intermediary or the entry of the Intermediary into liquidation (whether voluntary or compulsory);

6 Variation

- 6.1 The Company reserves the right to vary these terms of business by 30 days written notice to the Intermediary. In the event that the Intermediary does not accept the variation, the Intermediary can immediately invoke the provisions of Clause 5 above.

7 Miscellaneous

- 7.1 Any notice to be served upon the Intermediary under this Agreement is deemed to have been duly served if sent by post, hand, fax or email to the Intermediary at their registered office or last known address. Service shall be deemed to be two days after posting if sent by post, and, if delivered by hand, fax or email, at the time of delivery (if during business hours) or the commencement of the next working day (if outside business hours).
- 7.2 Failure or delay by either party to enforce any of its rights under the Agreement or dispensation from any obligation under this Agreement shall not be a waiver of such rights or a variation of this Agreement.
- 7.3 The parties acknowledge that this agreement contains the whole agreement between the Company and the Intermediary and that they have not and will not rely upon any oral or written representation made to them or by other people, or the agents or employees of the other party.
- 7.4 This Agreement shall be assignable only with the consent of both parties. Nothing herein contained shall be deemed to restrict the Company's entitlement in any case to require a proposed assignee to enter into an Agreement directly with the Company.
- 7.5 If more than one person is shown herein as the Intermediary, they shall be jointly and severally liable for the performance of this agreement (including any clawback of fees paid), and written notice to one such person shall be deemed to be written notice to all.
- 7.6 If any provision of the Agreement is held by any court or any other competent authority to be void or unenforceable in whole or in part, the Agreement shall continue to be valid as to the other provisions thereof and as to the remainder of the affected provision.
- 7.7 No variation of the terms of the Agreement (other than a term expressed herein to be variable by a

Party) shall be effective unless given in writing and signed by a duly authorised representative of each Party.

7.8 No person who is not a party to this Agreement has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This clause does not affect any remedy or right of a third party which exists or is available apart from that Act.

7.9 This Agreement shall be governed interpreted and construed in all respects according to English Law, and the parties hereby submit to the exclusive jurisdiction of the English Courts.

8 Web Site Content

8.1 The Intermediary agrees that their Website will not contain information which contains any content that is considered to be threatening, defamatory, fraudulent, illegal, offensive, obscene or harassing or contains any nudity or lewd or pornographic material.

8.2 The Intermediary undertake and warrant to the Company that the Intermediary shall not participate in mass un-solicited e-mailing (i.e. spamming).

8.3 The Intermediary shall ensure that any and all applicable promotional material developed and used by the Intermediary, including but not exclusive to promotional information, pricing, product names, product descriptions at all times accurately reflects the information the Company have signed off in accordance with 8.4 below

8.4 The promotional messages and material and any advertising issued by the Intermediary which relates to the Company or their products can only be issued with the prior written consent of the Company.

For and on behalf of the Company

Status

Date

*Managing Director
Wessex Group*

dd mm yyyy

For and on Behalf of the Intermediary
(If a partnership all partners to sign)

Status

Date

Wessex Group is the trading name of WIMS Ltd, company registered no. 3729853 and Wessex Administration Services Ltd, company registered no. 1871314. WIMS Ltd is authorised and regulated by the Financial Services Authority (FSA) no. 306840. Wessex Administration Services Ltd is an appointed representative of WIMS Ltd.

SCHEDULE Fees

A fee is payable by the Company to the Intermediary for every person it facilitates to visit the iprotectinsurance.co.uk website who is accepted as a customer of the Company when buying a product sold by the Company for which premium is received by the Company in accordance with clause 2.4 .

Protection products

Protection products are currently known as Mortgage Protection (MPPI), Lifestyle Protection, Free to Switch Insurance, Tenant Rent Protection and for the purposes of this agreement will be deemed to include any similar product iprotectinsurance.co.uk may offer from time to time added by mutual agreement and confirmed by the Company in writing to the Intermediary

Fee due to Intermediary - £TBA

Fees paid to the Intermediary monthly paid by BACS Transfer/Cheque within 20 working days of month end. A bordereau will be provided to the Intermediary detailing the transactions for the period.

Non-Protection product

Non-Protection products are currently known as Gadget Insurance, Phone-PLUS Insurance and for the purposes of this agreement will be deemed to include any similar product iprotectinsurance.co.uk may offer from time to time added by mutual agreement and confirmed by the Company in writing to the Intermediary

Fee due to Intermediary - £TBA

Fees paid to the Intermediary monthly paid by BACS Transfer/Cheque within 20 working days of month end. A bordereau will be provided to the Intermediary detailing the transactions for the period

At the request of the Intermediary the Company will pay a part of the fee to any third party with whom the intermediary makes an agreement in connection with facilitating members of the general public to visit the iprotectinsurance.co.uk website and buy products.

With special reference to any existing policies transferred to the Company by the Intermediary, these will be the subject of separate negotiation and any variation of fees mutually agreed and confirmed in writing.

WESSEX GROUP - TERMS OF BUSINESS REGISTRATION FORM



Company Name

Affiliate Name

Business Type

Sole Trader

Partnership

Ltd Company

Full names including title

Address (in full) to which all communications should be sent

Registered Office Address (if different to above)

Contact Telephone Number

Email Address

Occupation or Profession

Bank Name and Address

Account Number

Account Name

Sort Code

Is the above Bank Account to be used in respect of all commission payments?

YES /NO If individuals within your organisation have separate bank details for commission purposes please advise on a separate sheet of paper. Alternatively if you do not wish to divulge this information in writing, please contact our Sales Support Team on 01962 892084.

Company FSA Registration Number

Individual FSA Registration Number (if applicable)

Professional Indemnity Policy Number

Professional Indemnity Insurer

