



Terms of Business Agreement.

Definitions

FIS or We	shall mean Fleet Insurance Solutions Ltd
Agent or You or Your	shall mean the introducing company that is party to this agreement or its appointed representatives.
Agreement	shall mean this Terms of Business Agreement.
Client or Customer	shall mean the individual, company or society who is the customer or prospective customer of the agent. For the purposes of this agreement the agent is at all times deemed to be the agent of the client.
Business	shall mean any type of non investment insurance contract which FIS and the agent is empowered to transact.
FSA	shall mean the Financial Services Authority in the United Kingdom.
Rules	shall mean the FSA handbook and any rules, guidance or regulations issued by the FSA and all other rules to which either FIS or the agent is subject to in undertaking general insurance business.
FSMA	shall mean the Financial Services and Markets Act 2000.
Appointed Representative	shall have the meaning given to it by the FSMA.
Principal	shall have the meaning given to it by the FSMA.
Regulated Activity	shall have the meaning given to it by the FSMA.
Insurer	shall mean a company, body, person or society that writes contracts of insurance falling within the terms of Schedule 1 Part 1 of the Financial Services & Markets Act (Regulated Activities) Order 2001.
Gross Premium	shall mean gross premium, including any fee paid by the client less return premiums, cancellation premium and excludes IPT.
IPT	shall mean Insurance Premium Tax or any equivalent tax or levy in relation to general insurance at the appropriate rate.
Net Premium	shall mean gross premium after deduction of commission
Risk Transfer	Shall have the meaning given to it under the rules

This Agreement

This agreement specifies the terms under which all business is transacted between FIS and the agent.

This agreement is personal to the parties hereto and shall not otherwise be assignable by either of them, unless formally agreed to in writing by both parties.

This agreement supersedes any previous agreement. Nothing in this agreement shall create a partnership or joint venture between FIS and the agent.

No waiver by FIS of any breach by the agent of any terms of this agreement shall be construed as a waiver of any subsequent breach.

Client Ownership

All clients introduced by the agent remain their property. Other than for the reasons stated in the sections headed "**Termination**" and "**Consequences of Termination**" FIS will not normally contact clients directly without the agent's prior approval.

Service and Delivery Requirements

The agent shall supply all necessary administration, accounting and full underwriting information together with access to any data, if required by FIS or any concerned insurer, which may become necessary for the proper performance of this agreement.

The agent is not authorised to accept or amend insurances, alter any receipt, document, policy or commit us in any way. Any exceptions must be authorised in advance in writing by FIS.

The agent will not make any alterations or amendments to any forms or formats supplied by FIS or use any advertising, promotional or other selling materials in relation to the insurances except those supplied by, or approved in writing by, FIS.

The agent shall pass to FIS promptly any material information provided to the agent by the client. In the event of the agent being aware of any non-disclosure of material information by the client, the agent shall either inform FIS or decline to act on behalf of the client in undertaking any business with FIS. Notification of information by the client to the agent shall not constitute notification to FIS.

The agent shall present information and proposals relating to any business in the form which FIS specify from time to time or as otherwise agreed.

The agent shall retain for a minimum period of 3 years any documents or information which validates the details upon which FIS agree to transact any business with the agent. Such documents should be available to FIS on request. Whenever any insurance is bound under this agreement FIS will use its best endeavours to ensure that the appropriate policy wording is promptly delivered to the agent.

It is the responsibility of the agent to ascertain the client's insurance requirements, FIS will then endeavour to satisfy these requirements or offer suitable alternatives, for the agent to then pass these on to the Client in order to satisfy the 'demands and needs' requirements of the rules.

The agent shall pass promptly to the client all of the renewal documentation relating to the client's policy, notifying the client of any change in the applicable terms and conditions and items covered. FIS shall issue renewal documentation to the agent prior to renewal date to enable the agent to comply with the Rules. Where FIS are unable to advise renewal terms in good time FIS will advise the agent of the reasons for this together with any possibility of more onerous terms needing to be applied.

Service and Delivery Requirements - Continued

The agent shall notify FIS immediately of any client's request to cancel a policy during the cancellation period.

Payments and Collection

We are authorised to invoice, collect and receive premiums and other sums due in respect of the insured contracts and to pay return premiums and other sums due in respect of the issued contracts. All gross premiums (and associated IPT) collected by us shall be paid into our Insurance Bank Account in line with regulatory requirements at the time.

Statements supplied to you will reflect the gross premium, commission amounts due to you and the net amount owing by you. By signing this agreement, you agree to settle the statement balance (gross premium less commission amount) by no later than the 25th day of the month subsequent to the month to which the statement refers, whether or not you have collected the monies. In the event that you should have a credit balance on your statement the amount will be settled on the 25th day of the month subsequent to the month in which the statement has been raised.

If there are any items on the statement that are in dispute, you must contact us prior to the premium becoming overdue in order that the account can be paid in full. Failure to do so could lead to the cover being terminated.

We reserve the right to charge interest on any overdue items at 3% above the Bank base rate as supplied by our bankers at the time.

We have in place procedures and controls which are designed to forestall and prevent Money Laundering. If we suspect that a supplier, customer, Client, or employee is committing a Money Laundering offence as defined by the Proceeds of Crime Act 2002 We will, in accordance with our legal responsibilities, disclose the suspicion to the National Criminal Intelligence Service.

Client Money

For the purpose of collecting premiums you remain at all times the agent of the client.

For the purposes of collecting premiums we act as agent of the insurer and therefore monies held by us are held as agent of the insurer as defined in the rules.

Remuneration

You will be entitled to commission, as detailed in Appendix A, on gross premiums for general insurance business which you place through us and on renewals of such business as long as any agreement with you remains in force.

If, after we have arranged insurance cover for a client who has been introduced by you, they subsequently cancel the policy or reduce cover or reduce the premium in any other way, you will be liable to reimburse us for the earned proportion of their fee or commission within 30 days unless both parties agree to offset the amount against future fee or commission payments.

Commission is not due or payable on the handling charge in respect of installment payments or on any element of IPT or on any fees.

Fees and Charges

Any policy fee, service fee or any other fee or charge whatsoever made by you or us must be shown separately on documentation issued to the client and not concealed from the client,

Fees and Charges - Continued

you or us. Any such fees may only be applied when not in breach of any regulatory practices which may be in force at the time.

We may charge a fee in respect of policies cancelled through failure to settle the policy premium on the due date (after due notice is provided) and subsequently requested for reinstatement. The fee amount will be notified in writing.

Professional Indemnity Insurance

You shall maintain professional indemnity insurance with an insurer, providing cover in connection with the operation of the agreement to the extent required by FSA regulation or any regulatory practices that may be in force at the time for any liability arising out of;

- a) negligent act, error or omission by you including any past or present director, partner or employee of yours.
- b) dishonest or fraudulent act or omission by you including any past or present employee of yours.

You agree to supply a copy of your Professional Indemnity cover to us on request.

Compliance

You shall comply with the FSMA and all rules to which you are subject including all requirements relating to authorisation and supervision in respect of your insurance mediation activities. You must notify us immediately if there is any change in your regulatory status.

We shall at all times comply in full with the rules insofar as they apply to our business.

From conclusion of any contracts of general insurance arranged by us, we will bear the credit risk in relation to premiums due when they are received by us. In all other circumstances you shall hold all such client monies in accordance with the rules.

We both, shall at all times, comply with all applicable data protection legislation from time to time (including, without limitation, the Data Protection Act 1988 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any re-enactment or replacement of or amendment or extension to such legislation). Each of us shall ensure that all processing of customer data under this agreement is lawful and that all appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of customer data and against accidental loss or destruction of or damage to the customer data.

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 access to your premises, files and documents in relation to this agreement on reasonable notice for this purpose.

You undertake to notify us in writing immediately in the following circumstances:

- a) variation or cancellation of your, or your agents or sub-agents, Part IV permission by the FSA;
- b) initiation of FSA disciplinary or investigative action in relation to you or your staff or your agents or sub-agents.

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, you shall remain fully responsible to us for all acts and omissions in relation to this agreement, which shall have effect in relation to the acts and omissions of such appointed

Compliance - Continued

representatives or introducer appointed representatives as if they were the acts or omissions of the agent itself.

Notification of Change

You shall immediately notify us in writing

- a) in the event of any changes, which are material and have relevance to this agreement, for instance any changes of address;
- b) if You or any partner or director compounds with creditors, enters into any deed or arrangement with creditors, or becomes bankrupt, or has a receiving order made against him or (in the case of a company) goes into liquidation or (in the case of a partnership) is finally dissolved.

Unless otherwise stated in this agreement, we may vary the terms of this agreement at any time by sending to you our current version and the changes shall be effective not less than 30 days from notification and shall be confirmed in writing.

Termination

Any agreement with us or any part of it may be terminated or amended by either of you or us at any time by mutual consent.

Either you or we may terminate any agreement or any part of it by giving 30 days written notice to the other.

Either you or we may terminate any agreement, or any part of it, by notice in writing to the other in the following circumstances:

- a) where one party has reasonable grounds for suspecting fraud or dishonesty by the other or by the other's employees, agents or independent contractors;
- b) 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;
- c) where the other has committed an irredeemable breach of this agreement;
- d) where the administration of the account is being operated by the other in a manner causing, or likely to cause, prejudice to the client;
- 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 the Insolvency Act 1986 S123; on dissolution of partnership.

We will terminate any agreement automatically if your Part IV permission is cancelled by the FSA.

We may terminate any agreement if your Part IV permission is varied by the FSA.

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 interests of your clients.

Consequences of Termination

Following termination of any agreement with you, we shall not accept any new business proposed by you and shall not issue renewal invitations to you in respect of that agreement.

On termination of any agreement with you, we shall prepare a statement of account as between you and us. Settlement of this account shall be made by either party paying the balance due as shown in the statement of account to the other party immediately you shall also pay to us immediately all known premiums not included in the statement of account.

If termination is in respect of only some, rather than all, arrangements under any agreement with you, this agreement shall continue to apply to all such arrangements not terminated.

On termination of any agreement with you, unless such termination is by mutual consent, in order to protect the interests of the clients, we may, at our discretion, take over the handling and ownership of existing clients.

Complaints Handling Procedure

Either party shall notify the other party immediately on receiving a complaint from a customer which relates to the other party's regulated activities and provide them promptly with copies of any relevant information and documentation, the originals of which shall be retained by both parties for at least 3 years.

Jurisdiction

This agreement and any variation to it, is subject to English Law and Practice and to the exclusive jurisdiction of the English Courts, unless both parties agree otherwise.

Indemnity

Each party shall indemnify and keep indemnified the other from all losses, costs, claims and liabilities whatsoever incurred by the other arising from:

- a) any failure by the indemnifying party to comply with the provisions of any regulatory requirements including without limitation FSMA; and/or
- b) any other breach by the indemnifying party of this agreement including, without limitation, any loss, cost, claim or liability incurred by us arising out of business arranged through us without authorisation.

Rights of Third Parties

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 terms 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.

Force Majeure

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, being an Event of Force Majeure.

In the event of a Force Majeure occurring, the party whose obligations are suspended by virtue of this event 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.

Force Majeure - Continued

We both 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 Force Majeure.

Confidentiality

Both parties shall treat any information relating to the other party, its business and clients as confidential (except to the extent that such information is public knowledge other than as a result of any breach of this agreement).

Neither party shall disclose such information to any third party, nor use it for any purpose except as is necessary for the performance of this Agreement or for the enforcement of that party's right in law or contract. The provisions of this clause shall continue notwithstanding any termination of the Agreement.

Security of Insurance Companies

We take account of information about insurers in the public domain including reports on financial strength. If an insurance company is allowed to trade by the FSA there may be no reason to doubt its solvency and we cannot therefore be held responsible for lost premium or unpaid claims in the event of the financial failure of any such Insurer.

Placing Business on Behalf of Other Intermediaries

We do not permit agents to in turn place business with us on behalf of other intermediaries thereby creating a chain.

Terms of Business Agreement

Between the following Parties

Fleet Insurance Solutions Ltd

And

(Hereafter known as the agent)

Fleet Insurance Solutions Ltd is an independent general insurance intermediary and is not a subsidiary of any other organisation. Our registered office is 10-12 Wrotham Road Gravesend DA11 0PE. Fleet Insurance Solutions Ltd is authorised and regulated by the Financial Services Authority. Our registration number is 311594. Our permitted business is arranging and advising on non investment general insurance products. You can clarify this by visiting the FSA website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234. We offer a range of products from a carefully selected panel of insurers who specialise in Motor Fleet & Motor Insurance. Please let us know if you would like to see a copy of the list of insurers we deal with.

This Agreement

Is made on the ____ / ____ / ____

Appendix A

Motor Fleet Insurance 10% General Motor Insurance 10%

Or as agreed in writing on an individual basis

This agreement must be signed by both parties

Signed for and on behalf of Fleet Insurance Solutions Ltd by



Matt Stevens
Managing Director

By signing below, you confirm that;

- 1 You agree to abide by the terms and conditions of this agreement.
- 2 You have authority to sign this agreement and
- 3 You have not made any amendment to this agreement.

Signed for and on behalf of the agent by

Signature _____

Print Name _____

Position Held _____

Date ____ / ____ / ____

Witnessed by

Signature _____

Print Name _____

Full Address _____

Date ____ / ____ / ____