



Standard **intermediary agreement**

1. Definitions

Throughout this agreement there are words shown in **bold type**. Whenever **we** use these words in the agreement they will always have the following meanings:

Customers	Anyone who purchases our products who was introduced by you .
FSA	The Financial Services Authority.
On Line	Via the internet.
Policy	Any individual product sold to a customer where the first monthly premium has been paid.
Product(s)	The range of general insurance schemes made available by us .
Underwriters	The insurance companies who provide the insurance for our products .
We/Us/Our	3XD Limited.
You/Your/Yourself	The intermediary firm entering this agreement.

2. Purpose of the agreement

This agreement sets out the trading terms between **you** and **us**. **You** warrant that **you** have the power to enter this agreement and have obtained the necessary approvals to do so.

You agree to market and procure sales of **our products**. **We** agree to administer **our products** that **you** sell to **customers**.

3. Sale of the **products**

You are responsible for the sale of **our products**. **We** will provide support to **you** in the sale of **our products** including making available **our on line** quotation system and providing **on line product** guidelines, email updates about changes to our **products** or new **products** and telephone support.

4. Administration

You agree that **we** are solely responsible for all of the administration of **our products** directly with **customers** including, but not limited to, issuing of documentation, collection of premiums, renewals and handling mid term adjustments.

5. Premiums

You agree that **you** will not quote any premium for **our products** other than those quoted through the correct use of **our on line** quotation system.

6. Claims

- **You** agree that **we** are solely responsible for all claims administration directly with **customers**.
- **You** agree not to make any comment or representation about any claims.
- **You** agree not to settle or agree any claims.
- **You** agree to refer any documentation or information about any claims to **us** immediately.

7. Complaints

- **You** are responsible for handling and resolving complaints from **customers** about the sale of **our products** or the actions of **your** employees, agents, servants or representatives. **We** will notify **you** immediately if any such complaints are received by **us**.
- **You** agree to handle all such complaints in compliance with the applicable regulations laid down by the **FSA** and to be responsible for any compensation due to **customers** in respect of these activities.
- **We** are responsible for handling and resolving complaints from **customers** about the administration of **our products**. **You** will notify **us** immediately if any such complaints are received by **you**.
- **We** and **you** agree to provide the other party any such information, assistance and documentation required to resolve any complaints from **customers**.

8. Cross Selling

We agree that **we** will not contact the **customers** to offer any other services without **your** prior consent.

9. Representation and Warranties

- 9.1 **You** agree that **you** will not make any representation and warranties to **customers** that are not confirmed by the standard wording for **our products**.
- 9.2 **You** agree that **you** will not provide any misleading information about **our products** to **customers** or make any unfair criticisms about similar insurance offered by anyone else.
- 9.3 **You** agree that **you** will not use any advertising, promotional or sales literature describing **us** or the **underwriter** that **we** have not supplied or approved in writing.
- 9.4 **You** agree that **you** will not use **our** logo or the **underwriters** logo for without **our** prior written approval.
- 9.5 **You** agree that **you** will not represent **yourself** (or permit any of **your** employees, agents, servants or representatives to represent themselves) as employees of **us** or employees of the **underwriters**.

10. Financial Services Authority

- 10.1 **You** agree to adhere to the procedures laid down by the **FSA** for the sale of **our products** and any onward servicing which **you** are involved with.
- 10.2 It is **your** responsibility to ensure **you** remain authorised by the **FSA** to carry out the insurance activities required to fulfil **your** obligations under this agreement.
- 10.3 **You** agree that should **you** not remain authorised by the **FSA** for insurance activities that **we** will immediately become responsible for servicing of the **customers** in respect of **our products**, unless **you** and **us** other agree in writing to transfer the servicing rights to another intermediary.

11. Professional Indemnity Insurance

You agree to maintain professional indemnity insurance cover in connection with **your** rights and obligations under this agreement which will cover:

- Any liability arising from any act, error, omission (including negligence) by **you** or any of **your** employees, servants or agents;
- Any dishonest or fraudulent acts or omissions; and
- Any award of compensation incurred by any regulatory body or any dispute resolution body to which **we** belong arising out of any default, action, omission or breach committed by **you** or any of **your** employees, servants or agents.

12. Websites

Where **you** detail **our products** on **your** website, **you** agree to seek **our** prior written approval of any information about **our products** which is included and to provide a hyperlink to **our** website.

13. Commission

- 13.1 **We** agree to pay commission any **policy** sold under this agreement at the rates shown in schedule A for each month that the **customer** pays the monthly premium due and the **policy** remains in force.
- 13.2 Where **we** agree to pay indemnity commission **we** will advance commission for the first 12 months of the **policy** and will pay monthly commission for each month that the **customer** pays the monthly premium due from month 13 whilst the **policy** remains in force.
- 13.3 The parties agree that Appendix A can be amended by **us** in writing. **We** agree that changes will not affect **policies** which are already in force.

14. Repayment of Commission

You agree to repay any commissions paid in respect of premium refunded on any **policy** where:

- The **customer** effects their right to cancel the **policy** and receive a refund of the full premium paid;
- The **customer** is entitled to any part refund of premiums under the terms of their **policy**;
- **We** agree (at **our** sole discretion) to refund any premium paid by the **customer**;
- **We** are required to refund any premium paid by the **customer** by any dispute resolution body to which **we** belong or regulatory authority.

15. Repayment of Indemnity Commission

Where **you** have been paid indemnity commission, **you** agree to repay any proportion of commission relating to unpaid or future premium where the **policy** cancels the indemnity period.

16. Termination of this agreement

This agreement will be terminated when the earliest of the following events occurs:

- 16.1 **You** go into liquidation on either a compulsory or voluntary basis.
- 16.2 Where a receiver is appointed in respect of the whole of any part of **your** assets.
- 16.3 In **our** sole opinion **you** or any of **your** employees, agents, servants or representatives acts fraudulently or dishonestly in respect of **your** obligations under this agreement.
- 16.4 Unless otherwise agreed between the parties, **you** or any of **your** employees, agents, servants or representatives is convicted of a criminal offence other than a road traffic offence.
- 16.5 **You** cease to carry on **your** business.
- 16.6 **You** cease to be authorised by the **FSA** for insurance activities.
- 16.7 **You** or **we** terminate this agreement by giving 30 days written notice.

17. Consequences of termination

Upon termination of the agreement the following procedures occur:

- 17.1 **You** will no longer have any authority to market **our products**.
- 17.2 **You** agree to immediately cease to access the intermediary area of **our** website.
- 17.3 **We** will become responsible for the servicing of **customers** in respect of the **products**, unless the parties agree to transfer the servicing rights of the **policy** to another intermediary.

18. Commission payments upon termination

Provided that the termination of this agreement is not brought about as a result of clauses 16.1 to 16.4 commissions will continue to be paid to **you** whilst the **policy** remains in force, unless the parties agree in writing to transfer the servicing rights of the **policy** to another intermediary or we are required to cease payment of commission by law or by any regulatory requirement.

19. Miscellaneous

- 19.1 This agreement supersedes any prior agreement between the parties and any such agreements are cancelled without affecting any rights that have already accrued to either of the parties.
- 19.2 Any notice served on **us** must be made in writing to **our** registered address and can be delivered by hand, email, first class post or recorded delivery only.
- 19.3 Any notice served by **us** must be made in writing to the last know address **we** have for **your** business and can be delivered by hand, email, first class post or recorded delivery only.
- 19.4 Any notice will be deemed to have been served if delivered by hand, at the time of delivery or where delivered by email, first class post or recorded delivery, 48 hours after posting.
- 19.5 No delay or failure (whether express or implied) or any partial exercise of its rights by one of the parties in enforcing against the other party any of the provisions of this agreement for any breach of or default in performing any of those provisions shall constitute a waiver of this agreement and shall not prevent the waiving party from enforcing any of the other provisions of this agreement or from acting upon any subsequent breach of or default by the other parties hereto under any of the provisions of this agreement.
- 19.6 This agreement and all rights and obligations hereunder are personal as to the parties hereto and neither of the parties shall assign or attempt to assign any such rights or obligations.
- 19.7 This agreement may be relied on only by the parties and it is not intended to be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999 by any other party.
- 19.8 If any provision of this agreement is found by any court or administrative body of competent jurisdiction to be void or unenforceable, it shall be deemed to be deleted from this agreement and the remaining provisions in this agreement shall continue in full force and effect.
- 19.9 The parties are free to choose the law applicable to this agreement. Unless specifically agreed to the contrary this agreement shall be governed by the laws of England and subject to the exclusive jurisdiction of the courts of England.

Appendix A – Commission Rates

Product	Commission Rate for policies with a start date from 1st October 2007 To 31st May 2008	Commission Rate for policies with a start date from 1st June 2008 until further notice
Buildings & Contents Insurance for Homeowners	30% of the monthly premium (excluding Insurance Premium Tax)	30% of the monthly premium (excluding Insurance Premium Tax)
Buildings & Contents Insurance for Landlords	30% of the monthly premium (excluding Insurance Premium Tax)	30% of the monthly premium (excluding Insurance Premium Tax)
Mortgage Payment Protection Insurance	28.5% of the monthly premium (excluding Insurance Premium Tax)	30% of the monthly premium (excluding Insurance Premium Tax)