



TERMS OF BUSINESS AGREEMENT

THIS AGREEMENT (Ref: made the

BETWEEN

LFC Insurance Brokers Ltd trading as LFC SHIELD

whose registered offices are at

LFC House, Knight Street, South Woodham Ferrers, Essex CM3 5ZL

("We, Us, Our")

and

whose registered offices are at:

("You, Your")

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1. DEFINITIONS

- 1.1 "We, Us, Our" includes any person or legal entity to which We may:
- (a) Assign or transfer the business of ; or
 - (b) Grant a Licence or Agency to conduct the day to day running of Our business and whose identity shall have previously been notified to You in Writing.
- 1.2 "You", "Your" includes any subsidiary or holding company of Yours if it is an incorporated body.
- 1.3 "Client" means any person, firm or company who effects or proposes insurance of any kind whatever through, by or with Us and whose agent for the purpose of arranging, negotiating or effecting such insurance is or was You.
- 1.4 "Premium" or "Premiums" means the sums paid or payable by any Client for insurance of any kind effected through, by or with Us and includes Insurance Premium Tax (IPT) and any Policy Fee charged by Us.
- 1.5 "Gross Premium" means Premium before the addition of IPT and Policy Fees
- 1.6 "Policy" means the Policy or Certificate of Insurance issued by Us on behalf of Underwriters.
- 1.7 "F.S.A." means the Financial Services Authority in the United Kingdom.
- 1.8 "F.S.M.A." means the Financial Services and Markets Act.
- 1.9 "Rules" mean the rules of the F.S.A.

2. STATUS OF THE PARTIES TO THIS AGREEMENT

- 2.1 You shall act and be deemed to be acting as agent for the Client.
- 2.2 You have no authority to act as an agent for Us (other than in respect of the collection of the Insurance Premium).
- 2.3 You have no authority to accept Insurance cover for or on Our behalf.
- 2.4 You have no authority to accept, reject, compromise or settle claims made by any Client.
- 2.5 You will not use Our name, trade names, trade marks or logo's or data or any part of them in advertising, including Your web-sites and links from Your web-sites without Our prior written agreement.
- 2.6 We are agents for Underwriters in all respects operating under binding authorities placed with certain Underwriters. We will notify You if there is any deviation.
- 2.7 You may not introduce any business to Us that has been introduced to You by another intermediary or agent without in each and every case notifying Us at the time You seek a quotation and obtaining Our express agreement.
- 2.8 You are directly authorised by the F.S.A.
- 2.9 Nothing in this Agreement shall create a partnership or joint venture between You and Us.

3. DUTY OF DISCLOSURE

- 3.1 You undertake to advise Us of all material facts (including claims experience) in respect of every risk submitted for quotation and before the contract is finalised. If there is any doubt as to whether information is material, it must be disclosed. This duty of disclosure also applies at renewal and throughout the term of the Policy. If You are unable to inform Us of any material fact because of any instructions to the contrary by the Client You shall decline to act for the Client in any insurance dealings with Us.
- 3.2 Any breach of this duty of disclosure may entitle Underwriters to void the Policy from inception and repudiate liability in respect of any claims under the Policy.
- 3.3 We accept no responsibility for any act, error or omission on Your part.

4. QUOTATIONS

- 4.1 We will provide quotations based upon the information supplied by You. Such quotation will include any variation in the terms and conditions of Our Policy form upon which the quote is based and where information is missing any assumptions made by Us in order to provide the quote. It is Your duty to check with the Client to ensure that they are fully aware of all the terms and conditions of the quote and of all the facts provided or assumed in order to provide the quote. Full details of Our Policy forms are available at www.lfcshield.co.uk.

5. CONFIRMATION OF COVER

- 5.1 We will prepare a Declaration to be signed and returned by the Client within 30 days.

- 5.2 **You** must examine all documentation produced by **Us** and will advise **Us** immediately if any of the terms and conditions do not accurately meet the **Client's** instructions.
- 5.3 You must pass all **Policy** Documentation, including all endorsements, conditions and clauses applying to the **Policies**, to the **Client** immediately on receipt from **Us**. Failure to do so could expose **You** to an errors and omissions claim.

6. RENEWALS

- 6.1 **We** undertake to produce renewal invitations or decline to renew:
a) in respect of Private contracts at least three weeks prior to renewal date.
b) in respect of Commercial contracts in good time for renewal date.
It is **Your** responsibility to ensure that **Our** Invitation is passed on to the **Client** and that all material facts and amendments are requested from the **Client** and these are disclosed promptly to **Us**.
- 6.2 Policies are not automatically renewed, cover ceases at the expiry date of the prior years **Policy** and is only renewed upon confirmation by **You**.
- 6.3 **We** will withhold Employers Liability Certificates until such time as **You** confirm the **Policy** is to be renewed.

7. TERMINATION OF POLICY

- 7.1 Where a **Client** terminates their **Policy** prior to expiry date **You** shall use all reasonable endeavours to return any relevant documentation to **Us** no later than 10 days after notice of termination has been given. If **You** are unable to return an Employers Liability Certificate **We** may retain the **Premium** relating to that section of the **Policy**.

8. PAYMENT OF PREMIUMS / RISK TRANSFER

- 8.1 All **Premiums** received by **You** from **Clients** and all rebates or refunds of **Premium** paid by **Us** to **You** are deemed to be held by **You** on behalf of Underwriters.
- 8.2 The money referred to in paragraph 8.1 is to be held by **You** on Underwriters behalf in a Statutory or Non-Statutory Trust account until paid to **Us** in accordance with paragraph 8.5. Where **Premiums** are co-mingled with monies held by **You** on behalf of **Clients** **We** acknowledge that **Premiums** held on behalf of Underwriters shall in the event of a primary or secondary pooling event (as such terms are defined in the **Rules**) rank subordinate to **Client** funds.
- 8.3 **You** are entitled to any Interest or Investment income earned on the monies held in accordance with paragraphs 8.1 and 8.2.
- 8.4 **You** shall be liable as principal to **Us** for any **Premium** payable by any **Client** (whether paid to **You** or not) once a risk has been placed on cover and **You** shall pay the same to **Us** in accordance with paragraph 8.5. Nothing contained herein shall prevent any action by **Us** against any **Client** for non - payment of **Premium** due to **Us** where **We** have reason to believe that the **Client** has not paid the Premium to **You**.
- 8.5 **You** shall pay to **Us** within 30 days of the end of the month in which a
a) renewal is due,
b) **Policy** incepts or
c) debit note is issued to You (in the case of an adjustment).
- 8.6 Should **You** fail to pay **Us** in accordance with paragraph 8.5 **We** may:
a) inform the **Client** of that fact,
b) require **You** to pay **Us** 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,
c) consider this to be a material breach of this Agreement and subject to termination in accordance with paragraph 11.2.
- 8.7 **You** shall notify **Us** in writing within 30 days of the commencement of cover for new business and renewals or within 30 days of the debiting of any adjustments if **You** fail to obtain the full **Premium** from the **Client**. **We** shall then be entitled to cancel the **Policy** Ab-Initio or if the **Premium** has been part paid by giving notice under the cancellation provision of the **Policy** by writing directly to the **Client**.
- 8.8 Where **You** make use of Third Party Premium Finance **You** shall ensure that the **Premium** is received in adequate time to pay **Us** under the terms of paragraph 8.4 Failure to do so will give **Us** the right to cancel the **Policy** for non-payment of **Premium**.
- 8.9 Where **You** use **Your** own funds to finance the **Premium** payment the full **Premium** is to be paid into a trust account on **Our** behalf at the commencement of the finance agreement and shall be paid to **Us** in accordance with paragraph 8.5.
- 8.10 Where the **Premium** is being collected by **Us** under **Our** premium finance agreement responsibility for the collection of installments rests solely with **Us**. In the event of the **Client** defaulting on an installment **We** may cancel the **Policy**.

- 8.11 Where **We** have cancelled a **Policy** in accordance with the cancellation provisions contained therein **We** will give a pro rata rebate directly to the **Client** and debit **Your** account with the commission element of the refund which shall be repaid to **Us** by **You** in accordance with paragraph 8.5.
- 8.12 Where it is not possible to agree the full **Premium** within 15 days after commencement or renewal of cover, **You** shall (if **We** require) request from the **Client** a provisional **Premium** representing an approximation of the full **Premium** applicable. **We** shall charge and **You** shall pay the amount of this provisional **Premium** in accordance with the terms of paragraph 8.4. Any provisional **Premium** shall be treated in the same way as other **Premiums** are treated under this Agreement.. The final **Premium** to be paid by the **Client** and any change in the terms and conditions of the insurance are to be confirmed as soon as possible. If there are any adjustment to be made after **You** have collected any provisional **Premium**, a debit note will be issued as an adjustment to be paid in accordance with the terms of paragraph 8.4.

9. COMMISSION

- 9.1 **We** will pay **You** commission upon the **Gross Premiums** for insurance placed by **You** with **Us**. Where more than one party claims entitlement to commission then it shall be at **Our** sole discretion to determine how the commission shall be apportioned between such parties.
- 9.2 Commission on any business will become due and payable to **You** on collection of the **Premium** from the **Client** concerned or on collection of the **Premium** from any third party funding the **Premium** on behalf of the **Client** or on receipt of the commission in accordance with paragraph 9.6.
- 9.3 The rate of commission will be fixed by **Us** giving notice in writing to **You** of the rate of commission. The rate of commission may be varied by **Us** giving to **You** 30 days notice in writing.
- 9.4 **You** are authorised to deduct **Your** commission fixed in accordance with the provision of paragraph 9.2 from **Premiums** payable.
- 9.5 Where for any reason the **Client** is entitled to a refund of **Premium** **You** shall repay to **Us** commission at the rate paid within 30 days of the end of the month in which a debit note is issued to **You**.
- 9.6 Where a **Premium** is being collected by **Us** under **Our** Premium Finance agreement the commission shall be added to **Your** statement and shall become payable within 30 days of the first installment being successfully collected. In the event of a **Policy** being cancelled as a result of the **Client** defaulting on an installment **Your** account will be debited with the commission in proportion to the unpaid **Premium**
- 9.7 Where any fees are added by **You** to the amount invoiced by **Us** this must be shown separately and clearly on the invoice to the **Client** as being **Your** charges and not **Our's** and are additional to the **Premium** charged by Underwriters.

10. CLAIMS

- 10.1 **You** shall act as agent for the **Client** in all aspects of the handling of claims including the receipt of payment of any claim.
- 10.2 It is essential that **We** are advised immediately of all incidents which may result in a claim under a **Policy**, whether the **Client** believes they are liable or not.. Any letter or claim received by the **Client** must be passed to **Us** immediately. Failure to report a claim immediately may result in Underwriters rights being prejudiced and lead to the claim being declined.
- 10.3 **We** shall have the option of paying a claim by cheque, Direct Credit or Bank transfer.
- 10.4 **You** shall forthwith pass to the **Client** any cheque sent to **You** in settlement of the **Client's claim**.

11. TERMINATION

- 11.1 This Agreement may be terminated by either party by giving at least 30 days notice in writing to the other at the last known address.
- 11.2 Either party may terminate this Agreement by notice in writing to the other in the following circumstances:
- where one party has reasonable grounds for suspecting fraud or dishonesty by the other party's employees, agents or independent contractors;
 - where one party reasonably holds the opinion that, either the regulatory status of the other party has changed, or that administration of the account is being operated by the other, in a manner causing or likely to cause, prejudice to them or the **Client**;
 - where the other has failed to remedy a breach of this Agreement within 30 days of a written request from the party not in breach to do so;
 - where the other has committed an irredeemable breach of this Agreement:

e) where the other has a receiver appointed over the whole or part of its undertaking or assets; enters into voluntary arrangement under Part 1 of the Insolvency Act 1986 or otherwise makes any composition with creditors; if a petition for a winding up or an administration order is presented against it or either of these orders is made against it; if a petition for a bankruptcy order is presented against it or if such an order is made in respect of it; if it is unable to pay its debts in accordance with Insolvency Act 1986 S123; on dissolution of partnership;

11.3 This Agreement will terminate automatically if **Your** Part IV permission is cancelled by the **F.S.A.**,

11.4 **We** may terminate this Agreement if **Your** Part IV permission is varied by the **F.S.A.**.

11.5 If **You** are a sole trader, **We** will terminate any Agreement with **You** with immediate effect in the event of **Your** death in order to protect the **Clients** interest.

11.6 Any termination in accordance with paragraph's 11.2 to 11.5 inclusive shall have immediate effect and where appropriate, suitable arrangements for the servicing of the **Clients** will be made by **Us**.

11.7 Save as provided in this Agreement, termination of this Agreement shall be without prejudice to any rights or obligations accruing prior to such termination.

12. FINANCIAL SERVICES AUTHORITY

12.1 **We** are authorised and regulated by the **F.S.A.** under Firm Reference Number 301666. This can be verified by visiting the **F.S.A.'s** website www.fsa.gov.uk/register or by telephoning the **F.S.A.** on 0845 606 1234.

12.2 You warrant that **You** are authorised by the **F.S.A.** to transact business the subject of this Agreement and that **You** conform to the **F.S.A.** requirements in respect of Professional Indemnity Insurance.

12.3 **You** shall comply with the **F.S.M.A.** and all rules to which **You** are subject including all requirements relating to authorisation and supervision in respect of **Your** insurance mediation activities. **You** shall notify **Us** immediately if there is a change in **Your** regulatory status.

12.4 **We** shall comply with the **F.S.A.'s** rules as they apply to **Us** and provide **You** with the necessary information and documentation in a timely manner to enable **You** to comply with the **F.S.A.'s** rules as they apply to **You**.

12.5 If **You** cease to be authorised by the **F.S.A.** **We** may at **our** option either:-

- a) deal direct with the **Client** or
- b) transfer the **Client** to another intermediary authorised by the **F.S.A.**

12.6 **You** undertake to notify **Us** in writing immediately in the following circumstances:

- a) variation or cancellation of **Your** Part IV permission by the **F.S.A.**;
- b) variation or cancellation by the **F.S.A.** of the Part IV permission of your agents or sub-agents;
- c) initiation of **F.S.A.** disciplinary or investigative action in relation to **You** or **Your** Staff or **Your** agents or sub-agents;
- d) any material change in **Your** Approved Persons or the Approved Persons appointed by **Your** agents or sub-agents.

12.7 **You** shall be responsible as Principal for all regulatory requirements in relation to **Your** Appointed Representatives or **Your** Introducer Appointed Representatives. For the avoidance of doubt, the provisions of this Agreement shall apply in full to **Your** Appointed Representatives and **Your** Introducer Appointed Representatives in relation to all matters covered by this Agreement.

13. AUDIT

13.1 **We** may carry out an audit of **Your** compliance procedures and relevant trust accounts in respect of **Our** General Insurance business and **You** shall allow **Us** or **Our** agents access to **Your** premises, files and documents in relation to this Agreement on reasonable notice for this purpose.

14. BROKER/CLIENT RELATIONSHIP

14.1 For the duration of this Agreement and for a period of five years thereafter, **We** will not intentionally use customer information supplied to **Us** by **You** in respect of **Policies** placed with **Us**, or quotations requested from **Us**, for the purposes of soliciting, directly or indirectly, that business away from **You**. This restriction will not apply where **We** terminate this Agreement in accordance with paragraph's 11.2 to 11.5 inclusive.

15. POLICY FEES

15.1 In addition to the **Premium** charged by Underwriters, **We** may make an additional charge. Any charges will be advised to **You** at the time of quotation.

16. CONFIDENTIALITY

16.1 Unless required by law, public interest, or the **Client** provides consent, all information supplied to **Us** will be kept confidential to the parties involved in the normal course of arranging and administering the insurance.

17 COMPLAINTS

17.1 It is **Our** intention to provide a first class service at all times. However, if **You** wish to register a complaint this should be put in writing to the address shown at the heading of this Agreement or by telephone to 01245 320033.

18. CHANGE IN CIRCUMSTANCES

18.1 **You** shall immediately notify **Us** in writing of any material change in **Your** owners, directors, partners and controllers, including all changes in **Your** name or trading name.

19. GOVERNING LAW

19.1 This Agreement and any accompanying or associated documentation shall be governed by and construed solely in accordance with English Law.

20. NO WAIVER

20.1 No waiver by **Us** of any breach by **You** of any terms of this Agreement shall be construed as a waiver of any subsequent breach.

21 NOTICES

21.1 Notice under this Agreement or any arrangement under it shall be sent either by pre-paid post to the last known address of the other party, or by facsimile or by hand delivery and shall be deemed served, in the case of posting within 72 hours of posting; in the case of facsimile, on confirmation of successful transmission to the last known facsimile number of the receiving party and in the case of hand delivery, on delivery to the last known address of the receiving party.

22. ASSIGNMENT

22.1 Agreement between **Us** and any benefit or obligation of it may only be assigned or sub contracted with **Our** prior written consent.

23 SEVERABILITY

23.1 If any provision of this Agreement shall be found by any Court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. Both parties agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

24 FORCE MAJEURE

24.1 Neither **You** nor **Us** shall be liable for any breach of our respective obligations, acts or omissions hereunder resulting from causes beyond our reasonable control, including (but not limited to) fires, insurrection, riots, embargoes, shortages, delays in transportation, inability to obtain supplies, the requirements or regulations of any civil or military authority but not including strikes or other forms of industrial action (an 'Event of Force Majeure'). If an Event of Force Majeure occurs, the party whose obligations are suspended by virtue of the Event of Force Majeure shall use all reasonable endeavours to mitigate the effect of such circumstances and carry out such obligations or duties hereunder in such other way as may be reasonably practicable in all the circumstances.

24.2 Both parties agree to give notice to the other as soon as is reasonably practicable after becoming aware of an Event of Force Majeure, such notice to contain details of the circumstances giving rise to the Event of Force Majeure.

24.3 In the event of **either party** receiving notice from the other in accordance with paragraph 24.2, both parties shall within 14 days of the notice jointly determine what measures, if any, can be put in place to prevent the occurrence (where possible) or mitigate the effect of the Event of Force Majeure.

24.4 If a default due to an Event of Force Majeure shall continue for more than 4 weeks after expiry of the 14 day period provided for in paragraph 24.3, the party not in default shall be entitled to terminate the Agreement by giving written notice to the other. Neither party shall have any liability to the other in respect of the termination of the Agreement as a result of an Event of Force Majeure, but rights and liabilities which have accrued prior to termination shall subsist.

25. RIGHTS OF THIRD PARTIES

25.1 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.

26. DATA PROTECTION

26.1 Both parties shall at all times comply with all applicable data protection legislation (including, without limitation, the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any re-enactment or replacement of or amendment or extension to such legislation). Both parties shall ensure that all processing of **Client** data under this Agreement is lawful and that all appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of **Client** data and against accidental loss or destruction of or damage to the **Client** data.

27. VARIATIONS TO THIS AGREEMENT

27.1 **We** may vary the terms of this Agreement at any time by sending to **You Our** revised Agreement and the changes shall be effective 30 days from notification.

28. PREVIOUS AGREEMENTS

28.1 This Agreement supersedes any prior Agreements between the parties whether written or oral.

By signing below, **You** confirm that **You**:

- 1. agree to abide by the terms and conditions of this Agreement,
- 2. that **You** have the authority to sign this Agreement and
- 3. **You** have not made any amendments to this Agreement

Signed for and on behalf of

Name

Position Held

Date

Signed for and on behalf of
LFC Insurance Brokers Ltd
t/as LFC Shield

Name

JEREMY CLAYTON

Position Held

MANAGING DIRECTOR

Date