

Terms of Business

Terms of Business

You must retain these papers as a record of Terms of Business with Holloway Friendly.

1. Definitions

In these Terms of Business,

1992 Act	shall mean the Friendly Societies Act 1992 as amended by the 2000 Act;
Acts	shall mean the 1992 Act, and FSMA;
Authorised person	shall mean a person who is individually or as part of a professional firm authorised in accordance with section 31 of FSMA and who has been granted and continues to hold permission under Part IV of FSMA to submit Business to Us under these terms and conditions;
Business	shall mean the arrangement by You and the underwriting by Us of Insurance business carried out by the Society pursuant to the Society's Rules;
Client/Clients	shall mean a person(s) You act for in connection with the offering of Membership of the Society;
Commission	shall mean the remuneration We pay to You;
Commission Terms	shall mean the terms describing the rates of remuneration to which You are entitled, as listed on the schedule and notified to You in writing from time to time;
Data Protection Legislation	shall mean Regulation (EU) 2016/679 (The General Data Protection Regulation or 'GDPR', The Data Protection Act 2018 and all equivalent legislation and member states' articles enacted in the UK in respect of the GDPR and protection of personal data and the Privacy and Electronic Communications (EC Directive) Regulations and any guidance or codes of practice issued by the European Data Protection Board or Information Commissioner from time to time (all as amended, updated or re-enacted from time to time);
FCA	shall mean the Financial Conduct Authority and includes any successor body carrying out similar functions with regard to You or Us as were carried out by the Financial Conduct Authority at the date on which these Terms of Business were sent to You;
FSMA	shall mean the Financial Services and Markets Act 2000;
ICO	shall mean the Information Commissioner's Office or any subsequent organisation(s) with equivalent powers and responsibilities;
IFA	shall mean an independent financial adviser who is authorised and has Part IV permission under FSMA for advising on, agreeing and arranging range of products from all product providers;
Interest Rate	shall mean 4% over the Bank of England base rate as varied from time to time;
Intermediary	shall mean a firm acting as an Insurance intermediary and authorised or otherwise permitted to do so under FCA rules;
Intermediary Personal Data	shall mean personal data about those individuals who run or own the firm that is proposing to enter into this contract with the Society, or if a sole trader, that sole trader and the firm's employees and registered Individuals;
Membership	shall mean any contract incorporating the Society's Rules (as amended from time to time) and shall where applicable mean any one or more Membership(s) issued or to be issued to a Client;
Money Laundering Regulations	means the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (SI 2017/692);
Personal Guarantee Deed	shall mean an agreement between You and Us where the Director(s) of Your business accepts responsibility for any company debts owed to Us in the event that any such debt cannot be paid back by Your business.

Policy	shall mean a contract issued to a Client following an accepted application sent by You and for which You have received Commission paid in accordance with Our published Commission terms;
PRA	shall mean the Prudential Regulation Authority of the Bank of England and includes any successor body carrying out similar functions with regard to Us as were carried out by the Financial Conduct Authority at the date on which these Terms of Business were sent to You;
Premium	shall mean any payment by or on behalf of a client towards Membership of the Society and Premiums paid or payable in respect of such Membership;
FCA Rules	shall mean the FCA Handbook of Rules and Guidance;
Society	shall mean The Original Holloway Friendly Society Ltd., whose Registered Office is situated at Holloway House, 71 Eastgate Street, Gloucester GL1 1PW;
Society's Rules	shall mean the rules of the Society as amended (if applicable) by Us from time to time;
The Elixir 2000 group	shall mean the advisory and consultative third party We and other insurers are members of;
Unearned Commission	shall mean the amount of any Commission, which is due to be repaid to the Society by You by means of Clawback of Commission paid in accordance with the Society's published rates of Commission, referred to in the attached schedule which forms part of these Terms of Business;
We, Us or Our	shall refer to the Society;
Working day	shall mean a weekday, not a day that is a Saturday, Sunday Bank or Public Holiday in England; and
You or Your	shall refer to the IFA or Authorised person with whom We have agreed to do Business and to whom these Terms of Business have been sent.

All references in these Terms of Business to statutes, statutory instruments or to rules and guidance made under them shall be construed to refer to any amendment, modification or re-enactment of the same for the time being in force.

2. Introduction

The Society is authorised by the PRA and regulated by the PRA and the FCA with permissions under Part IV of FSMA to carry out certain regulated activities in respect of long term insurance business. Our main function is in the offer and issue of income protection plans. This document describes the terms on which We will conduct Business with You in relation to non-investment insurance contracts.

3. Scope

These Terms of Business set out conditions upon which We accept Business from You under the Acts. We reserve the right to amend or supersede these Terms of Business at any time.

By accepting these Terms of Business You undertake to Us that You will comply with all legislation and regulatory requirements applicable to You including but not limited to FSMA, the FCA Rules and the General Data Protection Regulation (EU) 2016/679 (GDPR) and any statutory modification, alteration or amendment thereto.

We will only accept Business from You if You are authorised by the FCA with all necessary permissions to conduct Business with Us.

We are not obliged to accept Business from You and reserve the right to refuse or cease to accept Business from You and We will not accept Business from You if You cease to be an Authorised person. It is incumbent on You to advise Us if You cease to be an Authorised person.

You are the agent of the Client in relation to all aspects of the Business.

By signing these Terms of Business You agree to indemnify Us against all claims, demands, actions, costs, expenses, losses or damages, arising from or incurred by reason of Your actions and/or omissions in relation to the Business or which arise in any way from fulfilment or non-fulfilment of Your obligations under these Terms of Business, or Your obligations to third parties. This shall include, but not be limited to, claims, demands, actions, costs, expenses, losses or damages which We suffer or incur because You acted outside Your authorisation. Payment shall be made on demand and shall include interest at the Interest Rate.

4. Commission

All matters relating to the payment of Commission by Us to You shall be governed by the Rules and other provisions of these Terms of Business. We will only pay commission on Indemnity terms where we have received notice in writing from you and we have expressly agreed this with you in writing. A Directors Personal Guarantee may be required. We reserve the right to vary the terms of commission offered to you at any time. We will pay

You the agreed Commission in relation to the sale of Our products as outlined in the attached schedule as amended by Us from time to time and notified by You. We reserve the right to give 30 days notice to replace or amend Our published rates of Commission. The change in Commission will apply to the first Commission payment after the notice period has ended.

We will email the replacement or amended terms to You. We will not reissue the actual terms of business to You, just the revised schedule of commission terms.

We will credit your bank account by BACS at least at twice-monthly intervals with Commission on all Business You submit to Us which is accepted by Us and has gone on risk. Commission in respect of existing contract variations or increases of existing contracts, will only be payable where an increase of Premium greater than 10% occurs. We will defer payment of Commission until a total of at least £50 or such other amount as We may notify from time to time is due to You.

In the event of You ceasing to be an Authorised person; or where You or Your Client notifies Us that You are no longer their agent; or Your Client fails to pay the required Premium when due (each a "Triggering Event"), We shall:-

- a. cease paying Commission
- b. stop communicating with You regarding your Clients that have policies with Us
- c. demand from You repayment of Unearned Commission paid to You in respect of any Policy and in respect of the period from the date of the Triggering Event to the date of demand.

You shall pay to Us on demand all sums due from You to Us under sub-paragraph c. above together with interest at the Interest Rate from the date on which the Unearned Commission had originally been paid to You to the date on which You pay it back to Us.

We will provide a Commission statement when We make a payment to You. This statement will be the prime record of Commission due to You. Such Commission statement whether in writing, disc, tape, direct-online communication to computer terminal, or any other method of communication agreed by Us with You shall be deemed to be the record of Commission due to You.

If a Policy is terminated by reason of a failure to pay Premiums the Unearned Commission, calculated from the date the last Premium was paid, shall be debited from Your Commission account, and

- a. if the balance due to You on such account exceeds the Unearned Commission, the Unearned Commission shall be set off against the balance due to You, or
- b. if the debit creates a debit balance on Your Commission account You must repay it to Us immediately.

We will use Our best endeavours to give You notice as

soon as possible after We become aware that a Premium has not been paid when due.

If the debit balance referred to above is not repaid upon receipt of Our notice of non-payment of Premiums, interest shall be charged on the debit balance at the Interest Rate and may be debited to Your Commission account, unless the Unearned Commission is repaid within three months of notification of non-payment.

Notwithstanding the foregoing provisions of this clause 4 (Commission), if one of Your Clients dies during the initial earnings period We would not request that You repay any Unearned Commission to Us unless these Terms of Business have ceased to apply to You following the occurrence of any events set out in clause 8 (Termination of terms of business). Should a Client die after these Terms of Business cease to apply to You, You remain accountable and must repay Unearned Commission paid to You in respect of that Policy.

We are not responsible for any costs You incur whilst You are agent for Your clients.

We reserve the right to require You (and/or your directors) to provide appropriate guarantees in the form of a signed Personal Guarantee Deed before We pay Commission to You.

You must notify Us in the event of new directors join You. We reserve the right to request guarantees from any new directors in accordance with the clause above

5. Documentation

You must pass on immediately, without amendment, any documentation which is generated by Us for, or completion by, Your Client in relation to the Policy. Any copies You retain of documentation supplied by Us must be available to Us to inspect, or if requested sent to Us, on demand.

You must show Your FCA authorisation number on each proposal submitted to Us.

We will observe the Client/adviser relationship but We reserve the right to send specific communications direct to Your Client if necessary.

You must produce to Us on demand such records, books and accounts as We may reasonably require in connection with the Business.

It is Your responsibility to ensure that all the information disclosed to You by Your Client, is accurately recorded in completing an application for Membership of the Society on behalf of a Client. Furthermore it remains Your responsibility to relay to Us in writing details of any material changes in the information disclosed by Your Client in their application form at any time after it has been sent to Us, even after acceptance and where the Policy is in force.

6. Anti-money laundering

You must comply with all legislation, guidance and FCA Rules on anti-money laundering issued by the FCA and Joint Money Laundering Steering Group and by any successor or other competent bodies. We intend to rely on You for the purposes of satisfying Regulation 39(1) of the Money Laundering Regulations and You undertake to Us that You will fulfill the obligations set out in regulation 39(2)(a) and 39(2)(b)(ii), and immediately on request by Us supply to Us all information required under regulation 39(2)(b)(i), of the Money Laundering Regulations.

7. Payment of premiums

All Premiums are payable by Direct Debit. We cannot accept Premium payments by cash or by cheque.

8. Termination of terms of business

Without prejudice to Your ongoing obligations in respect of Unearned Commission, these Terms of Business will terminate immediately upon the occurrence of any of the following events:

- a. You cease to be an Authorised person
- b. Your business, being a company, is wound-up by resolution or by court order or a meeting is called or petition is presented for it to be wound up (unless You have given Us notice of the meeting or petition and We have determined in Our absolute discretion that it is frivolous, vexatious or otherwise certain not to result in a winding up);
- c. Your business, being a partnership or other unincorporated association, is dissolved or any action is taken that is reasonably likely to result in Your dissolution;
- d. You, if a sole trader, die or otherwise cease trading;
- e. You become or are declared bankrupt, insolvent or convene a meeting of or make or propose to make arrangement or composition with Your creditors or a liquidator, receiver, manager, trustee or similar officer is appointed over any of Your assets; or
- f. Either You or We may terminate the Terms of Business with immediate effect by written notice to the other.

You undertake to notify Us immediately upon becoming aware of the occurrence of any of the events set out in a) to e) above.

9. Variations

We reserve the right to vary these Terms of Business immediately in which event notice of variation will be given as soon as reasonably practicable. Such variation will not affect any Membership which is in force or

proposal for Membership received by Us before the variation to the Terms of Business takes effect.

Variations for these purposes shall not include changes in rates of Commission for which We shall give You at least 30 days' notice as set out in clause 4 (Commission) above.

10. Data Protection Legislation

10.1 Customer Personal Data

You and We each acknowledge that we are both Data Controllers in our own right. Each party will only supply to the other, such information about Clients, including potential Clients, as is required to allow us both to discharge our roles as Data Controller in respect of the data subject in accordance with the Data Protection Legislation. Each party is separately responsible for complying with the Data Protection Legislation. For the avoidance of doubt, it is not envisaged that either party will be processing data as the Data Processor of the other party.

You warrant that You will only pass personal data, including special categories of personal data, as defined in Data Protection Legislation, to Us as the customer's agent and/or with their permission and will draw all of Our data protection notices and Our current Privacy Notice, in force from time to time and available on Our website, to the Data Subject's attention. You will document the Data Subject's consent wherever required, including but not limited to, on Our application forms and 'on line' application system.

You warrant that any personal data supplied to Us by You, is not subject to any prohibition or restriction that:

- a. would prevent or restrict You from providing the personal data to Us,
- b. would prevent Us from processing the personal data, including ensuring that any required consent is valid, for such purposes as are outlined in the Society's Privacy Notice
- c. is limited to what is necessary for Us to undertake the activity specified.

You acknowledge that where You receive personal data about the data subject from Us, including but not limited to underwriting decisions, You do so as the customer's agent/or as Data Controller in Your own right. Should You retain copies or further process such personal data, including transmitting it to third parties, You do so as Data Controller in Your own right.

Each party will supply reasonable assistance to the other to allow data subjects to properly exercise their rights, including relaying requests of the data subject to exercise such rights promptly to the other party where the data subject has misdirected such requests.

Each party shall relay any regulatory correspondence relating to the other, including but not limited to the ICO where that correspondence relates to the processing of the other party.

Where You are granted access to personal data as the agent of the customer and/or to fulfil Your own legal, regulatory and contractual obligations by Us, You will take all appropriate technical and organisational measures to protect the personal data, including limiting the access of staff to the data appropriately, to at least the standard required of a Data Controller under the Data Protection Legislation.

Each party will inform the other party as soon as practicable of any data breach or data loss requiring data subject or ICO notification if it relates to mutual customers, including such information as has to be included in the notifications to data subjects or the ICO.

10.2 Intermediary Personal Data

The Society will process Intermediary Personal Data in connection with performance of Our obligations under this terms of business and to exercise Our rights, where appropriate under it. In addition to information You supply, We will also obtain publicly available data such as data available on the FCA register and Companies House to verify the authorisations held by You and to examine your regulatory record. We reserve the right to perform credit searches and to search industry databases, such as the Elixir 2000 database, relating to Your creditworthiness and that of any owners, partners executives and/or senior management or if a sole trader, the sole trader. We will provide information to the Elixir 2000 Industry database as amended from time to time about commission debts and other relevant information about commission for regulatory, legal and administrative purposes including if We commence legal action against You. Such information can be viewed by other members of The Elixir 2000 group which includes the Financial Conduct Authority and other financial service companies who are members.

We will also use contact details of individuals at the intermediary to supply updates about products and to conduct Market Research. Individuals at the intermediary who do not wish to receive such information should contact Our Data Protection Officer.

Individuals have the right to request copies of personal information and to object to Our use of the intermediary personal data and can exercise these rights by e-mailing DataProtectionOfficer@holloway.co.uk or writing to Us at Data Protection Officer, Holloway House, 71 Eastgate Street, Gloucester, GL1 1PW.

You can find further information on how we use your information in our Privacy Notice which can be viewed at www.holloway.co.uk/privacy-notice-insurance-intermediaries

11. Other matters

If We fail or delay the exercising of any right or remedy contained in these terms, it is neither intended nor can it be considered that it is deemed to be a waiver of such right or remedy.

These Terms of Business together with the Commission Terms in force from time to time comprise the whole agreement between You and Us.

Any notice required to be given by Us under these Terms of Business will be given by whichever medium We consider to be appropriate, so it is up to You to notify Us of any change in contact information as We shall use the latest information as shown in Our records.

Unless specified otherwise in these Terms of Business or We have agreed otherwise in writing, any notice given by You under these Terms of Business shall be in writing and shall be sent by first class post to Us at Holloway House, 71 Eastgate Street, Gloucester, GL1 1PW marked for the attention of Head of Distribution. Where notices are required to be given immediately they shall also be sent by email to advisers@holloway.co.uk or by such other electronic means as We may specify to You from time to time.

These Terms of Business supersede all other previous agreements and communications whether in writing or orally relating to the provision of Your services for Clients and any such prior agreements are cancelled as at the date of this document. You acknowledge that You are not entering into this document in reliance on any representation not expressly set out in this document and/or the Commission Terms.

These Terms of Business shall be governed in accordance with the law of England and Wales in respect of any claim or matter arising under or in connection with these terms.

Should any court or administrative body of competent jurisdiction decide that any provision in these Terms of Business to be unenforceable or invalid that provision shall be enforceable to the extent legally possible and such invalidity or unenforceability shall not affect the other Terms of Business provisions which will remain in full force and effect.

Anyone who is not contracted to these Terms of Business has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any of these Terms of Business. This however does not affect any right or remedy of a third party which exists or is available apart from that Act.

Holloway Friendly Return Terms of Business Acceptance

For new agency set up only.

Date	Pages (including cover) ONE
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Company Name
Main Contact Name
Main Contact Telephone Number
Main Contact Email Address

Please Tick

I confirm receipt of the Terms of Business and I accept and understand the Terms and Conditions.

Please complete the contact details and email address above as future changes to our published commission rates will be sent by email.

I would like to sign-up to receive email updates from Holloway Friendly. You can unsubscribe at any time.

Bank details

In order that we can pay commission please complete your bank details below

Name of Bank	
Account to be credited	
Bank Sort Code	Account Number

Accepted and agreed

Signature		Print Name	
Position		Date	
FCA FRN Ref No.			

Please return to:
Fax no: 01452 386859
Or email: mail@holloway.co.uk

Contact us.

We're here to help.

Address

Holloway House
71 Eastgate Street
Gloucester GL1 1PW

 **0800 716 654**

 advisers@holloway.co.uk

 holloway.co.uk

We're here

Monday - Friday 9.00am to 5.00pm