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TERMS OF BUSINESS AGREEMENT

This agreement is between: Nice 1 Limited (**Nice1**) of Nice 1 House, Broad Lanes, Bilston, West Midlands WV14 0RQ and 3rd party Company (**broker**) who has signed up or is signing up with Nice1 in an insurance brokering capacity each a "**party**" and together the "**parties**".

In this agreement the masculine gender includes the feminine and neuter and the singular includes the plural and vice versa and words denoting persons shall include bodies corporate, unincorporated associations and partnerships; and the words "including", "include", "for example", "in particular" and words of similar effect shall not limit the general effect of the words which precede them and where terms are abbreviated in brackets in bold, the abbreviation when used shall hold the meaning of the originating term.

- 1) **Nice1** appoints the **broker** as its agent for the sale of general insurance policies provided by **Nice1 (policies)** and for any other such arrangements as may be agreed in writing between the **parties**, and the **broker** hereby accepts such appointment.
- 2) This agreement is accepted on behalf of the **broker** by a duly authorised person.
- 3) The **broker** must be authorised by the Financial Conduct Authority or its successor body (**FCA**), for general insurance business for the duration of this agreement and must always act accordingly.
- 4) The **broker** will always fully comply with the current **FCA** rules on status and product disclosure.
- 5) The **broker** will comply with all **FCA** required reviews conducted by **Nice1**, such as but not limited to Oversight Reviews, when requested by **Nice1**.
- 6) Throughout the term of this agreement and for so long as liability may exist in relation to acts, errors and omissions resulting from this agreement, the **broker** shall maintain adequate professional indemnity insurance in accordance with rules as laid down by the **FCA** to cover any liability which may arise from a breach of duty in relation to services and/or statutory information provided to clients by the **broker**.
- 7) The **broker** agrees to process requests for insurance **policies** provided by **Nice1** made by customers via the **Nice1** online portal.
- 8) The **broker** will use its best endeavors to promote and increase the sale of **policies**.
- 9) Unless a self-issue facility is separately granted by means of an addendum to this document (and for the purposes of clarity, no such facility is hereby agreed unless such addendum is signed by both **parties**), the authority of the **broker** to act for **Nice1** is limited to:
 - a) Explicitly requesting **Nice1** to arrange insurance cover on an individual risk where from the **Nice1** online portal and, unless otherwise stated and agreed by **Nice1** in writing, insurance cover is required from the time of purchase. The **broker** is responsible for ensuring that cover is arranged and detailed on the supplied bordereau (as detailed in clause 15).
 - b) The collection of premiums for the **policies (premiums)** on its behalf.
 - c) The transmission to customers of **policies, policy** certificates/schedules and other such **FCA** regulated documents provided by **Nice1**.
 - d) The **broker** will not, without **Nice1's** specific prior written consent, pledge or engage **Nice1** credit or promise on behalf of **Nice1** any refunds on or in respect of **policies. Policies** have a cooling off period from the time a customer receives the insurance documentation. If a customer does not wish to continue with the insurance, **Nice1** will provide a full refund of the **premium** paid to it by the **broker** to the **broker** and the **broker** is responsible for returning the full amount paid to it by the customer. If a customer exercises their right to cancel during the cooling off period, the **policy** will be regarded as not

taken up, and cancelled from inception. A customer may cancel their **policy** after this cooling off period, and, depending on the **policy**, may be entitled to a partial **premium** refund as per the **policy** conditions and, if applicable, **Nice1** will return its portion of the refund to the **broker** and the **broker** will then make up the full amount of the partial refund (taking into account its applicable commission) and pass the full amount due to the customer.

- e) The **broker** will use its best endeavours to immediately remove cancelled and duplicate **policy** entries from the monthly bordereau in order to avoid misinformation and **premium** irregularities because they could incur unnecessary charges to the **broker**.
- f) The **broker** will, as soon as is practicable, notify **Nice1** of all complaints made by customers in relation to **policies**.
- g) The **broker** indemnifies **Nice1** in respect of all claims and liabilities attributable to acts or omissions committed by the **broker** in breach of or outside the scope of this agreement.
- h) The **broker** will collect the **premiums** as the **broker** on behalf of **Nice1** in respect of each **policy** sold to a customer by the **broker**. **Nice1** will operate under the process of Risk Transfer whereby the **broker** acts as **Nice1's** agent for the purposes of receiving and holding **premiums**, **premium** refunds and/or claims monies. Monies paid to the **broker** will be deemed to have been paid to the insurers of the **policies**. **Nice1** will hold money on behalf of insurers under Risk Transfer.
- i) Nothing in this agreement shall prevent the **broker** from collecting, on its own behalf, any sums from customers above the level of the **premium** providing that any such charge is clearly identified to the customer in advance of said charge.
- j) The **broker** is responsible for advising **Nice1** or staff changes and login requirements for the **Nice1** online portal at the earliest opportunity to protect the **broker's** portal/client integrity because the **broker** will be responsible for any errors/complaints if they have not controlled the portal login process as required by this clause.
- k) The due **premium** for each **policy** shall be the sum detailed on the monthly bordereau provided by **Nice1**:
 - a. **Nice1** agrees that **premiums** may be held in the **broker's** statutory or non-statutory trust account established in accordance with the relevant **FCA** requirements and may be co-mingled with other monies held by the **broker** in that account. **Nice1** consents to its interests in the monies so held being subordinated to those of the **broker's** clients as defined for the purpose of the **FCA** Client Assets sourcebook (**CASS**), but not subordinate to the rights of other insurers.
 - b. The **broker** will procure that the bank which holds the account(s) in which monies are held has no rights by way of charge, encumbrance, lien, or right of set-off, compensation or retention against monies in such account at any time.
 - c. Any interest earned on monies held shall belong to the **broker**, who may withdraw such interest at any time, subject to **FCA** requirements.

10) The **premiums** paid to **Nice1** in accordance with clause 15 shall be exclusive of commission at the agreed rate. Commission may be drawn on received **premium** only. All Insurance Premium Tax (**IPT**), charged and collected at the appropriate rate will be paid to **Nice1** with the **premium**.

11) **Nice1** is entitled to review the **premium**, and sums insured (where appropriate) at renewal or review them on each anniversary of the commencement date and they may be increased or decreased by **Nice1** at its absolute discretion as from the date. **Policies** will not be renewed automatically unless the **broker** instructs **Nice1** otherwise in writing and **Nice1** accepts such instruction in writing. If a **policy** is renewed by the **broker**, the **premium** shall become payable in accordance with clause 15. Prior to the conclusion of the **policy**, it is the **broker's** responsibility to ensure that customers are made aware and agree that **Nice1** will not automatically renew their **policy** annually.

- 12) **Nice1** has the authority to alter terms or conditions on a **policy** mid-term or to cancel a **policy** midterm in accordance with the provisions of each **policy** as defined within its **policy** wording.
- 13) **Nice1** agrees to deal promptly and fairly with complaints in accordance with **FCA** requirements.
- 14) Issued **premium** rates for new business are subject to continual review. **Nice1** will give the **broker** a minimum of one month's notice of any changes to issued **premium** rates.
- 15) All **premiums** and **IPT** due under this agreement will be entered onto a monthly bordereau and must be paid to **Nice1** no later than 14 days from declaration month end. It is the **broker's** responsibility to review the bordereau and remove cancelled or not taken up policies, nor should they enter on the bordereau policies which are due to start later than this period and for which payment is not going to be paid on the bordereau i.e. only policies that the **broker** is paying for should be entered on the bordereau. **Nice1** will have the absolute right to lapse any unpaid **policies** after this time and to notify policyholders directly of the reason for cancellation of insurance cover.
- 16) If any monies due under this agreement are not paid by their due date for payment, then **Nice1** may charge interest thereon (calculated on a daily basis) at the rate of 4% per annum above the base rate from time to time of Barclays Bank plc (both before and after judgement) in respect of the period from the due date until the date of receipt by **Nice1** of cleared funds (inclusive).
- 17) This agreement will begin on the commencement date stated at the top of this agreement and will, unless earlier terminated pursuant to clause 19, continue in force for a period of 12 calendar months.
- 18) This agreement will be renewed automatically for further consecutive periods of 12 calendar months unless either **party** gives to the other not less than 3 calendar months' notice of its wish to terminate the agreement in writing, such notice to expire on an anniversary of the agreement commencement date.
- 19) Without affecting any other right or remedy available to it, either **party** may terminate this agreement with immediate effect by giving written notice to the other **party** if:
- a) the other **party** commits a material breach of any term of this agreement which is irremediable, or (if such breach is remediable) it fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so, or
 - b) the other **party** repeatedly breaches the terms of this agreement despite having been provided with not less than two written warnings, or
 - c) the other **party** is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or
 - d) the other **party** commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other **party** with one or more other companies or the solvent reconstruction of that other **party**, or
 - e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other **party** (being a company), or
 - f) a resolution is made, or an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other **party** (being a company), or
 - g) a person becomes entitled to appoint a receiver over the assets of the other **party** or a receiver is appointed over the assets of the other **party**, or
 - h) a creditor or encumbrancer of the other **party** attaches or takes possession of, or a distress, execution, sequestration, or other such process is levied or enforced on or sued against, the whole or any part of the other **party's** assets and such attachment or process is not discharged within fourteen (14) days, or
 - i) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned within all sub-clauses of clause 19, or

- j) there is a change of control of the other **party** (within the meaning of section 1124 of the Corporation Tax Act 2010), or
- k) any warranty given by the other **party** in this agreement is found to be untrue or misleading; or
- l) the other **party** purports to assign this agreement or the benefit of this agreement without the prior written consent of the other, or
- m) The other **party** has its **FCA** authorisation revoked.

- 20)** The **broker** will not at any time during the continuance of this agreement or thereafter disclose any trade secrets or other confidential information relating to the business of **Nice1**.
- 21)** It is the intention of the **parties** that the **broker** shall be an independent insurance **broker** and not an employee of **Nice1** and nothing in this agreement will constitute the relationship of employer and employee between the **parties**.
- 22)** The **broker** may not assign this agreement without **Nice1's** prior written consent to the assignment. Without **Nice1's** written consent to an assignment, the rights contained in this agreement are personal to the **broker**. This agreement may be assigned by **Nice1** without consent.
- 23)** Any notice given hereunder by either **party** to the other must be sent by recorded delivery post to the registered office or other business address of the other **party**, in which event it will be deemed to have been received on the date of delivery recorded by the Post Office.
- 24)** The **broker** must immediately notify **Nice1** of any disciplinary decision taken against them by the **FCA** (or any other legal or regulatory body).
- 25)** Whilst this agreement is made in conjunction with all similar prior agreements or arrangements by addendum between the **parties**, it may also be superseded in whole or in part, by those and by subsequent agreements, which are entered into between the **parties**, and which refer to specific products or services (such as, but not limited to, links from a **broker's** website to **Nice1's** insurance product portal).
- 26)** This agreement and all provisions contained in it is accepted as having full legal effect from the commencement date by **Nice1** and the **broker** named at the top of this agreement. No variation of any conditions contained in this agreement either prior or after this date have any validity unless agreed by both **parties** in writing.
- 27)** This agreement and any dispute or claim arising out of or in relation to or in connection with it is governed by and shall be construed in accordance with English law. The **parties** irrevocably agree to submit to the exclusive jurisdiction of the Courts of England in relation to all matters relating to this agreement, and any dispute or claim arising out of or in connection with it, or its subject matter or formation.
- 28)** For agents located in the Channel Islands or the Isle of Man, references to the **FCA** or its requirements shall instead allude to the relevant local authority and its rulings.
- 29)** **Nice1** takes protecting its customer's data seriously and abides by the rules of the General Data Protection Regulation (GDPR). Please refer to **Nice1's** Privacy Notice for information on how it holds and processes yours and your clients' data.