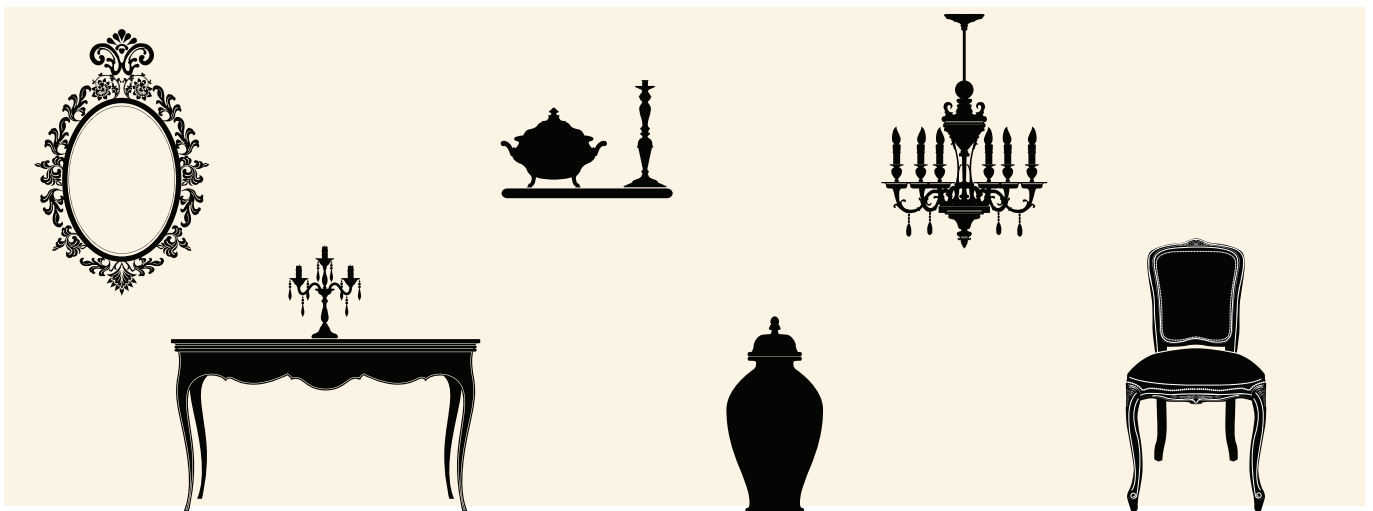




Anthony Wakefield & Company Ltd
& Connoisseur Policies Ltd
Terms of Business Agreement (Ireland)
www.connoisseurunderwriting.com



Connoisseur
Underwriting
Bespoke, flexible and above all, affordable insurance

Call
01306 734 600

Email
jw@connoisseurpolicies.com

Underwritten for Connoisseur Policies Ltd.
by certain Syndicates at Lloyd's

LLOYD'S



Definitions;

Our Insurance	In the case of Anthony Wakefield & Co. Ltd. or Connoisseur Policies Ltd our own branded policies underwritten by Lloyd's of London or various insurers' policies issued under delegated authority or declarations from master covers or insurances placed by Us on your instructions.
You/Your	The intermediary for and on whose behalf this agreement is signed.
We/Us/Our	Anthony Wakefield & Co. Ltd. and/or Connoisseur Policies Ltd.
Financial Services Authority	The Irish Financial Services Regulatory Authority (I.F.S.R.A.) or any successor regulatory body.
ICOB	The Insurance Conduct of Business Rules promulgated and issued from time to time by the I.F.S.R.A. The appendix to this agreement and the Anthony Wakefield & Co. Ltd. Terms of Business Agreement Application both form part of Our agreement with You

Agreement

- 1 In this agreement words importing the singular shall include the plural and vice-versa.
- 2 Anthony Wakefield & Co. Ltd. and its subsidiary company Connoisseur Policies, Ltd. underwrite under delegated authorities various classes of Our Insurance.
- 3 You are an insurance intermediary. This agreement sets out the basis on which We will accept business from You and pay You commission. Nothing in this agreement shall create an agency or partnership between us, save for the collection of premium from Your clients. Otherwise, You act as the agent of Your client.
- 4 You shall not make any representation about Our Insurance and You shall not accept vary cancel or terminate on Our behalf any of Our Insurance unless We agree in writing that You may do so.
- 5 You have no authority to receive notice of claims on Our behalf and notification of a claim to You shall not constitute notification of a claim to Us.
- 6 You warrant that You are authorised by the I.F.S.R.A.
- 7 You shall write to Us immediately if at anytime during the term of this agreement the I.F.S.R.A. suspends or withdraws Your authorisation or You otherwise cease in any way to be authorised by the Financial Services Authority to conduct any business embraced by Our Insurance.
- 8 You shall write to Us immediately if any of the permissions You hold are suspended withdrawn or otherwise cease at any time during the term of this agreement.
- 9 You shall write to Us immediately if You become subject to investigation or enforcement action by the I.F.S.R.A. at any time during the term of this agreement.
- 10 You do not act as Our appointed representative.
- 11 You shall write to Us immediately should there be a material change in Your management ownership control trading name or Your name should you go into liquidation appoint a receiver or administrative receiver make any voluntary agreement with Your creditors become subject to an administrative order or should liquidation or bankruptcy proceedings be issued against You.
- 12 You shall maintain in full force and effect and observe the terms of an appropriate professional indemnity policy that is adequate to cover Your liability in relation to Our Insurance. If We request You shall provide us with a copy of the current policy within 30 days of You receiving the request.
- 13 You shall notify us in writing of all information that You receive that is material to Our Insurance.
- 14 We shall use our best endeavours to supply all documentation to You promptly
- 15 You may supply to your client(s) all documentation supplied to You by Us. You shall ensure that You issue these documents according to and in compliance with the requirements of the I.F.S.R.A.'s ICOB. Should You fail to do so You shall be liable to indemnify Us for any loss We suffer as a result. Where You require information from Us You shall ensure that You seek such information from Us in sufficient time.
- 16 Where renewal Our Insurance is not required You shall return cancelled renewal papers and certificates to Us within 30 days of renewal date
- 17 If We so request You shall notify Us whether Your client is classified as a retail or commercial customer for the purposes of the ICOB rules.
- 18 You shall notify us in writing within two working days should Your client makes a complaint regarding Our Insurance.
- 19 You shall not refund any premium without Our consent.
- 20 You shall not refer to Us on Your website advertise on Our behalf or use Our name brand or trade names trade marks or logos without our written prior approval.
- 21 You shall not do anything nor omit to do anything detrimental to Our reputation.
- 22 Unless premiums are paid under a direct debit instalment facility You shall be responsible for collecting premiums and tax from Your client. The amounts nett of commission on premium shall be paid to Us in accordance with the date specified on any statement of account issued to you. In the event that the nett amounts are not paid to us within the period the policy shall be deemed cancelled and all relevant documentation shall be returned to Us within 30 days. You shall be responsible for any time on risk charge levied by Us.
- 23 Neither insurers nor Lloyd's underwriters accept any form of risk transfer until the nett premium and/or additional premiums have been paid to us and funds cleared by Your bankers.



- 24 Nothing in clause 21 shall affect our right or that of Lloyd's underwriters or insurers to cancel the policy for any reason.
- 25 You may only charge Your client fees providing You notify Your client in advance and that these are agreed. The fees or other charges shall be in accordance with all legal and regulatory rules and practice.
- 26 You must establish and maintain a trust account for the receipt holding and payment of premiums return premiums claims and tax monies in accordance with all applicable legal and regulatory requirements. We authorise You to use this account to receive pay and hold money belonging to Your clients as well as money belonging to Us providing You do so in accordance with all legal and regulatory requirements.
- 27 We shall pay you commission on business where the aggregate premium per client exceeds 1,500 at inception or renewal or as agreed by Us. Below this figure Our terms are nett. Commission level is as agreed between Us other than for terrorism premiums where no commission is payable.
- 28 If a premium or part of a premium is refunded for whatever reason or if there is a default on an instalment, You agree to refund Us with a proportionate part of Your commission.
- 29 Your commission shall be held in trust by Us and shall only be payable to You if the premium to which it relates has been received by us or when the payment of the first instalment of premium has been notified to us by insurers and You continue to have authority to act as your client's agent at the time the above takes place.
- 30 We reserve Our right to vary the rate of Your commission by giving You 60 days written notice.
- 31 In the event of a dispute between You and any other party regarding entitlement to commission We shall have sole discretion to determine who shall receive such commission.
- 32 You undertake to comply with all statutory legal and regulatory requirements in relation to Your performance of this agreement and for the proper and lawful operation thereof.
- 33 You shall retain all accounting records for a minimum of seven years.
- 34 You shall allow Us to inspect and take copies of any client's verification records that You obtain in connection with this agreement for the purpose of Your compliance with the Money Laundering Regulations.
- 35 You shall maintain in force all necessary licences under the Consumer Credit Act as amended re-enacted or extended where You have made the insurers' instalment plan available to Your client.
- 36 You shall not assign this agreement or any part of it without Our written permission.
- 37 You shall not delegate any of Your authority or responsibility under this agreement to any third party(ies) sub-agent(s) or appointed representative(s).
- 38 We or You may terminate this agreement by giving the other party at least 30 days written notice delivered by registered or recorded delivery post.
- 39 We may terminate this agreement immediately by notice if You are in breach of Your obligations and in the case of a breach capable of remedy You do not remedy this within 14 days of Us giving You notice detailing full details of the breach and requiring it to be remedied or in Our reasonable opinion You administer Our Insurance in a way that prejudices or is likely to prejudice Our interests.
- 40 We may terminate this agreement immediately by notice if You go into liquidation appoint a receiver or administrative receiver make any arrangement with Your creditors become subject to an administration order or have bankruptcy proceeding issued against You.
- 41 We may terminate this agreement immediately by notice if You become subject to an investigation or enforcement proceedings brought by the I.F.S.R.A.
- 42 We may terminate this agreement immediately by notice if You are or if any of Your staff are convicted of a serious criminal offence or have acted fraudulently or dishonestly in any way during the term of this agreement
- 43 If terminated by any contingency in 40 to 42 above We reserve the right and may deal on a direct basis with Your clients for the purpose of administering maintaining renewing extending or updating Our Insurance or dealing with any claims. Furthermore You shall return all our marketing materials certificates summaries of cover and policy documents proposal forms and any other documentation relating to Our Insurance. Furthermore We shall not be liable to You for any compensation for loss of agency rights loss of goodwill or any similar loss.
- 44 If this agreement is terminated this will not affect any accrued rights or liabilities or the coming into force or the continuation in force of any provision that expressly or by implication is intended to come into or continue in force on or after such termination
- 45 You and We agree to treat information exchanged between Us in connection with the performance of this agreement as confidential. You and We shall disclose matters solely where this is required by law or regulatory authority or to our insurers auditors professional agents and advisers or where this is already public knowledge or is trivial or obvious.
- 46 You will adopt and maintain procedures to ensure that You have arrangements in place for the identification and management of any conflicts of interest that may arise in relation to the performance of Your obligations under this agreement.
- 47 You and We are the only parties to this agreement. Nothing in this agreement is intended to give any person any right to enforce any term of this agreement which that person would not have had but for the Contracts(Rights of Third Parties) Act 1999.
- 48 Notice under this agreement must be in writing addressed to the head or registered office of the party concerned.
- 49 This agreement is subject to English law and practice and to the exclusive jurisdiction of the English courts
- 50 Any change to this agreement must be in writing and signed by an authorised representative of each party.
- 51 Waiver of a breach or any provision of this agreement will not be considered as a waiver of any subsequent of the same similar or any other provision or provisions.



- 52 In the event that any portion of this agreement is found to be invalid or unenforceable the remainder shall remain in full force and effect.
- 53 Neither You nor We shall be liable for any delay or non-performance of Your or Our obligations under this agreement caused by an event beyond Your or Our control provided that whoever is affected gives prompt notice in writing to the other and uses all reasonable endeavours to continue to perform the obligations under the agreement.
- 54 When placing Our Insurance for new business or renewing Our Insurance We shall send You a statement of account that allows a period for payment of premium or a date by which a premium payment instalment application must be returned to Us. You undertake to comply with this date. Should the period elapse without payment or submission of the application Our Insurance shall automatically lapse and neither We nor insurers shall be under any obligation to meet any claim.
- 55 We operate a "first come – sole quotation" basis of operation. We shall decline to offer a quotation or renewal where any particular risk has been offered to Us by a client on a direct basis or via another intermediary.
- 56 We accept no responsibility for the financial failure of or composition arrangements entered into by any insurer subscribing to Our Insurance.
- 57 You shall hold Us harmless for any failure on Your part to disclose information that is material to the underwriting assessment of any risk and which results in Our Insurance being voided or any claim being denied or claim payment being reduced thereby.
- 58 You shall ensure that proposal forms are returned within ten days of receipt by You where these are required.
- 59 You shall indemnify us for any judgement obtained against us and all legal costs arising out of breaches of 52 53 55 to 57 above.

Agreement signed for and on behalf of Anthony Wakefield & Co. Ltd. & Connoisseur Policies Ltd.

Signature

Name **F.J.M. Wakefield**

Position **Director**

Agreement signed for and on behalf of :

I acknowledge receipt of Our Terms of Business Agreement effective from: (enter date in box) and agree to the terms and conditions therein or as subsequently amended and certify that I am empowered by Us to do so

Date

I agree to the above declaration (required)

Name:

Position:

Date:

Financial Conduct Authority Registration No. :

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Connoisseur Underwriting is a trading name of Connoisseur Policies, Ltd., which is an Appointed Representative and a wholly owned subsidiary of Anthony Wakefield & Company Limited, Suite C, South House, 21-37, South Street, Dorking, Surrey RH4 2JZ
Financial Conduct Authority registration no. 307545