

## Terms of business agreement (monthly)

<b>Between</b>	
<b>Company Name</b>	Event Insurance Services Ltd (hereinafter referred to as 'The Company')
<b>Registered Address</b>	Event House, 20A Headlands Business Park, Ringwood, Hampshire, BH24 3PB
<b>Financial Conduct Authority Status</b>	Authorised and Regulated – Firm Reference Number: 309998
<b>And</b>	
<b>Intermediary Name</b>	..... (hereinafter referred to as the 'Intermediary')
<b>Registered Address:</b>	..... .....
tel:	fax:
email:	.....
<b>Correspondence Address if different from above:</b>	..... .....
<b>Financial Conduct Authority Status</b>	<input type="checkbox"/> We are authorised and regulated by the Financial Conduct Authority. Please note Financial Conduct Authority registration number below: .....

### 1. Effective Date of Agreement

The Agreement is only valid when suitably completed by the Intermediary, signed and accepted by Event Insurance Services Ltd.

### 2. Status

The Company acts as the agent of the Insurer in all matters, and for the purpose of receiving and holding premiums, claims money and premium refunds. The Intermediary acts as agent of the Insured in all matters, except for the purpose of receiving and holding insured money. The name, address and Financial Conduct Authority authorisation of each of the Company and the Intermediary may be checked on the Financial Conduct Authority's Register.

### 3. Termination/Variation

Either party giving 30 days written notice may cancel this agreement without prejudice to all accrued rights and liabilities between the parties at such time. We will give You 30 days notice if We intend to vary any of these terms.

### 4. Client Money

For the avoidance of doubt We agree Risk Transfer. The Intermediary acts as agent of the Insurer for receiving, paying and holding premiums (including return premiums and where applicable, claims money).

The Intermediary may hold such premiums in either a statutory or a non statutory client account under the Financial Conduct Authority client money rules (in which case We agree that such money may be commingled with that of other clients and that our interests shall be subordinated to that of other clients), or alternatively in trust for Us in an Insurer Broker's Insurer Trust Account. It is the intermediary's duty to calculate and collect the correct level of IPT applicable on any fee or administration charge levied on this product where such a tax liability exists.

### 5. Authority

The Intermediary agrees that it alone is responsible for any advice it gives (or any failure to give advice where it should give advice) to, or arrangements it makes (or any failure to make arrangements where it should make arrangements) for, the Insured relating to general insurances provided by the Company. The Intermediary accepts that the Company is not responsible for (and agrees to indemnify the Company against loss, liability fees or costs of the Company which may arise in relation to) any such advice and/or arrangements (or failure by the Intermediary to so give or make) and the Intermediary agrees to ensure that the Insured is properly informed of the nature of the services that the Intermediary

will provide (The Intermediary is able to download all proposal forms and wordings from the Company's website).

The Intermediary has no authority to accept or amend Insurance policies provided by the Company; settle, negotiate or compromise claims or commit the Company in any way. The Intermediary agrees to promptly pass to the Company any information notified to it, including without limitation any information known to it which would or could reasonably be expected to influence the Company's decision regarding insuring any risk. Any notification of any material information to the Intermediary by the Insured will not be deemed notification to the Company.

### 6. Payment

- a) Unless a quotation states, You must settle your monthly account by the last working day of each month.
- b) The Intermediary accepts responsibility for payment of the invoiced premium on the due date, whether collected from the Insured or not.
- c) In the event that credit terms specified in 6 (a) and (b) are not adhered to, the Company reserves the right to correspond with the Insured direct without reference to the Intermediary, and to withhold renewal of other policy documents.

## 7. Quotations

The Company does not provide binding verbal quotations prior to receipt of written documentation from the Intermediary. Any premiums discussed by telephone at such time are 'indications only' and are not binding on the Company. Only after the Company has received written documentation from the Intermediary shall it provide a binding quotation to the Intermediary, which may be provided by the Company either by telephone or in writing. Such quotations will be valid for a maximum of three months, unless otherwise stated on the quote, or if the quotation is withdrawn before we are notified the quote has been accepted. The Intermediary agrees not to use, rely upon or divulge any non-binding quotations provided by the Company.

## 8. Hold Cover Instructions

All instructions must be in writing or verbally on a call recorded by us. All requests to hold cover must include a fully completed proposal form or online application unless one has already been completed. If accepted by the Company, the Company will always confirm cover in writing, either by issue of the Policy Document or a cover note to the Intermediary. Until this is received by the Intermediary it must not be assumed that cover is in force.

## 9. Renewal Instructions

The Company does not automatically renew policies – renewal will only be affected (subject to acceptance by the Company) upon receipt of written instructions from the Intermediary.

## 10. Client Ownership

We acknowledge that the Insured is the customer of the Intermediary. It is our policy not to solicit business using the information provided by the Intermediary; but We reserve the right to contact the Insured direct where this becomes necessary for the effective administration of the policy, for new business or renewal, or for any claim, if we are unable to contact or elicit the relevant required information from the Intermediary. We also reserve the right to contact the client directly to discuss collection of any premium that We are unable to collect from the Intermediary.

## Signature:

.....  
By signing this agreement the Intermediary confirms its acceptance of these terms of business.

## Position:

## Signature:

.....  
Signed and accepted on behalf of Event Insurance Services Ltd.

## Position:

.....  
Version 31/03/16

## 11. Claims Handling

The Intermediary is not authorised to handle claims on behalf of the Company. Notice of a claim to the Intermediary by the Insured does not constitute notification to the Company. All claims must be notified to the Company as soon as the Intermediary is aware of a claim or a potential claim.

## 12. Data Protection Act 1998

It is understood by the Intermediary and the Insured that any information provided to the Company regarding the Insured will be processed by the Company, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and of handling claims, if any, which may necessitate providing such information to third parties and by accepting the insurance product or service pursuant to these terms of business the Intermediary warrants that it has obtained the consent of the Insured to such processing. Both parties will be separately responsible for the security of client data. Each party agrees to use all reasonable efforts to assist each other to comply with such obligations as are imposed on them by the 1998 Act (or subsequent amendments).

## 13. Cancellations

- There is a Fourteen day 'Cooling off' period where the Insured is entitled to a full refund, unless the Insured has had any events (which would have been insured under the policy) during this period.
- Any mid-term adjustments (subject to acceptance by the Company) will be calculated by the Company in accordance with the underwriting criteria in force at the time.

## 14. Commissions

Commission will be 15% of the gross premium to the Intermediary unless stated otherwise in a quotation or unless varied by the Company in accordance with clause 3 (termination/variation) and will be settled monthly. We permit The Intermediary to withdraw their commission upon collection of the premium from the client.

## 15. Electronic Payments

We accept payment for premiums by electric transfer (BACS). Account details are available on request. Any payment made in this manner must

be made with a quote or application reference as part of the transaction details.

## 16. Regulation

The Intermediary has provided the Company (or undertakes to provide to the Company when available) with its Financial Conduct Authority regulatory number and confirms that it is Authorised and regulated by the Financial Conduct Authority in the conduct of insurance mediation activities in relation to non-investment insurance contracts or has become an appointed representative of a firm so authorised and regulated by the Financial Conduct Authority. The Intermediary will comply with the FSMA and Financial Conduct Authority rules to which it is subject in respect of mediation activities and it undertakes to advise the Company immediately should there be any change to this regulatory status. The Company undertakes to advise the Intermediary of any change in its regulatory status.

## 17. Complaints

Any complaint received by the Intermediary against the Company will be forwarded to the Company by the next working day. The Company in accordance with Financial Conduct Authority rules will deal with the complaint. The Intermediary will provide the Company with any necessary assistance in dealing with the complaint.

In the unlikely event of the Intermediary having cause for complaint about the Company's service, please write to: The Agency Manager, Event Insurance Services Ltd, Event House, 20A Headlands Business Park, Ringwood, Hampshire, BH24 3PB.

## 18. Notifications

The Intermediary shall immediately inform the Company in writing of any Change of address, Change of Name or Change of Ownership or Change of legal status or authorisation.

## 19. HMT Financial Sanctions

Where necessary, we consider it your responsibility to carry out any checks to ensure your clients are not on the HMT Sanctions List.

## 20. Website & Online trading

We will provide the Intermediary with access to our online document centre where you will be able to access you client's documents. To put through a quotation or a policy online, you will not need to use a login or password.



## Event Insurance Services Ltd

Event House  
20A Headlands Business Park  
Ringwood  
Hampshire  
BH24 3PB

T 01425 470360

F 01425 474905

E info@events-insurance.co.uk

www.events-insurance.co.uk