

# Intermediary Terms of Business Agreement

In respect of International Private Medical Insurance,  
on behalf of InterGlobal Insurance Company Limited

1 January 2009

## 1 This Agreement is made between

1. 'InterGlobal' InterGlobal Insurance company Limited,  
Woolmead House East, the Woolmead, Farnham, Surrey, GU9 7TT, UK
2. 'Intermediary'

### Background

InterGlobal has agreed with the Intermediary to appoint it as an intermediary to submit applications for International Private Medical Insurance upon the terms and conditions of this Agreement.

### Definitions

1.1 In this Agreement:

- "Agreement" means this Agreement and any attachments.
- "Commission" the commission payable to the Intermediary in accordance with this Agreement.
- "General Insurance" has the meaning assigned to it by Part 1 Schedule 1 of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001.
- "Incepted Policy" a Policy in which the risk has been accepted by InterGlobal, including renewals.
- "Intellectual Property" all intellectual property rights in the Policy and any documents and printed literature supplied by InterGlobal to the Intermediary and in particular copyright, design rights, trade and service marks (whether registered or not) database rights and those subsisting in the name InterGlobal.
- "Policy Date" the date of commencement, or renewal, of a Policy.
- "the Policyholder" the holder of, or a prospective holder of, a Policy.
- "Premium" the payment by or on behalf of a Policyholder in respect of a Policy excluding the amount of the insurance premium tax or similar tax imposed from time to time on insurance premiums.
- "Regulator" any regulatory authority which regulates the provision of General Insurance to members of the public or the conduct of the Intermediary including the Association of British Insurers, the Financial Services Authority and any successor bodies.
- "Regulations" any statute now or at any time during the subsistence of this Agreement is in force and which in any way relates to the conduct of business and in particular General Insurance business, by the Intermediary including but without limiting the generality, the Data Protection Act 1998, the Consumer Credit Act 1974 and the Financial Services and Markets Act 2000.
- "Insurer" InterGlobal or in certain countries or territories the designated fronting insurer.

1.2 In this Agreement:

- 1.2.1 a reference to a person includes a corporate body, partnership or other association;
- 1.2.2 a reference to a clause paragraph or schedule is a reference to a clause paragraph or schedule of this Agreement;
- 1.2.3 clause headings are inserted for convenience and do not affect the construction of this Agreement;
- 1.2.4 words importing the singular includes the plural and vice versa, and wording importing the masculine gender includes the feminine and neuter genders as may be appropriate.

## 2 General

- 2.1 This is an Agreement regulating the terms of business between the Intermediary and InterGlobal.
- 2.2 InterGlobal appoints the Intermediary to market and promote the Policies and the Intermediary agrees to do so on the terms and conditions of this Agreement.
- 2.3 This Agreement shall apply to the conduct of any business transacted between InterGlobal and the Intermediary relating

to the Policies and shall continue unless and until terminated pursuant to this Agreement.

2.4 Nothing in this Agreement shall:

2.4.1 require InterGlobal to accept any proposal for insurance or the renewal of any existing policy if in its sole discretion it declines to do so;

2.4.2 prevent InterGlobal from marketing and promoting Policies direct to the general public or through other intermediaries.

2.5 The Intermediary warrants that the information that it has supplied to InterGlobal whether in any application form or correspondence in connection with its appointment as an intermediary and in each and every application form for a policy is accurate and complete in all material respects and undertakes to notify InterGlobal in the event that it becomes aware of any material change to the information supplied.

### **3 Status**

3.1 The Intermediary will at all times be considered the agent of its client for all general insurance advice given and transactions effected. Accordingly the Intermediary has no authority to legally commit or bind InterGlobal to any contract, Policy or other obligation.

3.2 In particular the Intermediary will not:

3.2.1 issue or bind or confirm cover on behalf of the insurer for any insurance risk;

3.2.2 vary or attempt to vary the terms and conditions of any Policy;

3.2.3 amend the table of rates, or any other InterGlobal documentation or forms;

3.2.4 make any representation or statement relating to the extent of the cover, which is not in accordance with the terms of the Policy;

3.2.5 impose any conditions on behalf of InterGlobal in relation to a prospective Policyholder or Policy;

3.2.6 use any literature in respect of the Policy other than up to date literature supplied by InterGlobal.

3.3 The Intermediary warrants that it (or its partners in the case of a partnership) is an independent contractor and responsible for payment of its own tax and national insurance or other payments assessed upon it, and further is not an employee, partner or joint venturer of InterGlobal.

### **4 Obligations of the Intermediary**

4.1 To perform duties with skill and care

The Intermediary will exercise all reasonable skill and care in the performance of its obligations under this Agreement to the standard expected of a reasonably competent intermediary experienced in the field of healthcare insurance policies and act in good faith towards InterGlobal. In particular the Intermediary will:

4.1.1 use all reasonable and proper efforts to market and promote the sale of Policies;

4.1.2 provide to any Policyholder and prospective Policyholder advice and assistance in relation to the Policy and the cover to be provided under it;

4.1.3 use its reasonable endeavours to procure that all facts and circumstances which an insurer would or may consider to be material to the decision whether to underwrite the prospective Policyholder's risk or continue to do so on any given terms are accurately and completely disclosed by the prospective Policyholder to the Intermediary and by the Intermediary to InterGlobal;

4.1.4 use its reasonable endeavours to procure that all changes in the facts or circumstances relating to the Policyholder obtained at the time of any relevant proposal which an insurer would or may consider to be material to its decision whether or not to continue to underwrite any risk or to accept liability are promptly, fully and accurately disclosed by the Policyholder to the Intermediary and by the Intermediary to InterGlobal;

4.1.5 use its reasonable endeavours to procure that all Premiums are paid either by:

(a) a crossed cheque made out by the Policyholder in favour of the InterGlobal Insurance Company Limited;

(b) a properly completed form signed by the Policyholder authorising a debit or credit payment in favour of the InterGlobal Insurance Company Limited;

- (c) a direct debit form in favour of InterGlobal Insurance Company Limited completed by the Policyholder and forwarded directly to InterGlobal;
- (d) a Banker's Draft made out in favour of InterGlobal Insurance Company Limited;
- (e) a bank transfer raised by the Policyholder in favour of InterGlobal Insurance Company Limited.

4.1.6 use its reasonable endeavours to procure that all Premiums received from or on behalf of Policyholders (or any prospective Policyholders) are forwarded to InterGlobal promptly;

4.1.7 keep accurate records of all Policies sold by them under this Agreement and the amount of all Commission paid or payable to the Intermediary and to provide details and allow inspection of those records by InterGlobal upon request;

#### 4.2 No Assignment

The Intermediary will not:

4.2.1 assign transfer or delegate any rights benefits or obligations under this Agreement;

4.2.2 appoint any third party to deal with, promote or advise upon the insurance business offered by InterGlobal; without InterGlobal's prior written authority.

#### 4.3 Claims

The Intermediary has no authority to accept or process claims on behalf of the Insurer in respect of any Policy, and shall not do so, nor make any admission or give advice on behalf of InterGlobal as to the manner in which any claim shall be processed or settled.

#### 4.4 Licences and permits

The Intermediary shall be solely responsible for complying with all FSA rules or other regulatory requirements and to obtain all licences, permits and approvals (if any) which are necessary or advisable for the performance of duties within this Agreement.

#### 4.5 Professional Indemnity

The Intermediary undertakes to:

4.5.1 obtain and maintain in force any necessary and adequate professional indemnity insurance in accordance with applicable regulatory requirements and to procure that nothing is done which vitiates the same and to inform InterGlobal immediately in writing if such insurance cover is cancelled, not renewed or otherwise restricted;

4.5.2 supply a copy of such indemnity insurance to InterGlobal if requested.

## 5 Commission

5.1 InterGlobal will pay to the Intermediary Commission on each incepted Policy introduced by the Intermediary in accordance with the Commission rates notified by InterGlobal to the Intermediary from time to time. The rates applicable at the commencement of this Agreement are set out in Appendix 1. Rates may be changed by InterGlobal at any time but InterGlobal undertakes to use all reasonable efforts to give the Intermediary not less than 14 days notice.

5.2 Commission is not payable:

- (a) during any period when the Intermediary is in breach of the provisions of this Agreement or any investigation is being undertaken in relation to the Intermediaries conduct and/or performance of this Agreement;
- (b) in relation to renewals of Policies falling due for renewal after the date when this Agreement has been terminated, or if the renewal was not effected through the Intermediary;

5.3 If a Policy is cancelled either:

- (i) by the Insurer, or
- (ii) by the Policyholder under their statutory or other right to do so,

commission shall be payable on a pro-rata basis for any expired part of the premium and any commission paid or allowed to the Intermediary shall be refunded on a pro-rata basis for any unexpired part of the premium.

- 5.4 Any refund of Commission may be effected by InterGlobal (whether fully or in part) either:
- (a) by way of set off against any other sums that may be due to the Intermediary under this Agreement, or
  - (b) by way of written demand to the Intermediary and in which case any such refund shall be paid by the Intermediary within 10 days of receipt of that written demand.
- 5.5 Commission payable under this Agreement shall be inclusive of all expenses tax or other payment whatsoever incurred by the Intermediary in the performance of its obligations under this Agreement.
- 5.6 In the event that the Intermediary shall fail to make any repayment by the due date or the Intermediary's statement of account with InterGlobal shall show a negative balance interest at the rate of 4% over the Bank rate of HSBC Bank plc base rate shall be payable until the payment has been made or the statement of account no longer shows a negative balance.
- 5.7 InterGlobal shall make payment of commission by bank transfer unless the amount in question shall be less than £100/\$100/€100 (or such other reasonable figure as notified from time to time by InterGlobal) and in which case any commission payable shall be effected by cheque.

## 6 Obligations of InterGlobal

- 6.1 InterGlobal agrees:
- 6.1.1 to assimilate all underwriting information which it receives from the Intermediary relating to the placement and/or claims collection;
  - 6.1.2 to advise the Intermediary of any warranties and conditions, including any premium payment warranty or condition before instructions to bind cover are given provided always that InterGlobal shall not accept, other than with the Intermediary's confirmation of the prospective Policyholder's consent, any premium payment warranty or condition in respect of the prospective Policyholders insurance risks;
  - 6.1.3 not to confirm the order until a clear instruction (of which a record must be kept) is received from the Intermediary on behalf of the prospective Policyholder to commence cover;
  - 6.1.4 to use its best endeavours to:
    - 6.1.4.1 obey the instructions of the Intermediary as are necessary for the Intermediary to comply with the FSA rules or any other applicable regulatory requirements; and
    - 6.1.4.2 procure for the Intermediary all documentation or information regarding the proposed contract of insurance required to be provided by the insurer(s), in good time to permit the Intermediary to comply with FSA requirements or any other applicable regulatory requirements provided always that InterGlobal shall not be liable for the non-co-operation or failure by third parties to comply with FSA requirements or any other applicable regulatory requirements
  - 6.1.5 not to agree endorsements or mid-term variations to the Policy except with the written agreement of the Intermediary
  - 6.1.6 to bring notices of cancellation, avoidance or reservation of rights by the insurer(s) to the attention of the Intermediary as soon as practicable following receipt;
  - 6.1.7 to provide in a timely fashion information reasonably requested by the Intermediary in relation to this Agreement including, without limitation, information regarding the renewal of any existing insurance policy on behalf of the Policyholder
  - 6.1.8 to comply with all FSA rules or other regulatory requirements, licenses, permits and approvals to which InterGlobal is subject and which are necessary or advisable for the performance of duties within this Agreement;
  - 6.1.9 to exercise the standards of skill and care reasonably expected from an insurer and to observe the duty of utmost good faith in all its dealings;
  - 6.1.10 upon receipt of any claim or notification, to co-operate with the Intermediary in the administration of all claims or notifications;
  - 6.1.11 to obtain and maintain in force any necessary and adequate professional indemnity insurance; to procure that nothing is done which vitiates the same; to inform the Intermediary immediately in writing if such insurance cover is cancelled, not renewed or otherwise restricted; and to supply a copy of such indemnity insurance to the Intermediary if requested.

## 7 Confidentiality, Intellectual Property and Data Protection

- 7.1 Unless otherwise agreed between the parties in writing each of the parties to this Agreement will treat any information in its possession which relates to the other's business as confidential.
- 7.2 All without prejudice to the generality of paragraph 7.1 above, all insurance ratings and underwriting information provided to the Intermediary by InterGlobal under this Agreement are confidential and the Intermediary undertakes not:
- (a) to communicate these to any party other than a genuine Policyholder or prospective Policyholder, making an application in good faith;
  - (b) to use or disclose the same for or in connection with any arrangement with any other insurance undertaking or third party;
- without InterGlobal's written authority.
- 7.3 The Intermediary shall not use or reproduce the name logos or trading style of InterGlobal or any insurer in any form or promotion or advertising without InterGlobal's express permission.
- 7.4 Each of the parties to this Agreement will retain ownership of all its respective rights, including intellectual property rights, in the products, data, databases, computer programmes, documents, materials, ideas or other information or any complication thereof used in the performance of its insurance mediation services. Each party agrees to do whatever is reasonably necessary to confirm or give effect to such ownership. To the extent that any product, data, databases, documents, material, ideas or other information constitute an original item developed by either party as a consequence of performing services under this Agreement, each party agrees to do whatever is reasonably necessary to confirm or give effect to such rights vesting in the developing party.
- 7.5
- (a) Each party will comply with all applicable obligations imposed by, or made under the requirements of the Data Protection Act ("DPA"), together with any other applicable regulations, orders or codes of practice.
  - (b) Without prejudice to the generality of clause 7.5 (a), where either Party (the "Disclosing Party") discloses Personal Data (as defined in the DPA) to the other (the "Recipient") in connection with the operation of this Agreement, the Disclosing Party will ensure that it obtains all necessary consents so that the Personal Data it provides to the Recipient can be lawfully used or disclosed by the Recipient in the manner and for the purposes anticipated by this Agreement.
- 7.6 Any personal information provided by one party to the other may be held by the parties and insurer(s) in relation to the insurance cover which this Agreement relates. It may be used by the parties' or the insurer(s)' relevant staff in making a decision concerning insurance to which this Agreement relates and for the purpose of servicing cover and administering claims. Information may be passed to loss adjusters and reinsurers for these purposes.

## 8 Changes in Intermediary information

The Intermediary shall advise InterGlobal immediately in writing by registered post, of any changes:

- (a) in its trading name or style;
- (b) or any convictions imposed on the Intermediary or any partner or director of the Intermediary;
- (c) if the Intermediary is investigated, suspended or its authorisation from the Financial Services Authority in the United Kingdom, or equivalent regulatory body outside the United Kingdom, is terminated.

## 9 Variations of conditions of this agreement

Any change to this Agreement shall only be valid if it is in writing and signed by both parties to this Agreement.

## 10 Client contact

Except with prior consent of the Intermediary, InterGlobal will not contact the Policyholder directly, save that in event that the Intermediary ceases to act as an Intermediary for the Policyholder InterGlobal shall have right (but not the obligation) to approach the Policyholder direct.

## 11 Death or incapacity of a sole trader

In the event of the death or incapacity of a sole trader, his administrators or successors in title shall be subject to the terms and conditions of this Agreement.

## 12 Termination

12.1 This Agreement may be terminated immediately upon either party:

- (a) giving to the other 28 days notice of termination in writing.
- (b) serving written notice of termination to the other if that other is in material breach of any of its obligations under this Agreement and (in the case of a breach capable of remedy) fails to remedy that breach within a reasonable period of time (taking account of the nature of the breach and all surrounding circumstances) after receiving notice specifying the breach and requiring its remedy;
- (c) in the event that an order is made or a resolution is passed for the winding up of the other party or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the other party;
- (d) in the event that an order is made for the appointment of an administrator to manage the affairs, business and property of the other party or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986);
- (e) in the event that a receiver is appointed of any of the other party's assets or undertaking or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party or if any other person takes possession of or sells the other party's assets;
- (f) in the event that the other party makes any arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for the protection of its creditors in any way or ceases to trade; and
- (e) in the event that the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

## 13 Electronic communications and document retention

13.1 The parties may communicate with each other by electronic mail, sometimes attaching further electronic data. By consenting to this method of communication the parties accept the inherent risks (including the security risks of interception of, or unauthorised access to, such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices).

13.2 Notwithstanding that the parties have reasonable virus checking processes on their systems, each party will be responsible for virus checking all electronic communications sent to it by the other. Each party will also be responsible for checking that the messages received by it are complete.

13.3 Each party is to retain documents for business effected pursuant to this Agreement in electronic or paper format for a minimum of 6 years. Thereafter each party may destroy documents unless prevented from doing so by local regulation and provided always that the party proposing to destroy documents first obtains the written consent of the other party, which consent is not to be unreasonably withheld.

## 14 Indemnity

The Intermediary by entering into this Agreement agrees to indemnify the Insurer from and against all proven, foreseeable and fully mitigated liability costs claims demands and all loss which InterGlobal may or does incur arising by reason of any breach by the Intermediary of its obligations under this Agreement or any act or omission or any delay in the performance of those obligations.

## 15 Jurisdiction

Unless otherwise agreed, this Agreement is governed by and shall be construed according to English Law and any disputes arising under it shall be subject to the exclusive jurisdiction of the English courts.

## 16 Notices

All notices to be given by a party under this Agreement shall be in writing and served either by hand or by facsimile transmission or (where required by this Agreement) by recorded delivery post to the address set out for the recipient in this Agreement or other address notified for service from time to time by that party. Service shall be effected:

- in the case of personal service on the date of actual delivery to the recipients address;
- if by facsimile on the date of transmission;
- if by recorded delivery post on the date of receipt.

Service may not be effected by email.

## **17 Contracts (Rights of Third Parties) Act 1999**

A person who is not a party to this Agreement shall have no right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999, or under any other right or remedy.

## **18 Severability**

If any provision of this Agreement is invalid or unenforceable that provision shall be severed from this Agreement and shall not affect the validity of any other provision, which shall remain enforceable at law.

Attached : Appendix 1 - Commission Schedule

## InterGlobal in the United Kingdom (head office)

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All other geographies are covered by our World Headquarters in the UK.

[www.interglobalpmi.com](http://www.interglobalpmi.com)

InterGlobal Insurance Company Limited is registered in England No. 5956141  
Authorised and regulated by the Financial Services Authority. FSA No. 458505