

Aetna Insurance Company Limited  
is part of the Aetna Group

Please return this completed form by email followed by post to your contact at:

Aetna Insurance Company Limited  
50 Cannon Street  
London  
EC4N 6JJ  
UK

Please use a separate sheet and/or provide additional documentation where applicable or necessary.

### A. Intermediary Detail

1a. Intermediary Registered/Legal Name		1b. Company Number
2a. Registered Address		Postal Code
Telephone	Fax	Email Address
2b. Trading Address (if different from above)		Postal Code
Telephone	Fax	Email Address
2c. Intermediary website		
3. Occupation/Nature of Business		
<p>4. Are you:</p> <p>a) authorised and regulated by a regulatory authority? If "Yes", please provide the following, along with a <u>copy of your registration certificate or licence</u>:</p> <p>i) date of registration (Day/Month/Year): _____</p> <p>ii) name of authorising body and registration number: _____</p> <p>If "No", please provide details and please state if:</p> <p>x) an application is pending: _____</p> <p>y) an application has not been made: _____</p> <p>z) an application is not necessary or required: _____</p> <p>b) a member or registered with any official insurance trade body? ..... <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If "Yes", please name institution: _____</p> <p>c) or have you ever been subject to any regulatory enforcement action? ..... <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If "Yes", please explain: _____</p>		
<p>5. a) Please provide your date of incorporation/establishment: _____</p> <p>b) Please provide the full name and address of your ultimate holding company:</p> <p>_____</p> <p>c) Are you registered with a data protection registrar? ..... <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If "Yes", please state the name of the registrar and/or <u>provide a copy of the registration</u>:</p> <p>_____</p> <p>If "No", please explain:</p> <p>_____</p> <p>d) Are you or any of your associates, contractors, sub-agents or customers affiliated with a government entity or agency? ..... <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If "Yes", please provide details, including the names of the government body/representatives and details of the relationship:</p> <p>_____</p>		

*Continued*

**A. Intermediary Detail (continued)**

e) Do you have enforced procedures to prevent inducements from being offered or received in order to generate business by you, your staff or your associates? .....  Yes  No

f) How many employees do you have, including executive directors? \_\_\_\_\_

g) How many individuals are actively selling international medical insurance in your organisation? \_\_\_\_\_

6. If you have been established for less than two years, please state the following:

a) Name of previous organisation/trading name or previous employer's name: \_\_\_\_\_

b) Number of years organisation was operating or duration of employment: \_\_\_\_\_

c) Contact name, if any: \_\_\_\_\_

d) Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Postal Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

7. a) Please provide full names, qualifications and addresses of your directors/partners/persons holding more than a 10% shareholding:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. b) Have you personally (in the case of sole traders) or any of the director(s)/partner(s) of your organisation ever: *(please tick)*

i. Become subject to an adverse finding, whether past or pending, by a regulatory, trade, professional, public, industry or consumer body, or by any tax or government authority? .....  Yes  No

ii. Been the subject of any bankruptcy or insolvency proceedings? .....  Yes  No

iii. Had refused, suspended, withdrawn, or made subject to non-standard conditions or restrictions any licence, permission or authorisation to do any type of business? .....  Yes  No

iv. Been a defendant in any civil proceedings, or party to any arbitration in relation to any financial business or the subject of any criminal proceedings? .....  Yes  No

v. Ceased trading in circumstances in which one or more of your/their creditors did not receive full payment? .....  Yes  No

vi. Been disqualified from acting as a director of a company, or from acting on the management or conduct of affairs of any company, partnership or unincorporated association? .....  Yes  No

vii. Been convicted of a criminal offence, other than motoring? .....  Yes  No

viii. Been charged with any offence involving violence, fraud or other dishonesty? .....  Yes  No

ix. Had an application to represent any insurer or reinsurer refused, or cancelled? .....  Yes  No

If "Yes" to any of the above, please provide details: \_\_\_\_\_

7. c) Have you changed your trading name in the last three years? .....  Yes  No

If "Yes", please state your previous trading name below:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Do you have professional liability/indemnity insurance coverage? .....  Yes  No

If "Yes", please send a copy of your certificate, which should state:

a) With whom is your coverage is held: \_\_\_\_\_

b) Policy effective/expiration dates: \_\_\_\_\_

c) Certificate number: \_\_\_\_\_

d) Limit of indemnity: \_\_\_\_\_

e) Excess level, if any: \_\_\_\_\_

If "No", please explain why not: (e.g. if it is not a mandatory requirement in your country of operation). We may require additional information from you:  
\_\_\_\_\_

9. Please indicate:

a) The range of your annual gross written premium income for your private medical insurance portfolio:

i)  US\$ 0m - US\$ 0.5m

ii)  US\$ 0.5m - US\$ 1m

iii)  US\$ 1m - US\$ 5m

iv)  US\$ 5m - US\$ 10m

v)  US\$ 10m +

b) The approximate breakdown in percentage terms of your international medical insurance portfolio (write in applicable percentage):

i) \_\_\_\_\_% Individual Business

ii) \_\_\_\_\_% Company Paid Small Group Business

iii) \_\_\_\_\_% Company Paid Large Group Business

iv) \_\_\_\_\_% Optional Group Business

v) \_\_\_\_\_% Groups in "Trust"

Continued

Please Retain a Copy for Your Records

**A. Intermediary Detail (continued)**

10. Please give the name and address of three other insurers with whom you have intermediary facilities in respect of private medical insurance (and from whom we may take references), the date from which they become effective and your approximate gross written premium income with each of them.

a) Name: \_\_\_\_\_ Address & \_\_\_\_\_  
 Date (Day/Month/Year): \_\_\_\_\_ Contact \_\_\_\_\_  
 Gross Written Premium: \_\_\_\_\_ Person \_\_\_\_\_

b) Name: \_\_\_\_\_ Address & \_\_\_\_\_  
 Date (Day/Month/Year): \_\_\_\_\_ Contact \_\_\_\_\_  
 Gross Written Premium: \_\_\_\_\_ Person \_\_\_\_\_

c) Name: \_\_\_\_\_ Address & \_\_\_\_\_  
 Date (Day/Month/Year): \_\_\_\_\_ Contact \_\_\_\_\_  
 Gross Written Premium: \_\_\_\_\_ Person \_\_\_\_\_

**B. Bank Details**

11. Bank Sort Code: \_\_\_\_\_ Bank Address: \_\_\_\_\_  
 Bank Account Name: \_\_\_\_\_  
 Bank Account Number: \_\_\_\_\_  
 Bank Name: \_\_\_\_\_ Bank Fax Number: \_\_\_\_\_  
 Bank Telephone: \_\_\_\_\_ Currency of Account: \_\_\_\_\_  
 BIC/Swift code: \_\_\_\_\_ Routing/Branch code (as available): \_\_\_\_\_  
 IBAN number (mandatory for all payments to banks in countries that have adopted IBAN): \_\_\_\_\_ ABA Code (mandatory for all US located banks): \_\_\_\_\_

For your protection and to ensure proper entry of your banking details in our systems, please provide a copy of an extract of your bank statement showing bank name, account holder name and address, and account number (usually just the top portion of your bank statement). Please remove or redact any financial information.

If you elect not to be paid by bank transfer, we shall make commission payments by cheque to the Intermediary Registered/Legal Name at the Registered Address listed above in Section A (Intermediary Detail).

12. If available, please supply a copy of your corporate brochure explaining the nature and scope of your operations.

**C. Declaration**

I/we hereby apply to be granted an Intermediary facility with Aetna Global Benefits (UK) Limited/Aetna Insurance Company Limited (the "Appointer") for the purpose of introducing International Private Medical Insurance (IPMI) to the Appointer or its insurers.

I/we confirm that the information given in this application form is true and complete to the best of my/our knowledge. I/we understand that my/our appointment as an Intermediary shall not commence until such time as the Appointer has considered the application, conducted any appropriate due diligence, and confirmed in writing that the appointment has been agreed from a specific date.

I/we understand that, if approved, this application form, together with the attached Intermediary Terms of Business Agreement (both of which may change from time to time), will constitute the terms of business between me/us and the Appointer in respect of IPMI business.

UK Intermediaries must maintain professional indemnity cover in accordance with the levels prescribed by the UK Financial Conduct Authority. Non-UK Intermediaries must maintain professional indemnity cover in accordance with the levels required by their applicable regulator.

I/we authorise the Appointer to make such other enquiries as deemed necessary in consideration of this application and for the purpose of verifying the accuracy of the information and the applicant's suitability for appointment as an Intermediary.

I/we understand that references may be sought for my/our application and to the best of my/our knowledge and belief, the above details are true and accurate. Any attempt to mislead or supply false information to the Appointer will result in the rejection of this application form and/or termination of the Intermediary Terms of Business Agreement.

I/we understand that information supplied on this application form will form part of the data held by the Appointer in accordance with the Data Protection Act 1998 and other relevant legislation.

I/we confirm that I/we have read, understand and agree to abide and adhere to the terms and conditions set out in the attached Intermediary Terms of Business Agreement.

Intermediary Authorised Signatory	Position in Organisation	Date (Day/Month/Year)
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## Intermediary Terms of Business Agreement

### Aetna Insurance Company Limited / Aetna Global Benefits (UK) Limited / UK & EU (New Application)

#### Parties

1. **AETNA INSURANCE COMPANY LIMITED** (a company registered in England & Wales with company number 05956141) whose registered office is at 50 Cannon Street, London, EC4N 6JJ, UK (**AICL**, which includes its successors and assigns);
2. **AETNA GLOBAL BENEFITS (UK) LIMITED** (a company registered in England & Wales with company number 03554885) whose registered office is at 50 Cannon Street, London, EC4N 6JJ, UK (**AGBU**, which includes its successors and assigns); and
3. The person identified in section 1(a) of the Intermediary Application as the **Intermediary**.

Each of the above is a **party** and together the **parties**. Each of AICL or AGBU shall be the **Appointer**, as required depending on whether the Policy is an AICL one, or one arranged by AGBU with the Insurer.

#### Background

- A. AICL is authorised by the PRA and regulated by each of the PRA and the FCA (firm reference number: 458505) to effect and carry out General Insurance business (amongst other things).
- B. AGBU is authorised and regulated by the FCA (firm reference number: 312279) to assist in the administration and performance of contracts of insurance (amongst other things).
- C. The Intermediary is the agent of each Policyholder.
- D. This Agreement applies to the conduct of any business transacted between the Appointer and the Intermediary relating to the Policies.

#### Agreed terms

##### 1. Definitions and interpretation

- 1.1 In this Agreement, the following words or expressions have the following meanings:

- Aetna** Aetna Inc., a corporation registered in Pennsylvania.
- Affiliates** any entity that directly or indirectly controls, is controlled by, or is under common control with another entity. Several companies are under the common control of Aetna, including AICL, AGBU, Aetna Health Insurance Company Of Europe Limited, Aetna Insurance (Singapore) PTE Ltd., Aetna Insurance Company Limited (Singapore Branch) and Aetna Life & Casualty (Bermuda) Ltd.
- Agreement** this agreement and its appendix.
- Commission** the commission payable by the Appointer to the Intermediary in accordance with this Agreement as set out in clause 13 and the Appendix.

<b>Control</b>	the ability to direct the affairs of another, whether by virtue of the ownership of shares, contract or otherwise.
<b>Disclosing Party</b>	has the meaning assigned to it by clause 18.8.
<b>DPA</b>	the Data Protection Act 1998.
<b>FCA</b>	the UK Financial Conduct Authority, including its successor bodies.
<b>General Insurance</b>	has the meaning assigned to it by Schedule 1 Part 1 of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001.
<b>Insurer</b>	the Appointer or its Affiliates, or in certain countries, or territories, another insurer.
<b>Intellectual Property Rights</b>	copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. In relation to the Appointer, Intellectual Property Rights include the rights (a) in the Policy and any documents and printed literature supplied by the Appointer (or any other person) to the Intermediary; and (b) of any other Aetna group company.
<b>Intermediary Application</b>	the document of the same name attached to this Agreement.
<b>Policy</b>	a contract of insurance (as defined in the FCA Handbook) for international private medical (or other) cover between a Policyholder and the Insurer effected pursuant to this Agreement.
<b>Policyholder</b>	a holder of, or a prospective holder of, a Policy.
<b>Premium</b>	the insurance premium paid by or on behalf of a Policyholder in respect of a Policy, excluding insurance premium tax or similar tax imposed from time to time on insurance premiums.
<b>PRA</b>	the UK Prudential Regulation Authority, including its successor bodies.
<b>Recipient</b>	has the meaning assigned to it by clause 18.8.
<b>Regulations</b>	any statute or regulation (or similar in the Intermediary's territory) that is now, or at any time during the subsistence of this Agreement, in force and which in any way relates to the conduct of business, and in particular General Insurance business, by the Intermediary in relation to this Agreement, including the DPA, the Consumer Credit Act 1974 and the Financial Services and Markets Act 2000.

**Regulator** any regulatory authority which regulates the provision of General Insurance to members of the public or other persons, or the conduct of the Intermediary of the Insurer, including the Association of British Insurers; the FCA (or for intermediaries in non-UK EU member states, any Competent Authority, as defined by Article 7 of the Insurance Mediation Directive, 2002/92/EC), the PRA in respect of insurers, and any successor bodies of the same.

1.2 In this Agreement:

1.2.1 a reference to a person includes a corporate body, partnership or other association;

1.2.2 a reference to a clause or the Appendix is a reference to a clause or the Appendix of this Agreement;

1.2.3 clause headings are inserted for convenience and do not affect the construction of this Agreement;

1.2.4 words importing the singular include the plural and vice versa, and words importing the masculine gender include the feminine and neuter genders as may be appropriate;

1.2.5 any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;

1.2.6 a reference to a statute or statutory provision is a reference to (a) English law unless otherwise stated; and (b) such provision as amended, extended or re-enacted from time to time;

1.2.7 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision; and

1.2.8 any reference to an English statute, statutory provision or legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English statute, statutory provision or legal term in that jurisdiction.

## **2. General**

2.1 The Intermediary shall, on the terms and subject to the conditions of this Agreement, market, promote and sell Policies to the Policyholders.

2.2 Nothing in this Agreement:

2.2.1 requires the Appointer to accept any proposal for insurance or the renewal of any existing Policy on behalf of the Insurer if in its sole discretion it declines to do so; or

2.2.2 prevents the Appointer from marketing, promoting and selling Policies direct to the general public or through other intermediaries.

## **3. Warranties of the Intermediary**

3.1 The Intermediary represents and warrants as at the date on which this Agreement becomes effective in accordance with clause 34 that:

- 3.1.1 it has the necessary power and authority to enter into this Agreement;
  - 3.1.2 it is not insolvent and is not subject to any insolvency procedures or proceedings;
  - 3.1.3 is authorised and regulated by the FCA in the United Kingdom, by an alternative EU national Competent Authority or other equivalent Regulator outside the EU;
  - 3.1.4 has all licences, permits and approvals (if any) which are necessary or advisable for the performance of its duties under this Agreement;
  - 3.1.5 complies with all relevant legislation applying to it when transacting General Insurance business;
  - 3.1.6 it (or each of its partners in the case of a partnership) is an independent contractor and responsible for payment of its own tax and national insurance or other payments assessed upon it, and further that it is not an employee, partner or joint venture partner of the Appointer or the Insurer;
  - 3.1.7 the information that it has supplied and will supply to the Appointer and/ or the Insurer, whether relating to any Policyholder in an application form or in correspondence or otherwise, is accurate and complete in all material respects (and shall notify the Appointer promptly if the Intermediary becomes aware of any material change to such information);
  - 3.1.8 no Regulator has refused to grant the Intermediary any authorisation or revoked (whether wholly or partially) any authorisation previously held by the Intermediary;
  - 3.1.9 the Intermediary has not been served with any notice or order restricting its business activities in any country in which the Intermediary carries on business;
  - 3.1.10 the Intermediary is not subject to any disciplinary measures imposed by any Regulator in any country in which the Intermediary carries on business;
  - 3.1.11 neither the Intermediary nor any of its employees have been convicted in relation to any theft, fraud or similar offence of any nature whatsoever in any jurisdiction;
  - 3.1.12 no disciplinary proceedings have been instituted against the Intermediary or any of its employees by any professional body or Regulator;
  - 3.1.13 the Intermediary has in place appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data (as defined in the DPA), and against accidental loss or destruction of, or damage to, Personal Data;
  - 3.1.14 in the event of disaster the Intermediary has adequate policies and procedures in place to ensure the continued performance of its obligations under this Agreement; and
  - 3.1.15 the Intermediary maintains reasonably sufficient means for detecting malicious code (including viruses) on its software systems, together with sufficient means of repairing software systems affected by malicious code, to the intent that the continued performance of its obligations under this Agreement is reasonably assured.
- 3.2 The Intermediary's representations and warranties in this clause are deemed to be repeated on each day of the term of this Agreement and the Intermediary shall notify the Appointer immediately if at any time it is in breach of any of the representations and warranties or any of

them is or becomes untrue. The Intermediary acknowledges that in entering into this Agreement the Appointer relies upon the Intermediary's representations and warranties in this clause.

#### **4. Status**

- 4.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other party, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 4.2 The Intermediary is, and shall at all times to all third parties describe itself as, the agent of the Policyholder and not of the Appointer or the Insurer for all General Insurance advice given and Policies effected in relation to this Agreement. Accordingly, the Intermediary has no authority to legally commit or bind the Appointer or the Insurer to any contract, Policy or other obligation.
- 4.3 In particular, the Intermediary shall not:
  - 4.3.1 issue or bind or confirm cover on behalf of the Insurer for any insurance risk;
  - 4.3.2 vary or attempt to vary the terms and conditions of any Policy;
  - 4.3.3 amend the table of rates, or any other documentation or application forms relating to this Agreement;
  - 4.3.4 make any representation or statement relating to the extent of the cover which is not in accordance with the terms of the Policy;
  - 4.3.5 impose any conditions on behalf of the Appointer or the Insurer in relation to a prospective Policyholder or Policy; or
  - 4.3.6 use any literature in respect of the Policy other than the up to date literature supplied by the Appointer.
- 4.4 The Intermediary is solely responsible for advising the Policyholder as to the suitability of any Policies the Policyholder purchases.

#### **5. The Policy**

- 5.1 The Appointer has the sole discretion to amend the terms of any Policy being marketed, promoted and sold at any time.
- 5.2 If the Appointer makes any amendment pursuant to clause 5.1, it shall notify the Intermediary which shall, from and including the dates specified by the Appointer in such notice for the same:
  - 5.2.1 cease to market, promote or sell any superseded Policy; and
  - 5.2.2 market, promote and sell the amended Policy only.

#### **6. Obligations of the Intermediary**

- 6.1 The Intermediary shall exercise all reasonable skill and care in the performance of its obligations under this Agreement to the standard expected of a reasonably competent intermediary experienced in the field of healthcare insurance policies and act in good faith towards each of the Appointer and the Insurer.
- 6.2 In particular, the Intermediary shall:



- 6.2.1 use all reasonable and proper endeavours to market, promote and sell Policies;
- 6.2.2 provide advice and assistance to each Policyholder in relation to the Policy and the cover to be provided under it;
- 6.2.3 use all reasonable endeavours to (a) procure all facts, information and circumstances (or changes to such facts, information and circumstances) which the Insurer would or may consider to be material to the Insurer's decision whether or not to (i) underwrite the Policyholder's risk or (ii) continue to do so on any given terms; and (b) ensure that the Policyholder promptly, accurately and completely discloses such facts, information and circumstances to the Intermediary (and/or each of the Appointer and the Insurer);
- 6.2.4 use all reasonable endeavours to ensure that the Policyholder pays all Premiums directly to the Insurer promptly by cheque, debit or credit card payment, direct debit, banker's draft or bank transfer;
- 6.2.5 inform the Appointer promptly of any Policyholder complaint about the Appointer or about the Policy received by the Intermediary and to provide the Appointer with all reasonable assistance as required by the Appointer in order to investigate and resolve such complaint;
- 6.2.6 not amend or vary the terms of any Policy without the prior written consent of the Appointer;
- 6.2.7 not market, promote or sell any products of another person, the promotion of which is likely to confuse members of the public into thinking they are products of the Appointer, the Insurer and/or Aetna generally;
- 6.2.8 not make or give any representations, warranties or other statements concerning the Policies which are not true, accurate and complete; and
- 6.2.9 keep accurate and complete records of:
  - 6.2.9.1 all Policies sold by the Intermediary pursuant to this Agreement (including Policyholder details) together with details of all Commissions paid or payable by the Appointer to the Intermediary; and
  - 6.2.9.2 all of the activities it performs in marketing, promoting and selling Policies to the Policyholders,

and shall provide copies and allow inspection of those records, as well as records related to clause 3, by the Appointer upon the Appointer's request.

## **7. Professional indemnity insurance**

The Intermediary shall (a) obtain and maintain in force any necessary and adequate professional indemnity insurance in accordance with applicable regulatory requirements and to ensure that nothing is done which vitiates the same; (b) inform the Appointer immediately in writing if such insurance cover is cancelled, not renewed or is otherwise restricted; and (c) supply a copy of such insurance to the Appointer on the Appointer's request.

## **8. Premium and credit**

- 8.1 In accordance with clause 6.2.4, the Intermediary shall not accept any payment of Premium from any Policyholder.

- 8.2 If the Intermediary breaches clause 8.1 by accepting any such payment of Premium, it shall:
- 8.2.1 observe all necessary regulatory safeguards required by any relevant Regulator to protect such monies in the hands of the Intermediary, including (i) keeping such monies in an adequate bank account (which monies, where legally applicable, the Intermediary shall hold on trust for the sole benefit of the Appointer or the Insurer (as applicable)) and (ii) invoking internal policies and procedures for the protection of such monies; and
  - 8.2.2 immediately transfer such Premium to the Appointer.

## **9. Claims**

- 9.1 The Intermediary has no authority to accept or process claims on behalf of the Insurer in respect of any Policy, and shall not do so, nor make any admission or give advice on behalf of the Appointer or the Insurer as to the manner in which any claim shall be processed or settled.
- 9.2 On becoming aware of a claim under a Policy, the Intermediary shall notify both the Appointer and the Insurer in writing within two days and shall provide all reasonable assistance to the Appointer and/or the Insurer in relation to the investigation and settlement (or rejection) of such claim, including allowing the Appointer to access and copy any relevant materials, records or documents as the Appointer may reasonably require.

## **10. Regulatory requirements**

- 10.1 The Intermediary is solely responsible for complying with all FCA (and, if relevant, PRA) rules or other regulatory requirements applicable to it.
- 10.2 The Intermediary shall advise the Appointer immediately in writing by recorded delivery post:
- 10.2.1 of any changes in its address, trading name or style;
  - 10.2.2 of any proposed change in ownership or Control of the Intermediary or its business;
  - 10.2.3 of any criminal convictions imposed on the Intermediary or any partner, director or employee of the Intermediary; and/or
  - 10.2.4 if any Regulator investigates, fines, suspends or terminates the authorisation of the Intermediary.
- 10.3 The Intermediary is solely responsible for obtaining and maintaining all licences, registrations, permits or approvals necessary for the marketing, promotion and sale of Policies by the Intermediary to Policyholders and the giving of advice or recommendations to Policyholders in respect of the Policies; the Intermediary shall supply copies of any required licences, registrations, permits or approvals to the Appointer upon the Appointer's request.
- 10.4 The Intermediary shall give the Appointer as much advance notice as possible of any prospective or actual changes in the Regulations or any prospective or actual change in any condition in any licence, registration, permit or approval as referred to in clause 10.3 by the date of implementation of that change or as soon as is reasonably possible thereafter.
- 10.5 On receipt of notification from the Intermediary of any change in the Regulations pursuant to clause 10.4, the Appointer shall use reasonable endeavours to ensure that the Policy complies with that change as soon as reasonably practicable from the effective date of such change (provided English law or any European Community regulation or directive or other applicable regulation does not prohibit or conflict with such change).

- 10.6 The Intermediary shall, as directed by the Appointer, comply with all requirements and provisions of any present or future codes of practice relating to the Appointer's business, the Policies, and this Agreement.
- 10.7 The Intermediary shall co-operate fully in any investigation, audit or proceeding of any regulatory or governmental body, or court of competent jurisdiction relating to matters covered by, related to or arising out of this Agreement.

## **11. Anti-bribery, anti-money laundering and sanctions**

- 11.1 Each party shall comply with all applicable anti-corruption and anti-money laundering laws, rules, and regulations in relation to this Agreement, including the Bribery Act 2010, the U.S. Foreign Corrupt Practices Act of 1977 and all applicable rules and regulations of the U.S. Office of Foreign Assets Control and the U.S. Securities and Exchange Commission.
- 11.2 The Intermediary shall conduct its business in accordance with the Appointer's stated policy with respect to bribery as notified to the Intermediary by the Appointer from time to time. In particular, the Intermediary shall not, in the performance of its obligations under this Agreement:
- 11.2.1 make any offer, promise, or payment, or give an advantage to another person with the intent to induce the person to perform a function improperly or to reward a person for performing a function improperly; or
- 11.2.2 make any offer, promise or payment or other thing of value provided directly or indirectly to a government official for the purposes of influencing an official act or decision, to exert influence, or to otherwise secure an improper advantage for the other party.
- 11.3 The Appointer (or, where different, the Insurer) cannot and shall not (and, where different, the Appointer shall use reasonable endeavours to procure that the Insurer shall not) provide any Policy in violation of any U.S., U.N. or E.U. economic or trade sanctions. If the Appointer (or, where different, the Insurer) does provide such Policy in violation of any of these sanctions, such coverage shall be null and void. In particular, the Appointer (or, where different, the Insurer) cannot insure, reinsure or pay for health care services involving a blocked interest or provided in a country under sanction by the United States unless (a) permitted under a written Office of Foreign Asset Control (OFAC) licence and (b) approved by the Appointer.

## **12. United States Tax Reporting**

As a wholly owned subsidiary of a U.S. company, the Appointer requires the Intermediary to, and the Intermediary shall, confirm its status on applicable Forms W-9, W8 (e.g. W-8BEN, W-8IMY or comparable certification form supplied by the Appointer) as appropriate prior to any payment of Commission being made by the Appointer to the Intermediary. If the Intermediary fails to provide a completed Form W-9 or Form W-8 (or comparable certification form as may be supplied by the Appointer), the Appointer may delay payment of Commission or subject the payment to a 30% withholding for tax purposes.

## **13. Commission**

- 13.1 Subject to clause 12 and/or clause 13.2, the Appointer shall pay (or, where different, shall use all reasonable endeavours to procure that the Insurer pays) the Commission to the Intermediary on each Policy in which the risk has been accepted by the Appointer introduced by the Intermediary in accordance with the Commission rates set out in the Appendix, or as otherwise agreed in writing (including by e-mail) between the parties.

- 13.2 The Appointer shall not pay (or, where different, shall use all reasonable endeavours to procure that the Insurer does not pay) the Commission to the Intermediary:
- 13.2.1 until it is in receipt of the Premium from the Policyholder;
  - 13.2.2 during any period when the Intermediary is in breach of any provision of this Agreement;
  - 13.2.3 during any period when any Regulator is investigating the Intermediary's conduct;
  - 13.2.4 in relation to the renewal of a Policy falling due for renewal after the date of termination of this Agreement; and/or
  - 13.2.5 in relation to the renewal of a Policy which the Intermediary did not effect as agent of the Policyholder.
- 13.3 Subject to clause 14, if either the Insurer or a Policyholder terminates a Policy:
- 13.3.1 the Appointer shall pay (or, where different, shall use all reasonable endeavours to procure that the Insurer pays) the Commission to the Intermediary as accrued in accordance with clause 13.7; and
  - 13.3.2 the Intermediary shall refund any Commission to the Appointer which the Appointer has already paid to the Intermediary within 14 days of the date of termination of the Policy,
- in each case on a pro-rata basis for any unexpired part of the Premium.
- 13.4 If the Intermediary breaches clause 13.3.2, or the Intermediary's statement of account with the Appointer shows a negative balance, the Intermediary shall pay interest on the overdue amount to the Appointer at the rate of 4% per annum over the Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount or the statement of account no longer shows a negative balance, whether before or after judgment. The Intermediary shall pay the interest to the Appointer together with the overdue amount.
- 13.5 In the absence of contrary agreement in writing between the parties, the Appointer shall pay (or, where different, shall use all reasonable endeavours to procure that the Insurer pays) the Commission to the Intermediary in the same currency in which the Policyholder paid the Premium.
- 13.6 Commission payable under this Agreement shall be inclusive of all expenses, tax or other costs incurred by the Intermediary in the performance of its obligations under this Agreement.
- 13.7 The Appointer shall pay (or, where different, shall use all reasonable endeavours to procure that the Insurer pays) the Commission to the Intermediary with the same frequency (for example, monthly, quarterly, annually) as it receives Premiums with respect to each Policy.
- 13.8 If any dispute arises as to the amount of the Commission payable by the Appointer to the Intermediary under this Agreement, the parties shall refer such dispute to the Appointer's auditors to determine and settle such dispute, and the auditor's decision shall be final and binding on both parties. If the auditors determine that the Commission payable is equal to or less than the amount calculated by the Appointer, the Intermediary shall bear the auditor's costs.

**14. Set-off**

- 14.1 The Appointer may at any time, with notice to the Intermediary, set-off any liability of the Intermediary to the Appointer against any liability of the Appointer to the Intermediary, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement. If the liabilities to be set-off are expressed in different currencies, the Appointer may convert either liability at a market rate of exchange for the purpose of set-off.
- 14.2 Any exercise by the Appointer of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.
- 14.3 Subject to any set-off by (and at the sole discretion of) the Appointer pursuant to clause 14.1, the Intermediary shall pay all amounts due from it to the Appointer under this Agreement in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

**15. Obligations of the Appointer**

The Appointer shall:

- 15.1 review all underwriting information which it receives from the Intermediary relating to the placement and/or claims collection in respect of any Policy, provided that the Intermediary provides such information to the Appointer in good time to enable the Appointer to (a) send out renewal invitations prior to Policy expiry or (b) for new business, make coverage decisions in good time;
- 15.2 subject to the Intermediary's provision of information pursuant to clause 15.1 in a timely manner, confirm the Intermediary's order for a Policy only once the Appointer receives a clear written instruction (of which the Intermediary must keep a record) from the Intermediary on behalf of the Policyholder to commence cover;
- 15.3 use its reasonable endeavours to assist the Intermediary to comply with all applicable Regulations, including procuring for the Intermediary all documentation or information regarding the Policies in good time to permit such compliance, provided always that the Appointer shall not be liable for the non-co-operation or failure by any third party which results in any non-compliance;
- 15.4 notify the Intermediary as soon as practicable of any notices of cancellation, avoidance or reservation of rights by the Insurer (where different) following receipt of the same;
- 15.5 provide in a timely fashion information reasonably requested by the Intermediary in relation to this Agreement including information regarding the renewal of any Policy on behalf of the Policyholder;
- 15.6 comply with all applicable Regulations, licences, permits and approvals to which the Appointer is subject and which are necessary or advisable for the performance of the Appointer's duties under this Agreement;
- 15.7 exercise the standards of skill and care reasonably expected of and insurer (if the Appointer is an insurer or an insurance intermediary (if the Appointer is an insurance intermediary)).
- 15.8 upon receipt of any claim or notification in respect of a Policy, co-operate with the Intermediary in the administration of such claim or notification.

**16. Confidentiality and Intellectual Property Rights**

- 16.1 Unless otherwise agreed between the parties in writing, each of the parties shall treat any information in its possession which relates to the other's business as confidential.
- 16.2 Without prejudice to the generality of clause 16.1, all insurance ratings and underwriting information provided to the Intermediary by the Appointer under this Agreement are confidential and the Intermediary shall not without the Appointer's prior written consent:
- 16.2.1 communicate such information to any party other than a genuine Policyholder making an application for a Policy in good faith; or
- 16.2.2 use or disclose the same for, or in connection with, any arrangement with any other insurance undertaking or third party.
- 16.3 The Intermediary shall not:
- 16.3.1 use or reproduce the trade marks, trade names, logos or trading styles of the Appointer or the Insurer in any form or promotion or advertising material without the Appointer's prior written consent;
- 16.3.2 use or to allow others to use the Intellectual Property Rights of the Appointer or the Insurer (or any part of them) for any third parties' business purposes;
- 16.3.3 seek to register any Intellectual Property Rights on behalf of the Appointer or the Insurer without the Appointer's prior written consent;
- 16.3.4 use any trade marks, trade names, logos or trading styles which resemble the Appointer's or the Insurer's trade marks, trade names, logos or trading styles and which would therefore be likely to confuse or mislead the public or any section of the public;
- 16.3.5 remove, alter or otherwise tamper with any trade marks, trade names, logos or trading styles of the Appointer or the Insurer from, on or in relation to the Policies or any other materials which come into the Intermediary's possession, custody or control, and shall not place any trade marks, trade names, logos or trading styles of its own on such Policies or other materials; and
- 16.3.6 do or omit to do, or authorise or permit any third party to do or to omit to do, anything which could invalidate or be inconsistent with the Intellectual Property Rights of the Appointer or the Insurer.
- 16.4 The Intermediary shall notify the Appointer of:
- 16.4.1 any actual, threatened or suspected infringement of any Intellectual Property Rights of the Appointer or the Insurer of which the Intermediary becomes aware; and
- 16.4.2 any claim by any third party of which the Intermediary becomes aware that the importation or sale of the Policies into or in the Intermediary's territory infringes any rights of any other person.
- 16.5 Each party shall retain ownership of all its respective rights, including Intellectual Property Rights, in all of its products, data, databases, computer programmes, documents, materials, ideas or other information used in connection with this Agreement and/or in the performance of its business in general. Each party agrees to do whatever is reasonably necessary to confirm or give effect to such ownership. To the extent that any product, data, database, computer programme,

document, material, idea or other information constitutes an original item developed by either party as a consequence of performing services under this Agreement, each party agrees to do whatever is reasonably necessary to confirm or give effect to such rights vesting in the developing party.

- 16.6 The provisions in this clause constitute continuing obligations and shall survive the termination of this Agreement, save to the extent to which such information falls within the public domain, is already known to the other party prior to entering into this Agreement, or is required to be disclosed for legal or regulatory reasons.

## **17. Announcements**

Neither party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

## **18. Data Protection**

- 18.1 The Parties acknowledge and agree that where a Party processes Personal Data under or in connection with this Agreement it alone determines the purposes and means of such processing as a Controller.
- 18.2 In respect of the Personal Data a Party processes under or in connection with this Agreement, the Party:
- 18.2.1 shall comply at all times with its obligations under the Data Protection Law;
  - 18.2.2 shall notify the other Party without undue delay after, and in any event within 24 hours of, becoming aware of a Personal Data Breach; and
  - 18.2.3 shall assist and co-operate fully with the other Party to enable the other Party to comply with their obligations under Data Protection Law, including but not limited to in respect of keeping Personal Data secure, dealing with Personal Data Breaches, complying with the rights of Data Subjects and carrying out data protection impact assessments.
- 18.3 The Parties shall work together to ensure that each of them is able to process the Personal Data it processes under or in connection with this Agreement for the purposes contemplated by this Agreement lawfully, fairly and in a transparent manner and in compliance with the Data Protection Law. This shall include but not be limited to entering into such other written agreements as may be required from time to time to enable each Party to comply with the Data Protection Law.
- 18.4 For the purposes of this clause 18:
- 18.4.1 "Controller" means the person which, alone or jointly with others, determines the purposes and means of the processing of Personal Data;
  - 18.4.2 "Data Protection Law" means all applicable statutes and regulations in any jurisdiction pertaining to the processing of Personal Data, including but not limited to the privacy and security of Personal Data;
  - 18.4.3 "Data Subject" means the identified or identifiable natural living person to whom the Personal Data relates;

18.4.4 "Personal Data" means any information relating to the Data Subject; and

18.4.5 "Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

**19. No assignment or sub-contracting**

19.1 The Intermediary shall not:

19.1.1 assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights and obligations under this Agreement; or

19.1.2 appoint any third party to deal with, promote or advise upon the General Insurance business referred to in this Agreement,

without the Appointer's prior written consent.

19.2 The Appointer may at any time assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights and obligations under this agreement, provided the Appointer gives prior written notice to the Intermediary.

**20. Variation of terms**

Any change to this Agreement shall only be valid if it is in writing and signed by all parties.

**21. Contracts (Rights of Third Parties) Act 1999**

A person who is not a party to this Agreement shall have no right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 or under any other right or remedy.

**22. Severability**

If any provision of this Agreement is invalid or unenforceable, that provision shall be severed from this Agreement and shall not affect the validity of any other provision, which shall remain enforceable by law.

**23. No waiver**

23.1 The failure by the Appointer to require performance by the Intermediary of any provision within this Agreement shall not affect the Appointer's right to require such performance at any time after such failure.

23.2 A waiver of any breach or default of this Agreement shall not constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

**24. Inadequacy of damages**

Without prejudice to any other rights or remedies that the Appointer may have, damages alone may not be an adequate remedy for any breach of the terms of this Agreement by the Intermediary. Accordingly, the Appointer shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Agreement.



**25. Rights and remedies**

25.1 The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

25.2 Each of AICL and AGBU shall have several liability under and in relation to this Agreement.

**26. Electronic communications and document retention**

26.1 The parties may communicate with each other by electronic mail, sometimes attaching further electronic data. By consenting to this method of communication, the parties accept the inherent risks (including the security risks of interception of, or unauthorised access to, such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices).

26.2 Notwithstanding that the parties may have reasonable virus checking processes on their systems, each party shall be responsible for virus checking all electronic communications sent to it by the other. Each party shall also be responsible for checking that the messages received by it are complete.

26.3 Each party shall retain documents for business effected pursuant to this Agreement in electronic or paper format for a minimum of 6 years or longer as specified by relevant legal or regulatory requirements. Thereafter, each party may destroy documents unless prevented from doing so by local regulation and provided always that the party proposing to destroy documents first obtains the prior written consent of the other party, which consent is not to be unreasonably withheld or delayed.

**27. Indemnity**

27.1 The Intermediary, by entering into this Agreement, agrees to indemnify the Appointer from and against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Appointer arising out of or in connection with:

27.1.1 any breach by the Intermediary of its obligations under this Agreement;

27.1.2 any act or omission or any delay by the Intermediary in the performance of such obligations; or

27.1.3 any claim made against the Appointer by a third party arising out of or in connection with the provision of the Policies pursuant to this Agreement, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by the Intermediary, its employees, agents or subcontractors.

27.2 The indemnity under this clause shall apply whether or not the Appointer has been negligent or at fault.

27.3 If a payment due from the Intermediary to the Appointer under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Appointer shall be entitled to receive from the Intermediary such amounts as shall ensure that the net receipt, after tax, to the Appointer in respect of the payment is the same as it would have been were the payment not subject to tax.

27.4 Nothing in this clause shall restrict or limit the Appointer's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

## **28. Termination**

This Agreement shall continue in force unless and until terminated:

28.1 upon either the Appointer or the Intermediary giving to the other 28 days' written notice of termination in writing at any time during the Agreement;

28.2 upon either the Appointer or the Intermediary giving 7 days' written notice to the other if the other commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a reasonable period of being notified in writing to do so;

28.3 immediately upon either the Appointer or the Intermediary giving written notice to the other if:

28.3.1 an order is made or a resolution is passed for the winding up of the affairs of either party;

28.3.2 an order is made for the appointment of an administrator to manage the affairs of either party;

28.3.3 either party enters into a voluntary arrangement with creditors;

28.3.4 there has been a bankruptcy order against either party;

28.3.5 there are insolvency issues or a dissolution of partnership in respect of either party; or

28.3.6 either party ceases to trade.

28.4 The Appointer may terminate this Agreement with immediate effect in the event of death or incapacity of the Intermediary where the Intermediary is a sole trader.

## **29. Consequences of termination**

29.1 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.

29.2 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of each party that have accrued up to the date of termination, including (a) the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination and (b) the obligations set out in clause 13.

29.3 On termination of this Agreement for any reason the Intermediary shall:

29.3.1 cease to promote, market or sell the Policies; and

29.3.2 return to the Appointer (or to another party at the Appointer's direction) at its own expense and within 30 days:

29.3.2.1 all copies of the Policy and other materials supplied by the Appointer and other advertising, promotional or sales material relating to the Policy then in the possession of the Intermediary, or otherwise dispose of the same as the Appointer may instruct; and

- 29.3.2.2 all confidential information of the Appointer which is in the possession or control of the Intermediary.

### **30. Notices**

- 30.1 All notices to be given by a party under this Agreement shall be in writing and served by hand or (where required by this Agreement) by recorded delivery post to the address set out for the recipient in this Agreement or such other address as that party may notify to the other from time to time.
- 30.2 Service shall be effected:
  - 30.2.1 in the case of personal service on the date of actual delivery to the recipient's address; or
  - 30.2.2 if by recorded delivery post on the date of receipt.
- 30.3 Subject to clause 34.2, neither party may effect service by email.

### **31. Entire agreement**

- 31.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 31.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

### **32. Governing law and jurisdiction**

This Agreement is governed by and shall be construed in accordance with English Law and, with the exception of any dispute referred to in clause 13.8, any disputes arising under it (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English courts.

### **33. Translations**

In the event of translation of this Agreement into any other language, and any dispute as to the meaning or interpretation of any term in this Agreement arises, the English version shall prevail.

### **34. Effectiveness of this Agreement**

- 34.1 This Agreement shall become effective and binding on the parties upon:
  - 34.1.1 successful completion of appropriate due diligence on, and approval of, the Intermediary by the Appointer;
  - 34.1.2 the Intermediary signing the Intermediary Application and returning the same to the Appointer; and
  - 34.1.3 once each of the conditions in clauses 34.1.1 and 34.1.2 is met to the satisfaction of the Appointer, the Appointer notifying the Intermediary that this Agreement has become so effective and binding on the date shown below (to be inserted by the Appointer), by sending the Intermediary a dated and counter-signed copy of this Agreement.

34.2 The Appointer may notify the Intermediary by email in relation to this clause, and the Intermediary may rely on such notification, although following any notification by email the Appointer may elect to also notify the Intermediary by hand or by recorded delivery post.

**Aetna Insurance Company Limited**

**Aetna Global Benefits (UK) Limited**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Intermediary Registered/Legal Name**

**Date:** \_\_\_\_\_ (to be inserted by the Appointer pursuant to clause 34.1.3)

\_\_\_\_\_

**Intermediary Signature**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

### Appendix – Commissions

In accordance with clause 13.1, the following rates of the Appointer may be varied by agreement in writing (including by e-mail) between the parties.

#### AICL and AGBU rates

Products	Type of Business	Commission rate (% of annual Premium)	
		Individual business	Group business (maximum 10% for large groups)
<b>Pioneer plans</b>	New Business	15%	N/A
	Renewal Business	15%	N/A
<b>Summit plans</b>	New Business	N/A	15%
	Renewal Business	N/A	15%
<b>UltraCare plans</b> • UltraCare Elite plan • UltraCare Comprehensive plan • UltraCare Select plan • UltraCare Standard plan	New Business	20%	As agreed in writing by the parties
	Renewal Business	20%	As agreed in writing by the parties
<b>UltraCare International Schools plans</b> • UltraCare International Schools Gold plan • UltraCare International Schools Silver plan • UltraCare International Schools Bronze plan	New Business	15%	As agreed in writing by the parties
	Renewal Business	15%	As agreed in writing by the parties
<b>Add-on plans</b> • Travel add-on plan • Personal accident add-on plan • Maternity add-on plan	New Business	Same as main plan choice above	As agreed in writing by the parties
	Renewal Business	Same as main plan choice above	As agreed in writing by the parties

**New Business** shall mean those Policies which incept for the first time on and after the date of this Agreement (as inserted by the Appointer above). In respect of each such Policy, the Appointer shall pay such commission to the Intermediary only for one 12 month period from relevant date of inception and, if the Policy is renewed, the Policy shall become Renewal Business.

**Renewal Business** shall mean those Policies which renew.