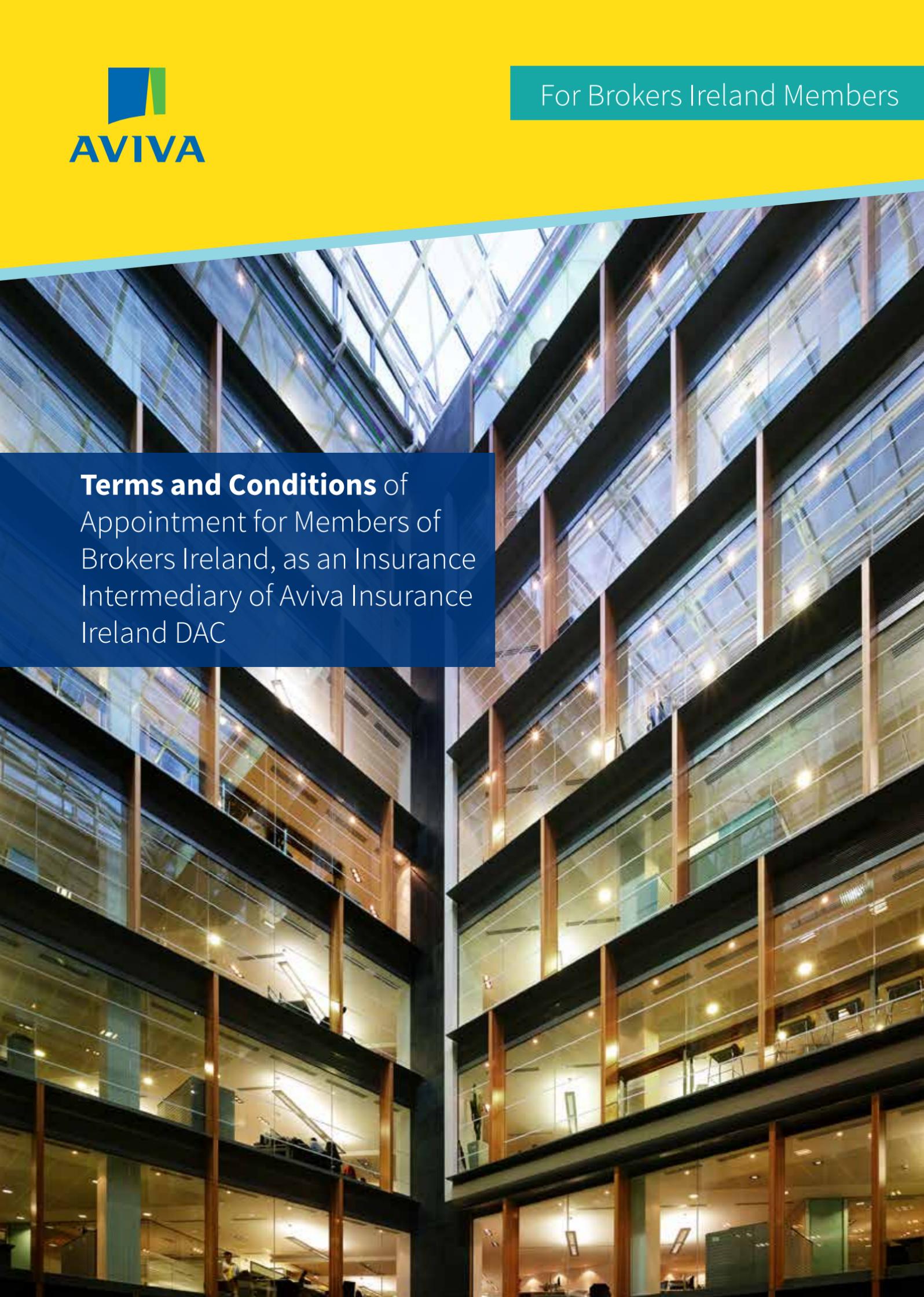




For Brokers Ireland Members

A photograph of a modern, multi-story glass skyscraper interior, viewed from a low angle looking up. The building has multiple floors with glass railings and internal lighting, creating a sense of height and modernity. The image is used as a background for the document.

Terms and Conditions of
Appointment for Members of
Brokers Ireland, as an Insurance
Intermediary of Aviva Insurance
Ireland DAC

Terms and Conditions of Appointment, for Members of Brokers Ireland, as an Insurance Intermediary of Aviva Insurance Ireland DAC, a company registered in Ireland and having its registered office at One Park Place, Hatch Street, Dublin 2, Ireland (hereinafter called “Aviva”).

Please read these Terms & Conditions (“T&Cs”) carefully. These T&Cs explain how Aviva will conduct business with the Intermediary. These T&C constitute a legally binding agreement between Aviva and the Intermediary and will govern all business placed by the Intermediary through Aviva or any charges facilitated by Aviva to the Intermediary on or after the Date of Effect.

Aviva hereby appoints You, the Insurance Intermediary (the “Intermediary”) as its non-exclusive intermediary from the Date of Effect for the purpose of distributing and marketing the Insurance Policies to Clients in the Territory in accordance with these T&Cs and by submitting business to Aviva on or after the Date of Effect, the Intermediary accepts such appointment on the terms contained in these T&Cs.

SECTION 1 DEFINITIONS AND CONSTRUCTION

“Applicable Laws and Regulations” means all applicable laws and regulations including without limitation the European Union (Insurance Distribution) Regulations 2018, the Consumer Protection Code 2012, the Minimum Competency Code and Regulations 2017, the Fitness and Probity Standards 2014, the Investment Intermediaries Act 1995, the European Communities (Distance of Marketing Consumer Financial Services) Regulations 2005, the Non-Life Insurance (Provision of Information) (Renewal of Policy of Insurance) Regulations 2018, Data Protection Laws, the Consumer Credit Act 1995 and all laws applicable to credit intermediaries, the Road Traffic Act 1961 and any applicable regulations made thereunder, any applicable consumer protection laws, the Criminal Justice (Corruption Offences) Act 2018 and applicable laws in relation to Bribery and Corruption, applicable laws regarding the prevention of the criminal facilitation of tax evasion obligations and anti-money laundering obligations and all relevant codes, guidelines and requirements issued by a relevant competent regulatory or governmental authority from time to time or any codes of conduct issued by Insurance Ireland or similar body, each as may be amended from time to time;

“Aviva Brand” means any name, logo, trademark or other design or description identifiable with any company within the Aviva Group or any of its business partners;

“Aviva Group” means the group of companies including Aviva Insurance Ireland DAC for the time being the ultimate parent of which is Aviva plc (registered in England under number 2468686) or any parent undertaking thereof, or successor thereto, from time to time and Aviva Group Company means Aviva Insurance Ireland DAC or any company in the Aviva Group from time to time.

“Bribery and Corruption” include but are not limited to the acts of bribery and corruption set out in the Criminal Justice (Corruption Offences) Act 2018;

“Business Day” means a day on which Banks are open for business in the Territory;

“Brokers Ireland” means the representative body for insurance brokers;

“Central Bank” or “CBI” means the Central Bank of Ireland or any successor body of any nature with authority whether or not legally binding to require any of the Parties to comply with its directions from time to time;

“Change in Control” means in the context of i) a company, a change in holding company within the meaning of Section 7 of the Companies Act 2014 or ii) a partnership, a change in the majority of the partners; or iii) a sole trader, a change in the sole trader operating the Intermediary;

“Client” means a client of the Intermediary;

“Confidential Information” means any information and /or material relating to the business affairs, finances, systems and or methods of operation of the Party;

“Consumer Protection Code” means the Consumer Protection Code 2012 and any amendments or replacements which occur from time to time;

“Commission Arrangements” means the arrangements in place between the Intermediary and Aviva at the date of appointment of the Intermediary as may be modified from time to time by written notice of Aviva to the Intermediary;

The expressions **“Controller”**, **“Processor”**, **“Data Subject”**, **“Personal Data”**, **“Personal Data Breach”** and **“Supervisory Authority”** shall bear the meaning given to them in the GDPR and “Process” and cognate terms, in the context of Personal Data, shall be construed accordingly;

“Data Protection Laws” means any applicable laws concerning the protection of Personal Data or privacy to which the applicable party is subject, including: (i) the GDPR; (ii) the Data Protection Acts 1988 to 2018, and any other legislation which implements the GDPR; (iii) the European Communities (Electronic Communications Network and Services) (Privacy and Electronic Communications) Regulations 2011; (iv) any other legislation which implements the European Community’s Directive 2002/58/EC; and (v) any binding guidance and / or codes of practice issued by the Irish Data Protection Commission or the European Data Protection Board, in each case as amended, supplemented or re-stated from time to time;

“Date of Effect” means the next Business Day following the date on the covering letter sending these T&Cs to the Intermediary and where these T&Cs are amended the next Business Day following the date on the covering letter providing the amended T&Cs;

“GDPR” means the General Data Protection Regulation (EU) 2016/679;

“Good Industry Practice” means at any time the exercise of that degree of care, skill, diligence, competence and foresight which would be reasonably expected from a reputable intermediary similar to You.

“Aviva’s Property” means all certificates, discs, books, proposal and other forms, policy and renewal documents, cover notes, prospectuses, advertising material, show cards, books, stationery, official documents, computer software and materials of every other description furnished by Aviva for use by the Intermediary in connection with the business of Aviva during the term of this appointment;

“Insurance Policies” means policies of non-life insurance together with any endorsements thereto or renewals thereof, underwritten by Aviva for Clients resident in the Territory;

“Intermediary” means the intermediary to whom these T&Cs are issued by Aviva and reference to “Intermediary” as regards obligations falling on the intermediary under these T&Cs shall, unless otherwise inappropriate to the context, include an obligation on the intermediary to ensure corresponding compliance by the intermediary’s business and the Intermediary’s officers, agents, subcontractors, and employees in any relevant jurisdiction; and any reference to “You” shall be construed accordingly;

“Parties” means Aviva and the Intermediary, each a Party as appropriate;

“Separate Agreement” means any other agreement entered into between the Parties including without limitation any EDI agreement or Blive agreement;

“Services” means distributing and marketing the Insurance Policies to Clients resident in the Territory and performing the duties set out at Clause 4 herein;

“Territory” means the Republic of Ireland;

“T&Cs” means these terms and conditions as may be amended in writing by Aviva;

“Unsatisfactory Conduct” means conduct that would not be reasonably expected of a properly qualified and competent and prudent insurance intermediary carrying on the business of an insurance intermediary in the Territory.

Construction

References in these T&Cs to any statutory provision shall be deemed also to refer to any statutory modification, re-enactment or consolidation thereof or any statutory instrument, order or regulation made thereunder or under any such modification, re-enactment or consolidation.

Words denoting the male gender shall be deemed to include the female and neuter genders and words denoting the singular shall be deemed to include the plural where appropriate and vice versa.

Headings used in these T&Cs are for ease of reference only and shall not affect the interpretation of any provision hereof.

SECTION 2 APPOINTMENT OF INTERMEDIARY

Appointment

- 2.1.1 Aviva hereby appoints the Intermediary to be the non-exclusive insurance intermediary of Aviva for the purposes of providing the Services in accordance with the terms of these T&Cs.
- 2.1.2 Unless otherwise stated, the Intermediary shall act solely in the capacity of an insurance intermediary acting on behalf of, and as intermediary for, the Client.
- 2.1.3 Nothing in these T&Cs shall be deemed to constitute a partnership, association, joint venture or other co-operative enterprise between the Parties.
- 2.1.4 Nothing herein contained shall restrict Aviva from appointing other insurance intermediaries to provide services of a nature similar to the Services or prohibit the sale through alternative distribution channels by Aviva, of Insurance Policies save to the extent provided for in these T&Cs.
- 2.1.5 Neither these T&Cs nor any provision hereof shall detract from, limit or otherwise affect any duties, liabilities, obligations or responsibilities of the Parties under any Separate Agreement and in the event of any inconsistency between the terms of these T&Cs and the terms of any Separate Agreement, the terms of any such Separate Agreement shall prevail. Termination of these T&Cs shall not affect the validity of a Separate Agreement and termination of a Separate Agreement shall not affect the validity of these T&Cs.
- 2.1.6 Unless expressly authorised to do so under the terms of these T&Cs or any other written agreement between the Parties including without limitation any Separate Agreement and then only in strict accordance with the terms of that express written authority, the Intermediary is not empowered to and shall not:
- (a) give or renew cover for any risks on behalf of Aviva and the Intermediary must make it clear to Clients that the Insurance Policies will only be bound upon acceptance of their proposal by Aviva;
 - (b) alter, modify, waive or change in any way whatsoever the terms, rates of premium or conditions of the Insurance Policies without the prior written consent of Aviva;
 - (c) provide cover on behalf of Aviva or otherwise incur any liability on behalf of Aviva or bind Aviva by any statement written or oral and accordingly Aviva shall not be obliged to accept any proposal for insurance or renewal of any existing policy;
 - (d) endorse cheques, money orders, drafts, postal orders or other negotiable instruments made payable to Aviva;
 - (e) negotiate the settlement of any claim under an Insurance Policy nor admit liability nor agree quantum on behalf of Aviva in relation to any such claim.

SECTION 3 OBLIGATIONS OF THE PARTIES

3.1 Obligations of the Parties

- 3.1.1 In relation to the obligations of the Parties hereunder, the Parties shall each obtain and maintain all licences, permits, authorisations, registrations and approvals which are necessary for the conduct of their business in the Territory and shall at all times observe and comply with Applicable Laws and Regulations in the conduct of their respective businesses.
- 3.1.2 Neither of the Parties shall do or omit to do any act or thing which may prevent, impede or hinder the other in the discharge of its legal or regulatory obligations.
- 3.1.3 The Parties acknowledge that each Party will act as a separate and independent Controller in relation to Personal Data which they Process pursuant to these T&Cs. Each Party confirms that in the performance of their obligations under these T&Cs it will comply at all times with the Data Protection Laws.
- 3.1.4 Without prejudice to the generality of Clause 3.1.3 the Intermediary shall:
 - a) collect Personal Data fairly and lawfully in accordance with Data Protection Laws and ensure that the disclosure of Personal Data to Aviva or the disclosure of Personal Data by Aviva to the Intermediary's service providers (on the written request of the Intermediary), for the purposes of the Insurance Policies, is fair and lawful and will not otherwise breach the Data Protection Laws;
 - b) not act in any way in relation to the Personal Data which might reasonably damage the reputation or goodwill of Aviva;
 - c) notify Aviva immediately of any complaints the Intermediary receives from Clients or a Supervisory Authority in relation to Processing of Personal Data under these T&Cs; and
 - d) only disclose the Personal Data for one or more defined purposes which are consistent with the T&Cs (other than to comply with a requirement of applicable law to which it is subject); and
 - e) take all reasonable steps to provide a fair processing notice to those Data Subject(s) whose data are to be disclosed to Aviva under these T&Cs, informing them that their Personal Data will be disclosed to Aviva in accordance with these T&Cs. The Intermediary shall provide to Clients a copy of Aviva's Privacy Notice for Clients in the form that may be notified to the Intermediary from time to time. It is acknowledged by Aviva that the ability of the Intermediary to perform this obligation to inform Clients under this Clause 3.1.4(e) is dependent on Aviva supplying material which can be used to inform Clients whether this information is imbedded in the proposal forms or in other forms or not.
- 3.1.5 The Parties shall co-operate with each other to the extent reasonably required, in relation to:
 - 3.1.5.1 any Data Subject requests;
 - 3.1.5.2 any other communication from a Data Subject concerning the processing of their Personal Data; and
 - 3.1.5.3 any communication from a Supervisory Authority concerning the processing of Personal Data, or compliance with the Data Protection Laws; and
 - 3.1.5.4 enabling the other party to comply with its obligations under Data Protection Laws.
- 3.1.6 The Intermediary acknowledges that Aviva may hold Personal Data about you, the Intermediary.
 - 3.1.6.1 including personal information of director(s) and other officer(s), partners/principal, proprietor, employees, advisers, sub-agents, subcontractors of the Intermediary ("Intermediary Personal Data"), for the purposes of processing a request to set-up an agency account with Aviva (including associated due diligence and vetting processes), administering the agency account of the Intermediary (e.g. relationship management, reporting and security including preventing, detecting and/or investigating financial

crime, theft and fraud), administering the Insurance Policies, enabling Aviva to perform its obligations under these T&Cs, enforcing its rights under these T&Cs (or any Separate Agreement), assessing further agreements or relationships with the Intermediary, debt management and recovery, compliance with any legal obligations, regulatory codes/rules and the provision of online services to the Intermediary. Further information on how Aviva collects, uses and shares Intermediary Personal Data is contained in the Intermediary Data Protection Notice which is available on Aviva's website <https://www.aviva.ie/broker/generalinsurance/intermediary-data-protection-notice/> or on request.

- 3.1.6.2 You undertake to obtain all necessary consents or authorisations required to permit such use and disclosure of Intermediary Personal Data for the purposes set out in the Intermediary Data Protection Notice. You will provide appropriate fair processing notices to the Data Subjects whose Personal Data will be disclosed, informing them that their Personal Data will be disclosed to Aviva for the stated purposes including directing them to the Intermediary Data Protection Notice informing them that their Personal Data will be disclosed to Aviva for the stated purposes.

3.2 Confidential Information

Save for the purposes of consulting professional advisers, auditors and bankers and if and to the extent required in connection with any insurance, reinsurances or any other products or services provided by Aviva or as may be necessary for the performance of their respective obligations under these T&Cs or any other Separate Agreement, each of the Parties agrees to keep confidential, protect and not disclose to any third party all and any Confidential Information, technical data and trade secrets of the other party including information concerning a Client (save as is required for the performance of its respective obligations under these T&Cs or any other Separate Agreement) together with any information which may have been obtained by Aviva in the exercise of its rights under these T&Cs or any other agreement between the Parties and each of the Parties shall further use reasonable care to prevent such disclosure by any of its past and present employees, agents and representatives with the exception of any information which is publicly available or becomes publicly available otherwise than as a result of a breach of this provision or any other confidentiality agreement relating to any of the matters referred to in these T&Cs or any other agreement between the Parties and shall not use or disclose such information except with the prior written consent of the other party or as required by law or in accordance with the order of a court or tribunal of competent jurisdiction.

Where either Party is required to disclose information relating to the other Party by law, by any competent regulatory or governmental authority, or in accordance with the order of a court or tribunal of competent jurisdiction, the Party upon whom such requirement is imposed shall consult, so far it is lawful to do so prior to such disclosure, with the other Party with a view to providing the opportunity for the other Party to contest such disclosure or otherwise to agree the timing and content of such disclosure. In any event, the Party making such disclosure shall notify the other Party immediately of the obligation of disclosure to the other Party.

The provisions of this Clause 3.2 shall continue without limit in point of time and shall not terminate upon the termination of this appointment.

SECTION 4 DUTIES OF INTERMEDIARY

4.1 Processing of Client Information

- 4.1.1 The Intermediary shall use its best endeavours to:
- (a) ensure that all questions on proposal forms in connection with Insurance Policies are completed clearly accurately and fully by the Client;
 - (b) forward all proposals to Aviva as soon as received by the Intermediary and in accordance with any arrangements advised to the Intermediary by Aviva from time to time;
 - (c) promptly seek from the Client any further information required by Aviva in order to confirm the acceptability of the proposal to Aviva;
 - (d) notify Aviva immediately upon being notified of any claim or any possible claim under any Insurance Policy and assist Aviva in responding to a claim in accordance with any arrangements advised to the Intermediary by Aviva from time to time; and
 - (e) notify Aviva immediately of any other relevant correspondence received from a Client or other party in relation to an Insurance Policy and assist Aviva in responding to that correspondence.
- 4.1.2 If the Intermediary becomes aware that any material information provided by either the Intermediary or the Client was or has become untrue, misleading, the Intermediary shall immediately inform Aviva providing full written details.
- 4.1.3 By submitting instructions in relation to an application or a policy to Aviva the Intermediary warrants to Aviva that the Client has authorised the Intermediary to so instruct Aviva.

4.2 Handling of Funds

- 4.2.1 The Intermediary shall adopt best practice and comply in every respect at all times with Applicable Laws and Regulations as regards the receipt, acknowledgement, handling, safekeeping, banking, accounting, documenting, recording, transfer and rebating, and management generally of all premiums and funds held by them whether or not in a fiduciary capacity on behalf of Aviva or the Client. In particular, and without prejudice to the generality of the foregoing, where the Intermediary handles premium rebates due to a Client, it does so as agent of Aviva.
- 4.2.2 The Parties agree that monies paid by Aviva to the Intermediary for a Client shall not be taken to have been paid to the Client until the Client has actually received the monies, or with the consent of the Client, converted to the use of the Client by the Intermediary.

4.3 Motor Insurance Certificates and Discs

- 4.3.1 Where Insurance Policies relate to the provision or renewal of motor insurance by Aviva to the Client, all policies and documents relating to such provision or renewal, including motor insurance certificates/discs, will be provided to the Client by the Intermediary in accordance with Applicable Laws and Regulations and any procedures that might be laid down by Aviva and advised in writing to the Intermediary in that regard.
- 4.3.2 The Intermediary shall be responsible for ensuring that all motor certificates and discs shall be kept in a safe and secure location and shall not be accessible to the public, and shall not be released to any Client until payment, or adequate arrangements for payment in respect of the premium for such Insurance Policy, have been secured by the Intermediary to the satisfaction of Aviva.

4.4 Premium Outstanding

- 4.4.1 Where any premium or any instalment thereof is outstanding from a Client in relation to a proposal or renewal for an Insurance Policy, Aviva may withhold the provision of cover to that Client or cancel that Insurance Policy in the context of a renewal, and the Intermediary shall withhold any policy documentation from such Client pending payment of such outstanding premium or instalment.
- 4.4.2 Endorsements, motor certificates/discs and documents evidencing renewal of Insurance Policies for which premiums have not been paid by the Client must be returned to Aviva immediately.

4.5 Credit Terms

- 4.5.1 The following conditions apply in respect of a credit agency granted to the Intermediary by Aviva:
- (a) the Intermediary is responsible for all monies received by it /him/her from either the Clients or Aviva relating to the Insurance Policies and these monies must be held in a strictly segregated client trust account, separate from the funds of the Intermediary's other business, and shall not be subject to any charge, set-off or lien;
 - (b) It is the responsibility of the Intermediary to ensure all premiums are paid over to Aviva within the specified credit terms for the Intermediary, in accordance with the arrangements advised to the Intermediary by Aviva as may be varied by Aviva from time to time and settlement of these premiums are received by Aviva by the 25th day of the month;
 - (c) The Intermediary must notify Aviva immediately if they do not obtain payment of the premium from the insured within the specified credit terms, failing which the Intermediary will be held responsible for immediate payment of the premium to Aviva. On receipt of such notification, Aviva will only agree to remain on cover if the intermediary accepts responsibility for the payment of premium in writing;
 - (d) All statement or documentation queries should be referred (in detail) to Aviva as soon as they are identified and before the premiums become due for settlement;
 - (e) Any extension of credit facilities to a policyholder or use of credit facilities outside Aviva's arrangements with the Intermediary, is entirely at the Intermediary's own risk and is not an acceptable reason for a premium not to be paid within Aviva's credit terms;
 - (f) any policy or endorsement or certificate of insurance not taken up or renewal notice due and unpaid must be returned to Aviva at once. If the aforesaid items are not returned and Aviva is not specifically notified in writing that the relevant policy has not been renewed or taken up, Aviva may regard itself as providing cover in which case Aviva will be indemnified by the Intermediary in respect of the relevant premium for such cover;
 - (g) at Aviva's request an Intermediary will be responsible for collecting a provisional premium from a Client where insurance cover has been effected pending completion of negotiations and issue of documentation;
 - (h) the Intermediary shall comply with all Applicable Laws and Regulations in handling monies related to the Insurance Policies.
- 4.5.2 Any credit arrangements (including but not limited to premium financing arrangements) other than those granted by Aviva to the Client or those described above shall be at the risk of the Intermediary and its Client, and not Aviva.

4.6 Notification of Information to Aviva

The Intermediary shall notify Aviva as soon as reasonably practicable:

- 4.6.1 of any change in the business address, telephone or fax number, email address or other contact details of the Intermediary;
- 4.6.2 of any change in the ownership, partners, directors or control of the Intermediary or any change in its capital structure or any substantial disposal or diminution in the assets of the Intermediary; or any substantial change in the management team of the Intermediary;
- 4.6.3 if any intermediary appointment the Intermediary holds with any other insurer is terminated;
- 4.6.4 if the Intermediary is in breach of any of its obligations under any provision of these T&Cs;

- 4.6.5 if the Intermediary's licence, permit, authorisation, registration or approval which is necessary for the conduct of its business in the Territory is revoked or notice is received of an intention to revoke, or the Intermediary otherwise ceases to be authorised to carry on the business of an insurance intermediary in the Territory.
- 4.6.6 if the Intermediary or any owner, director, partner, manager or employee of the Intermediary is sanctioned as the result of disciplinary action instituted by any professional or other similar body or any relevant competent regulatory or governmental authority imputing dishonesty or is convicted of any criminal offence (other than any traffic related offences).
- 4.6.7 if the Intermediary, being an individual, is adjudicated bankrupt, or being a company, goes into liquidation or enters into a composition or arrangement with its creditors or has a receiver appointed over all or any part of its assets or has an examiner appointed, or being a partnership is dissolved.
- 4.6.8 If the Intermediary becomes aware of any actual or pending material compliance investigation by the Central Bank or other regulatory authority into any matter in which the Intermediary is involved, or of any actual or pending disciplinary action by the Central Bank or other regulatory or governmental authority.
- 4.6.9 Any breach notifiable to the Central Bank by the Intermediary of Applicable Laws or Regulations or any other provision of these T&Cs.
- 4.6.10 Any matter arising during the term of this appointment which would or might influence a prudent insurance undertaking in considering the continuance of this appointment or which may affect the Intermediary's ability to carry out its obligations under these T&Cs.

4.7 Disclosure of Information

- 4.7.1 The Intermediary shall comply with all relevant regulatory, fiduciary and legal requirements regarding transparency and the disclosure of information to the Client in accordance with Applicable Laws and Regulations.
- 4.7.2 Where the Intermediary is required by Applicable Law or Regulation, or requested to disclose information relating to Aviva to any competent regulatory or governmental authority, or in accordance with the order of a court or tribunal of competent jurisdiction, the Intermediary shall, unless it is unlawful to do so, consult with Aviva prior to making such disclosure with a view to providing the opportunity for Aviva to contest such disclosure or otherwise to agree the timing and content of such disclosure. In any event, the Intermediary shall unless it is unlawful to do so, notify Aviva immediately of such disclosure required under this Clause 4.7.2.

SECTION 5 OBLIGATIONS OF INTERMEDIARY

Compliance with Laws and Regulations

- 5.1.1 The Intermediary shall, in the provision of the Services and the performance of its obligations and duties under these T&Cs, at all times comply with Applicable Laws and Regulations. In particular and without limitation, the Intermediary shall comply with all applicable financial crime requirements such as anti-money laundering requirements, anti bribery & corruption, facilitation of tax evasion as well as Data Protection Laws, the Consumer Protection Code, the European Union (Insurance Distribution) Regulations 2018, the Minimum Competency Code and Regulations 2017, the Fitness and Probity Standards and all obligations imposed on insurance intermediaries operating in the Territory.
- 5.1.2 The Intermediary shall ensure that all applicable requirements of the Consumer Protection Code and all other applicable consumer protection requirements in the Territory, including without limitation, the Consumer Protection Act 2007, the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 and the Non-Life Insurance (Provision of Information)(Renewal of Policy of Insurance) Regulations 2018 are satisfied in relation to the Insurance Policies and that the Clients have been provided with all required information and documents as described in those aforementioned requirements.
- 5.1.3 Without limitation on the obligations of the Intermediary as regards Applicable Laws and Regulations, to the extent that any applicable Bribery & Corruption and the prevention of tax evasion obligations apply to the Intermediary in providing regulated services to Clients and introducing business to Aviva, the Intermediary warrants and represents that the Intermediary is compliant and will remain compliant with such Bribery & Corruption and the prevention of tax evasion obligations and that the Intermediary will have in place adequate and effective procedures and regularly audit and monitor such procedures to prevent a breach of any such compliance and report promptly to Aviva in writing any breaches of such compliance (including where there is a suspicion of a breach or an allegation of a breach) which are or may be relevant to these T&Cs.
- 5.1.4 The Intermediary shall do all things necessary to assist Aviva to comply with its obligations under all Applicable Laws and Regulations.
- 5.1.5 The Intermediary similarly undertakes that it will not, through its acts or omissions, render Aviva in breach of its regulatory obligations under Applicable Laws and Regulations.
- 5.1.6 The Intermediary shall procure that all its employees, directors, officers and agents will comply with these T&Cs.

5.2 Competence Requirements, Expertise and Skill

- 5.2.1 The Intermediary will ensure that its employees who are involved in insurance distribution activities shall possess appropriate knowledge and ability necessary to complete their tasks and perform their duties adequately. The Intermediary will ensure the good reputation of those employees who are directly involved in insurance distribution. The Intermediary will ensure that appropriate checks have been conducted as required by Applicable Laws and Regulations. The Intermediary will on request from Aviva certify appropriate controls are in place to ensure the good reputation of its employees.
- 5.2.2 The Intermediary acknowledges that Aviva is reliant on the skill and experience of the Intermediary in the performance of its duties under these T&Cs. The Intermediary warrants that it shall in the performance of those duties, exercise the skill, care and diligence to be expected of a properly qualified and competent and prudent insurance intermediary experienced in carrying out work of a similar size, scope and purpose to the duties being carried out by the Intermediary under these T&Cs.
- 5.2.3 The Intermediary shall be responsible for providing properly trained and competent staff necessary or appropriate to perform its and their respective duties under these T&Cs and in particular is responsible for ensuring all relevant staff meet the requirements of the Minimum Competency Code and Regulations 2017 and Fitness and Probity Standards 2014 as required and directed by the Central Bank.

5.3 Use of Documents

- 5.3.1 In providing the Services, the Intermediary will use in connection with the Insurance Policies, only such documentation (including quotations and illustrations) as are accurate and consistent with the terms and conditions attaching to such Insurance Policies provided always that Aviva shall be responsible for the accuracy and consistency of such documentation provided by Aviva.
- 5.3.2 Unless the written authority of Aviva shall have first been obtained, the Intermediary shall not utilise any book, newspaper, publication or other media for advertisements in any way relating to Aviva or bearing the trade mark or trade name of Aviva or any of its products.
- 5.3.3 The Intermediary will not use any documents which would bring into disrepute, the name or goodwill attaching to Aviva or any of the Insurance Policies provided always that the Intermediary shall not by these T&Cs, be restricted in any way from furnishing best advice to its Clients and pursuing its business as an insurance intermediary.

5.4 Maintenance of Service Standards

The Intermediary shall use its best endeavours in providing the Services and carrying out the other duties of the Intermediary under these T&Cs, to meet the reasonable service levels expected of a properly qualified, competent, prudent and registered insurance intermediary operating in the Territory. The Intermediary shall permit Aviva access to its business premises, books and records upon reasonable notice during business hours for the purpose of assessing compliance with such service levels.

5.5 Professional Indemnity Cover/Disaster Recovery

- 5.5.1 Without prejudice to its other obligations and liabilities under these T&Cs, the Intermediary shall maintain professional indemnity cover with an insurer whose identity, policy wording and other terms has been notified to Aviva, and without any unusually onerous conditions and with a level of indemnity of not less than the amounts specified in Applicable Laws and Regulations, in relation to each such type of liability. The insurance shall cover acts or omissions arising out of the performance by the Intermediary of its obligations under these T&Cs. The terms of such insurance shall be reviewed from time to time and may be amended at the reasonable request of Aviva and in any event to comply with Applicable Laws and Regulations.
- 5.5.2 The Intermediary shall produce to Aviva upon written request, satisfactory evidence of the insurance arrangements referred to above within 5 Business Days of receiving such a request.
- 5.5.3 The Intermediary will notify Aviva of any material change in the provisions of its professional indemnity insurance.
- 5.5.4 The Intermediary shall notify Aviva in writing immediately if it contemplates ceasing, or ceases, for any reason, to maintain the said insurance on its then current terms.
- 5.5.5 On termination of this appointment for whatever reason, the Intermediary will ensure that run off professional indemnity insurance cover is maintained in place during the continuation of these T&Cs and for a minimum period of 6 years thereafter, and at all times such insurance will comply with the minimum requirements as required by Applicable Laws and Regulations.
- 5.5.6 The Intermediary shall maintain an appropriate disaster recovery plan for the prompt and efficient handling of any occurrence which would impair its ability to perform the Services and any obligations required of it in compliance with Applicable Laws and Regulations.

5.6 Access to Records, Audits and Reviews

- 5.6.1 The Intermediary shall maintain proper records in relation to the Services and shall at all times during its appointment pursuant to these T&Cs, afford to Aviva, its internal and external auditors and other professional advisers, and to all relevant competent regulatory or governmental authorities. The Intermediary agrees on reasonable written notice, access to its computer databases, computer records, computer software, microfiche and any other means of storing information including books, documents and records to the extent that the same relate to the subject matter of these T&Cs and shall permit them to take and remove copies of the records. In addition, the Intermediary shall furnish them with such information with regard thereto as Aviva may reasonably require in such form and in such manner as Aviva may reasonably specify (including on computer disk or by magnetic, optical or other media) for checking the performance of the Services, the accuracy of any amount due to Aviva in relation to any Insurance Policies, or for administrative, claims or statistical purposes.
- 5.6.2 The Intermediary shall comply with any request for information or records relating to the Services or the Insurance Policies received by either of the Parties from the Central Bank of Ireland or any other relevant regulatory or governmental authority.
- 5.6.3 If any time after this appointment has terminated the Intermediary wishes to destroy the said records, the Intermediary will contact Aviva and arrange to transfer such records to the ownership of Aviva.
- 5.6.4 The Intermediary shall permit Aviva, the other parties referred to in Clause 5.6.1 above and the Central Bank of Ireland and any other relevant regulatory or governmental authority, on reasonable written notice, such access to its premises as may be necessary for the purposes of Clauses 5.6.1 and 5.6.2 above. If Aviva is not satisfied at any time with any inspection of any books, documents or records pursuant to Clause 5.6.1 above, it may at its own expense procure an audit (whether financial, underwriting or other) of such computer records, books, documents and records and the Intermediary shall promptly take such steps as may be reasonably necessary to remedy any defects highlighted by such audit.
- 5.6.5 The Intermediary shall give Aviva's internal auditors and external auditors such information and explanations as they reasonably consider necessary for the performance of their duties as auditors.
- 5.6.6 The Intermediary shall comply with Applicable Laws and Regulations as regards the maintenance of records and the granting of access to such records.

5.7 Consequences of Unsatisfactory Conduct by Intermediary

- 5.7.1 In the event of Unsatisfactory Conduct by the Intermediary in the performance of its duties under these T&Cs, Aviva reserves the right to do any of the matters described in Sections 5.7.2.1 to 5.7.2.4 below. Prior to the exercise of Aviva's rights hereunder, and subject to fair and due process, Aviva will use the Dispute Resolution process set out in clause 15 except if, in Aviva's opinion such Unsatisfactory Conduct requires notification to the Central Bank of Ireland.
- 5.7.2 Aviva reserves the right:
 - 5.7.2.1 To withhold despatch of further documentation in connection with Insurance Policies including without limitation renewal papers and cover notes;
 - 5.7.2.2 To communicate directly with holders of Insurance Policies or Clients in respect of matters relating to Insurance Policies on whose behalf the Intermediary has been dealing with Aviva;
 - 5.7.2.3 To take any available remedy to protect the interests of the holders of Insurance Policies or Clients;
 - 5.7.2.4 To take any available remedy for the recovery of any monies payable and documents due to Aviva or a Client in connection with any Insurance Policy or under the terms of these T&Cs.

5.8 Complaints and Errors

- 5.8.1 The Intermediary shall provide Clients and potential Clients with the Intermediary's complaints procedure to include, without limitation, making Clients and potential Clients aware of the complaints process in relation to: -
- (a) Any complaint the Client or potential Client may have in relation to their interaction with the Intermediary.
 - (b) Any complaint the Client or potential Client may have in relation to their Insurance Policy.
- The Intermediary's complaints procedure will be in line with the Consumer Protection Code requirements.
- 5.8.2 The Intermediary shall notify to Aviva, all complaints a Client or potential Client may have in relation to the Insurance Policy within 2 Business Days of receipt thereof.
- 5.8.3 Errors must be corrected speedily efficiently and fairly including restitution to affected Clients/ complainants. Effective controls must be implemented to prevent any recurrence of identified errors. The Intermediary shall deal with, manage and resolve all Errors, Financial and Non-Financial Errors in compliance with Chapter 10 of the Consumer Protection Code.

SECTION 6 DUTIES OF AVIVA

6.1 Payment of Commission

- 6.1.1 The Intermediary shall be entitled to receive commission from Aviva in respect of a particular Insurance Policy on the following conditions:
- (a) the appointment as an Intermediary was in force at the time the Insurance Policy was effected or bound;
 - (b) the business was introduced by the Intermediary and the Intermediary continues to act for the Client;
 - (c) Aviva has received the total premium for the Insurance Policy.
- 6.1.2 Commission shall be payable to the Intermediary in accordance with the Commission Arrangements. Aviva reserves the right to vary the Commission Arrangements or other remuneration arrangements generally.
- 6.1.3 Commission payable to the Intermediary by Aviva in respect of any class of insurance business may be subject to set-off against any monies due to Aviva from the Intermediary.
- 6.1.4 Commission is payable to the Intermediary on premiums after deductions of discounts, bonuses, allowances, levies and rebates. The Intermediary is not entitled to receive commission on any instalment surcharge applied to the premium under the terms of any instalment agreement produced by Aviva.
- 6.1.5 Commission shall not be payable on the business initiated by the Intermediary:
- (a) following termination of the appointment of the Intermediary in accordance with these T&Cs;
 - (b) where, at the direction of the Client, the Intermediary is no longer the intermediary for the Client in respect of that Insurance Policy;
 - (c) in the event of the Intermediary becoming bankrupt, insolvent, going into liquidation or entering into a composition with any creditors, or having a receiver or examiner appointed;
 - (d) if the Intermediary is in breach of any of its obligations under these T&Cs and has not remedied that breach to the satisfaction of Aviva within 28 Business Days of that breach having occurred.

- 6.1.6 The payment of Commission shall constitute the entire remuneration of the Intermediary for providing the Services and for the avoidance of doubt, the Intermediary shall not be entitled to additional remuneration in respect of any expenses or outlays incurred by the Intermediary in connection with or pursuant to the terms of these T&Cs. The Parties agree that all remuneration for the Services should be reasonable and compliant with Applicable Laws and Regulations.
- 6.1.7 Where Applicable Laws and Regulations specify how Commission Arrangements/ remuneration must be paid or facilitated, Aviva reserves the right to vary or amend Commission Arrangements by notice to the Intermediary to ensure such arrangements do not conflict with Applicable Laws and Regulations.

6.2 Supply of Documents

Aviva shall as it considers reasonable and appropriate to its role as underwriter of the Insurance Policies-

- 6.2.1 at its own expense, supply the Intermediary with or make available to the Intermediary relevant and reasonable information and documentation relating to Aviva and the Insurance Policies to enable the Intermediary to properly provide the Services and carry out its obligations under these T&Cs and Applicable Laws and Regulations;
- 6.2.2 at its own expense, supply the Intermediary with such amounts of catalogues, pamphlets and other advertising or marketing material as Aviva considers necessary to enable the Intermediary to provide the Services and carry out its obligations under these T&Cs.

6.3 Response to Information Requests

Aviva shall, unless it determines that it is inappropriate to do so by reason of any conflict with Applicable Laws and Regulations, client confidentiality, market practice or otherwise, use its best endeavours to: -

- 6.3.1 reply promptly to any reasonable requests for information in relation to the Insurance Policies from the Intermediary;
- 6.3.2 deal promptly with any proposals, correspondence and claims in relation to the Insurance Policies, submitted to it by the Intermediary and shall communicate its decision on any proposal or claim to the Intermediary as soon as practicable after such decision has been made;
- 6.3.3 deal promptly with any requests or enquiries from the Intermediary relating to the Insurance Policies and use its best endeavours fully to support the Intermediary in the conduct of its business for the purpose of fulfilling its obligations under these T&Cs.

6.4 Notification of Information

Aviva shall notify the Intermediary of the following as soon as reasonably practicable:

- 6.4.1 of any change in the business address, telephone or fax number, e-mail address or other contact details of Aviva;
- 6.4.2 if Aviva's authorisation as an insurance undertaking is revoked or notice is received of an intention to revoke or if Aviva otherwise ceases to be authorised to conduct non-life insurance in the Territory;
- 6.4.3 if Aviva enters into liquidation or enters into a composition or arrangement with its creditors or has a receiver appointed over all or any part of its assets or has an examiner appointed, or being a partnership is dissolved.

SECTION 7.0 CLIENT INSTRUCTIONS

7.1 Client Instructions

If any Client instructs Aviva in writing that they desire some other person to be regarded as intermediary in relation to an Insurance Policy, then Aviva shall forthwith notify the Intermediary and thereafter, Aviva shall be released and discharged from any of its obligations under these T&Cs and any other agreement between the Parties in so far as that Client is concerned, save only to pay commissions due to the Intermediary in respect of Insurance Policies issued by Aviva prior to the date of such instruction from the Client.

SECTION 8.0 PROPERTY OF AVIVA

8.1 Property of Aviva

Aviva's Property shall remain the sole property of Aviva and shall be held by the Intermediary at the absolute disposal of Aviva at all times and in all circumstances.

SECTION 9.0 INTELLECTUAL PROPERTY

9.1 Intellectual Property

The Intermediary shall not use the name, logo, marketing device or other trade-mark licensed to or owned by Aviva without the express permission of Aviva, nor shall any intellectual property rights in the same be transferred to the Intermediary as a result of these T&Cs. All intellectual property rights in Aviva's Property remain with and vest in Aviva.

SECTION 10 TERM AND TERMINATION

10.1 Term

These T&Cs shall have immediate effect from the Date of Effect and shall continue until terminated in accordance with the provisions of this Clause 10.

10.2 Termination by Notice

This appointment may be terminated by either of the Parties at any time by one month's prior written notice sent to the last known address of the other Party.

10.3 Termination Events

This appointment shall terminate forthwith if:

- (a) the Intermediary is in breach of any of the provisions of these T&Cs (and that includes, without limitation any breach of Applicable Laws and Regulations) which breach has been brought to the attention of the Intermediary by notice in writing from Aviva, and the Intermediary has not remedied such breach to the satisfaction of Aviva (if such breach is capable of remedy) within 28 Business Days of the date of the said notice (or such longer period if any as Aviva may in its absolute discretion specify) or
- (b) the Intermediary's licence, permit, authorisation, registration or approval which are necessary for the conduct of its business in the Territory is revoked or notice is received of an intention to revoke, or the Intermediary otherwise ceases to be authorised to conduct the business of an insurance intermediary in the Territory; or
- (c) the Intermediary, being an individual, dies or is adjudicated bankrupt, or being a company, becomes insolvent or enters into liquidation or enters into a composition or arrangement with its creditors or has a receiver appointed over all or any part of its assets or has an examiner appointed, or being a partnership is dissolved; or

- (d) there is a Change in Control in the ownership of the Intermediary or there is a substantial change in the management team of the Intermediary or a substantial disposal or diminution in the assets of the Intermediary and the expiry of 21 days from the date of these changes without Aviva having consented to the continued validity of the appointment [notwithstanding the change in ownership / control or assets]; or
- (e) any event occurs or is likely to occur, or any act or omission of any party results in or is likely to result in potential or actual damage to the reputation of Aviva or any of its affiliates; or
- (f) if either Party is requested by the Central Bank or any competent regulatory or governmental authority in writing, to terminate this appointment; or
- (g) If, as a result of a change to or introduction of Applicable Laws and Regulations (including for the avoidance of doubt, a finding or direction of the Central Bank or any competent regulatory or governmental authority), or any interpretation of Applicable Laws and Regulations, the performance of this Agreement would be unlawful.

SECTION 11.0 CONSEQUENCES OF TERMINATION

11.1 Consequences of Termination

On termination of this appointment:

- (a) the Intermediary shall immediately cease to be authorised to provide the Services or act as an insurance intermediary in respect of the Insurance Policies or on behalf of Aviva in any manner and shall immediately:
 - (i) pay to Aviva all monies properly due to Aviva;
 - (ii) return Aviva's Property to Aviva;
 - (iii) cease to use any Aviva Brand in any marketing material or any communications;
 - (iv) cease to use such documents and software which it had used in connection with the provision of the Services and shall not retain any copies thereof.
- (b) Aviva may make alternative arrangements in the interests of Clients for the future conduct of any business in relation to Insurance Policies at the time of termination and the Intermediary shall provide all reasonable assistance and co-operation required to effect such alternative arrangements.
- (c) the Intermediary shall have no claim against Aviva for commission accruing in respect of Insurance Policies issued or renewed after the date of termination nor shall the Intermediary have a claim for any loss of goodwill.
- (d) Aviva shall as soon as practicable, pay all commissions then due and payable to the Intermediary.
- (e) the following provisions shall continue in full force and effect without limit in point of time: Clauses 2.1.4, 2.1.5, 3.1.2, 3.1.3, 3.1.4, 3.1.5, 3.1.6, 3.1.7, 5.1.4, 5.6.2, 8.1, 9.1, 11, 12.1 and 18.1.

11.2 The termination of this appointment shall be without prejudice to the rights or remedies of either Party accrued prior to such termination and shall not affect or relieve the Intermediary or Aviva from any prior obligations imposed upon either of them by the terms of these T&CS including without limitation those imposed on the Intermediary pursuant to Clause 5.6.3 herein.

11.3 Both Parties agree that they do not regard this appointment or the provision of the Services as constituting a "relevant transfer" for the purposes of the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003, SI 131 of 2003 (the "Regulations"). Accordingly, if an employee of the Intermediary or a contract of employment between the Intermediary or any other person previously engaged

in providing to the Intermediary like services as those contemplated in whole or part by these T&Cs (“the Intermediary Personnel”) asserts or establishes that his or her employment or any claim, right or liability in connection with his or her employment or the termination of his or her employment has transferred to Aviva pursuant to the Regulations at any time arising from or in connection with the provision of the Services or the termination of this Intermediary appointment or the termination or expiration of the Services, then: and any person has effect as if originally made between Aviva and such person as a result of the Regulations, or if any claim is made to such effect, then:

- (a) Aviva shall as soon as reasonably practicable, following its becoming aware of the same, notify the Intermediary (or such other person) who shall be afforded an opportunity to re-engage any such employee and consult with Aviva as to how such employee is to be dealt with;
- (b) notwithstanding sub-Clause 11.3 (a) above, Aviva may within 3 months of becoming aware of the application of the Regulations to any such employment contract, terminate such contract;
- (c) the Intermediary shall indemnify and keep Aviva indemnified at all times from and against all costs, claims, liabilities, expenses and incidental costs (on a full indemnity basis) reasonably incurred by Aviva arising out of the employment of or the termination of employment of such Intermediary Personnel in respect of the period of employment of any such employee up to the date of such termination and against all and any costs, expenses or damages incurred by Aviva in contesting any claim; and in respect of the period of employment of any such employee up to the date of such termination and;
- (d) if any person brings a claim against Aviva arising out of or in connection with the transfer or termination of that person’s employment in connection with this appointment, the Intermediary shall give to Aviva all information which it may reasonably require that is relevant to such a claim as soon as practicable after a request is made and shall render to Aviva such assistance and co-operation as it shall reasonably require in contesting, settling or dealing with any such claim.

SECTION 12.0 NOTIFICATION AND PUBLICATION OF TERMINATION

12.1 Notification and Publication of Termination

On termination of this appointment, the Intermediary shall, to the extent required by Applicable Laws and Regulations, ensure the publication in one or more of the national newspapers circulating in the Territory, of a notice to the effect that its written appointment as an insurance intermediary of Aviva has been discontinued, within 14 days of being informed of the termination of this appointment, and the Intermediary hereby acknowledges that if it fails to publish such a notice, Aviva shall, to the extent and within the timeline required by Applicable Laws and Regulations, publish a similar notice.

SECTION 13.0 NOTICES

13.1 Notices

- 13.1 Any notice or other communication given or made under these T&Cs shall be in writing and in English and signed by or on behalf of the Party giving it and shall be served by hand, delivering it or sending it by registered post, fax or e-mail to the address and for the attention of the relevant party set out in this Clause 13 (or as otherwise notified by that party hereunder). Any such notice shall be deemed to have been received:
 - (a) if hand delivered or sent by registered post, at the time of delivery; and
 - (b) in the case of fax or e-mail, at the time of transmission, provided that if deemed receipt occurs before 9.00 a.m. on a Business Day, the notice shall be deemed to have been received by 9.00 a.m. on that day, and if deemed receipt occurs after 5.00p.m. on a Business day, or on any day which is not a Business Day, the notice shall be deemed to have been received at 9.00 a.m. on the next Business Day.

13.1.2 The addresses and fax numbers of the Parties for the purposes of this Clause 13 are:

- (a) where the Intermediary has not previously entered into an arrangement with Aviva, the addresses and fax numbers of the Parties as notified in writing by one Party to the other Party; or
- (b) where the Intermediary has an existing arrangement with Aviva, the addresses and fax numbers of the Parties previously notified by the Parties in accordance with that existing arrangement.

SECTION 14.0 ASSIGNMENT /SUB-CONTRACTING

14.1 Sub-Contracting

The Intermediary shall not subcontract, transfer, or delegate any of its duties or obligations under these T&Cs or any part thereof or transfer or assign any of its rights under these T&Cs to any third party without the prior written consent of Aviva. The Intermediary shall not appoint or attempt to appoint a sub-intermediary in respect of any of its rights or duties under these T&Cs without the express written consent of Aviva.

14.2 Aviva shall have the right to assign, transfer or novate these T&Cs to any member of the Aviva Group without the prior consent of the Intermediary. This shall not be deemed a termination event within the meaning of clause 10.

SECTION 15.0 DISPUTE RESOLUTION

15.1 Dispute Resolution

Aviva and the Intermediary shall use all reasonable efforts to negotiate in good faith and settle amicably, any question, dispute or difference that may arise out of or relate to the interpretation or implementation of these T&Cs or any breach thereof. Neither of the Parties shall attempt to commence any court proceedings in relation to any dispute arising out of these T&Cs until they have attempted to resolve the dispute amicably.

SECTION 16.0 ENTIRE AGREEMENT

16.1 Entire Agreement

Without prejudice to the terms of any Separate Agreement, these T&Cs constitute the entire agreement and understanding of the Parties relating to the subject matter of these T&Cs and supersedes and replaces any previous terms and conditions or agreement previously entered into between the Parties relating to the subject matter hereof.

SECTION 17.0 WAIVER

17.1 Waiver

No waiver by Aviva of any breach by the Intermediary of any of the terms of these T&Cs shall be construed as a waiver of any subsequent breach.

SECTION 18.0 INDEMNITY

18.1 Indemnity

The Intermediary hereby indemnifies Aviva and holds it harmless from and against all liabilities, damages, claims, taxes, costs and expenses, including, without limitation, legal fees incurred by Aviva arising out of any breach by the Intermediary or any of its officers, directors, employees or permitted sub-agents or sub-contractors, of its and their obligations under these T&Cs provided always that Aviva shall not be indemnified from any liability resulting from negligence, wilful default or fraud on the part of Aviva. Any indemnity expressly given to Aviva in these T&Cs shall be in addition to, and without prejudice to, any indemnity permitted by law.

SECTION 19.0 SEVERABILITY

19.1 Severability

In the event that any one or more of the provisions contained in these T&Cs shall be deemed to be invalid or unenforceable, the validity and enforceability of the remaining provisions contained herein shall not in any way be affected and the T&Cs shall apply as if the invalid and/or unenforceable provisions had not been included.

SECTION 20.0 FORCE MAJEURE

20.1 Force Majeure

Neither of the Parties shall be held to be in breach of these T&Cs to the extent that its due performance of its obligations is prevented or delayed by reason of act of God, war and other hostilities, civil commotion, accident, strikes, lock-outs, trade disputes, decrees, acts or restraints of governments, restrictions of imports or exports or any other cause not within the control of that party. In such a case the said Party shall forthwith notify the other Party of its inability to perform or of the delay in the performance of its obligations hereunder and the Parties shall where the same is practicable use every reasonable endeavour to eliminate or minimise the impact and to comply with their respective obligations herein contained as nearly as may be in their original form. Where such inability or delay persists to the extent that it is, in the reasonable opinion of the other Party, having a material adverse effect upon the purposes of these T&Cs, then that other Party shall be entitled to terminate this appointment by giving to the one party 7 Business Days written notice. This clause provides a procedure in addition to the rights of termination provided in Clause 10 above and with the exception of the provisions on termination for irremediable breach does not limit the rights of termination referred to in that clause.

SECTION 21.0 GOVERNING LAW AND JURISDICTION

21.1 Governing Law and Jurisdiction

These T&Cs shall be interpreted, construed and governed by Irish law and the Parties shall submit to the exclusive jurisdiction of the Irish Courts.

SECTION 22.0 AMENDMENT

22.1 Amendment

Aviva reserves the right by 28 Business Days' notice in writing (or as regards amendments required in the reasonable opinion of Aviva by Applicable Laws and Regulations such shorter period of notice required for compliance with Applicable Laws and Regulations) to the Intermediary to unilaterally amend these T&Cs with effect from the expiry of such notice provided that:

- (1) subject to proviso (2), no such amendment shall, without the consent of Brokers Ireland (not to be unreasonably withheld), be made if it would in the reasonable opinion of Aviva materially adversely affect the rights of the Intermediary under these T&C's in respect of Insurance Policies in force on or before the expiry of 3 Business Days after Aviva issues the notice in writing to the Intermediary;
- (2) the consent of Brokers Ireland under proviso (1) shall not, other than for any amendment reducing commission in respect of Insurance Policies in force when the amendment takes effect, be required for Aviva to unilaterally amend these T&Cs as regards amendments required in the reasonable opinion of Aviva by Applicable Laws and Regulations;
- (3) Aviva shall as regards amendments, which but for proviso (2) would require the consent of Brokers Ireland under proviso (1), initiate prior consultation with Brokers Ireland by notifying Brokers Ireland by not less than 14 Business Days (or such shorter period required for compliance with Applicable Laws and Regulations) of its intention to issue a notice to the Intermediary to amend.

SECTION 23.0 ANTI FRAUD

23.1 Anti Fraud

The Intermediary acknowledges Aviva's zero-tolerance approach to financial crime and understands that doing the right thing is an integral part of Aviva's culture. The Intermediary confirms that it has implemented and will maintain appropriate procedures to mitigate any financial crime risks in accordance with Applicable Laws and Regulations. The Intermediary will work in cooperation with Aviva in order to identify and minimise potential underwriting fraud and fraudulent and excessive claims, or claims suspected of being fraudulent in whole or in part and will notify any fraudulent activity to Aviva for inclusion in Aviva's anti-fraud programme.

SECTION 24.0 INFORMATION TECHNOLOGY, CYBER RISKS AND USE OF CLOUD

24.1 Information Technology, Cyber Risks and use of cloud

The Intermediary must ensure that it has implemented appropriate policies and procedures to mitigate and manage IT and cybersecurity risks including the development of effective IT and cyber security governance and risk management frameworks in line with Good Industry Practice and any regulatory requirements.

SECTION 25.0 CONFLICTS OF INTEREST

25.1 Conflicts of Interest

Both Parties must seek to avoid conflicts of interest. Any conflicts of interest must be identified and mitigated at the earliest reasonable opportunity. Circumstances which constitute or may give rise to a conflict of interest must be documented and advised to the other Party, and must specify the procedures which will be followed, and measures to be adopted, in order to manage such conflicts.

SECTION 26.0 NON - EXCLUSIVITY

26.1 Exclusivity

Aviva does not recognise any claims for a sole, or a sole and exclusive intermediary appointment of any kind or in relation to any type of insurance and reserve the right to sell policies themselves as Aviva deems fit.



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