

## Our protection terms of business

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## Who we are

Bright Grey and Scottish Provident are the specialist protection divisions within the Royal London Group.

## Doing business together

1. Our **protection terms of business** set out the conditions upon which we accept applications for Bright Grey and/or Scottish Provident branded **business** from you. By submitting applications to us, you agree to our **protection terms of business**.
2. We reserve the right to vary our **protection terms of business** at any time, and will let you know of any change as soon as we reasonably can. We may choose to use our **websites** to do this.
3. Changes will take effect from the date specified in the notification, or from the date we publish the notification, unless changes in **applicable laws** dictate otherwise.
4. Changes to our **protection terms of business** will not affect **business** already in force, or applications submitted before the changes take effect, except to the extent required by **applicable laws**.

## Your role, obligations and responsibilities

1. We will treat you as your **client's** agent unless you, or your **client**, tell us otherwise and you must explain to them what this involves. As their agent, you will, whenever appropriate, advise them of all the relevant terms and conditions that apply to the **business** placed with us, on the suitability of each aspect, and of the amount of any commission or other remuneration you earn or receive for it.
2. You will always act in your **client's** best interests.
3. You will run your organisation in an appropriate and professional manner.
4. You will be responsible for the conduct, actions and omissions of your employees, **appointed representatives** and anyone else who represents you, and you will have appropriate monitoring in place to ensure they are reliable. You will also make sure they are aware of, understand and act in accordance with our **protection terms of business**.
5. If you have any concerns or become aware of anything unusual in your relationship with us, those you are responsible for, and/or any **business** you have submitted to us, you must tell us immediately.
6. You will ensure that any information you give us about your **client** has come directly from them, or with their consent, and is true, complete and accurate to the best of your knowledge and belief.
7. You will tell your **client**, in good time before submitting an application, that they must disclose all material facts and you must explain to them the consequences of not doing so.
8. You will ensure you pass on immediately any documentation we give to you for your **client** without making any amendments to it, and obtain their signature where we need it or where otherwise appropriate.

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9. You will immediately pass to us any documentation your **client** gives you in relation to the **business**, keeping copies on your file.
10. Where your **client** is more than one person, you will ensure that you perform your obligations set out in our **protection terms of business** for each of them.
11. You will immediately pass to your **client** any notification of amendments we propose to make in relation to their application or to in-force **business**, and will explain the amendments to them.
12. You will confirm your **client's** written rejection or acceptance of any amendments as soon as you receive it from them.
13. Where you choose to deal with us online, you will be subject to additional terms and conditions relating to our online services.
14. Email communications are not necessarily secure, and may be intercepted or changed after they are sent. We do not accept any liability where such communications are changed or are not delivered.
15. You must ensure that you have adequate security measures in place (including but not limited to any measures we ask you to take) and that the appropriate measures are in place to prevent harmful viruses being sent to us electronically.
16. You will maintain professional indemnity insurance in line with the requirements of the regulatory body or association you belong to, and will give us a copy of your policy on request.
17. You will comply with all **applicable laws** and any other relevant legal or regulatory requirements, including the requirements of any voluntary body of which you are a member.
18. You will give us regular updates of anyone joining or leaving your organisation who submits **business** directly to us.
19. You warrant that you have full authority from your **client** and all necessary authorisations from your regulator and under the Financial Services and Markets Act 2000 and Data Protection Act 1998 and/or any other **applicable laws** to enable you to act under our **protection terms of business**.
20. You will indemnify us against any loss we suffer if you act outside of or in breach of any **applicable laws**, or our **protection terms of business**.

## Our rights

1. We may disclose and/or use any information or data you give us for the purposes of exchanging information, conducting market research, preparing strategic or other marketing plans or gauging product sales or product performance. We may also exchange the information with associated companies, service providers, distributors of our products or agents (who may be located in other countries) with which we have a contractual relationship, or to any party in connection with the approved uses of such information set out above.
2. In doing so we will always comply with **applicable laws**, and where appropriate will amend the information or data so as not to identify the **client**.

3. We may run relevant searches and checks on you (including your credit worthiness) as we see fit.
4. We reserve the right not to accept **business** from you, and will not accept it where you are not appropriately authorised.
5. We reserve the right to send communications directly to the **client**.

### Commission

1. We will credit or pay you commission for **business** that goes in force.
2. We will negotiate the rate and terms of your commission separately, and may vary these at any time. We will let you know about any variation, though not necessarily in writing.
3. Any commission we pay you will follow the principles and rules of our regulator and/or any **applicable laws**.
4. We will pay your commission in arrears and provide you with statements confirming payments.
5. We will only pay or credit commission once we have received the first premium, any cooling-off or cancellation period has ended, and, where applicable, the **client's** money has been invested in the underlying investment vehicle (as defined in the product literature).
6. We will stop paying commission for **business** that is cancelled, lapses, ends, or if premiums stop being paid for any reason.
7. If the terms of the **business** are varied and/or the premiums change, we may vary the amount of commission we pay you accordingly.
8. We may defer paying your commission until a certain minimum level is reached. We review this minimum level from time to time.
9. You may ask us to apply some or all of your commission to enhance the benefits under your **client's** policy.
10. If any **business** becomes void or is cancelled from inception because of misrepresentation or non-disclosure, or for any other reason, we will claw back all commission paid for that policy, and the repayment will be due immediately.
11. We will pay indemnity commission at our sole discretion, and in all circumstances reserve the right to pay non-indemnity commission.
12. In particular we reserve the right not to pay indemnity commission for **business** on the life of, or for the benefit of, you or your family. For the purpose of this clause, 'family' includes spouse, partner, co-habitee, grandparent, parent, sibling, child, or grandchild (or the spouse or partner of any of those people). You must tell us if **business** being submitted is on the life of or for the benefit of, you or your family.

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Where we agree to pay indemnity commission, the additional provisions 13 – 18 also apply.

13. We will not pay commission for any **business** that is terminated or cancelled from inception, or if the first premium is not paid, and we will claw back any commission already paid. The repayment will be due immediately.
14. If any **business** is terminated or cancelled, or if premium payments reduce, vary, stop or are suspended during the initial earnings period agreed in our commission negotiations, we will claw back a proportion of the indemnity commission we paid you. We will calculate the proportion based on factors including the changes to the premium and the period from the date of the change until the end of the initial indemnity period.
15. We will tell you on your statement of account that repayment is due.
16. If you do not repay the commission within 28 days of it becoming due, we may charge interest on the commission to be repaid.
17. If you breach our **protection terms of business** by not repaying commission immediately or failing to repay any debt you owe us, we reserve the right to share this information with other financial institutions (including to the Elixir2000 database which is maintained on behalf of insurers or to any similar body) and with any appropriate regulatory bodies.
18. We may vary or withdraw our agreement to pay you indemnity commission at any time, at our sole discretion.

### Commission repayment and set-off

1. Where you are due to pay, repay or reimburse any sum to us, you should pay it without our issuing a formal demand, unless otherwise stated in our **protection terms of business**.
2. Where possible, we will set-off any commission you owe us against any we owe you under our **protection terms of business**.
3. We may set-off any commission or other payment we have credited to you under our **protection terms of business** against any other debt you owe **Royal London** under any other agreement or arrangement.
4. We may set-off any other commission or payment **Royal London** owes you against any debt you owe us under our **protection terms of business**.
5. We will let you know before we perform any setting-off against payments due to you or debts owed by you other than under our **protection terms of business**.
6. Exercising our rights under this clause will be without prejudice to any other rights or remedies available to us under our **protection terms of business** or otherwise.

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## Ceasing to act for the client

1. If the **client** asks us to, we will transfer their **business** to another intermediary. If you tell us that your organisation has been legally transferred to another intermediary, we may also transfer the **client's business** to that intermediary.
2. If your **client's business** is transferred to another intermediary, or if you cease to act on their behalf for any other reason, we may, and will normally, stop paying you commission for their **business** – other than any commission due to you before you ceased to act for them.
3. If your **client's business** is transferred to another intermediary during the initial indemnity period, you will still be liable for any repayment of commission unless you and the other intermediary agree that liability should transfer too, and we give our written consent. We may withhold or delay our consent at our sole discretion and may require that you repay us any unearned commission for the **business**.
4. If your **client's business** is transferred to you from another intermediary, we may agree to pay the commission for it to you if the other intermediary agrees, or if we are entitled to stop paying commission to the other intermediary and no one else is entitled to it.

## Money laundering

1. You agree to comply with all **applicable laws** on the prevention of money laundering. In particular, you will be responsible for verifying the identity of your **client** and relevant third parties, obtaining sufficient evidence and forwarding it to us where required or requested. You also agree to comply with any reasonable additional requests from us. We will not be liable for any errors or omissions you may make in obtaining or providing information or evidence.
2. We may carry out an online identity authentication search on your **client**. This does not waive or otherwise affect any obligations on you to verify your **client's** identity for your own **business** purposes.

## Data protection

1. You must comply with the Data Protection Act 1998.
2. We will hold information about you and your dealings with us on our database for the purpose of administering your **client's** plan, paying you commission, maintaining our relationship and for regulatory issues.
3. We will keep information for a reasonable period. We may also share information about you (in the UK and abroad) with our service providers, agents and with third parties such as auditors, underwriters, reinsurers, medical agencies, identity authentication agencies, other financial institutions and legal and regulatory bodies.
4. We may contact you by mail, phone, fax, email or other electronic messaging with further offers, promotions and information about products and services which may be of interest to you. By giving us the relevant contact details for fax, phone and email you consent to contact by these methods. However, if at any time you object to marketing contact by any of these methods, please let us know.
5. We may monitor and record phone calls and keep them for the purposes of training and quality assurance and to ensure we have an accurate record of your instructions.

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6. Where you give us information on your employees or representatives, you confirm that you have informed them of our identity and the purposes for which their personal data will be processed.
7. Where you hold personal data on our behalf, and/or retain a signed original of the application form, you agree (a) that you will process it only in accordance with our instructions, (b) that you will ensure you have appropriate technical and organisational measures in place against unauthorised or unlawful processing of **client personal data**, and against accidental loss or destruction of, or damage to, **client personal data**.
8. You must make your **client** aware that you are placing their **business** with Bright Grey and/or Scottish Provident, that we are a division of **Royal London**, and that we may contact them directly.
9. Where you provide a quote before submitting an application for **business**, you must tell your **client** that their information has been passed to us for the purpose of providing the quote and that we may keep the information even if the application does not go ahead.
10. We plan to store and use your **client's** information to better understand their current and future needs. You must make your **client** aware of the data protection notice within the application form before you submit their application.
11. Some or all of the information you give us may be accessible by other administration providers associated with us, or by third party service providers. In such cases your **client's** data will remain confidential and will not be used for any purpose other than those covered by our **protection terms of business**, or by any other agreement between us and you or your **client**.

### Record keeping

1. You must keep full and accurate records of any documents, books, accounts and other information relevant to our relationship and/or the **business**, including communications between you and your **client**.
2. You will keep these records for at least as long as required by **applicable laws**, and in line with the requirements of any relevant regulator.
3. You will provide us with copies of such records as we reasonably request.
4. You will allow us, or advisers acting on our behalf, to audit your records at any time, and will provide all reasonable co-operation to assist the carrying out of the audit. We will try to give you reasonable notice of any proposed audit.
5. We will provide statements and keep records of all commission payments for 6 years, or such other period as required by **applicable laws**.
6. We will give you all the information on commission you need to make full disclosure to your **client**.

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## Ending our relationship

- I. If our **protection terms of business** are terminated, by either of us, you will not place and we will not accept any new **business**. Our **protection terms of business** can be terminated in the following circumstances.
  - a. Either we or you can terminate our **protection terms of business** at any time by giving the other one month's notice in writing.
  - b. We may terminate our **protection terms of business** with immediate effect by giving you notice in writing if:
    - i. You materially breach our **protection terms of business**
    - ii. Our organisation or reputation is or could be adversely affected by your misconduct
    - iii. Your authorisation by any relevant regulatory body, or any necessary licence, is revoked or suspended or you are investigated for a breach of a relevant regulatory body's rules
    - iv. You become insolvent, cease to carry on trading, go into liquidation (except for the purpose of reconstruction or amalgamation), you have a receiver appointed in respect of the whole or any part of your assets, an administration order is or is likely to be applied for against you, a resolution is passed for your winding up or a meeting is held to consider such a resolution, you are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986, or if you make or propose any arrangement or composition with your creditors or threaten to do any of these things or something similar
    - v. There is a change in the ownership, control or legal status of your organisation
    - vi. You are charged with or convicted of any offence involving fraud or dishonesty

You will let us know in writing of any facts known to you which relate to any of i. to vi. above.

2. Whether we choose to terminate our **protection terms of business** or not, we will be entitled to stop paying you commission if any of the circumstances set out in I. b. ii. to vi. above arise.
3. Whether we choose to terminate our **protection terms of business** or not, if the circumstances set out in I.b.v. arise, or if we reasonably believe that you are likely to become unable to pay your debts as and when they fall due, we can clawback any unearned commission, and pay it on a non-indemnity basis instead.
4. If we terminate our **protection terms of business** it will be without prejudice to any other remedies that we may be able to pursue against you, including any remedies in respect of accrued rights under our **protection terms of business**.

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5. If our **protection terms of business** are terminated for any reason you will:
  - a. Return any property belonging to us
  - b. Stop promoting our products
  - c. Stop submitting applications to us
  - d. Repay any money you owe or will owe us
  - e. Forfeit your entitlement to all commission (if termination is as a result of 1. b. iv above), or all commission falling due after the date of termination (if for any other reason)
  - f. Continue to comply with your obligations to keep documents
  - g. Continue to co-operate with us in relation to **business** you have already placed with us.

## General

### Payment of premiums through you

If you undertake to the **client** to pass monies to us, you must do so promptly and without deduction, unless previously agreed in writing with us. You will only agree to pass on **client** monies where you are permitted by **applicable laws**.

### Confidentiality

You must keep confidential any information in your possession or control that is stated to be, or would reasonably be considered to be, confidential.

### Waiver

Any failure or delay by us or you to exercise or enforce any rights under our **protection terms of business** and/or in law will not be deemed a waiver of any such rights, nor will it prejudice their enforcement in any way. Any single or partial exercise of any such right will not preclude or restrict the further exercise of that right or any other right.

### Assignment

We reserve the right to assign any of our rights or delegate any of our obligations under our **protection terms of business** to any part of any group of which **Royal London** forms part. You may assign your rights or delegate your obligations under our **protection terms of business** only with our prior written consent.

### Rights of third parties

Neither we nor you intend that any provision of our **protection terms of business** should be enforceable by any person who is not a party to it. The Contracts (Rights of Third Parties) Act 1999 will not apply to our **protection terms of business**.

### Notices

Any notice under our **protection terms of business** will be given in writing and signed by or on behalf of the party giving it and may be hand delivered (including courier), or sent by first class registered post. Notice will be deemed to have been given on the day of delivery unless it is not a **working day**, in which case delivery will be deemed to be given at 10am on the next **working day**. We will send notices to you at your last known **business** address. You will send notices to us to Agency Management, **Royal London**, 2 Queen Street, Edinburgh, EH2 1BG.

### Severability

If any provision of our **protection terms of business** conflicts with any **applicable laws**, then the **applicable laws** will prevail. If any provision or part of any provision is declared void, voidable, illegal or unenforceable, then it will be deemed deleted from our **protection terms of business** and the remaining provisions will continue to be valid and enforceable to the fullest extent permitted by law.

### Disputes

We and you undertake to act in good faith in relation to each other, and to discuss any dispute that may arise and to seek an amicable settlement. For the avoidance of doubt, these undertakings will not prejudice the rights of either party to take legal proceedings against the other.

### Nature of relationship

Nothing in our **protection terms of business** should be construed as indicating or giving rise to a joint venture or partnership. You will not sign or amend any documents or policies on our behalf, and will not make any statements or promises or representations of any kind which bind or purport to bind us, and you will not hold yourself out as having authority to make any such representation.

### Governing law and jurisdiction

Our **protection terms of business** will be governed by and construed in accordance with the laws of England, and are subject to the exclusive jurisdiction of the courts of England and Wales.

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### Definitions

**Applicable laws** – any law, regulatory requirement, or other industry requirement which applies to us and/or you. For these purposes a requirement includes rules, guidance or statements of good practice issued by a regulatory or industry body which we are expected to comply with.

**Appointed representatives** – has the meaning set out in section 39(2) of the Financial Services and Markets Act 2000.

**Business** – long-term insurance contracts, including protection contracts, and designated investments provided by us under our Bright Grey and/or Scottish Provident brand(s).

**Client** – the applicant or prospective applicant on whose behalf you are acting.

**Client personal data** – any personal data as defined in the Data Protection Act 1998 that relates to a **client** or, where a person covered is not a **client**, the person covered.

**Royal London** – the **Royal London** Group which consists of The **Royal London** Mutual Insurance Society Limited and its subsidiaries. References to 'us', 'we', or 'our' are references to **Royal London**.

Our **protection terms of business** – these **protection terms of business** between us and you.

**Websites** – [www.brightadviser.co.uk](http://www.brightadviser.co.uk) and [www.scottishprovident.com](http://www.scottishprovident.com).

**Working day** – Monday to Friday from 9am to 5pm, other than public holidays in Scotland and/or England.

**You** – are a person, firm or company authorised under the Financial Services and Markets Act 2000 or any other **applicable laws** who has entered into a **business** agreement with us, and for the purpose of these **protection terms of business** 'you' includes, where appropriate, your partners, directors, employees, **appointed representatives** and any person for whom you are responsible.

Legislation and regulatory rules and requirements as amended or replaced from time to time, and any regulations made thereunder.

Reference to a clause or paragraph is referring to a clause or paragraph of these **protection terms of business** unless otherwise specified. The headings in these **protection terms of business** shall not affect its construction or interpretation.

Bright Grey and Scottish Provident are divisions of the Royal London Group which consists of The Royal London Mutual Insurance Society Ltd and its subsidiaries. The Royal London Mutual Insurance Society Ltd provides life and pension products, is a member of the Association of British Insurers and the Association of Financial Mutuals, is authorised and regulated by the Financial Services Authority No. 117672 and is registered in England and Wales No. 99064. Royal London Marketing Ltd introduces Royal London's customers to other insurance companies, is authorised and regulated by the Financial Services Authority No. 302391 and is registered in England and Wales No. 4414137. The registered office for both of these companies is 55 Gracechurch Street, London, EC3V 0RL.