



EXTRACT OF TERMS

1. DEFINITIONS

Agency - The authority granted to the Broker subject to the provisions of this Terms of Business agreement.

Broker / you / your - Refers to the limited company, partnership, limited liability partnership or individual appointed to be a broker of the Company to arrange policies of insurance underwritten by Sabre.

Broker Data - Personal Data Processed by the Broker in relation to Customers exclusively in its capacity as a broker for a Customer and other than in its capacity in the process of selling and administering Policies under this agreement;

Change of Control - any transaction or series of transactions pursuant to which any person (who immediately prior to such transaction or series of transactions did not otherwise have control of such party) acquires control of the relevant Party;

Company / Sabre / our / we / us - Refers to Sabre Insurance Company Ltd.

Complaint - any oral or written expression of dissatisfaction, whether justified or not, from or on behalf of any person which alleges that the complainant has suffered (or may suffer) financial loss, material distress or material inconvenience relating to the provision of, or failure to provide, a financial service in accordance with the terms of this agreement.

Control - as defined in section 1124 of the Corporation Tax Act 2010.

Controller - has the meaning given to it in the Data Protection Legislation.

Customer - a Policyholder or proposed Policyholder or former Policyholder.

Data Protection Legislation – the General Data Protection Regulation (GDPR) (Regulation (EU)2016/679) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 including, without limitation, any law based on or seeking to enact or extend any such legislation and regulations in the Territory and any applicable guidance or codes of practice issued by a Regulator from time to time (all as amended, updated or re-enacted from time to time), all applicable statutes and regulations in the Territory pertaining to the Processing of personal data, including, without limitation, the privacy and security of personal data.

Data Protection Regulator - the UK Information Commissioner's Office and the European Data Protection Board, and any successor body or bodies to such organisations.

Data Subject - has the meaning given to it in the Data Protection Legislation.

Documents/documentation - All material relating to the Broker and business placed through the agency including (without limitation) policies, statements of fact, cover notes, endorsements, renewal documents, accident report forms, questionnaires, in either paper or electronic form including any software, guides, instruction manuals or bulletins and / or related data.

EDI – Electronic Data Interchange.

Effective Date – the date of signing of this agreement by the later of the parties to sign.

FCA – Financial Conduct Authority.

Final Notice - any 'final notice' issued by a Regulator if it takes action against the Broker.

Force Majeure - any circumstance not within a party's reasonable control including acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, collapse of buildings, fire, explosion and/or any labour or trade dispute, strikes, industrial action or lockouts.

Insurance Business - effecting, administering, or carrying out general insurance contracts.

Personal Data - has the meaning given to it in the Data Protection Legislation.

Personal Data Breach - a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.

Policy - an insurance policy underwritten by Sabre.

Policyholder - a person who is insured by or who has effected a Policy with Sabre through the Broker in accordance with this agreement.

PRA – Prudential Regulation Authority.

Premium - means the premium paid or payable by the Policyholder including Insurance Premium Tax (IPT).

Process, Processed and Processing - have the meaning given in the Data Protection Legislation.

Records - all records in whatever medium as such may be held in respect of this agreement including without limitation records relating to trust account arrangements, risks covered, accounts, files, documents, Policies, quotations, Documents, premiums, correspondence, information, electronic data and recordings of telephone conversations.

Regulator - any regulatory or enforcement authority concerned with the activities carried out pursuant to this agreement by all or any part of the business of any of the parties including (without limitation) the PRA, the FCA, the Data Protection Regulator and any successor body as well as the applicable regulatory and enforcement authorities in the jurisdiction in which the Policy operates.

Regulatory Requirements - all applicable legal, statutory and other rules, codes, regulations, instruments and provisions in force from time to time including without limitation practice requirements, insurance industry wide agreements and accreditation terms stipulated by any regulatory authority or body to which the parties are subject from time to time including the Regulator, the Association of British Insurers, the British Insurance Brokers' Association, and the Advertising Standards Authority and any rules, guidance and/or feedback (individual or market-wide) issued by the Regulator.

Risk Transfer Monies means as defined in clause 8(a).

Shared Personal Data – any Personal Data Processed by the Broker in the process of selling and administering Policies under this agreement (other than Personal Data in relation to its employees, agents or sub-contractors) and excluding any Broker Data.

Terms of Business agreement / TOBA / agreement - This agreement.

Territory –the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, and any other jurisdictions as may be agreed from time to time in writing by the parties and where different, the territorial limits applicable to Policies sold under this Agreement as documented in such Policies.

Year – each period of 12 months during the term of this agreement, the first such period commencing on the Effective Date.

Your staff - Any of your owners, shareholders, directors, partners, managers, members or employees.

2. APPOINTMENT OF THE BROKER

- a) We appoint you from the Effective Date to act in accordance with the terms and subject to the conditions of this TOBA until such time as the TOBA has been terminated.
- b) The TOBA authorises you to sell insurance products on behalf of the Company and may be reviewed and amended by Sabre from time to time as notified in writing. The parties agree that the appointment of the Broker is non-exclusive and applies within the Territory only.
- c) The TOBA is the only agreement between you and Sabre in relation to its subject matter and is effective from the Effective Date. This agreement supersedes all previous agreements and confirms your acceptance of its terms as set out herein. You acknowledge that, in entering into this agreement, you have not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or inaccurately) other than as expressly set out in this agreement.
- d) The TOBA and our agency facilities may not be transferred, assigned, delegated or sub-contracted by you to any third party.
- e) This agreement and any dispute or claim (including without limitation non-contractual disputes or claims) arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the Law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including without limitation non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

3. ACCEPTANCE OF INSURANCE

- a) Nothing in this agreement requires Sabre to accept any proposal for insurance or renewal of a Policy.
- b) The Broker shall ensure that all quotations for insurance which it issues on Sabre's behalf are consistent with the information set out in the proposal form or statement of fact (as appropriate).
- c) In the event that Sabre decides not to renew a Policy it will use reasonable endeavours to notify the Broker not less than 28 days prior to the expiry of that Policy and the Broker will promptly forward such notice to the Policyholder in order to ensure compliance with the Regulatory Requirements.

4. REGULATORY STATUS AND COMPLIANCE

- a) Both parties shall:
 - i. comply with the Regulatory Requirements;
 - ii. act in accordance with good industry practice relevant to the activities of an insurance broker;
 - iii. maintain all necessary authorisations and permissions under the Regulatory Requirements to carry out its activities under this agreement;
 - iv. keep and maintain full and accurate Records relating to the performance of its obligations under this agreement.
- b) Each party shall provide the other party with such assistance and co-operation as the other party reasonably requests in order to allow it to comply with the Regulatory Requirements and to assist in its investigations into fraud, suspected fraud, and financial crime.
- c) Parties shall notify each other immediately in writing of any changes that take place that may affect this agreement. These include (without limitation):
 - i. any changes to your status, registered or trading title from that recorded under this Terms of Business agreement;
 - ii. any changes to ownership, partners, members, directors or controllers or in your capital structure including (without limitation) the nature of your business;
 - iii. if or any directors, partners, members or controllers become bankrupt, insolvent, go into liquidation or receivership, have an administrator appointed or enter into composition with any creditor or if you cease to carry on business for any other reason;
 - iv. if any staff are or become subject to disciplinary proceedings instituted by a professional or other body or are convicted of any criminal offence other than a motoring offence;
 - v. If any agency or terms of business agreement which you have with any other insurer is terminated by either party;
 - vi. any events, developments or circumstances that will or are likely to have a material adverse impact on the ability to meet obligations under this agreement;
 - vii. if any authorities or permissions required to carry out activities under this agreement are suspended, varied or terminated;
 - viii. if either party commit a breach of the Regulatory Requirements;
 - ix. upon becoming aware of any matter arising out of the operation or in connection with the TOBA which has resulted in:
 - a. a Complaint being made to a Regulator; or
 - b. legal proceedings being brought against the Broker through the courts; or
 - c. a dispute with the Broker proceeding to arbitration.
 - x. Both parties shall notify each other without undue delay should they be subject to regulatory audit, the outcome of which includes adverse findings in relation to pricing of policies.

5. YOUR AUTHORITY

Unless authorised by Sabre in writing you agree that you and your staff will not:

- a) Give any consent, waiver or instruction in connection with any claim under any of our Policies.
- b) Use the Sabre logo on materials, documents or websites, including (without limitation) aggregators, without prior consent from Sabre.
- c) Vary, in any way, the terms and conditions of any of our Policies or other documentation.
- d) Use of sub-agents. You shall not appoint any representative agent or sub-agent in relation to any of your obligations that are the subject of this TOBA without the express prior written consent of Sabre. If you wish to appoint any such agent or sub-agent and we agree to that appointment:
 - i. that appointment shall be by way of an addendum to this TOBA and on terms equivalent to the terms of this TOBA; and
 - ii. you shall be, and shall at all times, remain liable for any act, error or omission by or on the part of such agent or sub-agent in relation to that appointment.
- e) You are not authorised to act as our agent whatsoever except as expressly set out in this Agreement.
- f) It is acknowledged and agreed that, on the terms and subject to the conditions of this TOBA, you act as our agent solely for the purpose of:
 - i. issuing quotations;
 - ii. placing us on risk save in respect of quotations;
 - iii. issuing Policy documentation and revised Policy documentation (as applicable);
 - iv. handling mid-term adjustments;
 - v. cancelling Policies;
 - vi. obtaining the surrender of, and retaining certificates of, insurance or declarations thereof as agreed between the parties; and
 - vii. collecting, receiving, holding and (where applicable) repaying to Policyholders Premium.
- g) It is acknowledged that you act as our agent in respect of Risk Transfer Monies, including claims payments pursuant to clause 8.
- h) In all other circumstances you are the agent of the Customer.
- i) You may cancel any Policy:
 - i. on behalf of the Policyholder; or
 - ii. on our behalf at our request;provided you do so in accordance with the terms of the Policy and/or the terms of your contract with the Policyholder, or if required to do so under applicable Regulatory Requirements.
- j) You are solely responsible for the advice and recommendations you give to Customers and for ensuring that any Policy sold to the Customer is suitable for their individual requirements.

6. OUR AUTHORITY

We are entitled to:

- a) Vary the terms and conditions of this agreement by providing you at least with 1 months' notice in writing of such variations.
- b) Where applicable vary the scales of commission payable on any Policies either future or existing by providing you with at least 1 months' notice in writing of such variation.
- c) Withhold issue of Documents and / or restrict the facilities provided to you if any sum due from you to Sabre has not been paid or we are not satisfied with your conduct of the agency or where, in our opinion, it is considered necessary.

- d) Take any action which we consider necessary to protect the interests of and / or maintain services to our Policyholders.
- e) Direct all Policyholders to another agent in the event that you cease to trade whether through bankruptcy or otherwise or liquidation or your FCA authorisation is revoked or suspended. In any other circumstance we recognise that the book of business held in your agency belongs to you and we will not solicit business using any information acquired by us from you as a result of this agreement either during the term of this agreement or for 5 years after termination.

7. ADMINISTRATION OF BUSINESS

- a) You must comply with the terms and conditions of the contract between yourselves and your software provider. These include daily connections for the purpose of sending and receiving EDI messages. Data dispatched electronically by your software house, such as rates, point of sale documentation and back office updates, should be downloaded immediately they are received.
- b) All business transactions must be processed via EDI and should be submitted on the date that the Policy comes into force to enable us to comply with the requirements of the Motor Insurance Bureau (MIB) in respect of the Motor Insurance Database (MID).
- c) You and your staff are responsible for ensuring that information put onto the software house system is accurate and that your IT systems are secure and up to date.
- d) The inception documents must be issued to the Customer to sign and date, if appropriate, and should the Customer amend any of the details, you must alter this on your software house system and issue a revised version that should again be signed and dated by the Customer, if appropriate, and attached to the original. Any amendment to the risk due to this change must also be processed through your software house system and sent to us via EDI. Amendments may produce additional or return premiums and you must ensure that you collect or refund the relevant amount.
- e) Where business is obtained via the web a proposal form or statement of fact must be produced and sent to the Customer at the earliest possible date.
- f) Proof of NCD must be produced by the Customer within 30 days of inception otherwise the additional premium becomes due.
- g) All documentation and information must be delivered to the Policyholder within a reasonable timescale.
- h) You will act promptly and strictly in accordance with the instructions contained in our documentation or other such instructions either written or verbal, which we issue from time to time.
- i) We require you to retain all statements of fact, a copy of the original quotation, any cover notes issued, proof of NCD, copy licences and any other relevant documentation for 2 years after the Policy has been cancelled or lapsed. Documentation may be stored electronically and must be held in accordance with current legislation.
- j) For cancellation terms and procedures please see our online guide at www.sabre.co.uk/broker/productinformation under variations to standard products along with the terms within our policy wording.
- k) The capabilities of software houses vary from one to the other and also vary within each software house by insurer depending on the development that has taken place. Guidance notes are issued on our website www.sabre.co.uk/broker/agencies to advise you of any variations which may be relevant to Sabre.

8. COLLECTION OF PREMIUMS

- a) We appoint You as Our agent for the purpose of receiving and holding monies ("Risk Transfer Monies") which represent:
 - i. Premium payable to us which has been paid to you by the Policyholder; and
 - ii. Premium refunds payable to the Policyholder.
- b) The Broker shall receive and hold all Risk Transfer Monies at all times as Our agent. Risk Transfer Monies shall not constitute client money for the purposes of the FCA's Client Assets Sourcebook ("CASS").
- c) All Risk Transfer Monies must be held in a designated trust account, such as an IBA account, for insurer/client monies and may be co-mingled with other insurer/client monies. If monies are

transferred to other accounts during the month, these accounts must also be covered by a trust deed to ensure that monies are protected.

- d) We agree that in the event of the insolvency or other financial default of the Broker, Policyholders whose monies are required to be dealt with in accordance with this clause 8 shall not be denied insurance cover or any Risk Transfer Monies which may be due to them from Us.
- e) The Broker has no authority to permit any third party to receive, hold, or pay any money on behalf of Us without Our prior express written consent.
- f) We confirm that we will subordinate our rights to those of your clients in respect of monies held in the account.
- g) We agree that you can keep any interest or investment income earned on Premiums held on our behalf.
- h) We agree that you can take commission at the point at which Premiums have been received into the account and cleared.
- i) If you have obtained permission to hold client monies from the FCA then CASS rules will apply and you will operate either a statutory or non-statutory trust account which will negate the requirement for us to grant you risk transfer.
- j) Unless the parties otherwise agree in writing, section 53 of the Marine Insurance Act 1906 shall, if otherwise applicable, apply notwithstanding the provisions of this clause 8.

9. PAYMENT OF COMMISSION

- a) You shall on receipt of cleared Premium be entitled to deduct your commission at the agreed rates from the Premium in respect of Policies sold and placed with us.
- b) The commission due to you covers all expenses that you may incur and is inclusive of all applicable tax.
- c) The Broker shall refund commission on the following basis:
 - i. Where any part of the Premium is not received by the Broker, commission shall not be payable on part and you will refund to us any such commission already paid to or deducted by you.
 - ii. In the event of cancellation or mid-term adjustments which give rise to a return of Premium you will promptly refund to us a proportionate amount of commission.

10. PAYMENT OF ACCOUNTS

- a) We will prepare and render a Statement of Account to you each month either via email or otherwise. This must be reconciled and returned to us no later than the 25th day of each month or by any other date which may be advised by us. We only accept settlement of accounts electronically by BACS or CHAPS and are unable to accept settlement by cheque.
- b) Where you charge fees to customers for your services, and where these fees are subject to IPT under HMRC rules, you must make us aware of and pay over any additional sum of IPT using a separate spreadsheet/account statement produced from your system. We will forward any payments you make to HMRC. Should HMRC be made aware that you have collected additional IPT on fees, and as a result claim such payments directly from us, then we will look to you to reimburse us with these funds.
- c) All entries on the account statement shall be paid by you as rendered and without query unless the Credit Controller responsible for your account at Sabre has agreed that an item may be deleted.
- d) We will not be party to any arrangements made by you to collect premium payable by instalments. Any such arrangement shall be made entirely at your own risk and you will be responsible for payment of the full premium to us by the due statement date.
- e) Refund of credit accounts will be made to you via BACS or the credit can be carried forward to the following month. Credit accounts should be returned to us no later than the 20th of the month to qualify for a BACS refund.
- f) We reserve the right to charge interest in respect of late payment of any sum due to us (before as well as after judgment) at the rate of 2% per annum above the base rate from time to time of National Westminster Bank plc from the due date of payment for such sum until the date of actual payment.

11. COMPLIANCE

- a) Both parties shall comply with the Regulatory Requirements in the performance of their obligations under this TOBA. Both parties must be regulated and authorised by the FCA and must comply fully with the rules and codes of conduct laid out in the FCA Handbook. Parties shall advise each other immediately if they cease to be regulated by the FCA for any reason.
- b) Where necessary, you must comply with the provisions of and be licensed under the Consumer Credit Act 2006 and any subsequent amendment to or replacement of this legislation.
- c) You must comply with the Consumer Protection Act 1987 and any subsequent amendment to or replacement of this legislation as it applies to insurance.
- d) You will indemnify us on demand against any loss or damage incurred by us as a result of your failure to comply with any condition of this agreement, which we would not otherwise have incurred.
- e) You must have adequate disaster recovery plans in place to deal with emergency situations, such as (without limitation) loss of data and business disruptions, to ensure you can maintain customer service.
- f) You must maintain in force at all times Professional Indemnity Insurance on such terms and conditions and for such amounts as required by the Regulatory Requirements. You shall provide us with a copy of the insurance certificate together with reasonable evidence that the applicable premium has been paid, upon request.
- g) You agree to complete and return the Company Policies questionnaire that we will send to you on an annual basis.

12. ANTI-BRIBERY AND ANTI-CORRUPTION

Both parties agree that they shall:

- a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption, but not limited to, the Bribery Act 2010 (together the "Relevant Requirements");
- b) not offer, promise, receive or give any financial or other advantage to any person in breach of any law against bribery (including the Bribery Act 2010).
- c) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK
- d) have and shall maintain in place throughout the terms of this Agreement its own policies and procedures, including but not limited to adequate provisions under the Bribery Act 2010, to ensure compliance with the Relevant Requirements; and will enforce them where appropriate;
- e) promptly report to the other party any request or demand for any undue financial or other advantage of any kind received in connection with the performance of this Agreement;
- f) unless prohibited by the Relevant Requirements and/or any Regulator (specifically those related to financial crime, including money laundering, bribery or sanctions) governmental department or operation of law, notify the other party in writing on becoming aware or having any reasonable suspicion of any criminal act relating to the operation of this Agreement or any Policy provided that such notification obligations shall not apply in cases where any such notification could be considered to be "tipping off" under any applicable legislation; and
- g) use reasonable endeavours to perform their respective obligations under this Agreement in a way that is conducive to maintaining the parties' reputation and, unless prohibited by the Relevant Requirements and/or any Regulator, parties shall notify each other in writing on becoming aware or having any reasonable suspicion of any act relating to the operation of this Agreement or any Policy which may damage the reputation of either party and cooperate in good faith in order to minimise all or any such reputational damage.

13. DATA PROTECTION LEGISLATION

- a) Nothing in this Clause 13 shall be taken to relieve either party from the obligations that are imposed upon it under the Data Protection Legislation.
- b) With respect to the Parties' rights and obligations under this Agreement, each Party shall process the Protected Data in accordance with its obligations pursuant to the Data Protection Legislation and the terms of this Agreement.
- c) The Parties acknowledge and agree that, for the purposes of Data Protection Legislation, each Party (to the extent it processes Protected Data) processes Protected Data as an independent Controller in

its own right. Nothing in this Agreement is intended to construe either Party as the Processor of the other Party nor as joint Controllers with one another with respect to Protected Data.

- d) Each Party shall:
- i. comply with its obligations under Data Protection Legislation;
 - ii. taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, with respect to its processing of the Protected Data, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, and the measures shall, at a minimum, comply with the requirements of Data Protection Legislation, including Article 32 of the GDPR;
 - iii. promptly (and without undue delay) notify the other Parties if: (a) it receives a complaint, notice or communication (including an enquiry, investigation or enforcement action from a Data Protection Regulator) which relates to a Party's actual or alleged non-compliance with Data Protection Legislation with respect to the Protected Data; or (b) it becomes aware of an actual or suspected personal data breach (as that term is defined in the GDPR) with respect to the Protected Data that will or is likely to have an adverse impact on any other Party or its business, and in each case it shall provide each other Party with such assistance and cooperation as is reasonably requested by the other Party in order to address and resolve the complaint, notice, communication or personal data breach;
 - iv. deal with and respond to Data Subject requests, enquiries or complaints (including any request by a Data Subject to exercise their rights under Data Protection Legislation) it receives and that relate to the Protected Data it processes;
 - v. notify the other Party if it receives a Data Subject request, enquiry or complaint (including any request by a Data Subject to exercise their rights under Data Protection Legislation) that relates to the Protected Data processed by that other Party and shall inform the Data Subject to redirect their request, enquiry or complaint to that other Party;
- e) The Broker warrants that it has provided appropriate fair processing notices and/ or obtained all necessary data consents to transfer Protected Data to Sabre for Processing under and in accordance with the TOBA.
- f) The Parties shall at all times during and after the term of this Agreement, indemnify and keep each other so indemnified against all Losses incurred by or awarded against or agreed to be paid by the indemnified Party to the extent arising directly from any breach of the indemnifying Party's obligations under this clause 13, provided that the foregoing indemnity shall not apply to any fines or monetary penalties imposed by a Data Protection Regulator.
- g) The provisions of this clause 13 shall remain in force and continue to apply at all times when a Party is Processing Protected Data, regardless of the termination of this Agreement.
- h) The parties will not transfer Protected Data to a country or international organisation located outside the European Economic Area ("EEA") or, in the event the United Kingdom ceases to be a member of the EEA, outside the United Kingdom, without the prior written consent of the party and, where a party consents to such transfer, the party will:
- i) comply with the obligations set out in Chapter V of the General Data Protection Regulation by ensuring that the third country or international organisation to which the Protected Data is transferred ensures an adequate level of protection for such Protected Data, or that appropriate safeguards for such Protected Data are provided for;
- j) and notwithstanding Clause h above, comply with any reasonable instructions notified to it by a party and, upon a party's request, the party will enter into an agreement with each other on a then current form of Standard Contractual Clauses
- i. Both parties, on reasonable notice, and the Information Commissioner's Office on such notice as may be requested by the Information Commissioner's Office in accordance with the relevant Data Protection Legislation, with such access to its premises, personnel and records (including for the purposes of making copies of those records) as the parties and/or the Information Commissioner's Office may reasonably require in order to inspect the activities with respect to the processing of data and audit its compliance with this Clause 13 and the Data Protection Legislation.

14. AUDIT AND RISK ASSESSMENT

- a) You will, if required, allow us, on reasonable request and having given reasonable notice, to audit all documentation relating to our Policyholders.
- b) You agree to provide us with a copy of your audited trading accounts each year together with any other financial information we may reasonably request about your business.

- c) We will use the information held on your agency and account files to monitor the overall financial status and credit rating of the company, and any directors or partners of the company, with credit referencing companies and other third parties and this may be recorded.
- d) As long as the agreement is in force or monies are outstanding to us regular monitoring of your account will take place for fraud prevention, debt collection and agency management purposes. You also give us permission to exchange information on the conduct of your agency at various industry meetings and forums that we may attend from time to time.

15. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The parties to this agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

16. INVALIDITY AND SEVERABILITY

If any provision of this agreement is held by any court or other competent authority to be void or unenforceable in whole or part:

- a) this shall not affect or impair the legality, validity or enforceability of any other provision of this agreement;
- b) the parties shall in good faith amend this agreement to reflect as nearly as possible the spirit and intention behind that illegal, invalid or unenforceable provision, to the extent that such spirit and intention is consistent with the laws of England, and so that the amended clause complies with the laws of England.

17. NO PARTNERSHIP OR JOINT VENTURE

Nothing in this agreement shall create, or be deemed to create, a partnership or joint venture between the parties.

18. WAIVER

No exercise or failure to exercise or delay in exercising any right, power or remedy by either party will constitute a waiver by that party of any other right, power or remedy.

19. FORCE MAJEURE

- a) No party shall be deemed to be in breach of this agreement or otherwise liable to the other in any manner whatsoever for any failure or delay in performing their obligations under this agreement due to Force Majeure affecting that party.
- b) If any party is affected by Force Majeure it shall, as soon as practicable, notify the other party of the nature and extent of the circumstances in question.
- c) If the Force Majeure in question prevails for a continuous period in excess of one month after the date on which the Force Majeure begins, the non-affected party is then entitled to give notice in writing to the other to terminate this agreement. This notice to terminate must specify the termination date, which must not be less than 7 days after the date on which the notice to terminate is given. Once a notice to terminate has been validly given, this agreement will terminate on the termination date set out in the notice.

20. CONFIDENTIALITY

- a) Each party undertake to:
 - i. keep confidential all information (written or oral) concerning the business and affairs of the other party that it shall have obtained or received as a result of the discussions leading up to or the entering into or performance of this agreement (together the "Information");
 - ii. not, without the relevant party's consent disclose the Information in whole or in part to any other person, save those of its employees, agents and sub-contractors involved in the performance of this agreement and who have a need to know the same; and
 - iii. use the Information solely in connection with the conduct of business of this agreement and not otherwise.

- b) The provisions of Clause 20(a) above shall not apply to the whole or any part of the Information to the extent that it is:
 - i. already in the receiving party's possession on the date of its disclosure without breach of any obligation of confidentiality; or
 - ii. in the public domain other than as a result of a breach of this clause; or
 - iii. independently developed by the receiving party without reference to or use of the Information; or
 - iv. lawfully obtained by the receiving party after the date of this agreement free of any duty of confidentiality.
- c) Each party undertakes to make all its relevant employees, agents and sub-contractors aware of the confidentiality of the Information and the provisions of this Clause 20, and, without limitation to the foregoing, to take all such steps as shall from time to time be necessary to ensure compliance by its employees, agents and sub-contractors and their respective employees, agents and sub-contractors as appropriate, with the provisions of this Clause 20.

21. DISPUTE RESOLUTION

- a) Any difference or dispute arising out of or in connection with this Agreement which cannot be settled amicably shall be referred to a senior management representative nominated by each Party.
- b) In the event of a failure to resolve the dispute or difference under clause 21 (a), the Parties will attempt to settle it by negotiation. A Party may not serve an Alternative Dispute Resolution ("ADR") notice or commence court proceedings (other than for interim relief) until 21 days after it has made a written offer to the other Party to negotiate a settlement to the dispute.
- c) If the Parties are unable to settle the dispute by negotiation within 21 days of such an offer the Parties will attempt to settle it by mediation in accordance with the Centre for Dispute Resolution ("CEDR") Model Mediation Procedure. To initiate mediation a Party must give notice in writing, an "ADR notice" to the other Party to the dispute requesting mediation in accordance with this clause. Neither Party may commence any court proceedings (other than for interim relief) in relation to any dispute arising out of this Agreement until the mediation has terminated.

22. SUSPENSION OF AGENCY

The agency may be suspended immediately by us giving written confirmation in the event that any of the terms or conditions of this agreement are breached by you. In these circumstances, the following procedures will apply:

- a) You will not be able to quote for any new business or renewals which have an effective date after the date of suspension.
- b) You may be able to process MTA's for existing clients in order to maintain a continual service to our Policyholders.
- c) We will honour quoted new business risks and renewals with effective dates after the date of suspension if they are unable to be replaced elsewhere. These cases would need to be reported to our agency department so that we have a clear picture of pipeline business.
- d) Whilst your agency is suspended we may request any new business, MTA or renewal premiums be paid directly to us by the client.
- e) Upon suspension we will contact you to switch off your EDI facilities to prevent you placing or handling any further business. If you fail to disable your system we may take appropriate action to enforce this and you shall upon demand reimburse us for any costs incurred by us in doing so.
- f) At suspension all terms of credit will cease and all outstanding accounts will be due immediately and must be paid to us.
- g) The suspension of facilities will continue until we give you written confirmation that your agency has either been reinstated or terminated.

23. TERMINATION OF AGREEMENT

- a) This agreement may be terminated by either party upon at least 1 month's written notice of termination being given to the other party and without the need to provide a reason.
- b) **Termination for breach**

i. **Termination for breach**

- a. Either party may terminate this agreement immediately on notice to the other party where the other is in material breach of any of the terms of this agreement and, if the breach is capable of remedy, such breach has not been remedied within 14 days after receipt by the defaulting party of notice from the other requiring remedy.
- b. Either party may terminate this agreement immediately on notice to the other party where that party:
- (i) is in breach of the Regulatory Requirements;
 - (ii) fails to pay monies due within the agreed timescales set out in this agreement. In these circumstances, all outstanding premiums will be paid immediately, including all known premiums not included in the statement of account. If payment is not forthcoming we will arrange for the servicing of Policyholders to satisfy applicable Regulatory Requirements;
 - (iii) being a sole trader dies, or where a director or partner of the Broker dies where there is no other director or partner to run the Broker's business;
 - (iv) fails to maintain the Records;
 - (v) ceases or threatens to cease carrying on business;
 - (vi) has had authorisation or permission necessary for it to transact Insurance Business under this agreement varied, impacting upon its ability to transact Insurance Business under this agreement, or terminated;
 - (vii) becomes bankrupt or commits an act of bankruptcy;
 - (viii) becomes subject of an administration order;
 - (ix) becomes insolvent or goes into administrative receivership, provisional liquidation or liquidation (except for the purpose of bona fide reconstruction);
 - (x) has a receiver, administrator or administrative receiver appointed over its assets;
 - (xi) compounds with or assigns its estate and/or effects for the benefit of its creditors;
 - (xii) has goods seized in execution;
 - (xiii) suspends payments or is unable to pay its debts in accordance with the Insolvency Act 1986;
 - (xiv) where any procedure is commenced with a view to the winding-up or reorganisation of the Broker, save that no right to terminate will arise in respect of any procedure commenced for the purpose of a solvent amalgamation or bona fide reconstruction with the prior consent of Sabre;
 - (xv) is the subject of any Final Notice issued by the Regulator;
 - (xvi) or any of your staff is subject to disciplinary proceedings brought by the Regulator or any trade body or is convicted of a criminal offence (other than a minor motoring offence).
- c) Sabre may terminate this agreement immediately on notice to the other party where Sabre has reasonable grounds for supporting fraud or dishonesty by the Broker or your staff, your agents or your sub-contractors.
- d) The TOBA may be terminated by either Party where:
- the broker undergoes a change of control; or
 - Sabre undergoes a change of control;
- and such change of control is to a competitor of the other Party.

24. LIMITATION OF LIABILITY

- a) Subject to clause 23(c) neither party shall be liable to the other party whether in contract, tort (including negligence) for breach of statutory duty, misrepresentation or otherwise arising under or in connection with this agreement for any economic loss (which term shall include without limitation loss

of profits, loss of use of profits, business revenue, goodwill or anticipated savings) or for special indirect or consequential loss, punitive or exemplary damages, or fees, expenses or postages.

- b) Subject to clauses 23(a) and 23(c), the total liability of either party for any claims arising in any Year in contract, tort (including negligence), for breach of statutory duty, misrepresentation, restitution or otherwise arising under or in connection with this agreement shall in no circumstances exceed the amount of the net premium due in that year.
- c) Nothing in this agreement shall limit or exclude the liability of either party for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation.

25. ENTIRE AGREEMENT

This agreement sets out the entire agreement between the parties in relation to the subject matter within the scope of this agreement and supersedes any previous agreement, representations and understandings between the parties in such respect with effect from (and including) the Effective Date (without prejudice to accrued rights for past breaches).

26. COUNTERPARTS

This agreement may be executed in any number of counterparts, and by the parties on separate counterparts but will not be effective until the date on which the last party has executed at least one counterpart. Each counterpart will constitute an original of this agreement, but all the counterparts will together constitute one and the same instrument.

27. NOTICES

- a) Any notice under this agreement shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post (or any equivalent postal service) to the principal office address of the recipient or sent by electronic mail to the email address of the recipient as specified below or as otherwise notified to the other party. If a notice is sent by electronic mail, the serving party shall also send a copy of the notice to the recipient by hand or by pre-paid first-class post or recorded delivery post (or any equivalent postal service) to the principal office address of the recipient.
- b) The email address of the recipient is:
 - i. if Sabre is the recipient, agency@sabre.co.uk
 - ii. if the Broker is the recipient, the usual email address of the Broker used by Sabre in sending communications in relation to the agency.
- c) Any notice shall be deemed to have been received:
 - i. if delivered by hand, on signature of a delivery receipt (or at the time the notice is left at the proper address);
 - ii. if posted, at 9.00 am on the second business day after posting (or at the time recorded by the delivery service); or
 - iii. if sent by email, at the time of transmission.

Sabre Insurance Company Ltd Reg. Office: Sabre House, 150 South Street, Dorking, Surrey RH4 2YY
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority
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We take the privacy of your information seriously. In order to understand how we collect, process, transfer and store your personal information, our Privacy Policy can be accessed by visiting our website www.sabre.co.uk/privacy-policy