

## 1 Appointment

1.1 The Insurer hereby grants to [ ], on a non-exclusive basis, the delegated underwriting authority, subject to the terms and conditions of this Agreement.

1.2 For the avoidance of doubt, [ ] shall not have any authority to act for and/or on behalf of the Insurer and shall not have any rights, authorities or otherwise, in relation to the subject matter of this Agreement, other than in accordance with the terms of this Agreement or as otherwise agreed between the Parties.

## 2 Underwriting Rules

2.1 The delegated underwriting authority is granted to [ ] strictly on the basis that it shall at all times comply with the [Underwriting Rules]. For the avoidance of doubt, [ ] shall only have authority to bind the Insurer to a [Policy] and issue a [Policy] that falls within the definition of [Policies] and which meets the [Underwriting Rules]. All risks which do not comply with the [Underwriting Rules] must be referred to the Insurer for consideration as to whether the risk is acceptable or not to the Insurer and the Insurer will advise [ ] in writing accordingly.

## 3 Undertakings

3.1 [ ] undertakes to the Insurer that:

(a) [subject to the Insurer's procedures to deal with system downtime or denial of access to Insurer systems not caused by some fault on the part of [ ]], it will use all reasonable endeavours to sell and administer the [Policies] in the [Territories] with all due skill, care and diligence expected of a competent insurance intermediary and in accordance with the [Underwriting Rules];

(b) it shall ensure that its employees have all the necessary skills, competencies and experience and equipment to properly and expeditiously perform their obligations;

(c) it will not make any unsubstantiated statement or knowingly perform any act which will or may reflect adversely on the brand, business, integrity, goodwill or commercial interests of the Insurer;

(d) [it will inform the Insurer, to its address or such other address as may be notified, in a timely manner of any material relevant information received by it which is likely to be of interest, prejudice, use or benefit to the Insurer in relation to any [Policy];]

(e) it will inform the Insurer in a timely manner of any development which may have a material impact on its ability to carry out the [Services] effectively and in or its compliance with the [Applicable Requirements];

(f) [it will at all times during the continuance of this Agreement use its reasonable endeavours to do all such acts as may be in the best interests of the Insurer under this Agreement, including in accordance with the terms of the delegated underwriting authority, and which are conducive to the proper and timely performance of the duties and obligations imposed on it by this Agreement;]

(g) it will promptly process applications for insurance and promptly issue the [Insurance Documentation] in accordance with the [Services];

(h) [subject (save in the event of fault on the part of [ ]) at all times to the provision by the Insurer of the necessary degree of access to the Insurer's IT systems, it will at all times perform the [Services] in accordance with the [Service Levels];]

- (i) it will remain for the duration of this Agreement duly authorised by any relevant [Regulatory Authority], and will notify the Insurer, without delay, in the event that there is or there is likely to be a change in its regulatory status which would impact on its ability to perform any of its obligations pursuant to this Agreement;
- (j) it will maintain a business continuity plan which makes provision for the prompt and efficient handling of any incident which impairs its ability to perform any of its obligations pursuant to this Agreement and promptly share such business continuity plan with the Insurer upon request; and
- (k) it will comply at all times with all [Applicable Requirements] when performing its obligations under this Agreement.

#### **4 Management Information**

4.1 [ ] shall prepare and submit to the Insurer the [Management Information] set out in schedule [ ] within the timescales specified therein.

4.2 The Insurer may from time to time request, and [ ] shall provide, such additional reports as may be reasonably required for the Insurer to evaluate the ongoing provision of [Services] by [ ].

#### **5 Document security**

5.1 [ ] shall establish and maintain a complete record of all [Policies] issued or amended, and all [Insurance Documentation] issued, pursuant to this Agreement.

5.2 All certificates of insurance, endorsements and other documents or any electronic method of producing documentation under the Agreement shall be kept secure at all times and only used in accordance with the terms of the delegated underwriting authority. [If requested by the Insurer, [ ] will promptly return all unused [Insurance Documentation] and ensure that any electronic method of producing the same is terminated.]

5.3 [In the event of any loss or theft of any certificates of insurance, books, hardware or software, [ ] must notify the Insurer of such loss or theft within twenty four (24) hours [and, where appropriate, give details of the police station to which the theft has been reported.]]

4.4 [ ] shall ensure that it complies with the requirements of the Insurer's [Information Security Policy] as set out in schedule [ ].

*[Note: to consider if a TUPE clause should be drafted]*