



TERMS OF BUSINESS AGREEMENT

Request for agreement with Bayliss & Cooke Ltd t/a Coachline Insurance Services

Checklist

Have You	Please Tick
Completed your details on Page 2	
Signed the agreement on Page 13	
Completed the Declaration and signed on Page 14	
Enclosed a copy of your bank letter if you are unable to hold client money	
Enclosed a list of your own sub-brokers if you wish us to consider placing business for them via Bayliss & Cooke	

Please scan the completed document and attachments to:

coachline@coachline.co.uk

Please send the originals to:

Compliance Dept
Bayliss & Cooke Ltd t/a Coachline Insurance Services
St John's House
Weston Road
Stafford
ST16 3RZ

TERMS OF BUSINESS AGREEMENT



Between:-

Bayliss & Cooke Ltd t/a Coachline Insurance Services
St John's House
Weston Road
Stafford
ST16 3RZ

FCA No 304418

And:-

Name:

Address:

FCA No:
(The Producing Broker)

Commencement Date of the Agreement: the date You sign this Agreement unless any alteration is made to this in which case it is the date we agree in writing

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SIGNATURE PAGE

AGENCY DECLARATION



RECITALS

- 1.1 This Agreement is between the Producing Broker and Bayliss & Cooke Ltd t/a Coachline Insurance Services
- 1.2 The Producing Broker is an insurance intermediary and regulated by the FCA to carry out insurance mediation activities in respect of General Insurance Contracts in the United Kingdom.
- 1.3 Bayliss & Cooke Ltd t/a Coachline Insurance Services is an insurance intermediary authorised and regulated by the FCA to carry out insurance mediation activities in respect of General Insurance Contracts in the United Kingdom.
- 1.4 The Parties wish to make available General Insurance Contracts to the Producing Broker's Clients and Bayliss & Cooke Ltd t/a Coachline Insurance Services wishes to provide insurance mediation services in respect of such General Insurance Contracts to bring Clients together with the Insurer with a view to the arrangement of insurance contracts.
- 1.5 The parties wish to enter into this Agreement to set out the terms upon which they will make General Insurance Contracts available to Clients of the Producing Broker.

IT IS HEREBY AGREED AS FOLLOWS:

1. Interpretations & Definitions

- 1.1 The following words and expressions shall have the following meanings:
 - (a) **"Applicable Laws and Regulations"** – means all laws, regulations, orders, rules, guidance, directions and principles including any obligations under FSMA and the FCA handbook from time to time applicable and relevant to this Agreement from the FCA and from any other body having statutory, regulatory or supervisory authority over either party or any part of the activities carried on pursuant to this Agreement;
 - (b) **"FCA"** – means the Financial Conduct Authority, or Jersey, Guernsey and Isle of Man Regulators as applicable;
 - (c) **"Client or Clients"** – means a person or legal person or entity who is a Client or prospective Client of the Producing Broker;
 - (d) **"General Insurance Contract"** shall have the meaning ascribed to it in the FCA handbook;
 - (e) **"Insurance Mediation Business"** – means the insurance mediation activities carried out Under this Agreement in respect of Policies;
 - (f) **"Insurer"** – means the entity with whom Bayliss & Cooke Ltd t/a Coachline Insurance Services places insurance for the purposes of this Agreement;
 - (g) **"Policy"** – means any policy of insurance issued by Bayliss & Cooke Ltd t/a



Coachline Insurance Services or the Insurer in accordance with this Agreement;

- (h) **“Territory”** – means England, Scotland, Wales, Northern Ireland and the Channel Islands and the Isle of Man where the Insurer will write in these localities;
- (i) **“You/Your”** – means the Producing Broker; and
- (j) **“We/Us/Our”** – means Bayliss & Cooke Ltd t/a Coachline Insurance Services and include any of its trading names and subsidiaries.
- (k) **“Third Party”** – means party who assists with procurement of handling of business, joint venture partners and outsourcing partners.

1.2 In this Agreement:

- (a) save where the context otherwise requires, a reference to a statute or statutory provision shall include a reference:
 - (1) to that statute or provision as from time to time consolidated, modified, re-enacted or replaced by any statute or statutory provision; and
 - (2) to any subordinate legislation made under the relevant statute;
- (b) references to another agreement or document shall be construed as a reference to that other agreement or document as the same may have been or may from time to time be amended, varied, supplemented or novated;
- (c) unless otherwise specified, references to clauses and schedules are to clauses and schedules of or to this Agreement and references to paragraphs are to paragraphs of the schedules to this Agreement and reference to “this Agreement” include a reference to the schedules to this Agreement;
- (d) references to a party, where appropriate, shall include the party and its successors in title from time to time;
- (e) references to a “person” shall include anybody corporate, unincorporated association of persons, government, state or agency of a state (whether or not having separate legal personality);
- (f) references to any of the masculine, the feminine and the neuter shall include the other genders;
- (g) references to the singular shall include the plural, and vice versa;
- (h) the words “include”, “includes” and “including” shall be construed as if they were followed by the words “without limitation”;
- (i) headings are for ease of reference only and do not affect the interpretation of the applicable Agreement (save where they are used for the purpose of cross-referencing); and
- (j) to the extent that any provisions of any Schedule to this Agreement conflicts with any provision of the main body of this Agreement, the latter shall prevail.

2. Commencement and Scope



- 2.1 This Agreement is effective from the “Commencement Date of Agreement”.
- 2.2 This Agreement replaces all previous agreements between the parties in respect of the subject matter of this Agreement.
- 2.3 You will not offer to Us any Business sub-brokered by You and/or which You do not have a direct relationship or direct contact with the client unless prior consent in writing has been granted by Us.

3. Territorial Limits

This Agreement relates and applies to risks where the Producing Broker, Client and the subject matter of the insurance are domiciled within the Territory, unless otherwise agreed in writing

4. Jurisdiction & Governing Law

This Agreement shall be construed and governed according to English Law and any disputed arising under it shall be determined in the English Courts.

5. Your Obligation & Representation

- 5.1 You shall:
 - 5.1.1 remain regulated and authorised by the FCA and perform all Insurance Mediation Business in respect of General Insurance Contracts in accordance with all Applicable Laws and Regulations;
 - 5.1.2 act at all times with utmost integrity, due skill care and diligence in the course of providing such activities;
 - 5.1.3 in carrying out all Insurance Mediation Business in respect of Policies, act at all times as agent of the client (in respect of new business, renewals of existing business and mid-term adjustments) and nothing in this Agreement will override Your duty to place the interests of Clients before all other considerations and You shall be responsible for making all necessary disclosures to the Client in respect of your role, activities and remuneration in respect of any business transacted pursuant to this Agreement;
 - 5.1.4 be responsible for all correspondence with Clients, passing promptly to them policy documentation and certificates of insurance having regard to the all Applicable Laws and Regulations and bring to the attention of Clients all terms, conditions and subjectivities, taking due care and attention to accuracy;
 - 5.1.5 be responsible (with the Client) for the final approval of the Insurer, Whilst We make every effort to monitor the solvency of any insurer used this cannot be guaranteed. A liability for a premium may arise in the event of an Insurer becoming insolvent and You, as agent of the Client, will be responsible for any such liability. Please also see Section 10 of this Agreement.
 - 5.1.6 be solely responsible for responding to Client queries and, where you are authorised to do so by the FCA, solely responsible for providing advice relating to Policies including the suitability of any Policy;



- 5.1.7 remain authorised by the FCA to handle client money and collect premiums for the Client unless agreed otherwise by Us in advance in writing. If in any circumstances you do not have permissions to handle client money all payments by Client's must be made by Client cheque made payable to Us, by credit card to Us by Direct Debit Facility unless risk transfer applies if otherwise agreed;
- 5.1.8 notify Us in writing immediately if you relinquish, lose or are subject to any restrictions in relation to your FCA permission to handle client money.
- 5.1.9 obtain and provide to Us without delay all documentation and information that we may request in connection with the Insurance Mediation Business including satisfactory responses to any queries raised by Us within the specified timescales (if we are of the view that any information is not true, fair or complete We will request that the necessary disclosures are made and if this is not forthcoming We shall be entitled to decline or withdraw cover);
- 5.1.10 in accordance with Applicable Laws and Regulations, retain full records of all information relating to the insurance Mediation Business;
- 5.1.11 indemnify Us against all loss, proven and mitigated cost, liability, expense or damage incurred by Us due to an act of error or omission on Your part in carrying out Your duties under this Agreement;
- 5.1.12 secure and maintain all licences as may be required by Applicable Laws and Regulations in the performance of the obligations under this Agreement including Compliance with all applicable data protection laws and regulations relating to the use, processing and storage of data and Consumer Credit.
- 5.1.13 upon demand, return all relevant Policy documentation for either early Policy cancellation or cancelled renewal confirmation within the specified timescales provided;
- 5.1.14 warrant that all information given by You during the course of negotiations leading to the execution of this Agreement or leading to the execution of any prior Terms of Business Agreement is and was when given true, complete and accurate in all respects;
- 5.1.15 arrange and maintain adequate Professional Indemnity Insurance covering all aspects of Your duties under this Agreement (in respect of which the limit of indemnity must at all times at least satisfy the minimum level required by the FCA). Neither You or Us shall be liable to the other for any loss of profit or goodwill or any loss which is consequential direct or economic arising out of a breach of this Agreement, or otherwise, nor shall either You or Us be liable to the other if it is unable to comply with its obligations under this Agreement due to restrictions imposed by law after the Commencement Date; and
- 5.1.16 notify Us immediately of any change of address or name including trading names or in the event that You acquire or are acquired by another party.
- 5.2 You shall not:
 - 5.2.1 state, imply or otherwise suggest to a Client that an application for insurance will be acceptable to Us or to any Insurer or confirm that such insurance is in force until You have received confirmation from Us that insurance is in place;
 - 5.2.2 use or cause or permit the use of the name Bayliss & Cooke Ltd t/a Coachline Insurance services (or any variation thereon) except in the manner and to the extent specifically provided by this Agreement;



- 5.2.3 accept, amend or vary any Policy
- 5.2.4 settle, negotiate or compromise claims in respect of any policy;
- 5.2.5 alter any documentation issued by Us or the Insurer including this Agreement
- 5.2.6 act or hold yourself out as acting as Our agent and/or commit Us in any way whether in writing, orally or by conduct without our prior written consent; or
- 5.2.7 transfer any rights or sub-delegate any obligations under this Agreement to any third party without prior written consent from Us.
- 5.3 You are not an Appointed Representative of Us (as defined in the Financial Services & Markets Act 2000) and do not have any authority under this Agreement to appoint any third party as an Appointed Representative of Us, unless agreed by Us in writing

6. Your Claims Authority & Obligations

- 6.1 You shall not negotiate, adjust, compromise, settle or commit Us or any Insurer to any liabilities in respect of Policies including in respect of any claims under Policies.
- 6.2 You must notify Us or any Insurer (as appropriate) providing full and accurate details immediately when notification of a claim is received from a client.
- 6.3 Generally a claims payment is made by cheque payable to the Client but in the circumstances where this has not occurred any monies paid to You in relation to a claims settlement by Us or by any Insurer shall be held by You on behalf of the Client, shall be a full discharge of any obligations or liabilities owed by the Insurer to your client under the Policy for the amount so paid and such amount shall be received and held by you at Your risk where you are authorised by the FCA to hold such claims money.

7. Commission, Fees & Charges

- 7.1 You may be entitled to remuneration by the way of Commission when pursuant this Agreement we place a Policy with an Insurer for your Client provided that such commission is agreed in writing between You and Us prior to cover under a Policy commencing.

In executing this Agreement You agree to pay all monies owed to Us for the placement of Policies within 30 calendar days of inception of a Policy or within other timescales if specifically agreed in writing prior to inception of a Policy whether the premium has been received by You or not. We may transfer such monies we receive to a third party such as another broker or settlement agent for the sole purpose of effecting a transaction in respect of the business. We undertake to advise you if such third party is domiciled outside the Territory

- 7.2 Any commission payable by Us to You:
 - 7.2.1 shall be unless agreed separately in advance in writing defined as a percentage of premiums exclusive of any taxation, fees or any other charges or deductions in respect of such premiums
 - 7.2.2 will not become payable to You until receipt of cleared funds by Us unless confirmed otherwise in writing; and



- 7.2.3 will only be paid where the Client recognises you as the Client's agent for the purposes of arranging the relevant insurance at inception or renewal.
- 7.3 Where policies are placed on a net premium basis You will not be entitled to any commission and should make Your own arrangements in respect of fees and charges.
 - 7.3.1 To the extent required under any Applicable Laws and regulations You agree to Disclose to the Client any and all fees, commission or charges.
- 7.4 We may recover from You any relevant amount of commission in respect if cancelled Policies, in respect of premium adjustments or in respect of return premium.
 - 7.4.1 If you owe Us a return of commission, We reserve the right to deduct such commission from any amounts due to You under this Agreement.

8. Credit & Payment

- 8.1 You shall be liable for all premium monies due under any policy placed by Us pursuant to this agreement even if Your relationship with the Client ceases (for whatever reason), but only in respect of monies that become due to Bayliss & Cooke Ltd t/a Coachline Insurance Services that arise from a transaction prior to the date upon which control of the Client was lost and which was arranged and requested by You.
- 8.2 If you fail to make a payment within the specified timescales We, under the terms of this Agreement, have the right but not the obligation to cancel the relevant Policy or Policies. We reserve the right to charge You interest on unpaid sums at the rate applicable at the time in accordance with the Late Payments of Commercial Debts (Interest) Act 1998.
- 8.3 In respect of any late payments by You, We are not obliged to make any allowance for;
 - 8.3.1 any delay caused by deficiencies within Your accounting system;
 - 8.3.2 your inability to obtain monies from the Client; or
 - 8.3.3 credit arrangements between You and Your client,and You will remain liable for the payment of the full premium in accordance with the terms of this Agreement.
- 8.4 We reserve the right during the currency of the Agreement to conduct credit searches against You or relevant organisations or Your directors or any director's partner.
- 8.5 Premium Payment Warranties or Conditions may apply to certain classes of business and such shall override any payment terms. You undertake to make the Client aware of such Warranties or Conditions before inception of the Policy.

9. Client Assets

- 9.1 You undertake to collect promptly all premiums due from the Clients including new business, renewals and midterm adjustment in respect of all Policies in accordance with this clause 9 and act as agent for the Client at all times.



- 9.2 Where it is not possible to finalise immediately the premium levied, You will be responsible for collecting an agreed provisional premium from the Client that represents an approximation of the premium where insurance cover has been accepted or renewed pending completion of negotiations.
- 9.3 Where a provisional premium has been levied, We will agree to notify You as soon as practicably possible of the final agreed premium being calculated and a further debit note or statement of account will be issued for any outstanding balance due.
- 9.4 We reserve the right to suspend this Agreement and make arrangements to collect outstanding premiums direct from the Clients in the event of:
- 9.4.1 we become aware of any evidence of fraud by You;
- 9.4.2 civil or criminal charges being made against You material to the operation of the Business under the terms of this Agreement;
- 9.4.3 you ceasing to hold a Part IV permission;
- 9.4.4 any licence, permission or authorisation required by You for the purposes of this Agreement being withdrawn, suspended, lost, qualified, restricted or impaired;
- 9.4.5 Us considering that there are convincing grounds that the interests of the Client have been prejudiced by Your administration or by Your breach of this Agreement; or
- 9.4.6 You becoming the subject of an investigation or audit by the FCA or any other regulatory authority.
- 9.5 In all circumstances specified in clause 9.4, where practicable We undertake to use our reasonable endeavours to give You notice of such action and the reason for it. We will advise any action required to protect the interests of the Clients at all times.
- 9.6 Where You have permission to hold client money You must ensure that all premiums or claim monies or other sums received or collected by You related to Policies shall upon receipt be paid by You into a statutory trust or a Non Statutory Trust bank account in accordance with the FCA rules governing holding client monies. Where You do not have FCA permission to hold client money, You must obtain written agreement for Us prior to inception on how payment of premium will be handled.
- 9.7 Unless otherwise as detailed in Appendix 1, the current version of which is attached, and may be amended in writing at any time, for the purposes of complying with the CASS Sourcebook chapter of the FCA Handbook, risk-transfer does not apply to any business placed by us pursuant to this Agreement.

10. Solvency of Insurers

- 10.1 Whilst every effort is made by Us to monitor the solvency of every Insurer, We make no representation, undertakings, guarantees or promises as to their solvency or future financial stability.
- 10.2 You are responsible for the final choice of Insurer that is recommended to Your clients and We will not be responsible for any liability which may arise should an insurer become insolvent.



11. Client Relationship

- 11.1 We undertake that during the currency of this Agreement and for a period of 12 months following termination We will not directly and knowingly solicit business away from You or pass to any third party any information supplied by You in respect of business placed with Us save to the extent required in performance of our obligations under this Agreement.
- 11.2 We undertake not to make any arrangements to communicate direct with any of Your Clients, except for the purposes of negotiating a claim, during the currency of this Agreement other than for circumstances set out in the provisions of paragraph 9.4 or 19.1.2 to 19.1.7

12. Data Protection

- 12.1 Each party will comply with its obligations under relevant data protection legislation as a controller in its own right.
- 12.2 You undertake to:
 - 12.2.1 allow Us or Our representative access to any relevant premises on reasonable notice to inspect Your personal data processing procedure;
 - 12.2.2 ensure that the relevant technical and organisational measures are in place to protect any personal data accessed or processed by You against any unauthorised or unlawful processing, loss or destruction;
 - 12.2.3 ensure that personal data passed to us is being collected with the consent, of all parties concerned, for Us to use the data and pass it to insurers and other third parties for the purpose of underwriting, credit, credit searches, claims and for the purposes of allowing access to the FCA, Our external auditors and other parties for quality control purposes
 - 12.2.4 Indemnify Us against any losses or damages brought against Us as a result of you failing to comply with the relevant data protection legislation.
 - 12.2.5 To notify Us within 48 hours of any reportable data breach relevant to any cases placed via Us.

13. Bribery Act

- 13.1 Each party agrees to comply with its respective obligations under the Bribery Act 2010 or any substitute thereof as may arise under this Agreement.
- 13.2 You undertake to:
 - 13.2.1 Provide us with a copy of your current policies and procedure relevant to the Bribery Act 2010 upon request.

14. Confidentiality & Intellectual Property

- 14.1 The Agreement will not result in the transfer of ownership between either party or any Intellectual property including but not limited to copyright



- 14.2 You agree to keep confidential and to not disclose to any third party confidential information, technical data or trade secrets in respect of Us, or any Insurer both during and after termination of this Agreement except with Our prior consent or as required by law or in accordance with the order of a court or tribunal of competent jurisdiction.

15. Enforceability

- 15.1 In the event that any part of this Agreement is found to be invalid or unenforceable the remainder will remain in full force and effect

16. Compliance

- 16.1 You shall maintain Professional Indemnity Insurance in accordance with and as specified under Applicable Laws and Regulations and provide to us reasonable evidence of this insurance as and when requested.
- 16.2 You must remain authorised by the Financial Conduct Authority to carry out insurance mediation in respect of General Insurance Contracts throughout the duration of this Agreement. Where you are in Appointed Representative of another FCA authorised firm You must have the authority of Your Principal to enter into this agreement
- 16.3 You will notify Us immediately in the event that:
- 16.3.1 any authority given to You is or is threatened to be withdrawn, suspended, qualified, restricted or impaired;
- 16.3.2 any claim or potential claim is intimated under the Professional Indemnity Insurance relating to any Policies placed pursuant to this Agreement; or
- 16.3.3 You become the subject of an investigation or audit by the FCA or any other regulatory authority.

17. Electronic and Internet Trading

- 17.1 Where electronic or Internet trading processes have been adopted this Agreement will be supplemented by Terms of Use of Online Facilities Agreement between Us and You

18. Suspension

- 18.1 Without prejudice to any other rights We may suspend or modify any authority given to You to place Policies rather than terminating this Agreement should You be found to have breached this Agreement

19. Termination

- 19.1 This Agreement may be terminated by:
- 19.1.1 either Us or You provided that written notice is given specifying the effective date of termination which shall not be less than 30 calendar days thereafter to the last known address of the other party;
- 19.1.2 either Us or You by giving to the other written notice with immediate effect if there are reasonable grounds to suspect fraud or dishonesty on the part of the other party or any Third Party connected with You;



- 19.1.3 either Us or You by giving written notice with immediate effect where there has been a breach of the Agreement which has failed to be remedied within 30 working days of a written request from the party not in breach, or immediately where the breach is irredeemable;
- 19.1.4 Us by giving to You (or your estate) written notice with immediate effect upon Your death, insolvency, receivership or bankruptcy, or if You enter into a voluntary arrangement with creditors, dissolution or any partnership or are presented with a winding up petition;
- 19.1.5 Us by giving You written notice with immediate effect on expiry, termination or suspension for any reason if any license or permission You are required to utilise to comply with the terms of this Agreement including the withdrawal by the FCA of any permission or authorisation held by You
- 19.1.6 Us or You by giving to the other written notice with immediate effect when it is reasonable believed that there are reasonable grounds to suspect that the administration of the account by the other party is being operated in a manner causing or likely to cause prejudice to the position of the Client; or
- 19.1.7 Us by giving You the written notice with immediate effect if You merge with, or are acquired or otherwise absorbed by any individual, corporation or other business entity or organisation of any kind or if you enter into any arrangement under which you agree to do any of the foregoing.
- 19.2 Upon termination of this Agreement, all premiums, taxes, and fees which have not been paid to Us in relation to any insurance will become payable by You without set off of deductions.
- 19.3 You shall indemnify Us and hold Us harmless from and against all losses, liabilities and related costs and expenses which may be incurred in respect of any claim made against Us or otherwise relating to the Transfer of Undertakings (Protection of Employment) Regulations 2006 in connection with the termination of this Agreement

20. Rights of Third Party

No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not party to this Agreement

21. Variation

We reserve the right to vary the terms of this Agreement at any time by giving You 30 calendar Days' written notice save for Appendix 1 which may be amended at any time by Us

22. Appendices

The Appendices to this agreement as amended from time to time in writing, form part of the Agreements and shall be read in accordance with it.

23. No Waiver

The waiver by any party of a breach or default of any part of this Agreement by the other shall not be construed as a waiver of any succeeding breach of the same.

24. Complaints



On receipt of any notification of a complaint by any Client concerning a Policy placed under this Agreement regarding Us, You shall forward this to Us without delay addressed to the Group Compliance Officer at the address on this Agreement (or at any address which we may from time to time notify you for the purposes of receiving complaints).

25. Dispute Resolution

- 25.1 Both parties are committed to resolve any dispute over this Agreement whether such dispute arises before, during or after termination using best endeavours to avoid the need for litigation, Both You and Us will make available any information that is reasonably required to resolve any dispute.
- 25.2 All disputes must be referred to senior authorised officials of the parties who will use all reasonable endeavours to resolve such disputes within a period of 3 months. However if the matter remains unresolved at the end of such three month period the services of a mediator should be agreed and utilised by all parties.
- 25.3 This Dispute Resolution procedure does not preclude the right of either party to commence proceedings in the High Court of England and Wales.

26. Force Majeure

Neither party shall be liable for any delay or non-performance of its obligations under this Agreement caused by an unforeseen event beyond its control (a "Force Majeure Event") provided that either party gives prompt written notice of such a Force Majeure Event in writing to the other party and uses its best endeavours to continue to perform its obligations under this Agreement. Either party may terminate this Agreement if such Force Majeure Event continues for more than 90 calendar days

27. Notice

- 27.1 Any notice to be given pursuant to the terms of this Agreement shall be given in writing to the party due to receive such notice at the address set out in this Agreement.
- 27.2 Notice can be delivered personally, by recorded or registered delivery post, by email, or by facsimile transmission.
- 27.3 Notice shall be deemed to have been given on delivery where by hand, 2 working days after posting for post, when an email is sent without a rejection notification from You to the sender, or upon receipt of a completed facsimile transmission in the case of facsimile.



SIGNED for and behalf of **Bayliss & Cooke Ltd T/A Coachline Insurance Services** by

SIGNED:

PRINT NAME:
(Block Capitals)

TITLE / POSITION:

SIGNED for and on behalf of **THE PRODUCING BROKER** by:

SIGNED:

PRINT NAME:
(Block Capitals)

TITLE / POSITION:



AGENCY DECLARATION

Company Name:

Company Registration No:

Full trading titles and relevant addresses if applicable:

Principal Address:

Branch Address:

Telephone No:

Fax No:

Company Email:

Contact Name:

Contact Direct Dial:

FCA No:

Does Your FCA Permission allow you to hold client monies: **Yes/No**

If not, please contact us to make suitable arrangements for payment and send us a copy of your bank letter confirming the arrangements you have made with them.

Consumer Credit Licence No:

Do you confirm that you have adequate controls, policies and procedures in place to ensure your compliance with the Bribery Act 2010 (or any substitute) **Yes/No**

Do you accept sub-broked business / act as a wholesaler broker **Yes/No**

Do you intend to sub-broke business placed with US **Yes/No**

If "yes" please contact us to ensure that we can place this Business on your behalf and forward a list of your sub-brokers.

We confirm that the above information is complete and correct and that I / We agree to comply with the Terms of Business Agreement which was signed on [PLEASE INSERT]

SIGNED:

PRINT NAME:
(Block Capitals)

TITLE / POSITION:.

DATE:

Bayliss & Cooke Ltd Terms of Business Agreement



Appendix One – Version One - 2018

This Appendix forms part of this Terms of Business Agreement and can be amended by Us from time to time with immediate effect. We may also contain agreement for additional contracts and will provide details of this on our quotation. Current details can be found at www.coachline.co.uk

Each Insurer named below has agreed to cascade risk transfer to You for specific products only and to be held in accordance with FCA CASS. Each Insurer further consents to these monies being co-mingled with client monies and subordinated in accordance with CASS 5 where applicable.

Where You hold monies on behalf of the Insurer prior to passing this to Us, You may retain interest or investment income subject to payment of such monies within the credit period stated.

Business placed outside these specific arrangements or with any other Provider does not have this facility and money must be treated as Client Money in accordance with CASS 5.

ERS	Commercial Motor
Amlin UK Ltd	Commercial Motor
QBE Insurance	Commercial Motor
QBE Insurance	Combined Liability
National Breakdown [Ageas Insurance Ltd]	Breakdown