



**AGREEMENT FOR
THE APPOINTMENT
OF AN
‘INTRODUCER APPOINTED REPRESENTATIVE’ (IARs)
FOR GENERAL INSURANCE PRODUCTS**

Between

- (1) Parksure a trading style of Cass-Stephens Insurances Ltd (Company Number 901325) whose registered office is at Windsor House, Barnett Way, Gloucester GL4 3RT (“The Company”)

And

- (2) Company Name
Company Number whose Registered address is at (“The IAR”)
Type of Company E.g. Sole Trader / Ltd Co./ Partnership / Limited Liability Partnership LLP (If LLP please give names of all Partners). Etc.
.....

Date of the Agreement: (“The Commencement Date”)

CONTENTS

| Clause | Page |
|---|-------------|
| Interpretation and Definitions | 3 |
| IAR Duties / Obligations | 4 |
| Company's Duties | 7 |
| Indemnity | 7 |
| Fees and Commissions | 8 |
| Termination | 8 |
| Effect of Termination | 9 |
| Access to Records and Premises | 9 |
| Relationship | 9 |
| Contract (Rights of Third Parties) Act 1999 | 9 |
| Severability | 10 |
| Prohibition of Assignment | 10 |
| Company Property | 10 |
| Data Protection | 10 |
| Waiver | 10 |
| Governing Law | 10 |
| Notices | 10 |
| Confidentiality | 11 |
| Entire Agreement | 11 |

WHEREAS

- 1) The Introducer introduces Customers to the Company relating to the sale of general insurance products.
- 2) The parties wish to regulate such introductions together with the payment of fees/ commission by the Company to the Introducer for the Product(s) sold to Customers introduced by the Introducer.

INTERPRETATION AND DEFINITIONS

- “Customer”:
shall have the meaning set out in the FCA rules (as amended from time to time), and whether these are existing or potential Customers.
- “FCA”:
means the Financial Conduct Authority.
- “IMD”:
means the Insurance Mediation Directive dated 9 December 2002 (No. 2002/92/EC).
- “DMD”
means the Distance Marketing Directive dated 23 September 2002 (No. 2002/65/EC)
- “Policy”:
means any Product or contract of insurance.
- “Product”:
means the product(s) and/or classes of insurance introduced.
- “Premiums”:
means the total amount payable by a Customer to an insurance company for a Policy as set out in an insurer quotation and before any deductions and inclusive of Insurance Premium Tax (and ignoring any and all Company fees or charges).
- “Introducer
Appointed
Representative”:
shall have the same meaning given to that term as defined in the FCA handbook.
- “Promotional
Documentation”:
means advertisements, forms, documents, stationery, business cards, literature, printed materials, or other materials (whether printed or otherwise)
- “The Territory”:
shall mean England, Wales, Scotland and Northern Ireland.

INTRODUCERS APPOINTED REPRESENTATIVE DUTIES / OBLIGATIONS

IT IS HEREBY AGREED as follows:-

Introducer's duties

- 1 The Introducer shall introduce to Customers the following general insurance Products:-
 - *Residential Park (Mobile) Home Insurance*
 - *Holiday Static Caravan Insurance*
 - *Holiday Lodge Insurance*
- 2 The Introducer shall be responsible for requesting supplies of the Company's advertising, marketing and Product documentation and shall ensure that it has a reasonable amount of such documentation in stock at all times.
- 3 The Introducer shall not use any advertising, marketing or Product documentation to introduce Customers to Parksure Products other than those supplied by the Company.
- 4 The Introducer acknowledges that the activities it performs in introducing Customers to the Company's Products shall be limited strictly to:-
 - (a) displaying leaflets and/or other promotional literature provided by the Company;
 - (b) providing to the Company, simple contact details for the customer
 - (c) providing to the customer simple contact details for the Company
 - (d) providing to the customer Non Real-Time Financial promotions provided by the Company and confirmed as suitable for the purpose
- 5 For the avoidance of doubt the Introducer shall **not**:-
 - (a) in relation to marketing and effecting introductions:-
 - (i) arrange interviews between Customers and the Company;
 - (ii) carry out any tele-marketing, mail-shots or other mass marketing for the purposes of promoting the Company's Products UNLESS such mass marketing is for the purpose of the Introducer's primary business and the Company's Product(s) is promoted as an ancillary feature of such activity, and;
 - (iv) recommend any specific product or insurer to the Customer;

(...shall **not**:-)

 - (b) in relation to pre-purchase discussions with Customers:-
 - (i) discuss with Customers the level of insurance cover needed;

- (ii) explain to customers Product(s) and/or Policy details and cover, and/or discuss the comparison of terms and cover between Product(s) and/or Policies;
- (iv) advise a Customer to take out, or not take out, a Policy or any other FCA-regulated contract(s) or take any action which might reasonably lead a Customer to believe it has received advice or that the Introducer is permitted to give such advice;
- (v) deal, arrange or discuss with Customers their renewal, or in any aspect thereto, and;

(...shall **not:-**)

(c) in relation to assisting Customers with completing/sending in forms:-

- (i) help a Customer complete an application/proposal form or claim form;
- (ii) complete an application/proposal form or claim form (wholly or partly) on the Customer's behalf;
- (iii) forward application/proposal forms and/or claim forms to the Company (or to an insurance company directly), and;

(...shall **not:-**)

(d) in relation to negotiating and concluding insurance sales:-

- (i) negotiate terms of Products on behalf of Customers;
- (ii) agree to buy a Product on the Customer's behalf;
- (iii) conclude sales on behalf of the Company or on behalf of the insurance company;
- (iv) under any circumstances, accept payment of premium from the customer, and;

(...shall **not:-**)

(e) in relation to other post-sale activities, including claims:-

- (i) deal, arrange or discuss with Customers any mid-term adjustments and whether or not such policy changes involve an additional or return premium;
- (ii) notify the Company (or an insurance company directly) of a claim the Customer wishes to make.

- 6 The Introducer acknowledges that it is not directly regulated by the FCA, and undertakes not to hold itself out as being directly regulated by the FCA.
- 7 The Introducer undertakes not to become directly regulated with the FCA without prior written notice to the Company, such notice to be received by the Company within 7 days of any such application being made or on it becoming aware that it should be regulated with the FCA.
- 8 The Introducer acknowledges that it is a requirement under the IMD and DMD to disclose the information in Schedule B to Customers and the Introducer shall ensure Customers receive the Schedule B information.
- 9 The Introducer shall not place any advertisement, announcements or publication (in any medium or form) in connection with this Agreement without the express written permission of the Company (such permission to be in the sole discretion of the Company).
- 10 The Introducer shall not produce or amend any Policy or Product documentation or information without the express written permission of the Company (such permission to be in the sole discretion of the Company).
- 11 The Introducer undertakes to ensure that it, its employees, agents or representatives act in accordance with the obligations set out in clauses 1 to 10 above and shall inform the Company immediately on becoming aware of any breach of any of clause under this Agreement.
- 12 The Introducer shall ensure that it, its employees, agents and representatives, have the training knowledge, skill, resources and integrity to perform the duties under this Agreement.

COMPANY'S DUTIES

- 13 The Company will be responsible for all aspects of pre and post Policy fulfilment including:-
- (a) obtaining (where possible) quotations;
 - (b) placement (where possible) of cover on receipt of firm orders from Customers introduced by the Introducer;
 - (c) servicing of the Policies so placed including (without prejudice to the aforementioned) production and distribution of all Policy and/or Product documentation including, but not necessarily limited to, Policy schedules, certificates and Policy contract wordings);
 - (d) claims handling and administration;
 - (e) inviting Policy renewals and concluding Policy renewals;
 - (f) executing all and any mid-term adjustments and the return (or collection) to/from Customers any premiums relating thereto, and;
 - (g) all other things not otherwise performed by the Introducer pursuant to clause 4 but required to provide Customers with a Product quotation or to conclude the sale of a Policy and its subsequent servicing.
- 14 Subject to clause 2, the Company shall keep the Introducer supplied with sufficient stocks of advertising, marketing and Product documentation that the Company in its sole discretion deems is required.
- 15 The Company shall use its reasonable endeavours to produce the information in Schedule B in a format convenient to the Introducer in the discharge of its obligations under clause 8.
- 16 The Company shall provide the Introducer with a statement (in such format as the Company may decide) showing fees/commission due in accordance with clause 18 such statement to be provided to the Introducer at the same time as any payment is made under clause 21.

INDEMNITY

- 17 Each party ("First Party") hereby agrees to keep the other party ("Second Party") fully and effectively indemnified against all costs, claims, actions or demands incurred or made against the Second Party by any third party due to any act or omission of or breach of the terms hereof by the First Party **save that** the First Party shall not be liable to the Second Party under this indemnity to the extent that any such costs, claims, actions or demands arise from the negligence or wilful default of the Second Party or

the failure by the Second Party to comply with its obligations under this Agreement. This clause 17 does not extend to any fines imposed upon the Company by the FCA.

FEES AND COMMISSIONS

- 18 The Company agrees to pay the Introducer fees/commission on Policies sold to Customers and introduced by the Introducer at the fees/commission rates set out in and in accordance with Schedule A of this Agreement.
- 19 The commission payable by the Company to the Introducer in accordance with Schedule A shall be paid 25 days following the last day of the month in which the Company received payment of the Premium from the Customer and paid the insurer the net premium under the Company's standard insurance accounting practice.
- 20 The Company shall be entitled to alter or replace the rates in Schedule A from time to time by giving 30 days notice in writing to the Introducer.

TERMINATION

- 21 Subject always to the provisions in clause 22 and 23 below this Agreement shall be in effect for an initial period of one year from the Effective Date. If neither party has given notice to the other of its desire to terminate this Agreement upon expiry of one year then the Agreement shall automatically renew for another one year unless terminated in accordance with clause 22 or 23 below.
- 22 Subject always to clause 23 below this Agreement may be terminated at any time by either party, giving 30 days notice to the other in writing as set out in clause 37 and 38 but without prejudice to the completion of the transactions already initiated.
- 23 This Agreement shall terminate immediately in the event of any of the following:-
 - (a) the Introducer has become insolvent or an order has been made or a resolution passed for its liquidation, administration, winding-up, bankruptcy or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or;
 - (b) where the Introducer is a partnership any of the partners becomes insolvent or a resolution is passed for his bankruptcy, or;
 - (c) an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer is appointed over all or any substantial part of the assets of the Introducer, or;
 - (d) the Introducer or where the Introducer is a partnership any of the partners enters into or proposes any composition or arrangement with its or his creditors generally, or;
 - (e) anything analogous to the matters set out in (a) to (d) occurs in any jurisdiction, or;
 - (f) the Introducer is a registered company and its effective control changes (except with the prior written consent of the Company), or;
 - (g) the Introducer or any partner or director or principal of the Introducer is convicted of any criminal offence (other than a driving offence) or the Company has reason to suspect that any such person has committed any act of fraud or dishonesty or that its conduct of the business transacted hereunder is such as to prejudice the interests of any Customer or the Company, or;

- (h) any of the answers given by the Introducer in its Introducer Application Form are subsequently found to be untrue or misleading or incomplete in any material respect, or;
- (i) by either party if the other party commits a material breach of this Agreement unless the breach is capable of remedy and has not been remedied within ten (10) working days of written notice to the defaulting party specifying the material breach and requiring it to remedy the same.

EFFECT OF TERMINATION

- 24 The parties agree that in the event of termination the Company shall be entitled to invite renewals to Customers introduced and the Introducer shall not be entitled to commission on all or any such Policies renewing.
- 25 All documents advertising material and correspondence provided by the Company and kept by the Introducer shall be returned immediately to the Company.

ACCESS TO RECORDS AND PREMISES

- 26 The Company or its duly authorised agent shall be entitled at any time to undertake an audit of the Introducer in connection with its obligations under this Agreement. The Introducer shall promptly allow the representatives of the Company access to any of its offices at any time for this purpose. The Introducer shall co-operate fully with such audit and supply such information, data and records of whatsoever nature as may be requested by the Company which shall be entitled to make copies take extracts of the same.
- 27 The Introducer shall grant to each of HM Customs and Excise, FCA and other relevant taxation or regulatory body the same rights as those granted to the Company under clause 26.

RELATIONSHIP

- 28 The relationship between the Company and Introducer is one of 'principal' and 'introducer appointed representative' within the meaning of the FCA Handbook (Supervision Sourcebook) and as such the Introducer is exempt from registration with the FCA.
- 29 Nothing in this Agreement shall be deemed to constitute a partnership, association, joint venture or other co-operative enterprise between the parties nor to constitute either party the agent of the other for any purpose unless specifically defined in another section.

RIGHT OF THIRD PARTIES

- 30 A person who is not a party to this agreement (other than a Group Company) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

SEVERABILITY

- 31 The provisions contained in each clause and subclause of this Agreement shall be enforceable independently of each of the others and its validity shall not be affected if any of the others is invalid. If any of these provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.

PROHIBITION OF ASSIGNMENT

- 32 The Introducer shall not assign, transfer or delegate any its rights or obligations under this Agreement, or the benefit thereof, without the prior written consent of the Company.

COMPANY PROPERTY

- 33 All documents, literature equipment and materials supplied to the Introducer remain the property of the Company.

DATA PROTECTION

- 34 Each party agrees to comply with any respective obligation under the Data Protection Act 1998 (and/or to any subsequent amendment or re-enactment) as may arise under this Agreement. (For the avoidance of doubt the Introducer should not incur obligations under this clause in carrying out its duties under clause 4.)

WAIVER

- 35 The failure of either party to insist upon strict performance of any provision of this Agreement, or the failure of either party to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by this Agreement.

GOVERNING LAW

- 36 This agreement shall be governed by and construed in accordance with the laws of England. The parties irrevocably agree that the courts of England shall have exclusive jurisdiction.

NOTICES

- 37 A notice under this Agreement shall only be effective if it is in writing. Any notice or other document to be served under this Agreement may delivered or sent by first class post or email/facsimile process to the party to be served at its address appearing in this Agreement or at such other address at it may have notified to the other parties in accordance with this clause.

- 38 Any notice or document shall be deemed to have been served:
- If delivered, at the time of delivery; or
 - If posted, at 10.00 am on the second business day after it was put into the post; or

- If sent by email/facsimile process, at the expiration of two hours after the time of despatch, if despatched before 3.00 pm on any business day, and in any other case at 10.00 am on the business day following the date of despatch.

In proving service of a notice or document it shall be sufficient to prove that delivery was made or that the envelope containing the notice or document was properly addressed and posted or that the email/facsimile message was properly addressed and despatched (as evidenced by a transmission report produced by the facsimile machine from which the transmission is sent) as the case may be.

CONFIDENTIALITY

- 40 The Introducer shall keep the terms of this agreement strictly confidential and agrees not to disclose, communicate or otherwise make public its terms to anyone (except to the Introducer's professional advisers and the relevant tax authorities and otherwise as may be required to be disclosed by law or the requirements of any regulatory authority).

ENTIRE AGREEMENT

41. This agreement sets out the entire agreement between the parties and supersedes all prior discussions between them or their advisors and all statements, representations, terms and conditions, warranties, guarantees, proposals, communications, and understandings whenever given and whether orally or in writing.

(continue next page)

FOR AND ON BEHALF OF THE COMPANY:-

Signature

Name: MR MATTHEW CASS

Position: DIRECTOR

Date:

FOR AND ON BEHALF OF THE INTRODUCER:-

Signature

Name (block capitals):

Position:

Date:

SCHEDULE A

| <u>Product</u> | <u>New Business Fee/Commission Rate</u> | <u>Renewal Fee/Commission Rate</u> |
|-----------------|---|--|
| Insurance Cover | 10% | 10% |

Notes:

- 1) Commission rates are based upon Premium, excluding Insurance Premium Tax and fees.
- 2) Commissions due to the Introducer calculated according to the above rates shall include that proportion of commission due to/from the Introducer in respect of any returned or addition premiums charged to Customers in respect of any cancellations or amendments to Policies made in the same period.

(End of Schedule A)

SCHEDULE B

INFORMATION TO DISCLOSE TO CUSTOMERS IN COMPLIANCE WITH THE IMD & DMD

1) Face-to-face introductions

The Introducer shall disclose to the Customer the following information using the Company supplied documentation:-

- the Company's name and address;
- the FCA register in which the Company has been included and the means of verifying the registration;
- whether the Company has a direct or indirect holding of more than 10% of the voting rights in an insurer, and/or vice-versa;
- the Company's complaints procedure.

(This information will be provided in hard-copy to the introducer by the Company)

2) Telephone and other non-face-to-face introductions

Where the Introducer introduces Customers to the Company's Products by non-face-to-face means, the Introducer shall, on initial contact, inform the Customer of the Introducer's identity, and the commercial purpose of the call.

The Information in this Schedule B paragraph 1 above shall be sent to the Customer immediately following such introductions.

(End of Schedule B)