

Client Introducer Agreement/ Commission Share

Individual Introducer Agreement

Between

Estate Insurance Group

And

This agreement is made on the
1st October 2015

CONTENTS

1. Definitions
2. Recitals
3. Principal's Obligations
4. Introducer's Obligations
5. Anti-Bribery Compliance
6. Termination
7. General
8. Electronic Communications
9. Intellectual Property Rights
10. Entire Agreement
11. Change in Law/Regulation
12. Signatures

1) Definitions

The following terms might need defining:

- You ;
- Us – ***Estate Insurance Group***;
- Commencement Date – the date shown on the front of this agreement;
- Enforcement Action – any formal action begun by the FCA, which involves the issue by the FCA of a warning notice, decision notice or final notice under the FSMA;
- FCA – the Financial Conduct Authority;
- Insurer – the risk carrier on whose behalf the Company is acting or with whom the risk is placed;
- IPT – insurance premium tax at the prevailing rate;
- Commission – the commission payable to you by us in accordance with the terms of this agreement;
- Commission Rate ;

- Introducer – An introducer is one who will provide information about a broker or insurer to the customer. In this instance the customer will need to contact the broker or insurer direct if they wish to discuss the insurance any further. Introducers will provide no information to the broker/insurer/client about the potential customer, e.g. name and contact details. **[Insert name of Company here]** will then contact the potential customer to discuss insurances. The introducer is not allowed to be involved in the selling or the arranging of the insurances;
- General Insurance – motor, household, commercial, property investment insurance;
- Regulated Activities / Mediation Activities – Activities covered under the FSMA Act 2000;
- Rules – The FCA rules and regulations found on www.fca.org.uk for the general insurance market.

Note: the singular includes the plural and vice-versa and any words importing gender include the other gender.

2) Recitals

“Estate Insurance Group engages in General Insurance Mediation Activities as an independent broker in accordance with the law and the Rules as set out by the regulator.

In consideration for the introducer arrangements for general insurance mediation activities that you carry out on our behalf, we agree to pay you commission based on written customer premiums.”

3) Principal’s Obligations

- We appoint you as an Introducer, as defined in this agreement, and you accept the appointment in order to engage in introductions of GI Mediation Activities on our behalf.
- We will pay you commission in accordance with the rates shown in this document where you act as an Introducer.
- We may amend the Commission Rates as currently set out in the Commission Schedules, giving you 60 days’ notice.
- Amendments to the contract itself.

- ***[All commission due to you from us will be paid on reconciliation of the Insurer Account. A commission account will be issued and any monies due will be paid via...]***
- Responsibility for compliant documentation in respect of the products that you are authorised by us to introduce.
- Damages recoverable etc.
- Termination - we will be responsible to ensure that any outstanding GI Mediation Activities are properly completed.

4) Introducer's Obligations

- Use your best endeavours to obtain general insurance customers on our behalf.
- Observe and comply with the Rules and any requirements which may from time to time be specified by FCA or us.
- You may not assign, transfer or delegate any of your rights or obligations under this Agreement or the benefit thereof, without our prior written consent.
- You may not appoint or allow any person to carry out any general insurance mediation activity including introductions to you, without our express written consent.
- Only the firm named at the head of this agreement' are party to this Agreement.
- You may only engage in the introduction of clients to us and you can not carry out any other activity.
- You may not accept any money on our behalf.
- Any complaints regarding general insurance mediated activities must be forwarded to Estate Insurance Group.
- Acceptance of control over GI Mediation Activities under this agreement following termination of appointment.
- Record keeping —
- Same rights of access to HM Customs and Excise, and any other relevant taxation or regulatory body must be given.
- You may not gather information from the client, and must not engage in discussions on whether a product would be suitable for their needs.
- Use of our logo is permitted. All literature, business cards etc will be supplied by us.
- You must notify us immediately if there is any change in the way in which you carry out this activity or if you have or intend to carry out a new activity.

- You must notify us immediately any change in circumstance that might affect your fitness and propriety in fulfilling the role.
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5) Anti-Bribery Compliance

The agent will at all times ensure compliance with the Bribery Act 2010, and will where necessary, and at their own expense, provide training and guidance to their own staff to ensure compliance with the Act. The Agent will then also ensure that they comply with any further anti-bribery legislation, regulations or guidance issued in the Territory or Territories in which they operate under this Agreement.

6) Termination

- This Agreement may be terminated:
 - By either party at any time by mutual agreement; or
 - By either party on expiry of 60 days' written notice; or
 - By either party forthwith if it has reason to suspect fraud, or the administration of the account is such as to prejudice the interest of the policyholders, or either party commits a material breach of this Agreement.
- The Company shall pay to you within 30 days any commission outstanding at the date of termination of this Agreement. You shall settle immediately upon receipt any statement of account forwarded after the termination of this Agreement.

7) General

- You are only permitted to carry out introductions once we have issued to you written confirmation that this agreement has been successfully processed.
- It is our right to refuse any general insurance business you may introduce to us.
- We shall provide to the regulator immediately upon request, and the regulator may obtain and use, all such personal data as it may require (including Sensitive Personal Data) in relation to you or any third party for any permitted purpose and according to law.
- This Agreement is governed by and shall be construed in accordance with English Law.
- This Agreement shall come into force on the Commencement Date and replaces any other Agreement issued by the Company.
- You must notify us immediately, in writing of any changes in the structure, location or domicile.

- You will indemnify us against costs, loss, liability or any expense whatsoever which may be suffered by us directly or indirectly as a result of any services performed or action taken by you to the extent that same is due to the Company's negligence, wilful neglect or fraud.

8) Electronic Communications

- You and the Company agree that each may communicate with the other by electronic mail, sometimes attaching further electronic data, and you and the Company by consenting to this method of communication accept inherent risks (including the security risks of interception or unauthorised access to such communications, the risk of corruption of such communications and the risks of viruses or other harmful devices).
- You and the Company will be responsible for taking all reasonable steps for checking viruses on all electronic communications sent to each other. You and the Company will also be responsible for checking that messages received are complete.
- In the event of a dispute neither you nor the Company will challenge legally the evidential standing of an electronic document.

9) Intellectual Property Rights

- Both parties will retain ownership of all their respective rights, including intellectual property rights, in the products, data, databases, computer programmes, documents, materials, ideas or other information or any compilation thereof used in the performance of this Agreement. The parties agree to do whatever is reasonably necessary to confirm or give effect to such ownership.
- To the extent that any products, data, databases, documents, materials, ideas or other information constitute an original item developed by either party as a consequence of this Agreement, each party agrees to do whatever is reasonably necessary to confirm or give effect to such rights vesting in the developing party.
- Unless first agreed otherwise, each party has the right to use any jointly developed intellectual property for any purpose whatsoever.

10) Entire Agreement

This Agreement constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Agreement.

11) Change in Law/Regulation

In the event of a change in law or regulation (included the Rules) which affect any of the parties' obligations under this Agreement, the parties will co-operate in good faith to agree any necessary amendment(s) or variation(s) to the Agreement.

This Agreement shall be subject to the exclusive jurisdiction of the Courts of England and Wales

12) Signatures

..... For and on behalf of Estate Insurance Group

..... Position

..... Date

..... For **[Insert Company Name here]**

..... Date

..... For **[Insert Name of Company or Individual]**

..... Position

..... Date

..... Witness

..... Position

..... Date