

**APPLEWELL LTD. TERMS OF BUSINESS FOR BROKERS IN RESPECT OF OPEN MARKET CONTINGENCY BUSINESS INTRODUCED TO APPLEWELL LTD.
(NON RISK TRANSFER)**

1. Definitions:

- a) **Us: Appowell Ltd.** (company number 2429467) which trades as Appowell Insurance Brokers and Event Assured and is authorised and regulated by the Financial Services Authority (FSA). You can check this on the FSA's Register by visiting the FSA web's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234. We trade from 8 Freeport Office Village, Century Drive, Braintree, Essex, CM77 8YG and our registered office is 3 Warners Mill, Silks Way, Braintree, Essex CM7 3GB
- b) **You:** the broker or intermediary shown in the attached schedule.
- c) and We, Our, and Your shall be interpreted accordingly.

2. General Obligations:

- a) This agreement is personal to You and Us, and may not be assignable by either party without agreement.
 - b) This agreement governs the relationship between You and Us whereby You offer insurances to Us on behalf of Your clients and We place such insurances with Lloyd's underwriters ("the Insurers") using the services of a Lloyd's placing broker. In this context You are acting on behalf of Your client and we are acting as intermediary to the insurers.
 - c) You must act in the best interests of Your client at all times
 - d) all instructions You give are as agent for your client
 - e) Nothing in this agreement shall oblige Us to accept nor You to place insurance via Us
 - f) You will not confirm to Your client the existence of any insurance placed by Us without first having received written confirmation that we have placed cover
 - g) You will pass on to Your client all documentation produced by Us without amendment
 - h) You will not issue any cover note or confirm cover (except as aforementioned)
 - i) You will not hold yourself out to be the insurer's original broker /intermediary
 - j) You shall not hold yourself out as being Our agent.
3. **Material Facts:** It is the duty of You and Your client to disclose all circumstances material to the insurance. Failure to do so may invalidate the insurance or enable the insurer to decline a claim. The obligation to disclose material facts exists both at the time when the insurance contract commences and throughout the duration of the contract.
4. **Renewals:** For annual insurances it will be Your responsibility to liaise with Us in sufficient time for us to obtain terms for renewal so that these can be presented to Your commercial customer in good time.
5. **Communication:** We will communicate with you by post, telephone, fax or e mail as appropriate. You and we each accept that electronic communication is acceptable and that such communications constitute written confirmation.
6. **Language:** whilst we have some ability in foreign languages, if you are in another EEA state will ask you to request communication in English.
7. **Responsibility for Premiums:** We will hold money you pay us in a Statutory Trust Account or a Non Statutory Trust Account in accordance with FSA Client Assets Sourcebook (CASS) rules, in which case some moneys which you pay to us may be held in the account as client money whilst other money may be held as agent of an insurer as permitted by the FSA. Money may include sums relating to premiums and claims.
8. We have obtained confirmation from the Lloyd's placing broker via a terms of business agreement that they are holding money paid by Us to them on behalf of You either in a client money account or as agent of the insurer with whom they place the insurance. We will confirm to you when moneys paid to Us for onward transmission to the Insurers are paid by Us to them.
9. You must keep money paid to You by a customer in either a Statutory or Non Statutory Trust Client Money Account as permitted under the FSA Client Money rules (set out in CASS 5).
10. You are entitled to any interest or investment income earned on the monies referred to above. We may earn interest on money held by Us in client money accounts or insurer accounts and such interest is retained by us.

- 11. **Payment of premiums:** we will send an invoice (or Debit Note) for each insurance arranged or for amendments or adjustments to each insurance and unless stated otherwise such sum will be due for immediate payment. All payments by cheque should be made payable to Appowell Ltd. and must be posted to our offices at 8 Freeport Office Village, Century Drive, Braintree, Essex, CM77 8YG, together with a copy of our invoice.
- 12. We have to set terms of credit which will enable us to meet the insurers payment requirements and so cannot grant extended credit. In some circumstances we may request payment of the premium before being able to place cover with an insurer. Premiums must be paid within the terms of credit stated for each quotation when cover is confirmed.
- 13. If Your client is paying you via an instalment credit facility, we cannot extend the period of credit to take into account the settlement date of the finance provider, nor any delay in completion of documentation by You or Your client.
- 14. In the event of your being unable to collect a due premium which we are required to pay to the Insurers then You must reimburse us accordingly.
- 15. If there is a credit balance on your account with us then we may offset sums due against such credit and then either pay a net refund or render an account for the net balance due. We will refund any sums due to you by issuing a Credit Note and refunding the sum to you without undue delay. If there is a debit balance on your account with us then we may set credits off against any sum due to us.
- 16. **Confirming cover:** We will ask you to give us written confirmation if you accept a quotation and ask us to place cover or if you wish to renew or make a change to an existing insurance. If you do so then you are entering into a contract on behalf of Your client and You and Your client shall then be jointly and severally liable to pay the premiums due in full.
- 17. **Cancellation of insurances:** the total premium under any insurance under this facility is due in full at inception and there is no option to cancel or obtain a refund.
- 18. **Documentation:** we will provide a detailed quotation of any proposed insurance before conclusion of the contract and will confirm the cover arranged in writing as soon as possible after the conclusion of the insurance contract. You should advise us immediately if these do not meet your client's requirements.
- 19. **Demands and Needs & Product Information:** You are responsible for establishing whether the insurance we provide meets your client's demands and needs and for providing sufficient information on which they can make an informed decision.
- 20. **Security of Insurers:** We do not guarantee the security of the Insurer or any (re)insurer and shall not be liable for any losses which you may incur as a result of any solvency difficulties of the Insurer or of any (re)insurer.
- 21. **Commission and Fees:** We are unable to pay commission under this facility. You are responsible for disclosing any fees to your commercial client. If You charge Your client a fee then this must be in compliance with FSA rules.
- 22. Commissions are usually deemed to be earned by Us for the policy period at the time of placing and we are entitled to retain all fees and commission in respect of the full policy period in respect of insurances placed by Us. We will be entitled to draw down our commission immediately on receipt of funds subject to any terms and conditions which the Insurers may impose on us.
- 23. **Claims.** You must notify us immediately you become aware of any circumstance which may give rise to a claim at the following address: Appowell Ltd., 8 Freeport Office Village, Century Drive, Braintree, Essex, CM77 8YG; by telephone: 01376 330624; fax 01376 330004; or by e mail mail@event-assured.com.
- 24. Failure to notify us may prevent us from giving required notice to an insurer and may lead to the insurer refusing to deal with the claim if this is permitted under the terms of the insurance. You must provide us with every co-operation and all information required in order to facilitate the claim on behalf of your client. You must advise them not to withhold any material information or make any false or inaccurate statement in connection with any claim otherwise the insurer may be entitled to avoid the claim and any other claims under the insurance.

25. **Compliance:** at all times whilst providing insurance mediation services You must be authorised and regulated by the FSA and will comply with all rules and regulations. You must give us immediate notification of any actual or threatened withdrawal of Your authorisation by the FSA.
26. **Termination:** This Agreement may be terminated by You or Us
- a) at any time by mutual agreement; or
 - b) on the expiry of 60 days written notice delivered by registered or recorded delivery post; or
 - c) without notice if there are reasonable grounds to suspect fraud, or in the event of the bankruptcy, insolvency or liquidation of You or Us or on the approval by creditors of You or Us of a voluntary arrangement or on the making of an Administration order in relation to You or Us or
 - d) without notice if the authorisation by FSA of You or Us to undertake any general insurance regulated activities is terminated following any proposed or actual disciplinary proceedings for any failure to comply with the FSA Rules, or for any failure to comply with the FSA Rules in respect of any regulated activities undertaken by You in pursuance of the duties delegated to You under this Agreement; or,
 - e) if You or We fail to remedy any other breach of this Agreement, or any unsatisfactory conduct, within a reasonable period of You or Us notifying the other party in writing.

In the event of termination nothing in this agreement shall affect the right of action of Us or the Insurer as detailed in this agreement or its rights to recover premium from You, Your clients or any of them, or to apply any return premiums received from insurers against any moneys which may be owed by You or Your client.

27. **Direct Dealings with Customers:** To enable Us to fulfil any regulatory or contractual duties to customers, We reserve the right to deal direct with customers whose insurances are arranged by You with Us in any of the following circumstances:-
- a) if there are reasonable grounds to suspect fraud on Your part
 - b) civil/criminal charges material to the operation of this Agreement
 - c) if You are unable to meet the FSA's financial requirements, or Your bankruptcy, insolvency or liquidation, or on the approval by Your creditors of a voluntary arrangement or on the making of an Administration order in relation to You
 - d) if You fail, without reasonable cause, to remedy unsatisfactory conduct as requested by the Us in writing
 - e) if the You cease to be authorised by the FSA to undertake any relevant general insurance regulated activities, or in the event of any failure by You to comply with the FSA Rules
 - f) if You are physically unable to undertake any of the duties delegated by Us to You under this Agreement or under any additional authority or Binder

Where possible, notice will be given to You by Us of the proposed action and the reasons for it.

28. **Non Solicitation:** other than as set out in paragraph 26 above, or on termination by Us in the circumstances set out in paragraph 25 above, We will not, during the currency of this Agreement, deliberately or knowingly, use information obtained from You on business transacted under this Agreement to solicit, either direct, or indirectly by arrangement with another party, the insurance business of Your clients without Your agreement.

29. **Changes in Circumstances :** You will notify Us immediately:-
- a) of all material changes in Your Directors, Partners, or control of You and of all changes in Your name or trading name or address
 - b) if Your Proprietor or any Partner, Director, or any other approved person, is convicted of a criminal offence (other than a motoring offence), or becomes subject to a Court Judgement for debt
 - c) if Your authorisation by FSA to undertake one or more general insurance regulated activities ceases or is terminated and the reason(s) for such cessation/termination
 - d) if Your legal ability or any Authorisation necessary in order legally to transact business hereunder ceases or is suspended or made subject to conditions that may prevent any of Your activities under this Agreement being carried out legally
 - e) of formal termination (excluding termination for pure economic reasons) of any Terms of Business Agreement held by You to place insurance with or via any other insurer/intermediary.

30. **Registered Trade Marks:** the "Event Assured" name and corporate logos are Our trademarks. Unless specifically authorised in writing, You may not use the corporate logos on any documents or materials produced independently by You or on Your behalf.

31. **Indemnity:** You shall indemnify Us and/or the Insurer from and against any loss, cost, liability, claim or damage which We, and/or the Insurer, might suffer or incur as a result of a default by You of any of Your obligations expressed or implied arising under or in connection with this Agreement and for any acts carried out by You outside the scope of the authorities given under this Agreement.

32. **Variation:** any variation to this Agreement must be contained in writing and signed by You and Us. Should agreement not be reached, We reserve the right to give a minimum of three months written notice to You of any variations.

33. **Jurisdiction:** this agreement shall be governed by and interpreted in all respects in accordance with the laws of England and Wales and both parties agree to submit to the jurisdiction of the English courts unless specifically agreed in writing by both parties to accept an alternative jurisdiction.

34. **Force Majeure :** In this Agreement, "Force Majeure" shall be in any cause preventing either party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented. If either party is prevented or delayed in the performance of any its obligations under this Agreement by Force Majeure, that party shall forthwith serve notice in writing on the other party specifying the nature and extent of the circumstances giving rise to Force Majeure, and shall, subject to the service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the Force Majeure events, for the continuance of such events, and for such time after they cease as is necessary for that party, using all reasonable endeavours to recommence its affected operations in order for it to perform its obligations. If either party is prevented from the performance of its obligations for a continuous period in excess of one month, the other party may terminate this Agreement forthwith on the service of written notice upon the party so prevented, in which case neither party shall have any liability together except the rights and liabilities which have accrued prior to such termination shall continue to subsist.

35. **Declaration:** I/We have read and accept the terms and conditions as stated within this agreement.

Signed for and on You

Signature of Director/Company Secretary or Principal

Print name:

Business Title/Capacity:

Date.....

36. **SCHEDULE**

Name of Agent:.....

Address.....

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