

# Affiliate Member Application Form

## Household Insurance

Select the insurance products you are interested in introducing:

Young Professionals

Student Belongings

Holiday Home

Name of Company

Registered Address

Postcode

Date Established

Type of Company

If Subsidiary provide name of  
Ultimate Holding Company

Executive Directors (inc. details  
of any professional/insurance  
qualifications)

Plc/Partnership/Sole Trader/Limited Liability/Private Limited (Deleted As Appropriate)

Person dealing with this application

Contact Details

Office Number

Mobile Number

Fax Number

Email Address

Website

Status in Company

Signed

Date

Please complete the application form, complete and sign the attached agreement form (we will send you a copy for your records) and send to:

Affiliate Manager, Harrison Beaumont, Globe House, 24 Turret Lane, Ipswich, Suffolk IP4 1DL.

## Harrison Beaumont Insurance Services Affiliate Agreement

### Parties:

- (1) Harrison Beaumont Insurance Services Ltd.(HBIS), registered number 4582221. The registered office is at Globe House, 24 Turret Lane, Ipswich, Suffolk IP4 1DL (HBIS)
- (2) .....("The Affiliate")

### WHEREAS:

The Affiliate wishes to make introductions to HBIS for selected insurance products.

### Definitions:

The following expressions shall have the following meanings:

Appointed Representative	Has the meaning set out in the Financial Services and Markets Act 2000.
Confidential Information	All information which relates to the operations, plans, know-how, trade-secrets, business affairs, logos, trademarks and intellectual property, customers or suppliers of either party or their respective Group Undertakings.
Customer	A customer of the Affiliate.
Data Protection Act	The Data Protection Acts 1994 and 1998, the Telecommunications (Data Marketing and Privacy) (Direct Marketing) Regulations 1998 and any other laws or regulations from time to time applicable to any handling of data in connection with this Agreement.
Product	Such insurance products as HBIS provides access to and for which HBIS agrees to undertake relevant administration activities required for such Products as of the date hereof, and any further products and services as may be notified by HBIS to the Affiliate in writing.
Provider	The relevant insurer or provider of insurance who, whether directly or through one or more agents, is supplying the Product.
Start Date	[                    ]
Term	Means from the Start Date until terminated.
FCA	The Financial Conduct Authority.
Group Undertakings	Companies within the same group as defined in section 259 Companies Act (as amended) including all parent, subsidiary and associated companies.

### Purpose of Agreement

HBIS and the Affiliate have agreed to record in writing the terms between HBIS and the Affiliate for the sale and administration of the product to be made available to the Affiliates Customer base from the Start Date during the Term. Nothing in these terms of business will be construed as constituting a partnership between the parties.

The Affiliate does not act as the Appointed Representative of HBIS and has no authority to appoint any third party as HBIS's Appointed Representative.

**Obligations of HBIS and the Affiliate:**

HBIS shall use its reasonable endeavours to:

- (a) deal direct with the Customer and advise the Customer of all fees applicable to the transaction before the Customer enters into the transaction;
- (b) create and maintain a database of records relating to insurance sold.
- (c) pass commission payments to the Affiliate within the agreed timescales.

**The Affiliate shall:**

- (a) Introduce Customers to HBIS, by way of providing the Customer with HBIS contact details, or by way of a direct link on the Affiliate’s website. The Affiliate may not offer any advice or recommendation in respect of the suitability of the product.
- (b) Each of the parties shall use reasonable endeavours to ensure that all activities involved in the performance of this Agreement are compliant with the prevailing legal and regulatory requirements including but not limited to FCA, DTI Regulations, Data Protection Act requirements and the prevailing codes issued pursuant thereto.

**Remuneration**

For each policy sold, the Affiliate will be entitled to commission as a proportion of the written premium (excluding Insurance Premium Tax, any fees, policy administration charges and instalment interest) as indicated.

The Affiliate will receive a monthly commission statement, accompanied by commission payments over and above £25 in total.

**Commission Rate:**

**New**

**Renewal**

**Insurance**

.....

.....

- (a) In the event of a cancellation or adjustment of the Product, resulting in a return of all or any proportion of a premium to a Customer, the Affiliate shall refund to HBIS the same proportion of its commission. HBIS may set off any such refunds against commission payments due to the Affiliate. Interest on any such refunds shall accrue on a daily rate from the date repayment was due at a rate of [½] % per month.
- (b) HBIS may set off any sums due to it pursuant to this Agreement against any sums payable to the Affiliate to HBIS whether arising under this Agreement or before it took effect.

**Termination**

Either party may give one month’s written notice to terminate the Agreement

**Confidentiality**

Neither party shall disclose to any third party any Confidential Information disclosed to it by the other, other than to operate with administration insurance plans.

**Expenses**

Each party shall be responsible for its own expenses incurred in performing its obligations and complying with these terms of business.

**Law and Jurisdiction**

This Agreement shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

**The Affiliate**

Signed:..... Date.....

Position:

**HBIS:**

Signed:..... Date.....