

# HARCOURT LIFE IRELAND DAC

## TERMS OF BUSINESS

## I. GENERAL

- 1.1 This statement of Terms of Business sets out the conditions upon which Harcourt Life may accept and administer Business received from an Intermediary.

"the Acts" means the Irish Investment Intermediaries Act 1995, the Irish Insurance Act 2000, the Irish Central Bank and Financial Services Authority of Ireland Act 2003 and the United Kingdom Financial Services and Markets Act 2000, as each may be amended from time to time.

Harcourt Life 'Administer' Business by carrying out instructions received from the Intermediary, or the Client or his Fund Adviser as appropriate, in relation to the Business, and 'Administration' shall be interpreted accordingly.

"Business" means all Life Assurance business (as comprised in Annex 1, Part A of the European Communities (Life Assurance) Framework Regulations 1991, enacted in Ireland, which

- a) Harcourt Life have contracted with Clients,
- b) may be accepted by Harcourt Life as contractual increments to existing policies,
- c) Harcourt Life may in the future decide to accept.

"Client" means the owner of or prospective proposer for a policy with Harcourt Life.

A 'Fund Adviser' means someone appointed by a Client and accepted by Harcourt Life as being suitable to give instructions regarding the composition of the assets allocated to the policy.

An 'Intermediary' is a) an Insurance Intermediary as defined in the Irish Insurance Act 1989 as amended (or its UK equivalent) or b) an individual or a group of individuals or an entity which is in the business of providing independent financial advice to investors.

An Intermediary 'Services' Business for a Client when he instructs Harcourt Life in respect of Business on behalf of the Client, and 'Servicing' and 'Serviced' of Business shall be interpreted accordingly.

- 1.2 (a) The Intermediary shall be the agent of the Client in regard to all aspects of the Business and is not the agent or partner of Harcourt Life. This does not however affect or limit the personal responsibilities of the Intermediary to Harcourt Life as set out in these Terms of Business.

(b) Without limitation or restriction of the rights of Harcourt Life against the Intermediary under this statement and in law, Harcourt Life and their advisers may inspect, verify or examine or copy (as it may deem necessary to protect its interests) the Intermediary's procedures, records, books, accounts, literature and other business aspects as are reasonably relevant to the selling and administration of Business.

(c) The Intermediary accepts that it has no authority in any event to agree with a client any modification of the terms of Harcourt Life's standard contracts issued to Clients or to agree on behalf of Harcourt Life and for the benefit of a Client or other person any indulgence or favour.

(d) The Intermediary is not empowered to bind Harcourt Life by any statement, written or oral unless expressly authorized in writing by Harcourt Life.

- 1.3 The Intermediary warrants that it has full authority from the Client and all the necessary official, regulatory and other authorizations under the Acts and/or other relevant legislation and regulation in the jurisdiction where the Business is or was sold, as applicable, or from which it is Serviced and otherwise for acting on behalf of the Client with Harcourt Life and all incidental and consequential acts, operations and events.

**1.4** In connection with all transactions with Harcourt Life the Intermediary hereby undertakes that:

- During the term of these Terms of Business, the Intermediary shall immediately notify Harcourt Life in writing of any criminal conviction (except minor driving offences) of the Intermediary or any director, partner, principal, manager, advisor or member of staff of the Intermediary.
- The Intermediary shall comply with such provisions of the Acts as apply to his operations and with any and all applicable codes of conduct prescribed or issued from time to time pursuant to the Acts.
- The Intermediary shall forthwith advise Harcourt Life in writing if it no longer qualifies as an Insurance Intermediary (as that term is defined in the Irish Insurance Act 1989 and equivalent UK legislation as amended) and if it cancels or has cancelled an appointment with any other insurer from which it has an appointment as an Intermediary at the date of signing of these Terms of Business.
- The Intermediary shall advise Harcourt Life immediately in writing if the Intermediary becomes aware of circumstances which could give rise to a claim under any of the policies sold through the Intermediary under these Terms of Business.
- To help prevent money laundering, evidence of the identity of all Clients introduced by the Intermediary shall be obtained and recorded (prior to the placing of Business with Harcourt Life) under procedures maintained by the Intermediary in accordance with the provisions of the European Council Directive 91/308/EEC as amended, where applicable, and all other legislative and official regulations and guidance. The Intermediary shall also comply with any additional requirements of Harcourt Life from time to time notified to the Intermediary.
- Without detracting from the obligations immediately above the Intermediary shall forward to Harcourt Life with the documents for the Business transaction such duly completed forms relating to verification of third party identity as Harcourt Life may require from time to time.
- Business submitted by the Intermediary shall be lawfully sold or procured under the legislation and regulations applicable in all relevant jurisdictions.

**1.5** The Intermediary shall indemnify Harcourt Life against any loss or expense sustained by Harcourt Life as a consequence of the Intermediary failing to act or acting outside or in breach of the provisions of any of the Terms of Business or any applicable law or regulation.

**1.6** The Intermediary will promptly notify any change of name or restructuring of its firm or company to Harcourt Life.

**1.7** Harcourt Life shall be entitled (without identifying any Client or Intermediary) to disclose and/or use any information or data supplied by the Intermediary to Harcourt Life for the purposes of exchanging information, conducting market research, preparing strategic or other marketing plans or gauging product sales or product performance with any organization with which Harcourt Life have a contractual relationship or otherwise to any party as is consistent with the effecting of the above approved uses of such information.

## **2. COMMISSION**

**2.1** For Business submitted where the Client is a resident of the United Kingdom or of Ireland all matters relating to the payment of commission by Harcourt Life and all product and commission disclosure made by Harcourt Life or the Intermediary shall be governed respectively by the Acts to the extent that such principles and rules are applicable.

- 2.2** The foregoing matters covered in Clause 2.1 (including where Client is not resident in the United Kingdom) shall also be regulated by the laws and regulations of any other jurisdiction as applicable provided that the liabilities of Harcourt Life shall not be increased thereby in excess of those liabilities which would apply were such matters solely regulated by Irish Law and the Acts.
- 2.3** Harcourt Life shall pay to the Intermediary named in these Terms of Business commission (in accordance with these Terms of Business) on all Business submitted to Harcourt Life and accepted by them and not cancelled by or on behalf of the client during a "cooling off" or "cancellation" period. It shall be open to an Intermediary not to accept Harcourt Life's offer of commission, or to accept an amount of commission which is less than the full amount offered, whereupon Harcourt Life shall apply the amount of the commission offered, reduced by such amount, if any, as has been accepted by the Intermediary, in providing enhanced benefits under the policy.
- 2.4** On acceptance of Harcourt Life's offer of commission, the Intermediary will be entitled to an amount of commission at rates set from time to time by Harcourt Life. A note of the rates applicable at any time shall be available on request and the rates may be varied by Harcourt Life without notice subject to all necessary disclosures required by law. All payments of commission to Intermediaries are subject to prior payment of the premiums to which they relate.
- 2.5** In the event of the Intermediary ceasing to be authorized as stated in Clause 1 above and/or where the Client or Intermediary notifies Harcourt Life that the Intermediary is no longer the agent of the Client (or such cessation of agency may be reasonably inferred) and/or the Intermediary is no longer permitted to act in relation to the Business due to any applicable law or regulation, Harcourt Life shall not pay and shall cease to pay commission other than any unpaid initial commission.
- 2.6** Harcourt Life's statement of account (which may as agreed with the Intermediary be contained in writing, disk, tape, direct on-line communication to computer terminal or any other method of communication) shall be the prime record of commission due to the Intermediary and of any money due to Harcourt Life from the Intermediary.
- 2.7** Commission shall be paid, unless otherwise agreed, to the Intermediary monthly in arrears on the later of the date of receipt of the completed Business proposal and the clearance of the first premium or revised premium cheque. Harcourt Life may however defer payment of commission until there is due to the Intermediary a total of at least 100 (or the equivalent in other currency), or such other amount as Harcourt Life may notify, is due to the Intermediary.
- 2.8** Commission shall be payable in Euro unless the parties agree otherwise, when payment shall be subject to such terms as are agreed in writing in respect of the Business.
- 2.9** Harcourt Life may from time to time make such relevant searches and checks in respect of the Intermediary and its owners/principals (including in relation to credit worthiness) as it sees fit.
- 2.10** One commission only will be paid by Harcourt Life in respect of any policy secured and if two or more Intermediaries claim commission in relation to the same policy the commission shall be paid to the Intermediary who has submitted to Harcourt Life the original proposal form in relation to which the first premium has been paid or has made the original request to exercise an option under a policy unless that Intermediary shall authorize Harcourt Life in writing to divide any commission payable in relation to a policy or policies proportionately between two or more Intermediaries.

### **3 REPAYMENT OF MONEY TO HARCOURT LIFE**

- 3.1** Where money is to be paid, repaid or reimbursed to Harcourt Life, according to Clause 2 and whether debited to the commission account or not, it shall be due and payable in terms of this agreement without any formal demand for payment being issued by Harcourt Life unless otherwise stated in the Terms of Business.

- 3.2** If payment arrangements, satisfactory to Harcourt Life are not made to clear a debt within 28 days of a written demand by Harcourt Life, Harcourt Life may notify credit reference agencies and other financial institutions of details of the commission account.
- 3.3** Where commission is paid or overpaid in error Harcourt Life reserve the right to recover that commission directly or by means of debiting the relevant amount of commission owed by the Intermediary from any monies due to the Intermediary under these Terms of Business or any related contract held with any company associated directly or indirectly with Harcourt Life.
- 3.4** If the Intermediary shall at any time be deemed to be acting as the agent of Harcourt Life pursuant to the provisions of the Acts then Harcourt Life reserve the right to seek reimbursement in full from the Intermediary of all loss, damage or liability incurred or sustained by Harcourt Life or either of them (including without limitation or legal fees, costs, disbursements and expenses) which result from the professional negligence or misconduct of the Intermediary or any director, principal, partner, manager, sales person, advisor, consultant, employee, servant or agent of the intermediary.

## **4 DOCUMENTATION**

- 4.1** According to all applicable laws and regulations the Intermediary must pass on immediately, without amendment, any documentation which is either supplied by Harcourt Life for the benefit of or for completion by the Client, or provided by the Client in relation to the Business.
- 4.2** The Intermediary must show the name of the authority or regulatory body by which the Intermediary has been authorized and his authorization number on each Business proposal submitted to Harcourt Life.
- 4.3** Harcourt Life may send communications directly to the Client.
- 4.4** All books and documents, computer hardware and software belonging to Harcourt Life and in the possession of the Intermediary must at all times be available to Harcourt Life for inspection and be delivered in good condition (fair wear and tear excepted) to Harcourt Life by the Intermediary on demand.
- 4.5** Other than by using standard material supplied by Harcourt Life for this purpose, the Intermediary must not publish, circulate, issue or release any advertisement or literature relating to the business of Harcourt Life or make use of Harcourt Life's names in similar promotional activities without previous written authorization by an officer of Harcourt Life.

## **5 PAYMENT OF PREMIUMS THROUGH THE INTERMEDIARY**

- 5.1** If the Intermediary undertakes to the Client to pass monies to Harcourt Life he must do so promptly and without deduction unless previously agreed in writing with Harcourt Life. In so doing, the Intermediary is not acting as an agent of Harcourt Life.
- 5.2** The Intermediary is not authorized to issue evidence of payment on behalf of Harcourt Life.

## **6 VARIATION**

- 6.1** Harcourt Life may vary the Terms of Business contained in this statement subject to one month's notice being given to the Intermediary, except in circumstances where changes in the rules of a relevant regulatory organisation or any applicable law or regulation are such as to require the changes to the Terms of Business to take effect earlier than that date, in which event such changes shall have effect on such earlier date and notice of variation shall be given

as soon as is reasonably practicable. Such variation shall not affect contracts in force or requests made in relation to Business received by Harcourt Life before the variation to the Terms of Business takes effect.

## **7 TERMINATION**

**7.1** Without affecting or restricting the general powers of Harcourt Life under Clause 6.1 above, these Terms of Business may be terminated at any time by either party after one month's written notice to the other party so that no instructions from the Intermediary shall be accepted by Harcourt Life after the expiration of such notice.

**7.2** These Terms of Business may be terminated by Harcourt Life with immediate effect so that no instructions from the Intermediary in respect of the submission or Servicing of Business shall be accepted by Harcourt Life, and without liability on Harcourt Life's part, by written notice to such effect to the Intermediary on the occurrence of any one or more of the following:

- (a) any material breach by the Intermediary of any of the provisions contained within these Terms of Business;
- (b) misconduct on the part of the Intermediary which is or could be prejudicial to the Harcourt Life's business or reputation;
- (c) Revocation or suspension of the Intermediary's authorisation by any relevant regulatory body;
- (d) Cessation or suspension or intended cessation or suspension of the Intermediary's operation;
- (e) litigation or reconstruction involving the Intermediary including (without limitation of the foregoing) bankruptcy, dissolution, administration, liquidation, receivership, examinership, compounding with creditors, winding up or seizure of assets;
- (f) if the Intermediary purports to assign the burden or benefit or charge the benefit of these Terms of Business.

**7.3** Any termination of these Terms of Business by Harcourt Life shall be without prejudice to any other remedies that Harcourt Life may be able to pursue against the Intermediary including remedies that Harcourt Life may be able to pursue against the Intermediary in respect of accrued rights under these Terms of Business.

**7.4** The Intermediary shall keep Harcourt Life advised in writing of any facts known to it within the scope of 7.2(a) to (f) above.

## **8. CONSEQUENCES OF TERMINATION**

**8.1** Subject to Harcourt Life having given written notice (if any) of termination to the Intermediary in terms of Clause 7 above the Intermediary shall on termination of these Terms of Business:

- (a) return to Harcourt Life forthwith any property belonging to Harcourt Life;
- (b) repay all sums then outstanding to Harcourt Life;
- (c) be entitled to any unpaid initial commission falling due before the date of such written notice, if any.

Subject to clause 2.5 above, the Intermediary shall be entitled to renewal commission after the termination date (or the date of written notice where applicable) only in the following circumstances:

- where the Business commenced prior to such date,
- for as long as such Business remains in force and has not matured or been surrendered,
- if the Intermediary has at all times complied with these Terms of Business,
- if the Intermediary remains the appointed intermediary for the particular Client(s) to whom the relevant payment relates.

(d) Harcourt Life may communicate notice of such termination to any the Intermediary's Clients/ policyholders associated through these Terms of Business with the Intermediary.

## **8 APPLICABLE LAW AND JURISDICTION ETC**

- 9.1** These Terms of Business are subject to, and shall be construed in accordance with Irish law.
- 9.2** The Intermediary irrevocably agrees that the Courts of Ireland shall have non-exclusive jurisdiction to hear and determine any suit, action or procedure and to settle any disputes which may arise out of or in connection with the Terms of Business.
- 9.3** Submission to the jurisdiction of the Courts of Ireland shall not, however, limit the right of Harcourt Life to take proceedings against the Intermediary in any other Court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction.
- 9.4** Any document to be served by one party on the other shall be sent to its address for correspondence in the case of Harcourt Life and to its head office in the case of the Intermediary or such other address as has been notified by the party to receive the notice as the proper address for service.
- 9.5** Any failure or delay by Harcourt Life to exercise their rights under these Terms of Business and/or in law shall not be deemed to operate as a waiver of any such rights of Harcourt Life nor prejudice their enforcement in any way.
- 9.6** These Terms of Business embody the entire understanding of Harcourt Life and the Intermediary and there are no promises, terms, conditions or obligations oral or written expressed or implied other than those herein contained. Any previous agreements or arrangements made between Harcourt Life and the Intermediary are hereby terminated.
- 9.7** An appointment of an Intermediary under these Terms of Business means that the Intermediary holds an appointment with Harcourt Life and termination of the appointment held by the Intermediary with Harcourt Life automatically terminates the appointment in respect of the other entity.

**Address for correspondence:**

Harcourt Life Ireland Designated Activity Company, 16 Joyce Way, Park West Business Park, Dublin 12, Ireland.

Telephone number (+353-1) 804 4000. Telephone calls may be recorded.

Fax (+353-1) 804 4005. Website address: [www.harcourtlife.ie](http://www.harcourtlife.ie)

## Harcourt Life

### TERMS OF BUSINESS AGREEMENT

To be completed and returned to:  
Harcourt Life at 16 Joyce Way, Park West Business Park, Dublin 12, Ireland.

1. (a) Name under which you have received authorisation to give independent

advice (b) Trading name (if different)

Please list all local authorisations, permits and licences issued by governmental professional bodies around the world in respect of your business. Please give the name of body through which authorisation/permits/licences have been granted and authorisation numbers if any. *(Please include proof of your authorisation status).*

If not authorisation is required- please give reasons.

2 (a) Business profession or occupation

(b) Sole Trader/Partnership/Limited Company/Other? (if other, please clarify legal status)

3 Registered address & Business address if different from registered address

Country

Post Code

4 Tel no (including all local dialing codes)

Fax no (including all local dialing codes)

Main contact person for telephone and written enquiries:

5 If a firm, year established

(Please enclose a copy of previous years Accounts)

6 (a) Are all sales consultants engaged by you on an "employed" basis as opposed to a "self employed basis"?

Yes / No

(b) What are the main activities undertaken by the business?

(c) In what countries are your customers predominantly resident and are they local nationals?

(d) Do you undertake discretionary management functions on behalf of clients?

**7** Names, private addresses (including country) and Qualifications of Principal(s)/Director(s); Executive Managers; partners; shareholders; sole proprietors (whichever is applicable):

Country	Post Code
Qualifications	

Country	Post Code
Qualifications	

Country	Post Code
Qualifications	

**8** Name and address of your bank

Country	Post Code
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Tel no (including all local dialing codes) Fax no (including all local dialing codes)

Main contact person for telephone and written enquiries

**9** Please give details of your Accountants:

Name of firm

Address

Country

Post Code

Tel no (including all local dialing codes)

Fax no (including all local dialing codes)

Main contact within the firm

**10** Please give the name of two insurance/financial companies prepared to give references in regard to your business's good standing:

Name of Company

Address

Country

Post Code

Contact Person

Fax no (including all local dialing codes)

Name of Company

Address

Country

Post Code

Contact Person

Fax no (including all local dialing codes)

**11** Have you / your firm or any of the people named in (7) above ever:

- been charged with or convicted of any offence under any law relating to dishonest or fraudulent conduct? Yes / No
- been convicted of any offence or subject to regulatory penalty/sanction etc. under any law relating to financial services or companies? Yes / No
- been the subject of legal proceedings in relation to bankruptcy, insolvency, receivership, liquidation or inability to continue trading or failure to pay debts due or made an arrangement with creditors? Yes / No
- been a Director of a company which has been wound up other than for solvent amalgamation or reconstruction? Yes / No
- been refused an agency with any financial institution, insurance society or company in any particular Country? Yes / No

*If the answer to any of these questions is "yes" or cannot be given as "no", please give details in respect of the relevant Questions below:*

**12** Do you hold Terms of Business Agreements (or Agencies) with other Insurance Societies or Companies?

If so, please state with whom and in which jurisdictions.

**13.** Please state the currency you wish to be paid in. If you do not complete this section, commission will be paid in Euro.

I/We have read the terms of the Harcourt Life's Limited Terms of Business Statement.

We agree to observe and be bound by the terms of that document as it may be amended from time to time. We acknowledge that acceptance of this agreement is at the discretion of Harcourt Life and that Harcourt Life is not obliged to give reasons for a refusal to enter into a Terms of Business Agreement.

We declare that all answers given in this application are true and complete and agree to Harcourt Life seeking a reference from anyone mentioned or referred to in this form. We acknowledge that Harcourt Life will not release the contents of any reference received.

To be signed by a director, sole trader or all partners as appropriate.

On behalf of *(Intermediary name)*

## **PRIVACY STATEMENT**

Our Privacy Statement explains when and why we collect personal information about our customers, how we use it, the conditions under which we may share it with others and how we keep it secure. It also explains how long we keep customer information for, how a customer can obtain details of the information we keep and the choices customers have about how we use that information. You can find a copy on our website [www.harcourtlife.ie](http://www.harcourtlife.ie) or you can request a copy from our Customer Service Team.

Address for correspondence:

Harcourt Life Ireland Designated Activity Company, 16 Joyce Way, Park West Business Park, Dublin 12, Ireland.

Telephone number (+353-1) 804 4000. Telephone calls may be recorded.

Fax (+353-1) 804 4005. Website address: [www.harcourtlife.ie](http://www.harcourtlife.ie)