

COVEA INSURANCE PLC

AND

[Insert Broker Name]

TERMS OF BUSINESS AGREEMENT

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ALLOCATION OF RESPONSIBILITY FOR POLICY DOCUMENTATION AND INSURANCE
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**THIS AGREEMENT is made on DD/MM/YYYY
between:**

- (1) **COVEA INSURANCE PLC**, a company incorporated in England and Wales with registered number 613259 and with its registered office at Norman Place, Reading, RG1 8DA ("**Covéa Insurance**")
- (2) [INSERT COMPANY NAME], a company incorporated in [England and Wales][Scotland][INSERT OTHER] with registered number [INSERT COMPANY HOUSE NUMBER] and with its registered office at [INSERT REGISTERED OFFICE ADDRESS] (the "**Company**")

(each a Party and referred to collectively as "**the Parties**")

BACKGROUND

- (A) The Company wishes to provide Covéa Insurance's Policies to its Customers.
- (B) Covéa Insurance has agreed to underwrite and supply that/those product(s) on the terms and conditions of this Agreement.

OPERATIVE PROVISIONS

1. DEFINITIONS & INTERPRETATION

- 1.1 The following expressions shall have the following meanings unless inconsistent with the context:

- " Act"** means the Data Protection Act 1998, the Data Protection Directive (95/46/EC), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and all applicable laws and regulations relating to the processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
- "Broker Portal"** means the Covéa Insurance broker website portal accessible via www.protectionsaleshub.com or such other website address as Covéa Insurance may notify to the Company from time to time;
- "Business Day"** a day other than a Saturday, Sunday, or public holiday in England and Wales;
- "Change of Control"** means (in relation to any company or any other body corporate) the obtaining (by any person who did not previously exercise control) of control of that company or other body corporate or of control of any of its Holding Companies, other than by a person in the Covéa Insurance Group in the case of Covéa Insurance or the Company's Group in the case of the Company, immediately prior to the obtaining of control (and for these purposes "control" shall have the meaning given to it in Section 416 of the Income and Corporation Taxes Act 1988);
- "Claims"** insurance claims made by policy holders;

"Codes of Conduct"	means the Contract Certainty Code of Practice Principles & Guidance dated October 2012, approved by the ABI and BIBA and published on the London Market Group website www.londonmarketgroup.co.uk ;
"Commission"	the payments made by Covéa Insurance to the Company in accordance with the provisions of Schedule 2;
"Company's Group"	means the Company and any other company which is for the time being its Subsidiary or Holding Company or a Subsidiary of any such Holding Company and, where the context so permits, any of those companies;
"Completed Sale(s)"	means an application for a Policy via the Broker Portal that has completed the application process on the Broker Portal and has been accepted for cover by Covéa Insurance;
"Customer(s)"	customer(s) of the Company;
"Data"	Personal data as defined in section 1(1) of the Data Protection Act 1998 and any other information which is obtained by Covéa Insurance from or in relation to a Customer;
"DM Regulations"	Financial Services (Distance Marketing) Regulations 2004;
"Effective Date"	[Insert date the Company can start selling];
"FCA"	the Financial Conduct Authority (or any body or authority that supercedes and/or replaces the Financial Conduct Authority);
"FSMA"	the Financial Services and Markets Act 2000;
"Force Majeure"	In relation to either Party any circumstances beyond its reasonable contemplation and control, including acts of God, acts of governmental or super national authority, war or national emergency, riots, civil commotion, acts of terrorism, fire, explosion, flood, severe weather, lock-outs, strikes and other industrial disputes not involving the workforce of the Party so affected;
"Holding Company"	has the meaning given to it by Section 1159 of the Companies Act 2006;
"Insurance Business"	the range of personal accident and accidental death products and related insurance products underwritten by Covéa Insurance pursuant to this Agreement;
"Insurance Mediation Related Material"	any sales, advertising and marketing literature and materials (including telephone scripts), in any form, prepared, used, published, displayed, issued, distributed or otherwise made available (including without limitation electronically) for the advertising, promotion or sale of the Policy and such other documentation as is listed in Schedule 5 under the heading "INSURANCE MEDIATION RELATED MATERIALS" (but not including the Policy Documentation);
"Insured"	a Customer who has at any time entered into a Policy with Covéa Insurance;
"Intellectual Property Rights"	any patent invention or utility model rights, any copyright, design right, registered design or other rights of a similar nature and any trademarks (whether registered or unregistered) and any applications for any of the

aforementioned, and rights in any know-how trade secrets or other confidential information;

- "Policies"** the insurance policies in the general format and style as set out on the Broker Portal and which the Company is permitted to promote and sell to its Customers by virtue of this Agreement and any other type of policy which the Parties agree in writing from time to time shall be offered and sold by the Company on behalf of Covéa Insurance pursuant to this Agreement and "Policy" shall mean any of them;
- "Policy Documentation"** policies, policy documents, policy schedules, policy summaries, claim forms and other claims literature, all other documentation concerning insurance products that must be provided to customer in compliance with Regulatory Obligations and such other documentation as is listed in Schedule 5 under the heading "**POLICY DOCUMENTATION**" and whether in writing, electronic or whatever other form it may be recorded, stored, held or maintained (but not including the Insurance Mediation Related Material);
- "PRA"** The Prudential Regulation Authority (or any body or authority that supercedes and/or replaces the Prudential Regulation Authority);
- "Processing"** has the meaning ascribed to it by the Data Protection Act 1998;
- "Product"** means the range of personal accident and accidental death products and related insurance products underwritten by Covéa Insurance underwritten by Covéa Insurance listed by name in Schedule 1 (as the same is updated from time to time by Covéa Insurance sending to the Company an updated Schedule 1) which Covéa Insurance has agreed that the Company can market and distribute to its Customers under this Agreement;
- "Regulator"** the FCA, the PRA or any successor body from time to time;
- "Regulatory Obligations"** all statutory and other rules, regulations, instruments and provisions in force from time to time including (without limitation) FSMA, and the rules of the Regulator that are applicable to this Agreement and its operation;
- "Service Levels"** the service levels set out in Schedule 4;
- "Covéa Insurance Group"** means Covéa Insurance and any other company which is for the time being its Subsidiary or Holding Company or a Subsidiary of any such Holding Company and, where the context so permits, any of those companies;
- "Subsidiary"** has the meaning given to it by Section 1159 of the Companies Act 2006;
- "Technical Content"** means, in respect of a Policy, any wording or any form of word or image concerning the terms, conditions or exclusions of the Policy or which may form the basis of, or affect, any contract between Covéa Insurance and an Insured or Customer in relation to the Policy, including a statement as to the identity of the underwriter, and which content the Company does not have the authority to authorise or approve without Covéa Insurance's prior written consent;
- "United Kingdom"** Great Britain and Northern Ireland, the Channel Islands and the Isle of Man;

1.2 Interpretation

In this Agreement:

- (a) save where the context otherwise requires, a reference to a statute or statutory provision shall include a reference:
 - (i) to that statute or provision as from time to time consolidated, modified, re-enacted or replaced by any statute or statutory provision; and
 - (ii) any subordinate legislation made under or by reference to, 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, appendices and schedules of or to this Agreement and references to Paragraphs are to paragraphs of the schedules to this Agreement and references to this Agreement include references to the Appendices and Schedules to this Agreement;
- (d) references to a Party, where appropriate, shall include the Party, its successors in title or assignees from time to time;
- (e) references to a "person" shall include any body corporate;
- (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) Where expressions used in this Agreement are not specifically defined and have a special meaning according to the usage or custom of the insurance trade, such expressions are to be interpreted accordingly;
- (i) the Schedules form part of this Agreement and shall be construed accordingly; and to the extent that any provisions of any Schedule to this Agreement conflict with any provision of the main body of this Agreement, the latter shall prevail; and
- (j) headings in this Agreement are for ease of reference only and shall not affect its construction.

2. OBLIGATIONS OF THE COMPANY

2.1 The Company will

- 2.1.1 promote and sell the Policy in accordance with Regulatory Obligations to its Customers who are eligible to effect the Policy and pursuant to the terms of this Agreement;
- 2.1.2 submit any Insurance Mediation Related Material to Covéa Insurance for its prior review in accordance with sub-clause 4.4.3;
- 2.1.3 for each Product sold under this Agreement, use the Broker Portal to pass sales information to Covéa Insurance;

- 2.1.4 handle all complaints from Customers for which it is responsible in accordance with its Regulatory Obligations;
 - 2.1.5 comply with the DM Regulations, where applicable, when making any sale of the Product;
 - 2.1.6 provide any information regarding the operation of this Agreement and its activities in relation thereto as may be reasonably required by Covéa Insurance;
 - 2.1.6 comply with its Regulatory Obligations relating to the keeping of records;
 - 2.1.7 ensure that when using the Broker Portal it will do so subject to and in accordance with the Broker Portal Terms of Use set out in Schedule 3: and
 - 2.1.8 ensure that all its staff involved in the sale and promoting of the Product are appropriately trained and competent in accordance with the Company's Regulatory Obligations and that such staff are regularly monitored and quality controlled.
- 2.2 The Company will not:
- 2.2.1 make any promise, explanation or other representation (whether written or oral) with regard to the Policy or procedures of Covéa Insurance other than strictly in accordance with the terms of the Policy or any authorised information published or approved by Covéa Insurance;
 - 2.2.2 incur any liability or indebtedness on behalf of Covéa Insurance other than pursuant to the sale of the Policy and in accordance with the terms thereof;
 - 2.2.3 commence any action or start any legal proceedings in the name of or on behalf of Covéa Insurance;
 - 2.2.4 collect or hold premiums, or refunds of premiums in respect of any Policy on Covéa Insurance's behalf;
 - 2.2.5 cause or arrange for any advertisement, promotion or other documentation relating to the Insurance Business or referring to Covéa Insurance by name to be published or printed without the prior written consent of Covéa Insurance; or
 - 2.2.6 procure the cancellation of any Policy at any time during its currency without the prior written consent of Covéa Insurance.
- 2.8 The Company shall if it receives a complaint which relates to the regulated activities of Covéa Insurance notify Covéa Insurance immediately and provide Covéa Insurance promptly with copies of any relevant documentation and information.

1. OBLIGATIONS OF COVÉA INSURANCE

- 3.1 Covéa Insurance will:
- 3.1.1 Subject to Clause 4, upon submission of the same by the Company and subject to the Company supplying them in sufficient detail as Covéa Insurance may reasonably require, review and comment on all Insurance Mediation Related Material;
 - 3.1.2 on receiving a complaint which relates to the regulated activities of the Company notify the Company immediately and provide the Company promptly with copies of any relevant documentation and information;

- 3.1.3 handle all responses arising from Completed Sales and provide appropriate telephone help-lines for Insureds;
- 3.1.4 each day download customer details to its policy holder system and fulfil the customers with their policy information as required in accordance with Regulatory Obligations;
- 3.1.5 following a Completed Sale, handle all policy administration, including but not limited to cancellations, claims, amendments and terminations;
- 3.1.6 handle all complaints from Insureds for which it is responsible in accordance with Regulatory Obligations;
- 3.1.7 collect premiums due from Insureds by means of direct debit or such other means as it shall determine;
- 3.1.8 admit and pay valid claims under the Policy;
- 3.1.9 within fifteen (15) Business Days of the end of each calendar month provide to the Company with a Management Report detailing the premiums collected in respect of Completed Sales and pay Commission;
- 3.1.10 comply with, apply and observe the Service Levels set out in Schedule 4; and
- 3.1.11 comply with its Regulatory Obligations relating to the keeping of records.

4. **PRODUCT GOVERNANCE, POLICY DOCUMENTATION AND INSURANCE MEDIATION RELATED MATERIAL**

- 4.1 The Company is responsible for:-
 - (i) identifying the target market that it intends to market and distribute each Product to; and
 - (ii) ensuring that each Product is aligned to the demands and needs of that target market (including without limitation in respect of cover and pricing).
- 4.2 The Company will be responsible for establishing and embedding an effective governance programme of monitoring and review of Product sales and performance (for all insurance mediation related activity) which provides key performance indicators and required management information that can be fed back into Product life cycle to ensure TCF.
- 4.3 Covéa Insurance will be responsible for establishing and embedding an effective governance programme of monitoring and review of Product performance (for policy and claims performance) which provides key performance indicators and required management information that can be fed back into Product life cycle to ensure TCF.

Responsibility for creating, printing and issuing Policy Documentation and Insurance Mediation Related Material

- 4.4 Responsibility for:
 - 4.4.1 creating the form and content of Policy Documentation and Insurance Mediation Related Material, including any changes, deletions and additions to the same;
 - 4.4.2 the printing of Policy Documentation and Insurance Mediation Related Material; and

4.4.3 the provision of Policy Documentation and Insurance Mediation Related Material to Insured and potential Insured,

shall be allocated between the Parties in accordance with the table set out in Schedule 5.

Regulatory Responsibility for Policy Documentation

4.5 Covéa Insurance (as identified in Schedule 5) is responsible for creating the form and content of Policy Documentation and for ensuring that the relevant documents comply with the Regulatory Requirements and Codes of Conduct.

Regulatory Responsibility for Insurance Mediation Related Material

4.6 The Company (as identified in Schedule 5) is responsible for creating the form and content of Insurance Mediation Related Material and shall:

4.6.1 be responsible for ensuring that such Insurance Mediation Related Material accurately reflects the cover provided under the relevant Policy and for the compliance of that Insurance Mediation Related Material with Regulatory Requirements and Codes of Conduct; and

4.6.2 assume sole responsibility for approving the form and content of such Insurance Mediation Related Material for the purposes of section 21 FSMA and, for the avoidance of doubt, ensuring that all such Insurance Mediation Related Material is clear, fair and not misleading and complies in all other respects with the Regulatory Requirements as to financial promotions; and

4.6.3 provide the Insurance Mediation Related Material to Covéa Insurance for review prior to any use of such Insurance Mediation Related Material.

4.7 Notwithstanding what is stated at clauses 4.6 above, Covéa Insurance shall be solely responsible for ensuring that any Technical Content complies with all Regulatory Requirements. Any Technical Content of any Insurance Mediation Related Material including any changes thereto shall be subject to Covéa Insurance's prior written approval (such approval not to be unreasonably withheld or delayed, with Covéa Insurance agreeing to a five Business Day turnaround time in respect of approving Technical Content). For the avoidance of doubt, if the Company makes any use of or change to any Insurance Mediation Related Material without obtaining Covéa Insurance's approval because the Company is of the opinion that Covéa Insurance's approval is not required as any amended Technical Content is substantially similar to the previous Technical Content or for any other reason, Covéa Insurance shall not be responsible if the amended Technical Content is found to be in breach of Regulatory Requirements.

Amendments to Policy Documentation and Insurance Mediation Related Material

4.8 The Company shall not make any change whatsoever to the form and content of:

4.8.1 any Policy Documentation;

4.8.2 any Insurance Mediation Related Material that has been reviewed by Covéa Insurance in accordance with Sub-clause 4.6.3 above, without re-submitting the proposed amendment to the documentation to Covéa Insurance for review under 4.6.3 before its prior use; or

4.8.3 any Insurance Mediation Related Material that has received the prior sign-off of Covéa Insurance in accordance with clause 4.9 below, without re-submitting the

proposed amendment to the documentation to Covéa Insurance for sign-off under 4.9 again before its prior use.

- 4.9 Where Schedule 5 indicates that prior sign-off by Covéa Insurance is required for any Insurance Mediation Related Material that the Company has responsibility for creating the form and content of, the Company shall submit all such Insurance Mediation Related Material in good time to Covéa Insurance for approval allowing Covéa Insurance at least fourteen days to provide such approval and shall not make any use of such Insurance Mediation Related Material until the form and content of the same have been approved by Covéa Insurance in writing.
- 4.10 To the extent dictated by Regulatory Requirements, in response to any decision taken by the Advertising Standards Authority, or insofar as Technical Content is concerned, Covéa Insurance shall be entitled from time to time to require the Company to make changes to (including but not limited to the withdrawal of) any Insurance Mediation Related Material and, in such case, the Company shall not make any further use of the relevant document without first making the changes required by Covéa Insurance. Covéa Insurance agrees to provide the Company with 30 days' prior written notice of any such changes, save where such changes are necessary due to any Regulatory Requirement.
- 4.9 In the event that the Company becomes aware that any change is or may be required pursuant to any Regulatory Requirement to any document that the Company is responsible for creating the form and content of under Schedule 5, the Company shall promptly inform Covéa Insurance about such matter and shall give Covéa Insurance an opportunity to comment thereon, prior to making any change thereto.

Costs of Policy Documentation and Insurance Mediation Related Material

- 4.10 Covéa Insurance shall be responsible for all costs and expenses arising in relation to the printing and/or provision to the Policyholder of the Policy Documentation.
- 4.11 The Company shall bear all costs arising in relation to producing, printing, publishing, displaying, issuing, distributing and otherwise making available all Insurance Mediation Related Materials to Insureds or potential Insureds.

5. SCOPE OF AGREEMENT AND COMPLIANCE

- 5.1 The Company will act as an insurance intermediary. The Company is not appointed as the agent of Covéa Insurance.
- 5.2 The Company is not authorised to receive or hold any premium, refund premium or any client money on behalf of Covéa Insurance.
- 5.3 The Company shall have no authority to handle or settle Claims and shall immediately refer to the Insurer any Claims notified to it.
- 5.4 The Company is not authorised to receive Claims money prior to onward transmission to Insureds.
- 5.5 Each Party represents and warrants to the other that it is duly authorised under the FSMA to perform its obligations under this Agreement and has all requisite authority, whether arising under applicable legislation, laws, rules or regulations of any regulatory body to which it is subject, to enter into this Agreement.
- 5.6 Each Party shall conduct its respective activities and obligations under this Agreement in accordance with all Regulatory Obligations.

- 5.7 The Company shall, upon giving reasonable notice to Covéa Insurance, have the right to inspect the facilities and books and records of Covéa Insurance for the purpose of ensuring compliance with all Regulatory Obligations.
- 5.8 Covéa Insurance shall, upon giving reasonable notice to the Company, have the right to inspect its facilities and books and records for the purpose of ensuring compliance with all Regulatory Obligations.
- 5.9 Each Party shall notify the other Party immediately in the event that it or any of its employees or its agents, involved in matters pursuant to this Agreement, shall become subject to suspension, restriction, disciplinary action, sanction, investigation or fine by the Regulator.
- 5.10 Each Party shall comply at all times with legislation, regulations, directives and all subordinate legislation applicable to its business activities pursuant to this Agreement, including without limitation the Regulator, the Act as amended, or re-enacted from time to time.
- 5.8 The Parties warrant that they hold all necessary authorisations and will comply with all statutory provisions (including the Bribery Act 2010), regulations, directions, permissions, licences, waivers, consents, registrations, approvals and other authorisations of competent authorities relating to their activities under this Agreement, and all codes of practice or conduct (whether statutory or otherwise) which apply to the Party from time to time, including, but without limitation, the regulations made by the Regulator.
- 5.9 Each Party shall immediately notify the other Party:
- 5.9.1 of any Change of Control; and
- 5.9.2 if it or any of its directors or employees is, or becomes, the subject of any significant disciplinary proceedings relating to a regulatory matter, or investigation by the Regulator at any time during the currency of this Agreement which are likely to have a material adverse effect on the operation of this Agreement.

6. DURATION AND TERMINATION

- 6.1 This Agreement shall come into force on the Effective Date and shall continue until terminated in accordance with Clauses 6.2 to 6.5.
- 6.2 This Agreement may be terminated by either Party giving to the other Party not less than 6 calendar months written notice.
- 6.3 Either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:
- 6.3.1 an order is made or a petition is presented or an effective resolution is passed for the winding-up of the other Party otherwise than for the purpose of amalgamation or restructuring upon terms previously approved in writing by both Parties;
- 6.3.2 the other Party shall convene a meeting or propose or enter into any arrangement or composition with its creditors;
- 6.3.3 any distress or execution or other process is levied or enforced upon or sued out against any part of such other Party's assets and is not paid out or discharged within seven days;

- 6.3.4 any encumbrancer takes possession of or a receiver is appointed over any of the property or assets of the other Party;
 - 6.3.5 the other Party makes any voluntary arrangement with its creditors or becomes subject to an administration;
 - 6.3.6 the other Party goes into liquidation and is unable to pay its debts as and when they fall due within the meaning of Section 123 of the Insolvency Act 1986;
 - 6.3.7 the other Party ceases or threatens to cease payment of its debts or ceases or threatens to cease (in the reasonable opinion of the Party intending to give the notice to terminate) to carry on business; or
 - 6.3.8 the other party ceases to hold an authorisation necessary to enable it to perform its obligations under this Agreement.
- 6.4 This Agreement may be terminated with immediate effect by a Party (the "Terminating Party"), by written notice served on the other Party (the "Other Party") within 3 months of the Terminating Party becoming aware of a Change of Control of the Other Party or any member of its Group (according to the definitions of the Company's Group and Covéa Insurance Group respectively herein) where the person so obtaining control is a competitor of the Terminating Party in any market forming a material part of the business of the Terminating Party from time to time.
- 6.5 The rights to terminate this Agreement given by this Clause shall be without prejudice to any other right or remedy of either Party in respect of the breach concerned or any other breach.

7. CONSEQUENCES OF TERMINATION

- 7.1 Upon termination of this Agreement for any reason:
- 7.1.1 the liability of Covéa Insurance under any Policy in effect at the date of termination shall continue in full force and effect until its expiry, termination (howsoever caused) or cancellation (howsoever caused) and until such expiry, termination or cancellation, Covéa Insurance shall continue to pay the Company commission pursuant to Schedule 2 in respect of any such Policy;
 - 7.1.2 the Company shall forthwith cease to promote or sell the Policy;
 - 7.1.3 all files and other documentation shall remain the property of the respective Parties as set out elsewhere in this Agreement and Covéa Insurance shall, at its own cost, return to the Company all files and other documentation belonging to the Company within seven days of such termination provided that Covéa Insurance may retain any documents necessary to administer the run-off of the business until all of its obligations in relation to Policy(ies) have expired (at which time it shall return to the Company these files and documents);
 - 7.1.4 the Company shall not, directly or indirectly, solicit, induce or encourage any Insured to cancel any Policy forming part of the Insurance Business or to transfer a Policy to an insurer other than Covéa Insurance; and
 - 7.1.5 the provisions of this Agreement including but not limited to the payment of Commission shall, to the extent required in order to fulfil the objects of this Clause 6 continue in force.

8. AUDIT AND INSPECTION

- 8.1 Each Party ("the Auditing Party") shall be entitled to audit the other Party ("the Audited Party"), by visit or through correspondence, in connection with the Audited Party's

obligations under this Agreement at any time during the term of this Agreement and thereafter until all of the Audited Party's rights, obligations and duties have come to an end under this Agreement. The Audited Party shall promptly allow representatives of the Auditing Party access to any of its offices during normal business hours for these purposes, on 14 Days' notice (or such shorter period as the Auditing Party considers (acting reasonably) may be required in the relevant circumstances). The Audited Party shall co-operate fully with any such audit and supply promptly such information, data and records (whether stored electronically or otherwise) of whatsoever nature as may be reasonably requested by the Auditing Party, and the Auditing Party shall be entitled to make copies or take extracts of the same. The Audited Party shall provide copying facilities at a reasonable charge to the Auditing Party.

- 8.2 During the course of any audit carried out under this Clause, the Audited Party shall make available one or more of its managers or senior officials with the appropriate level of expertise and authority to answer any reasonable enquiries made by the Auditing Party.
- 8.3 The Audited Party shall comply promptly with any reasonable request by the Auditing Party for information (which, without limitation, shall include documents, whether stored electronically or otherwise) relating to the performance of the Audited Party's duties and obligations under this Agreement.
- 8.4 Each Party hereby grants to the PRA and the FCA and any other relevant regulatory or relevant authority the same rights as those granted to the Auditing Party under this Clause 8 and, in the case of the PRA and the FCA, they also agree to grant any additional rights of access required by either the PRA or the FCA (whether directly or via the other Party).
- 8.5 Each party shall co-operate with the other Party and assist that other Party in any of its dealings with the Regulator and any other relevant regulatory or relevant authority and in any application for Authorisation or for any other permit which is relevant to the arrangements comprised in this Agreement.

9. DATA PROTECTION

- 9.1 Both Parties shall comply at all times with the Act and any regulations made under it and in particular with the Data Protection Principles set out in the Act and with all relevant guidelines and guidance notes issued from time to time by the Information Commissioner.
- 9.2 The Parties warrant to each other that Data that they share in relation to their respective activities and obligations under this Agreement can be lawfully used or disclosed to and by each other in the manner anticipated by this Agreement.
- 9.3 Where Data is supplied to one Party by the other Party, the Party in receipt of such Data will:
 - 9.3.1 ensure that it is only used for purposes lawfully authorised and in accordance with the terms of this Agreement;
 - 9.3.2 refer to the other Party any request it receives from data subjects for subject access or changes to the Data or any correspondence with the Information Commissioner relating to the disclosure by the other Party of the Data.
- 9.4 Each Party agrees to maintain all Data received pursuant to this Agreement in accordance with the Act and shall ensure that they have appropriate technical and organisational measures in place to protect against the unauthorised or unlawful

processing of Data relating to customers and against accidental loss or destruction of, or damage to this Data.

9.5 Each Party recognises that under this Agreement, and for the purposes, and within the meaning of the Act, it may from time to time be either a data controller or a data processor in relation to Data. Therefore each of the Parties undertakes to the other as the context requires that:

9.5.1 when acting as a data controller it will comply with all obligations on data controllers imposed by the Act; and

9.5.1 when acting as a data processor it will -

9.5.1.1 only process such Data in accordance with the instructions of the data controller and shall only use the Data so as to comply with its obligations under this Agreement;

9.5.1.2 not transfer the Data or any copy of it to any other country without the prior express written agreement of the data controller and that unless expressly authorised in writing by the data controller it shall not disclose or make available any of the personal data to a third party;

9.5.1.3 at all times process the Data lawfully; and

9.5.1.4 at all times comply with the obligations imposed on a data controller by the Act.

10. INTELLECTUAL PROPERTY

10.1 Covéa Insurance shall own all Intellectual Property Rights in all Policy Documentation except that Covéa Insurance shall not have any Intellectual Property Rights in the Company's logos, get-ups, trade or service marks (whether or not registered) used in any materials created by Covéa Insurance.

10.2 The Company shall not use the name, trade marks, logos or data of Covéa Insurance in any advertisement, or in any medium whatsoever or advertise on behalf of Covéa Insurance in any manner whatsoever without the prior written consent of Covéa Insurance.

11. MUTUAL INDEMNITY

11.1 The Parties shall, on an after tax basis, indemnify, keep indemnified and hold each other harmless and protected from and against any loss, claims, demands, liabilities, damages, expenses or costs arising out of or connected with any act or omission of their own or of their servants or agents in connection with this Agreement which:

11.1.1 is negligent or fraudulent; or

11.1.2 is a breach of statutory duty or Regulatory Obligations; or

11.1.3 is a breach of this Agreement.

PROVIDED ALWAYS THAT such indemnity shall be subject to the duty on each Party to mitigate any loss.

12. DISASTER RECOVERY PLANS

- 12.1 Both of the Parties shall maintain adequate systems to ensure the proper performance of their respective obligations under this Agreement and ensure that such systems have adequate back-up and disaster contingency facilities and procedures in place to enable the continuous provision of their respective obligations under this Agreement and which can be called upon should such systems break down or otherwise fail to operate properly for whatever reason and maintain and periodically test such contingency facilities and procedures (no less than once every twelve months).

13. ASSIGNMENT, THIRD PARTY SERVICE PROVIDERS, AGENTS, SUB-AGENTS

- 13.1 Neither Party shall assign, pledge, mortgage, charge or otherwise encumber or dispose of any of its rights and/or obligations under this Agreement without the prior written consent of the other Party which it shall be fully entitled to withhold provided that such consent shall not be required in the case of assignment by either Party of its rights and/or obligation under this Agreement to any of its Group Undertakings.
- 13.2 Wherever in fulfilling the obligations prescribed by this Agreement, Covéa Insurance proposes to, or uses, a third party, Covéa Insurance shall ensure that such third party services are provided according to the same standards of service and subject to the same obligations as would exist if the service were performed by Covéa Insurance itself. The Indemnity provided by Covéa Insurance under Clause 11 shall apply to the delivery of all such third party services.
- 13.3 The Company shall not appoint any agents or sub-agents (including Appointed Representatives within the meaning of the FSMA and FCA rules) for the purposes of carrying out, or assisting in carrying out, its obligations and activities under this agreement without the written consent of Covéa Insurance.
- 13.4 In the event of such appointment the Company shall be liable for the acts and omissions of its agents or sub-agents as if it had itself committed or made such acts or omissions.

14. CONFIDENTIALITY

- 14.1 Unless the Parties in writing consent to disclosure (such consent not to be unreasonably withheld or delayed), each Party to this Agreement shall during the term of this Agreement and thereafter observe strict confidentiality as to any information concerning:
- 14.1.1 the operation of this Agreement and the Data;
 - 14.1.2 the contents of this Agreement; and
 - 14.1.3 the business affairs of the other Party, which may come within its knowledge during the currency of this Agreement
- 14.2 Clause 14.1 above shall not apply to:
- 14.2.1 communications between the Parties and their respective professional advisers and bankers, and between Covéa Insurance and its re-insurers;
 - 14.2.2 disclosures required to be made by either Party by law to any fiscal or regulatory authority or in accordance with the requirements of this Agreement; and
 - 14.2.3 information which has come into the public domain otherwise than by reason of the default of the relevant Party or its advisers.
- 14.3 Without prejudice to the generality of the foregoing, both Parties shall apply the provisions of Clause 14.1 to any information held within their respective computer

systems and will limit access to that information to its employees involved with the operation of this Agreement and/or any of its obligation hereunder and then on a "need to know" basis only.

15. FORCE MAJEURE

- 15.1 Neither Party shall be held responsible or liable for delay or failure in performance of this Agreement, in whole or in part, if such delay or failure is due to Force Majeure.
- 15.2 Both Parties shall make all reasonable efforts to minimise the effect of any such Force Majeure upon the performance and fulfilment of this Agreement and shall meet as soon as possible and in any event within a period of five days from the date of notice of any Force Majeure to agree upon any action to avoid delays including any action under the Disaster Recovery Plans.
- 15.3 Nothing in this Clause shall be construed so as to absolve either Party from procuring due performance of relevant obligations as from time to time set out in the said Disaster Recovery Plans.

16. ANNOUNCEMENTS

- 16.1 Neither Party shall issue any announcement and/or any information or statement, including without limitation by way of electronic media, to any person (including, but not limited to, the press) relating to this Agreement and the Insurance Business or any part of it without the prior written consent of the other Party provided no such consent shall be required in the case of disclosure by either Party to a regulatory body pursuant to a legal obligation.

17. LEGAL

- 17.1 In the event that the whole or any part of the terms, conditions or provisions contained in this Agreement shall be determined invalid, unlawful or unenforceable to any extent then such term, condition or provision shall be severed from the remaining terms, conditions and provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.
- 17.2 No provision of this Agreement shall be amended except in writing signed by the Parties.
- 17.3 Nothing in this Agreement shall create or be deemed to create a partnership between Covéa Insurance and the Company.
- 17.4 No failure or delay in exercising any right, power or remedy under this Agreement and no course of dealing shall operate as a waiver. No single or partial exercise of any such right, power or remedy shall preclude any future or other exercise of that or any other right, power or remedy.
- 17.5 Unless provided elsewhere in this Agreement, the Parties exclude the operation and effect of the Contracts (Rights of Third Parties) Act 1999 from this Agreement.
- 17.6 Provided that rectification is made as soon as possible after discovery of any inadvertent delays, errors or omissions made in respect of the Insurance Business neither Party hereto shall be released from any obligation, responsibility and/or liability under this Agreement.

18. WHOLE AGREEMENT

- 18.1 This Agreement (together with the documents referred to in it) constitutes the whole agreement between the Parties in relation to all matters referred to herein, and

supersedes any previous agreement between the Parties in relation to any of the activities contemplated by this Agreement.

19. ASSURANCE

- 19.1 Covéa Insurance and the Company shall each to the extent that it is reasonably able to do so and at the other Party's cost, execute all documents and do all acts and things reasonably required by the other Party to give effect to the terms of this Agreement.

20. NOTICE

- 20.1 Any notice required or permitted under the terms of this Agreement or required by statute, law or regulation shall (unless otherwise provided) be in writing and shall be sufficiently given if forwarded by hand or registered prepaid mail to the Company Secretary of the relevant Party at its address specified in this Agreement or to such other address as may from time to time be designated by that Party, and in the case of Covéa Insurance, marked for the attention of the Head of Legal and Compliance. Any such notice shall be deemed to have been received and given in the case of delivery by hand, at the time of delivery, and in the case of registered prepaid mail, three Business Days after the date of mailing;

- 20.2 PROVIDED THAT, where in the case of personal delivery, such delivery occurs after 5.30 pm on a Business Day or at any time on a day which is not a Business Day, the notice shall be deemed to have been given at 9.30 am on the next following Business Day.

21. WAIVER

- 21.1 No delay or omission on the part of any Party in exercising any right, power or remedy provided by law or under this Agreement shall impair such right, power or remedy or operate as a waiver thereof.

22. DISPUTE RESOLUTION

- 22.1 The Parties will:

22.1.1 attempt in good faith to resolve any dispute or claim promptly through negotiations between their respective senior executives who have authority to settle the same;

22.1.2 in the event of a dispute appoint and nominate to each other at least one senior executive with authority to settle disputes;

22.1.3 attempt in good faith, if the dispute is not resolved through negotiation within three months of it arising, to resolve the dispute through the mediation of a third Party mediator either as agreed between the Parties or as recommended to the Parties by the Centre for Dispute Resolution or any similar organisation as the Parties may agree;

22.1.4 If the dispute has not been resolved by mediation within 6 months of it arising, or if either Party declines to participate in the mediation procedure, the other Party will be at liberty to refer the dispute to the jurisdiction of the English courts.

- 22.2 Without prejudice to the generality of the above, in the event of a dispute, either Party may seek the immediate protection or assistance of the English courts without the prior invocation of clause 22.1 above

23. GOVERNING LAW AND JURISDICTION

23.1 This Agreement shall be governed by and construed in accordance with the laws of England, and the Parties hereby submit to the exclusive jurisdiction of the High Court of Justice in England.

AS WITNESS the hands of duly authorised representative of the Parties on the date stated above:

SIGNED BY
for and on behalf of
COVEA INSURANCE PLC

Date

SIGNED BY
for and on behalf of
[BROKER NAME]
Date

SCHEDULE 1

[Policy List]

1. SHE 1,306,000 Personal Accident Plus
2. SHE 1,304,000 Personal Injury Plan (under 60's)
3. SHE 1,305,000 Accidental Death

SCHEDULE 2

Premium Rates & Commission

SHE 1,306,000 Personal Accident Plus

Level 1

	Customer Premium	Gross Premium	IPT @ 9.5%	Broker/Agent Commission Amount	Broker/Agent Commission %	Sterling Net
Individual	£5.11	£4.67	£0.44	£1.40	30.000%	£3.27
Individual + Children	£7.18	£6.56	£0.62	£1.97	30.000%	£4.59
Individual + Partner	£9.24	£8.44	£0.80	£2.53	30.000%	£5.91
Family	£11.31	£10.33	£0.98	£3.10	30.000%	£7.23

Level 2

	Customer Premium	Gross Premium	IPT @ 9.5%	Broker/Agent Commission Amount	Broker/Agent Commission %	Sterling Net
Individual	£7.18	£6.56	£0.62	£1.97	30.000%	£4.59
Individual + Children	£10.30	£9.41	£0.89	£2.82	30.000%	£6.58
Individual + Partner	£13.37	£12.21	£1.16	£3.66	30.000%	£8.55
Family	£16.49	£15.06	£1.43	£4.52	30.000%	£10.54

SHE 1,304,000 Personal Injury Plan (under 60's)

Level 1

	Customer Premium	Gross Premium	IPT @ 9.5%	Commission Amount	Commission %	Sterling Net
Individual	£5.00	£4.57	£0.43	£1.37	30.00%	£3.20
Individual & Children	£6.75	£6.16	£0.59	£1.85	30.00%	£4.31
Individual & Partner	£9.75	£8.90	£0.85	£2.67	30.00%	£6.23
Family	£11.50	£10.50	£1.00	£3.15	30.00%	£7.35

Level 2

	Customer Premium	Gross Premium	IPT @ 9.5%	Commission Amount	Commission %	Sterling Net
Individual	£9.75	£8.90	0.85	2.67	30.00%	6.23
Individual & Children	£13.25	£12.10	1.15	3.63	30.00%	8.47
Individual & Partner	£19.00	£17.35	1.65	5.21	30.00%	12.14
Family	£22.50	£20.55	1.95	6.16	30.00%	14.39

SHE 1,305,000 Accidental Death**Level 1**

	Customer Premium	Gross Premium	IPT @ 9.5%	Commission Amount	Commission %	Sterling Net
Individual	£5.50	£5.02	£0.48	£1.51	30.00%	£3.52
Individual & Partner	£10.50	£9.59	£0.91	£2.88	30.00%	£6.71

Level 2

	Customer Premium	Gross Premium	IPT @ 9.5%	Commission Amount	Commission %	Sterling Net
Individual	£10.50	£9.59	£0.91	£2.88	30.00%	£6.71
Individual & Partner	£20.50	£18.72	£1.78	£5.62	30.00%	£13.11

SCHEDULE 3

Broker Portal Terms of Use

The Company's use of the Broker Portal is subject to the provisions set out below (the "**Terms of Use**").

1. GENERAL

1.1 The Company must comply with these Terms of Use, and any other policies, usage restrictions, or limitations imposed by Covéa Insurance from time to time in relation to Broker Portal.

1.2 The Company may only use the login ID, password and (where relevant) other security processes and devices issued to the Company to access Broker Portal. The Company must not disclose or share these details with any other person. The Company must report to Covéa Insurance any compromise to, or misuse of, these details.

1.3 The Company must ensure that any data input, processed, printed or disseminated by the Company through Broker Portal is up-to-date, true, accurate and not misleading.

1.4 The Company may only access and use Broker Portal (and any material available on Broker Portal) to provide Covéa Insurance's Policies to its Customers.

1.5 The Company must not access or use Broker Portal if it ceases to be authorised by Covéa Insurance to do so. Covéa Insurance may suspend or prohibit the Company from accessing or using Broker Portal at any time.

1.6 Covéa Insurance make use of session cookies in operating Broker Portal. More information on this can be found at www.protectionsaleshub.com/hub/cookies.

1.7 Covéa Insurance and companies within the Covéa Insurance group may contact the Company in relation to Covéa Insurance or their services or the Broker Portal, and for promotional purposes. The Company are able to opt-out of this in some (but not all) respects by contacting us in the way described below.

2. LICENCE TO USE

2.1 Covéa Insurance grant the Company a non-exclusive, non-transferable, non-assignable, temporary and revocable, right to access and use the Broker Portal in accordance with and subject to these Terms of Use.

2.2 The Company may not allow any person other than your Authorised Users (as described in Clause 3) to access or use the Broker Portal.

2.3 The Company shall only exercise the right to access and use Broker Portal:

- (i) through the website at www.protectionsaleshub.com (or such alternative website as Covéa Insurance may select from time to time) (referred to as the "**Broker Portal**");
- (ii) through the Authorised Users.

The Company shall not access or use the Broker Portal in any other way or for any other purpose. In particular, the Company shall not access or use the Broker Portal for the benefit of any person other than the Company.

2.4 The Company shall:

- 2.4.1 access and use, and ensure that the Company's Authorised Users access and use, the Broker Portal in accordance with these Terms of Use and the remainder of the Agreement;
- 2.4.2 comply with all security requirements that Covéa Insurance may inform the Company of relating to the Broker Portal (including by using virus screening and firewall software to minimise the risk of a virus contaminating the Broker Portal), and not attempt to bypass any security mechanism that Covéa Insurance have in place;
- 2.4.3 be responsible for satisfying the minimum hardware and software requirements for accessing or using the Broker Portal that Covéa Insurance may inform the Company of. Failure to do so may prevent access and use of the Broker Portal or adversely affect the Broker Portal;
- 2.4.4 comply with any policies, usage restrictions, or limitations imposed by Covéa Insurance from time to time in relation to the Broker Portal;
- 2.4.5 ensure adequate and proper training, supervision and management of the Authorised Users when accessing and using the Broker Portal;
- 2.4.6 not copy, make derivative works of, adapt, reverse engineer, decompile, disassemble, modify, adapt or make corrections to any part of the Broker Portal;
- 2.4.7 not sell, rent, lease, sub-licence, assign, gift, transfer, lend or make available, in whole or in part, the Broker Portal to any third party (or offer to provide services to any person in any way using the Broker Portal), except as specifically permitted by these Terms of Use and the Agreement; and
- 2.4.8 not remove or alter any copyright or other proprietary notice appearing in or on the Broker Portal.

3. **AUTHORISED USERS**

3.1 References to access or use of the Broker Portal by the Company shall include access to or use of the Broker Portal by an Authorised User. Any act or omission by any Authorised Users shall be deemed to be the Company's act or omission for which the Company are wholly responsible. Accordingly, any obligation on the Company not to do anything shall include an obligation on the Company not to allow that thing to be done by an Authorised User or any other third party.

3.2 The Company shall ensure that:

3.2.1 only appropriate individuals are added as Authorised Users;

3.2.2 each Authorised User is provided with access and use rights only in respect of those functions on the Broker Portal that are appropriate for them.

3.3 The Company may only allow the following to access or use the Broker Portal:

3.3.1 individuals that are either:

(a) the Company's employees; or

(b) (if not the Company's employees) named and approved of by Covéa Insurance in writing; and

each individual must also be engaged in performing the Company's obligations under the Agreement and authorised to act for and on the Company's behalf when accessing or using the Broker Portal.

3.4 The Company shall ensure that Authorised Users do not engage in any behaviour in accessing or using the Broker Portal which puts the Company in breach of these Terms of Use, is illegal, or which would reasonably be considered by Covéa Insurance to be inappropriate or likely to damage Covéa Insurance's reputation or goodwill.

1. **ACCESS AND MODIFICATIONS**

4.1 Covéa Insurance shall be entitled to introduce modifications, upgrades and new releases of any part of the Broker Portal and to introduce replacement hardware and software within the Broker Portal.

4.2 Covéa Insurance may at any time (at Covéa Insurance's discretion) suspend or restrict the Company's right to access and use the Broker Portal or suspend or restrict the access to and use of the Broker Portal by any Authorised User. Covéa Insurance shall determine the period of any such suspension or restriction.

- 4.3 Covéa Insurance shall, in so far as Covéa Insurance consider it reasonably practicable, provide the Company with advance warning of suspension or restriction under Clause 8.3. If Covéa Insurance do not give the Company prior warning of such suspension or restriction, Covéa Insurance shall inform the Company within a reasonable period thereafter. Covéa Insurance shall not exercise Our rights to suspend or restrict the Company's right to access and use the Broker Portal under Clause 8.3 unless Covéa Insurance consider that such suspension or restriction is justified.

5. LIABILITY

- 5.1 Covéa Insurance do not charge for the Company's right to access or use the Broker Portal. Accordingly, Covéa Insurance do not accept, and Covéa Insurance expressly exclude, any liability (whether arising in contract, tort or otherwise and whether or not due to Covéa Insurance's negligence) which Covéa Insurance may otherwise have to the Company in connection with the Broker Portal.
- 5.2 Whilst Covéa Insurance shall endeavour to ensure that the Broker Portal operates properly, the Company must ensure that the results and other information produced by the Broker Portal are appropriate for the use that the Company make of that material. If the Company identify any error in that material, the Company must: (i) not use it; and, (ii) promptly inform Covéa Insurance of the error so that Covéa Insurance can investigate it.
- 5.3 Covéa Insurance do not warrant, represent, undertake, guarantee or give any other commitment to the Company and shall have no liability (whether in contract, tort or otherwise) to ensure that the Broker Portal is free from errors or defects, operates without interruption, is compatible with any hardware or software, or meets any of the Company's specifications or requirements.
- 5.4 The Company agree that:
- 5.4.1 access to or use of the Broker Portal may not be possible from time to time for technical or other reasons;
 - 5.4.2 performance of the Broker Portal may from time to time be adversely affected or impaired for technical or other reasons;
 - 5.4.3 Covéa Insurance are not liable for loss or damage incurred by the Company arising out of the Company's access or use of the Broker Portal.

6. PROPRIETARY RIGHTS TO BROKER PORTAL

The Broker Portal (including all material made available by Covéa Insurance through the Broker Portal) shall be and remain the property of Covéa Insurance or Covéa Insurance's licensors, but may be used by the Company solely in accordance with these

Terms of Use and the Agreement. Under no circumstances shall the Company acquire any other rights to the Broker Portal, or related intellectual property rights, which shall (as between the Company and Covéa Insurance) at all times be owned by Covéa Insurance absolutely.

SCHEDULE 4

SERVICE LEVELS

Helpline

A dedicated Helpline would be provided to deal with incoming customer and staff enquiries. The Helpline is manned by fully trained staff from 9am to 6pm Monday to Friday (excluding Bank Holidays).

Policy Documents

Within two working days following receipt of a fully completed application form, policy documents will be despatched to the customer. From the date that the customer receives their policy documents, they have 15 days to review their policy. If they have any queries or questions then the customer is invited to ring the Helpline for assistance.

Amendments to Cover/Cancellations

If a request to amend, upgrade or cancel a policy is made, this will be actioned within 5 working days.

General Correspondence

Where a customer writes in with a query, a reply is sent within 3 working days or where a complication exists, the reply may take the form of an acknowledgement.

Claims

- Request for claim forms are actioned within 24 hours.
- Completed claim forms are registered and acknowledged within 48 hours of receipt.
- Settlement of valid claims will be made within 4 working days following receipt of all necessary information.

SCHEDULE 5

ALLOCATION OF RESPONSIBILITY FOR POLICY DOCUMENTATION AND INSURANCE MEDIATION RELATED MATERIALS

Document	Responsibility for Creating Form and Content	Responsibility for Printing (where applicable)	Responsibility for Provision to Insured and potential Insured)	Covéa Insurance Responsible for Document under ICOBS 6.1.1R	Prior sign-off by Covéa Insurance required
<i>INSURANCE MEDIATION RELATED MATERIALS</i>					
1. Insurance Mediation Related Materials	Company	Company	Company	No, with Clause 4.4 in respect of Technical Content being the exception	See Sub-clause 4.3.3 (prior review) and Clause 4.4 (approval of Technical Content)
2. Status Disclosure	Company	Company	Company	No	No
3. Statement of Fact and/or Proposal Form (as relevant)	Company	Company	Company	Yes	Yes
4. Statement of Demands & Needs	Company	Company	Company	No	No

5.	Distance Insurance Mediation Related Information where any distance marketing activity is carried out	Company	Company	Company		Yes
6.	Price Information (where relevant)	Company	Company	Company	No	No

POLICY DOCUMENTATION

7.	Policy document;	Covéa Insurance	Covéa Insurance	Covéa Insurance	Yes	N/A
8.	Endorsements to Policy document);	Covéa Insurance	Covéa Insurance	Covéa Insurance	Yes	N/A
9.	Policy schedules ;	Covéa Insurance	Covéa Insurance	Covéa Insurance	Yes	N/A
10.	Policy Summary (Key	Covéa Insurance	Covéa Insurance	Covéa Insurance	Yes	N/A

	Facts) Directive Required Information:					
	(a) applicable law;	In Policy Document	In Policy Document	In Policy Document	Yes	N/A
	(b) complaints details	In Policy Document	In Policy Document	In Policy Document	Yes	N/A
	(c) insurer details)	In Policy Document	In Policy Document	In Policy Document	Yes	N/A
11.	Notice of cancellation rights (ICOBS 6.2.5R/ICOBS 3 Annex 2R)	In Policy Document	In Policy Document	In Policy Document	Yes	N/A