

# WE ARE RGA UNDERWRITING AGENCY AGREEMENT



This is an **Appointed Agent Agreement (the "Agreement")** between **(the "Company")**, RGA Underwriting Ltd and **(the "Appointed Agent")**,

Whose principal place of business is:

RGA Underwriting is an independent insurance broker whose principal place of business is: [27 Great West Road, Brentford, London TW8 9BW](#).

RGA Underwriting Ltd, who is authorised and regulated by the Financial Conduct Authority (the "FCA") (No. 308993) is permitted to arrange insurance on behalf of a number of insurers, and provides information about all its products.

1. From a date notified to the Appointed Agent, this Agreement will apply to the conduct of General Insurance business as defined in Article 10 and Schedule 1 of the Financial Service & Markets Act 2000 (Regulated Activities Order 2001) for the classes of business shown in Schedule 3 and any related services notified and any classes of business subsequently agreed with the Appointed Agent.
2. The Appointed Agent will place business to the Company and we will use our best endeavours to assist in advising on and arranging specified General Insurance cover for a Customer (the "Customer(s)") if instructed to do so by the Appointed Agent.
3. It will be the responsibility of the Appointed Agent to obtain full information as required by the Company from the Customer.
4. The Appointed Agent shall be deemed the Agent of the Insured except as stated otherwise in this agreement.
5. The Appointed Agent must notify the Company promptly of all material information received by the Appointed Agent in respect of any risk or Insured in the form prescribed by the Company from time to time.
6. The Appointed Agent must explain to the Customer how the type of insurance cover works in general and with reference to any particular policy arranged, including warranties, restrictions and any significant conditions. Furthermore, the Appointed Agent must not confirm cover to the Customer without approval of the Company.
7. It will be the responsibility of the Appointed Agent to notify the Company immediately of any changes to cover.
8. The Appointed Agent must disclose to the Customer the identity of the Insurer and that the Company are acting on behalf of the Insurer in advising on and arranging specific cover.
9. The Company will endeavour to issue all documentation (including policy documents, renewal documents and correspondence) in good time to the Appointed Agent. The Appointed Agent must pass such documentation to the insured in good time to enable the Appointed Agent to comply with their obligations under the FCA Rules and any other statutory regulation.
10. The Appointed Agent must return all relevant documentation for early policy cancellations or cancelled confirmations of renewal to the company as soon as possible. The cancellation will be effective as of the date the request was received, unless a later date is specified.
11. The Appointed Agent must not hold themselves out to be authorised by the FCA if this is not the case.
12. Upon reasonable notice the Appointed Agent must allow the Company, any representative of the Company, or an FCA monitor access to any premises, files, records, documents, audio tapes and other material or information as the Company or FCA may request to monitor or investigate the Appointed Agents compliance with the Rules.
13. The Appointed Agent will comply with the FSMA and the FCA Rules to which they are subject in respect of their insurance mediation activities.
14. The Appointed Agent will notify the Company immediately in writing of any changes in the details held on the Company records including any changes to the Appointed Agent's FCA authorisation or exempt status.
15. The Appointed Agent will refer any complaint relating to the Company immediately following receipt and the Appointed Agent will provide the Company with copies of relevant information and documentation and any assistance necessary in dealing with the complaint.
16. The Appointed Agent will immediately refund to the Company any commission paid in respect of a premium or part premium returned to the Insured or deducted from a company instalment plan by the Company. The Company reserves the right to deduct such commission due to the Company from monies due to the Appointed Agent.
17. For the purpose of this agreement the term Commission will also include fees that may be levied by the Company in lieu of commissions being payable from a third party.
18. The Appointed Agent will receive a commission on all insurance policies sold as agreed from time to time.
19. Where as a result of the complexity/time involved in dealing with the Customer's requirements, the Company considers that the standard commission sharing basis is not appropriate, an alternative basis can be agreed with the Appointed Agent.
20. The Company undertakes to make payment of any commissions owing upon receipt or within 30 days of receipt of such funds from Insurers.
21. Commission rates may be adjusted from time to time at the discretion of the Company, but the Company will give the Appointed Agent one month's written notice of any change.
22. Subject to Clause 25 below, the Appointed Agent is entitled to commission at the rates notified to the Appointed Agent in writing from time to time, for the classes of business notified to the Appointed Agent in writing from time to time, provided that the Insured recognises the Appointed Agent as his agent at the time the insurance commences and, in the case of renewals, that the Appointed Agent has control of the business. Proof of payment of a premium by the Insured to the Appointed Agent shall be sufficient evidence of control.
23. Commission payable under Clause 24 below will be deducted by the Appointed Agent from premium (including monies due to the Company in respect of renewals and mid-term adjustments) due to the Company and will become due and payable only once the Appointed Agent has received:
  - 23.1 the gross annual premium in full from the Insured; or
  - 23.2 the gross annual premium in full from a third financing party on behalf of the Insured; or
  - 23.3 the first instalment payment payable by the Insured under a company instalment plan.
24. The period of credit is calculated from the invoice date inception date or renewal of cover date whichever is the soonest.
25. The Appointed Agent will ensure that all payments due are received by the Company within thirty (30) days of the invoice date, inception date or renewal of cover date which ever is the soonest unless otherwise agreed in writing. Payment within this period is the Appointed Agents responsibility and any breach of this obligation may enable insurers to cancel or void the Insurance Policy. If the Appointed Agent fails to settle any account within these terms then the Company may cease to make the credit facility available to the Appointed Agent and the Appointed Agent will remit all monies to the Company at the request of the Company.
26. The Company reserves the right to carry out credit searches against the Appointed Agent through credit forums or credit checking agencies or other relevant organisations regarding the Appointed Agent's credit status and, where applicable, the credit status of directors of the Appointed Agent's company or partners of the Appointed Agent's firm at any time during this Agreement.
27. The Company reserves the right to collect outstanding premiums direct from, and to issue renewal invitations direct to, an Insured, and to suspend the Appointed Agent's agency in the following circumstances:
  - 27.1 fraud;
  - 27.2 civil/criminal charges material to the operation of the business under the terms of this Agreement;

- 27.3 if in the reasonable opinion of the Company, the administration of the account is such as to prejudice the interests of Insured;
- 27.4 if the Appointed Agent ceases to hold a Part IV permission under the FCA Rules;
- 27.5 any breach of this Agreement.
28. If the Appointed Agent allows credit to an Insured, the Appointed Agent will remain liable for immediate payment of the premium in full.
29. The basis of all accounting calculations between the Company and the Appointed Agent will be the statement of account prepared by the Company and communicated to the Appointed Agent, whether in written or electronic form.
30. The Company and the Appointed Agent will use their best endeavours to agree the final premium payable by any Insured and the terms of any insurance covered by this Agreement and the Appointed Agent undertakes to promptly collect any premium (including monies due to the Company in respect of renewals and mid-term adjustments) due in respect of each policy of insurance.
31. Where it is not possible for all material information to be obtained within 15 days of inception or renewal of any insurance, the Company may require the Appointed Agent to collect from the Insured a deposit premium. Deposit premiums will be treated in the same way as other premiums under this Agreement.
32. If there is any adjustment to be made after the Appointed Agent have paid the Company the amount of any deposit premium or after the Appointed Agent have collected such deposit premium, this will be accounted for when the Company and the Appointed Agent agree it and in accordance with all applicable regulations.
33. The Appointed Agent will notify the Company in writing within 30 days of the inception date for new business and renewals and debiting date for alterations if the Appointed Agent fails to obtain a premium from an Insured. On receipt of such notification the Company will inform the Appointed Agent whether or not the Insured will remain on risk, and how to proceed. If the Appointed Agent does not notify the Company in these circumstances then the Appointed Agent will be responsible for payment to the Company of the relevant premium.
34. The Company have the right to collect outstanding premiums direct from the Insured, except where already paid by the Appointed Agent to the Company.
35. Where the Company agrees, at the request of the Appointed Agent, to settle a claim before the Company receives the premium due, the Appointed Agent will be responsible for payment to the Company of that premium.
36. The Appointed Agent shall act as the agent of the Company for the purposes of receiving premiums (including monies received for renewals and mid-term adjustments) from the Insured and the Company will bear the credit risk for all such monies received by the Appointed Agent on the Company's behalf subject to the following:
- 36.1 the Appointed Agent will only be deemed to have received such sums on the Company's behalf where the Appointed Agent is in receipt of cleared funds;
- 36.2 The Appointed Agent will hold all monies on trust for the Company in a separate Insurer Premium Account or its Client Bank Account which shall be a statutory or non-statutory trust account, established in accordance with CASS 5.4. The Company hereby consents on behalf of Underwriters to such monies being co-mingled with the Broker's other client monies held on behalf of Underwriters. The Company further consents to such funds being subordinated to those of the Broker's clients, in accordance with CASS 5.
37. The Agreement may be terminated at any time by either party giving 30 days notice in writing to the other.
38. The agreement will be terminated immediately if the Appointed Agent engages in any general insurance activities that are specifically excluded by this agreement.
39. Should this agreement be terminated at any stage, then any work in progress will be completed by the Parties and commissions or fees shared accordingly. In addition, the right of the Company to reclaim any commissions previously paid on policies that have since lapsed will not be affected by the termination of this Agreement.
40. The Company undertakes not to directly and knowingly solicit such insurance business away from the Appointed Agent during the currency of this Agreement or the termination of this agreement. The Company reserves the right to communicate directly with the insured if in the Company's reasonable opinion the administration of the account is such as to prejudice the interests of the insured.
41. On termination of this Agreement the Company will prepare a final statement of account in respect of this agreement, showing the net balance due from either party to the other. Such outstanding balance will be payable immediately. Where the Appointed Agent is aware of premiums due to the Company, which are not included in the statement of account, the Appointed Agent will pay these to the Company immediately.
42. The Appointed Agent will at the request of the Company either return or destroy all books, documents, computer software and hardware and other material belonging to the Company forthwith.
43. The Company and the Appointed Agent will comply with all our obligations under the Data Protection Act 1998 ("Act") as Data Controllers (as defined in the Act).
44. Insurance policies cancelled within 14 days are subject to a full refund. Cancellation after 14 days will be refunded pro-rata less 15% of the total premium.
45. The Company may vary the terms of this Agreement by written notice to the Appointed Agent from time to time.
46. The rights of each party under this Agreement may be waived only in writing and specifically. No failure or delay in exercising any right will operate as a waiver of it.
47. No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.
48. If any term of this Agreement is or becomes illegal, invalid or unenforceable that term shall be severed from this Agreement and shall not in any way affect the legality, validity or enforceability of any other term of this Agreement.
49. This Agreement shall be construed according to English law and the Company and the Appointed Agent submit to the exclusive jurisdiction of the English Courts.
50. The Appointed Agent shall not undertake any activity in any way that would constitute a criminal act in the jurisdiction in which it is located or doing business, which would expose the Company to any criminal sanction. It shall conduct its business in accordance with all relevant anti-money laundering, financial crime and international economic or financial sanctions legislation. They shall not accept, offer or facilitate payment, consideration, or any other benefit which constitutes an illegal corrupt practice contrary to any applicable anti-bribery legislation.

**Signed for and on behalf of RGA Underwriting Ltd**

Signature (Company Representative)

Name (Please PRINT)

**Stephen Arnott**

Position in Company

**Divisional Director**

Date

Appointed agent no.

Appointed Agent

Signature (Appointed Agent Representative)

Name (Please PRINT)

Position in Company

Date appointed