

Insurance Helpline Agreement

This Agreement is made on theday of.....200

1. Parties to this contract

BETWEEN

1.1 ('IFA.')

Enter name and address below

And

1.2 Totally Insured Group Ltd (TIG) (company number 4547383) having its registered office at 4a Abbey Walk, Church Street, Romsey Hampshire SO51 8JQ trading as The Insurance Helpline. ('TIG')

2. Authorisation

2.1 The IFA. is a Registered Individual and is therefore authorised under the Financial Services & Markets Act 2000 by the FSA (Registration No 192638).

2.2 The Insurance Helpline is a trading name of Totally Insured Group Ltd which is authorised and regulated by the Financial Services Authority (FSA Number 314003).

3. Scope of TIG's Appointment

3.1.1 The IFA. Appoints TIG, and TIG agrees to act, as a research and administrative facility, in respect of personal, regulated, insurance advice, to the IFA. and the Referred Clients.

3.2 TIG will source and place appropriate protection contracts on behalf of the IFA. for the Referred Clients and such business will be submitted using TIG's FSA number.

3.3 TIG will act on behalf of the Referred Client and the IFA. on a **limited advice basis only**.

3.4 The IFA. may continue to place business direct subject always to clause 10, and is under no obligation to use TIG's services.

4. FSA Rules

- 4.1 The IFA. agrees to be bound by the FSA Rules as amended from time to time, and undertakes to fulfil its responsibilities with regard to all FSA Conduct of Business Rules. The IFA. undertakes to fully and effectively indemnify TIG against any costs, claims, damages or expenses arising out of any breach of these requirements provided that the breach has no resulted from any action or inaction by TIG.
- 4.2 The IFA. agrees to meet its requirements with regard to Anti Money Laundering Guidance, and the identification of any Referred Clients. The IFA. undertakes to fully and effectively indemnify TIG against any costs, claims, damages and expenses arising out of any breach of these requirements provided that the breach has not resulted from any action or inaction by TIG.
- 4.3 TIG agrees to be bound by the FSA Rules as amended from time to time, and undertakes to fulfil its responsibilities with regard to all FSA Conduct of Business Rules. TIG undertakes to fully and effectively indemnify the IFA. against any costs, claims, damages or expenses arising out of any breach of these requirements provided that the breach has no resulted from any action or inaction by the IFA..

5. Client

- 5.1 TIG acknowledges that, at all times, any Referred Client will remain a client of the IFA. and will, at no point, be regarded as a client of TIG other than in relation to the extent required for the giving of limited advice by TIG . TIG will make no attempt to solicit business from a Referred Client, except with the express written agreement of the IFA.. TIG will be entitled to deal directly with the Referred Client for the purposes of obtaining suitable terms on the Introduced case(s). This will include but is not limited to full medical screening via telephone, email, fax, sms, and written communication or in person. It may also include the completion of an online application or an application via the post.
- 5.2 TIG undertakes not to disturb the professional relationship that exists between the IFA. and the Referred Client in any way.
- 5.3 TIG will maintain regular updates, as agreed in advance, with the IFA. in relation to the progress of transactions for the Referred Client.
- 5.4 After the relevant policy contract has been completed TIG will not object, and with assist if required, in transferring the client back to the introducing IFA.'s life provider agency.

6. Professional Indemnity Insurance

- 6.1 The IFA. will maintain adequate Professional Indemnity Insurance in respect of its business.
- 6.2 TIG will maintain adequate Professional Indemnity Insurance in respect of its business.

7. Authorities

- 7.1 TIG shall not, pledge or engage the credit of the IFA. nor purport to act on behalf of the IFA. other than as specifically permitted by this Agreement.
- 7.2 All costs and expenses whatsoever incurred by TIG in carrying out its business shall be the responsibility of TIG unless the IFA. shall first otherwise have given express written agreement to meet these costs and expenses.

8. Relationship with Authorities

- 8.1 The IFA. and TIG undertake to maintain appropriate licences under the Consumer Credit Act 1974 and relevant registrations under the Data Protection Act 1998 and any legislation replacing or amending the same.
- 8.2 The IFA. and TIG will undertake to meet all requirements of the Data Protection Act 1998, and any subsequent legislation replacing or amending the same, in respect of Referred Clients.
- 8.3 The IFA. and TIG will fully and effectively indemnify each other against costs, claims, damages and expenses arising out of any failure by the offending party to comply fully with the Data Protection Act 1998, and any legislation amending or replacing same.

9. Reporting

- 9.1 The IFA. and TIG each agree with the other to report any event which could affect the registration of either party for Arranging Deals in Regulated Business under the Financial Services & Markets Act 2000 or any legislation amending or replacing the same.
- 9.2 The IFA. and TIG shall immediately notify each other in writing in the event that either party or any of its staff has been:
 - 9.2.1 arrested, charged or convicted in connection with an offence involving fraud or other dishonesty, or under legislation relating to banking, building societies, companies, consumer credit, credit unions, friendly societies, industrial and provident societies, insolvency, insurance or other financial services;
 - 9.2.2 convicted of any other crime punishable by a sentence of imprisonment;
 - 9.2.3 served with notice of a petition for an order in bankruptcy or of an award of sequestration against them;
 - 9.2.4 is responsible for a material breach of principle of the FSA rules, or the rules of any other regulator;
 - 9.2.5 subject to investigation by any other regulator than the FSA;
 - 9.2.6 involved in making arrangements with creditors with regard to private or business debts.
 - 9.2.7 discovered to be disqualified from being employed or engaged in connection with investment business, or with certain kinds of investment business, under a disqualification direction.

10. Duplication and Restriction

- 10.1 Once a client has become a Referred Client then the IFA. shall not attempt to place relevant business direct in relation to that Referred Client. However, should TIG be unable to secure acceptable terms within 3 months then this clause shall no longer apply and the IFA. may deal freely with the Referred Client.
- 10.2 In order not to create unnecessary market duplication with Product Providers, the IFA. will notify TIG in writing of any previous or current attempts to place the case.

11. Commission & Fees

- 11.1 TIG agrees to pay the IFA a maximum of 50% of the net commission received by TIG no more than 21 days after receipt of cleared funds.
- 11.2 The IFA and TIG will remain responsible for their element of any commission clawback, in respect of any Referred Client. This clawback liability will be dealt with in accordance with the existing agreements between the IFA or TIG.
- 11.1 Where the IFA. charges the client a fee, clause 11.4 applies.
- 11.4 If the case is fee based, the IFA. must notify TIG at the outset. To assess the case TIG will charge the IFA. a fee of £65.00 payable by cheque. The cheque must be received within 7 days of assessment and will be held by TIC and not presented. Should the case be accepted and go on risk the cheque will be returned to the IFA. Should the case not go on risk the cheque will then be banked by TIG in settlement of the assessment charge.

12. Client Records

- 12.1 The IFA. maintains responsibility for holding client records relating to Referred Clients in accordance with FSA Rules in respect of their involvement with the Referred Client.
- 12.2 TIG maintains responsibility for holding client records relating to Referred Clients in accordance with FSA Rules in respect of their involvement with the Referred Client.

12.3 TIG undertakes to provide copies to the IFA. of any information relating to the Referred Client where required.

13. Termination without Notice

13.1 This Agreement shall be immediately and automatically terminated should the IFA. or TIG cease to be registered under the Financial Services & Markets Act 2000 or become unacceptable to the FSA.

13.2 This Agreement shall be immediately and automatically terminated should the IFA. or TIG be found in material breach of FSA Rules.

13.3 This Agreement shall be immediately and automatically terminated should the IFA. or TIG fail to maintain adequate Professional Indemnity Insurance. TIG or the IFA. may at any time request that the other party provide evidence that they have adequate Professional Indemnity Insurance.

13.4 This Agreement may be terminated in writing by TIG, without notice, should an event detailed in 9.2 occur.

13.5 This Agreement may be terminated in writing by the IFA., without notice, should an event detailed in 9.2 occur.

13.6 This Agreement will automatically terminate if the IFA. ceases to be authorised by the FSA.

14. Term and Termination on Notice

14.1 This Agreement shall commence on the date at the top of this Agreement and shall continue unless and until terminated pursuant to Clause 13 or by any of the parties giving not less than 30 days written notice to the other.

15. Effect of Termination

15.1 In the event of termination of this Agreement for whatever reason commission shall continue to apply. In particular, but without limiting the foregoing if the reason for termination is 13.6 then no such payments will be payable.

16. General

- 16.1 Notice may be given by either party by letter addressed to the other party at its registered office for the time being in the case of a company or the last known address in the case of an individual or partnership and any such notice given by letter when posted shall be deemed to have been given 48 hours after posting or, if delivered by hand then upon delivery or if sent by facsimile or electronic mail then at the time of despatch and in proving service it shall be sufficient to prove the letter was properly addressed and delivered or posted (as the case may be) or in the case of a facsimile or electronic mail transmission that the same was duly dispatched to the correct facsimile number or electronic mail address of the addressee for the said address for service (with correct answerback).
- 16.2 The Agreement shall be governed by English Law and the parties hereby submit to the non-exclusive jurisdiction of the English courts.
- 16.3 This Agreement constitutes the whole agreement between the parties hereto relating to its subject matter and supersedes all previous agreements (in the absence of fraud) and it is expressly agreed and declared that no variation hereof shall be effective unless in writing between the IFA. and TIG.
- 16.4 If any part of this Agreement is held to be void or voidable by any court or other authority the remainder of the agreement not so held will remain valid.
- 16.5 Nothing in this Agreement shall constitute a partnership or joint venture between the parties hereto.

17. Definitions

Anti Money Laundering Guidance means any rules, requirements or guidance relating to the prevention of money laundering activities which may be issued by the FSA, the Joint Money Laundering Steering Group or any successor organisation, or as may be required by law as amended from time to time.

Arranging Deals in Regulated Business means the definition given to the activity within the FSA Handbook as amended from time to time.

FSA means the Financial Services Authority and any successor organisations.

FSA Conduct of Business Rules means the rules of the FSA or any successor organisations specifically contained within the FSA Conduct of Business Sourcebook.

FSA Rules means the rules of the FSA or any successor organisations as amended from time to time.

Initial Commission means commission, which is paid by Product Providers on an indemnity or non-indemnity basis.

Product Provider means a firm, which is a long-term insurer, a friendly society or an operator of a regulated collective investment scheme or an investment trust savings scheme.

Referred Client means any client referred to TIG by the IFA., for whom TIG undertake to try to source and place an appropriate protection contract for.

Renewal Commission means commission paid to the servicing agent, which is not initial commission.

Signed

Print Name (IFA.)
(The IFA. or Director if Ltd company)

Signed

Print Name (TIG)(Director, TIG)