Olivers House, Avenue North,
Skyline 120 Business Park,
Great Notley, Braintree CM77 7AF

T: 01371 878550
E: enquiries@doainsurance.co.uk

TERMS OF BUSINESS AGREEMENT

Between

DOA UNDERWRITING LTD (*The Principal Company - FRN 772309)*
&/OR DAVID OLIVER T/AS DAVID OLIVER ASSOCIATES (*Appointed Representative – FRN 796609*)
&/OR DOA SPECIAL FACILITIES LTD (*Appointed Representative – FRN 588171)*

Collectively "DOA"
And
"THE SUB AGENT"

(Details as per submitted online application)

Each a "Party" and collectively the "Parties"

DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply:

Appointed Representative: Has the meaning given to it in Section 39 of the Financial Services and Markets Act 2000.

ICOBS: The Financial Conduct Authority's Insurance Conduct of Business Sourcebook.

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 together with insurances concluded under any contracts for insurance made by DOA where the Sub Agent is the coverholder or the placing broker, or where DOA is the placing broker and the Sub Agent is the producing broker. For the avoidance of doubt insurance business does not include any outwards reinsurance business placed by the Sub Agent as agent of DOA.

Insured: Any party entering into a contract of insurance which is subject to this Agreement.

Principal: The firm authorised by the UK Regulator who is responsible for the Appointed Representative.

Taxes: All Insurance Premium Taxes (IPT) and other para-fiscal charges which may be levied by overseas fiscal authorities on insurance premiums.

SCOPE & APPLICATION

This Agreement sets out the terms under which the Sub Agent will introduce to DOA Insurance Business on behalf of its clients which it wishes to be placed by DOA with either Lloyd's Brokers, Lloyd's Syndicates or Insurance Companies, collectively "the Insurer/s".

In this Agreement "we", "us" and "our" means DOA.

The Parties agree that the terms set out in this Agreement shall apply to the conduct of any Insurance Business and shall supersede the terms of any previous Terms of Business Agreement.

Nothing in this Agreement shall override the duty of the Sub Agent to place its client's interests before all other considerations in accordance with ICOBS. This Agreement does not bind DOA to accept any proposal for new business or renewal put to it by the Sub Agent, nor does it bind the Sub Agent to accept on behalf of its clients, the terms put to it by DOA. The Sub Agent shall acquaint its clients fully with the terms of this Agreement which affect the client's rights, benefits or liabilities under any contracts of insurance and DOA accepts Insurance Business under this Agreement under the express understanding that the Sub Agent's clients have full knowledge of the terms of this Agreement as applying to the clients. DOA acts only on the instruction of the

Sub Agent as agent for its clients, as detailed in this Agreement, or its clients where authorised by the Sub Agent to do so. Therefore we cannot be held liable by the Sub Agent's clients for any errors, omissions, negligent acts or defective advice of the Sub Agent suffered by the clients.

This Agreement is not assignable without the express agreement of all Parties.

REGULATORY STATUS

It is a condition precedent to this Agreement that the Sub Agent is authorised and regulated by the Financial Conduct Authority (FCA), or any successor regulatory bodies and by individual consideration; the Isle of Man, Guernsey or Jersey regulatory bodies, and complies at all times with the regulatory requirements relating to, but not limited to status, product disclosure, disclosure of commission, fees, placing of Insurance Business, claims handling, premium and claims accounting of all business as required by ICOBS and other applicable legal, licencing and regulatory requirements including the Data Protection Act 2018, Proceeds of Crime Act 2002, the Bribery Act 2010, and the Criminal Finances Act 2017, which are relevant to the Insurance Business to which this Agreement refers.

DOA will only appoint Sub Agents with appropriate regulatory authorisation to conduct business as per this Agreement and should any relevant regulator communicate that the Sub Agent's authorisation has ceased, we will cancel the agency with immediate effect.

DOA warrants that it is authorised and regulated by the FCA to conduct insurance distribution activities (as defined in the FCA's Handbook).

OUR SERVICE

The Sub Agent will not receive advice or a recommendation from DOA. We may ask some questions to narrow down the selection of products that we will provide details on. The Sub Agent will then need to make its own choice about how to proceed. Being an independent underwriting agency and wholesale broker means DOA is not tied to any particular insurance provider or group of insurance providers and it may select the appropriate general insurance product from a range of Insurers. For a more specialised insurance, we might only consider a specific product from a single provider, or products from a small selection of relevant providers. DOA may limit the number of providers it asks to those used for selected types of insurance, through our own specialist facilities.

We may also choose to use a 'delegated authority' arrangement, which means that we have the authority to do certain things on behalf of the provider. That could include calculating premiums, issuing policy documents and administering claims. Where we are acting as a placing broker, we may also use another intermediary to help place business.

In addition to arranging and administering insurance, DOA may provide Insureds with access to tools, services and communications designed to assist them in managing their insurance arrangements. These services may include access to policy documents and historical records, policy reminders, renewal notifications, product-related guidance, best practice information and other customer support services which DOA may introduce from time to time. Communications may be provided directly to Insureds where reasonably required to deliver these services only.

Nothing in this clause affects the broker's responsibility for providing advice, servicing the customer relationship or fulfilling its regulatory obligations to the Insured.

APPOINTED REPRESENTATIVES

The Sub Agent must notify DOA of any Appointed Representatives which it intends to utilise within this Agreement, and of any Appointed Representatives listed under this Agreement that need to be removed (which shall take effect from receipt of such notice).

For the avoidance of doubt, all the terms of this Agreement shall remain fully enforceable on Appointed Representatives and ultimately the Sub Agent. Appointed Representatives shall be noted by Addendum to this Agreement.

SUB BROKING

The Sub Agent must notify DOA of any Sub Broking Agents which it intends to utilise within this Agreement. For the avoidance of doubt, all the terms of this Agreement shall remain fully enforceable on Sub Broking Agents and ultimately the Sub Agent.

YOUR RESPONSIBILITIES

The Sub Agent will present information to DOA using the forms and proposals that we have specified or in such other manner as may be agreed between the Parties to permit it to underwrite or place the risks. The Sub Agent must exercise the skill and care required by ICOBS.

If the insurance is for a Consumer (i.e. a private individual acting outside of their trade or profession) the Sub Agent is responsible for explaining the duty to take reasonable care not to make a misrepresentation and of utmost good faith to its clients. It is the duty of the Sub Agent and its clients to ensure that reasonable care is taken to answer all the questions honestly and to the best of their knowledge, providing complete and accurate information. You must also make us aware of any changes in circumstances affecting the risks at all times during the duration of the policy (including renewal) and ensure that all requirements of additional information, declarations subsequently required and the like are complied with in a timely and complete fashion.

If the insurance is for a Commercial Customer (i.e. an Insured who has bought insurance wholly or mainly for purposes related to their trade, business or profession) the Insured has a duty to make a fair presentation of the risk to the Insurer including every material circumstance which it knows or ought to know after reasonable search and in a manner which makes that disclosure clear and accessible to a prudent insurer, i.e. no data dumping. Therefore, all information and content provided within any electronic presentation, proposal form, statement of fact, declaration or as provided in any other manner must be accurate and complete. Simply answering certain questions is not necessarily regarded as a fair presentation of the risk. All material facts must be disclosed whether requested or not. If the Insured does not comply with their duty to make a fair presentation of the risk, including failing to disclose or misrepresenting a material fact, or disclosing material facts in a way which is not clear and accessible the policy may not be valid or the policy may not provide cover fully or at all. A material fact is any fact which could influence Insurers assessment or acceptance of the application for insurance.

Should DOA consider a proposal inadequate, or unsuitable, it reserves the right to decline on behalf of the Sub Agent and its clients.

Once DOA has provided a quotation, if the Sub Agent presents that quotation to its client, it undertakes to present it on the same terms without amendment, alteration, rider or enhancement unless previously agreed with us and confirmed in writing. DOA undertakes to confirm quotations and their conditions to the Sub Agent and we cannot be held liable to the Sub Agent or its clients for any errors or omissions, discrepancies or disagreements until receipt of such confirmation by the Sub Agent and notification in writing by the Sub Agent of the error which must be made within 7 days of receipt of the confirmation. In the event of receipt of such confirmation, we will be allowed 48 hours to rectify the cover if the error is incapable of remedy, without penalty. DOA will not be bound to incept insurances on behalf of the Sub Agent, or its clients, until written instructions are received to commence covers, and we have provided written confirmation of covers. The Sub Agent must only provide written instructions to us where they have received written confirmation from the client to proceed with cover. If you provide us with written instructions to proceed without written confirmation from the client, you will remain responsible for payment of the premiums.

AUTHORITY

Nothing in this Agreement authorises the Sub Agent to confirm to its clients the existence of insurance cover placed through DOA without having received written confirmation of the existence of such cover from us. The Sub Agent is not permitted to issue, confirm, accept, amend or vary cover, or hold itself out as the Insurers original Agent, or settle, negotiate or compromise claims, or alter any policy document without prior written consent from DOA.

The Sub Agent must confirm to the client the capacity in which it is acting whether as agent for the Insurer, the client, or both. Likewise, the Sub Agent must also ensure that they inform their client if there is a chain.

Nothing in this clause shall override the duty of the Sub Agent to comply at all times with the regulatory requirements relating to the Sub Agent's duty of disclosure as required by ICOBS and other applicable regulatory requirements which are relevant to the Insurance Business to which this Agreement refers.

The Sub Agent must inform DOA in relation to all Insurance Business where the Insured is classified as a Retail Customer as per ICOBS.

HANDLING OF MONIES BY DOA

DOA is granted Risk Transfer on the majority of business. We are able to cascade Risk Transfer to the Sub Agent in respect of premiums and return premiums on the majority of business.

In some instances, Risk Transfer will only apply when we advise the Sub Agent following receipt of the premium.

We will confirm the Risk Transfer position as standard procedure when offering and confirming terms, please refer to the terms and conditions of each individual quotation issued.

DOA does have alternative options where Risk Transfer is not in place, i.e. it will inform the Sub Agent when the money has been paid and cleared our account. Alternatively, and to prevent the Sub Agent having to track the monies under the FCA Client Assets Sourcebook (CASS) rules, we may be able to set up a low cost Direct Debit facility for the client if the Insurer provides this service. Should either of these options not be acceptable in the event Risk Transfer is not granted then please contact us to seek obtaining special consideration with our providers.

HANDLING OF MONIES BY THE SUB AGENT

The Sub Agent undertakes to hold all funds received on behalf of DOA in a separate designated client monies account or in a separate designated insurers monies account, which shall be either a statutory trust account or a non-statutory trust account, operated in accordance with CASS rules.

Where cascading Risk Transfer has been granted, DOA on behalf of the Insurer hereby consents to such monies being co-mingled with the Sub-Agent's other client monies, and further consents to its rights with regards to monies held in the Sub-Agent's client monies account being subordinated to those of our clients, in accordance with CASS 5.

The Sub Agent will provide DOA on request a copy of the trust deed constituting the trust and thereafter copies of any amendments to such document as well as copies of all audits and accounts produced in relation to the trust.

These monies may not be used by the Sub Agent for any purpose other than for the purpose of settling accounts with DOA (or other insurers with whom the Sub Agent does business) or premium refunds or claims to clients or any other transactions where expressly authorised by us (for example, payments to agents or representatives of DOA in respect of claims, legal and similar professional fees). For the avoidance of doubt, and without prejudice to the generality of the foregoing, the Sub Agent may not invest these monies in any way without our prior written consent and the assets held in the above mentioned account may not be co-mingled with assets in respect of the Sub Agent's general or operating account.

Subject to adherence to these requirements, any interest earned on such monies held by the Sub Agent shall accrue to the Sub Agent.

ACCOUNTING

In respect of SunWorld Travel business, monthly declarations are available to the Sub Agent online and should be printed immediately after each month end. DOA must receive payment of the nett amount due by 15th of each month.

In respect of all other business, Statements of Accounts are available online at all times via our Partner Portal when premiums have been agreed and inception instructed. DOA must receive payment of the nett amount due by 28th of each month, following the month of which the policy incepts or renews or is adjusted, unless such payment terms are specifically varied or otherwise stated on a specific policy.

In the event the Sub Agent 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 Sub Agent shall pay that premium to DOA as soon as reasonably possible.

Once DOA has received instructions, in accordance with the 'Your Responsibilities' clause of this Agreement, and has confirmed cover in respect of the inception, renewal or amendments of the Sub Agent's client's insurances, the Sub Agent and its clients become jointly and severally responsible to us for the payment of all and any premiums which may be or may become due at any time relating to the insurances. Without releasing the Sub Agent from its obligations to make payments to DOA for any premiums which are due, where we have been unable to collect premiums from the Sub Agent we may demand payment directly from the clients.

Notwithstanding any action taken by either Party, should premiums not be paid to DOA by the client or the Sub Agent within the terms of this Agreement or any premium payment warranties, cover may be cancelled.

In the event of the cancellation or avoidance of a contract of insurance, where DOA and/or 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, each Party agrees to repay the relevant commission where due to the Insured (which shall not for the purpose of this clause include fees paid by the Insured). Such repayment shall, in the case of cancellation, be only in respect of commission received by the respective Party which is attributable to that part of the premium repaid.

Payment can be made by cheque payable to 'DOA Underwriting Ltd' or by BACS transfer to our Insurance Accounts below:

Travel Business

Account Name:	DOA Underwriting Ltd
Account Number:	50881988
Sort Code:	20-74-05

All Other Business

Account Name:	DOA Underwriting Ltd
Account Number:	20241156
Sort Code:	20-74-05

REMUNERATION

DOA will allow to the Sub Agent a proportion of its commission which will be agreed separately at the time of placement including renewal, adjustment and mid-term transactions.

Where DOA has not specifically sub delegated risk transfer, commission is due and payable to the Sub Agent upon us receiving cleared premium funds in respect of the relevant policy or policies. Where we have specifically sub delegated risk transfer, commission is due and payable to the Sub Agent upon receipt by the Sub Agent of cleared premium funds in respect of the relevant policy or policies.

In the event of any unpaid policy fees or administration charges, payable by the client in excess of the premium, DOA reserves the right to deduct such outstanding fees or charges from any commission owed to the Sub Agent. We also reserve the right to withhold commission payable to the Sub Agent where premiums are overdue without genuine query. For the sake of clarification, a genuine query is one that was raised by the Sub Agent when it appeared on the monthly statement, for reasons other than non-payment of the premium. A query will continue to be considered genuine until all information has been provided to DOA and a written final response has been issued to the Sub Agent.

DOA will disclose and the Sub Agent must disclose to its clients all commissions or other income which DOA and its Sub Agent receives or is entitled to receive from placing any Insurance Business in connection with this Agreement, in accordance with legal and regulatory requirements.

The Sub Agent shall ensure that any policy fees or administration charges (or equivalent) payable by the client in excess of the premium, levied by Insurers, DOA or the Sub Agent shall be disclosed to the client prior to binding insurance and each fee be shown on all documentation separately from the premium and not breach any local laws or regulations.

TAXES

Except where required by law or regulatory authority or by the terms of this Agreement, the Parties agree that the Sub Agent will not be expected to act as guarantor to DOA or the Insurer with regard to the payment of any Taxes relating to any Insurance Business. Where at the date of this Agreement it is market practice that the Sub Agent administratively arranges payment of Taxes, that practice shall continue.

Where the Sub Agent processes and pays Taxes on behalf of us or the Insurer related to premium in respect of any Insurance Business, the Sub Agent will hold such monies in accordance with the 'Handling of Monies by the Sub Agent' clause of this

Agreement for DOA and account to us for amounts received by the Sub Agent in respect of such liability for Tax which we may have in respect of that Insurance Business.

RENEWALS

The Sub Agent must liaise with DOA prior to each renewal to enable us to provide notification of renewal terms or non-renewal in good time to allow the Sub Agent to meet its regulatory obligations to customers in this respect.

CLAIMS

Except in specifically agreed cases where the Sub Agent may deal directly with the Insurers, any notification of claims received by the Sub Agent must be advised to DOA immediately in writing. The Sub Agent should only formally acknowledge receipt of the claims from its clients. Unless authorised by the Insurers, no negotiations should be entered into by the clients, or the Sub Agent.

ANTI-BRIBERY, CORRUPTION AND SANCTIONS

Each Party will ensure that at all times it complies with all applicable laws, statutes and regulations relating to anti-bribery and corruption, including the UK Bribery Act 2010. The Sub Agent will ensure that it has in place and maintains adequate policies and procedures to prevent the Sub Agent, and protect DOA, from being exposed to a bribery or corruption event. DOA are required to obtain adequate "Know Your Client" information about the Sub Agent. In order to prevent bribery, corruption or other financial crime, additional due diligence may be carried out. This may include status and credit checks using credit reference agencies, and other background checking, as deemed appropriate.

Each Party will conduct appropriate due diligence and screening against applicable financial sanctions target lists (e.g. UK, EU, UN and US) and have systems and controls in place to prevent participation in activities which would place either Party in breach of financial sanctions legislation. Insurance cover and the parties involved in its provision or arrangement, may be, or may become subject to sanctions legislation. In such circumstances, insurance cover, associated payments and transactions may be prohibited or subject to restrictions. The Sub Agent remains responsible for maintaining effective systems and controls to ensure it does not participate in activity which breaches financial sanctions legislation.

ANTI-TAX EVASION

Each Party will ensure that at all times it has appropriate systems, procedures and controls in place designed to prevent it taking any action which facilitates the evasion of taxes which is contrary to any related financial crime legislation, including the Criminal Finances Act 2017.

CONFLICTS OF INTEREST

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

DATA PROTECTION

The Parties acknowledge and agree that where a Party processes Personal Data under or in connection with this Agreement it alone determines the purposes and means of such processing as a Controller.

In respect of the Personal Data a Party processes under or in connection with this Agreement, the Party:

- shall comply at all times with its obligations under the Data Protection Law;
- shall notify the other Party without undue delay after, and in any event within 24 hours of, becoming aware of a Personal Data Breach; and
- shall assist and co-operate fully with the other Party to enable the other Party to comply with their obligations under Data Protection Law, including but not limited to in respect of keeping Personal Data secure, dealing with Personal Data Breaches, complying with the rights of Data Subjects and carrying out data protection impact assessments.

The Parties shall work together to ensure that each of them is able to process the Personal Data it processes under or in connection with this Agreement for the purposes contemplated by this Agreement lawfully, fairly and in a transparent manner and in compliance with the Data Protection Law. This shall include but not be limited to entering into such other written agreements as may be required from time to time to enable each Party to comply with the Data Protection Law.

The Parties shall take reasonable care to establish and maintain appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.

For the purposes of this clause:
"Controller" means the person which, alone or jointly with others, determines the purposes and means of the processing of Personal Data;
"Data Protection Law" means all applicable statutes and regulation in any jurisdiction pertaining to the processing of Personal Data, including but not limited to the privacy and security of Personal Data;
"Data Protection Regulator" means any regulator or supervisory authority governing the privacy or processing of Personal Data with jurisdiction over either Party;
"Data Subject" means the identified or identifiable natural living person to whom the Personal Data relates;
"Personal Data" means any information relating to the Data Subject; and
"Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed which requires notification to the Data Protection Regulator or affected Data Subjects.

CONDUCT

To meet regulatory obligations, the Parties will always act in a way that is honest, fair and professional and in accordance with the best interests of customers.

The Parties shall be committed to delivering good outcomes for customers and ensure that they are treated fairly throughout all business activities. The Parties will conduct business in a manner that is consistent with the FCA's Consumer Duty, taking reasonable steps to act in good faith, avoid foreseeable harm and support customers in pursuing their financial objectives.

DOA will seek to ensure that our products and services continue to meet the needs of our customers, that our communications are clear, fair and not misleading, and that customer outcomes are regularly reviewed to identify opportunities for improvement.

PROFESSIONAL INDEMNITY INSURANCE

Both Parties undertake to maintain professional indemnity insurance in accordance with the FCA requirements and to produce to each other copies of confirmation of the existence of such cover as and when required to do so. Both Parties shall notify each other immediately if such cover ceases or is likely to be insufficient in the light of the nature and/or scale of operations.

NOTIFICATION OF CHANGES

The Sub Agent shall notify DOA immediately on becoming aware of any changes to the information provided by the Sub Agent in the formation of this Agreement including any variation or cancellation of the Sub Agent's regulatory licences or permissions, initiation of regulatory disciplinary or investigation of the Sub Agent's staff, directors or conduct or any change in the Sub Agent's Approved Persons or subsequently, failing of which we may terminate the Agreement in accordance with the 'Termination' clause of this Agreement.

MARKET SECURITY

Whilst we monitor the financial strength of Insurers with whom business is placed, it should be noted that the claims paying ability of even the strongest Insurers may be affected by adverse business conditions. DOA cannot therefore assess or guarantee the solvency of any Insurer at any time. If an Insurer who has granted risk transfer becomes insolvent, any related premiums held for that Insurer are deemed to have been paid to them and will not be returnable. In the event of an Insurer's insolvency there may still be a liability to pay any outstanding premium due.

DOA does not accept any liability for any unpaid amounts in respect of claims or return premiums due from a participating Insurer who becomes insolvent or delays settlement.

CONFIDENTIALITY

Each Party will treat information received from the other relating to this Agreement and to any Insurance Business as confidential and will not disclose it to any other person not entitled to receive such information except as may be necessary to fulfil their respective obligations in the conduct of the Insurance Business under this Agreement and except as may be required by law or regulatory bodies. For the avoidance of doubt each Party shall be entitled to disclose such information where necessary to its Insurers or reinsurers, actuaries, auditors, professional agents and advisers and other associated bodies. This clause will not apply to information which was rightfully in the possession of such disclosing party prior to this Agreement, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause) or which is trivial or obvious.

ELECTRONIC TRADING

DOA may transact business with the Sub Agent by a number of methods including electronic trading and as such the Parties accept the hazards intrinsic with communicating electronically, such as the infection by computer viruses, the corruption of data, and the possible breach of confidentiality if using a third party service provider.

Whilst the Parties agree to be individually responsible for and endeavour to ensure that such communication shall remain free from any such interference, the Sub Agent will be responsible for ensuring that any and all correspondence sent to the Sub Agent electronically shall be virus checked. Furthermore, it shall be the Sub Agent’s responsibility to ensure that any messages sent from DOA to the Sub Agent are received complete. In the event of a dispute, the Sub Agent agrees that DOA’s system shall be the definitive record of electronic communications and documentation transmitted by the relevant company.

MYSTERY SHOPPING

The Market Research Society (MRS) defines mystery shopping or ‘mystery customer research’ as: ‘*The use of individuals trained to experience and measure any customer service process, by acting as potential customers and in some way reporting back on their experiences in a detailed and objective way*.’ Mystery shopping is a long-established research technique and is used extensively in many industry sectors, to measure the quality of service provided. Many large financial services providers use mystery shopping to research their competitors and their own sales staff to improve customer services and to help ensure they are treating customers fairly.

DOA may from time to time undertake ‘mystery shopping’ to give us a detailed insight into the way our financial products are sold to customers. These calls may be recorded as this is the most accurate and fair way to record what took place during an exercise. It is an important part of the quality assurance process and gives unambiguous and actionable information which can be used to review our products and overall sales journey.

COMPLAINTS

DOA aims to provide a high level of service at all times. If the client or Sub Agent feels that we have not met these high standards, please contact us with full details of the complaint and any supporting information, to the address shown on the first page or by email to compliance@doainsurance.co.uk, or by telephone 01371 878538 and we will do our best to resolve the problem.

In the event that we are unable to resolve a complaint, it may be possible to refer the matter to the Financial Ombudsman Service or the Complaints Team at Lloyd’s where a complaint is concerning a policy underwritten by a Lloyd's Insurer.

The Sub Agent must notify us of any complaint made to it about DOA or Insurers at the earliest opportunity. Where a complaint concerns an Insurer, we will refer it to the Insurer as required.

We also expect to be kept updated of any complaint made against the Sub Agent concerning the sale of one of our policies.

Full details of our complaints procedures are available online, upon request and will be provided at the appropriate stage of a complaint.

COMPENSATION

DOA is covered by the Financial Services Compensation Scheme (FSCS). Clients of the Sub Agent may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. The maximum level of compensation available from the FSCS for a claim against an insurance firm depends on the type of insurance policy. No protection is available for Goods in transit, Marine, Aviation, Credit insurance, and contracts of reinsurance. Further information is available from the FSCS.

TERMINATION

This Agreement may be terminated:

- by mutual agreement between both Parties by exchanging written confirmation to each other; or
- at any time by one Party giving 60 days' written notice to the other Party; or
- immediately if instructed to by Insurers, regulatory bodies or enforcement agencies; or
- immediately, without notice, should either Party suspect the other Party of fraud, dishonesty or bad administration of the accounts on behalf of its clients or on the other party becoming insolvent, appointing a Receiver or Manager, seeking a Liquidation or ceasing to trade or any analogous proceeding in any jurisdiction or any of its Principals becoming bankrupt; or
- immediately, without notice, should either Party cease to be authorised by the FCA (or equivalent), or in the event of the failure of either Party to comply with the FCA rules (including ICOBS) or to meet any of its obligations under the terms of this Agreement.

In the event of termination, nothing in this Agreement shall affect DOA's right of action as detailed in the Agreement or rights to recover premiums from the Sub Agent or its clients or to apply any return premiums received from Insurers against any monies which may be owed to it by the Sub Agent or its clients.

If there are live policies still in force once termination of the Agreement is effective, DOA reserves the right to enforce the terms of the Agreement until all policies have lapsed, contact the clients directly regarding the matter or direct the clients to seek assistance from another Sub Agent if required.

NOTICES

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

ACCESS TO RECORDS

The Sub Agent shall retain all records, including electronic records, relating to all insurances bound, claims handled and recoveries pursued for a minimum period of 7 years or for such longer period as may be required by applicable law, statutes and regulations.

DOA, Insurers, external auditors or other representatives appointed by the Insurers shall have the right, upon reasonable notice, to inspect and audit any records, statistical information, systems and processes (including electronic systems and processes) of the Sub Agent relating to insurances bound and to the operation of the Agreement (including in relation to claims and recoveries) and shall have the right to make copies or extracts of any such records, provided reasonable notice is given to the Sub Agent.

PROTECTION OF REPUTATION

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 trademarks.

NON-SOLICITATION

During the term of this Agreement and for a period of 24 months following termination, the Parties shall not use any information acquired by it as a result of this Agreement to:

- directly or knowingly solicit business or provide information to a third party to enable that third party to solicit business or endeavour to entice away any client of the Party from that Party;
- market to clients of the other Party; or
- directly and knowingly provide information to a third party to enable them to market to clients of the other Party.

DISPUTE RESOLUTION

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:

- 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;
- will attempt in good faith, if the matter is not resolved through negotiation within 3 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
- if the matter has not been resolved by mediation within 6 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 'Governing Law & Jurisdiction clause in this Agreement.

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

GOVERNING LAW & JURISDICTION

This Agreement shall be governed by and interpreted in all respects in accordance with the laws of England and both Parties hereto agree to submit to the exclusive jurisdiction of the English Courts.

VARIATION

DOA may vary the terms of this Agreement by advising the Sub Agent in writing.

Signed on behalf of;

DOA Underwriting Ltd &/or David Oliver T/as David Oliver Associates &/or DOA Special Facilities Ltd.

D G Oliver

D. G. Oliver ACII

Managing Director