

Terms of Business Agreement

An Agreement dated 2023 governing the conduct of Insurance Business between:

MeteorWrite Limited

13 Purdeys Way, Purdeys Industrial Estate, Rochford, Essex, SS4 1ND

(the Company)

And

(the Broker)

1. Status of MeteorWrite, BUA and DFI

- 1.1 MeteorWrite Limited is Authorised and regulated by the Financial Conduct Authority and their reference number is 937098. MeteorWrite's registered and office address is 13 Purdeys Way, Purdeys Industrial Estate, Rochford, Essex, SS4 1ND. The MeteorWrite Co Reg No is 12138436. MeteorWrite policies are arranged by Blagrove Underwriting Agency Ltd (BUA).
- 1.2 Blagrove Underwriting Agency Ltd (BUA) is Authorised and regulated by the Financial Conduct Authority and their reference number is 511162. BUA's registered address is 1, Westferry Circus, Canary Wharf, London E14 4HD and their offices are at 34 Lime Street, London EC3M 7AT. The BUA Co Reg No is 04209302. For the purposes of this agreement, BUA has delegated underwriting authority to bind motor **insurance policies**.
- 1.3 Direct Fleet Insurance Services Ltd (DFI) is Authorised and regulated by the Financial Conduct Authority and their reference number is 788712. DFI's registered address is 1, Westferry Circus, Canary Wharf, London E14 4HD and their offices are at 34 Lime Street, London EC3M 7AT. The DFI Co Reg No is 05816268. For the purposes of this agreement, DFI is acting as the administrative arm of BUA for the placement of motor **insurance** business with MeteorWrite by **the Broker**. DFI and BUA share the same ownership.

IT IS HEREBY UNDERSTOOD AND AGREED THAT:

2. Interpretation and Definitions (appearing in bold in this agreement)

“Client” means a person who is a **policyholder** or potential **policyholder**.

“Client Money” has the meaning ascribed to it in the **FCA Handbook Glossary**

“Contract of Insurance” means a non-investment **insurance** contract as defined in the **FCA Handbook Glossary**

“Data Controller” has the meaning set out in Data Protection Laws

“FCA” means the Financial Conduct Authority or any successor body empowered with regulating **Insurance Mediation Activity**.

“Insurance Mediation Activity” has the meaning ascribed to it in the **FCA Handbook Glossary**.

“Insurance” means non-investment **insurance** business which is carried out or effected within the **Territory**, which is underwritten by or through **The Company** for various periods.

“Insurer” means the person authorised to carry out or effect general **insurance** business in the **Territory** and who has provided the **Policy** and with whom **The Company** has placed the **Insurance**.

“IPT” means **Insurance Premium Tax**.

“Personal Data” has the meaning set out in the Data Protection Laws

“Policy(ies)” means any document(s) evidencing or forming part of a **contract of insurance** provided by **The Company** or the **Insurer** in accordance with this Agreement and **“Policyholder”** shall be construed accordingly.

“Services” means any service undertaken by **The Intermediary** for **Clients** amounting to **Insurance Mediation Activity**.

“Territory” means England, Wales, Scotland, the Channel Islands, the Isle of Man, and Northern Ireland

3. Scope

- 3.1 The purpose of this Agreement is solely to set out the rights and obligations of the Parties only in respect of the matters specifically addressed in the Agreement. To the extent that any matters relating to the relationship between the Parties are not expressly addressed in this Agreement, they remain unaffected and unaltered by this Agreement.
- 3.2 Nothing in this Agreement overrides **the Broker’s** duty to place the interests of its **client** before all other considerations nor shall this Agreement override any legal or regulatory requirements (whether obligatory or advisory) which may apply to **the Broker, the Company**, or the placing of any **Insurance** business.

- 3.3 This agreement is for risks based in England, Wales, Scotland, Northern Ireland, The Channel Islands & The Isle of Man.
- 3.4 This agreement shall be governed and construed in accordance with the laws of England and Wales.
- 3.5 **The Company** will accept or decline any proposal or renewal for **insurance**, or continuation of cover for an existing **policy**, at their sole discretion, unless otherwise agreed in writing.
- 3.6 This Agreement is assignable only with the consent of all parties.
- 3.7 In the case of this Agreement being granted to more than one person **the Company** shall be entitled to assume that they are in partnership, and may deal with any one of them, or any person subsequently admitted into that partnership, in relation to all matters relating to this Agreement.

4. The Broker's Obligations and Representations

The Broker represents and warrants that none of the events outlined in Clause 15 have occurred or are ongoing as at the date hereof.

The Broker represents and warrants that it acts directly for the **client** and that no other Intermediary has any involvement in any part of the arrangements for which **the Broker** is requesting **the company's** assistance in arranging. No delegation of any benefit, obligation or responsibility contained in this agreement to any other party is permitted other than as specifically granted in this agreement.

The Broker warrants that it shall:

- a) perform the **services** to a high standard in accordance with the responsibilities placed upon it by the rules and guidance of the **FCA** with utmost integrity and shall act with due skill, care and diligence in the course of providing the **services** and will treat its customers fairly;
- b) secure and maintain any and all licenses that may be required by applicable law or convention in the performance of the obligations under this Agreement;
- c) develop, maintain, and retain proper files containing all information relevant to any and all **clients** and **policies** and all obligations placed upon **the Broker** pursuant to this Agreement;
- d) comply fully with the rules and regulations, including those which relate to Financial Sanctions, of any governmental or non-governmental agency or department, and specifically the **FCA**, or any successor body having jurisdiction over any of the matters pertaining to this agreement;
- e) comply with all applicable data protection laws and regulations relating to the use, processing and storage of data.
- f) submit to **the Company** such proposal forms, claims experience or other documents requested by **the Company** in a timely manner and shall recognise that the issue of the **policy** will not occur until all relevant documentation has been received and **the Broker** agrees that the **FCA** requirement for prompt issue is dependent upon receipt of all documentation required. Further, **the Broker** shall ensure that any document supplied by any **insurer** that is intended to be issued to **clients**, is issued to such **clients** in good time so as to meet any regulatory requirement
- g) maintain professional indemnity insurance in force to at least the minimum level required by the **FCA**
- h) advise **the Company** promptly of any complaint about **the company's** activities and co-operate with **the Company** in dealing with such complaints
- i) carry out any such checks as it deems appropriate prior to recommending any **policy** to be provided by **the company's insurers** to any of **the broker's clients**. **The Broker** recognises that **the Company** will use reasonable endeavours to establish the financial standing of **insurers** it uses but will not accept any liability if they fail to meet their obligations to any **client**
- j) pay to **the Company** all net premiums, fees, and Insurance Premium tax as may become due on or before the due date shown on our invoices. For the avoidance of doubt, we are under no obligation to

- fund premiums and will not do so. **The Broker** is responsible for any prejudicial action taken by any **insurer** due to non-payment by it of premiums and IPT by the due date
- k) be responsible for any and all advice given to any **client** and will comply with **FCA** rules and guidance in giving such advice including, but not limited to, matters relating to a fair presentation of the risk, unusual or onerous **policy** terms, or extent of cover in relation to the **Clients'** needs.
 - l) fulfill its responsibilities under any legislation relating to financial crime including, but not limited to, the Money Laundering Regulations 2007, the Joint Money Laundering Steering Group guidance notes, and the Asset-Freezing Act 2010, and the provision of any necessary identity checks
 - m) to put in place and maintain adequate systems and controls to ensure that any conflicts of interest are managed and that it meets the provisions of the Bribery Act 2010.
 - n) notify **the Company** in the event that **the Broker** becomes aware that it has, or will, breach any of the regulatory requirements where such breach might have a material effect upon the performance of this agreement
 - o) not use any logo, brand name, or trademark belonging to either **the Company**, or any of the **insurers** used by **the Company**, or to purport to represent **the Company** or any of the **insurers** save as agreed in this agreement, or to create or distribute any advertisement using either the name of **the Company** or any **insurer** without the prior agreement in writing of the owner of such logo, brand name, or trademark

5. Financial Conduct Authority

5.1 References in this document to **FCA** and/or the Rules appearing in this Agreement refer to:

- (a) The Financial Conduct Authority and/or its rules; and
- (b) Any subsequent additions, amendments and revisions made to them, or any replacements of them; and
- (c) Any other regulatory or legal requirement.

All of the above shall be binding on **the Broker** and **the Company**.

- 5.2 **The Broker** is responsible for complying with the rules that apply to the conduct of **the Broker's** business when acting on behalf of **the Company** under this Agreement, or under any additional authority, or Binder agreed between **the Company** and **the Broker**.
- 5.3 **The Broker** will ensure that any documentation, advertising or promotional material that **the Broker** produces or commissions independently without the written Agreement or approval of **the Company** complies with the rules.
- 5.4 **The Company** will be responsible for compliance with the rules in respect of any regulated activities undertaken by **the Company** in dealing with customers under this Agreement, for any instructions issued to **the Broker** by **the Company** and for any documentation, advertising or promotional material produced by **the Company**, or produced by written Agreement with **the Broker** and approved by **the Company**.
- 5.5 **The Company** must be notified immediately if there is any change to **the Broker's** regulatory status.
- 5.6 If **the Broker** becomes aware of any actual or pending compliance investigation by the **FCA** where it involves commercial business transacted with **the Company** and relates to a breach of the rules, or of any actual or pending disciplinary action by the **FCA** where it involves commercial business transacted with **the Company**, **the Broker** must notify **the Company** immediately.
- 5.7 If **the Company** becomes aware of any actual or pending compliance investigation by the **FCA** into any matter in which **the Company** is involved and where it relates to a breach of the rules, or of any actual

or pending disciplinary action by the **FCA** involving **the company**, **the Company** must notify **the Broker** immediately.

- 5.8 If **the Broker** is aware that their capital resources fall below, or are likely to fall below, **FCA** capital resource requirements at any time **the Broker** must inform **the Company** immediately.
- 5.9 Upon request **the Broker** must supply **the Company** with a copy of **the Broker's FCA** Retail Mediation Activities Return (RMAR) and a copy of the latest bank account trust letter.

6. Risk Transfer and Client Money

- 6.1 **The Company** shall act as the agent for the **insurer** in accordance with the **insurer's** risk transfer arrangements. **The Broker** will be the agent of **the Company** for the payment of premiums which are, or will become, payable to **the Company** and must comply with all of the conditions documented in this agreement.
- 6.2 Monies **the Broker** receives from the customer will be deemed as paid to **the Company** when **the Broker** receives them from the customer and any monies will be deemed as paid to the customer when monies from **the Company** for the customer are paid by **the Broker** to the customer.
- 6.3 Money held by **the Broker** as agent for **the Company** may be co-mingled with **client money** in a Statutory or Non-Statutory Trust in strict accordance with **FCA** rules from time to time in force, unless the **insurer** advises otherwise, in which case, **the Company** will immediately inform **the Broker**.
- 6.4 Where **the Broker** does not hold **client money**, then premium monies and **IPT** (including refunds of premium) are held as agent of **the Company** and subject to Risk Transfer.
- 6.5 All monies and **IPT** must be held in trust for **the Company** in a segregated bank account with an Approved Bank (designated as an **insurance** broking account or **insurance** bank account) and may be co-mingled with other **insurer** and **client** monies in this bank account. **The Broker** must ensure at all times that such monies are easily identifiable as being held on trust for the **insurer**.
- 6.6 **The Company** and the **insurer** consent to their interests in money held by **the Broker** in a Statutory or Non-Statutory Trust account containing **client money** being subordinated to the interests of **the Broker's** other clients.
- 6.7 **The Broker** is entitled to retain any interest earned on Premiums held on our behalf.
- 6.8 **The Broker** will supply **the Company** on request copies of all documents constituting the trust or the **Insurance** Broking Account and thereafter copies of any amendments to such documents.
- 6.9 **The Broker** is strictly prohibited from further delegation or assignment or sub-contract of any functions delegated to them by **the Company**.
- 6.10 **The Company** will give 30 days' notice if the Risk Transfer Facility is to be terminated.

7. Commission

- 7.1 **The Company** will allow **the Broker** commission on **insurance** business transacted and completed with **the Company**, so long as **the Broker** retains control of the business.
- 7.2 Commission rates are allowed on gross premiums, exclusive of any taxation. These rates are applicable unless an additional arrangement is made with the full agreement of **the Company** and **the Broker**.
- 7.3 Commission on any business will become due and payable to **the Broker** on collection of the premium from the customer and/or producing broker concerned, or on collection of the premium from any party funding the premium on behalf of the customer, or on acceptance by **the Company** of a mandate to pay the premium via **the Company's** own premium payment arrangements.
- 7.4 Any additional fees allowed or add-ons provided to the customer, as listed in the schedules or otherwise detailed in writing, are supplementary to and do not form part of the commission.
- 7.5 For all classes of business, should **the Company** refund all or part of a premium for a risk or risks not incurred, the amount of commission in respect of that refund shall be repayable by **the Broker** to **the Company**.

8. Credit and Payment

- 8.1 **The Broker** will be responsible for preparation of a statement of account (which may be contained in writing, or direct on-line communication to computer terminal, or any other method of communication which may be agreed by **the Company** and **the Broker**) and, unless otherwise agreed, the statement shall be the basis of accounting transactions between **the Company** and **the Broker**. **The Broker** must reconcile this against **the Company's** electronic statement and process remittance in settlement of the account in accordance of the agreed terms of credit, which shall be 25 calendar days from the end of the month to which the statement of account relates.
- 8.2 The settlement period will apply to all premiums other than for any specific **policy / policies** where special premium payment arrangements are made by **the Company**. Any changes to credit period will require a minimum of one month's notice to **the Broker** by **the Company**.
- 8.3 **The Company** shall at its discretion request from **the Broker** prior to the expiry of the period of credit (but not earlier than 25 days following inception) confirmation of the premiums it has received and **the Broker** shall provide this information as soon as reasonably practicable following such request. Where **the Broker** has not received the premium, **the Company** may request confirmation that the insured has arranged premium finance and **the Broker** will endeavour to obtain documentary evidence of the finance agreement for **the Company**.
- 8.4 Where **the Broker** has been unable to collect the premium within the credit terms **the Company** may agree to remain on risk for a further period or to cancel the relevant **insurance** contract unless **the Broker** accepts responsibility for payment of the premium.
- 8.5 Where **the Company** cancels the **insurance** **the Company** and **the Broker** shall co-operate to recover from the insured any applicable Time on Risk charge.

9. Premiums

- 9.1 **The Broker** undertakes not to issue any cover note, **insurance policy**, receipt, confirmation of renewal or endorsement to a customer unless the relevant premium has been paid, otherwise **the Broker** will remain liable for payment of the net premium to **the Company**.
- 9.2 If **the Broker** does not obtain payment of the required premium from the customer, or from the third party funding the premium on behalf of the customer, within 30 days of:
- (a) Commencement of the **insurance** cover or adjustment or
 - (b) Calculation / agreement of the final premium to be levied.

The Broker will notify **the Company** immediately.

On receipt of such notification **the Company** may agree to remain on risk for a further period, or cease cover thereafter unless **the Broker** accepts responsibility for payment of the premium.

- 9.3 **The Broker** must comply with any instructions given by **the Company**. If such instructions are not followed, **the Broker** will become liable for immediate payment of the net premium and premium taxes therein.

10. Authority

- 10.1 Unless specifically authorised in writing by **the Company**, **the Broker** has no authority to sign documents on behalf of **the Company** (except only receipts for premiums on the official forms issued by **the Company**), to make markings of any kind on the **policies** or in any other way whatever to make arrangements binding **the Company**.
- 10.2 **The Broker** will pass any material information provided by a customer, in accordance with the terms of the **insurance** contract, immediately to **the Company**.
- 10.3 In all cases for a commercial risk where a **policy** / endorsement is not taken up or ceases to be continued, unless otherwise specified in this Agreement, **the Broker** will return the **policy** endorsement, renewal lapse advice or receipt and certificate of **insurance** to **the Company** for cancellation, with the reason noted on it, immediately upon receipt of these instructions from the Customer.
- 10.4 Unless specifically authorised in writing by **the Company**, **the Broker** may not enter into any agreement to delegate or contract out to another party, any of the activities undertaken by **the Broker** in pursuance of the duties delegated to **the Broker** under this agreement.
- 10.5 When giving any quotation or indication of cover provided by **the Company's policies**, **the Broker** will ensure that up to date rating guides / literature supplied by **the Company** are used. Any changes notified to **the Broker** by **the Company** must be brought into use as defined in **the Company's** notices to **the Broker**, and any obsolete rating guides / literature must be destroyed or returned to **the Company** as required by such notices.
- 10.6 A **policy** can only be cancelled by **the Company**, unless **the Broker** has been authorised in writing by **the Company** to cancel **policies** on behalf of **the Company**. **The Broker** is authorised to accept notice of cancellation on behalf of **the Company** from their producing brokers or customers exercising their cancellation rights under **FCA** Rules and must forward any such notice of cancellation to **the Company** without delay. For essential information relating to cancellation, see paragraphs 14.1, 14.2 and 14.3.

- 10.7 A motor **policy** can be cancelled by **the Broker** on behalf of **the Company** should the producing broker or **client**:
- (a) Exercise their right to cancel their **policy** within 14 days of inception,
 - (b) Default under the credit terms offered by **the Broker**.
 - (c) Instruct **the Broker** to cancel the **contract of insurance** during the **policy** term.

The broker will need to cancel the **policy** in line with the terms and conditions set by the Road Traffic Act 1988. For essential information relating to cancellation, see paragraphs 14.1 and 14.2.

11. New Business

- 11.1 **The Broker** will present information and proposals relating to any **insurance** cover requested in the form specified by **the Company** from time to time or in such other manner as may be agreed in writing between **the Company** and **the Broker**.
- 11.2 **The Broker** will notify their producing broker or their customer (where applicable) promptly of all terms and conditions applying to the **insurance** (particularly any restrictions and exclusions), details of the items covered and the gross premium payable (distinguishing this sum from any other charge being made).
- Any further information required by **the Company** will be sought promptly by **the Broker** and notified to **the Company** immediately on receipt.
- 11.3 **The Company** will issue the **policy** and other relevant documentation promptly after conclusion of negotiations and provision by **the Broker** of all relevant information. **The Company** may authorise **the Broker** to issue these documents on their behalf.
- 11.4 The duties delegated by **the Company** to **the Broker** under this agreement or under any additional authority or binder will not be undertaken by **the Company** direct with any customer, except where 15.1 applies, unless otherwise agreed by **the Broker** with **the Company**.

12. Renewals

- 12.1 **The Broker** will pass **the Company's** renewal invitations promptly to their producing broker or their customer, where applicable, together with details of any change in the terms and conditions applying to the **insurance** or to the items covered.
- 12.2 Prior to renewal date and subject to availability of all necessary documentation and information **the Company** will issue renewal documentation, advise terms or notify **the Broker** if it is not their intention to renew, in accordance with statutory requirements.
- If **the Company** has decided not to invite renewal, **the Company** will co-operate with **the Broker** providing information held to assist **the Broker** in placing the cover elsewhere.

13. Claims

- 13.1 **The Broker** and **the Company** will ensure that no undue delay occurs in their handling, negotiation and settlement of any claims.
- 13.2 **The Broker** must notify **the Company** as soon as reasonably practicable upon receipt of notice of a claim. If **the Broker** fails to notify **the Company** in a timely manner **the Company** reserve the right to terminate this agreement. If **the Company** or the **Insurer** incur any financial loss as a result of **the**

Brokers failure to comply with this condition **the Broker** will promptly reimburse **the Company** and the **Insurer** of such loss.

- 13.3 **The Broker** is not authorised to commit **the Company** in any way or to arrange a claim settlement without the written consent of **the Company**.

14. Cancellation

- 14.1 Where a customer wishes to cancel a **policy**, **the Broker** must inform **the Company** immediately upon receipt of the cancellation instruction. **The Broker** must advise **the Company** of the effective date of the cancellation and the reason for it. **The company** will make a service charge for the cancellation. The Company will reclaim any unearned commission that has been paid to **the Broker**.
- 14.2 If **the Company** is imposing cancellation, **the Company** will give **the Broker** 7 days' notice of the cancellation. **The Company** will reclaim any unearned commission previously paid to **the Broker**.
- 14.3 If **the Broker** fails to cancel an **insurance policy** correctly and **the Company** agrees to reinstate cover and/or settle a claim under the **insurance policy**, **the Broker** will be responsible for the full Net Premium due.

15. Direct Dealings with Customers

- 15.1 To enable **the Company** to fulfil any regulatory or contractual duties to customers, on behalf of the **Insurance** Company named in the **Insurance Policy** schedule, **the Company** reserves the right to deal direct with customers whose **insurances** are arranged by **the Broker** with **the Company** in any of the following circumstances: -

- (a) If there are reasonable grounds to suspect fraud on the part of **the broker**.
- (b) Civil/criminal charges material to the operation of this Agreement.
- (c) If **the Broker** is unable to meet the **FCA**'s financial requirements, or in the event of the bankruptcy, insolvency or liquidation of **the Broker**, or on the approval by **the Broker**'s creditors of a voluntary arrangement or on the making of an Administration order in relation to **the Broker**.
- (d) If **the broker** fails, without reasonable cause, to remedy unsatisfactory conduct as requested by **the Company** in writing.
- (e) If **the broker** ceases to be authorised by the **FCA** to undertake any relevant general **insurance** regulated activities, or in the event of any serious failure by **the Broker** to comply with the Rules.
- (f) If **the Broker** is physically unable to undertake any of the duties delegated by **the Company** to **the Broker** under this Agreement or under any additional authority or Binder.
- (g) **The Company** shall use their best endeavours to notify **the Broker** of the proposed action and the reasons for it.

- 15.2 **The Company** will make every effort to contact **the Broker** and inform them prior to contacting the **client** direct for any of the circumstances detailed in 15.1.

16. Termination

- 16.1 **The Broker** or **the Company** may terminate this Agreement: -
- (a) At any time by mutual agreement; or

(b) On the expiry of 90 days written notice delivered by registered or recorded delivery post:
or

(c) Without notice if there are reasonable grounds to suspect fraud, or in the event of the bankruptcy, insolvency or liquidation of **the Broker** or **the Company**, or on the approval by creditors of **the Broker** or **the Company** of a voluntary arrangement or on the making of an Administration order in relation to **the Broker** or **the Company**; or

(d) Without notice if the authorisation by **FCA** of **the Broker** or **the Company** to undertake any general **insurance** regulated activities is terminated following any proposed or actual disciplinary proceedings for any failure to comply with the Rules, or for any serious failure to comply with the Rules in respect of any regulated activities undertaken by **the Broker** in pursuance of the duties delegated to **the Broker** under this Agreement; or,

(e) If **the Broker** or **the Company** fails to remedy any other breach of this Agreement, or any unsatisfactory conduct, within a reasonable period of **the Broker** or **the Company** notifying the other party in writing.

16.2 For the period of 12 months following termination of this Agreement, other than for terminations by **the Company** in the circumstances set out in paragraphs 16.1 (c), (d) and (e) above, the Companies will co-operate with **the Broker** in providing information necessary for placing business elsewhere.

16.3 Upon termination of this Agreement under paragraph 16.1 above, **the Company** will prepare a statement of account, settlement of which shall be by way of payment by **the Broker** or the Companies of the net balance due to the other. All known premiums for which **the Broker** would be liable under this Agreement and not included in this statement of account must also be paid to the Companies at the same time.

17. Information

17.1 **The Broker** will notify **the Company** immediately: -

(a) Of all material changes in the Directors, the Partners, or the control of **the Broker** (in particular where a shareholding of 20% or more is involved), and all changes in the name or trading name of **the Broker**.

(b) If the Proprietor, Partner, Director, or any other approved person, is convicted of a criminal offence (other than a motoring offence), or becomes subject to a Court Judgement for debt.

(c) If **the Broker's** authorisation by **FCA** to undertake one or more general **insurance** regulated activities is changed or ceases or is terminated and the reason(s) for such change/cessation/termination.

(d) Of formal termination (excluding termination for pure economic reasons) of any Terms of Business Agreement held by **the Broker** to place **insurance** with or via any other **Insurer**/intermediary.

(e) **The broker** must notify **the company** immediately if any the following change:

- Trading Name
- Brokers Address

- Additional brokers are added to your network. (We reserve the right to decline to offer Terms of Business to additional brokers).

18. Company's Property

- 18.1 **The Broker** will ensure that all books, documents, advertising and promotional material, computer software and hardware belonging to **the Company** will be available at all reasonable times to **the Company** for inspection.
- 18.2 If this Agreement is terminated or notice of termination is given, such books, documents, advertising and promotional material, and computer software and hardware must be delivered by the end of the period of notice of termination to **the Company** by **the Broker**.
- 18.3 **The Broker** shall maintain adequate records sufficient to demonstrate compliance with this Terms of Business Agreement. **The Broker** will, at all reasonable times, allow **the Company** access to **the Broker's** premises and to any records, papers, and other material and information held in any form by **the Broker** on behalf of **the Company** that **the Company** may request, for the purposes of monitoring or investigating **the Broker's** compliance with the Terms of Business Agreement or for any other audit **the Company** may reasonably require.

19. Broker / Client Relationship

- 19.1 Other than on termination by **the Company** in the circumstances set out in paragraphs 16.1(c), (d) and (e) above, **the Company** will not deliberately use information obtained from **the Broker** on business transacted under this Terms of Business Agreement to solicit, either directly, or indirectly by arrangement with another party, the **insurance** business of **the Broker's** clients.

20. Internet

- 20.1 **The Broker** is not authorised to include **the Company's** Products on an internet quotation (or similar) system without specific prior approval in writing from **the Company**.
- 20.2 If authorisation to include **the Company's** Products on an internet quotation (or similar) system is granted then **the Broker** must not alter the basis of derivation of any information within such system without specific prior approval in writing from **the Company**.

21. Registered Trade Marks

- 21.1 The "MeteorWrite Limited" and "Blagrove Underwriting Agency" names and corporate logos are registered trademarks of the Companies. **The Broker** may only use the "MeteorWrite Limited" or "Blagrove Underwriting Agency" name and corporate logo for the purposes of the activities undertaken by **the Broker** on behalf of **the Companies** in pursuance of this Agreement, unless either Company gives specific written approval for other purposes. Unless specifically authorised in writing, **the Broker** may not use the corporate logos on any documents or materials produced independently by or on behalf of **the Broker**.
- 21.2 On termination of this Agreement **the Broker** will stop using documentation or other materials bearing the "MeteorWrite" or "Blagrove Underwriting Agency" names and/or corporate logos and return to **the Companies** any such documentation and materials provided to **the Broker** by the Companies. After such termination **the Broker** may only use the "MeteorWrite" or "Blagrove Underwriting Agency" name and corporate logos for the purpose of concluding any matters **the Broker** is required or permitted to handle and/or run off for **the Company**.

22. Data Protection

22.1 The parties confirm that Blagrove Underwriting Agency Ltd (BUA) is a **Data Controller** in relation to any **Personal Data** transferred between the parties under this agreement. Each party shall comply with its obligations as a **Data Controller** under the Data Protection Laws.

22.2 **The Broker** will:

22.2.1 maintain all notifications in terms of the Data Protection Act 1998, as amended or re-enacted from time to time (the "DPA"), which are required for or otherwise appropriate to the performance of its obligations under this Terms of Business Agreement (which shall include, for the avoidance of doubt, any other supplemental agreement between **the Broker** and any of **the Company**).

22.2.2 in the performance of this Terms of Business Agreement, at all times comply with the DPA (including without limitation the data protection principles set out in the DPA) and with guidelines and guidance notes issued from time to time by the Information Commissioner.

22.3 **The Company** and **The Broker** warrant and undertake to each other that they will:

22.3.1 Act only on the instructions of the other party in relation to any **personal data** that they process on behalf of the other party.

22.3.2 Ensure that, in respect of any **personal data** processed on behalf of the other party, appropriate technical and organisational measures are taken against unauthorised or unlawful processing of such **personal data** and against accidental loss or destruction of, or damage to, such **personal data**.

22.4 When disclosing and/or transferring any **personal data** to **the Company**, **the Broker** shall be deemed to warrant and confirm to **the Company** that:

22.4.1 As far as it is aware, **the Broker** is not subject to any prohibition or restriction that would restrict or otherwise affect the liability of **the broker** to disclose or transfer that **personal data** to **the Company**.

22.4.2 As far as it is aware, any such disclosure or transfer will not give rise to any breach of any provision of the DPA, any duty of confidentiality, any intellectual property rights of a third party, or any contractual obligation on the part of **the Broker**.

22.4.3 The **personal data** is accurate and up to date.

22.4.4 it has obtained the consent of the data subjects to (i) transfer the **personal data** to the other party and (ii) enable the other party to process the **personal data** and it will inform the other party when a data subject withdraws or amends this consent; and data subjects have been provided with a privacy notice on its behalf and on behalf of the other party which allows the other party to process the **personal data** as contemplated in this agreement.

22.5 Any **personal data** required or held by **the Company** relating to **the broker**, including details of the director(s) and other officer(s) or the partners/proprietor and any employees, producing brokers, introducers, outsourcing providers or customers, may be disclosed to other **insurers**, trade associations and regulatory bodies/organisations/authorities for the purposes of assessing further agency applications from **the Broker**, debt management and recovery and compliance with any regulatory codes/rules. **The Broker** must obtain all necessary consents for such disclosure of these data.

- 22.6 In maintaining this Agreement, **the Company** may from time to time search files made available to **the Company** by credit reference agencies for credit referencing and credit scoring purposes. Those credit reference agencies involved may keep a record of that search. Credit reference agencies share information with other organisations, enabling applications for financial products or **services** to be assessed or to assist in the tracing of debtors or to prevent fraud. Individuals have a right to access to any personal files held as permitted under the Data Protection Act 1998.

23. Security of Documentation

- 23.1 If **the Broker** holds any of **the Company's** documentation, which could be used to provide proof of cover these must be kept in secure storage, other than when issuing such documentation. The secure storage is to be a locked cupboard, cabinet or desk, which does not carry any indication of these contents, and with keys held by responsible, nominated individuals. Procedures are also to be in place to enable prompt identification of missing or lost documentation.
- 23.2 Loss of any cover note or any book of cover notes must be reported to **the Company** immediately, with details of the serial numbers involved. Theft of or fraudulent use of any cover note or any book of cover notes must be reported to the Police at the same time, with details of the serial numbers involved, and a note of the Police crime reference number is to be passed on to **the Company**. **The Broker** must apply similar reporting procedures to any other of **the Company's** documentation held which could be used to provide proof of cover.

24. Force Majeure

- 24.1 No party to this Agreement shall be liable to the other for any delay or non-performance of its obligations under this Agreement (other than payment obligations) arising from any cause beyond its reasonable control including but not limited to fires, flooding, strikes (of its own or other employees) civil commotion, embargoes, acts of terrorism, delays in transportation, failure of any utility, electricity or telecommunication supply, inability to obtain supplied or raw materials, requirement or regulation of any civil or military authority ('Event of Force Majeure').
- 24.2 Each of the Parties shall give notice to the other as soon as reasonably possible upon becoming aware of an Event of Force Majeure such notice to contain details of the circumstances giving rise to the Event of Force Majeure and, where possible, an estimate of the expected delay.
- 24.3 If a default due to an Event of Force Majeure shall continue for more than 10 weeks then the party not in default shall be entitled to terminate this Agreement with immediate effect. Neither party shall have any liability to the other in respect of termination of this agreement as a result of an Event of Force Majeure.

25. Variation

- 25.1 Any variation to this Agreement must be mutually agreed in writing and signed by **the Broker** and **the Company** and, as far as possible, a reasonable period of notice will be given before such changes become operative.
- 25.2 Should an agreement not be reached, **the Company** reserves the right to give a minimum of three months written notice to **the Broker** of any variations.

26. Complaints

- 26.1 If **The Broker** or any **Client** has any cause for complaint they should in the first instance contact the Director of Operations (MeteorWrite Limited) at the address shown on the Website, preferably in writing. The matter will then be dealt with in accordance with **The Company's** complaints procedures.

If the matter relates to an **Insurer**, then the complaint may also be taken up with **The Insurer**. In such circumstances **The Company** will provide full details of the appropriate contact at **The Insurer**.

27. EDI Terms (for Personal / Commercial Lines General Insurance Business)

- 27.1 If **the Broker** trades with **the Company** electronically, the following terms will apply to any such business. This Terms of Business Agreement will otherwise also apply in the same way as for any other business transacted between **the Broker** and **the Company**.

Definitions

“Message” – Data transmitted electronically between **the Broker** and **the Company**, including any part of such data.

“Transaction Log” – A complete record of the Messages sent and received by **the Broker**.

“System” – The electronic trading system(s) that **the Broker** is authorised to use under 28.2 below.

“Software House” – The supplier(s) of the System.

28. Operating Procedures

- 28.1 **The Broker** must comply with the procedures laid down by **the Company** from time to time.
- 28.2 **The Broker** is authorised to use the **system** for trading with or on behalf of **the Company** where such authorisation is given from time to time by **the Company**.
- 28.3 **The Company** reserves the right to suspend or to withdraw **the Broker’s** authority to use the electronic trading facilities immediately on delivery of a notice in writing to **the Broker**.
- 28.4 The **system** must be kept up to date at all times with the latest releases of software received from the **Software House**, by the effective date of each such release. Failure to do so will invalidate any guarantees that apply to the **insurance** risk.
- 28.5 **The Broker** will ensure that the **system** containing data on **policies** underwritten by **the Company** is operated and maintained in a serviceable condition and in accordance with any instruction/guidelines issued by the **Software House**.
- 28.6 **The broker** must make a **system** connection at the end of each business day, so transmissions are sent to **the company** on the day of sale.
- 28.7 A permanent record of the EDI file must be kept by **the broker**, including the quotation with the date and time specified, a signed proposal form, MTA documentation, and other supporting information relating to the risk.

29. Security

- 29.1 **The Broker** will ensure that access to data relating to the business underwritten by **the Company** is restricted to individuals in the employment of **the Broker** and who need to have this access, or other persons specifically authorised by **the Company**.

30. Authenticity of Messages

- 30.1 Each **message** must identify the sender and recipient(s) and must include a means of verifying the authenticity of the **message**, either through a technique used in the **message** itself or by some other means as provided for in the procedures laid down by **the Company**.

- 30.2 **The Broker and the Company** may by agreement, also use higher levels of authentication to verify and **message**.

31. Integrity of Messages

- 31.1 **The Broker and the Company** will ensure that any **message** sent to the other is complete, accurate and secure against being altered in the course of transmission. Subject to 31.2 and 31.4 below, the sender will be liable to any other person for the direct consequence of any failure to perform the sender's obligation under this clause.
- 31.2 **The Broker and the Company** each accept the integrity of any **message** and agree to accord each **message** the same status as would apply to any document or to information sent other than by electronic means, unless such **message** can be shown to have been corrupted because of technical failure of any computer, computer system or transmission line.
- 31.3 Where there is evidence that a **message** has been corrupted, or if any **message** is identified as incorrect, it will be re-transmitted by the sender as soon as possible, with a clear indication that it is a corrected **message**. No liability of the sender from failure to comply with this clause will arise if 31.4 below applies.
- 31.4 Notwithstanding 31.1 and 31.3 above, the sender will not be liable for the consequences of any incomplete or incorrect transmission if the error is or should be, in the circumstances, reasonably obvious to the recipient. The recipient must notify the sender immediately of any such error.
- 31.5 If the recipient has reason to believe any **message** is not intended for him/her/it, the recipient must notify the sender and delete from the **system** the information contained in the **message**, but a record must be kept of its receipt.

32. Back-up, Recovery and Re-transmission

- 32.1 **The Broker** will take sufficient back up from the **system** to ensure uninterrupted customer service without loss of data.
- 32.2 **The Broker** must make suitable alternative provisions for prompt handling of business with **the Company** in the event the **system** is disrupted or is out of use for any reason. Full details of the procedures in place must be provided to **the Company** on request.
- 32.3 The **system** must be able to store at least the last five transmissions to the **Companies**, to enable re-transmission where necessary.

33. Confirmation of Receipt of Messages

- 33.1 Except where receipt of **messages** is confirmed automatically by the System, **the Company** may request **the Broker** to confirm receipt of each **message**. Any such confirmation requested is to be sent to **the Company** without delay.
- 33.2 **The Broker and the Company** will process and/or deal with each **message** received in accordance with any response times specified by **the Company** or the **Software House**, or as **the Broker and the Company** may agree. In the absence of such specification, or agreement, **the Broker and the Company** will process and/or deal with each **message** without unreasonable delay.
- 33.3 Confirmation of receipt of any message will not, in itself, give rise to any legal obligation, or confer any right on any person or constitute acceptance of any offer contained/implied in such **message**.

34. Verification

- 34.1 In order to verify **messages** sent and received, **the Broker** must maintain a **transaction log** including details, without any modifications, of all **messages** sent and received by **the Brokers**. **The Company** will not accept liability for any risk where **the Broker** cannot produce such verification.
- 34.2 The **transaction log** may be maintained on computer or by other suitable means, provided that the data can be readily retrieved and presented in a readable form on request from **the Company**.
- 34.3 **The Broker** will ensure that the **transaction log** and any reproduction made from it is correct.

35. Audit

- 35.1 All books, documents and any **message** or other data relating to business underwritten by **the Company** and held by **the Broker** will be available at all times to **the Company** or their professional advisers, or HM Customs and Excise, for inspection.

36. Liability

- 36.1 **The Broker** is responsible for the accuracy of all data input or processed by **the Broker**.
- 36.2 **The Broker** will indemnify **the Company** for any loss sustained by **the Company** resulting from any misuse or corruption of, unauthorised access to, use of or additions or alterations to any data, or any failure to keep the data up to date, unless such misuse, corruption etc. is beyond the control of **the Broker**, or **the Broker's** employees or agents. **The Broker** and **the Company** agree that the limit of indemnity shall be £2,000,000 (two million) and that this limit will apply to both parties for any claims made against each other. This limit will apply to each and every claim made.
- 36.3 If **the Broker** becomes aware of any misuse, corruption etc., as set out in 36.2 above, **the Broker** must notify **the Company** immediately.
- 36.4 **The Company** will not be liable for any loss or damage suffered by **the Broker** as a result of any delay in relaying data to **the Broker** where such delay is beyond the control of **the Company**, their agents or employees.

37. Termination

- 37.1 These terms will cease automatically in the event of the termination of **the Broker's** agency facilities with **the Company** from any cause, or if **the Company** withdraws **the Broker's** authority to transact business electronically with **the Company** in accordance with 23.3 above.
- 37.2 **The Broker** must continue to observe the provisions of 28, 29, 30, 31, 32, 33, 34, 35 and 36 above, notwithstanding any such termination, suspension or withdrawal of authority by **the Company**.
- 37.3 Within 14 days of such termination or withdrawal of authority by **the Company**, **the Broker** will provide to **the Company** all data or records held by **the Broker** relating to business underwritten by **the Company**.

MeteorWrite TOBA



Broker Signature

Print Name:

Position held in the company:

Date:

Signed on behalf of MeteorWrite

Print Name

Position held in the Company

Date

Schedule of MeteorWrite Admin Fees

Standard Private Car and CV

New Business Fee - £50
MTA Fee – £30
Non-Disclosure Fee – £30
Cancellation Fee - £50
Renewal Fee - £30

High Net Worth Private Car (which includes breakdown in the policy)

New Business Fee - £65
MTA Fee – £30
Non-Disclosure Fee – £30
Cancellation Fee - £50
Renewal Fee - £30

Multi-Vehicle

New Business and Renewal Fees – amount to be agreed at quote stage

Sports/Personality Private Car

New Business Fee - £65
MTA Fee – £30
Non-Disclosure Fee – £30
Cancellation Fee - £50
Renewal Fee - £30

Schemes Private Car and CV

New Business Fee (scheme dependent) – No less than £7.50
MTA Fee - £15
Non-disclosure Fee - £15
Cancellation Fee (scheme dependent) – between £30 and £50
Renewal Fee – May differ by scheme but no less than £5