

Terms of Business Agreement (Risk Transfer)

An Agreement dated [6/7] 20[20] governing the conduct of Insurance Business between:

AVIVA INSURANCE LIMITED, in respect of insurance risks other than in the EEA and in respect of reinsurance risks ("AIL");

AVIVA INSURANCE IRELAND DESIGNATED ACTIVITY COMPANY, in respect of insurance risks situated in the EEA ("AIIDAC");

(together "we", "Aviva" or the "Insurer")

and

[First Ireland, First Ireland House, 15 Parkgate Street, Dublin 8, Ireland("you" or the "Broker")

(collectively the "Parties" and each of them a "Party")

1. Definitions and Interpretation

- 1.1 **Agreement:** Refers to this agreement, the "Terms of Business Agreement (Risk Transfer)".
- 1.2 **BIPAR Principles:** A set of high level principles to follow when handling the placement of a risk with multiple insurers, agreed with DG Competition by BIPAR, the European Federation of Insurance Intermediaries.
- 1.3 **CASS:** The UK Regulator's Client Assets Sourcebook.
- 1.4 **Commission:** Commission receivable by the Broker which shall be at the rates and times (if any) set out in a relevant Slip in respect of that Insurance Business.
- 1.5 **EEA:** The European Economic Area from time to time, which expression for the purposes of this Agreement (save as set out in Schedule 1) shall be deemed to exclude the UK.
- 1.6 **Fronting Partner:** an insurer in any jurisdiction in which the Insurer has entered into arrangements for placement of Insurance Business in that jurisdiction.
- 1.7 **Group:** Has the meaning given to it either in section 421 of the Financial Services and Markets Act 2000 or section 474 of the Companies Act 2006.
- 1.8 **ICOBS:** UK Regulator's Insurance Conduct of Business Sourcebook.

- 1.9 **Client:** Any party (other than the Insurer and the Broker) entering into a contract of insurance which is subject to this Agreement.
- 1.10 **UK:** The United Kingdom of Great Britain and Northern Ireland, which for the purposes of this Agreement shall be deemed to include the Isle of Man and the Channel Islands.
- 1.11 **Insurance Business:** Any insurances or reinsurances falling within the definition of "contract of insurance" in Article 3(1) of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, or any equivalent definition recognised by the Insurer in any other jurisdiction, transacted with the Insurer by the Broker including insurances concluded under any contracts for insurance made by the Insurer where the Broker is the coverholder or the placing broker. References to "insurance" herein include "reinsurance" unless otherwise specified. For the avoidance of doubt Insurance Business does not include any outwards reinsurance business placed by the Broker as agent of the Insurer.
- 1.12 **Records:** Anything on which any information of any description is recorded.
- 1.13 **Regulatory Authority:** The Financial Conduct Authority (FCA) and/or the Prudential Regulation Authority (PRA) as appropriate, (each a "UK Regulator") or any other regulatory authority to which either of the Parties are subject in relation to Insurance Business conducted outside the UK.
- 1.14 **Slip:** Any document held in whatsoever form which is or is to form the basis of either a contract for insurance or contract of insurance. A Slip may incorporate details of administrative arrangements pertinent to the processing of the contract for or of insurance.
- 1.15 **Taxes:** All Insurance Premium Taxes (IPT) and other para-fiscal charges which may be levied by UK and/or overseas fiscal authorities on insurance premiums.
- 1.16 **Territory:** means the UK, the EEA and such other territories in respect of which the Insurer may transact Insurance Business (or arrange it on behalf of a Fronting Partner) from time to time.
- 1.17 Any reference to "law" or "legal requirements" includes any applicable, common or customary law and any treaty, constitution, statute, legislation, decree, rule, regulation, code of practice, judgement, order, writ, injunction, determination, award or other legislative or administrative measure or judicial or arbitral decision in any jurisdiction which has the force of law or compliance with which is in accordance with the general practice of such jurisdiction.
- 1.18 In this Agreement where appropriate, reference to a statutory provision (including for the avoidance of doubt a reference to a rule of the UK Regulator) or any other Regulatory Authority includes a reference to the same as modified, re-enacted or both from time to time before or after the date of this Agreement and any subordinate legislation made under the same before or after the date of this Agreement.

- 2. Scope**
- 2.1 The purpose of this Agreement is solely to set out the rights and obligations of the Parties only in respect of the matters specifically addressed in this Agreement. To the extent that any matters relating to the relationship between the Parties are not expressly addressed in this Agreement, they remain unaffected and unaltered by this Agreement.
- 2.2 This Agreement shall not override the terms of any underlying contract for or of Insurance Business or the terms of any Slip, save the Parties agree that clause 6.7 shall apply to the exclusion of any equivalent terms in any binding authority agreement placed between Parties as coverholder.
- 2.3 Except to the extent stated in clauses 6.1, 6.2, 6.7, 7.2 and 11.3, nothing in this Agreement shall be construed as creating a partnership or joint venture of any kind between the Parties or as appointing either Party as agent of the other Party for any purpose and neither Party shall have the authority to bind the other Party or to contract in its name for any purpose.
- 2.4 Subject to clause 11 (which is to be given a free and unfettered interpretation) nothing in this Agreement overrides the Broker's duty to place the interests of its client before all other considerations nor shall this Agreement override any legal or regulatory requirements (whether obligatory or advisory) which may apply to the Broker, the Insurer, or the placing of any Insurance Business.
- 2.5 The Parties agree that the terms herein shall apply to the conduct of any London market wholesale or and/or international Insurance Business in place on or after the date of this Agreement, it does not in any way alter or replace any Terms of Business Agreement entered into in respect of any other business, whether in the UK or elsewhere. The terms of this Agreement supersede the terms of any other terms of business agreement (TOBA) already in place between the Parties for such London market wholesale and/or international Insurance Business.
- 2.6 Where the Broker is operating from an establishment in the EEA, this Agreement shall apply only in respect of risks situated in the EEA, unless otherwise agreed in writing.
- 2.7 Each proposal for Insurance Business, renewal of existing Insurance Business or continuation of cover in respect of any existing Insurance Business will be accepted or declined by the Insurer at its sole discretion. The Broker is under no obligation to offer any proposal for Insurance Business or renewal of any existing Insurance Business to the Insurer.
- 2.8 Prior to or at the time of placement of any Insurance Business (or as otherwise agreed separately in writing between the Parties), the Broker and the Insurer may agree provisions relating to the conduct of that Insurance Business. These provisions may include (but are not limited to) roles and responsibilities relating to administration of the Insurance Business and the handling of claims and processes by which amendments to the risk may be agreed, and so forth. This Agreement shall be subject to any provisions so agreed, as expressly set out in any Slip and does not seek to address such provisions.

3. Regulatory Status

3.1 The Broker warrants that:

3.1.1 it is authorised by the relevant Regulatory Authorities to conduct insurance distribution activities (as defined in the UK Regulator's Handbook, in the case of Insurance Business being carried on in the UK) from the date of this Agreement;

3.1.2 It holds all the appropriate licences and permissions to conduct business in the Territories in respect of which it carries on insurance distribution activities under this Agreement from time to time; and

3.1.3 Where it transacts Insurance Business through a sub-Broker, an appointed representative, or other intermediary or introducer, it has complied with all applicable law and legal requirements in respect of such transaction.

3.2 The Insurer warrants that it is authorised to conduct Insurance Business in the UK and the EEA from the date of this Agreement. In respect of Insurance Business in any other Territory, the Insurer and/or the Broker will make arrangements for the coverage of risks by an appropriately licensed Fronting Partner and/or such other arrangements as the Insurer may determine from time to time in respect of any contract of insurance.

3.3 The Broker shall inform the Insurer immediately in writing in accordance with clause 10 if at any time during the period of this Agreement: -

3.3.1 Any Regulatory Authority suspends, withdraws or impairs the Broker's authorisation or permissions;

3.3.2 The Broker otherwise ceases in any way to be authorised by any Regulatory Authority to undertake any activities in relation to any Insurance Business subject to this Agreement;

3.3.3 The Broker ceases its business or becomes insolvent;

3.4 The Insurer shall inform the Broker immediately if:-

3.4.1 Any Regulator suspends, withdraws or impairs the Insurer's authorisation; or

3.4.2 The Insurer otherwise ceases to be authorised by any Regulatory Authority to undertake any activities in relation to any Insurance Business subject to this Agreement; or

3.4.3 The Insurer becomes insolvent.

4. Authority

- 4.1** This Agreement sets out the basis on which the Insurer will accept Insurance Business from the Broker. The Insurer may authorise the Broker to act as the agent of the Insurer for the purpose of receiving and holding premium, claims and other monies identified in clause 6.1 below, and for the purposes set out in clause 7.2 and clause 11.3. In all other instances, the Broker is deemed to be acting as agent of the Client.
- 4.2** The Broker may not delegate or sub-contract any authority to act on behalf of the Insurer under this clause 4, without the Insurer's prior written consent.
- 4.3** Nothing in this Agreement shall grant the Broker authority to accept, amend, or vary Insurance Business, settle, negotiate or compromise claims, alter any document or policy, make any financial promotion on the Insurer's behalf without the Insurer's prior written consent, and/or commit the Insurer in any way.
- 4.4** Unless separately agreed between the Parties, nothing in this Agreement shall affect the Broker's implied authority to "sign down" the Insurer's participation on any Insurance Business where cover is placed in excess of 100% of order in accordance with market practice.

5. Remuneration

- 5.1** Commission shall be agreed between the Parties, and shall be at the rates advised by the Insurer from time to time, or as otherwise set out in the relevant Slip.
- 5.2** The Broker may deduct the Commission upon receipt of the premium.
Where premium is payable in more than one instalment, the Broker will only deduct the proportion of Commission that the instalment premium bears to the premium as a whole, unless otherwise agreed on a risk-by-risk basis between the Parties.

6. Premiums and Claims

- 6.1** Where the Broker, is transacting business via an establishment in the UK and holds:-
 - 6.1.1** premium due to be paid to the Insurer;
 - 6.1.2** return premium due to be paid to the Client;
 - 6.1.3** claims monies due to be paid to the Client; or
 - 6.1.4** money received by the Broker from the Insurer for onward payment to agents of the Insurer in respect of claims adjustment, legal and similar professional fees,

the Broker shall hold such monies as the agent of the Insurer. The Broker has no authority under this Agreement to permit any third-party, sub-agent, or Appointed Representative (as defined in the UK Regulator's Handbook) to receive, hold, or pay any money on behalf of the Insurer, without the Insurer's consent.

- 6.2 Where clause 6.1 applies, the Insurer agrees that (as regards the Client and without prejudice to any rights of the Insurer as against the Broker):
- (a) premiums paid by the Client to the Broker are taken to have been paid to the Insurer;
 - (b) money paid by the Insurer to the Broker for a Client is taken not to have been paid to the Client until the Insured actually receives it; and
 - (c) where the Insurer has notified the Broker that a premium rebate is due, the Insurer permits the Broker to issue the rebate from the funds held by the Broker which are due to the Insurer and it agrees that the Broker may handle such premium rebates as agent of the Insurer.
- 6.3 Where the Broker is not transacting business from an establishment in the UK, the Broker shall hold monies as agent for and on behalf of the Client and not on behalf of the Insurer, save where:
- (a) required by applicable legal requirements; or
 - (b) expressly agreed in writing by the Insurer
- In either such case, Clauses 6.1 and 6.2 shall be deemed to apply and the Broker shall hold all monies as agent and trustee on behalf of the Insurer in a client or insurer account in accordance with and acknowledged by applicable law and regulation as being separate from its own funds in the event of the Broker's insolvency.
- 6.4 The Broker shall:
- (a) issue monthly (or as otherwise agreed in writing) account statements to the Insurer setting out business written, premiums collected and to be remitted and premiums overdue; and
 - (b) advise the Insurer within 7 days of receipt of any request from the Insurer, whether it has received any specified premiums and notify the Insurer, within such time as may be agreed between the Parties, that the Client has failed to pay the premium (or as the case may be, any provisional premium).
- 6.5 Provided the Broker shall itself have received the premium (including Taxes) or part thereof, the Broker shall pay such premium (net of Commission, but including Taxes) or part thereof to the Insurer within the time permitted for the Client to pay such premium in accordance with the terms of trade set out in Schedule 1, or incorporated in the relevant Slip or otherwise as agreed between the Insurer and the Broker or the Client. In the event the Broker receives the premium after the time permitted for the Client to pay the premium and provided the relevant contract of insurance has not been validly cancelled, the Broker shall pay that premium (net of Commission, but including Taxes) to the Insurer as soon as reasonably possible.

- 6.6 Unless otherwise agreed, the Broker shall remain liable to the Insurer for premiums where Section 53 (i) and Section 53 (ii) of the Marine Insurance Act 1906 apply.
- 6.7 Where Clause 6.1 applies, pending payment to the Insurer, a third party or the Broker's client (as the case may be), the Broker shall hold the monies described in clause 6.1 above as the agent and trustee of the Insurer within its client monies account, which, (where the Broker transacts business through an establishment in the UK) shall be a non-statutory trust account, established and maintained in accordance with CASS 5.4.
- 6.8 Where Clause 6.1 applies, the Insurer hereby consents to such monies being co-mingled with the Broker's other client monies. The Insurer further consents to its rights with regard to monies held in the Broker's client monies account being subordinated to those of the Broker's Clients, in accordance with CASS 5, (where the Broker transacts business through an establishment in the UK, or where otherwise required by applicable law and regulation) and further agrees that any interest earned on the said account shall accrue to the Broker.
- 6.9 In the event of the cancellation or avoidance of a contract of insurance, where the Insurer is obliged by law, regulation or the terms of the contract of insurance to repay gross premiums in respect of such contract of insurance, the Broker agrees to repay the relevant Commission (which shall not for the purpose of this clause include fees paid by the Client). Such repayment shall, in the case of cancellation be only in respect of Commission received by the Broker which is attributable to that part of the premium repaid. Unless otherwise obliged to by law, regulation or terms of the contract of insurance, the Insurer shall refund premiums net of Commission.

7. Taxes

- 7.1 Except where required by law or Regulatory Authority or by the terms of this Agreement, the Parties agree that the Broker will not be expected to act as guarantor to the Insurer with regard to the payment of any Taxes relating to any Insurance Business. Where Taxes are payable in the UK or the EEA, the Insurer will make arrangements for the settlement of such Taxes. Otherwise, where from time to time it is market practice that the Broker administratively arranges payment of Taxes, that practice shall continue.
- 7.2 Where the Broker processes and pays Taxes on behalf of the Insurer related to premium in respect of any Insurance Business, the Broker will hold such monies in accordance with clause 6.6 or 6.7 above for the Insurer and account to the Insurer for amounts received by the Broker in respect of such liability for Tax which the Insurer may have in respect of that Insurance Business.

8. Compliance

- 8.1 Each Party will comply with their respective legal, licensing and regulatory requirements applicable to the production, placing, claims handling and premium and claims accounting of any Insurance Business which the Broker places with the Insurer under this Agreement.

- 8.2 The Parties will pay due regard to the Contract Certainty Code of Practice published by the London Market Group (or successor body) in issue at the time of placing the Insurance Business, [in respect of UK risks or UK Clients].
- 8.3 The Broker will inform the Insurer in relation to all Insurance Business whether the Client is classified as a consumer or a commercial Client for the purposes of ICOBS, or for Insurance Business risks outside the UK, of any similar conduct laws or regulations applying to the Client, including but not limited to those relating to consumers or small businesses.
- 8.4 The Broker will forward promptly notices of Clients' rights to cancel Insurance Business in all instances where such notices are required by Chapter 7 of ICOBS and in accordance with those rules, or as otherwise required by applicable law.
- 8.5 Each Party will pay due regard to the BIPAR Principles.
- 8.6 Each Party shall pay due regard to, and co-operate in respect of the observance of, any applicable financial crime and international economic, financial or trade sanctions laws and regulations which bind the relevant Client, the Broker or the Insurer.
- 8.7 Neither Party shall take any action which facilitates the evasion of taxes anywhere in the world or which is contrary to any related financial crime laws and regulations (including without prejudice to the generality of the foregoing the Criminal Finances Act 2017).
- 8.8 Neither Party shall be involved in the offering, promising or giving of any financial or other advantage to any person in breach of any laws and regulations against bribery (including without prejudice to the generality of the foregoing the Bribery Act 2010).
- 8.9 The Parties shall insofar as required to do so and, whether or not either Party is an associated person of the other for the purposes of the Bribery Act 2010, the Criminal Finances Act 2017 or any other relevant laws and regulations, maintain on an ongoing basis appropriate systems, procedures and controls designed to prevent any breach of paragraphs 8.6 to 8.8 above.
- 9. Data Protection**
- 9.1 The Parties shall comply with the data protection provisions set out in Schedule 1.
- 10. Termination**
- 10.1 This Agreement shall terminate:-
 - 10.1.1 at any time by one Party giving written notice of termination to the other;
 - 10.1.2 immediately, without notice, should either Party become the subject of voluntary or involuntary rehabilitation or liquidation proceedings

(save for the purposes of amalgamation or solvent re-organisation) or become the subject of an action in bankruptcy or make or propose any composition with its creditors or otherwise acknowledge its insolvency;

- 10.1.3 immediately, without notice, should the Broker have any authority or permission granted to it by the UK Regulator (or other Regulatory Authority) withdrawn or altered by the UK Regulator (or other Regulatory Authority) in such a manner as materially to affect in any way the Broker's ability to introduce, arrange, conclude, administer, perform or otherwise be involved with any Insurance Business which is carried out between the Parties under this Agreement.

10.2 Following termination:-

- 10.2.1 the Parties will agree the procedure for administering the Insurance Business current at the time of termination;
- 10.2.2 the Broker will make all reasonable efforts to provide the Insurer with contact details for any Client or other party with whom the Insurer has contracted in the conduct of Insurance Business where:-
- (a) the Broker has acted as the agent of the Insurer; or
 - (b) where such information is reasonably required in order for the Insurer to carry out its obligations or exercise its rights in relation to Insurance Business concluded in accordance with this Agreement.
- 10.2.3 Where permissible the Parties will remain liable to perform their obligations in accordance with the terms of this Agreement in respect of all Insurance Business subject to this Agreement until all Insurance Business has expired or has otherwise been terminated.

11. Access to Records

- 11.1 The Broker will retain all of the Records created or held by it in its capacity as agent of the Insurer and all Records received by the Broker for the purposes of the introduction, arranging, concluding, administration or performance of the Insurance Business for a minimum of six years and in any event the minimum periods required by law or any Regulatory Authority with jurisdiction over the Broker, the Insurer or the Insurance Business.
- 11.2 The Broker agrees to allow the Insurer, on reasonable notice, to inspect and to take copies of the following:-
- 11.2.1 the accounting records pertinent to any Insurance Business including information relating to the receipt and payment of premiums and claims and documentation such as any insurance contract or Slip endorsements, addenda or bordereaux in the possession of the Broker relating to the Insurance Business; and

- 11.2.2 documents as may be in the possession of the Broker which were disclosed to the Insurer by the Broker in respect of any Insurance Business including, but not limited to, documentation relating to the proposal for the Insurance Business, the placing thereof (including endorsements and reinstatements) and any claims thereunder.
- 11.3 In the event that the Insurer requests the Broker to carry out any functions or duties on its behalf, such as the appointment of loss adjusters, lawyers or others, or the Broker otherwise acts as an intermediary between the Insurer and its representatives or agents:-
- 11.3.1 The Broker accepts the Insurer's appointment or instructions on the basis that the information received by it in respect of a claim made upon any Insurance Business is disclosable to the Broker's client.
- 11.3.2 All documentation and records created or received by the Broker in the performance of such functions or duties shall be and remain the property of the Insurer, other than documents over which the Broker has a proprietary commercial interest.
- 11.3.3 The Broker will take reasonable steps to retain, maintain and safeguard any of the Insurer's documents in the Broker's possession in accordance with any legal requirements which apply to the Insurer and of which the Broker has notice.
- 11.3.4 On termination of this Agreement for whatever reason and on reasonable notice the Broker will deliver up to the Insurer such documentation if requested.

12. Confidentiality

- 12.1 Except where otherwise set out in this Agreement (including but not limited to Clause 12.2 and Schedule 2) neither party shall, during the term of this Agreement or thereafter, use (except for the purposes expressly permitted by this Agreement) or disclose to any third party any confidential information which has been or may be supplied or divulged by the other party (including any information which is supplied by or to representatives, agents or advisers of the parties) either orally or in written or electronic/machine readable form that is either non-public, confidential or proprietary in nature ("Confidential Information").
- 12.2 A party shall be entitled, but only to the extent reasonably necessary, to disclose the whole or any part of the Confidential Information:
- 12.2.1 to its officers, employees, agents or professional advisers to the extent necessary to enable that party to perform or to enforce any of its rights or obligations under this Agreement and/or in relation to any policy, subject in each case to ensuring that the person in question keeps the same confidential and does not use the same except for the purposes for which the disclosure is made; or
- 12.2.2 in so far as required by law or regulation or to comply with legal requirements;

- 12.2.3 in so far as required by a court or tribunal of competent jurisdiction, by a Regulatory Authority or governmental body, or by any stock or securities exchange on which the party or any company in its Group is listed;
 - 12.2.4 in the case of the Insurer, to a reinsurer or prospective reinsurer or any of its associated bodies, or to a reinsurance broker or intermediary for the purposes of a reinsurance contract or potential insurance contract, but in any such case only to the extent that such disclosure is reasonably necessary for the purpose of such reinsurance.
- 12.3 Neither party shall make any announcement regarding the terms of this Agreement whether to the public, the trade or otherwise, without the express consent in writing of the other party. This clause does not prevent the Insurer from making statements about its terms of business generally.
- 12.4 This confidentiality undertaking shall continue in force notwithstanding termination of this Agreement.

13. Complaints

- 13.1 Each Party will notify the other in accordance with the rules of the UK Regulator (or other Regulatory Authority) of any complaint concerning the other Party relating to Insurance Business subject to this Agreement.

14. Protection of Reputation

- 14.1 Each Party agrees it will not, without the written authority of the other Party, make use of the other Party's corporate or trading names or logos and trade marks.
- 14.2 The "Aviva" name and corporate logo are registered trademarks of the Insurer and/or of other companies in its Group. The Broker may only use the "Aviva" name and corporate logo for the purposes of the activities undertaken by it in pursuance of this Agreement, unless the Insurer gives prior written approval for other purposes. Unless the Insurer gives prior written approval in writing, the Broker may not use the "Aviva" corporate logo on any documents or materials produced independently by the Broker or on its behalf.

15 Conflicts of Interest

The Parties will adopt and/or maintain procedures to ensure that each has in place arrangements for the identification and management of any conflicts of interest that may arise in relation to any Insurance Business.

16 Disclosure

The Broker will comply with relevant regulatory, fiduciary and legal requirements regarding disclosure of all forms of remuneration from any

arrangements it may have for remuneration in connection with Insurance Business.

17 Variation and Assignment

This Agreement may be assigned or varied only in writing by duly authorised representatives of the Parties.

18 Rights of Third Parties

A person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This clause shall not affect any right or remedy of a third party which exists or is available apart from that Act.

19 Dispute Resolution

19.2 The Parties to this Agreement are committed to resolving all disputes arising under it (and whether such dispute arises before or after termination of this Agreement) without the need for litigation and to allow as far as possible for commercial relationships to remain unaffected by disputes and therefore the Parties:-

19.2.1 will attempt in good faith to resolve any dispute or claim promptly through negotiations between respective senior executives of the Parties who have authority to settle the same;

19.2.2 will attempt in good faith, if the matter is not resolved through negotiation within three months of the dispute arising, to resolve the dispute or claim through mediation with the assistance of a mediator agreed between the Parties or as recommended to the parties by the Centre for Dispute Resolution or such similar organisation as the Parties may agree; or

19.2.3 if the matter has not been resolved by mediation within six months of the dispute arising, or if either Party will not participate in a mediation procedure, the Parties will refer the dispute in accordance with the Jurisdiction and Choice of Law Clause below.

19.3 Notwithstanding the above, either Party may seek the immediate protection or assistance of the High Court of England and Wales if appropriate.

20 Jurisdiction and Choice of Law

This Agreement shall be construed according to English law and any disputes arising under it shall, subject to the provisions of clause 18 above, be determined in the Law Courts of England and Wales.

21 Enforceability Clause

In the event any portion of this Agreement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

22 General Interpretation of this Agreement

In this Agreement, words importing the singular shall include the plural and vice versa. Headings are included for ease of reference and convenience only and shall not affect the interpretation of this Agreement.

23 Service of Notices

Any notices to be given under this Agreement shall be sent by first class recorded delivery post, by hand, or facsimile to the Compliance Officer at the registered office of the Party to be served. The notice shall be deemed to have been served, if posted, at the expiration of two business days after posting and if by facsimile, or by hand, at the expiration of one business day after it was dispatched.

24 Force Majeure

Neither Party shall be liable for any delay or non-performance of its obligations under this Agreement caused by an event beyond its control (a "Force Majeure Event") provided that the Party affected gives prompt notice in writing to the other Party of such Force Majeure Event and uses all reasonable endeavours to continue to perform its obligations under this Agreement.

24 Several Liability

The liability of each of the Insurers is several and not joint and is limited solely to the extent of those policies or parts of policies written by each respectively.

Signed for and on behalf of

The Insurer – AVIVA INSURANCE LIMITED

By

Tilan Duddy

Position

Authorised

Signatory

The Insurer – Aviva Insurance Ireland DAC

By

N

Nick Major

Position –

Manager

UK Branch

The Broker

By

Jony
Joint Managing Director.

Position

Schedule 1 - Intermediary-Specific Details

Intermediary name:

FIRST IRELAND RISK MANAGEMENT LTD

Intermediary registered office/principal place of business: 15 PARK GATE ST DUBLIN 8

Intermediary company registration number (if a company or other registered entity at
Companies House): 2412725

Firm Reference Number (Financial Services Register): C1236

Principal contact: TONY GILL

Name: TONY GILL

Position: JOINT MD

Address: 15 PARK GATE ST DUBLIN 8

Email: tony.gill@firstireland.ie

Phone (office): 00 353 1 8820859

Phone (mobile): 00 353 87 2540113

Settlement Periods (save where otherwise agreed in any Slip)

Settlements from you to Aviva

- Commercial policies – [60] Days
- Consumer & all other policies – [60] Days

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Schedule 2 - Data Protection

1. Definitions

In this Schedule, unless inconsistent with the context, the following words and phrases, shall have the following meanings:

- "**Aviva data**" means all data (including personal data which are processed) of, owned by or relating to any Aviva associated body which is generated by, supplied to, or is otherwise retained by, you or your sub-contractor pursuant to or in connection with this Agreement. This includes personal data relating to employees or contractors providing services to an Aviva associated body or Client data;
- "**data controller**", "**data processor**", "**data subject**", "**personal data**", "**personal data breach**", "**process/processed/processing**" and "**special categories of personal data**" shall have the same meaning as in the data protection laws;
- "**data protection laws**" means the GDPR (as amended and superseded from time to time), and/or all applicable laws, rules, regulations, regulatory guidance, regulatory requirements from time to time, in each case in each jurisdiction where personal data is processed pursuant to this Agreement;
- "**EEA**" means the European Economic Area;
- "**EU**" means European Union;
- "**GDPR**" means the General Data Protection Regulation (EU) 2016/679, together with laws implementing or supplementing the GDR, in each case as amended and superseded from time to time. Any reference to a provision of GDPR shall also refer to any equivalent provision under any other applicable data protection laws;
- "**member state**" means a member state of the EU;
- "**standard contractual clauses**" means 'Standard Contractual Clauses (Processors)' (as laid down in the Commission Decision 2010/87/EU of 5 February 2010) or the Standard Contractual Clauses (Controllers) (as laid down in Commission Decision C(2010) 5271);
- "**supervisory authority**" means (a) an independent public authority which is established by a member state pursuant to Article 51 of GDPR; and (b) any similar regulatory authority responsible for the enforcement of data protection laws.

2. General Obligations

- 2.1 In the performance of this Agreement, we and you at all times shall comply with our respective obligations under the data protection laws in respect of our processing of personal data.

3. Obligations as a controller

- 3.1 Where we disclose or transfer personal data to you, or you disclose or transfer personal data to us in performing our respective obligations under this Agreement, other than as anticipated under paragraph 4 of this Schedule, the following provisions shall apply to both you and us respectively.
- 3.2 When either you or we (the "discloser") disclose or transfer personal data, to the other party (the "recipient"), the relevant discloser warrants, undertakes and confirms that:

- 3.2.1 it is not, and will not be, subject to any prohibition or restriction which would restrict or otherwise affect its ability to disclose or transfer that personal data;
- 3.2.2 any such disclosure or transfer will not give rise to any breach of any provision of the data protection laws, any duty of confidentiality, any intellectual property rights of a third party or any contractual obligation on its part;
- 3.2.3 it will only disclose the personal data for one or more of the defined purposes which are consistent with the terms of this Agreement (other than to comply with a requirement of applicable law to which a party is subject) ("purposes");
- 3.2.4 it will take all reasonable steps appropriate to provide a fair processing notice to those data subject(s) whose personal data are to be disclosed to a recipient under this Agreement, informing them that their personal data will be disclosed to the recipient for the purposes;
- 3.2.5 it has obtained necessary consents or authorisations required to permit the disclosure of such personal data to the recipient for the purposes.
- 3.3 The relevant recipient shall:
- 3.3.1 put in place and maintain appropriate technical and organisational measures to protect the personal data against unauthorized or unlawful processing or accidental destruction, loss or damage;
- 3.3.2 have adequate security programmes and procedures to ensure that only authorised personnel have access to personal data and that any persons authorised to have access to personal data shall respect and maintain all due confidentiality;
- 3.3.3 only process the personal data for the purposes;
- 3.3.4 not process personal data for longer than is necessary to carry out the purposes (other than to comply with a requirement of applicable law to which the recipient is subject); and
- 3.3.5 not, save as set out in paragraph 5, transfer personal data to a jurisdiction that is located:
- (a) outside the EEA and such jurisdiction is not one the European Commission ("EC") considers pursuant to data protection laws to provide adequate protection; and/or
- (b) following any exit of the UK from the EU, outside the UK and such jurisdiction is not one the competent UK supervisory authority considers pursuant to data protection laws to provide adequate protection.
- 3.4 We and you shall co-operate with each other, to the extent reasonably requested, in relation to:
- 3.4.1 any data subject requests;
- 3.4.2 any other communication from a data subject concerning the processing of their personal data; and

- 3.4.3 any communication from a supervisory authority concerning the processing of personal data, or compliance with the data protection laws.

4. Obligations where You act as Aviva's Data Processor

4.1 Whilst it is anticipated that generally each of us will act as data controllers in handling of personal data in some situations you may act as data processor on our behalf (for example in handling collections of premium as our agent). In such cases, you warrant and undertake to us that:

4.1.1 you will not process, transfer, modify, amend or alter the personal data or disclose or permit the disclosure of the personal data to any third party other than in accordance with our documented instructions (whether in this Agreement or otherwise) in relation to any personal data which you process on our behalf, unless processing is required by law or legal requirements to which you are subject, in which case, you shall, to the extent permitted by such law, inform us of that legal requirement before processing the personal data;

4.1.2 you will not publish, disclose or divulge any of the personal data to any third party (including the data subject), unless directed to do so in writing by us;

4.1.3 you will not authorise any sub-contractor to process the personal data ("sub-processor") other than with our prior written consent, which we may refuse in our absolute discretion, provided that in the case of each approved sub-processor, you shall:

(a) provide us with full details of the processing to be undertaken by the relevant sub-processor;

(b) include terms in the contract between you and each sub-processor which are the same as those set out in this paragraph 4;

(c) insofar as that contract involves the transfer of personal data outside of (as applicable) the EEA or the UK, only transfer such personal data in accordance with paragraph 5 below; and

(d) remain fully liable to us for any failure by each sub-processor to fulfil its obligations in relation to the processing of any personal data;

4.1.4 you will ensure that, in respect of any personal data processed on behalf of us, you will implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk and take all measures required pursuant to Article 32 of GDPR. In assessing the appropriate level of security, you shall take account in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed;

4.1.5 without limitation to the foregoing, you shall implement and maintain each of the technical and organisational measures set out and referred to in this Agreement. We shall provide written notice to you if, in the reasonable opinion of Aviva, the technical and organisational measures set out in this Agreement need to be changed to take account of a change to data protection laws and you shall implement any changes to such measures as reasonably requested by us;

- 4.1.6 you shall make changes to the technical and organisational measures referred to in this Agreement as are necessary to ensure ongoing compliance with paragraphs 4.1.4 and 4.1.5 and promptly inform us of any such changes being made;
- 4.1.7 you shall take reasonable steps to ensure the reliability of any employee, agent or contractor who may have access to the personal data, ensuring in each case that access is strictly limited to those individuals who need to access the relevant personal data, as strictly necessary for the purposes set out in this Schedule 2 in the context of that individual's duties to you, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality;
- 4.1.8 you shall promptly notify us if you receive a request from a data subject under any data protection laws in respect of the personal data, including requests by a data subject to exercise rights in Chapter III of GDPR;
- 4.1.9 you shall provide such assistance as may reasonably be requested by us to enable us to comply with the exercise of Chapter III of GDPR rights by a data subject and/or to comply with any assessment, enquiry, notice or investigation under any data protection laws in respect of the personal data or this Agreement;
- 4.1.10 you shall notify us immediately upon becoming aware of or reasonably suspecting a personal data breach, and shall, unless paragraph 4.1.11 applies, provide us at the time of the original notification with sufficient information which allows us to meet any obligations to report a personal data breach under the data protection laws. Such notification shall as a minimum:
 - (a) describe the nature of the personal data breach, the categories and numbers of data subjects concerned, and the categories and numbers of personal data records concerned;
 - (b) communicate the name and contact details of your relevant contact from whom information may be obtained;
 - (c) describe the likely consequences of the personal data breach; and
 - (d) describe the measures taken or proposed to be taken to address the personal data breach;
- 4.1.11 if at the time of making the original notification described in clause 4.1.10, you do not have available to you all of the information set out in paragraphs 4.1.10(a) to 4.1.10(d), you shall include in the original notification such information as you have available to you at that time, and shall then provide the further information set out in paragraphs 4.1.10(a) to 4.1.10(d) as soon as possible thereafter;
- 4.1.12 you shall co-operate with us and take such reasonable commercial steps as are directed by us to assist in the investigation, mitigation and remediation of each personal data breach;
- 4.1.13 in the event of a personal data breach, you shall not inform any third party without first obtaining our prior written consent, unless notification is required by law or legal requirements to which you are subject, in which case you shall to the extent permitted by such law inform us of that legal

- requirement, provide a copy of the proposed notification and consider any comments made by us before notifying the personal data breach;
- 4.1.14 without prejudice to our general rights to audit under this Agreement and in addition to those rights, you will allow your data processing facilities, procedures and documentation to be submitted for scrutiny by our auditors or supervisory authority in order to ascertain compliance with the data protection laws and the terms of this Schedule 3. You shall provide full cooperation to us in respect of any such audit and shall at our request, provide us with evidence of compliance with your obligations under this Agreement. You shall immediately inform us if, in your opinion, an instruction pursuant to this paragraph 4.1.14 infringes the GDPR or other data protection laws;
- 4.1.15 you shall provide reasonable assistance to us with any data protection impact assessments which are required under Article 35 of GDPR and with any prior consultations to any supervisory authority of Aviva which are required under Article 36 of GDPR, in each case solely in relation to processing of the personal data by you on our behalf and taking into account the nature of the processing and information available to you; and
- 4.2 In the case of data held by you pursuant to Clause 11.3 of this Agreement, you shall cease processing Aviva data as soon as reasonably practicable and as soon as possible thereafter, either return, or securely wipe from your systems, the Aviva data and any copies of it or of the information it contains.
- 4.3 This Schedule 3 sets out the details required by article 28(3) GDPR as at the date of this Agreement. Aviva reserves the right to amend this Schedule at any time during the term of this Agreement by written notice to you if necessary to comply with any legal requirement or guidance from a supervisory authority, or if required to take account of any changes to the processing of personal data pursuant to this Agreement. The subject matter, and the purpose, of processing anticipated pursuant to your appointment as a data processor under this Schedule 3 is the collection of retail premiums. The nature of the processing shall be those processing operations which are necessary to collect the retail premiums. This processing shall be in relation to Clients. Personal data processed may include, without limitation, names, contact details, dates of birth, ID numbers, usernames, passwords and logon data, as well as special categories of personal data. The obligations and rights of Aviva as data controller are as set out in this Schedule 3 and elsewhere in this Agreement.
5. **Transfers of personal data outside the EEA or the UK**
- 5.1 In the event that a party or any data processor appointed by a party transfers personal data to a jurisdiction that is located:
- 5.1.1 outside the EEA and such jurisdiction is not one the European Commission ("EC") considers pursuant to data protection laws to provide adequate protection; and/or
- 5.1.2 (following any departure of the UK from the EU), outside the UK and such jurisdiction is not one the competent UK supervisory authority considers pursuant to data protection laws to provide adequate protection;
- Paragraph 5.2 shall apply.

- 5.2 the provisions of the standard contractual clauses shall apply to all processing of personal data such party and/or its data processor on the following basis:
- all terms set forth in the standard contractual clauses are hereby incorporated herein by reference with the same force and effect as though fully set forth herein;
 - if there is any conflict or inconsistency between a term in this Agreement and a term in the standard contractual clauses incorporated into this Agreement, the term in the standard contractual clauses shall take precedence;
 - the Illustrative Commercial Clauses (Optional) therein do not apply, save that in respect of dispute resolution between the data exporter and data importer the provisions of this Agreement's dispute resolution clause shall apply;
 - the data exporter shall process the personal data in accordance with clause (II)(h)(iii) therein; and
 - for the purposes of Annex B therein, the description of the transfer is as set out in the Annexure hereto;

6. Aviva holding data about You

- 6.1 Aviva may hold personal data relating to you, including details of your director(s) and other officer(s), partners/proprietor, any of your approved persons, or other employees, sub-agents, introducers, outsourcing providers or Clients, and may use such data for the purposes of administering the account, enforcing its rights under this Agreement, or any other agreement between Aviva and you, or for the purposes of assessing further agreements or relationships with you, debt management and recovery and compliance with any regulatory codes/rules, or relating to any policy. Such data may also be disclosed by Aviva to other Aviva group companies and to third party insurers, trade associations, credit reference agencies (see paragraph 7 below) and regulatory bodies/organisations/authorities for such purposes. You undertake to obtain all necessary consents or authorisations required to permit such use and disclosure of such data for the purposes stated in this paragraph 6.1 and you will provide appropriate fair processing notices to the data subjects stated in this paragraph 6.1 whose personal data are to be disclosed, informing them that their personal data will be disclosed to Aviva for the stated purpose.

7. Credit and other checks

- 7.1 For the purposes of this Agreement, Aviva may from time to time search files made available to Aviva by credit reference agencies for credit referencing and credit scoring purposes. Those credit reference agencies involved may keep a record of that search. Aviva may also pass to credit reference agencies information that Aviva holds about you and your payment record with any member of Aviva's group. Credit reference agencies share information with other organisations, enabling applications for financial products or services to be assessed or to assist in the tracing of debtors or to prevent fraud. Individuals have a right of access to any personal data files held as permitted under the data protection laws.

ANNEXURE

Data subjects

The personal data transferred concern the following categories of data subjects:

Any data subject whose personal data is required in connection with the placement and administration of a contract of (re)insurance which is subject to the Terms of Business Agreement executed between the parties including, but not limited to:

- Potential or actual policyholders and their family members
- Beneficiaries under a policy and their family members
- Claimants
- Other parties involved in a claim including, experts (including medical experts), loss adjusters, lawyers and claims handlers.

Purposes of the transfer(s)

The transfer is made for the following purposes:

For purposes related to the placement and administration of a contract of (re)insurance which is subject to the Terms of Business Agreement executed between the parties including, but not limited to:

- Establishing a client relationship, including fraud, anti-money laundering and sanctions checks
- Checking credit where a party is taking any credit risk
- Evaluating the risks to be covered and matching to appropriate (re)insurer, policy and premium
- The provision of (re)insurance cover including performing the obligations and exercising the rights of the (re)insurer thereunder, including exercise of subrogation rights against third parties
- The carrying out of sanctions and financial crime checks in accordance with applicable laws and regulation
- General client care, including communicating with clients
- Collection or refunding of premiums, paying on claims, processing and facilitating other payments
- Facilitating premium finance arrangements
- Managing insurance claims
- Defending or prosecuting legal or other dispute resolution mechanism claims
- Investigating and prosecuting fraud
- Arranging the renewal of (re)insurance
- Complying with legal or regulatory requirements

Categories of data

The personal data transferred concern the following categories of data:

The categories of personal data transferred will depend on the type of each individual (re)insurance contract. It is envisaged that these will include, but not be limited to:

Individual details ► name, address (and proof of address), other contact details (e.g. email and telephone details), gender, marital status, family details, date and place of birth, employer, job title and employment history, relationship to the policyholder, insured, beneficiary or claimant.

Identification details ► identification numbers issued by government bodies or agencies (e.g. depending on the country you are in, social security or national insurance number, passport number, ID number, tax identification number, driver's license number).

Financial information ► payment card number, bank account number and account details, income and other financial information.

Insured risk ► information about the insured risk, which contains personal data and may include, only to the extent relevant to the risk being insured:

- **Health data** ► current or former physical or mental medical conditions, health status, injury or disability information, medical procedures performed, relevant personal habits (e.g.smoking or consumption of alcohol), prescription information, medical history;
- **Criminal records data** ► criminal convictions, including driving offences; and
- **Other Special Categories of Personal Data** ► racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, data concerning an individual's sex life or sexual orientation.

Policy information ► information about the quotes individuals receive and the policies they obtain.

Credit and anti-fraud data ► credit history and credit score, information about fraud convictions, allegations of crimes and sanctions details received from various anti-fraud and sanctions databases, or regulators or law enforcement agencies.

Previous claims ► information about previous claims, which may include health data, criminal records data and other Special Categories of Personal Data (as described in the Insured Risk definition above).

Current claims ► information about current claims, which may include health data, criminal records data and other Special Categories of Personal Data (as described in the Insured Risk definition above).
Recipients

The personal data transferred may be disclosed to the following recipients or categories of recipients:

- Claims handlers
- Lawyers
- Loss adjusters
- Police
- Other (re)insurers
- Courts
- Anti-fraud databases
- Experts
- Third parties involved in handling or otherwise addressing the claim, such as health care professionals
- Third parties involved in the investigation or prosecution, such as private investigators

Sensitive data (if appropriate)

The categories of personal data transferred will depend on the type of each individual (re)insurance contract. It is envisaged that these will include, but not be limited to, those categories identified above.

Data protection registration information of data exporter (where applicable)
Not applicable.

Additional useful information (storage limits and other relevant information)

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Contact points for data protection enquiries

LINDA GALLAGHER

As per Schedule 1 to this Agreement