



An Agreement between

**{Insert Broker Details}
(The Broker)**

And

**Moorhouse Group Limited
T/A XBroker
(The Company)**

Relating to

**TERMS OF BUSINESS AGREEMENT
(The Agreement)**

This agreement reflects the terms of business between Moorhouse XBroker and the Intermediary for the purpose of transacting insurance business to be administered on behalf of the Insurers identified by Moorhouse XBroker for the clients of the Intermediary, from the commencement date on page 17 of this agreement.

Our Status

- 1.1 Moorhouse XBroker is a trading name of Moorhouse Group Limited.
- 1.2 Moorhouse Group Limited is registered in Wales No 03825233 and the Company's registered address is Barclay House, 2-3 Sir Alfred Owen Way, Caerphilly, CF83 3HU.
- 1.3 Moorhouse Group Limited is authorised and regulated by the Financial Conduct Authority. Our firm reference number is 308035.
- 1.4 Moorhouse Group Limited's regulatory details can be accessed on the FCA Register www.fca.gov.uk/register by searching on our name or firm reference number.

Definitions

“**Agreed Processing Purposes**” means:

- (a) in the case of XBroker.com, the XBroker.com Processing Purposes; and
- (b) in the case of the Insurer, the Insurer Processing Purposes”

“**Data Protection Regulation**” means the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time in the UK”

“**XBroker.com Processing Purposes**” means the Processing of Customer Data by XBroker.com for the purposes set out in the privacy policy which shall be available to Brokers via the Website”

“**Insurer Processing Purposes**” means the Processing of Customer Data by the Insurer for the purposes of:

- (a) providing a Quotation and carrying out all reasonable due diligence, fraud prevention and soft credit checks in connection therewith;
- (b) facilitating a Sale at the request of a Customer and administering any policy of insurance which results therefrom; and
- (c) complying at all times with all applicable laws and regulations including, but without limitation, all applicable requirements of the FCA”

“**Security Incident**” means any unauthorised or unlawful processing of Customer Data relating to mutual Customers or any accidental loss, damage of, or destruction to Customer Data relating to mutual Customers”

“**Sensitive Personal Data**” means any of the special categories of personal data for the purpose of Article 9 of the Data Protection Regulation including (but without limitation) personal data concerning health”

“**Customer Data**” means the Personal Data (which, for the avoidance of doubt, may include Sensitive Personal Data) relating to and provided by or on behalf of a Customer in respect of each unique generation of Quote Results for or on behalf of that Customer”

“**Data Protection Legislation**” means the Data Protection Regulation and all other legal and/or regulatory requirements applicable to the processing of personal data at any location at which any such processing is carried out in the course of the performance of this Agreement (and for this purpose the expressions “**Controller**”, “**Processing**” and “**Personal Data**” shall have the meanings given or ascribed to them in the Data Protection Regulation)”

Scope

- 2.1 This Agreement will apply to the conduct of General Insurance (as defined in Article 10 and Schedule 1 of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001) business transacted by the Broker with the Company. For the avoidance of doubt, delegated authority or binding authority Agreements (“Binders”) shall be the subject of separate Agreements between the Broker and the Company. In the event of any conflict between the terms of this Agreement and a Binder, the terms of the Binder will prevail.
- 2.2 This agreement is for risks based in England, Wales, Scotland, The Channel Islands & The Isle of Man.
- 2.3 This agreement shall be governed and construed in accordance with the laws of England and Wales.
- 2.4 The Company will accept or decline any proposal or renewal for insurance, or continuation of cover for an existing policy, at their sole discretion, unless otherwise agreed in writing.
- 2.5 This Agreement is assignable only with the consent of all parties.
- 2.6 In the case of this Agreement being granted to more than one person the Company shall be entitled to assume that they are in partnership, and may deal with any one of them, or any person subsequently admitted into that partnership, in relation to all matters relating to this Agreement.

Financial Conduct Authority

- 3.1 References in this document to FCA and/or the Rules appearing in this Agreement refer to: -
 - (a) The Financial Conduct Authority and/or its rules and
 - (b) Any subsequent additions, amendments and revisions made to them, or any replacements of them and
 - (c) Any other regulatory or legal requirement.All of the above shall be binding on the Broker and the Company.
- 3.2 The Broker is responsible for complying with the rules that apply to the conduct of the Broker’s business when acting on behalf of the Company under this Agreement, or under any additional authority, or Binder agreed between the Company and the Broker.

- 3.3 The Broker will ensure that any documentation, advertising or promotional material that the Broker produces or commissions independently without the written Agreement or approval of the Company complies with the rules.
- 3.4 The Company will be responsible for compliance with the rules in respect of any regulated activities undertaken by the Company in dealing with customers under this Agreement, for any instructions issued to the Broker by the Company and for any documentation, advertising or promotional material produced by the Company, or produced by written Agreement with the Broker and approved by the Company.
- 3.5 The Company must be notified immediately if there is any change to the Broker's regulatory status.
- 3.6 If the Broker becomes aware of any actual or pending compliance investigation by the FCA where it involved commercial business transacted with the Company and relates to a breach of the rules, or of any actual or pending disciplinary action by the FCA where it involved commercial business transacted with the Company, the Broker must notify the Company immediately.
- 3.7 If the Company becomes aware of any actual or pending compliance investigation by the FCA into any matter in which the Company is involved and where it relates to a breach of the rules, or of any actual or pending disciplinary action by the FCA involving the company, the Company must notify the Broker immediately.

Ongoing Monitoring

- 4.1 The Company will use the REGUK system for ongoing monitoring and alerts of any changes regarding the broker which may affect the trading relationship. This include but is not necessarily limited to FCA Register records, Companies House records and filing, Credit Data, PII Coverage and ICO register. Where any alert requires further information the Broker undertakes to provide any requested information in a timely and co-operative manner.

Risk Transfer and Client Money

- 5.1 The Company shall act as the agent for the insurer in accordance with the insurer's risk transfer arrangements. The Broker will be the agent of the Company for the payment of premiums which are, or will become, payable to the Company and must comply with all of the conditions documented in this agreement.
- 5.2 Monies the Broker receives from the customer will be deemed as paid to the Company when the Broker receives them from the customer and any monies will be deemed as paid to the customer when monies from the Company for the customer are paid by the Broker to the customer.
- 5.3 Money held by the Broker as agent for the Company may be co-mingled with client money in a Statutory or Non-Statutory Trust in strict accordance with FCA rules from time to time in force unless the insurer advises otherwise, in which case, the Company will immediately inform the Broker.
- 5.4 Where the Broker does not hold client money, then premium monies and IPT (including refunds of premium) are held as agent of the Company and subject to Risk Transfer.
- 5.5 All monies and IPT must be held in trust for the Company in a segregated bank account with an Approved Bank (designated as an insurance broking account or insurance bank account) and may

be co-mingled with other insurer monies in this bank account. The Broker must ensure at all times that such monies are easily identifiable as being held on trust for the insurer.

- 5.6 The Company and the insurer consent to their interests in money held by the Broker in a Statutory or Non-Statutory Trust account containing client money being subordinated to the interests of the Broker's other clients.
- 5.7 The Broker is entitled to retain any interest earned on Premiums held on our behalf.
- 5.8 The Broker will supply the Company on request copies of all documents constituting the trust or the Insurance Broking Account and thereafter copies of any amendments to such documents.
- 5.9 The Broker is strictly prohibited from further delegation or assignment or sub-contract of any functions delegated to them by the Company.
- 5.10 The Company may withdraw Risk Transfer if the Credit Rating of the Broker falls below a certain level and no satisfactory explanation can be provided. In this case the Company will confirm when and where Risk Transfer no longer applies, otherwise the Company will give 30 days notice if the Risk Transfer Facility is to be terminated.

Commission

- 6.1 The Company will allow the Broker commission on insurance business transacted and completed with the Company, so long as the Broker retains direct control of the business.
- 6.2 Commission rates are allowed on net premiums, exclusive of any taxation. These rates are applicable unless an additional arrangement is made with the full agreement of the Company and the Broker.
- 6.3 Commission on any business will become due and payable to the Broker on collection of the premium from the customer concerned, or on collection of the premium from any party funding the premium on behalf of the customer, or on acceptance by the Company of a mandate to pay the premium via the Company's own premium payment arrangements.
- 6.4 Any additional fees allowed, as listed in the schedules or otherwise detailed in writing, are supplementary to and do not form part of the commission.
- 6.5 Commission rates may be adjusted from time to time at Our discretion, but we will give You one month's written notice
- 6.6 For all classes of business, should the Company refund all or part of a premium for a risk or risks not incurred, the amount of commission in respect of that refund shall be repayable by the Broker to the Company.

Credit and Payment

- 7.1 The Company will be responsible for preparation of a statement of account (which may be contained in writing, disk, tape, direct on-line communication to computer terminal, or any other method of communication which may be agreed by the Company and the Broker) and, unless otherwise agreed, the statement shall be the basis of accounting transactions between the Company and the Broker.

- 7.2 The Company will allow the Broker 21 days credit for payment of premiums due. Statements should be issued on the 1st of every month. The period of 21 days will run from the date each statement is issued. This settlement period will apply to all premiums other than for any specific policy / policies where special premium payment arrangements are made by the Company. Any changes to credit period will require a minimum of one month's notice to the Broker by the Company.
- 7.3 The Broker will account to the Company for monies due, within the period of credit. Settlements are to be reconciled to the last statement of account for the period in question. No allowance is to be made for: -
- (a) Any arrangement whereby the Broker has allowed credit to the insured.
 - (b) Any delay within the Broker's accounting system.
 - (c) The inability of the Broker to obtain moneys from the customer, except as provided in 15.1.
- 7.4 The company reserves the right to charge interest in respect of late payment of any sum to the company under this agreement. A rate of 2% per annum above the base rate of the Royal Bank of Scotland from the due date of payment until the account is settled in full can be charged.
- 7.5 The company reserves the right to terminate this agreement and cease transacting with the Broker if in its sole opinion any late payments occur on multiple occasions and in the sole opinion of The Company are not permanently remediable to ensure accounting transactions remain in good order.

Premiums

- 8.1 If the Broker does not obtain payment of the required premium from the customer, or from the third party funding the premium on behalf of the customer, within 21 days for commercial insurances of: -
- (a) Commencement of the insurance cover or adjustment or
 - (b) Calculation / agreement of the final premium to be levied.

The Broker will notify the Company immediately, failing which the Broker will be held responsible for immediate payment of the premium to the Company.

On receipt of such notification the Company may agree to remain on risk for a further period, or cease cover thereafter unless the Broker accepts responsibility for payment of the premium. The Broker will comply with any instructions given by the Company. If such instructions are not followed, the Broker will be held responsible for immediate payment of the premium.

- 8.2 The Broker will be responsible to the Company for the premium due when the Broker:
- (a) Releases to the customer any policy, certificate of insurance, endorsement, or other confirmation of cover issued by the Company, before collection of the premium from the customer, or before collection of the premium from any party funding the premium amount on behalf of the customer, or before acceptance by the Company of a mandate to pay the premium via the Company's own premium payment arrangements. These provisions will apply to all monies upon payment to the Broker by the insured. However, the Broker still has a responsibility to ensure that this money is paid to the Company within the agreed credit period.

Authority

- 9.1 Unless specifically authorised in writing by the Company, the Broker has no authority to sign documents on behalf of the Company (except only receipts for premiums on the official forms issued by the Company), to make markings of any kind on the policies or in any other way whatever to make arrangements binding the Company.
- 9.2 The Broker will pass any material information relevant to the Client or risk, which provides a fair presentation, in accordance with the terms of the insurance contract, without undue delay to the Company.
- 9.3 Unless specifically authorised in writing by the Company, the Broker may not enter into any agreement to delegate or contract out to another party, any of the activities undertaken by the Broker in pursuance of the duties delegated to the Broker under this agreement, or make any arrangement with another party acting as an intermediary for the introduction of business to the Company via the Broker.
- 9.4 When giving any quotation or indication of cover provided by the Company's policies, the Broker will ensure that up to date rating guides / literature supplied by the Company are used. Any changes notified to the Broker by the Company must be brought into use as defined in the Company's notices to the Broker, and any obsolete rating guides / literature must be destroyed or returned to the Company as required by such notices.
- 9.5 Subject to collection of the premium from the customer concerned, or collection of the premium from any party funding the premium on behalf of the customer concerned, or on acceptance by the Company of a mandate to pay the premium by the Company's own premium payment arrangements, the Broker must release promptly to the customers all statutory documentation (e.g. employer's liability certificates), in order that customers can comply fully with any relevant statutes.
- 9.6 A commercial (non motor) policy can only be cancelled by the Company, unless the Broker has been authorised in writing by the Company to cancel policies on behalf of the Company. The Broker is authorised to accept notice of cancellation on behalf of the Company from customers exercising their cancellation rights under FCA Rules and must forward any such notice of cancellation to the Company without delay. For essential information relating to cancellation, see paragraphs 13.1, 13.2 and 13.3.
- 9.7 A motor policy can be cancelled by the Broker on behalf of the Company should the client:
- (a) Exercise their right to cancel their policy within 14 days of inception,
 - (b) Default under the credit terms offered by the Broker.
 - (c) Instruct the Broker to cancel the contract of insurance during the policy term.
- The broker will need to cancel the policy in line with the terms and conditions set by the Road Traffic Act 1989. For essential information relating to cancellation, see paragraphs 13.1 and 13.2.
- 9.8 Any policy where either non-disclosure or misrepresentation is identified, the Broker must refer the policy to the Company for investigation. Under no circumstances can any adjustments or cancellation be processed while the investigation is being completed. The Company will review all non-disclosures or misrepresentations in line with the current legislation

- 9.9 Under no circumstances will the Company accept business from the Broker that has not directly been sold to the customer by the Broker. Sub-broking by the Broker is prohibited under this agreement.

New Business

- 10.1 The Broker will present information and proposals relating to any insurance cover requested in the form specified by the Company from time to time or in such other manner as may be agreed in writing between the Company and the Broker.
- 10.2 The Broker will notify the customer promptly of all terms and conditions applying to the insurance (particularly any restrictions and exclusions), details of the items covered and the gross premium payable (distinguishing this sum from any other charge being made).

The Broker will need to validate the accuracy of information provided by the customer, on all policies within the first 21 days from inception of the policy term, recording evidence of the validation for audit purposes.

Any further information required by the Company will be sought promptly by the Broker and notified to the Company without undue delay.

- 10.3 The Company will issue the policy and other relevant documentation promptly after conclusion of negotiations and provision by the Broker of all relevant information.
- 10.4 The duties delegated by the Company to the Broker under this agreement or under any additional authority or binder will not be undertaken by the Company direct with any customer, except where 14.1 applies, unless otherwise agreed by the Broker with the Company.

Renewals

- 11.1 The Broker will pass the Company's renewal invitations promptly to the customer together with details of any change in the terms and conditions applying to the insurance or to the items covered.
- 11.2 Prior to renewal date and subject to availability of all necessary documentation and information the Company will issue renewal documentation, advise terms or notify the Broker if it is not their intention to renew, in accordance with statutory requirements.

If the Company has decided not to invite renewal, the Company will co-operate with the Broker providing information held to assist the Broker in placing the cover elsewhere.

Claims

- 12.1 The Broker and the Company will ensure that no undue delay occurs in their handling, negotiation and settlement of any claims.
- 12.2 The Broker must notify the Company immediately upon receipt of notice of a claim.

- 12.3 The Broker is not authorised to commit the Company in any way or to arrange a claim settlement without the written consent of the Company.

Cancellation

- 13.1 Where a customer wishes to cancel a commercial policy, the Broker must inform the Company immediately upon receipt of the cancellation instruction. The Broker must advise the Company of the effective date of the cancellation and the reason for it. The Company will make a service charge for the cancellation. The Broker will be responsible for any Insurer's Time on Risk charge that may apply, and the Company will reclaim any unearned commission that has been paid to the Broker.
- 13.2 Where a customer wishes to cancel a personal or motor policy, the Broker must inform the Company immediately upon receipt of the cancellation instruction via EDI. The Broker must advise the Company of the effective date of the cancellation via EDI. The Company will make a service charge for the cancellation. The Broker will be responsible for any Insurer's Time on Risk charge that may apply, and the Company will reclaim any unearned commission that has been paid to the Broker. Short term cancellation rates will apply for the first year of the policy with subsequent years being charged on a pro rata basis.
- 13.3 If the Company is imposing cancellation, the Company will give the Broker 7 days notice of the cancellation. The Broker will be responsible for any Time on Risk charge applicable, and the Company will reclaim any unearned commission previously paid to the Broker. For a commercial (non motor) policy the Broker must inform the Company in writing prior to the date of renewal if the policy is to be renewed, if the Company is not informed the policy is automatically lapsed with no cover being in force.

Direct Dealings with Customers

- 14.1 To enable the Company to fulfil any regulatory or contractual duties to customers, on behalf of the Insurance Company named in the Insurance Policy schedule, the Company reserves the right to deal direct with customers whose insurances are arranged by the Broker with the Company in any of the following circumstances: -
- (a) If there are reasonable grounds to suspect fraud on the part of the broker.
 - (b) Civil/criminal charges material to the operation of this Agreement.
 - (c) If the Broker is unable to meet the FCA's financial requirements, or in the event of the bankruptcy, insolvency or liquidation of the Broker, or on the approval by the Broker's creditors of a voluntary arrangement or on the making of an Administration order in relation to the Broker.
 - (d) If the broker fails, without reasonable cause, to remedy unsatisfactory conduct as requested by the Company in writing.
 - (e) If the broker ceases to be authorised by the FCA to undertake any relevant general insurance regulated activities, or in the event of any serious failure by the Broker to comply with the Rules.
 - (f) If the Broker is physically unable to undertake any of the duties delegated by the Company to the Broker under this Agreement or under any additional authority or Binder.
 - (g) The Company shall use their best endeavours to notify the Broker of the proposed action and the reasons for it.

- 14.2 The Company will make every effort to contact the Broker and inform them prior to contacting the client direct for any of the circumstances detailed in 14.1.

Termination

- 15.1 The Broker or the Company may terminate this Agreement: -
- (a) At any time by mutual agreement; or
 - (b) On the expiry of 60 days written notice delivered by registered or recorded delivery post; or
 - (c) Without notice if there are reasonable grounds to suspect fraud, or in the event of the bankruptcy, insolvency or liquidation of the Broker or the Company, or on the approval by creditors of the Broker or the Company of a voluntary arrangement or on the making of an Administration order in relation to the Broker or the Company; or
 - (d) Without notice if the authorisation by FCA of the Broker or the Company to undertake any general insurance regulated activities is terminated following any proposed or actual disciplinary proceedings for any failure to comply with the Rules, or for any serious failure to comply with the Rules in respect of any regulated activities undertaken by the Broker in pursuance of the duties delegated to the Broker under this Agreement; or,
 - (e) If the Broker or the Company fails to remedy any other breach of this Agreement, or any unsatisfactory conduct, within a reasonable period of the Broker or the Company notifying the other party in writing.
 - (f) If the Broker is persistently late in making their due payments and in the opinion of the company is not able to maintain any remedy in the long term.
- 15.2 For the period of 12 months following termination of this Agreement, other than for terminations by the Company in the circumstances set out in paragraphs 15.1 (c), (d) and (e) above, the Companies will co-operate with the Broker in providing information necessary for placing business elsewhere.
- 15.3 Upon termination of this Agreement under paragraph 15.1 above, the Company will prepare a statement of account, settlement of which shall be by way of payment by the Broker or the Companies of the net balance due to the other. All known premiums for which the broker would be liable under this Agreement and not included in this statement of account must also be paid to the Companies at the same time.

Information

- 16.1 The Broker will notify the Company immediately: -
- (a) Of all material changes in the Directors, the Partners, or the control of the Broker (in particular where a shareholding of 20% or more is involved), and have all changes in the name or trading name of the Broker.
 - (b) If the Proprietor, Partner, Director, or any other approved person, is convicted of a criminal offence (other than a motoring offence), or becomes subject to a Court Judgement for debt.
 - (c) If the Broker's authorisation by FCA to undertake one or more general insurance regulated activities is changed or ceases or is terminated and the reason(s) for such change/cessation/termination.
 - (d) Of formal termination (excluding termination for pure economic reasons) of any Terms of Business Agreement held by the Broker to place insurance with or via any other insurer/intermediary.

- (e) The broker must notify the company immediately if any the following change:
- Trading Name
 - Brokers Address
 - Additional brokers are added to your network. (We reserve the right to decline to offer Terms of Business to additional brokers).

Company's Property

- 17.1 The Broker will ensure that all books, documents, advertising and promotional material, computer software and hardware belonging to the Company are held by the Broker, plus any records, papers, other material and information held in any form by the Broker relating to any policies placed by the Broker with the Company, will be available at all reasonable times to the Company for inspection.
- 17.2 If this Agreement is terminated or notice of termination is given, such books, documents, advertising and promotional material, and computer software and hardware must be delivered by the end of the period of notice of termination to the Company by the Broker.
- 17.3 The Broker shall maintain adequate records sufficient to demonstrate compliance with this Terms of Business Agreement. The Broker will, at all reasonable times, allow the Company access to the Broker's premises and to any records, papers, and other material and information held in any form by the Broker on behalf of the Company that the Company may request, for the purposes of monitoring or investigating the Broker's compliance with the Terms of Business Agreement or for any other audit the Company may reasonably require.

Broker / Client Relationship

- 18.1 Other than on termination by the Company in the circumstances set out in paragraphs 15.1(c), (d) and (e) above, the Company will not deliberately use information obtained from the Broker on business transacted under this Terms of Business Agreement to solicit, either directly, or indirectly by arrangement with another party, the insurance business of the Broker's clients for a period of 3 years following cessation of this Agreement

Internet

- 19.1 The Broker is not authorised to include the Company's Products on an internet quotation (or similar) system without specific prior approval in writing from the Company.
- 19.2 If authorisation to include the Company's Products on an internet quotation (or similar) system is granted then the Broker must not alter the basis of derivation of any information within such system without specific prior approval in writing from the Company.

Registered Trade Marks

- 20.1 The "Xbroker" name and corporate logo are registered trademarks of the Company and/or of Moorhouse Group or its successors/assignees in title. The Broker may only use the "Xbroker" name and corporate logo for the purposes of the activities undertaken by the Broker on behalf of the Company in pursuance of this Agreement, unless the Company gives specific written approval for other purposes. Unless specifically authorised in writing, the Broker may not use the corporate logo on any documents or materials produced independently by or on behalf of the Broker.

20.2 On termination of this Agreement the Broker will stop using documentation or other materials bearing the “XBroker” name and/or corporate logo and return to the Company any such documentation and materials provided to the Broker by the Company. After such termination the Broker may only use the “XBroker” name and corporate logo for the purpose of concluding any matters the Broker is required or permitted to handle and/or run off for the Company.

Data Protection Regulation

21.1 The Parties acknowledge that for the purpose of the Data Protection Regulation, each of the Parties shall be a Controller in respect of the Customer Data at all times before, on and after the point of any Sale.

21.2 Each Party shall ensure that it shall not be subject to any prohibition or restriction which would or might be reasonably likely to:

- ✓ prevent or restrict it from disclosing Personal Data to the other Party, as required under this Agreement;
- ✓ prevent or restrict it from granting access to Personal Data to the other Party, as required under this Agreement; or
- ✓ prevent or restrict the other Party from Processing Personal Data, as envisaged under this Agreement.

21.3 Where either Party Processes Customer Data, it shall:

21.3.1 Process the Customer Data:

- ✓ only to the extent and in such manner as is necessary for the Agreed Processing Purposes;
- ✓ for no longer than is necessary in order to carry out the Agreed Processing Purposes; and
- ✓ at all times in accordance with its fair processing notices and all applicable requirements of the Data Protection Legislation;

21.3.2 Subject to clause 21.3.3, Process Customer Data on the basis of one or more of the legal grounds set out in Article 6 of the Data Protection Regulation;

21.3.3 Process Sensitive Personal Data on the basis of one or more of the legal grounds set out in Article 9 of the Data Protection Regulation;

21.3.4 not disclose or divulge the Customer Data to any third party except our employees who need access to the Customer Data in order to meet obligations under this Agreement, provided that such employees shall:

- ✓ have access only to such part or parts of the Customer Data as is strictly necessary for the performance of that employee’s duties;

- ✓ be informed of the confidential nature of, and have committed themselves to an obligation of confidentiality in respect of, the Customer Data; and have undertaken training relating to the handling of Personal Data;
- 21.3.5 have in place and maintain appropriate technical and organisational measures in order to prevent so far as is reasonably practicable the occurrence of any Security Incident, which each Party warrants and represents (having regard to the state of the art and the costs of their implementation) shall ensure a level of security appropriate to the risks associated with the Agreed Processing Purposes, the nature of the Customer Data and the harm that might result from any Security Incident;
- 21.3.6 notify the other Party in the event of a Security Incident and ensure that such notification shall, at a minimum:
- ✓ be provided as soon as reasonably practicable;
 - ✓ communicate the name and contact details of the other Party's data protection officer or other individual chiefly responsible for addressing the Security Incident;
 - ✓ describe the likely consequences of the Security Incident; *and*
 - ✓ describe the measures taken or proposed to be taken in order to address the Security Incident;
- 21.3.7 provide reasonable co-operation and assistance to the other Party if reasonably required by that other Party, so that the other Party may adequately resolve:
- ✓ any request from a Customer concerning the exercise by that Customer of his or her rights laid down in Chapter III of the Data Protection Regulation; or
 - ✓ any complaint, notice or communication which relates directly or indirectly to the Processing of Customer Data by either Party or to either Party's compliance with the Data Protection Legislation; and
- 21.3.8 maintain complete and accurate records and information in order to demonstrate its compliance with this section 20 and permit and contribute to audits of such records by the other Party or the other Party's designated auditor (s) from time to time.
- 21.4 Each Party shall indemnify and keep the other Party indemnified against any claims, damages, costs and/or expenses (including, but without limitation, legal expenses) incurred as a result of any unauthorised use of Customer Data, any unlawful Processing of Customer Data and/or any breach of this section 20 by it or its Affiliates, employees, agents, contractors, subcontractors or representatives.
- 21.5 For the avoidance of doubt, notwithstanding any other provision of this Agreement, neither party shall be required to do or refrain from doing anything which would be in breach of any statutory or regulatory obligation (including, but without limitation, all applicable requirements of the Data Protection Legislation)."
- 21.6 In maintaining this Agreement, the Company may from time to time search files made available to the Company by credit reference agencies for credit referencing and credit scoring purposes.

Those credit reference agencies involved may keep a record of that search. The Company may also pass to credit reference agencies information that the Company holds about the Broker and the Broker's payment record with any member of XBroker. Credit reference agencies share information with other organisations, enabling applications for financial products or services to be assessed or to assist in the tracing of debtors or to prevent fraud.

Security of Documentation

- 22.1 If the Broker holds any of the Company's documentation, which could be used to provide proof of cover, in particular motor cover note books, these must be kept in secure storage, other than when issuing such documentation. The secure storage is to be a locked cupboard, cabinet or desk, which does not carry any indication of these contents, and with keys held by responsible, nominated individuals. Procedures are also to be in place to enable prompt identification of missing or lost documentation.
- 22.2 Loss of any cover note or any book of cover notes must be reported to the Company immediately, with details of the serial numbers involved. Theft of or fraudulent use of any cover note or any book of cover notes must be reported to the Police at the same time, with details of the serial numbers involved, and a note of the Police crime reference number is to be passed on to the Company. The Broker must apply similar reporting procedures to any other of the Company's documentation held which could be used to provide proof of cover.

EDI Terms (for Personal / Commercial Lines General Insurance Business)

- 23.1 If the Broker trades with the Company electronically, the following terms will apply to any such business. This Terms of Business Agreement will otherwise also apply in the same way as for any other business transacted between the Broker and the Company.

Definitions

Message – Data transmitted electronically between the Broker and the Company, including any part of such data.

Transaction Log – A complete record of the Messages sent and received by the Broker.

System – The electronic trading system(s) that the Broker is authorised to use under 24.2 below.

Software House – The supplier(s) of the System.

Operating Procedures

- 24.1 The Broker must comply with the procedures laid down by the Company from time to time.
- 24.2 The Broker is authorised to use the System for trading with or on behalf of the Company where such authorisation is given from time to time by the Company.
- 24.3 The Company reserves the right to suspend or to withdraw the Broker's authority to use the electronic trading facilities immediately on delivery of a notice in writing to the Broker.

- 24.4 The System must be kept up to date at all times with the latest releases of software received from the Software House, by the effective date of each such release. Failure to do so will invalidate any guarantees that apply to the insurance risk.
- 24.5 The Broker will ensure that the System containing data on policies underwritten by the Company is operated and maintained in a serviceable condition and in accordance with any instruction/guidelines issued by the Software House.
- 24.6 The broker must make a system connection at the end of each business day, so transmissions are sent to the company on the day of sale.
- 24.7 A permanent record of the EDI file must be kept by the broker, including the quotation with the date and time specified, a signed proposal form, MTA documentation, and other supporting information relating to the risk.

Security

- 25.1 The Broker will ensure that access to data relating to the business underwritten by the Company is restricted to individuals in the employment of the Broker and who need to have this access, or other persons specifically authorised by the Company.

Authenticity of Messages

- 26.1 Each Message must identify the sender and recipient(s) and must include a means of verifying the authenticity of the Message, either through a technique used in the Message itself or by some other means as provided for in the procedures laid down by the Company.
- 26.2 The Broker and the Company may by agreement, also use higher levels of authentication to verify and Message.

Integrity of Messages

- 27.1 The Broker and the Company will ensure that any Message sent to the other is complete, accurate and secure against being altered in the course of transmission. Subject to 28.2 and 28.4 below, the sender will be liable to any other person for the direct consequence of any failure to perform the sender's obligation under this clause.
- 27.2 The Broker and the Company each accept the integrity of any Message and agree to accord each Message the same status as would apply to any document or to information sent other than by electronic means, unless such Message can be shown to have been corrupted because of technical failure of any computer, computer system or transmission line.
- 27.3 Where there is evidence that a Message has been corrupted, or if any Message is identified as incorrect, it will be re-transmitted by the sender as soon as possible, with a clear indication that it is a corrected Message. No liability of the sender from failure to comply with this clause will arise if 28.4 below applies.
- 27.4 Notwithstanding 28.1 and 28.3 above, the sender will not be liable for the consequences of any incomplete or incorrect transmission if the error is or should be, in the circumstances, reasonably obvious to the recipient. The recipient must notify the sender immediately of any such error.

- 27.5 If the recipient has reason to believe any Message is not intended for him/her/it, the recipient must notify the sender and delete from the System the information contained in the Message, but a record must be kept of its receipt.

Back-up, Recovery and Re-transmission

- 28.1 The Broker will take sufficient back up from the System to ensure uninterrupted customer service without loss of data.
- 28.2 The Broker must make suitable alternative provisions for prompt handling of business with the Company in the event the System is disrupted or is out of use for any reason. Full details of the procedures in place must be provided to the Company on request.
- 28.3 The System must be able to store at least the last five transmissions to the Companies, to enable re-transmission where necessary.

Confirmation of Receipt of Messages

- 29.1 Except where receipt of Messages is confirmed automatically by the System, the Company may request the Broker to confirm receipt of each Message. Any such confirmation requested is to be sent to the Company without delay.
- 29.2 The Broker and the Company will process and/or deal with each Message received in accordance with any response times specified by the Company or the Software House, or as the Broker and the Company may agree. In the absence of such specification, or agreement, the Broker and the Company will process and/or deal with each Message without unreasonable delay.
- 29.3 Confirmation of receipt of any message will not, in itself, give rise to any legal obligation, or confer any right on any person or constitute acceptance of any offer contained/implied in such Message.

Verification

- 30.1 In order to verify Messages sent and received, the Broker must maintain a Transaction Log including details, without any modifications, of all Messages sent and received by the Brokers. The Company will not accept liability for any risk where the Broker cannot produce such verification.
- 30.2 The Transaction Log may be maintained on computer or by other suitable means, provided that the data can be readily retrieved and presented in a readable form on request from the Company.
- 30.3 The Broker will ensure that the Transaction Log and any reproduction made from it is correct.

Audit

- 31.1 All books, documents and any Message or other data relating to business underwritten by the Company and held by the Broker will be available at all times to the Company or their professional advisers, or HM Customs and Excise, for inspection.

Liability

- 32.1 The Broker is responsible for the accuracy of all data input or processed by the Broker. With the introduction of the Insurance Act 2015 the Broker is responsible for educating their client to

understand the importance of carrying out a reasonable search and providing a fair presentation of risk. The Company expect that any referral or presentation, made by the Broker, contains sufficient information and signposting rather than data dumping.

- 32.2 The Broker will indemnify the Company for any loss sustained by the Company resulting from any misuse or corruption of, unauthorised access to, use of or additions or alterations to any data, or any failure to keep the data up to date, unless such misuse, corruption etc. is beyond the control of the Broker, or the Broker's employees or agents.
- 32.3 If the Broker becomes aware of any misuse, corruption etc., as set out in 32.2 above, the Broker must notify the Company immediately.
- 31.4 The Company will not be liable for any loss or damage suffered by the Broker as a result of any delay in relaying data to the Broker where such delay is beyond the control of the Company, their agents or employees.

Termination

- 33.1 These terms will cease automatically in the event of the termination of the Broker's agency facilities with the Company from any cause, or if the Company withdraws the Broker's authority to transact business electronically with the Company in accordance with 24.3 above.
- 33.2 The Broker must continue to observe the provisions of 23, 24, 25, 26, 27, 28, 29, 30 and 31 above, notwithstanding any such termination, suspension or withdrawal of authority by the Company.
- 33.3 Within 14 days of such termination or withdrawal of authority by the Company, the Broker will provide to the Company all data or records held by the Broker relating to business underwritten by the Company.

Variation

- 34.1 Any variation to this Agreement must be mutually agreed in writing and signed by the Broker and the Company and, as far as possible, a reasonable period of notice will be given before such changes become operative.
- 34.2 Should an agreement not be reached, the Company reserves the right to give a minimum of three months written notice to the Broker of any variations.

Signed

Date

for "the Company"

Signed _____

Date _____

Director/Partner/Proprietor for "the Broker"

Print Title _____

Print Name _____

