



**AGENCY TERMS OF BUSINESS AGREEMENT
Version 1 2021**

An agreement dated **1 January 2021** governing the conduct of Insurance Business between

- (a) **Travel Insurance Facilities Plc (trading as tifgroup and Citybond Suretravel and other brands from time to time)**, a company incorporated and registered in England and Wales (**03220410**); its registered address being 1 Tower View, Kings Hill, West Malling, Kent, ME19 4UY on its own behalf (the **MGA**); and

and

- (b) **Our Appointed Agent (the Broker)**,

Terms of Business Agreement (“TOBA”) replaces any other agreements with these terms and any assertions made during the appointment process.

Signed by:

A handwritten signature in black ink, appearing to be "AB", followed by a long horizontal line extending to the right.

Anthony Brown
Director of Underwriting
For and on behalf of Travel Insurance Facilities Plc

1 **Scope of the agreement**

- 1.1 Under this Agreement, it is understood that You (the **Broker**) represent Your Clients and Travel Insurance Facilities Plc (the **MGA**) represents the Insurers.
- 1.2 This Agreement specifies the terms under which business placed with Travel Insurance Facilities Plc on behalf of Your Clients shall be placed with Insurers.
- 1.3 This agreement shall replace all previous Terms of Business Agreements but without prejudice to accrued rights for past breaches.

2 **Definitions and Interpretation**

- 2.1 In this Agreement, where appropriate, reference to a statutory provision includes a reference to the same as modified, re-enacted or both from time to time before or after the date of this Agreement and any subordinate legislation made under the same before or after the date of this Agreement.
- 2.2 **Agreement** refers to this agreement, the "Terms of Business Agreement (Risk Transfer)".
- 2.3 **Applicable Requirements** means all applicable statutes, rules, laws, regulations, instruments and provisions in force from time to time, including (without limitation) the rules, codes of conduct, codes of practice stipulated by any authority or body including any Relevant Regulatory Body, to which a Party is subject from time to time.
- 2.4 **CASS** means the FCA's Client Assets Sourcebook.
- 2.5 **Commission** means commission due to the Broker at the rates and times (if any) as set out in writing between the Parties in respect of that Insurance Business.
- 2.6 **Data Controller** means the person or other Legal entity which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.
- 2.7 **Data Protection Law** means all applicable statutes and regulations in the UK jurisdiction pertaining to the processing of Personal Data, including but not limited to the privacy and security of Personal Data.
- 2.8 **Data Subject** means the identified or identifiable natural living person to whom the Personal Data relates.
- 2.9 **Delegated Claims Administrator** means the entity appointed by the Insurer or the MGA to handle and/or pay claims.
- 2.10 **FCA** means the Financial Conduct Authority, or any successor regulatory bodies.
- 2.11 **Force Majeure Event** means an event beyond a Party's control.
- 2.12 **Group** has the meaning given to it in section 474 of the Companies Act 2006.
- 2.13 **ICOB** means the FCA's Insurance Conduct of Business Sourcebook.
- 2.14 **Insurance Business** means any insurances or reinsurances falling within the description of a "contract of insurance" in Article 3(1) of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 under any contracts for insurance made by the MGA on behalf of the Insurer where the Broker is the single producing broker and the insured risk relates to UK business.

- 2.15 **Insurer** means an insurer of any Insurance Business under this Agreement.
- 2.16 **MGAA** means the Managing General Agents' Association.
- 2.17 **Personal Data** means any information relating to the Data Subject.
- 2.18 **Personal Data Breach** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.
- 2.19 **Policyholder** means the person entering or proposing to enter into any Insurance Business subject to this Agreement as an insured.
- 2.20 **Records** means any medium on which any information of any description is recorded and includes all books, records, correspondence whether electronic or otherwise in respect of the Insurance Business.
- 2.21 **Relevant Regulatory Body** means the FCA or other body with the authority in the United Kingdom to authorise a person to conduct Insurance Business.
- 2.22 **Taxes** means all Insurance Premium Taxes (IPT) and other para-fiscal charges which may be levied by fiscal authorities on insurance premiums.

3 **Scope**

- 3.1 The purpose of this Agreement is to set out the rights and obligations of the Parties in respect of the matters specifically addressed in this Agreement. Any matters between the Parties not expressly addressed in this Agreement remain unaffected and unaltered by this Agreement.
- 3.2 Nothing in this Agreement will be construed as creating a partnership or joint venture of any kind between the Parties. Neither Party will have the authority to bind the other Party to a contract in its name for any purpose except to the extent expressly stated in clauses 8.1, 9.2 and 13.3. In particular, the Broker will not create or allow any duty of care, contractual duty or any other duty to be created between the MGA and any Policyholder, other than as expressly created by any Applicable Requirements.
- 3.3 Subject to clause 12, nothing in this Agreement overrides the Broker's duty to place the interests of its Policyholder before all other considerations, nor will this Agreement override any Applicable Requirement which may apply to the Broker, the MGA, or the placing of any Insurance Business.
- 3.4 Subject to clause 3.6 below, the Parties agree that the terms in this Agreement will apply to the conduct of any Insurance Business inception or renewed on or after the date of this Agreement, and will supersede the terms of any other terms of business agreement (TOBA) already in place between the Parties for such Insurance Business. Such TOBA(s) will continue to apply to Insurance Business transacted between the Parties before the date of this Agreement until its natural expiry date.
- 3.5 Each proposal for Insurance Business, renewal of existing Insurance Business or continuation of cover will be accepted or declined by the MGA at its sole discretion. The MGA acknowledges that the Broker is under no obligation to offer any proposal for Insurance Business or renewal of any existing Insurance Business to the MGA. The Broker acknowledges that the MGA is under no obligation to provide a quotation in respect of any proposal for Insurance Business, or mid term adjustment or variation.

3.6 Prior to or at the time of placement of any Insurance Business, the Broker and the MGA may agree separately and in writing provisions relating to the conduct of that Insurance Business.

4 Regulatory Status

4.1 The Broker warrants that it is authorised by a Relevant Regulatory Body to conduct all insurance distribution activities relevant to the Insurance Business from the date of this Agreement. The MGA warrants that it is authorised to carry out and underwrite for Insurers the Insurance Business from the date of this Agreement.

4.2 The Broker will inform the MGA immediately in writing if at any time during the period of this Agreement:

- (a) a Relevant Regulatory Body suspends or withdraws its authorisation; or
- (b) the Broker ceases to be authorised by a Relevant Regulatory Body in relation to any Insurance Business subject to this Agreement; or
- (c) the Broker becomes insolvent; or
- (d) there is a material change to the Broker's ownership i.e. more than 20% of the shares, voting rights or business assets are transferred to a new owner.

4.3 The MGA will inform the Broker if:

- (a) a Relevant Regulatory Body suspends or withdraws its authorisation or imposes any conditions which materially affect this Agreement; or
- (b) the MGA otherwise ceases to be authorised by a Relevant Regulatory Body to undertake any activities in relation to any Insurance Business subject to this Agreement; or
- (c) the MGA becomes insolvent.
- (d) there is a material change to the MGA's ownership i.e. more than 20% of the shares, voting rights or business assets are transferred to a new owner.

5 Authority

5.1 This Agreement sets out the basis on which the MGA, acting on behalf of any Insurer, will accept Insurance Business from the Broker.

5.2 Except as expressly provided in this Agreement or on the express written authority of the MGA, the Broker will have no authority to bind, accept, commit to, amend, alter or vary Insurance Business, settle, negotiate or compromise claims, alter any document or policy, make any financial promotion on the MGA's or the Insurer's behalf and/or commit the MGA in any way without the MGA's or the Insurer's (as the case may be) prior written consent.

5.3 Unless otherwise agreed in writing with the MGA, notification of a claim by a Policyholder to the Broker will not be notification of the claim to the MGA or the Insurer. It will be the Broker's sole responsibility to notify and present such claim fully in accordance with policy terms.

6 MGA Obligations

6.1 Where the MGA is authorised to handle claims by an Insurer, the MGA will promptly notify the Broker of any material change to those claims handling arrangements.

6.2 If there is to be a change of an Insurer underwriting the Insurance Business, the MGA will notify the Broker of the change of Insurer in good time before the change of Insurer takes effect.

7 Broker Obligations

7.1 The Broker will promptly forward to the Policyholder, all requests for information and documentation as the MGA (for itself or for the Insurer) may reasonably require.

7.2 The Broker will present to the MGA promptly following receipt from the Policyholder, in such form as the MGA will reasonably require, all proposals and all material information which the Policyholder has made and/or provided in connection with the proposed Insurance Business. If the Broker becomes aware that the Policyholder has not made a fair presentation of the risk, the Broker will immediately notify the MGA.

7.3 The Broker will promptly seek and provide any further information which the MGA may require in order to underwrite or service the Insurance Business.

7.4 The Broker will pass all documentation from the MGA relating to Insurance Business (including any renewal documentation) to the Policyholder as soon as practicable but always in compliance with the Applicable Requirements.

7.5 The Broker will notify the MGA, the Insurer or any appointed Delegated Claims Administrator (as the case may be) promptly of all claims under any Insurance Business as agent of its Policyholder and in accordance with insurance policy terms and conditions.

8 Remuneration

8.1 This Agreement contemplates that the Broker will be remunerated on the basis of Commission and, if separately agreed between the Parties, other payments made by the MGA. If the Broker is to charge the Policyholder a fee in addition to or in lieu of Commission, the prior written agreement of the MGA should be obtained and will be subject always to a cap of £100 per policy sold.

8.2 If You have credit terms in place, You will be responsible for the settlement of Your account within fifteen (15) days of the expiry of the month of issue or immediately by return upon receipt of Your monthly Statement of Account, which shall not be later than fifteen (15) days from the end of the month of issue, or as otherwise agreed between the Parties.

8.3 The Intermediary will on demand pay to the Insurer interest at the Bank of England base rate plus 4% applying at the time of such demand being made on any sums due to the Insurer and not paid by the Intermediary in accordance with clause 8.2. Any payment made by cheque shall be deemed not to have been paid if the cheque is returned to the Insurer on presentation

8.4 Where the MGA is required to return or procure the return of any part of the premium to the Policyholder (or where applicable to a third party on behalf of the Policyholder) the Broker will immediately repay to the MGA the equivalent proportion of any Commission, unless the Broker is required by law to repay that equivalent proportion of any Commission to another person.

8.4.1 the Broker shall be responsible for collecting the Gross Premium from each Customer together with the applicable IPT. If at any time IPT is increased or any similar tax is levied or demanded or increased in respect of such premiums then the Broker shall account for such tax to the Insurer in addition to the Net Premium.

In such cases the Broker will issue the appropriate tax invoices in respect of the same.

9 Premium and Claims

9.1 Where the Broker holds:

- (a) premium due to be paid to the MGA or the Insurer;
- (b) return premium due to be paid to the Policyholder;
- (c) claims monies due to be paid to the Policyholder; or
- (d) monies for onward payment to agents or representatives of the MGA or Insurer in respect of claims adjustment, legal or similar professional fees, as authorised by the MGA.

the Broker will hold such monies as agent and trustee of the Insurer until properly paid to the relevant party. The Broker has no authority under this Agreement to permit any third-party, sub-agent, or appointed representative (as defined in the relevant rules of the Regulatory Body) to receive, hold, or pay any money on behalf of the Insurer, without the MGA's prior written consent.

9.2 The Broker will hold the monies described in clause 9.1 above within its client monies account, established and maintained in accordance with CASS 5. The MGA acting on the Insurer's behalf consents to such monies being co-mingled with the Broker's other client monies. The MGA also acting on the Insurer's behalf further consents to its rights with regard to monies held in the Broker's client monies account being subordinated to those of its clients, in accordance with CASS 5 and further agrees that any interest earned on the said account will accrue to the Broker.

9.3 The Broker shall immediately pay all Net Premiums, any Additional Premiums, IPT and/or other similar taxes received in respect of the Policies into a separate account designated "the UK Insurance Premium Account" to be held on trust for the MGA acting on the Insurer's behalf

9.4 The Broker will advise the MGA, as to whether it has received any specified premiums. The Broker will also promptly notify the MGA if the Policyholder has failed to pay the premium within the time permitted for the Broker to pay such premium in respect of any Insurance Business.

9.5 In the event of the cancellation or avoidance of a contract of insurance, and where the MGA or the Insurer is obliged by law or the terms of the insurance contract to refund the premiums, the Broker agrees to repay its portion of the relevant Commission. Such repayment will, in the case of cancellation, be only in respect of Commission received by the Broker, which is attributable to that part of the premium repaid.

10 Compliance

10.1 The Broker warrants and undertakes that it will comply with all Applicable Requirements and have and maintain, at no lesser terms and conditions than those required by law or Applicable Regulation, appropriate professional indemnity insurance cover to a minimum level of :

10.1.1 (1) for a single claim, €1,250,000; and

- 10.1.2 (2) in aggregate, the higher of:
- 10.1.3 (a) €1,850,000; and
- 10.1.4 (b) an amount equivalent to 10% of annual income (this amount being subject to a maximum of £30 million)
- 10.2 The Broker will forward promptly notices of Policyholder's rights to cancel Insurance Business in all instances where such notices are required to meet Applicable Requirements.
- 10.3 The Broker will act honestly, fairly and professionally in accordance with the best interests of its clients, in compliance with ICOBS 2.5.-1 of the FCA Handbook (as subsequently amended or replaced).

11 **Data Protection**

- 11.1 The Parties acknowledge and agree that where a Party processes Personal Data under or in connection with this Agreement it alone determines the purposes and means of such processing as a Controller.
- 11.2 The Broker is the data Controller and the MGA is the processor except where the Broker Brokers process data directly into the web portal. In this case both parties are data controllers.
- 11.3 In respect of the processing of Personal Data, each Party:
- (a) will comply at all times with its obligations under the Data Protection Law;
 - (b) will notify the other Party without undue delay after, and in any event within 24 business hours of, becoming aware of a Personal Data Breach; and
 - (c) will assist and co-operate fully with the other Party to enable the other Party to comply with their obligations under Data Protection Law, including but not limited to in respect of keeping Personal Data secure, dealing with Personal Data Breaches, complying with the rights of Data Subjects and carrying out data protection impact assessments.
- 11.4 The Parties will work together to ensure that each of them is able to process the Personal Data it processes under or in connection with this Agreement for the purposes contemplated by this Agreement lawfully, fairly and in a transparent manner and in compliance with the Data Protection Law. This will include but not be limited to entering into such other written agreements as may be required from time to time to enable each Party to comply with the Data Protection Law.

12 **Termination**

- 12.1 This Agreement will terminate:
- (a) at any time by one Party giving at least 90 days written notice of termination to the other, or earlier by mutual agreement;
 - (b) immediately, without notice, should either Party become insolvent or enter into any insolvency, administration or receivership procedures; or
 - (c) immediately, without notice, should either Party have any authority granted to it by a Relevant Regulatory Body or, where relevant the requisite authority and/or licence in any other territory where business, the subject of this Agreement, is being undertaken, withdrawn or altered in such a manner as materially to affect in any way either Party's ability to be involved with any

Insurance Business which is carried out between the Parties under this Agreement.

- (d) Commits any material breach of the provisions of this Agreement and in the case of a breach capable of remedy fails to remedy the same within 14 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied.
- (e) the Broker is merged with, acquired by or otherwise taken over by an individual, corporation or other business entity or organisation of any kind or if the Broker undergoes a change of control;
- (f) the Broker ceases to trade;
- (g) the MGA or the insurer has reasonable grounds to suspect any act of fraud, dishonesty, theft or misconduct committed by the Broker or any of its employees;
- (h) the amount of the Gross Premium for a Policy is more than double the amount of the Net Premium for that Policy; or
- (i) the total of the Additional Premium and any charge payable to the Broker by the Customer in respect of the relevant Policy is more than double the amount of the Additional Premium for that Policy.

12.2 Following termination:

- (a) the Parties will agree the procedure for administering the Insurance Business current at the time of termination including if required the orderly run-off of the Insurance Business;
- (b) the Broker will co-operate with the MGA and/or Insurer in providing information (including contact details for any Policyholder or other party with whom the MGA has contracted in the conduct of Insurance Business) reasonably required to achieve an orderly and proper run-off of the business in accordance with the law where such information is required in order for the Insurer and/or the MGA to carry out its obligations in relation to Insurance Business concluded in accordance with this Agreement;
- (c) the MGA will prepare a statement of account showing the amount owed and due as between the Broker and the MGA and/or Insurer. The statement of account will be settled by the Party who owes the balance on the statement of account. If thereafter any further amounts are identified by the MGA and/or Insurer as being owed they will be paid immediately by the Broker upon demand;
- (d) the Broker will cease using and return to the MGA any Records which the Broker holds on the MGA's behalf in any form;
- (e) the Broker will cease to exercise all rights and authorities granted under this Agreement;
- (f) the Broker will continue to account to the MGA (or Insurer as the case may be) for all premiums (including instalment premiums) due in relation to Insurance Business accepted under this Agreement, but received after the statement of account set out in sub-clause (c) above;
- (g) the MGA reserves the right, subject to Applicable Requirements, to deal directly with, or to appoint a third party to deal directly with, the Policyholders

for the purpose of administering and maintaining the Policyholder's insurance cover and dealing with any claims arising under such cover; and

- (h) where permissible and/or required under the Applicable Requirements, the Parties will remain liable to perform their obligations in relation to relevant Insurance Business subject to this Agreement in accordance with the terms of this Agreement until such time as such obligations will cease, all such Insurance Business has expired or has otherwise been terminated and to this purpose the clauses of this Agreement in relation to such relevant Insurance Business, whether the subject of renewal, adjustment, amendment, claims or otherwise, will continue.

13 **Access to Records**

13.1 The Broker will:

- (a) maintain complete and accurate copies of all Records which the Broker issues in connection with the Broker's obligations under this Agreement, together with such Records as are sufficient to demonstrate that it has complied with its obligations to the MGA under this Agreement;
- (b) keep all such Records securely stored at all times; and
- (c) keep all such Records for not less than seven (7) years from the date of expiry or cancellation of Insurance Business to which they relate or the date of filing of any proposal for Insurance Business which is declined or is not taken up by the Policyholder, or if longer the minimum periods required by the Applicable Requirements.

13.2 The Broker agrees that the MGA, any third party acting on the MGA's behalf, the MGA's internal and external auditors, or any Relevant Regulatory Body or its appointees and representatives, will, on reasonable notice, be given access to inspect and to take copies of the Records. The Broker will procure that its officers and employees provide such information and explanations as the MGA's internal and external auditors (including Insurer auditors) reasonably consider necessary for the performance of their duties as auditors of the MGA.

14 **Indemnity**

14.1 You agree, to the fullest extent permitted by law, to indemnify and hold harmless the MGA and the Insurer 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 any:

14.2 risk assumed by You in Citybond's name during suspension or after termination of this Agreement or generally outside the scope of Your authority under this Agreement;

14.3 i) risk assumed by You in Citybond's name during suspension or after termination of this Agreement or generally outside the scope of Your authority under this Agreement

14.4 ii) material breach of Your obligations under this Agreement.

14.5 **Liability**

14.6 The total liability for either Party arising under or in connection with this Agreement shall be limited to two times the annual premium income of the preceding 12 month period.

15 **Confidentiality**

15.1 Each Party will treat information received from the other relating to this Agreement (each as Recipient) as confidential, regardless of medium or format and whether or not such information is marked as confidential and will not disclose it to any other person not entitled to receive such information except as may be necessary to comply with the Applicable Requirements, or as required by the Insurer.

15.2 Where applicable and to fulfil its rights and/or obligations under this Agreement each Recipient will be entitled to disclose such information where necessary to its insurers or reinsurers, third party service providers, auditors, regulators, advisers and, if applicable, another company in its group.

15.3 Clause 15.1 will not apply to information which:

- (a) was rightfully in the possession of such Recipient prior to this Agreement;
- (b) is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause); or

16 **Right of set-off**

The MGA will be entitled but not obliged at any time or times without notice to the Broker to set off any liability the Broker owes the MGA or the Insurer against any liability that MGA or the Insurer (as the case may be) owes to the Broker. Any exercise by the MGA of its rights under this clause 16 will be without prejudice to any other rights or remedies available to the MGA or the Insurer under this Agreement or otherwise.

17 **Complaints**

Each Party will notify the other of any complaint concerning the other Party or an Insurer relating to Insurance Business subject to this Agreement. Each Party will notify the other of any such complaint in such as to enable that Party to meet its regulatory obligations with regards to complaints.

18 **Protection of Reputation**

Each Party agrees it will not, without the written authority of the other Party, make use of the other Party's corporate or trading names or logos and trademarks.

19 **Conflicts of Interest**

The Parties will adopt and/or maintain procedures to ensure that each has in place arrangements for the identification and management of any conflicts of interest that may arise in relation to any Insurance Business.

20 **Disclosure**

The Broker will comply with all law regarding disclosure of all forms of remuneration from any arrangements it may have for remuneration in connection with the Insurance Business.

21 **Variation and Assignment**

This Agreement may be assigned or varied only in writing by duly authorised representatives of the Parties.

22 **Rights of Third Parties**

Except as reserved to the Insurer under the terms of this Agreement, a person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This clause 22 will not affect any right or remedy of a third party which exists or is available apart from that Act.

23 Dispute Resolution

23.1 The Parties to this Agreement are committed to resolving all disputes arising under it (and whether such dispute arises before or after termination of this Agreement) without the need for litigation and to allow as far as possible for commercial relationships to remain unaffected by disputes and therefore the Parties:

- (a) will attempt in good faith to resolve any dispute or claim promptly through negotiations between respective senior executives of the Parties who have authority to settle the dispute or claim;
- (b) if the matter is not resolved through negotiation within three months of the dispute arising the Parties may refer the dispute in accordance with clause 24 below.

23.2 Nothing in this clause 23 will prevent or restrict the Broker or the MGA from terminating this Agreement under clause 11.1.

24 Jurisdiction and Choice of Law

24.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales. Each party hereby irrevocably agrees that the courts of England shall have non-exclusive jurisdiction to settle any dispute that may arise directly or indirectly out of or in connection with this Agreement

25 Counterparts

This Agreement may be executed in two or more counterparts by the Parties to it, each of which will be deemed an original and all of which together will constitute one instrument.

26 Enforceability and Waiver clause

26.1 If any portion of this Agreement is found to be invalid or unenforceable, the remainder will remain in full force and effect.

26.2 The failure to exercise or delay in exercising a right or remedy under this Agreement or at law does not constitute a waiver of such right or remedy or of any other rights or remedies. Further, no single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of such right or remedy or of other rights or remedies.

27 Service of Notices

Any notices to be given under this Agreement will be sent by first class recorded delivery post, by hand, or email to the compliance officer of the relevant Party at the registered office of the Party to be served, or to such other email address as the relevant Party may notify the other Party (in accordance with this clause 8) from time to time. The notice will be deemed to have been served, if posted, at the expiration of two business days after posting, if by hand at the expiration of one business day after it was dispatched and if by email, on receipt of an automated delivery receipt or confirmation of receipt from the relevant server.

28 Force Majeure

Neither Party will be liable for any delay or non-performance of its obligations under this Agreement caused by a Force Majeure Event provided that the Party affected gives prompt notice in writing to the other Party of such Force Majeure Event and uses all reasonable endeavours to continue to perform its obligations under this Agreement. Either Party may terminate this Agreement with immediate effect if such Force Majeure Event continues for more than 3 months

29 **Non-Solicitation**

Neither Party shall (except with the prior written consent of the other) during the term of this Agreement, and for a period of [12 months] thereafter, solicit the services of any senior staff of the other Party who have been engaged in the provision of the Services or the management of this Agreement or any significant part thereof either as principal, agent, employee, independent contractor or any other form of employment or engagement other than by means of a national advertising campaign open to all-comers and not specifically targeted at such staff of the other Party.

This Agreement has been duly signed and entered into by the authorised representatives of the parties

SCHEDULE 1

ACCESS TO THE COMPANY WEBSITES

1. If required, the MGA will 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 some or all of the following:
 - 2.1 Submit policy applications to Citybond Suretravel;
 - 2.2 Obtain online quotations for products inclusive of medical screening assessments;
 - 2.3 Submit proposed amendments in relation to Your Clients' policies which were originally issued through the company website;
 - 2.4 Submit proposed amendments in relation to Your Clients' policies which were originally issued through the company website;
 - 2.5 Issue policy documentation.
3. Citybond Suretravel may periodically require each user to change their security password in accordance with standard security procedures. If Citybond Suretravel becomes aware or suspects that any unauthorised person has obtained or has attempted to obtain access to the Company website then Citybond Suretravel shall notify the user whose account was used for that attempt and 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 company 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 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 Citybond Suretravel reserves the right to:
 - 7.1 Withdraw the electronic issuing 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.

Citybond Suretravel 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 other than as provided for in law.

SCHEDULE 2

PROVISION OF PRE-CONTRACT INFORMATION

Prior to entering into the contract, the policyholder must be provided with certain information regarding the insurer and the contract. The information to be provided in writing is the following:

- a) Name and legal form of the insurer;
- b) Place and name of the Member State where the head office of the insurer is located and corresponding address;
- c) Extent of risks covered;
- d) Exclusions and limitations of the coverage;
- e) Total amount of the insurance premium, and consequences for the failure to pay the insurance premium;
- f) Duration of the agreement, conditions for renewal, cancellation and termination;
- g) Complaints process, legal protection mechanisms and supervision authority;
- h) Applicable law;
- i) Policy Summary Information

You must be able to demonstrate that pre-contractual information has been provided to the policyholder prior to entering into the agreement.