



ONE

Guarantee

AGENCY TERMS & CONDITIONS

For Directly Authorised Brokers



One Guarantee Ltd is authorised and regulated by the Financial Conduct authority under firm reference 841152. You can check our status and permissions at www.fca.org.uk/register or by contacting the Financial Conduct Authority (FCA) on 0800 111 6768. We are also authorised to undertake certain consumer credit activities.

One Guarantee Ltd wishes to appoint You as its non-exclusive agent for the purpose of obtaining applications (“Applications”) for policies (“Policies”) issued through One Guarantee set out in the Schedule hereto on the terms and conditions hereinafter contained.

This agreement is **not** for Appointed Representatives or Introducing Agents and The Agent will need to ensure that it is, and throughout the life of this agreement, remains, directly authorised to carry on any insurance activities pursuant to this agreement.

1 APPOINTMENT

On receipt of a satisfactory application, One Guarantee will, at its sole discretion, appoint the Agent as its non-exclusive agent for the purpose of obtaining applications for One Guarantee Insurance products as set out in the Schedule (“Policies”).

2 TERM

Subject to the terms shown hereinafter this Agreement shall commence on the day and year on which this application is accepted, and shall continue in force unless terminated by either party giving to the other not less than 60 days’ notice in writing to expire at any time, subject only to prior termination pursuant to **clause 12** below.

3 DUTIES OF THE AGENT

3.1 The Agent shall act in good faith, when acting on our behalf in connection with this Agent’s appointment.

3.2 The Agent shall act with due skill, care and integrity with clients and prospective clients and shall be responsible solely for ensuring that Applications have been completed correctly and that to the best of the information, knowledge and belief of the Agent the particulars contained within the Applications are true accurate and complete taking into account duties imposed under the Insurance Act 2015. As Agent of the insured, it is your responsibility to disclose all material information in order that a ‘fair presentation of the risk’ can be presented to insurers. This must involve the insured carrying out a ‘reasonable search’ which must include consultation with senior management or any colleagues that may have knowledge of the insured’s business so that all matters can be identified which may affect the decisions of the insurers. Failure to answer any questions in the proposal form accurately or to make a ‘fair presentation’ could affect the insured’s policy cover and may lead to claims not being paid, not paid in full, additional terms applied or even the policy being avoided from inception. This duty of disclosure arises when the insurance is first taken out and during the term of the insurance.

- 3.3 The Agent must comply with the provisions of the FCA handbook and all other relevant laws and regulations; including laws, statutes and regulations relating to anti-bribery and corruption and money laundering and comply with any applicable international economic, financial or trade sanctions legislation.
- 3.4 The Agent must ensure that cover is not confirmed to the client without prior consent from One Guarantee and understands that such confirmation is conditional upon the signed declaration and cleared funds being received by One Guarantee.
- 3.5 The Agent shall provide One Guarantee immediate notification of any complaint by the proposer about you, Us or the insurer, and provide Us with any information or assistance we may reasonably require.
- 3.6 The Agent must not provide any assistance or purport to be able to assist in the claims process, other than to direct the client to the policy wording where information regarding the claims process is contained therein.
- 3.7 The Agent shall indicate to persons with whom it shall deal that all Applications made under this agreement are subject to acceptance by Us and the insurer.
- 3.8 The Agent shall during the continuance and after the termination from whatever cause of this Agreement not disclose to any third party, any confidential information which has been provided to the Agent by Us to any person, firm or company whatsoever.
- 3.9 The Agent shall use the correct insurance documentation for each policy and destroy any out of date documentation as requested by Us.
- 3.10 The Agent shall retain throughout the duration of this Agreement all authorisations and licenses they are required by law to possess to carry on business including authorisation by the FCA.
- 3.11 The Agent shall not pledge the credit of One Guarantee or accept orders or make any contract, undertaking or agreement on Our behalf, other than as specifically authorised and agreed in writing by Us.
- 3.12 The Agent shall not compromise any debt or other sum due to Us nor settle any account of claim whatsoever unless authorised specifically by Us in writing.
- 3.13 The Agent shall be fully authorised by the Financial Conduct Authority (FCA) and ensure that all laws, rules, codes and requirements of the FCA are fully implemented, monitored and maintained.
- 3.14 The Agent shall inform us in writing immediately if there is:
- 3.14.1 any change in your authorisation or permitted business under the FCA;
 - 3.14.2 a material change in your management, ownership or control;

- 3.14.3 a material change in your trading name or style;
- 3.14.4 any petition presented or any resolution passed in respect of your insolvency, or the appointment of any manager, administrator or receiver of any of your assets;
- 3.14.5 an administration order made against you;
- 3.14.6 any arrangement made between you and any of your creditors;
- 3.14.7 any bankruptcy proceedings issued against you;
- 3.14.8 commencement of any FCA investigation or disciplinary action into your business or staff.

3.15 The Agent will comply with any reasonable request we may make for information, documents or access to your premises or staff to assist with any investigation or request for information by the FCA.

3.16 The Agent shall ensure that it maintains such Professional Indemnity Insurance (PII) as is required by the FCA and as it decides is prudent to cover its activities.

3.17 The Agent shall, on our request, provide evidence of the existence of current, compliant PII to us.

3.18 The Agent accepts that One Guarantee will arrange/carry out due diligence checks as part of our New Agents process, including but not limited to financial sanctions, companies house and credit checks prior to providing any quotations under this agreement.

4 QUOTATIONS

4.1 Any quotations you provide to customers or prospective customers in respect of insurance policies to be arranged under this agreement shall be only in accordance with terms agreed between you and us.

4.2 We are not obliged to provide a quotation in respect of any insurance policy.

4.3 Nothing in this Agreement shall oblige us to accept any proposal for insurance or renewal of any existing policy if we at our sole discretion decline to do so.

4.4 Where our administration fees are charged the Agent must ensure these are made clear to the client in accordance with ICOBS rules

5 RESTRICTIONS TO YOUR AUTHORITY

5.1 You shall not accept, vary, amend, cancel or terminate on our behalf any insurance policy unless agreed by us in writing.

5.2 The Agent shall not act, or purport to act as an employee or partner of One Guarantee.

5.3 No insurance policy, the subject of this agreement, shall be put on risk without our prior consent.

5.4 APPOINTED REPRESENTATIVES

The Sub Agent must notify the Underwriting Agent of any Appointed Representatives which it intends to utilise within this Agreement. For the avoidance of doubt, all the terms of this Agreement shall remain fully enforceable on Appointed Representatives and ultimately the Sub Agent. Appointed Representatives shall be noted by Addendum to this Agreement.

5.5 SUB BROKING

The Sub Agent must notify the Underwriting Agent of any Sub Broking Agents which it intends to utilise within this Agreement. For the avoidance of doubt, all the terms of this Agreement shall remain fully enforceable on Sub Broking Agents and ultimately the Sub Agent.

6 OUR DUTIES

6.1 We shall act in good faith, with due skill, care and integrity in our dealings with our agents

6.2 We will comply with the provisions of the FCA handbook and all other relevant laws and regulations; including laws, statutes and regulations relating to anti-bribery and corruption and money laundering and comply with any applicable international economic, financial or trade sanctions legislation.

6.3 We will process all proposals promptly and issue documentation without delay;

6.4 One Guarantee will not use any information provided by The Agent for the purpose of direct selling, unless specific written instructions have been provided by the Agent to do so.

6.5 We reserve the right to audit your performance in respect of your obligations and duties under this agreement. Such audit process could include access to any documents relating to this agreement.

6.6 We will notify the agent of any complaint by the proposer about the agent and provide any information or assistance the agent may reasonably require.

6.7 We agree to the provisions of clauses 3.14, 3.15, 3.16 and 3.17 being mutual

7 INDEMNITY

Each of Us (the "indemnifying party") agrees to indemnify the other (the "Other") and to keep the Other indemnified from and against loss, cost, liability, claim or damage which the Other might suffer or incur as a result of a default by the Indemnifying Party of any of its obligations expressed or implied arising under this Agreement as a result of the Indemnifying Party's negligence, fraud or wilful default, except where such default is caused by the Other.

8 ADVERTISING AND INTELLECTUAL PROPERTY

8.1 The Agent shall not cause any action, which may damage Our, or our insurers intellectual property rights, brands, policies, trademarks, insurance documents or brochures.

8.2 Any advertisement or Financial Promotion in respect of any policy covered under this agreement must have prior written authority from Us, this includes any form of website, webpage or electronic trading facility.

8.3 The Agent must ensure compliance with all advertising or financial promotion regulations relating to non-investment insurance contracts as detailed by the Financial Conduct Authority.

9 PREMIUMS & COMMISSION TERMS

9.1 In respect of non-investment Insurance Business undertaken by you in accordance with this Agreement, you shall be entitled to be paid a commission calculated as the percentage set out in the schedule, and as agreed from time to time, of the premium exclusive of the Insurance Premium Tax and any other Taxes.

9.2 On termination of this agreement all sums due to us in respect of any insurance policy will be immediately payable in order to satisfy clause 3.4 in respect of confirmation of cover, including Insurance Premium Tax and premium less commission calculated in accordance with clause 9.1.

9.3 Unless payment is received in cleared funds cover cannot be confirmed by One Guarantee.

9.4 Whilst we have risk transfer arrangements in place with insurers and providers we use, this does not cascade to Agents and therefore any funds held by you will be held as agent of the client.

9.5 Both during and after the termination of this Agreement, if a premium or part of a premium is repaid to a Customer for any reason, you shall repay to us the proportionate part of your commission. Such repayment shall be made at the earlier of the time of the submission of the next Report following our repayment of such premium or part premium or 60 days from the date of such repayment.

9.6 Both during and after the termination of this Agreement, premiums or part premiums, you shall hold refunds of premiums and Claims monies collected by or paid to you pursuant to this Agreement in accordance with CASS 5.3 in respect of a Statutory Trust Account or CASS 5.4 for a non-Statutory Trust Account. The Insurer consents to such monies being co-mingled with the agent's other client monies and consents to its rights with regard to monies held in the agents client account being subordinated to those of the Agents' clients, in accordance with CASS 5, and further agrees that any interest earned on the said account shall accrue to the Agent.

9.7 For the avoidance of doubt, any handling or other charge in respect of any instalment or credit arrangement between you and us shall not attract commission.

9.8 When you have made an instalment payment plan available to any Customer, you shall maintain in force all necessary licences including any required pursuant to the Consumer Credit Act 1974.

9.9 Where agents do not have permission to hold client money and for the avoidance of doubt no risk transfer arrangements are available under this agreement, the agent must arrange for the customer to remit premiums directly to One Guarantee under payment terms as agreed. On receipt of premiums on cleared funds One Guarantee agrees to pay the agreed commission to the agent within 30 days. We reserve the right to contact customers direct for the purpose of obtaining payment. Where this clause applies we agree that clauses 9.2 & 9.4 do not apply.

10 CONFIDENTIALITY AND DATA PROTECTION

10.1 We and you agree that any information disclosed to the other in connection with this Agreement, whether such information relates to you, us, a Customer or a prospective Customer and in whatsoever form, shall be treated as confidential and:

10.1.1 used only for the purposes in or designated by this Agreement; and

10.1.2 disclosed to only such of our or your employees, officers or agents as is required for the purpose of this Agreement.

10.2 We and you may disclose information which would otherwise be confidential if and to the extent:

10.2.1 You or us are required to do so by virtue of any regulatory or legal requirements;

10.2.2 it is necessary to your or our professional advisers, auditors and bankers, but only on a confidential basis;

10.2.3 such information has come into the public domain through no fault of you or us; or each party to whom it relates has consented.

10.3 Both parties agree to comply with current data protection legislation and from 25th May 2018 as amended by the General Data Protection Regulation (GDPR).

10.3.1 One Guarantee and the Agent shall be a Data Controller in relation to any Personal Data used, Processed, shared or supplied in accordance with this agreement.

10.3.2 Each party shall comply with its obligations as a Data Controller under Data Protection Laws.

10.3.3 All terms referred to herein in relation to data protection shall have the same meaning as contained in the GDPR in respect of: Data subject; Data Controller; Personal Data; Privacy Notice; Processing and Consent.

10.4 Without prejudice to clause 10.3, where you are disclosing personal data to One Guarantee you shall ensure that:

10.4.1 all personal data has been collected and disclosed to One Guarantee in accordance with data protection laws;

10.4.2 all Personal Data is accurate and up to date; and

10.4.3 to the extent that Consent of the Data Subjects is required, you have obtained consent to the transfer and Processing of Personal Data for the purposes of One Guarantee and you will immediately notify One Guarantee in the event that a Data Subject withdraws or amends this Consent.

10.4.4 You have advised the Data Subjects that the Personal Data will be passed to One Guarantee and provided the Data Subject with a Privacy Notice on your own behalf and on behalf of One Guarantee that allows One Guarantee to Process the Personal Data for the purposes of this agreement.

10.5 Without prejudice to clause 10.3 you shall:

10.5.1 implement appropriate technical and organisational measures to ensure the confidentiality, integrity, availability and resilience of your systems used for Processing Personal Data and protect against the unlawful destruction, loss, alteration, unauthorised disclosure of or access to Personal Data transmitted stored or otherwise Processed;

10.5.2 not disclose any Personal Data to any third party in any circumstances except as required or permitted by this agreement;

10.5.3 notify One Guarantee promptly and in any event within 24 hours: of any known security incident; or if you receive any request or enquiry from a Data Protection Regulator or Data Subject with regard to the Personal Data and keep One Guarantee regularly updated as to how it handles such request or enquiry.

10.6 You must also assume responsibility for the activities of your staff who have access to the Personal Data including but not limited to ensuring that your staff are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and in the care and handling of Personal Data and have executed written confidentiality agreements that survive termination of the staff engagement.

11 COMPLAINTS PROCEDURE

11.1 The Agent must have a complaints procedure in place, which complies with the requirements of the FCA rules.

11.2 The Agent must ensure that all complaints relating to the administration of policies are notified to Us immediately upon receipt. Complaints relating to the sale of policies should be dealt with by The Agent.

11.3 Any breach of this agreement, or failure to comply with the FCA rules, negligence, or other failure to act with integrity, due care or diligence will be treated as a serious complaint by Us and you agree to assist in any investigation we may, at our discretion, choose to undertake.

12 TERMINATION

12.1 Either you or we may terminate this Agreement by giving 60 days written notice to the other party's registered business address.

12.2 Either you or we may terminate this Agreement immediately by notice in writing to the other:

12.2.1 where one party has reasonable grounds for suspecting fraud or dishonesty by the other or by the other's employees, agents or independent contractors;

12.2.2 where one party reasonably holds the opinion that either, the regulatory status of the other party has changed, or that the other party is acting under this Agreement in such a way as to cause, or likely to cause, prejudice to the other, any Customer or potential Customer;

12.2.3 where one party is in breach of this Agreement and has failed to remedy such breach within 14 days of written request from the other;

12.2.4 where one party is in breach of this Agreement, such breach being incapable of remedy. For the purpose of this clause, a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance (provided that time of performance is not of the essence);

12.2.5 where one party is issued with an interim order under Section 252 Insolvency Act 1986 or has a Bankruptcy Petition presented against it, or being a company, enters into voluntary or compulsory liquidation, has a receiver, administrator or administrative receiver appointed over all or any of its assets, or takes or suffers any similar action in any jurisdiction;

12.2.6 is convicted of a criminal offence.

12.2.7 where one party loses any authorisation or licence that it is required by law to possess to carry on business, including authorisation from the FCA.

12.3 It is the responsibility of The Agent to notify Us immediately in writing if any of the events detailed in section 12 should occur during the period of this agreement.

12.4 In the event that termination is caused by removal of your authorisation by the FCA, you must cease all insurance activity and we will deal directly with all Customers.

13 ASSIGNMENT

13.1 This Agreement is personal to you and us and may not be assigned or transferred to any other person, firm or company without the prior written consent of the other.

13.2 You may not sub-contract any of your rights or obligations pursuant to this Agreement without our prior written consent.

14 NOT A PARTNERSHIP

Nothing in this Agreement shall constitute a partnership or joint venture between You and Us.

15 ENTIRE AGREEMENT

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

15.2 For the avoidance of doubt, nothing in this Agreement shall override the FCA Rules.

16 ENFORCEABILITY

16.1 If any provision of this Agreement shall be found to be invalid or unenforceable, this shall not affect the remainder of this Agreement, which shall continue in full force and effect.

16.2 In respect of any provision found to be invalid or unenforceable, you and we shall attempt in good faith to agree a provision in substitution, which shall be valid and achieve as closely as possible the economic, legal and commercial objects of the invalid or unenforceable provision.

16.3 No single or partial exercise or failure or delay in exercising by us of any of our rights or remedies hereunder shall constitute a waiver by us of it, or impair or preclude any further exercise of that or any other right, power or remedy arising hereunder or otherwise.

17 THIRD PARTY RIGHTS

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 of its provisions.

18 GOVERNING LAW & JURISDICTION

This Agreement shall be governed by and construed in accordance with English Law. Any dispute arising in connection herewith shall be determined in the English Courts unless you and we agree otherwise.

19 RISK TRANSFER STATUS OF BUSINESS

Although we have Risk Transfer agreements in place with the underwriters with whom we place business, this will not cascade down the distribution chain to you. All premiums collected on our behalf in accordance with section 9 of this agreement must be held in an appropriate client trust account until paid to us.

20 SCHEDULE

“Applications” – This will include a proposal form and any other documentation which has been used in the new business process which forms part of the risk information provided to insurers.

“Policies” – Structural Warranty policies as issued by One Guarantee via CLS Risk Solutions Limited, St Paul’s House, 8-12 Warwick Lane, London, EC4M 7BP from Great Lakes Insurance SE. Great Lakes Insurance SE UK Branch is authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Great Lakes Insurance SE is a fully owned subsidiary of Munich Re Group.

Signed:

Name:

Title:

Date: / /

For and on behalf of

Signed:

Name:

Title:

Date: / /

For and on behalf of One Guarantee Ltd



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Guarantee

Version November 2019

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Lakeside 300, Old Chapel way, Broadland Business Park, Norwich NR7 0WG.