



Terms of Business Agreement



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Terms of Business Agreement

Contents

Terms and conditions

1.	Definitions & Interpretation	3
2.	Scope and Appointment	6
3.	Authority	6
4.	Sub Broking	7
5.	Issue of Cover	7
6.	Information and Documentation	8
7.	Commission	8
8.	Credit Control and Agency Review	9
9.	Claims Handling	10
10.	Complaints	11
11.	Fees	11
12.	Customer Relationship	11
13.	Termination	11
14.	Audit and Access to Records	12
15.	Compliance	13
16.	Bribery Act	14
17.	Competition Act	14
18.	Marketing	15
19.	Confidentiality	15
20.	Intellectual Property Rights	15
21.	Dispute Resolution	15
22.	General	16
23.	Law	16
24.	Signatures	17
	Schedule 1: eBusiness TOBA	18

Terms & Conditions

1. Definitions & Interpretation

1.1 In this Agreement, unless the context otherwise requires, capitalised terms and expressions have the following meanings:

Term	Definition
“Agreement”	this terms of business agreement, the Agency Appointment Letter and the Terms of Commission;
“Agency Appointment Letter”	the letter provided to You accompanying this Agreement;
“Applicable Rules and Regulations”	any rules, regulations, guidance, codes or principles, whether or not having the force of law issued by the FCA or any other competent regulatory authority and any legislation or other law (including without limitation the FSMA) which governs the conduct by You of any transaction or business contemplated by this Agreement;
“Business Day”	a day other than a Saturday, Sunday or a bank or public holiday in the UK;
“Claim”	a claim made by a Policyholder under the terms of their Policy with Us;
“Confidential Information”	all information or data (including oral and visual data and all information or data recorded in writing or in any other medium or by any other method) relating to a Party including the existence of, and terms of, this Agreement, any information relating to a Party’s operations, processes, plans, intentions, product, information, know how, design rights, trade secrets, software, and business affairs;
“Data Protection Legislation”	means all applicable laws and regulations from time to time in force relating to data protection, the Processing of Personal Data and privacy, including where applicable, the Privacy and Electronic Communications Directive (2002/58/EC) and the laws implementing that Directive including the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and the GDPR;
“Data Protection Regulator”	means a regulatory, administrative, supervisory or governmental agency, body or authority (whether regional, national or supranational) with jurisdiction over the Personal Data Processing activities contemplated by this Agreement, including the UK Information Commissioner acting through the Information Commissioner’s Office and the European Data Protection Board;
“eBusiness”	where You use an aggregator or other electronic business portal to display Our rates to potential customers via the internet;
“eBusiness TOBA”	the separate terms of business agreement in respect of aggregator, electronic business or internet trading platforms, provided at Schedule 1 to this Agreement that may, where the Parties wish and agree, be entered into concurrently with this Agreement or at any stage subsequent to this Agreement, provided always that it shall be a pre-condition of the eBusiness TOBA that this Agreement shall be in full force and effect between the Parties;

Term	Definition
“Event of Insolvency”	<p>in respect of a Party where:</p> <ul style="list-style-type: none"> (i) a petition is presented for the bankruptcy of the Party; or (ii) a petition is presented (and not discharged within 30 days) or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up, voluntary liquidation or entry into administration of that Party; or (iii) a Court order is made for the winding up, administration or bankruptcy of that Party; or (iv) a notice of intention to appoint or a notice of appointment of an administrator is filed under Schedule B1 of the Insolvency Act 1986; or (v) a proposal is made for a voluntary arrangement under Part I or Part VIII of the Insolvency Act 1986 or a proposal is made for any other composition scheme or arrangement with (or assignment for the benefit of) that Party’s creditors; or (vi) an application is made to the Court for an interim order pursuant to section 253 of the Insolvency Act by or on behalf of the Party; (vii) a Party is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or (viii) a trustee in bankruptcy, supervisor, nominee, administrator, liquidator, provisional liquidator, receiver, administrative receiver, or similar officer is appointed in respect of that Party or all or any part of its, his or her business or assets; or (ix) that Party ceases to carry on business as a going concern; or (x) that Party suffers any event in a foreign jurisdiction analogous to or comparable with any of the foregoing;
“FCA”	the Financial Conduct Authority or any successor body from time to time;
“FSMA”	the Financial Services and Markets Act 2000;
“GDPR”	means the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data;
“General Insurance”	insurance business of any classes specified in schedule 1 part 1 of the FSMA (Regulated Activities) order 2001, as amended, save that it shall not include classes number 4 – railway stock, 5 – aircraft, 6 – ships, 11 – aircraft liability and 12 – liability for ships and shall at all times be limited to business situated in England, Scotland, Wales and Northern Ireland unless otherwise agreed;
“Insurer Guarantee”	the agreement We have with the provider of Your System, such that if You enter the customer information correctly into Your System We will stand by the price, terms and conditions generated by that System;
“Intellectual Property Rights”	patents, copyrights, trademarks, service marks, design rights, know-how, rights in computer software, websites, databases, rights in Confidential Information, know-how, trade and business names, domain names, logo’s and other rights of a similar nature, whether or not registered or unregistered and the goodwill attached to any of them and any rights or forms of protection of a similar nature which may subsist anywhere in the world;
“IPT”	Insurance Premium Tax;
“Liability Claim”	a Claim where given the circumstances of the incident as described by the Customer, there is or is likely to be some liability attributed to LV attaching under the terms of the policy;

Term	Definition
“LV=” “Liverpool Victoria”	Liverpool Victoria Insurance Company Limited (LVIC) is registered in England and Wales with registered number 3232514. Highway Insurance Company Limited (HICO) is registered in England and Wales with registered number 3730662. Both LVIC and HICO are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered address for LVIC and HICO: 57 Ladymead, Guildford, Surrey GU1 1DB. Tel. 0330 1239970.
“MIIC”	the Motor Insurers Information Centre;
“Party”	Us or You (as the context may require) and the expression Parties shall be construed accordingly;
“Policy”	a policy of insurance effected by Us or You in respect of one of Our products;
“Policy Documentation”	the documentation containing the terms and conditions that is issued to Policyholders in respect of a Policy;
“Policyholder”	a person, firm, company or other legal entity who is insured by or who has effected a Policy with Us through You in accordance with this Agreement and shall include any person who proposes to become insured whether or not he actually becomes insured;
“Privacy Information”	means fair processing information intended to meet the requirements of Articles 12, 13 and 14 of the GDPR (or equivalent Data Protection Legislation); and
“Protected Data”	means the Personal Data processed by the Parties during the course of the performance of obligations or exercise of rights under this Agreement, or otherwise for the purposes contemplated by this Agreement;
“System”	the hardware or software or other process provided by, or effected through a Third Party software house or otherwise by Ourselves or on Our behalf which You utilise to arrange General Insurance by means of electronic data interchange or other means (such as but not limited to bordereaux or spreadsheets);
“Terms of Commission”	the guide showing the commission due to You from Us and provided to You in accordance with clause 7.1;
“Third Party”	another organisation or service provider other than Us or You;
“TOBA”	this Agreement and any Schedules hereto but does NOT include the eBusiness TOBA under Schedule 1 UNLESS it has been duly executed and signed by the Parties;
“We”, “Us”, “Our”, “Ourselves”	LV= or Liverpool Victoria.
“You”, “Your”, “Yourselves”	the company, partners or individual(s) detailed in the accompanying Agency Appointment Letter.

1.2 In this Agreement:

- 1.2.1 the headings are inserted for convenience only and shall not affect the interpretation of any provision to which they refer;
- 1.2.2 references to clauses, sections, schedules and paragraphs are references to clauses, sections, schedules and paragraphs of or to this Agreement unless otherwise stated;
- 1.2.3 references to persons include an individual, firm, company or other legal entity;
- 1.2.4 references to any statute, statutory provision, statutory instrument, enactment, order, regulation, principle and rules or other similar instrument (each a “Provision”) includes a reference to that Provision together with all rules and regulations made under it as from time to time amended, replaced, consolidated or re-enacted (with or without modification);
- 1.2.5 words denoting the singular include the plural and vice versa;
- 1.2.6 words denoting any gender include all genders; and
- 1.2.7 the words “other”, “include”, “including”, “in particular” and “inter alia” shall not limit the

generality of any preceding words and the words “include” and “including” shall mean “include without limitation” and “including without limitation” respectively.

1.2.8 the terms Controller, Processor, processing, Data Subject and Personal Data shall have the meaning given to those terms in the Data Protection Legislation” and

1.2.9 references to a law of the European Union include a reference to that law as incorporated into the laws of the United Kingdom at any time after the United Kingdom cease to be a Member State of the European Union.”

1.3 In the case of conflict or ambiguity between any provision contained in the body of this document and a provision contained in the schedules, the former shall take precedence.

2. Scope and Appointment

2.1 This Agreement will apply, from a date separately notified in writing by Us to You, to the conduct of General Insurance by You as Our agent but limited to those classes of business and any related services which We agree with You from time to time.

2.2 You shall only be permitted to write insurances and place risk as Our agent within the territories of England, Scotland, Wales, the Channel Islands and the Isle of Man. Permission to write insurance and place risk as Our Agent within the territory of Northern Ireland is granted separately and will be confirmed by Us in writing if applicable to Your agency.

2.3 You shall not be permitted to conduct any business in relation to this Agreement through or over an aggregator or other electronic business portal without Our express prior written consent, such consent being given by You and Us entering into and signing the separate eBusiness TOBA provided at Schedule 1 to this Agreement.

2.4 You are not permitted to assign, subcontract or otherwise transfer Your rights or obligations under this Agreement to any other person, company or firm without Our prior written consent nor may You appoint a sub-agent without Our prior written consent.

3. Authority

3.1 We may accept or decline at Our sole discretion any proposal for insurance, renewal of an existing policy or the continuance of an existing policy.

3.2 It is a requirement of this Agreement that You be registered and maintain registration with the FCA as being authorised to carry out insurance business. You shall immediately inform Us in the event of any changes to your regulated status. You shall comply with the Applicable Rules and Regulations in the conduct of Your business when acting on Our behalf under this Agreement. You will notify Us immediately of any investigation by the FCA or any other regulatory or investigatory body into any matter involving You or any of Your employees, directors, agents or appointed representatives or of any action or pending action of disciplinary nature by the FCA or any other regulatory or investigatory body involving You, Your employees, directors, agents or appointed representatives. Failure to notify Us of such circumstances shall be a material breach of this Agreement and We shall be entitled to treat it as such.

3.3 You shall indemnify and keep indemnified LV= from and against all losses, liabilities, costs and expenses LV= incurs as a result of You (or Your employees, agents, representatives or sub-contractors) exceeding Your authority provided by this Agreement, or arising from the failure of You to fulfil any obligations arising from this Agreement.

3.4 Other than where specifically authorised within this Agreement You may not bind Us in any way.

3.5 This Agreement does not allow You to settle, compromise or negotiate any Claim on Our behalf and all Claims must be notified to Us unless We have given express permission in writing for alternative procedures to apply.

3.6 Except as otherwise stated within this Agreement You are deemed to be the agent of the Policyholder or proposer for General Insurance and You will notify the Policyholder or proposer accordingly.

3.7 All information notified to or received by You in respect of any risk or Policyholder, including any information made known to You which would or could be reasonably be expected to influence Our decision in relation to any risk must be notified to Us as soon as practicable.

- 3.8 You shall be and remain exclusively responsible for any advice and/or recommendations given by You to a proposer or Policyholder.
- 3.9 You will not use or display any advertisement or banner or any other promotional material which refers to Us or Our business without Our prior written consent. Without express agreement You will not provide quotations for Our products or bind Us to cover on the internet. We will not guarantee quotations from systems which We have not approved.

4. Sub Broking

- 4.1 Your use of sub-agents or appointed representatives is only allowed with Our prior express written permission.
- 4.2 Where We do permit You to use sub-agents or appointed representatives then such use shall only be permitted where You provide Us with a full list of any such sub-agents or appointed representatives. Any changes to such list must be notified to Us immediately and shall require Our prior written approval prior to any business being accepted or transacted through them. You shall, in any case, provide Us with a full, up-to-date list of any sub-agents or appointed representatives every three months.
- 4.3 In relation to this clause, We may refuse to accept or appoint any sub-agent or appointed representative, or remove any existing authority from them and Our discretion and decision in this matter shall be final.
- 4.4 Where We do allow sub-agents or appointed representatives, We shall have the right to receive and hold copies of any agreements between You and any sub-agent or appointed representative and audit such agreements and the sub-agents or appointed representatives appointed under them.

5. Issue of Cover

- 5.1 You will use the System generated cover notes, certificates and schedules unless We have agreed separately, for certain classes of business, for printed cover notes to be issued. In all cases such documents will be issued in accordance with Our underwriting requirements as provided to You from time to time and with the Applicable Rules and Regulations timescales. If printed cover notes are issued a copy must be forwarded to Us immediately. For avoidance of doubt, printed cover notes may only be issued by You on the specific terms and in respect of the specific type of business that We have agreed with You. Failure to comply with this clause and/or use of a cover note for non-authorized business shall constitute a material breach of this Agreement.
- 5.2 In the event of this Agreement being terminated all unused cover note books will be returned to Us immediately and use of System generated cover notes will cease from the date of termination. If any cover is given after that date it shall not be enforceable against Us.
- 5.3 Any discount claimed by a Policyholder for a no claim bonus must be evidenced in a form satisfactory to Us by proof from the previous insurer or by alternative proof as otherwise agreed.
- 5.4 You will present information and proposals for insurance cover for new business in the form specified by Us from time to time or in the manner otherwise agreed between Us and You.
- 5.5 Where the premium quoted by You is less than 70% of the cheapest quote available from an alternative insurer that is quoting on Your System, irrespective of which channel (which shall as may be applicable include aggregator or other internet based facilities) the broker may be using, We shall be entitled to withdraw the Insurer Guarantee and the Insurer Guarantee shall be deemed withdrawn under such circumstances and You shall bear the risk and indemnify Us in respect of any claims in respect of any premiums falling under the categorisation set out under this Clause 5.5. The Insurer Guarantee will only apply where all terms and conditions of the provider of Your System have been complied with.
- 5.6 You shall not bind Us to cover with any organisation or individual who appears on the HM Sanctions list and You shall at all times be responsible for checking such list and shall indemnify Us in respect of any loss, damage, fine or other penalty arising out of Your failure to comply with this Clause 5.6.
- 5.7 As members of the ABI We are required to comply with a voluntary agreement on age and insurance and be satisfied that You can comply with certain conditions where Our products are subject to maximum age limits. You have the responsibility to implement, maintain, ensure ongoing compliance and reimburse Us any costs that We may incur as a direct consequence of your failure to comply with the following conditions:

- 5.7.1 that the customer is clearly informed that a product is not available because of their age;
- 5.7.2 that the customer is clearly informed that cover for people of their age is available through referral to a partner or signposting service with clearly stated contact details;
- 5.7.3 that permission is sought and granted before customer details have been transferred to a third party;
- 5.7.4 that referral of customers to another provider is undertaken through a contractual or non-contractual arrangement with a provider who would be willing to offer insurance to people of that age; and
- 5.7.5 that signposting of customers to another provider is undertaken through a service that holds information about one or more providers who would be willing to offer insurance to people of that age.

6. Information and Documentation

- 6.1 All documentation issued by Us will be in good time to enable You to adhere to Your obligations under the Applicable Rules and Regulations including notification to the Policyholder in the event that We do not intend to renew cover or wish to impose revised terms.
- 6.2 You will not vary the terms and conditions of any document provided to You by Us and all quotations for insurance issued by You on Our behalf will be based on full, accurate details identical to those on the proposal form or statement of fact as applicable.
- 6.3 It is Your responsibility to prepare and issue Policy Documentation in an accurate and proper fashion and to provide the Policyholder with complete and accurate details of the insurance policy in all respects including the cover provided, the premium payable and any other charges being made. Such documentation will be passed by You to the Policyholder promptly together with notification of any changes in the terms of the insurance in accordance with the Applicable Rules and Regulations.
- 6.4 In the event of policy cancellations or not taken up renewals You will ensure the return of all relevant documentation and retain it on Our behalf. All new cover or changes in cover which fall within the terms of Our requirements set under the Applicable Rules and Regulations and by the MIIC must be notified to Us within the timescales We specify from time to time.
- 6.5 In the event of any loss or theft of cover notes, certificates of insurance or electronic cover facility You will notify Us immediately and inform the relevant authorities.
- 6.6 Telephone calls between You and Us may be recorded.
- 6.7 If We identify fraud We will pass the details on to the relevant authorities.

7. Commission

- 7.1 Commission levels are specified in a separate document named Terms of Commission. Changes will be notified from time to time as appropriate and will be notified to You at least 30 days in advance of the effective date of such change.
- 7.2 Commission is payable as long as You retain direct control of the business and will become due and payable to You once premium has been received and has cleared in the nominated bank account.
- 7.3 In the event of any refund of all or part of a premium for risks not incurred the amount of commission proportionate to that refund will be repayable by You to Us.
- 7.4 If there is a dispute with another agent over entitlement to commission then You acknowledge that Our decision as to entitlement shall be final and binding.

8. Credit Control and Agency Review

- 8.1 You are Our appointed agent for the purposes of collecting premiums and applicable IPT from Policyholders and receiving and holding premium refunds for onward transmission to the Policyholder.
- 8.2 You will collect such premiums, and applicable IPT, promptly from the Policyholder and will promptly forward any refund of premium to the Policyholder. If the policy, confirmation of renewal, certificates or other document or receipt is passed to the Policyholder without the premium being collected in full, You will be responsible for payment of the full premium.
- 8.3 Any request for cancellation of cover must be accompanied by the appropriate documentation or You will be held responsible for the premium.
- 8.4 All payments received by You as Our agent shall be Our property and held by You in trust (including holding money as an agent in Scotland) for and on Our behalf. You will hold such money in a designated trust account. Co-mingling with client money as defined in the FCA "Client Assets Sourcebook" is permitted. We confirm that Our right to any monies held by You on Our behalf is subordinate to any claim or claims made by your clients to their monies which are held in the same account. Commission and any interest earned on monies held in such account shall belong to You and You shall be entitled to withdraw such commission and interest at any time subject to the Applicable Rules and Regulations. In addition to the above and for the avoidance of doubt the following shall apply:
 - 8.4.1 we hereby confirm Our grant of risk transfer to You;
 - 8.4.2 you shall hold all monies received by You as Our Agent (risk transfer monies) in a statutory or non-statutory trust account which complies with the Applicable Rules and Regulations;
 - 8.4.3 any form of investment of such monies referred to in clause 8.4.2 is only permitted to the extent provided for and in compliance with the CASS Rules. The use of overnight sweep accounts in relation to monies referred to in clause 8.4.2 will only be permitted where and to the extent that the sweep account is also subject to trust status and the relevant documentation has been provided to Us and You have obtained Our prior written permission to use such an account;
 - 8.4.4 in respect of clause 8.4.2, You must have a bank trust letter and, where applicable, the relevant trust deed in place and We shall be entitled to a copy or evidence of such letter or deed;
 - 8.4.5 where sub-agents and appointed representatives have been permitted by Us and are being used by You, risk transfer shall not be permitted to be cascaded down to the sub-agents and appointed representatives unless agreed by Us in writing prior to the issuing of risks. You shall procure the compliance by any sub-agents or appointed representatives with these and all regulatory requirements and shall indemnify Us in the event of any losses, damages or penalties arising out of any failure by You or any sub-agent or appointed representative to comply with this clause;
 - 8.4.6 we reserve the right at any time to request that You set up and operate a separate trust account for the exclusive benefit of Us and that all monies held in such account are held exclusively for Our benefit and that this account will comply with the applicable law and regulations; and
 - 8.4.7 we may further request that You put in place and maintain such other security safeguards as may be appropriate to protect the monies You hold on Our behalf.
- 8.5 We will prepare a monthly statement of account detailing all premiums and IPT due to Us for the accounting period and any amounts overdue and commissions due to You. The total amount due to Us must be remitted by the due date as specified on the statement and payment must be for the full amount of the premium including IPT and other monies due to Us less commission properly due to You. In relation to the statement and monies due the following shall apply:
 - 8.5.1 the monthly statement of account may be in written, electronic, online or such other format as We may agree with You from time to time;
 - 8.5.2 obligations to make payment under this Agreement shall be unaffected by any credit or other similar payment arrangements You may have with any Policyholder, delays in or relating to Your accounting process, finance arrangements or procedure, Your inability or failure (or the inability or failure of any sub-agent or appointed representative) to collect monies from a Policyholder, or any FCA rules relating to statutory trust accounts; and

- 8.5.3 payment must be made by Electronic Funds Transfer (BACS/CHAPS) unless an alternative method has been mutually agreed by You and Us. Adequate time should be given to ensure cleared funds are credited to Our bank account on or before the due date for payment.
- 8.6 You must adhere to Our terms of credit notified to You and restated from time to time.
- 8.7 Where there is a dispute in relation to any premium, You shall provide Us with details of such dispute to assist Us in resolving the dispute. Pending resolution of a dispute You shall continue to pay such net amount of premium as we may reasonably consider to be due until such time as the dispute is resolved.
- 8.8 Failure to adhere to the above and any related terms of payment in connection with this Agreement shall entitle Us to charge interest on any amounts due at the then prevailing Bank of England Base Rate plus 2% per annum until all amounts owing have been settled.
- 8.9 Should You repeatedly fail to settle accounts and make payment in line with this Agreement, then such repeated failure shall be deemed a material breach of this Agreement and may result in its termination.
- 8.10 Where there has been a breach of this clause 8 or any term of this Agreement, We shall have and reserve the right to recover any financial loss incurred by Us as a result of Your breach of these terms.
- 8.11 We will maintain regular credit searches and will be entitled to carry out searches against Your company. We will also be entitled to carry out searches against the directors of Your company where we have obtained prior consent. You understand and acknowledge that such searches may leave a footprint with the relevant search agencies we use. You further acknowledge and agree that We may share information relating to Your trade credit performance with other organisations, insurers, trade associations or other bodies in order to assess applications for credit, recovery of debts and agency management.
- 8.12 Details of credit searches can be seen by You if You request a credit report.

9. Claims Handling

- 9.1 All Claims or related incidents that are reported to You by a Policyholder, whether or not the Policyholder is or may be seeking indemnity under the Policy must be reported to Us in accordance with the Policy terms and conditions set out in the Policy Documentation.
- 9.2 Where a Liability Claim is reported to You by the Policyholder You (or Your sub-agent or appointed representative) must not without Our express written consent:
- 9.2.1 pass details of any Third Party to any individual or organisation other than Us;
- 9.2.2 attempt any form of contact with any such Third Parties with a view to introducing those Third Parties (either directly or indirectly) to (for example but not limited to) car hire or repair firms, accident management companies, solicitors or other legal representatives; and
- 9.2.3 attempt, in any way, to gain any form of remuneration, or otherwise profit, as a result of being provided by the Policyholder with information about Third Parties on Liability Claims either by using that information for Yourselves or by passing that information to Your sub-agents or appointed representatives, or any Third Party individual or organisation.
- 9.3 You shall indemnify Us against, and We shall be entitled to recover from You, any form of loss as a result of Your intervention in any Claim including but not limited to:
- 9.3.1 failing to comply with the provisions of this clause 9;
- 9.3.2 withholding any information relevant to the Claim;
- 9.3.3 delaying the production of any documentation or passing on of any information relevant to the Claim;
- 9.3.4 delaying any communication between Us and the Policyholder; and
- 9.3.5 agreeing, promising or paying any monies or service without Our specific prior agreement.
- 9.4 We reserve the right to contact the Policyholder in order to evaluate Our claims handling service to them.

10. Complaints

- 10.1 You shall have in place a procedure for handling customer complaints and ensure that such procedure is compliant with FCA regulations and guidelines in respect of complaints handling and complaint reporting.
- 10.2 You shall pass copies of any complaint made about Your service by a mutual Policyholder to Us within 5 working days for information purposes. You will retain copies of relevant documentation relating to the complaint and made available to Us for a minimum of 6 years. Where original documentation is not retained by You, documentation will be preserved electronically in such a way that it can be reproduced and authenticated for the purposes of legal or other proceedings.
- 10.3 In the event of a complaint which You receive relating to any activities or functions for which We are responsible as insurers You will not make any statement or give any response on Our behalf without Our prior written approval. You will cooperate with Us at no cost to Us in the investigation and settlement of the complaint and if deemed necessary by Us We will deal directly with the Policyholder or proposer in respect of the complaint.
- 10.4 We shall reserve right to recover costs incurred in handling and/or resolving a complaint, including but not limited to any FOS directions and fees, caused from any action or inaction on Your part or the part of any sub-agent or appointed representative.

11. Fees

- 11.1 You shall inform Policyholders about any charges or fees You make in addition to the premium they pay for their Policy, such as but not limited to administration fees for Policy set-up or mid-term amendments and You shall quote such charges or fees clearly and separately on any quotations or statements provided or issued to Policyholders.
- 11.2 In respect of Clause 11.1 above, You shall ensure that all additional charges or fees are clearly displayed and differentiated from the premiums payable on all written material provided to Policyholders.

12. Customer Relationship

- 12.1 We acknowledge that where the Policyholder has chosen to appoint You to advise on or arrange insurance on his behalf the Policyholder remains as Your client and We shall not solicit directly and knowingly such business away from You, except:
 - 12.1.1 to the extent that termination is effected in the circumstances detailed in clause 13.2.1 to 13.2.7; or
 - 12.1.2 to the extent that such client may have been a client of Us other than as a result of this Agreement; or
 - 12.1.3 to the extent that such client may be included on a general database of names legitimately acquired by Us for the purpose of general direct marketing campaigns.
- 12.2 We also undertake not to pass to any Third Party any information supplied by You or Your client for the purpose of knowingly soliciting the business away from You except where You have given written consent.

13. Termination

- 13.1 This Agreement may be terminated with notice:
 - 13.1.1 at any time by mutual consent of the Parties; and
 - 13.1.2 by either Party giving 30 days written notice to the other Party.
- 13.2 This Agreement may be terminated without notice:
 - 13.2.1 where there are reasonable grounds to suspect fraud or dishonesty by the other Party or in the event of bankruptcy, insolvency or liquidation of the other Party;
 - 13.2.2 if an event of insolvency occurs in relation of the other Party;

- 13.2.3 if the authorisation by FCA to undertake any General Insurance regulated activities of the other Party is terminated;
 - 13.2.4 where a material breach of this Agreement has not been remedied by one Party within 30 days of a written request for remedy by the other Party;
 - 13.2.5 where the other Party commits a material breach of this Agreement which is not remediable;
 - 13.2.6 if circumstances lead Us to believe the administration of the account by You is likely to prejudice the interests of Policyholders; and
 - 13.2.7 in the event that You are unable to carry on trading due to illness or incapacity or in the event of death.
- 13.3 Upon termination of this Agreement under 13.2.3 We will prepare a statement of account for monies due to Us and payment of this account must be made immediately and conversely if appropriate We will pay all monies due to You immediately. All subsequent accounts must be paid as rendered.
- 13.4 Following termination of this Agreement in circumstances described in 13.1.1 or 13.1.2 We will cooperate with You for 12 months to enable You to arrange insurance cover for Policyholders with other insurer(s).
- 13.5 If the termination of this Agreement is due to circumstances detailed in 13.2.3 We reserve the right to contact Policyholders directly and to make alternative arrangements for the future handling of their business and to protect the interests of the Policyholders generally.
- 13.6 Upon termination You shall, with immediate effect, no longer sell any of Our products and any sub-agent or appointed representative shall similarly have their permission to sell any of Our products revoked.
- 13.7 Upon termination You shall have no right or claim to any compensation from Us in connection with this Agreement.
- 13.8 We shall have no obligation to provide any reason for Our decision to terminate this Agreement

14. Audit and Access to Records

- 14.1 You will ensure that all computer software and customer records are maintained in a professional fashion and are available for inspection and audit by Us or Our authorised agents at any reasonable times and on reasonable notice to you. All material and information held by You on Our behalf should also be available for inspection for the purpose of monitoring and investigation of Your compliance with the terms of this Agreement or any other audit purpose We may require.
- 14.2 We, Our auditors or inspectors will have the right to take copies of any records reasonably required and You will make all reasonable efforts to supply additional information which We may request within a reasonable period of time.
- 14.3 During the term of this Agreement You will supply to Us a copy of Your latest full disclosure annual accounts even where the corresponding accounts that have been filed with Companies House are in abbreviated form, or Your latest full disclosure accounts if You are not incorporated as a company. These accounts should be supplied to Us within one month after they have been declared finalised. We may in certain instances also request that You provide Us with a copy of Your latest management accounts.
- 14.4 All records relating to business transacted with us should be kept for a minimum of 3 years including following cancellation. Our right to this information continues until all policies have been run off in event of cancellation.
- 14.5 Failure to comply with the terms of clauses 14.1 to 14.4 shall be deemed a material breach of this Agreement.

15. Compliance

- 15.1 You will maintain all necessary authorisations, permissions and consents to continue to perform Your obligations under this Agreement.
- 15.2 The Parties will work together to meet the requirements of the MIIC. You will, as may be directed by Us from time to time, supply Us with information within timescales that will enable Us to comply with MID & MIIC regulations.
- 15.3 The Parties acknowledge and agree that, for the purposes of Data Protection Legislation, each Party (to the extent it processes Protected Data) processes Protected Data as an independent Controller in its own right. Nothing in this Agreement is intended to construe either Party as the Processor of the other Party nor as joint Controllers with one another with respect to Protected Data.
- 15.4 Each Party shall:
 - 15.4.1 comply with its obligations under Data Protection Legislation;
 - 15.4.2 taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, with respect to its processing of the Protected Data, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, and the measures shall, at a minimum, comply with the requirements of Data Protection Legislation, including Article 32 of the GDPR;
 - 15.4.3 promptly (and without undue delay) notify the other Parties if: (a) it receives a complaint, notice or communication (including an enquiry, investigation or enforcement action from a Data Protection Regulator) which relates to a Party's actual or alleged non-compliance with Data Protection Legislation with respect to the Protected Data; or (b) it becomes aware of an actual or suspected personal data breach (as that term is defined in the GDPR) with respect to the Protected Data that will or is likely to have an adverse impact on any other Party or its business, and in each case it shall provide each other Party with such assistance and cooperation as is reasonably requested by the other Party in order to address and resolve the complaint, notice, communication or personal data breach;
 - 15.4.4 deal with and respond to Data Subject requests, enquiries or complaints (including any request by a Data Subject to exercise their rights under Data Protection Legislation) it receives and that relate to the Protected Data it processes;
 - 15.4.5 notify the other Party if it receives a Data Subject request, enquiry or complaint (including any request by a Data Subject to exercise their rights under Data Protection Legislation) that relates to the Protected Data processed by that other Party and shall inform the Data Subject to redirect their request, enquiry or complaint to that other Party; and
 - 15.4.6 without prejudice to clause 15.4.1, be responsible for obtaining all necessary consents from, and providing all necessary Privacy Information to, the Data Subjects of the Protected Data it provides to another Party, in each case to enable the other Party to lawfully process the Protected Data for the purposes contemplated by this Agreement in accordance with Data Protection Legislation.
- 15.5 The Parties shall at all times during and after the term of this Agreement, indemnify and keep each other so indemnified against all Losses incurred by or awarded against or agreed to be paid by the indemnified Party to the extent arising directly from any breach of the indemnifying Party's obligations under this clause 15, provided that the foregoing indemnity shall not apply to any fines or monetary penalties imposed by a Data Protection Regulator.
- 15.6 The provisions of clauses 15.3 to 15.5 (inclusive) shall remain in force and continue to apply at all times when a Party is Processing Protected Data, regardless of the termination of this Agreement."
- 15.7 You will maintain and keep in force Your professional indemnity policy and ensure its compliance with the minimum standards set by the Applicable Rules and Regulations. On Our request You agree to provide a copy of the policy and proof that it is in force.

- 15.8 You shall at all times have suitable disaster recovery processes and procedures in place to maintain business continuity and servicing.
- 15.9 You will comply with applicable laws and regulations relating to fraud, money laundering, and proceeds of crime. We share information with law enforcement and fraud prevention agencies and where We identify fraud, exchange information with such agencies.
- 15.10 You confirm that You have established, and will continue to update and maintain throughout the duration of this Agreement, a conflicts of interests policy in accordance with the Applicable Rules and Regulations which includes procedures and controls to identify and manage any potential, actual, perceived or alleged conflicts of interest which may arise in connection with, or relating to, the operation of this Agreement to ensure that the arrangements between You and Us are carried out in the best interests of Your customers and are not biased due to any conflicting interests of Yours. We may, at any time, ask You to provide us with your conflicts of interest policy and demonstrate to Us that You apply such controls.
- 15.11 Nothing in this Agreement shall override Your duty to act honestly, fairly and professionally in accordance with the best interests of Your customers. You will treat Your customers fairly at all times in accordance with Applicable Rules and Regulations.
- 15.12 You agree and undertake that You will:
- 15.12.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force, including the Modern Slavery Act 2015;
 - 15.12.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in the United Kingdom;
 - 15.12.3 have and maintain in place Your own policies and procedures to ensure Your compliance and enforce them where appropriate;
 - 15.12.4 take all reasonable steps to ensure that any Third Party complies with the provisions of this clause;
 - 15.12.5 promptly provide Us with any information We reasonably require in order for Us to comply with Our own obligations under the Modern Slavery Act 2015; and
 - 15.12.6 consider any breach of clause 15.12.1 and/or 15.12.2 to be a material breach of this Agreement and accordingly agree that as such We may terminate this Agreement at any time with immediate effect in accordance with the provisions of clause 13.2.

16. Bribery Act

- 16.1 You shall at all times comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements").
- 16.2 In relation to Clause 16.1 above, You shall not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom.
- 16.3 You shall have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate.
- 16.4 You shall promptly report to Us any request or demand for any undue financial or other advantage of any kind received by You in connection with the performance of this Agreement.

17. Competition Act

- 17.1 You shall at all times comply with all applicable laws, regulations and sanctions relating to anti-competitive practices including but not limited to the Competition Act 1998.
- 17.2 In relation to Clause 17.1 above, You shall not engage in any activity, practice or conduct which would constitute anti-competitive behaviour or concerted practices under section 2 of the Competition Act 1998.

18. Marketing

- 18.1 The Parties acknowledge and undertake that any marketing materials, advertising or customer communication issued by either Party in connection with this Agreement shall be subject to and at all times meet the applicable FCA guidelines in respect of such materials and communications.
- 18.2 You shall only be permitted to use Our name, logos, trade or service marks to the extent permitted by Us in writing.
- 18.3 Where you wish to produce marketing or any other related material or communication in respect of Our products and services, You shall seek and obtain our written permission in respect of the same, such permission not to be unreasonably withheld.
- 18.4 You shall at all times ensure that any materials or communications issued by You shall comply with all relevant regulations and legislation, such as but not limited to the Committee of Advertising Practice Code ("CAP Code") as regulated by the Advertising Standard Authority ("ASA").

19. Confidentiality

- 19.1 The parties will treat as confidential and will not at any time make use of or disclose to any person any information which it receives from the other with regards its policies, business dealings or affairs.
- 19.2 Nothing in this clause will prevent either Party from disclosing such information:
 - 19.2.1 to its professional advisors;
 - 19.2.2 as required by law, regulatory requirement or any legal or regulatory authority;
 - 19.2.3 where the information is already in the public domain or where the information is not subject to any confidentiality provisions; and
 - 19.2.4 where disclosure permission is granted by any other clause in this Agreement.
- 19.3 You acknowledge that the pricing of insurance products is Confidential Information and a valuable Intellectual Property Right of the brand. You undertake to Us that You will not copy, alter, modify, adapt or translate the whole or any part of the quotation process or decompile, disassemble or reverse engineer the same nor attempt to do any such things in order to replicate the pricing calculation.
- 19.4 In relation to the above You will treat and keep all Confidential Information as secret and confidential and will not, except with the disclosing Parties prior written consent, directly or indirectly communicate or disclose Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 19.5 The provisions of this clause will survive the termination or expiry of this Agreement for whatever reason.

20. Intellectual Property Rights

- 20.1 Neither Party will acquire any right, title or interest in or to the Intellectual Property Rights of the other.
- 20.2 You shall not acquire any rights or goodwill in respect of any of Our trade or service marks or other distinctive marks, logos or names.
- 20.3 You will not cause or permit anything which may damage or endanger Our Intellectual Property Rights and will not use Our name or logo without Our prior written consent.
- 20.4 This clause shall survive the expiry or termination of this Agreement and shall continue in full force and effect.

21. Dispute Resolution

- 21.1 The Parties will, in the event of any dispute or claim arising under this Agreement, use reasonable endeavours to resolve the claim or dispute by way of discussion between the Parties' respective senior representatives.
- 21.2 In the event of a failure to resolve the dispute or difference under clause 21.1, the Parties will attempt to settle it by negotiation. A Party may not serve an Alternative Dispute Resolution ("ADR") notice or commence court proceedings (other than for interim relief) until 21 days after it has made a written offer to the other Party to negotiate a settlement to the dispute.

21.3 If the Parties are unable to settle the dispute by negotiation within 21 days of such an offer the Parties will attempt to settle it by mediation in accordance with the Centre for Dispute Resolution (“CEDR”) Model Mediation Procedure. To initiate mediation a Party must give notice in writing, an “ADR notice” to the other Party to the dispute requesting mediation in accordance with this clause. Neither Party may commence any court proceedings (other than for interim relief) in relation to any dispute arising out of this Agreement until the mediation has terminated.

22. General

- 22.1 If Your business is a partnership the terms of this Agreement will apply to any new partner and at our sole discretion any change in Your partnership structure may be subject to a new Agreement. You will notify Us promptly of any change in the partnership composition and confirm that in writing that any new partner is aware of and accepts the terms of this Agreement.
- 22.2 If at any time any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be unenforceable or invalid that outcome will not affect or impair the validity of enforceability of any other part of this Agreement.
- 22.3 No term of this Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party to this Agreement.
- 22.4 The terms of this Agreement may be changed by Us provided We give no less than 30 days notice of such change. Such notification shall be deemed to be Our notice of termination of this Agreement pursuant to clause 13.1.2 in the event that You notify Us that You do not accept such a change.
- 22.5 Any notice given under this Agreement shall be in writing and served by delivering it personally or sending it by pre-paid recorded delivery or registered post or (if specifically agreed by the Parties) email to the address and for the attention of the relevant Party specified as signatory to this Agreement (or as otherwise notified by that Party hereunder). Any such notice shall be deemed to have been received:
- 22.5.1 if delivered personally, at the time of delivery;
 - 22.5.2 in the case of pre-paid recorded delivery or registered post 48 hours from the date of posting;
 - 22.5.3 in the case of e-mail at the time receipt can be confirmed; and
 - 22.5.4 provided that if deemed receipt occurs before 9am, on a Business Day the notice shall be deemed to have been received at 9am on that day, and if deemed receipt occurs after 5pm on a Business day, or on a day which is not a Business Day, the notice shall be deemed to have been received at 9am on the next Business Day.
- 22.6 Where You consist of two or more persons Your obligations will be joint and several.
- 22.7 With the exception of any representations made fraudulently, this Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, proposals, understandings and agreements, whether written or oral relation to the subject matter of this Agreement.
- 22.8 No provision of this Agreement shall be deemed waived and no breach excused unless the waiver or consent is in writing and signed by an authorised representative of the Party who has waived the provision. Any waiver shall relate only to the breach to which it expressly relates and shall not apply to any subsequent or other breach.

23. Law

- 23.1 This Agreement is governed by and shall be interpreted in accordance with the laws of England and the Parties agree that the English Courts shall have exclusive jurisdiction, except that LV shall retain the right to bring proceedings against the supplier in any other Court.

24. Signatures

THIS AGREEMENT has been entered into by the Parties on the dates below.



Signed by

Name(s) **MICHAEL CRANE**

Title(s) **BROKER MANAGING DIRECTOR**

(IN BLOCK LETTERS)

Signed for and on behalf of LV=

Date / / (DD/MM/YYYY)



Signed by

Name(s)

Title(s)

(IN BLOCK LETTERS)

Signed for and on behalf of

Date / / (DD/MM/YYYY)

Schedule 1:

eBusiness TOBA

Terms of business agreement for aggregator/electronic business/internet trading systems

1. SCOPE

- 1.1 This eBusiness TOBA will only be issued in addition to or in conjunction with a TOBA governing the overall relationship of the Parties. The terms and conditions of this eBusiness TOBA shall apply in addition to and in conjunction with the TOBA terms and conditions. In the case of conflict between any provision of this eBusiness TOBA and the TOBA, the terms of this eBusiness TOBA shall prevail to the extent they apply and regulate the carrying out of aggregator or other electronic business platform business by You in relation to Our products. In all other respects the terms of the TOBA shall prevail.
- 1.2 We hereby authorise You to include Our products on an internet trading system and/or aggregator site in accordance with the provisions of this eBusiness TOBA and the TOBA dated / / (DD/MM/YYYY) and subject always to Our approval and Our having signed this eBusiness TOBA.

2. Your Obligations

- 2.1 You will provide Us with not less than 30 days notice in writing:
 - 2.1.1 before You start to trade via any aggregator site and will provide Us with details of the provider of the aggregator site(s);
 - 2.1.2 whenever You make major alterations to the internet trading system; and
 - 2.1.3 before You trade via an internet trading system You will provide Us with full details of the nature of the internet trading system, the name of the supplier of the internet trading system, the address of any and all websites used or connected with the internet trading system or sale of products and any such information regarding the internet trading system as We may require.
- 2.2 When trading Our products through Your internet trading system and/or through aggregator sites You will use only products specifically provided by Us for internet sales.
- 2.3 In addition to the above obligations You accept and will be bound by the following:
 - 2.3.1 for the avoidance of any doubt clause 5.5 of the TOBA still applies to ebusiness;
 - 2.3.2 given clause 2.3.1 You should put in place a system or manual controls to identify such cases. For example following a rating update testing could be done by monitoring the changes in Our prices for a small sample of quotes;
 - 2.3.3 you must not discount Our rates on aggregators or other electronic business platform by more than Your commission rate;
 - 2.3.4 you must remove Our rates from aggregators or other electronic business platforms immediately should We request You to do so; and
 - 2.3.5 you must have systems and procedures in place to monitor the quantity and type of business written each day, including weekends and public holidays. Large unexpected changes in volumes of Our business should be reported to Us immediately.
- 2.4 You shall indemnify Us both before and after termination of this Agreement against any loss, costs, damages or expenses (including legal fees) incurred or suffered by Us arising as a result of any failure by You to comply with Your obligations under Clauses 2.2 and/or 2.3 of this Agreement.
- 2.5 We may, having given reasonable notice, undertake an audit of Your website, internet trading system and/or, where applicable, aggregator site or other electronic business portal and You shall provide such assistance as We reasonably require at Your own expense. Where We require the audit of any aggregator site or other electronic business portal You will assist in securing the assistance of the aggregator site or other electronic business portal provider in such audit.

3. Our Rights

- 3.1 We reserve the right to:
 - 3.1.1 provide different premium rates and/or different products for business transacted via different routes to market;
 - 3.1.2 require You to remove reference to LV= or Liverpool Victoria, its name, trademark or logo or any associated trading name, style, trademark or logo from Your Website or an aggregator site by serving written notice on You, such notice to take immediate effect;
 - 3.1.3 revoke any licence granted to You to use Our name, trademarks and logos; or
 - 3.1.4 require You to change the internet trading system.

4. Procedures

- 4.1 You must operate within the procedures stipulated by Us from time to time.
- 4.2 We reserve the right to suspend or withdraw Your authority for the use of the System, internet trading system and aggregator site. Such suspension or cancellation will be immediate upon delivery of notice in writing to this effect by Us to You.
- 4.3 We may modify or change the applications which We and/or You use in connection with electronic business, internet trading systems and aggregator sites and such change or modification shall be effective on the expiry of 30 days from receipt of written notice to this effect by Us to You.
- 4.4 You will adopt and maintain procedures to update the System with the latest releases of software received from the relevant software house by the effective date of such release. Failure to do so will invalidate any guarantees applying to the insurance risk.
- 4.5 The System holding the data relating to business underwritten by Us must be operated and maintained in good condition and in accordance with any instructions issued by the supplier.

5. Security

- 5.1 Access to data relating to the business underwritten by Us must be restricted to persons who are in Your employment and who need to have access, or other persons specifically authorised by Us. The messages must be properly stored and all reasonable steps taken to ensure they are not altered lost or destroyed.
- 5.2 Any Confidential Information contained in messages must not be available to or disclosed to any unauthorised persons or be used by You other than for the purposes of the business transaction.

6. Authenticity of Electronic Messages

- 6.1 Each message must identify the sender and recipient(s) and must include a means of verifying the authenticity of the message itself either through a technique used in the message itself or by some other means as provided for in the procedures laid down by Us.
- 6.2 By agreement the Parties may also use higher levels of authentication to verify any message.
- 6.3 Any breach of security related to any message or the procedures detailed in this Agreement must be notified to Us as soon as You are aware of the breach and all reasonable steps should be taken to rectify the problem.

7. Integrity of Electronic Messages

- 7.1 Each Party will ensure that any message sent to the other is complete, accurate and secure against being altered in the course of transmission; and subject to clauses 7.2 and 7.3 below the sender shall be liable to the other Party for the direct consequence of any failure to perform its obligations under this clause.
- 7.2 The integrity of any message is accepted by both Parties who agree to accord each message the same status as would apply to any document or to information sent by other than electronic means, unless such message can be shown to have been corrupted due to technical failure of any computer, computer system or transmission line.

7.3 Where there is evidence that a message has been corrupted or if any message is identified as incorrect it will be retransmitted by the sender as soon as possible with a clear indication that it is a corrected message.

8. Confirmation of Receipt of Messages

8.1 In circumstances where receipt of messages is not automatically confirmed We may ask for confirmation to be sent in which case the confirmation should be sent without delay.

8.2 Messages received by either Party shall be dealt with or processed in accordance with any response times specified by Us or the Software House or as We may separately agree. In the absence of such specification or agreement both Parties will deal with each message without delay.

8.3 Confirmation of receipt of any message does not confer on any person any rights or legal obligation or constitute acceptance of any offer contained or implied in such message.

9. Data Storage

9.1 Transaction logs will be maintained by both Parties to verify messages received and sent without any modification.

9.2 The transaction log may be held on a computer or other suitable means providing the data is readily retrievable in a suitable format on request.

10. Documentation

10.1 You will retain all documents related to policies transmitted by electronic means as long as the policy is current and for a further period of three years during which time the documentation must be readily available for query and audit purposes.

11. Signatures

THIS AGREEMENT has been entered into by the Parties on the dates below.

Signed by

Name(s) _____

Title(s) _____

(IN BLOCK LETTERS)

Signed for and on behalf of LV=

Date / / (DD/MM/YYYY)

Signed by

Name(s) _____

Title(s) _____

(IN BLOCK LETTERS)

Signed for and on behalf of _____

Date / / (DD/MM/YYYY)