



Underwriting Services Ltd.

Terms of Business Agreement



Underwriting
Services
Ltd



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1. Definitions & Interpretation

1.1 In this document, 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;
“Bribery Act”	UK Bribery Act 2010 and as may be updated from time to time.
“Claim”	a claim made by a Policyholder under the terms of their Policy with our Insurers;
“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 and business affairs;
“Curo Underwriting Services Ltd” “Curo”	Curo Underwriting Services Ltd is registered in England and Wales, company registration number 09928519, and is regulated by the Financial Conduct Authority, registration number 917708. Registered address: Suite 614, Waterhouse Business Centre, 2 Cromar Way, Chelmsford CM1 2QE
“Data Protection Legislation”	means all applicable laws and regulations 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;

Term:	Definition
“Event of Insolvency”	<p>in respect of a Party where:</p> <p>(i) a petition is presented for the bankruptcy of the Party; or</p> <p>(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</p> <p>(iii) a Court order is made for the winding up, administration or bankruptcy of that Party; or</p> <p>(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</p> <p>(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</p> <p>(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;</p> <p>(vii) a Party is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>(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</p> <p>(ix) that Party ceases to carry on business as a going concern; or</p> <p>(x) that Party suffers any event in a foreign jurisdiction analogous to or comparable with any of the foregoing;</p>
“FCA”	the Financial Conduct Authority or any successor body; the Financial Services and Markets Act 2000;
“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;

Term:	Definition
“Insurers”	Curo Underwriting Services Ltd.’s capacity providers, Underwriters, Claims handlers.
“Intellectual Property Rights”	patents, copyrights, 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 Curo’s Insurers under the terms of the policy;
“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
“TCF”	Treating the Customer Fairly and all associated appropriate conduct
“We”, “Us”, “Our”, “Ourselves”	Curo Underwriting Services Ltd
“You”, “Your”, “Yourselves”	the company, partners, individual(s) or representatives in the employ, paid or otherwise of the name detailed in the accompanying Agency Appointment Letter.

Definitions & Interpretation (cont.)

1.2 In this Agreement:

1.2.1 headings are for convenience only and shall not affect the interpretation 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. Authority

2.1 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.

2.2 It is a requirement of this Agreement that You

2.2.1 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.

2.2.2 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.

2.3 You shall indemnify and keep indemnified Curo from and against all losses, liabilities, costs and expenses incurred as a result of You (or Your employees &/or representatives) exceeding Your authority provided by this Agreement, or arising from the failure of You to fulfil any obligations arising from this Agreement.

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

2.5 This Agreement does not allow You to settle, compromise or negotiate any Claim on behalf of Curo or our Insurers and all Claims must be notified in accordance with documented procedures.

2.6 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.

2.7 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.

2.8 You shall be and remain exclusively responsible for any advice and/or recommendations given by You to a proposer or Policyholder.

2.9 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.

3. Information and Documentation

3.1 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.

3.2 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.

3.3 It is Your responsibility relay 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.

3.4 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.

3.5 In the event of any loss or theft of documents or their unauthorised or inappropriate use, You will notify Us immediately and inform the relevant authorities.

3.6 If We identify fraud, We will pass the details onto the relevant authorities.

4. Commission

4.1 Commission levels will be specified by Us on each and every case.

4.2 Commission is payable as long as You retain direct control of the business and will become due and payable to You once the premium has been received and cleared in the nominated bank account.

4.3 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.

4.4 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.

5. Fees

5.1 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.

5.2 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.

6. Credit Control and Agency Review

6.1 As our appointed agent, You are responsible for the collecting premiums, fees and applicable IPT from Policyholders, as well as receiving and holding premium refunds for onward transmission to the Policyholder.

6.2 You will collect such premiums, fees and applicable IPT from the Policyholder promptly and remit same within the due date stated. You will promptly return any refund of premium to the Policyholder within TCF guidelines.

6.3 If You pass on the policy, confirmation of renewal, certificates or other document or receipt is passed to the Policyholder without all applicable payments being collected in full, You will be responsible for those payments.

6.4 Any request for cancellation of cover must be accompanied by the appropriate documentation or You will be held responsible for the premium.

6.5 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:

6.5.1 we hereby confirm Our grant of risk transfer to You;

6.5.2 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;

6.5.3 any form of investment of such monies referred to in clause 6.4.2 is only permitted to the extent provided for and in compliance with the CASS Rules.

6.5.4 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.

6.6 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:

6.6.1 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;

6.6.2 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

6.6.3 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.

6.7 You must adhere at all times to Our terms of credit detailed to You and updated from time to time.

6.8 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.

6.9 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.

6.10 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.

6.11 Where there has been a breach 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.

6.12 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.

6.13 Details of credit searches can be seen by You if You request a credit report.

7. Claims Handling

7.1 All reportable incidents that may give rise to a claim that are reported to You by a Policyholder, or Third Party, whether or not the Policyholder is or may be seeking indemnity under a Policy arranged by Us must be reported promptly and without undue delay to Insurers in accordance with the Policy terms and conditions set out in the Policy Documentation and/or attaching endorsements.

7.2 Where a Liability Claim is reported to You by the Policyholder You must not without Our express written consent:

7.2.1 pass details of any Third Party to any individual or organisation other than our Insurers in accordance with policy terms and conditions

7.2.2 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

7.2.3 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.

7.3 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:

7.3.1 failing to comply with the provisions of this clause 9;

7.3.2 withholding any information relevant to the Claim;

7.3.3 delaying the production of any documentation or passing on of any information relevant to the Claim;

7.3.4 delaying any communication between Insurers and the Policyholder; and

7.3.5 agreeing, promising or paying any monies or service without Our specific prior agreement.

7.4 We reserve the right to contact the Policyholder in order to evaluate Our claims handling service to them.

8. Complaints

8.1 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.

8.2 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.

8.3 In the event of a complaint which You receive relating to any activities or functions performed by Us or Our 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.

8.4 We shall reserve Our rights 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.

9. Customer Relationship

9.1 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:

9.1.1 to the extent that termination is effected in the circumstances detailed in clauses 10.2.1 to 10.2.7 inclusive; or

9.2 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.

10. Termination

10.1 This Agreement may be terminated with notice:

10.1.1 at any time by mutual consent of the Parties; and

10.1.2 by either Party giving 30 days written notice to the other Party.

10.2 This Agreement may be terminated without notice:

10.2.1 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;

10.2.2 if an event of insolvency occurs in relation of the other Party;

10.2.3 if the authorisation by FCA to undertake any General Insurance regulated activities of the other Party is terminated;

10.2.4 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;

10.2.5 where the other Party commits a material breach of this Agreement which is not remediable;

10.2.6 if circumstances lead Us to believe the administration of the account by You is likely to prejudice the interests of Policyholders; and

10.2.7 in the event that You are unable to carry on trading due to illness or incapacity or in the event of death.

10.3 Upon termination of this Agreement under 10.2.3 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.

10.4 Following termination of this Agreement in circumstances described in 10.1.1 or 10.1.2 We will cooperate with You for 12 months to enable You to arrange insurance cover for Policyholders with other insurer(s).

10.5 If the termination of this Agreement is due to circumstances detailed in 10.2.3 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.

10.6 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.

10.7 Upon termination You shall have no right or claim to any compensation from Us in connection with this Agreement.

10.8 We shall have no obligation to provide any reason for Our decision to terminate this Agreement

11. Audit and Access to Records

11.1 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.

11.2 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.

11.3 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.

11.4 All records relating to business transacted with us should be kept for a minimum of 5 years or until run-off is concluded, including following cancellation. Our right to this information continues throughout this duration.

11.5 Failure to comply with the terms of clauses 11.1 to 11.4 inclusive, shall be deemed a material breach of this Agreement.

12. Compliance

12.1 You will maintain all necessary authorisations, permissions, Insurances and consents to continue to perform Your obligations under this Agreement.

12.2 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.

12.3 You will conduct yourself at all times in a manner compliant with TCF practices

12.4 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.

12.5 Each Party shall:

12.5.1 comply with its obligations under Data Protection Legislation;

12.5.2 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;

12.5.3 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;

12.5.4 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;

12.5.5 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

12.5.6 without prejudice to clause 12.5.1, 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.

12.6 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.

12.7 The provisions of clauses 12.4 to 12.6 (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."

12.7 You shall at all times have suitable disaster recovery processes and procedures in place to maintain business continuity and servicing.

12.8 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.

13. Bribery Act

13.1 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.

13.2 In relation to Clause 14.1 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.

13.3 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.

13.4 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.

14. Competition Act

14.1 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.

14.2 In relation to Clause 14.1 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.

15. Marketing

15.1 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.

15.2 You shall only be permitted to use Our name, logos, trade or service marks to the extent permitted by Us in writing.

15.3 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.

15.4 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").

16. Confidentiality

16.1 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.

16.2 Nothing in this clause will prevent either Party from disclosing such information:

16.2.1 to its professional advisors;

16.2.2 as required by law, regulatory requirement or any legal or regulatory authority;

16.2.3 where the information is already in the public domain or where the information is not subject to any confidentiality provisions; and

16.2.4 where disclosure permission is granted by any other clause in this Agreement.

16.3 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.

16.4 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.

16.5 The provisions of this clause will survive the termination or expiry of this Agreement for whatever reason.

17. Intellectual Property Rights

17.1 Neither Party will acquire any right, title or interest in or to the Intellectual Property Rights of the other.

17.2 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.

17.3 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.

17.4 This clause shall survive the expiry or termination of this Agreement and shall continue in full force and effect.

18. Dispute Resolution

18.1 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.

18.2 In the event of a failure to resolve the dispute or difference under clause 19.1, 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.

18.3 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.

19. General

19.1 You will notify Us promptly of any material change in the structure, incorporation status, &/or composition of your company. Any such changes will not affect the terms of this agreement unless or until such time as notified to You in writing by Us giving no less than 30 days notice.

19.2 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.

19.3 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.

19.4 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 10.1.2 in the event that You notify Us that You do not accept such a change.

19.5 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:

19.5.1 if delivered personally, at the time of delivery;

19.5.2 in the case of pre-paid recorded delivery or registered post 48 hours from the date of posting;

19.5.3 in the case of e-mail at the time receipt can be confirmed; and

19.5.4 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.

19.6 Where You consist of two or more persons Your obligations will be joint and several.

19.7 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.

19.8 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.

20. Law

20.1 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 Curo or an appointed representative of Curo shall retain the right to bring proceedings against the supplier in any other Court.

21. Scope and Appointment

21.1 This Agreement will apply, from a date confirmed by Us in writing for You to act as Our agent to offer our products &/or services.

21.2 You are not permitted to assign, subcontract or otherwise transfer Your rights or obligations under this Agreement to any other person, company or firm.

22. Signatures

THIS AGREEMENT has been entered into by the Parties on the dates below by signees authorised to represent those Parties

Signed by

Name(s) JASON REDING
Title(s) DIRECTOR

Signed for and on behalf of Curo Underwriting Services Ltd

Date / / (DD/MM/YYYY)

Signed by

Name(s) _____
Title(s) _____

Signed for and on behalf of _____

Date / / (DD/MM/YYYY)

Curo Underwriting Services Ltd is registered in England and Wales number 09928519 and regulated by the Financial Conduct Authority, register number 917708. Curo Underwriting Services Ltd registered address is Suite 74, Waterhouse Business Centre, 2 Cromar Way, Chelmsford CM1 2QE