

Terms of Business

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BRITISH
FRIENDLY

Contents

1. Definitions and Interpretation	3
2. Commencement and Scope	4
3. Authorisation and Compliance	4
4. Duties of the Intermediary	5
5. Commission	5
6. Documentation	7
7. Products	7
8. Money Laundering Requirements	7
9. Confidentiality	8
10. Data Protection	8
11. Security and Electronic Mail	9
12. Termination	9
13. Invalidity	10
14. Variation	10
15. Notices	10
16. Security and Electronic Mail	11
17. Right of Third Parties	11
18. Assignment and Subcontracting	11
19. Relationship between the Parties	11
20. Further Assurance	11
21. Dispute Resolution	11
22. Governing Law and Jurisdiction	11
Schedule 1-Products	12
Schedule 2-Commission	12

1. Definitions and Interpretation

1.1 In these Terms of Business our definitions of the following expressions / terms are as follows:

- **ADR Notice** has the meaning set out in clause 21;
- **Appointed Representative** means a person appointed as an appointed representative of the Intermediary within the meaning of section 39 FSMA;
- **Authorised** means authorised by or under FSMA and/ or other appropriate legislation in other jurisdictions to conduct regulated activities;
- **Business Day** means any day other than Saturday or Sunday or a public or bank holiday in England and Wales;
- **CEDR** has the meaning set out in clause 21;
- **Client** means a client or prospective client of the Intermediary;
- **Client Complaint** means a complaint, as defined in the FCA handbook, received from or on behalf of a client which relates to the business conducted pursuant to these terms;
- **Commission** means the commission payable by the Society to the Intermediary pursuant to clause 5 and Schedule 2 of these Terms of Business;
- **Commission Clawback** has the meaning set out in clause 5.6;
- **Confidential Information** means all information which relates to the operations, plans, know-how, trade secrets, business affairs, personnel, customers or suppliers of the Society or the Intermediary or their respective Group Undertakings;
- **Contract** means a contract entered between a Client and the Society in respect of a Product or Products;
- **Data Protection Law** means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR (having the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended;
- **FCA** means the Financial Conduct Authority (or any successor or replacement financial services industry regulatory body);
- **FCA Rules** means the rules, guidance and principles of the FCA, as amended or replaced from time to time;
- **FSMA** means the Financial Services and Markets Act 2000, as amended, re-enacted or replaced from time to time;
- **Group Undertaking** shall have the meaning given to it by section 1161 of the Companies Act 2006, as amended or replaced from time to time;
- **Indemnity Commission** means Commission which is payable in a single lump sum as set out in Schedule 2 and subject to the provisions of clause 5;
- **Intermediary** means the intermediary (whether a company, limited liability partnership, limited partnership, partner(s) in a general partnership or sole trader) named on the Intermediary Application Form and to whom these Terms of Business apply;
- **Intermediary Application Form** means the application form prescribed by the Society pursuant to which an Intermediary may apply to make introductions to the Society in respect of the Products;
- **Money Laundering Requirements** means all applicable law, regulation and guidance relating to the identification and prevention of money laundering and terrorist financing, including, without limitation, the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (the 'Money Laundering Regulations') the Proceeds of Crime Act 2002 and the Terrorism Act 2000, as amended or substituted from time to time;
- **Monthly Premium** has the meaning set out in Schedule 2.
- **Non-Indemnity Commission** means Commission which is payable in monthly instalments as set out in Schedule 2 and subject to the provisions of clause 5;
- **Product Literature** means the written materials (including without limitation, policy summaries (within the meaning of the FCA Rules), illustrations, application forms, policy documents and terms and conditions and any and all marketing materials) prepared by the Society and made available to the Intermediary;

- **Products** means the products specified in Schedule 1, as they may be amended by the Society from time to time;
- **Proportional Amount** means a proportion of the Indemnity Commission paid to the Intermediary in respect of a Contract calculated in accordance with Schedule 2 of these Terms of Business;
- **Regulatory Authority** means any governmental or regulatory authority which has responsibility for regulating either party and any of their respective products or services, including, without limitation, the FCA; and
- **Society** means the British Friendly Society Limited, incorporated under the Friendly Societies Act 1992 with registered number 392F.

Any reference to a statute, regulation or rule shall include reference to any such statute, regulation or rule as amended, re-enacted or replaced from time to time.

Any reference to gender includes each other gender as appropriate.

2. Commencement and Scope

2.1 These Terms of Business set out the terms and conditions upon which the Intermediary will introduce Clients to the Society and upon which the Society will accept introductions from the Intermediary. The Society will only accept introductions from the Intermediary based on these terms.

2.2 Without incurring any liability, the Society reserves the right at its discretion:

- a. to refuse the application of any Intermediary; and
- b. to decline to enter into these Terms of Business with the Intermediary; and
- c. not to enter into a Contract with any Client introduced by the Intermediary.

2.3 Subject to clauses 2.1 and 2.2 above, these Terms of Business will take effect and will be deemed accepted when the Society receives a signed copy of the Intermediary Application Form.

2.4 The Intermediary will act on behalf of the Client in dealing with the Society in relation to a Client's application for a Product but shall not in this or any other respect act as a Client's agent in respect of dealings under these Terms of Business.

2.5 For the purposes of the FCA Rules the

Intermediary is the distributor of the Products and the Society is the manufacturer. The definitions of distributor and manufacturer shall be taken as those set out under the FCA Rules which apply to insurance products.

2.6 For the avoidance of doubt, nothing in these Terms of Business is intended to prevent either party from entering into similar arrangements with other persons.

3. Authorisation and Compliance

3.1 It is a condition precedent of these Terms that the Intermediary hereby warrants and represents to the Society that it has and will maintain all required authorisations (including but not limited to those of the FCA), permissions, approvals, registrations and consents required to carry out any activities conducted pursuant to these Terms of Business (each a "Regulatory Approval") and that its Appointed Representatives (if any) have been appointed under a contract with the Intermediary in compliance with section 39(1) of FSMA.

3.2 The Society will only accept introductions from an Intermediary who has the appropriate Regulatory Approvals. The Intermediary will notify the Society immediately in the event that any of the warranties set out in clause 3.1 above cease to be true and accurate. Any breach of the warranties set out in clause 3.1 shall be deemed a material breach under these Terms.

3.3 The Intermediary hereby undertakes to notify the Society immediately of any material change to any of the information provided to the Society by the Intermediary as set out in the Intermediary Application Form and the Society reserves the right to cancel these Terms as a result of any such material change.

3.4 The Intermediary will maintain and keep up to date such records, books and accounts in connection with its distribution of the Products and the performance of its obligations under these Terms of Business as would be maintained by a prudent intermediary including, without limitation, such information as may be required by any Regulatory Authority (the "Service Records"). Such Service Records should be retained for an appropriate period of time and in any case, in accordance with the retention periods dictated by any Regulatory Authority.

3.5 The Intermediary will produce to the Society, on request, such Service Records as the Society may reasonably require in order to assess whether the

Intermediary is complying with its obligations under these Terms of Business and any relevant Regulatory Authority's rules which apply to the Intermediary, provided that nothing in this clause shall require the Intermediary to disclose information which it is not permitted to disclose, or is prohibited from disclosing, under any applicable law or regulation or duty of confidentiality to another person.

3.6 The Intermediary will also comply with all reasonable requests the Society, or a representative acting on the Society's behalf, makes of the Intermediary relating to these Terms of Business.

4. Duties of the Intermediary

4.1 The Intermediary will ensure that it will conduct its business in accordance with all applicable laws, regulations, rules, guidance, codes of practice and recommendations, including without limitation the FSMA and the FCA Rules to which it is subject. Without prejudice to the generality of the foregoing, the Intermediary shall ensure that:

- a. It will appropriately manage conflicts of interest, always act in the best interests of clients and treat them fairly and will act to deliver good outcomes for retail clients
- b. It will not remunerate or be remunerated in manner which conflicts with Clients best interests or the FCA Rules
- c. Where applicable, it will ensure that appropriate professional indemnity insurance which complies with the FCA Rules is maintained at all times and, where requested by the Society, provide a copy of its policy
- d. Any distribution of a Product will be in accordance with FCA Rules, having regard to the information supplied by the Society regarding the Products as detailed under Clause 5, including information on the designated target market
- e. It will not invite or advise a Client to purchase a Product unless and until it has provided to the Client all disclosures, warnings and other information required by the FCA Rules
- f. In offering the Products to Clients it complies with all applicable Money Laundering Requirements to which it is subject; and
- g. It will inform the Society of anything which it would reasonably expect to be informed including, but not limited to, anything the Intermediary is required to inform the Society

of in its role as a distributor under the FCA Rules and the Intermediary's ability to meet its obligations under these Terms of Business.

4.2 The Intermediary shall not and has no authority whatsoever to bind or to act or hold itself out as the agent or representative of the Society. In particular, the Intermediary is not authorised by the Society to collect money on its behalf unless agreed in writing with the Society.

4.3 The Intermediary is bound by and must adhere to the UK Bribery Act 2010 and shall ensure that has implemented appropriate policies, controls and procedures to ensure that it does not breach, nor put the Society in breach of the UK Bribery Act 2010.

5. Commission

5.1 Subject to the provisions of this clause 5, the Society will pay Commission to the Intermediary in respect of all Contracts concluded by the Society following an introduction by the Intermediary at the rates and subject to the terms set out in Schedule 2 to these Terms of Business (as amended by the Society from time to time) except where the Intermediary has confirmed to the Society that the Intermediary does not require Commission to be paid.

5.2 Subject to clause 5.4 and 5.5 below, in the event that:

- a. a Client exercises a statutory or other right of cancellation in relation to a Contract;
- b. the Society cancels a Contract in accordance with terms and conditions of the Contract;
- c. the Society cancels a Contract that should never have been set in force; or
- d. a Client registers a Client Complaint which relates to the Intermediary's advisory services and / or the sale of Products under these Terms of Business, and which results in a refund to the Client in respect of the Contract;

No further Commission will be payable to the Intermediary for that Contract and the Intermediary will repay to the Society a Proportional Amount of any Indemnity Commission (including VAT where applicable) which has already been paid to the Intermediary in respect of the sale of that Contract.

5.3 Subject to clause 5.4 below, in the event that a Client reduces the premiums payable in relation to a Contract (a "Premium Reduction"):

- a. in the case of Non-Indemnity Commission, from the date of the Premium Reduction, the amount

a Client exercises a statutory or other right of cancellation in relation to a Contract;

- b. in the case of Indemnity Commission, the Intermediary will repay to the Society a Proportional Amount of the Indemnity Commission (including VAT where applicable) which has already been paid to the Intermediary in respect of that Contract.

No further Commission will be payable to the Intermediary for that Contract and the Intermediary will repay to the Society a Proportional Amount of any Indemnity Commission (including VAT where applicable) which has already been paid to the Intermediary in respect of the sale of that Contract.

5.4 Subject to clause 5.5 below, Clauses 5.2 and 5.3 will apply for a fixed period, as specified in Schedule 2.

5.5 Should a policy be cancelled following an application for a claim which is declined for non-disclosure, any commission received by the Intermediary will be clawed back irrespective of the fixed period specified in Schedule 2.

5.6 In the event that the Society reasonably determines that Commission is or was not properly payable to the Intermediary in respect of a Contract in accordance with these Terms of Business (including Schedule 2), no further Commission will be payable to the Intermediary for that Contract and the Intermediary will repay to the Society the full amount of Commission (including VAT where applicable) which has already been paid to the Intermediary in respect of the sale of that Contract.

5.7 Where Commission is repayable by the Intermediary in accordance with clauses 5.2, 5.3 or 5.5 (a "Commission Clawback"), the Society will notify the Intermediary in writing and such Commission (including VAT where applicable) will be repaid by the Intermediary within one month of the date of such notification. The Society will be entitled to charge interest on any Commission which remains unpaid after a period of two months from the date of such notification. Such interest will accrue on a daily basis at a rate of 3% per annum above the base rate from time to time of Barclays Bank plc on the amount due from the expiry of one month following the date of such notification until the actual date of payment.

5.8 Without incurring any liability, the Society may report to the FCA any information relating to Commission Clawback as required by the FCA Rules, including, without limitation, the identity of the Intermediary and any amount owed to the

Society by the Intermediary pursuant to clause 5.6 above.

5.9 The Society may set off the payment of Commission due to the Intermediary against any amount due from the Intermediary to the Society. If the Intermediary holds more than one account with the Society, the Society reserves the right to set off one account against another for monies due to the Society.

5.10 In the event that the Intermediary appoints an agent or Appointed Representative, Commission will be paid to the Intermediary alone and the Intermediary alone will be liable for any Commission Clawback. It is agreed that the Society will have no direct contractual relationship with such agent or Appointed Representative (save where an Appointed Representative has entered into these Terms of Business with the Society).

5.11 Without prejudice to the generality of clause 4.1, the Intermediary shall comply with all applicable regulatory and legislative requirements relating to the payment and receipt of Commission pursuant to these Terms of Business and, in particular, with those FCA Rules regarding commission disclosure.

5.12 Where Commission is payable in relation to a Product and the Society has reasonable cause to believe that such Commission is not payable to the Intermediary but to another intermediary, or a dispute otherwise arises between the Intermediary and another intermediary in respect of any Commission, the Society shall in its sole discretion determine which intermediary it should recognise as the Client's adviser in respect of the relevant Contract at the time when Commission became payable and pay the Commission to that intermediary.

5.13 All Commissions are stated as exclusive of any applicable VAT, sales tax or similar taxes.

5.14 The Society will declare the amount of Commission payable to the Intermediary in respect of each Contract in accordance with the FCA Rules. The Society's statement of Commission (which may be contained in writing, on disk, in direct online communication, or any other method of communication agreed between the Society and the Intermediary) shall be the conclusive record of Commission due to the Intermediary, save in the case of manifest error or omission.

6. Documentation

6.1 The Society will be responsible for ensuring that the Product Literature complies at all times with the FCA Rules and accurately reflects the terms of the Products.

6.2 The Society will ensure that it makes available to the Intermediary any such information which it is required to provide under the FCA Rules. This includes, but is not limited to, information to enable the Intermediary to understand the Products, their features and their target markets and the product approval process to which those products are subject.

6.3 Where an amendment is made to any Product Literature or other document which is supplied to the Intermediary for use in connection with these Terms of Business, the Society will, where practicable, give reasonable advance notice to the Intermediary of the proposed amendments by posting such notice on the Society's website.

6.4 The Intermediary will, from the date on which the amendments are to take effect, cease to use all materials superseded by the amendment. The Intermediary is responsible for ensuring that a Client is furnished with up-to-date British Friendly literature from that date.

6.5 The Intermediary shall pass on to the Client without delay and without amendment any document supplied by the Society for the benefit of, or completion by, the Client.

6.6 The Intermediary will not:

- a. issue any circular, advertisement, leaflet or other promotional material or document relating to the Society or the Society's business, or containing any trade marks belonging to the Society, unless the documents have been supplied by or approved in writing by the Society;
- b. alter, or omit to transmit, any information or documentation, supplied by the Society for onward transmission to the Client, or supplied by the Client for transmission to the Society; or
- c. except as otherwise provided hereunder make any written or oral statements or representations which could in any way bind the Society.

6.7 The Society reserves the right to communicate directly with the Client, whether pursuant to the requirements of the FCA Rules, applicable law, the terms of the Products or otherwise.

7. Products

7.1 The Society may, in its absolute discretion, determine that it no longer wishes to make available a particular Product. If the Society so determines, where practicable to do so it shall provide the Intermediary with reasonable advance notice of that decision before withdrawing the Product by posting such notice on the Society's website. The Intermediary acknowledges that it may be necessary to withdraw a Product without notice where required by a Regulatory Authority, the FCA Rules or applicable law and regulation.

7.2 Subject to any provision to the contrary in these Terms of Business, the Society shall retain the right to amend the specification and other aspects of the Products as it sees fit. If the Society decides to amend a Product in accordance with this clause 7.2, where practicable to do so it shall provide the Intermediary with reasonable advance notice of that decision before such amendment takes effect by posting such notice on the Society's website. The Intermediary acknowledges that it may be necessary to amend a Product without notice where required by a Regulatory Authority, the FCA Rules or applicable law and regulation.

8. Money Laundering Requirements

8.1 The Intermediary will comply on an ongoing basis with all Money Laundering Requirements and shall on request demonstrate such compliance to the Society's satisfaction.

8.2 The intermediary will be relied upon by the Society for identifying and verifying the identity of the Client, and any person acting and authorised to act on the Clients behalf, introduced to the Society by the Intermediary, as well for establishing the purpose and intended nature of the Clients relationship with the Society, in accordance with Regulation 39 (1) of the Money Laundering Regulations and with any requirements of the Society as notified to the Intermediary.

8.3 The intermediary will keep records of any information or documentation obtained to meet clause 8.1 for the periods set out in the laws, regulations and guidance concerning those requirements, including Regulation 40 of the Money Laundering Regulations.

8.4 The Intermediary will, upon request from the Society, provide the Society with the information and documentation relied upon by it to identify and verify the identity of the Client or any person acting and authorised to act on the Clients behalf.

8.5 Nothing in these terms will restrict the Society from applying its own additional measures to verify the identity of a Client or any person acting and authorised to act on the Clients behalf, or performing any other necessary checks for the purposes of complying with the Money Laundering Requirements.

9. Confidentiality

9.1 Except as provided in clause 9.3, each party to these Terms of Business shall:

- a. only use the Confidential Information disclosed to it by the other party for the purposes of these Terms of Business; and
- b. not disclose to any third party any Confidential Information disclosed to it by the other party.

9.2 Except as provided in clause 9.3, each party to these Terms of Business shall observe strict confidentiality as to information concerning the existence or contents of these Terms of Business.

9.3 Clauses 9.1 and 9.2 shall not apply:

- a. if the disclosing party consents in writing to the use or disclosure;
- b. in the case of clause 9.2, to communications between the parties and their respective professional advisers to the extent it is reasonably necessary for them to have access to the relevant information;
- c. to disclosures required to be made by any party by law to any fiscal or regulatory authority or in accordance with the requirements of these Terms of Business provided that the receiving party shall have given prior notice of this requirement to the disclosing party so as to assist the disclosing party to defend, limit or protect against such disclosure if it reasonably wishes to do so; and
- d. to information which has come into the public domain otherwise than by reason of the default of the relevant party or its advisers.

9.4 Any agreement between the Society and the Intermediary with respect to confidentiality existing at the date of these Terms of Business shall be superseded by these Terms of Business.

10. Data Requests

10.1 In this Clause, “personal data” and “processing” shall have the meanings given to them under Data Protection Law.

10.2 The Intermediary warrants that:

- a. it has established an appropriate lawful basis and, where applicable, additional processing condition under Data Protection Law in order to provide the Society with personal data and has and will maintain all required registrations required under data protection law; and
- b. before providing the Society with a Client’s personal data, the Intermediary has drawn the Client’s attention to the Society’s relevant privacy policies and the Client has given their express agreement to the terms of the relevant policies.

The Intermediary shall indemnify the Society against any and all losses incurred as a result of any breach of this warranty.

10.3 Each party shall:

- a. comply at all times with their obligations under Data Protection Law and any other legislation relating to the protection and minimisation of personal data, including the data protection principles set out in Data Protection Law, having appropriate regard to the related guidelines and guidance notes issued from time to time by the Information Commissioner (and any successor) and all other relevant authorities; and
- b. without limiting the generality of Clause 10.3(a), maintain all necessary registrations and/or Record of Processing Activities under Data Protection Law.

10.4 To the extent that one party processes personal data on behalf of the other, the processing party shall:

- a. act only on instructions from the data controller when processing personal data provided to it under these Terms, and keep records of all such processing;
- b. comply with the data controller’s instructions in relation to the processing of personal data as such instructions are given and varied from time to time;
- c. implement and maintain appropriate technical and security measures against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data;
- d. not process the personal data in a country or territory outside of the UK or the EEA (other than a country or territory which has been determined by the appropriate Secretary of State to provide

adequate protection for personal data) without the other party's consent;

- e. having regard to the state of technological development and the cost of implementing the measures, ensure the measures referred to in Clause 10.4(c) provide a level of security appropriate to the harm that may result from breach of such measures and the nature of the data to be protected;
- f. immediately notify the data controller if it becomes aware of any actual or potential breach of personal data; or if it receives any complaint, notice or communication which relates directly or indirectly to the processing of personal data under this agreement; or if it receives a subject access request from any data subject, and will provide full co-operation and assistance in relation to any such breach, complaint, notice or communication; and
- g. take reasonable steps to ensure the reliability of any of its employees who have access to the personal data.

10.5 The Intermediary will act on instructions from the Society when processing personal data (as defined by Data Protection Law) on behalf of the Society.

10.6 The Society processes the personal data of the Intermediary and/or its staff and officers (as applicable) in accordance with its Intermediary Privacy Policy, a copy of which is enclosed with these Intermediary Terms of Business and the current version of which can be accessed from (www.britishfriendly.com/info/privacy-policy/).

11. Security and Electronic Mail

11.1 The Society may accept e-mail or other electronic communications from or with the Intermediary upon such terms and subject to such additional or separate conditions as the Society may consider appropriate or desirable from time to time. This is subject to the strict understanding on the part of the Intermediary that the Society shall not be held responsible in the event that such communications are not, in whole or in part, received by it or are delayed or intercepted for whatever reason.

11.2 In accessing any information or systems made available to the Intermediary by the Society from time to time, the Intermediary represents and warrants that:

- a. if accessed via the Society's website at www.britishfriendly.com, the Intermediary will comply

with the website terms and conditions, located at <https://www.britishfriendly.com/info/terms-conditions/>, and the Society's Intermediary Privacy Policy;

- b. the Intermediary is authorised, registered and, where applicable, holds the necessary consents from Clients to have such access and to process the information made available by the Society;
- c. the Intermediary has taken steps to ensure that the information will not be disclosed to anyone who is not authorised to receive the information; and
- d. the intermediary will have regard to the provisions of clauses 9 & 10.

12. Termination

12.1 These Terms of Business may be terminated by either party on giving written notice to the other party.

12.2 Either party shall be entitled to terminate these Terms of Business with immediate effect by written notice to the other if:

- a. the other party commits any continuing or a material breach of any of the provisions of these Terms of Business, save that if the breach is capable of remedy the party not in breach shall give written notice to the other party setting out the particulars of the breach and requesting the other party to remedy the same within 30 days, and if the party in breach fails to remedy the breach to the satisfaction of the party not in breach within such period the party not in breach shall be entitled to terminate these Terms of Business immediately by written notice to the other party; or
- b. if any of the Society's performance indicators are triggered that signal a poor customer outcome or unacceptable reputational and/or financial risk to the Society; or
- c. any of the following events:
 - i. it is unable to pay its debts as and when they fall due or shall go into liquidation (other than for the purposes of effecting a financial restructuring or amalgamation) whether compulsorily or voluntarily, or compounds with or convenes a meeting of its creditors or becomes subject to a voluntary arrangement under Part I of the Insolvency Act 1986, or has an administrator, a receiver or administrative receiver appointed over all or any part of its assets, or takes or suffers any

- i. similar action in consequence of debt, or in the event that a petition is presented for an administration order in respect of such other party ceases for any reason to carry on business; or
- ii. it ceases to carry on business as a going concern or ceases to be in a position to fulfil these Terms of Business; or
- iii. it ceases to be Authorised; or
- iv. it suspends or ceases, or threatens to suspend or cease, its operations or business where such action in the opinion of the other party is likely to materially affect the ability of the first party to perform its obligations under these Terms of Business; or
- v. it engages in any act or wilful misconduct which in the reasonable opinion of the other party causes or is likely to cause material damage to the reputation or regulatory standing of that other party.

12.3 In the event of the termination of these Terms of Business for any reason each party shall:

- a. hand over to the other party without charge or undue delay:
 - i. all property belonging to the other party; and
 - ii. copies of any records or information (including but not limited to personal data) which each party has kept pursuant to these Terms of Business which the other party reasonably requests; and
- b. co-operate with the other party to ensure any advertisements, investment advertisements, publicity material and unused stationery which contains the other party's name are destroyed;
- c. ensure that all electronic copies of the information set out in clauses 12.3 (a) and (b) are irretrievably and securely deleted from any computer system and storage system.

12.4 Where these Terms of Business are terminated by the Society under clause 12.2, the Society reserves the right to cease paying Commission to the Intermediary on Contracts held by Clients at the date of termination.

12.5 Subject to clause 12.4, the Society will continue to pay Commission under clause 5 and Schedule 2 of these Terms of Business following termination in relation to Contracts held by Clients introduced to the Society by the Intermediary, at the date of termination.

12.6 Termination of these Terms of Business, however caused, shall not affect the rights or liabilities of any party accrued at the date of termination, which shall survive and remain enforceable by the respective parties after termination. Without limiting the generality of the foregoing, the provisions of clauses 5, 9, 12.3 to 12.6, 13, 16, 17, 19, 21 and 22 shall continue in force.

13. Invalidity

Should any provision of these Terms of Business become illegal or void for any reason, the validity of the remaining provisions shall not be affected unless such provision goes to the very heart of these Terms in which case the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

14. Variation

The Society reserves the right to vary these Terms by notice in writing to the intermediary at any time, provided that, subject to the Regulatory Requirements:

- a. no variation will affect Business transacted prior to the time of the variation; and
- b. not less than 10 Business Days' notice of such variation will be given to the intermediary.

15. Notices

15.1 Any notice to be given under these Terms of Business shall be given in writing signed or authenticated by or on behalf of the party giving it. Notices to the Society should be addressed to:

**Chief Executive
British Friendly Society Limited
45 Bromham Road
Bedford
MK40 2AA**

Notices to the Intermediary will be addressed to the specified contact at the specified address for service of the Intermediary as set out in the Intermediary Application Form.

15.2 Each party may change the address or person to which notices to it must be sent by notifying the other party in writing in accordance with this clause 15.

16. Security and Electronic Mail

16.1 Unless agreed otherwise in writing between the parties, the Intermediary shall be responsible for handling Client Complaints relating to the Intermediary's actions arising in connection with its advisory services and the sale of Products under these Terms of Business, and the Society shall be responsible for handling all other Client Complaints including those relating to Product Literature and the administration and contractual terms of Products.

16.2 The Society reserves the right to obtain information on Client Complaints relating to the Intermediary's actions pursuant to these terms and conditions and the Products distributed underneath them, including the outcome, remedial actions and thematic issues that arise.

16.3 All Client Complaints received by a party and relating to a matter for which the other party is responsible in accordance with the principles contained in clause 16.1 shall be referred promptly to the other party as soon as possible in order to allow that other party to deal with such Client Complaint, together with a copy of all relevant documents relating to the matter.

16.4 In the case of a Client Complaint with respect to the Society, the parties agree that the Society shall have conduct of that Client Complaint and the Intermediary shall not take any action with respect to such Client Complaint without the prior written agreement of the Society unless otherwise required by applicable laws or regulations.

16.5 Each party agrees to co-operate fully with the other in any regulatory investigation, administrative or judicial proceeding or Client Complaint regarding Products marketed.

17. Rights of Third Parties

Except as provided elsewhere in this Agreement, the parties do not intend any term of these Terms of Business to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999.

18. Assignment and Subcontracting

Neither party may assign the benefit of these Terms of Business or delegate any of its functions hereunder without the prior written consent of the other party.

19. Relationship between the Parties

19.1 Nothing in these Terms of Business shall create or be construed as creating any partnership, agency relationship or joint venture between the parties or any of their respective employees or agents.

19.2 The Intermediary undertakes that it shall not represent itself as the partner or agent of the Society and the Society undertakes that it shall not represent itself as the partner or agent of the Intermediary or, in any case, do or omit to do anything which would or would be likely to result in that party being construed as such by any third party.

20. Further Assurance

Each party shall from time to time, on being required to do so by the other do or (so far as it is able) procure the doing of all such acts and / or execute or procure the execution of all such documents as that other party may reasonably consider necessary for giving full effect to these Terms of Business and securing to it the full benefit of the rights, powers and remedies conferred upon it under these Terms of Business.

21. Dispute Resolution

If any dispute arises in connection with these Terms of Business, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing to the other party to the dispute requesting a mediation (the "ADR Notice"). A copy of the request must be sent to CEDR. The mediation will start not later than 28 days after the date of the ADR Notice. No party may commence any court proceedings or arbitration in relation to any dispute arising out of these Terms of Business until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

22. Governing Law and Jurisdiction

22.1 These Terms of Business shall be governed by and construed in accordance with the laws of England and Wales.

22.2 The courts of England and Wales shall have exclusive jurisdiction over any dispute between the parties in connection with these Terms of Business.

Schedule 1 - Products

The Products are as follows:

- The British Friendly Society Protect Product
- The British Friendly Society Breathing Space Product.

Schedule 2 - Commission

1. The Society may vary the Commission terms set out in this Schedule 2 at any time without written notice to the Intermediary in accordance with clause 14.
2. The following Commission terms apply to Contracts concluded with Clients for a British Friendly Protect or Breathing Space Policy following an introduction by the Intermediary.
3. The Society will pay Commission only once in respect of each Contract secured, subject to any adjustments in accordance with paragraphs 6 and 7 below and, in the case of Non-Indemnity Commission, to payment of such Commission in monthly instalments.
4. Where the Society offers a choice of Commission bases, the Intermediary will at the time of submitting the Client application notify the Society of the basis on which it wishes Commission to be paid. Where no such notification is given, the Society will pay Commission to the Intermediary on such basis as it considers appropriate.
5. The Commission payable by the Society will be determined by reference to the "Monthly Premium" payable by a Client in respect of a Contract. For the purposes of this Schedule, "Monthly Premium" means the amount of monthly premium payable by the Client upon commencement of the Contract, as calculated in accordance with the Society's premium rate tables from time to time and exclusive of:
 - a. any premium increase on the basis of age or linked to inflation; and
 - b. any insurance premium tax or any other tax chargeable on such premiums.
6. Where the Society has agreed to pay Indemnity Commission to the Intermediary, the following terms will apply unless bespoke commercials are agreed:
 - a. Indemnity Commission will be paid as a lump sum at the end of the week in which the Contract commences;
 - b. in the event that the Client increases the premium payable in respect of the Contract (excluding premium increases on the basis of age or extending the retirement age or linked to inflation), the Society will pay an additional amount of Indemnity Commission to the Intermediary in proportion to the increase in premium. Such additional amount of Indemnity Commission will be paid as a lump sum at the end of the week in which the additional cover, in respect of which the additional premium is payable by the Client, commences;
 - c. payment of Indemnity Commission is subject to a Commission Clawback.
7. Where the Society has agreed to pay Non-Indemnity Commission to the Intermediary, the following terms will apply unless bespoke commercials are agreed:
 - a. Non-Indemnity Commission will be payable in equal instalments in each month in which the Society receives a full (and not partial) premium payment from the Client in respect of the Contract, for a period commencing at the end of the month in which the Society receives the first full premium payment from the Client and terminating at the end of the month in which the Society receives the last full premium payment from the Client during the non-indemnity commission period;
 - b. in the event that the Client increases the premium payable in respect of a Contract (excluding premium increases on the basis of age or extending the retirement age or linked to inflation), the Society will pay an additional amount of Non-Indemnity Commission to the Intermediary in proportion to the increase in premium. Payments of such additional amount of Non-Indemnity Commission will commence in the month in which the Society receives the first full increased premium payment from the Client;
 - c. payment of Non-Indemnity Commission is subject to clauses 5.2, 5.3 and 5.5 of these Terms of Business; and
 - d. for the purposes of clause 5.4 of these Terms of Business, clauses 5.2 and 5.3 will apply for the period described in paragraph 7 above.
8. The Society reserves the right to withdraw its agreement to pay Indemnity Commission and pay Non-Indemnity Commission where the

Client is the Intermediary, an Appointed Representative of the Intermediary, an employee of the Intermediary, a relative of an employee of the Intermediary or otherwise as the Society may determine.

9. Commission on the Intermediary's account will be accumulated from the previous week until 5pm each Monday and will be paid to the Intermediary in arrears on Thursday of each week, except where Thursday is not a Business Day, in which case it will be paid on the preceding Business Day. Payments will be made by cheque or electronic transfer as specified by the Intermediary in the Intermediary Application Form. The Society will send to the Intermediary a copy of the Commission statement on the date of each Commission payment. The Commission statement will state the amount of Commission due to the Intermediary net of any Commission Clawback, refunds, repayments or other sums due from the Intermediary to the Society on any account whatsoever.
10. The Society will not make any payments to the Intermediary until the balance on the Intermediary's Commission account exceeds £25. Sums below this figure will be held on the Intermediary's account and paid at the next scheduled payment date when aggregate Commission for the period exceeds £25.
11. If the Intermediary either ceases to be authorised or informs the Society that its business is to be sold or transferred, the Society would expect the Intermediary to arrange for another intermediary to give advice to the Intermediary's existing Clients. In such circumstances, the Society may, at its sole discretion, transfer payment of Commission to the new intermediary provided that the new intermediary:
 - a. enters into these Terms of Business with the Society by completing and signing an Intermediary Application Form; and
 - b. accepts in writing the liability to repay to the Society any Commission Clawback or any other sums payable by the ceding Intermediary to the Society pursuant to these Terms of Business. Any Commission subsequently payable to the new intermediary will be subject to a deduction, if applicable, to meet such sums due to the Society by the ceding Intermediary.

British Friendly Society Limited

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**BRITISH
FRIENDLY**

British Friendly Society Limited is incorporated under the Friendly Societies Act 1992. Registered Office: 45 Bromham Road, Bedford MK40 2AA. Registered No. 392F. It is a member of the Association of Financial Mutuals. British Friendly Society Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority Ref: 110013.