



TERMS OF BUSINESS FOR INTERMEDIARIES

Doing Business Together

1. Any terms written in bold are defined terms, and their definitions can be found at the end of these **terms of business**.
2. Our **terms of business** shall come into effect on 07 January 2019. You are not required to sign or acknowledge our **terms of business** in order for them to become effective or binding on you. By submitting applications for **business** to us, you agree to our **terms of business**.
3. We reserve the right to vary our **terms of business** at any time, and will let you know of any changes as soon as we reasonably can. We may choose to use our **website** to do this.
4. Changes will take effect from the date specified in the notification, or from the date we publish the notification, unless changes in **applicable laws** dictate otherwise.
5. If you have any concerns or become aware of anything unusual in your relationship with us, those you are responsible for, and/or any **business** you have submitted to us, you must tell us immediately.
6. You will ensure that any information you give us about your **client** has come directly from them, or with their consent, and is true, complete and accurate.
7. You will tell your **client**, in good time before submitting any **business** that they must disclose all material facts and you must explain to them the consequences of not doing so.
8. You will immediately pass on any documentation we give to you for your **client** without making any amendments to it, and obtain their signature where we need it or where otherwise appropriate.
9. You will immediately pass to us relevant documentation your **client** gives you in relation to the **business**, keeping copies on your file.

Your Role, Obligations and Responsibilities

1. We will treat you as your **client's** agent and you must explain to them what this involves. As their agent, you will, whenever appropriate, advise them of all the relevant terms and conditions that apply to the **business** placed with us, on the suitability of each aspect, and of the amount of any commission or other remuneration you earn or receive for it. You are not and may not purport to be our agent at any time.
2. You will always act in your **client's** best interests.
3. You will run your organisation in an appropriate and professional manner.
4. You will be responsible for the conduct, actions and omissions of your employees and anyone else who represents you, and you will have appropriate monitoring in place to ensure they are reliable. You will also make sure they are aware of, understand and act in accordance with our **terms of business**.
5. Where your **client** is more than one person, you will ensure that you perform your obligations set out in our **terms of business** for each of them.
6. You will immediately pass to your **client** any notification of amendments we propose to make in relation to their application or to in-force **business**, and will explain the amendments to them.
7. You will confirm to us your **client's** written rejection or acceptance of any amendments as soon as you receive it from them.
8. Where you choose to deal with us online, you may be subject to additional terms and conditions relating to our online services which will be available on our **website**.
9. You must ensure that you have adequate security measures in place (including but not limited to any measures we ask you to take) and that the appropriate measures are in place to prevent harmful viruses being sent to us electronically.

15. You will maintain professional indemnity insurance in line with the requirements of the regulatory body or association you belong to, and will give us a copy of your policy on request.
16. You will comply with all **applicable laws** and any other relevant legal or regulatory requirements, including the requirements of any voluntary body of which you are a member.
17. You will give us updates of anyone joining or leaving your organisation who submits **business** to us.
18. You warrant that you have full authority from your **client** and all necessary authorisations from the Central Bank of Ireland or any other applicable **regulator** and/or under **data protection legislation** and/or under any other **applicable laws** to enable you to act under our **terms of business**.
19. You have no authority to bind us in contract in respect of any **business** or otherwise.
20. You will not create, issue, publish or circulate in any way any advertisement or promotion which conflicts with our product or promotional literature relating to any **business**.
21. You will not vary any **business**, terms and conditions, endorsement, key features document, policy schedule, form or any other document relating to our agreement with a **client**.
22. You may not use any intellectual property (which shall include without limitation the **Royal London** name and brand) owned by us except as otherwise agreed or expressly set out in these **terms of business**. Nothing in these **terms of business** shall operate to transfer the ownership of any intellectual property rights from us to you. In the event that ownership of any intellectual property rights is so transferred, you shall do all things and execute all documents necessary from time to time in order to assign those intellectual property rights to us.
23. You will comply with your obligations under **data protection legislation** in respect of all **personal data** for which you are a data controller or data processor. You will only provide us with your **client's personal data** where you have a **lawful basis** for doing so and to the best of your knowledge where this is accurate and up-to-date. If we share or provide data with or to you about your **client**, for example to help you provide advice and/or services to that **client**, you will treat that data with due care and only use it for data processing activities for which you have **lawful basis**.

Our Rights

1. We may disclose and/or use, as per our **privacy notices**, any information or data you give us for the purposes of exchanging information, conducting market research, preparing strategic or other marketing plans or gauging product sales or product performance. We may also exchange the information with associated companies, service providers, distributors of our products or agents (who may be located in other countries) with which we have a contractual relationship, or to any party in connection with the approved uses of such information set out above.
2. In doing so we will always comply with **applicable laws**, and where appropriate will amend the information or data so as not to identify the **client**.
3. We may run relevant searches and checks on you (including your credit worthiness) as we see fit.
4. We reserve the right not to accept **business** from you, and will not accept it where you are not appropriately authorised.
5. We reserve the right to send communications directly to the **client**.
6. We reserve the right to vary our **privacy notices** at any time and will let you know as soon as we can. We may choose to use our **website** to do this. Changes will take effect from the date we publish the notification, or if different, from the date specified in the notification unless changes in **applicable laws** dictate otherwise.

Commission

1. We will credit or pay you commission for **business** that goes in force and remains in force.
2. We will set the rate and terms of your commission separately, and may vary these at any time. We will let you know about any variation, though not necessarily in writing.
3. Any commission we pay you will follow the principles and rules of our **regulator** and/or any **applicable laws**.
4. We may pay your commission in arrears and will provide you with commission statements confirming these payments.
5. We may restrict the amount of commission we pay at any given time or alter the terms of the payment where the level of commission or commission option chosen is outside our credit risk parameters.

6. We will stop paying commission for **business** that is cancelled, lapses, ends, or if premiums stop being paid for any reason.
7. If the terms of the **business** are varied and/or the premiums change, we may vary the amount of commission we pay you accordingly.
8. We may defer paying your commission until a certain minimum level is reached. We review this minimum level from time to time.
9. You may ask us to offset some or all of your commission to alter your **client's** policy.
10. If any **business** becomes void or is cancelled from inception because of misrepresentation or non-disclosure, or for any other reason, we will claw back all commission paid for that policy, and the repayment will be due immediately.
11. If a policy is replacing an existing policy written with **Royal London** within the last 5 years, **Royal London** reserves the right to reduce the commission payable on the new policy.
12. We will pay indemnity commission at our sole discretion, and in all circumstances reserve the right to pay non-indemnity commission.
13. In particular we reserve the right not to pay indemnity commission for **business** on the life of, or for the benefit of, you or your family. For the purpose of this clause, 'family' includes spouse, partner, co-habitee, grandparent, parent, sibling, child, or grandchild (or the spouse or partner of any of those people). You must tell us if **business** being submitted is on the life of, or for the benefit of, you or your family.

Where we agree to pay indemnity commission, the additional provisions 14 - 18 also apply.

14. We will not pay commission for any **business** that is terminated or cancelled from inception, or if the first premium is not paid, and we will claw back any commission already paid. The repayment will be due immediately.
15. If any **business** is terminated or cancelled, or if premium payments reduce, vary, stop or are suspended during the initial earnings period, we will claw back a proportion of the indemnity commission we paid you. Your commission statement will show the repayment amount.
16. If you do not repay the commission within 28 days of it becoming due, we reserve the right to charge interest on the commission to be repaid.
17. If you breach our **terms of business** by not repaying commission or failing to repay any debt you owe us, we reserve the right to share this information with other financial institutions, with any debt management agency, for example Stubbs Gazette, and with any appropriate regulatory bodies.
18. We may vary or withdraw our agreement to pay you indemnity commission at any time, at our sole discretion.

Commission Repayment And Set-Off

1. Where you are due to pay, repay or reimburse any sum to us, you should pay it without our issuing a formal demand, unless otherwise stated in our **terms of business**.
2. We may set-off any commission or other payment we have credited to you under our **terms of business** against any other debt you owe **Royal London** under any other agreement or arrangement.
3. We may set-off any commission or payment **Royal London** owes you against any commission or payment you owe us under our **terms of business**. Any payments which are off-set will show on your commission statement.
4. Exercising our rights under this clause will be without prejudice to any other rights or remedies available to us under our **terms of business** or otherwise.

Ceasing To Act For The Client

1. If the **client** asks us to, we may transfer their **business** to another intermediary. If you tell us that your organisation has been legally transferred to another intermediary, we may also transfer the **client's** business to that intermediary.
2. If your **client's business** is transferred to another intermediary, or if you cease to act on their behalf for any other reason, initial commission (as determined by us) will continue to be paid to you. We may, and will normally, stop paying you any other commission for their **business** – other than any commission due to you before you ceased to act for them.
3. If your **client's business** is transferred to another intermediary during the initial indemnity period, you will still be liable for any repayment of commission unless you and the other intermediary agree that liability should transfer too, and we give

our written consent. We may withhold or delay our consent at our sole discretion and may require that you repay us any unearned commission for the **business**.

4. If your **client's business** is transferred to you from another intermediary, initial commission (as determined by us) will not be paid to you but instead to the introducing intermediary. We may agree to pay any other commission to you if the other intermediary agrees, or if we are entitled to stop paying commission to the other intermediary and no one else is entitled to it.

Money Laundering

1. You agree to comply with all **applicable laws** on the prevention of money laundering and terrorist financing. In particular, you will be responsible for obtaining sufficient evidence and forwarding it to us where required or requested. You also agree to comply with any reasonable additional requests from us. We will not be liable for any errors or omissions you may make in obtaining or providing information or evidence.

We may carry out an online identity authentication search on your **client**. This does not waive or otherwise affect any obligations on you to verify your **client's** identity for your own business purposes.

Data Protection

1. The expressions "data controller", "processing", "personal data", "data processor", "data subject", "subject access request" and "personal data breach" shall bear their respective meanings given in the **data protection legislation** and any other grammatical forms of those expressions shall be interpreted accordingly.

Your personal data

2. We confirm we have a **lawful basis** for holding and processing **personal data** about you, any person employed by you or your **clients** and relating to your dealings with us on our database for the purpose of administering the **clients' business**, paying you remuneration, maintaining our relationship and for regulatory issues. We will use this **personal data** to manage the ongoing relationship, to provide you with information and to administer your account with us. We may carry out credit and/or reference checks on you or any other director, partner or employee of you. By

accepting a relationship with us, you and any other director, partner or employee of you agree to these checks taking place throughout the duration of the relationship where we, in our sole opinion, feel it is necessary to do so.

3. We will keep your **personal data** (and your employees' **personal data**) for a reasonable period (such period being no longer than is necessary to fulfil our obligations to you as per our intermediary **privacy notice**). We confirm and you agree that on a legitimate interest basis, we may also share your **personal data** (and your employees' **personal data**) with our service providers, agents and with third parties such as auditors, identity authentication agencies, other financial institutions and legal and regulatory bodies (in Ireland and abroad).
4. We confirm and you agree that on a legitimate interest basis, we may contact you by mail, phone, fax, email or other electronic messaging with further offers, promotions and information about products and services which may be of interest to you and your **clients**. However if at any time you object to marketing contact by any of these methods, please let us know.
5. We may monitor and record phone calls and keep them for the purposes of training and quality assurance and to ensure we have an accurate record of instructions.
6. To provide the services under our **terms of business**, it may be necessary to transfer you or your employees' **personal data** to countries that provide a different level of data protection from Ireland. In such circumstances, we will ensure that the relevant country has an adequate level of protection.
7. You must keep secure all security information which you use to access information provided by us, both on your systems and a third party's. Security information may include, but is not limited to passwords, digital identifiers/certificates. You must inform us as soon as you become aware of anyone ceasing to be eligible to access any of our or a third party's system to which you have access.
8. You must ensure that you have adequate security measures in place (including but not limited to any measures we ask you to take) and that the appropriate measures are in place to secure any information being sent to us electronically.

The client's personal data

9. The **data protection legislation** places legal obligations on all organisations processing **personal data** as either data controllers and/or data processors. We remind you that these obligations apply to your organisation and affect how you process **personal data** of the **client**. This clause 9 attempts to ensure we and you are clear regarding our responsibilities relating to the **client's personal data**. In addition, our **privacy notice** for **clients**, which is available at www.royallondon.ie/legal-cookies-/privacy/, also confirms how we may use the **client personal data** you provide to us under this **terms of business**. We and you (together 'the Parties') both acknowledge that each party acts as a data controller in respect of any **personal data** processed in respect of the **client** under our **terms of business** and to the extent that both Parties are both data controllers, both Parties agree that each party shall:
 - 9.1 be separately responsible for compliance with the **data protection legislation** including but not limited to all appropriate data and information security measures and relevant confidentiality undertakings of its personnel;
 - 9.2 process **personal data** in respect of **clients** in accordance with the **data protection legislation** at all times;
 - 9.3 warrant that it will have in place all necessary fair processing notices, including, without limitation, **privacy notices** to data subjects in respect of its processing of **personal data** and marketing preferences, including (as appropriate) our **privacy notice** in relation to the **business** you place with us, as required by the **data protection legislation**;
 - 9.4 maintain accurate records of processing in relation to the **personal data** it processes;
 - 9.5 not do or omit to do anything that would cause either party to be in breach of their obligations under the **data protection legislation**;
 - 9.6 notify the other party promptly following receipt of any data subject request or **regulator** request or correspondence it (or its subcontractors) receives, which relates directly or indirectly to the processing of the **personal data** and to the other party's compliance with the **data protection legislation**, provide the other party with a copy of such data subject request or **regulator** correspondence, only disclose such **personal data** in response to any data subject request or **regulator** correspondence where it has obtained the other party's respective prior written consent and provide all reasonable cooperation and assistance to the other party required in relation to any data subject request or **regulator** correspondence;
- 9.7 inform the other party without undue delay and in any event within 24 hours of having become aware of any personal data breach by it (or by its subcontractors) which the party believes may relate directly or indirectly to the other party's **client's personal data**. The offending party shall restore the **client's personal data** at its own expense;
- 9.8 only allow processing of any **personal data** by a third party, where such third party is providing processing services.
10. If you are unsure what your obligations are or how the **data protection legislation** applies to you or your organisation, you can seek further guidance from the Data Protection Commission's website dataprotection.ie and/or seek professional legal advice. Please note we are not able to advise you on your obligations under the **data protection legislation**.
11. We shall only transfer **client personal data** to a third party of yours (including any subcontractor) if you have confirmed in writing to us, or we reasonably infer from your conduct, that such third parties are governed by a contract with you that provides sufficient guarantees and appropriate technical and organisational measures in accordance with the obligations of a processor under the **data protection legislation**. In the event that such a contract terminates, it is your responsibility to ensure that we are informed of this.
12. For further information and any matters in relation to the data protection terms and your obligations under this **terms of business**, please contact us using the details below:

Data Protection Officer
Royal London
47-49 St Stephen's Green
Dublin 2
Ireland

 GDPR@royallondon.ie

Record Keeping

1. You must keep full and accurate records of any documents, books, accounts and other information relevant to our relationship and/or the **business**, including communications between you and your **client**.
2. You will keep these records for at least as long as required by **applicable laws**, and in line with the requirements of any relevant **regulator**.
3. You will provide us with copies of such records as we reasonably request.
4. We will provide commission statements to you and keep records of all commission payments for 7 years, or such other period as required by **applicable laws**.
5. We will give you all the information on commission you need to make full disclosure to your **client**.

Ending Our Relationship

1. If our **terms of business** are terminated, by either you or us, you will not place and we will not accept any new **business**. Our **terms of business** can be terminated in the following circumstances.
 - a. Either we or you can terminate our **terms of business** at any time by giving the other one month's notice in writing.
 - b. We may terminate our **terms of business** with immediate effect by giving you notice in writing if:
 - i. You materially breach our **terms of business**;
 - ii. You are guilty of any conduct which in our sole opinion is prejudicial to our interests;
 - iii. Your authorisation by any relevant regulatory body, or any necessary licence, is revoked or suspended or you are investigated for a breach of a relevant regulatory body's rules;
 - iv. You become insolvent, cease to carry on trading, go into liquidation (except for the purpose of reconstruction or amalgamation), you have a receiver appointed in respect of the whole or any part of your assets, an administration order is or is likely to be applied for

against you, a resolution is passed for your winding up or a meeting is held to consider such a resolution, you are unable to pay your debts within the meaning of section 570 of the Companies Act 2014, or if you make or propose any arrangement or composition with your creditors or threaten to do any of these things or something similar;

- v. There is a change in the ownership, control or legal status of your organisation;
- vi. You are charged with or convicted of any offence involving fraud or dishonesty;

You will let us know in writing of any facts known to you which relate to any of i. to vi. above.

2. Whether we choose to terminate our **terms of business** or not, we will be entitled to stop paying you commission if any of the circumstances set out in 1. b. i. to vi. above arise.
3. Whether we choose to terminate our **terms of business** or not, if the circumstances set out in 1.b.v. arise, or if we reasonably believe that you are likely to become unable to pay your debts as and when they fall due, we can clawback any unearned commission or pay it on a non-indemnity basis instead.
4. If we terminate our **terms of business** it will be without prejudice to any other remedies that we may be able to pursue against you, including any remedies in respect of accrued rights under our **terms of business**.
5. If our **terms of business** are terminated for any reason you will:
 - a. Return any property belonging to us;
 - b. Stop promoting our products;
 - c. Stop submitting applications to us;
 - d. Repay any money you owe or will owe us;
 - e. Forfeit your entitlement to all commission (if termination is as a result of 1. b. iv above), or all commission falling due after the date of termination (if for any other reason);
 - f. Continue to comply with your obligations to keep documents;
 - g. Continue to co-operate with us in relation to **business** you have already placed with us.

General

Payment of premiums through you

If you undertake to the client to pass monies to us, you must do so promptly and without deduction, unless previously agreed in writing with us. You will only agree to pass on **client** monies where you are permitted by **applicable laws**.

Confidentiality

You must keep confidential any information in your possession or control in relation to us that is stated to be, or would reasonably be considered to be, confidential.

Waiver

Any failure or delay by us or you to exercise or enforce any rights under our **terms of business** and/or in law will not be deemed a waiver of any such rights, nor will it prejudice their enforcement in any way. Any single or partial exercise of any such right will not preclude or restrict the further exercise of that right or any other right.

Assignment

We reserve the right to assign any of our rights or delegate any of our obligations under our **terms of business** to any part of any group of which **Royal London** forms part. You may assign your rights or delegate your obligations under our **terms of business** only with our prior written consent.

Entire Agreement

- a. Our **terms of business** constitute the entire agreement and understanding between us and you in respect of the matters dealt within them and supersedes, cancels and nullifies any previous terms of business between us and you relating to such matters, with the exception of any relevant buy-back arrangements already entered into between you and us.
- b. You acknowledge and agree that in entering into our **terms of business**, you do not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) by us other than as expressly set out in our **terms of business**.

Notices

Any notice under our **terms of business** will be given in writing and signed by or on behalf of the party giving it and may be hand delivered (including courier), or sent by registered post. Notice will be deemed to have been given on the day of delivery unless it is not a **working day**, in which case delivery will be deemed to be given at 10am on the next **working day**. We will send notices to you at your last known business address. You will send notices to us at Agency Department, Royal London, 47-49 St Stephens Green, Dublin 2.

Severability

If any provision of our **terms of business** conflicts with any **applicable laws**, then the **applicable laws** will prevail. If any provision or part of any provision is declared void, voidable, illegal or unenforceable, then it will be deemed deleted from our **terms of business** and the remaining provisions will continue to be valid and enforceable to the fullest extent permitted by law.

Disputes

We and you undertake to act in good faith in relation to each other, and to discuss any dispute that may arise and to seek an amicable settlement. In the event that any dispute, difference or question cannot be agreed between the parties, the parties shall unless otherwise agreed under these **terms of business** refer to the decision of a single arbitrator. The arbitrator is to be agreed upon between the parties or in default of agreement after 14 days, the arbitrator shall be appointed at the request of either party by the President of the Law Society in accordance with and subject to the provisions of the Arbitration Act 2010, or any statutory modification or re-enactment from time to time.

Nature of relationship

Nothing in our **terms of business** should be construed as indicating or giving rise to a joint venture or partnership. You will not sign or amend any documents or policies on our behalf, and will not make any statements or promises or representations of any kind which bind or purport to bind us, and you will not hold yourself out as having authority to make any such representation.

Governing law and jurisdiction

Our **terms of business** will be governed by and construed in accordance with the laws of Ireland, and are subject to the exclusive jurisdiction of the courts of Ireland.

Definitions

Applicable laws – any law, code, regulatory requirement, or other industry requirement which applies to us and/or you. For these purposes a requirement includes rules, guidance or statements of good practice issued by a regulatory or industry body which we and/or you are expected to comply with.

Business – long-term insurance contracts provided by us.

Client – the applicant or prospective applicant on whose behalf you are acting.

Client personal data – any personal data as defined in the **data protection legislation** that relates to a **client** or, where a life assured is not a **client**, the life assured.

Data protection legislation – as applicable all applicable data protection and privacy laws and regulations, guidance and codes of practice, including (without limitation):

- (a) the General Data Protection Regulation (EU) 2016/679;
- (b) the Data Protection Acts 1988 – 2018;
- (c) the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011; and
- (d) guidance and codes of practice issued from time to time by the Data Protection Commission, the European Commission and/or the European Data Protection Board in each case as amended, updated or replaced from time to time.

Lawful basis – the legitimate basis or condition of processing of personal data, which may be one or more of bases or conditions defined within Articles 6 and 9 of the General Data Protection Regulation (EU) 2016/679 including any additional conditions specified within the Data Protection Act 2018.

Personal data – the personal data as defined in the **data protection legislation**.

Privacy notice – means a statement that explains how we collect, store, use, share and erase personal data. Our **privacy notice** for clients, is available at www.royallondon.ie/legal-cookies-/privacy/, our **privacy notice** for you, is available at www.royallondon.ie/legal-cookies-/privacy/www.royallondon.ie/broker/Broker-home/about-us/broker-privacy/

Regulator – as applicable the Central Bank of Ireland, the Data Protection Commission, the European Data Protection Board, and/or any other supervisory authority or data protection authority or any successor or replacement bodies that regulate or supervise any part of our **terms of business** and/or any of our **business**.

Royal London – Royal London Insurance Designated Activity Company. References to ‘us’, ‘we’, or ‘our’ are references to **Royal London**.

Terms of business – these **terms of business** between us and you.

Website – royallondon.ie

Working day – Monday to Friday from 9am to 5pm, other than public holidays in Ireland.

References to ‘you’ are references to a person, firm or company authorised by the Central Bank of Ireland or under any other **applicable laws** who has entered into a **business** agreement with us, and for the purpose of these **terms of business** ‘you’ includes, where appropriate, your partners, directors, employees, and any person for whom you are responsible.

Any reference to legislation and regulatory rules and requirements includes references to these as amended or replaced from time to time, and any regulations made thereunder.

Any reference to a clause or paragraph is referring to a clause or paragraph of these **terms of business** unless otherwise specified. The headings in these **terms of business** shall not affect its construction or interpretation.

Royal London

47-49 St Stephen’s Green, Dublin 2

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Royal London Insurance DAC is regulated by the Central Bank of Ireland. Royal London Insurance DAC is registered in Ireland, number 630146, at 47-49 St Stephen’s Green, Dublin 2.

Royal London Insurance DAC is a wholly owned subsidiary of The Royal London Mutual Insurance Society Limited which is registered in England, number 99064, at 55 Gracechurch Street, London, EC3V 0RL.

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