



These Terms govern the relationship between SB Insure and Introducers for the introduction of customers who wish to receive advice on and purchase general insurance products

1. DEFINITIONS AND INTERPRETATION

“Applicable Regulations” means any law, regulation, guidance, principle or standard applicable to these Terms and the obligations of the relevant parties hereunder including without limitation FSMA, and any such rules or regulations as are enacted under FSMA;

“Clawback Period” means SB Insure’s standard clawback period as notified to Introducers from time to time;

“Commission” means the gross commission (including indemnity or renewal commission) or fees payable by SB Insure to the Introducer, at the rates published from time to time;

“Customer” means any person introduced by an Introducer to SB Insure;

“Data Protection Law” means the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679 (GDPR), (as amended, re-enacted or superseded from time to time) and all other applicable laws and regulations relating to the processing of personal data and privacy including where applicable the guidance and codes issued by the Information Commissioner’s Office;

“FSMA” means the Financial Services and Markets Act 2000;

“Introducer” means the regulated adviser firm referring Customers to SB Insure;

“Premium” means monies paid by Customers to Providers to purchase Products;

“Products” means those insurance products offered to Customers which are on the SB Insure panel;

“Providers” means the providers of the Products;

“Regulator” means the Financial Conduct Authority and any successor regulator to it;

“SB Insure” means Sesame General Insurance Services Limited (trading as SB Insure), a company registered in England and Wales under company number 01902998, whose registered office is situated at Pixham End, Dorking, Surrey, RH4 1QA

“Service” means the provision of a referral service for Introducers to refer Customers for their general insurance needs; and

“SBG” means Sesame Bankhall Group Limited (company number 3573352) and all subsidiaries of it from time to time (“subsidiary” having the meaning given to it in section 1159 of the Companies Act 2006).

1.1 In these Terms a reference to any statute or statutory provision shall be construed as a reference to that statute or provision as amended, modified, re-enacted or extended from time to time.

1.2 The headings in these Terms are for ease of reference only and shall not affect the construction of these Terms.

2. ACCEPTANCE OF TERMS

These Terms will become effective on acceptance by SB Insure of any Customer referral. Any referral made by the Introducer to SB Insure whether via the website, telephone or otherwise shall be subject to these Terms.

3. INTRODUCER’S OBLIGATIONS

The Introducer warrants that it has obtained Data Protection Law compliant consent from the Customer(s) to pass their personal data to SB Insure and explained the Services to the Customer.

4. SB INSURE’S OBLIGATIONS

4.1 SB Insure shall be responsible for the advice given to Customers.

4.2 Neither SB Insure nor any Introducer is authorised under these Terms to do any of the following:

4.2.1 pledge the credit of the Provider, sign documents on the Provider’s behalf or otherwise purport to represent or commit the Provider;

4.2.2 give cover on behalf of the Provider for any risk;

4.2.3 collect premiums or issue receipts on behalf of the Provider; or

4.2.4 receive, handle, process or exert any degree of control over monies belonging to the Customer on behalf of the Provider.

5. COMMISSION

5.1 SB Insure shall pay Commission to the Introducer for Products accepted by the Provider as new business or renewal business. SB Insure will not pay any Commission where to do so would breach Applicable Regulations.

5.2 SB Insure shall, in the event of cancellation or termination of any Product, be entitled to a refund of the Commission either in full (sub-clauses 5.2.1, 5.2.4 and 5.2.5) or in part (sub-clauses 5.2.2 and 5.2.3), in respect of that Product where:

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- 5.2.1 the Provider has not received any corresponding Premium;
- 5.2.2 the Provider has received some Premium but not subsequent Premium and the Product lapses within the applicable Clawback Period;
- 5.2.3 the Product has been amended so that a lower Premium is payable by the Customer within the applicable Clawback Period;
- 5.2.4 that the Product is cancelled in the cooling-off period; or
- 5.2.5 that Product is cancelled from inception:
- (a) as a result of material non-disclosure or suspected fraud;
 - (b) by the Customer (where they are entitled to do so); or
 - (c) as required by Applicable Regulations.
- 5.3 SB Insure may set-off any recovery of Commission against any sums due and payable to the Introducer under these Terms or against any other sums payable to the Introducer by SBG. SB Insure may also, at its sole discretion, require the Introducer to repay any refund of Commission due in full without deduction or set-off.
- 5.4 In respect of Products accepted by a Provider as new business or renewal business SB Insure shall pay Commission, less any adjustments in accordance with clause 5.2, by the end of the month following the month in which SB Insure receives the relevant commission and/or fee from the Provider.
- 5.5 SB Insure shall pay any Commission due to the Introducer pursuant to this clause by BACS transfer to the account nominated by the Introducer from time to time.
- 6. COMPLIANCE**
- 6.1 Each party shall remain in full compliance with all Applicable Regulations.
- 6.2 Each party shall:
- 6.2.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements"); and
 - 6.2.2 have and maintain in place its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate.
- 7. COMPLAINTS**
- SB Insure shall be responsible for handling complaints and potential complaints relating to the Services and

the advice given in relation to it. SB Insure shall be responsible for, and shall remain free at all times to determine its own procedures in respect of, complaints and potential complaints. Each party shall promptly pass on details of, and provide all reasonable assistance to the other in respect of any complaints which are to be, or which are being, handled by the other.

8. LIABILITY

- 8.1 Except in the case of personal injury or death, the parties maximum liability to each other under these Terms or otherwise for any cause shall be for direct costs and damages only and will be limited to the total amount of Commission paid to the Introducer in the twelve months preceding the event giving rise to a claim.
- 8.2 Neither party shall be liable to the other for any damages resulting from loss of data or use, lost profits, loss of anticipated savings, or for any damages that are an indirect or secondary consequence of any act or omission of the other.
- 8.3 SB Insure is not liable for any loss or damage resulting from non-availability of the Service for whatever reason.

9. NON-SOLICITATION OF CUSTOMERS

The Introducer acknowledges that SB Insure may need to contact Customers directly about service matters relating to the Services and their existing Products where necessary. SB Insure agrees it will not contact Customers in relation to any new products or other marketing activities. This restriction shall not apply where SB Insure has acquired or acquires details of such Customers from any source other than by virtue of its relationship with the Introducer.

10. DATA PROTECTION

- 10.1 Each party warrants that it shall, at all times, comply with its obligations under Data Protection Law (or any modification or re-enactment of it) which arise in connection with these Terms.
- 10.2 Each party acknowledges and agrees that for the purposes of these Terms they are each a separate data controller of Customer personal data and that they separately determine the purposes and means of processing such personal data.
- 10.3 If either or both of the parties inadvertently processes personal data of the other, each party warrants that it shall, at all times, comply with its obligations under Data Protection Law. In the event that a party does commence processing the personal data of the other, it shall notify the other party immediately, disclose full details of the processing and, as minimum until such time as the necessary data processing terms are incorporated into these Terms:
- 10.3.1 only process personal data in accordance with the data controller's reasonable instructions; and

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- 10.3.2 implement appropriate technical and organisational measures to protect that personal data against unauthorised use, disclosure or access and against all other unlawful forms of processing, including where the processing involves the transmission of data over a network, and accidental loss, destruction or damage.
- 10.4 Notwithstanding clause 3, each party warrants, represents and undertakes to the other that where it collects personal data of Customers which it subsequently transfers to the other party, the transfer is lawful, which includes that party having the necessary lawful basis to disclose such personal data to the other party.
- 11. GENERAL**
- 11.1 Each party shall at all times use its best endeavours to keep confidential (and ensure that its employees and agents shall keep confidential) any confidential information which it acquires in relation to the business and affairs of the other party and shall not use or disclose such information except with the consent of that other party or in accordance with the order of a court of competent jurisdiction. The obligations in this clause shall continue after termination of these Terms but shall cease to apply to any information coming into the public domain otherwise than by breach by any such party of its obligations contained in these Terms.
- 11.2 Neither party shall be liable to the other for any delays or breach of these Terms caused by events outside its reasonable control.
- 11.3 SB Insure can vary these Terms by posting variations, amendments and additions on the Sesame Limited/Premier Mortgage Service Limited website (as applicable to the Introducer) and/or notifying the Introducer in writing. The Introducer shall be bound by all such variations, amendments and additions one week after they have been posted or notified to the Introducer.
- 11.4 Any notices under these Terms must be made by registered post. Notices to SB Insure should be addressed to: Legal Dept., Sesame General Insurance Services Limited, Jackson House, Sibson Rd, Sale M33 7RR. Notices to the Introducer from SB Insure shall be to the Introducer's registered office or trading address.
- 11.5 These Terms contain all the terms agreed by the parties.
- 11.6 Except as provided in these Terms, all sums due from the one party to another party under these Terms shall be paid without any deduction or set off.
- 11.7 If any part of these Terms is found to be unenforceable or invalid the remaining terms shall not be affected.
- 11.8 Nothing in these Terms shall confer on any third party any benefits under the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 11.9 Neither party may assign these Terms without the prior written agreement of the other. Consent shall not be unreasonably withheld. SB Insure may assign these Terms to any subsidiary of SBG without the consent of the Introducer.
- 11.10 These Terms shall be governed by the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.