

# Citybond Suretravel

Superior Travel Insurance

## TERMS OF BUSINESS AGREEMENT

Version 3.0 (09.03.09)

between

1. **CITYBOND HOLDINGS PLC (trading as *Citybond Suretravel*)**  
of 109 Elmers End Road, Beckenham, Kent, BR3 4SY  
FSA firm Reference No. 312208

(the "Company" or the intermediary, referred herein as "We/Us")

-and-

2. **OUR APPOINTED AGENT** as specified in the Underwriting Contract

(referred herein as "You")

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This Terms of Business Agreement ("TOBA") replaces any other Agreements relating to the subject matters of this Agreement with effect on and from the date given above but without prejudice to accrued rights for past breaches. Your Agency with Us is contingent on agreement to the Terms laid out herein and such assertions made in the Underwriting Contract.

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Signed by:



**Greg Lawson**  
**Group Broking Director**

For and on behalf of  
**CITYBOND HOLDINGS PLC**

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## Terms of Business Agreement

### 1. SCOPE OF AGREEMENT

- 1.1 In so far as this Agreement is concerned, You shall represent Your Clients and We shall represent the Insurers.
- 1.2 This Agreement specifies the Terms under which business placed with Us on behalf of Your Clients shall be placed by Us with Insurers.
- 1.3 This agreement shall replace all previous Terms of Business Agreements.

### 2. DEFINITIONS & INTERPRETATION

The parties agree that the following terms shall have the following meanings for the purpose of this Agreement.

<b>Agent / Agency</b>	the status of being appointed to transact business through Us
<b>Citybond</b>	the Company/Us/We/Our/Citybond Holdings Plc ( <i>also trading as Citybond, Citybond Suretravel or other notified names from time to time</i> )
<b>Claims Handlers</b>	firm(s) appointed by the Insurers to administer claims on their behalf
<b>Client</b>	a customer or potential customer of Yours
<b>Commission</b>	any payment by Us to You in consideration of You placing insurance business with Us or representing the difference between premiums (excluding IPT) levied to your Clients and net premium rates chargeable to You by Us
<b>Confidential Information</b>	all Our or Your business and trade secrets, methods of doing business, Client lists but excluding such information available in the public domain
<b>FSA Rules</b>	the Financial Services Authority ("FSA") and/or its Rules, guidance or regulations
<b>Group Company</b>	in respect of any party, the ultimate holding company of that party and each of the subsidiaries of that party
<b>ICOBS</b>	the Insurance Conduct of Business Rules of the FSA Handbook
<b>Insurers</b>	insurance companies, underwriting agents, Lloyd's syndicates/agents or any other body authorised to transact insurance business in the UK as principals.
<b>IPT</b>	Insurance Premium Tax, being the indirect taxation level appropriate to the location of risk, and inclusive of any parafiscal considerations such as stamp duty due in addition to or in lieu of such
<b>Intellectual Property Rights</b>	all intellectual and industrial property rights worldwide including, without limitation, any invention, patent, design or utility model rights, any copyright and trade marks, service marks, database rights, typography rights, trade names, domain names, commercial or Confidential Information, corporate symbols, logos and any other rights of a similar nature
<b>Statement of Account</b>	Your monthly or any other periodic Statement of Account to/from Us produced in any agreed media including, but not limited to email, various electronic formats or in writing, whether produced on a bordereau or otherwise to us
<b>Underwriting Contract</b>	document establishing Your Agency with Us and containing Your agreement to abide by these Terms of Business
<b>Web Agent</b>	an Agent issuing policy documentation themselves via the Citybond Online web facility

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### 3. YOUR REGULATORY STATUS

- 3.1 If the nature of your business, or any part thereof, is defined as that which falls under FSA regulation (or that of any other national regulatory authority or authorities), You will have and maintain authorisation with the FSA (or other authorities) to carry on general insurance business and You will be able to fulfil your duties and obligations under this Agreement.
- 3.2 You will comply with all relevant Rules (of the appropriate regulatory authorities) and FSA customer protection standards including but not limited to:
- i) Treating Customers Fairly;
  - ii) Having appropriate systems and controls in place given the nature, extent and complexity of Your business;
  - iii) Only undertaking activities which You are competent to undertake and selling Our insurance products in strict accordance with Insurers' product conditions and the needs of your Clients.
- 3.3 You will inform Us in writing immediately if, during any time that this Agreement is in force:
- i) Your authorisation is suspended or withdrawn (in full or in part) by the FSA or other regulatory authority;
  - ii) You are subject to disciplinary action or are under investigation by the FSA or other regulatory authority;
  - iii) You are, or become, aware of an actual, including suspected, breach of the Rules or Your inability to comply with them;
  - iv) You are subject to legal action in connection with your permission to trade or general authority to conduct business.

### 4. COMPLIANCE

- 4.1 You will procure and maintain Professional Indemnity ("PI") Insurance in accordance with the FSA Rules and, in addition:
- i) at Our request, produce a copy of the cover note or policy and evidence of premium payment for Our inspection;
  - ii) You shall inform us immediately in writing if the policy is cancelled, voided, not renewed or is deemed to be insufficient to meet Your business needs or scale of Your operations.
- 4.2 You will have the requisite controls, systems and procedures in place to meet the requirements of the FSA's and Joint Money Laundering Steering Group's anti-money laundering provisions, including record keeping and retention of records, and You fully comply with these to the extent that is applicable to Your business.
- 4.3 You will inform Us in writing within 14 days if, during any time that this Agreement is in force:
- i) there is any change to Your ownership or shareholders;
  - ii) You change Your trading name, correspondence address, registered office or in the case of a sole trader or partnership, You become incorporated;
  - iii) there is any change to any of Your pertinent contact details as supplied to Us upon establishment of Your Agency including, but not limited to, email addresses and key contact personnel;
  - iv) You acquire or establish a branch or Group Company that wishes to deal or lose or remove a branch or Group Company has dealt with Us under Your Underwriting Contract;
  - v) You become insolvent, appoint a receiver, administrator or manager over any part of Your undertaking or assets, seek liquidation or any analogous proceeding in any jurisdiction, or if any of Your principals becomes bankrupt;
  - vi) Your principals, owners, partners or directors are, or become, subject to disciplinary proceedings instituted by a professional or regulatory entity and if the same are convicted of any criminal offence (excluding motoring offences).

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### 5. YOUR OBLIGATIONS

- 5.1. All reasonable instructions from Us in respect of Our services must be carefully complied with by You, including those detailed in our Agent Operating Guide and any other communications.
- 5.2. You are not authorised to delegate Your obligations hereunder, sub-broke or appoint a sub-agent (other than another Group Company) nor are You authorised to bind Us for any risk in any way outside this Agreement or assign or delegate any of Your responsibilities to any third party without Our prior written agreement.
- 5.3. You shall:
- i) send to Us (physically or electronically) all completed proposal forms or other documents, which relate to any risk which has been or may be bound by Us without delay, and submit immediate payment in connection therewith, unless You have been granted credit terms in which case You will settle your account by return upon receipt of your Statement of Account from Us and which may be in the form of a cheque, bank transfer or through a Direct Debit mandate;
  - ii) notify Us, promptly and without unnecessary delay, of any material information notified to You by Your Client which could reasonably be expected to influence the decision regarding any risk in accordance with the terms of the contract of insurance;
  - iii) conduct business with utmost good faith and integrity towards Us;
  - iv) comply with all applicable laws, regulations and codes when transacting business with or on Our behalf, which shall include the Data Protection Act 1998;
  - v) keep separate and accurate records of all business transacted with and on Our behalf and shall permit Our duly appointed representatives to inspect such records and to take copies of the same at all reasonable times during a business day;
  - vi) notify Your Client policyholder promptly and accurately of all terms and conditions applying to the insurance (in relation to new, ongoing or renewal business) including details of cover, premium and all relevant taxes and/or fees.
- 5.4. For the avoidance of doubt, notification to You by Your Client will not be deemed to be notification to Us.
- 5.5. The continuance upon expiry of Your Client's business shall be Your responsibility and You will liaise with Us in accordance with ICOBS as appropriate to allow for the proper and timely interchange of information and the subsequent consideration by Your Client of new terms agreed by Us.
- 5.6. All documentation regarding the proposed contract of insurance required by the FSA shall be drafted in good time to permit compliance with FSA requirements and once received and agreed shall be sent to the Client by You promptly and without unnecessary delay.

### 6. ACCESS TO THE COMPANY WEBSITES

Upon a successful application via the Company website, You will be registered as a Web Agent and will be provided with secure access to Citybond Online to transact travel insurance sales for Your Clients in accordance with terms and conditions given (see Schedule 1).

### 7. COMMISSION TERMS

- 7.1. Commission shall become due to You when You receive the premium from Your Client and must be withdrawn within 25 working days of it becoming due. Where commission is payable to You from Us by return, such will be done by monthly arrears provided that the sum due in any given month exceeds £20, with sums less than this accruing for payment in subsequent months.
- 7.2. We reserve the right to change Your pre-agreed Commission structure subject to giving 30 days prior written notice.
- 7.3. We may receive a share of underwriting profit from Insurers which, if received, will be retained by Us in full.

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- 7.4 Where We agree or are required to return any part of the premium to Your Client, You will immediately repay to Us the equivalent proportion of Commission.
- 7.5 We reserve the right to offset any monies due from You against any Commission or other payment due from Us to You on any account whatsoever.
- 7.6 In the normal course of business, it may be necessary for Us to place certain risks on an ad hoc or individual basis with Insurers. If such occasions should arise, You will be advised of the terms and Commission levels at quotation stage and prior to inception of cover.

### 8. PAYMENT TERMS

- 8.1 Settlement of all policy sales will be in accordance with Your current arrangements with Us.
- 8.2 If you have credit terms in place, You will be responsible for the settlement of Your account within 15 days of the expiry of the month of issue or immediately upon receipt of Your monthly Statement of Account from Us, which shall not be later than 15 days from the end of the month of issue.
- 8.3 If you do not have credit terms, your instructions for assumption of cover must accompany full payment via credit/debit cards, direct debits, bank transfer or cheques.
- 8.4 Failure to settle accounts in accordance with clauses 8.2 or 8.3 shall be seen as a material breach of this Agreement and may result in termination of Your Agency.
- 8.5 For the avoidance of doubt, Your payment obligations to Us shall be unaffected if You have:
- i) allowed credit to Your Client;
  - ii) obtained extended deferment periods from any premium finance house;
  - iii) delays or experience difficulties within Your own accounting systems.
- 8.6 You will notify Us immediately if You become aware of the possibility of a failure to collect any premium. We shall inform You that either the cover will remain on risk for a further period or that the contract of insurance will be cancelled unless You accept responsibility for payment of the premium. You shall comply promptly with instructions from Us in this regard, failing which, You shall be deemed to have accepted responsibility for payment of the premium. If You fail to notify Us, You shall be responsible for payment to Us of the net premium, excluding any Commission due to You and including IPT (or other relevant taxes/fees).
- 8.7 You agree to remit the correct amount of IPT appropriate to the location of the risk being placed with Us, inclusive of any supplementary or parafiscal considerations (such as stamp duty) that may be due in addition to the base rate of taxation. Non-remittance of IPT is a criminal offence and You are required to maintain accurate records in respect of the tax due on any contract of insurance.
- 8.8 Premiums and other monies received by You in respect of policies We have incepted on behalf of Your Client shall be paid into a separate, properly designated bank account opened by You for the receipt of such monies so that they are readily identifiable as being attributable to such policies at all times. Such monies shall not be applied for any purpose other than remittance to Us (unless Commission is properly due) or as set out in clause 8.10 in accordance with the credit terms set out above. The said bank account shall be operated in accordance with the Rules where Client money is held.
- 8.9 (*CO-MINGLING & SUBORDINATION*) All premiums paid to You in respect of business placed in accordance with this Agreement may be co-mingled with monies paid to You by other Insurers for onward transmission to Your Clients or received by You from Your Clients for onward transmission to the Insurers. We acknowledge that all interest and investment returns on monies held by You on Our behalf are for Your benefit. We consent that Our rights over premiums held in Your Client monies account are subordinated to those of Your Clients.
- 8.10 (*RISK TRANSFER*) All premiums paid in full to Us or Our Agents shall be treated as having been paid to Insurers upon receipt by Us or Our Agents and that Insurers shall not be entitled to cancel any such policy in respect of which full premium payment has been made to Us or Our Agents.

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### **9. USE OF THE COMPANY NAME**

- 9.1 Unless otherwise agreed, We shall supply You with all necessary promotional material and related insurance documentation. All stocks of certificates of insurance, endorsements and other documents and any electronic method of producing documentation shall be kept secure at all times. If requested by Us You will promptly return or destroy all unused documents relating to this Agreement and ensure that any electronic production of such documents ceases. Title to all such material will remain vested in Us at all times.
- 9.2 We shall be solely responsible for the design, content and format of any materials supplied to You and may alter or modify such design, content or format from time to time without notice.
- 9.3 You are not authorised to use Our name in advertisements, web marketing, circulars, other general announcements or in any other manner whatsoever without obtaining Our prior written consent.
- 9.4 You must notify Us in the event of any loss or theft of certificates of insurance, endorsements or any other documentation that We have issued to You.

### **10. CLAIMS AND EMERGENCY ASSISTANCE SERVICES**

- 10.1 You acknowledge that you are not an Agent of the Company or the Insurers for the purpose of dealing with claims, Emergency Assistance or complaints. You must advise the Claims Handlers as soon as possible upon receipt of notice of a claim. You have no authority to act on behalf of the Insurers and will not commit, bind or arrange any claims on their behalf.
- 10.2 If you receive any complaints relevant to the Company or the Insurers, you will follow the complaint procedures as detailed in the Clients' policy document and/or advise your Clients to strictly adhere to the procedures as detailed.

### **11. NOTIFICATION**

- 11.1 You shall inform Us immediately in writing of any of the events referred to in clause 13 as soon as they come to Your (or in the case of a partnership, any of the partners') knowledge.
- 11.2 You shall notify Us immediately upon becoming aware of any matter arising out of the operation of or in connection with the Agreement which has resulted, or could be expected to result, in a complaint to any regulatory authority or to give rise to litigation or proceedings against Us or the Insurers (save in respect of claims under insurance policies).

### **12. ASSIGNMENT**

- 12.1 Neither party may assign, delegate or sub-contract any of its rights and obligations under this Agreement without the consent in writing of the other party, other than to any Group Company.
- 12.2 In the case of a partnership the Agency shall accrue for the benefit of, and the terms of this appointment shall be binding on, any partnership or individual being or becoming a member of the partnership or, in the event of its dissolution, its successor, provided that in such circumstances Our confirmation of the continuance of this appointment on the same terms and conditions shall have been received by You or Your successor after due notification by You or Your successor and, thereafter, receipt by Us of written acknowledgement from any new partner or Your successor that they will comply with the terms of this appointment.

### **13. TERMINATION**

- 13.1 In addition to the circumstances set out in clauses 3.3 and 8.4, either party may terminate the Terms of this Agreement and the Underwriting Contract as described subsequently.
- 13.2 The Agreement shall be automatically terminated, by notice from one party to the other, if:
- i) In the case of a partnership, any of the partners become bankrupt;

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- ii) In the case of a company, it goes into liquidation or administration (except for the purpose of solvent reconstruction);
- iii) You compound with or combine your estate and/or effects for the benefit of a creditor or in the case of a partnership any of the partners and/or effects are compounded or assigned for the benefit of a creditor.

13.3 Either party may terminate the terms of the Agreement at any time by giving 7 days notice if:

- i) the other party (the defaulting party) has goods seized in the execution of a debt or, in the case of a partnership, any of the partners have goods seized in the execution of a debt;
- ii) a petition is presented in the case of a partnership for the bankruptcy of any partner or, in the case of a company, for its liquidation or administration; the company calls a meeting of its creditors to consider a resolution for its winding up; or a receiver / administrative receiver is appointed over all or any of its undertakings or assets;
- iii) either party commits a material breach of this Agreement or fails to remedy a breach, which is regarded as being remedial by Us, within 14 days;
- iv) the effective control of Your company changes (except with Our prior written consent);
- v) any of the answers given in Your application for an Agency with Us are subsequently found to be untrue;
- vi) You cease to conduct business or a substantial part of Your business in the UK Area or European Union;
- vii) being a company, either party is unable to pay their debts within the meaning of Section 123 of the Insolvency Act 1986;

13.4 We reserve the right to terminate this Agreement by giving You not less than 30 days prior written notice if the total net premium (excluding IPT) We derive from Your Agency over a recent period of not less than 6 months is under £300 in total.

13.5 Should Your business appear to result in a poor loss ratio performance and is considered to be undesirable by Us or Our Insurers, We may terminate this Agreement by giving not less than 30 days prior written notice at any time.

13.6 Either party may terminate this Agreement by giving not less than 30 days prior written notice at any time.

13.7 Each party agrees to retain a copy of this Agreement and any addenda for a period of 3 years from the date on which it is terminated.

## 14. POST TERMINATION

14.1 Upon termination of this Agreement:

- i) We shall honour all contracts of insurance in force until their natural expiry date;
- ii) Within 7 days (or as soon as practical thereafter), We will deliver a final Statement of Account for Your immediate settlement or, if applicable, Your confirmation that You have not collected any premiums due to Us in which case we will seek payment directly from Your Client, but in such circumstances clause 8.6 shall apply;
- iii) Any monies that continue to be held by You following termination or cancellation of this Agreement will continue to be held by You and operated in accordance with clause 8;
- iv) You will cease to have access to the Company website, unless otherwise agreed in writing with Us;
- v) You shall return to Us all promotional/advertising material and any other property of Ours;
- vi) You shall permit Us to inspect and take copies of records in accordance with clause 5.3(v);
- vii) The termination of this Agreement shall be without prejudice to any obligations or rights of either of the parties which shall have accrued prior to such termination and shall not affect any

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provisions of this Agreement which are expressly or by implication provided to come into effect on or to continue in effect after such termination.

### 15. INDEMNITY

- 15.1 You agree, to the fullest extent permitted by law, to indemnify and hold harmless the Company from, and against, any liabilities, damages and costs (including reasonable legal fees and cost of defence) to the extent caused by Your negligent acts, errors and omissions, including:
- i) Any risk assumed by You in Our name after termination of this Agreement;
  - ii) Any risk assumed by You in Our name outside the scope of Your authority;
  - iii) Any material breach of Your obligations under this Agreement.

### 16. GENERAL PROVISIONS

- 16.1 Any notice herein shall be deemed given if despatched by ordinary pre-paid post to the address given in Your Agency application form or in the last given change of address and the date of receipt shall be deemed to be the first working day after the date of despatch. Notices to Us should be sent to Our registered address (or other address as may be notified to You from time to time) or by fax transmission or by email.
- 16.2 If there is a complaint by any of Your Clients (either directly or indirectly) in respect of any business transacted by You on Our behalf, You will co operate with Us in any investigations that We may undertake to deal with the complaint and You shall immediately, upon receipt of the complaint, inform the policyholder of their right to complain directly to Us and Our Insurers.
- 16.3 Unless otherwise indicated any quotations given by Us will remain valid for a period of thirty (30) days from the date of issue to You.
- 16.4 Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture arrangement between parties and You shall have no authority to bind Us in any way whatsoever other than as contemplated or provided for in this Agreement.
- 16.5 This Agreement sets out the entire Agreement of the parties and supersedes all prior arrangements and undertakings relating to its subject matter and other than as provided below, in Your Underwriting Contract and any further terms stipulated by Us on the Company website.
- 16.6 Headings are for a matter of convenience only and shall not affect interpretation of this Agreement.
- 16.7 Nothing in this Agreement shall require Us to accept any proposal for insurance or renewal of insurance or to maintain cover in respect of any existing contract of insurance if, in the Insurers' discretion, they decline to do so.
- 16.8 A person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

### 17. CONFIDENTIALITY

Both parties will treat information received from the other relating to this Agreement and to the Clients as Confidential Information and will not disclose it to any other person not entitled to receive it, except as may be necessary to fulfil their respective obligations in the conduct of this Agreement or in the operation of any policy effected and except as may be required by law or any regulatory authority.

### 18. INTELLECTUAL PROPERTY RIGHTS

- 18.1 (*NON-SOLICITATION*) We acknowledge and agree that ownership of all Clients who You have introduced to Us during the term of this Agreement and all database rights, rights in Client lists, renewal and similar rights (whether existing or arising during the term of this Agreement) relating to such people (together with records relating to insurance and claims information compiled during the term of this Agreement) will remain at all times, during and following the term of this Agreement, Your sole property.

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- 18.2 We shall not, during the term of this Agreement and for a period of 3 years after the termination of this Agreement, for whatever reason, endeavour to solicit or entice away from You, any of Your Clients introduced to Us or Our Insurers by You during the 3 year period prior to termination of this Agreement.
- 18.3 However, it is specifically agreed by both parties that Client data held by Us on Your behalf may be used to uphold the best interests of Your Client in the event that You are unable to offer continuation of cover following the cessation of Your business, the termination of Your Agency or the termination of Your authority to undertake such business under UK or EU legislation. No commission will become payable in these circumstances.
- 18.3 Both parties will retain ownership of all their respective rights, including Intellectual Property Rights, in the products, data, databases, computer programs, documents, materials, ideas or other information or any compilation thereof used in the performance of the services. The parties agree to do whatever is reasonably necessary to confirm or give effect to such ownership as vested appropriately including for any original item developed by either party as a consequence of performing the services. Unless otherwise agreed in advance, each party has the right to use any jointly developed Intellectual Property for any purpose whatsoever.

### **19. FORCE MAJEURE**

Neither party will be liable or deemed to be in default for any failure in performance or delay in respect of this Agreement, if such failure or delay is caused by circumstances or conditions beyond its reasonable control, including but not limited to force majeure, insurrections and wars.

### **20. ENFORCEABILITY**

If in the event that any provision of this Agreement is found to be illegal, invalid or unenforceable, then such provision will be deemed to be deleted from the Agreement but the remainder will remain in full force and effect.

### **21. GOVERNING LAW**

In respect of policies issued in England and Wales, these Terms of Agreement will be governed by, and construed in accordance with, the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

### **22. ANNUAL ACCOUNTS**

We reserve the right to request a full copy (as supplied to Companies House) of Your annual audited accounts or other management accounts as necessary.

### **23. CHANGES IN LAW OR REGULATION**

In the event of a change in law or regulation (including FSA Rules), which affects any of the parties' obligations under this Agreement, the parties will co-operate in good faith to agree any necessary amendment or variation to the Agreement.

### **24. VARIATION**

Any variation to the Terms of this Agreement must be made and confirmed in writing in accordance with the relevant provisions of the Agreement and signed by both parties hereto.

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### SCHEDULE 1

#### **ACCESS TO THE COMPANY WEBSITES**

1. Upon request, We may provide You and Your authorised staff with a username and password, use of which will give You access to the Company website(s).
2. Your access will enable You to:
  - 2.1. Submit risk details to Us;
  - 2.2. Obtain online quotations for Our products inclusive of medical screening assessments;
  - 2.3. Submit proposed amendments in relation to Your Clients' policies which were originally established by use of the Company website;
  - 2.4. Access all records based on risk submissions made by You or Your employees;
  - 2.5. Issue policy documentation.
3. We may periodically require each user to change their security password in accordance with Our standard security procedures. If We become aware or shall suspect that any unauthorised person has obtained or has attempted to obtain access to the Company website then We shall notify the user whose account was used for that attempt and shall forthwith disable that account until the password has been changed.
4. You undertake not to:
  - 4.1. Attempt to obtain access to, use or interfere with Our data or data relating to matters other than those risks submitted by You;
  - 4.2. Permit the disclosure of any user account details by any individual user to any other person, including but not limited to Your other employees;
  - 4.3. Input anything obscene, offensive or defamatory.
5. You shall ensure that:
  - 5.1. The password is kept secure and that each member of Your staff shall at all times keep the password confidential;
  - 5.2. The data contained in the Company website which is made available to You is only used and processed in accordance with the provisions of the Data Protection Act 1998.
6. It is intended that access to the Company website is available 24 hours per day; however, the Company makes no warranties as to this availability.
7. Notwithstanding the above We reserve the right to:
  - 7.1. Withdraw the electronic facility at any time with immediate effect;
  - 7.2. Alter the areas of the Company websites to which You have the right of access;
  - 7.3. Stipulate further terms of use of the Company websites on the Company websites from time to time.
8. We shall not be liable for any loss or damage sustained or incurred by You as a result of any use, failure or breakdown of the Company websites.