



# Terms of Business Agreement for Authorised Intermediaries

Please sign this document and return to Unum.  
Also, please keep a copy for your records.

## 1. Scope

- 1.1 This Agreement sets out the terms and conditions upon which Unum Limited (“Unum”) accepts Business from an Intermediary.
- 1.2 The Intermediary shall at all times comply with the FCA and PRA Handbooks and in particular with the FCA’s Sixth Principle regarding Treating Customers Fairly.
- 1.3 Unum reserves the right at its discretion not to open a Commission Account for, or accept Business from, the Intermediary, but will generally provide reasons for non-acceptance subject always to confidentiality requirements.
- 1.4 If the Intermediary is a Network, Unum reserves the right, on five Business Days’ prior written notice to the Network (copied to the Appointed Representative concerned), to decline to accept further Business from the Appointed Representative named in the notice.
- 1.5 The Intermediary will explain to the Client and make it clear that the Intermediary acts as the agent of the Client in relation to all aspects of the Business and not as agent for Unum, except insofar as is necessary to give effect to the Intermediary’s personal responsibilities to Unum as set out in this Agreement (in particular, but not limited to, Money Laundering requirements as set out in clause 10).
- 1.6 The Intermediary agrees to comply with this Agreement and advise Unum promptly of any changes to its regulatory status or, in relation to an Intermediary who is a Professional Firm, any changes to its regulation by a Designated Professional Body.
- 1.7 The Intermediary shall ensure that all data submitted to Unum is accurate to the best of the Intermediary’s knowledge and has been obtained through discussion with the Client.
- 1.8 References in this Agreement to any statutory provision shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under any such re-enactment.
- 1.9 Words denoting the singular number only shall include the plural number also and vice versa, words denoting one gender only shall include the other gender and words denoting persons only shall include individuals, firms, companies, corporations, and any unincorporated body of persons and vice versa.
- 1.10 Unless the context otherwise requires, references to any clause, sub-clause or schedule is to a clause, sub-clause or schedule (as the case may be) of or to this Agreement.

## 2. Definitions

In this Agreement, unless the context otherwise requires:

**“Act”** means The Financial Services and Markets Act 2000;

**“Agreement”** means the terms and conditions contained in this document and any document referred to in it;

**“Appointed Representative”** has the meaning given by the glossary in the FCA Handbook;

**“Associated Company”** means, in relation to Unum, any subsidiary company or holding company or subsidiary of a holding company (as defined in section 1159 of the Companies Act 2006) of Unum for so long only as it remains a subsidiary or holding company or subsidiary of a holding company of Unum;

**“Business”** means any agreement where an Intermediary’s Client purchases any of Unum’s financial products;

**“Business Day”** means a day other than a Saturday, Sunday or public holiday in England;

**“CAAF”** means Unum’s Commission Account Administration Form as amended from time to time;

**“Client”** means a client or potential client of the Intermediary who may wish to enter into Business;

**“Commission”** means any payment by Unum to the Intermediary in consideration for placing Business;

**“Commission Account”** means any of one or more discrete numbers allocated under this Agreement to the Intermediary for the purposes of conducting Business;

**“Commission Statement”** means the statement of account (which may be contained in writing, disk, tape, or any other storage media) and shall be the prime record of Commission due to the Intermediary;

**“Commission Schedule”** means Unum’s Commission Flexibility and Rates of Commission schedules as amended and notified to the Intermediary from time to time;

**“Confidential Information”** means information in any form (whether or not recorded, and if recorded, regardless of medium) and emanating from whatever source. The Confidential Information includes (but is not limited to) financial data and formulae, personal data as defined in the DPA, all business and trade secrets, methods of doing business, customer lists of Unum or any Associated Company and any document marked confidential. It does not include information already in the public domain, any information which a party can show it knew prior to its disclosure pursuant to this Agreement or any information which has been made available by a third party (without any subsisting obligations of confidentiality);

**“Designated Professional Body”** has the meaning given by the glossary in the FCA Handbook;

**“DPA”** means the Data Protection Act 1998;

**“FCA”** means the Financial Conduct Authority;

**“FCA Handbook”** means the handbook published by the FCA, as amended from time to time, which sets out the principles, rules and guidelines for providers of financial services;

**“FCA Register”** means the register made publicly available by the FCA showing the authorisation status of all currently or previously registered providers of financial services;

**“Group Business”** means where the Client is an employer, trustee, association or similar affiliation organisation that purchases Unum financial products;

**“Indemnity Commission”** means an immediate advance of the full Initial Commission discounted at 1% per month compound due to be earned over the Initial Period of the Business;

**“Individual Business”** means an agreement for a Unum financial product insuring a single life;

**“Initial Commission”** means any Commission paid in respect of Individual Business relating to the Initial Period of each policy or policy increment;

**“Initial Period”** means, in relation to Individual Business, that period defined in the Commission Schedule, and for Group Business, the first 12 months of the contract with the Client;

**“Intellectual Property Rights”** means all and any intellectual and industrial property rights anywhere in the world, including, without limitation, any invention, patent, design or utility model rights, any copyright and trade marks, service marks, database rights, topography rights, trade names, domain names, commercial or Confidential Information, know how, corporate symbol, logo and any other rights of a similar nature whether or not any of the same are registered, and the right to apply for any of them;

**“Intermediary”** means a legal person who has signed this Agreement and/or completed the CAAF and who is either authorised under the Act to carry out regulated activities or is a Professional Firm authorised by a Designated Professional Body.

**“Network”** has the meaning given by the glossary in the FCA Handbook;

**“OFAF”** means Unum’s Online Facility Application Form which, upon completion by the Intermediary, will form part of this Agreement;

**“Ongoing Commission”** means any Commission paid in respect of a policy after the Initial Period for the policy or an increment thereto has elapsed;

**“Online Facility”** means the process or processes specified by Unum by which Business is conducted online via Unum’s Website or by any other electronic communications network or service provided by Unum from time to time;

**“PRA”** means the Prudential Regulation Authority;

**“PRA Handbook”** means the handbook published by the PRA, as amended from time to time, which sets out the principles, rules and guidelines for providers of financial services;

**“Professional Firm”** has the meaning given by the glossary in the FCA Handbook;

**“Unum’s Website”** means <http://www.unum.co.uk> or such other website addresses nominated by Unum from time to time.

### 3. Commission

- 3.1 Commission will accrue at the rate and in the manner set out in Unum’s Commission Schedule as amended by Unum from time to time upon at least one month’s prior written notice to the Intermediary.
- 3.2 Unum will credit or pay Commission on all Business submitted to Unum by the Intermediary and accepted by Unum, provided always that:
  - 3.2.1 in respect of Group Business, Commission will be deemed to be due when Unum has received each premium in cleared funds;
  - 3.2.2 in respect of Individual Business, Commission will be deemed to be due when:
    - 3.2.2.1 Unum has received the first premium in cleared funds; and
    - 3.2.2.2 Unum has received the direct debit mandate; and
    - 3.2.2.3 the 30 calendar days cooling off period has elapsed.
  - 3.2.3 the Intermediary continues to be authorised by its Designated Professional Body or the FCA or PRA, its authorisation has not changed in such a way as to prevent it from carrying out its obligations under this Agreement and the Intermediary continues to be available to service its Clients.
- 3.3 Commission payable by Unum to the Intermediary will be paid monthly in arrears unless otherwise agreed in writing by Unum save that Unum may defer payment of Commission until a total of at least:
  - 3.3.1 £30 is payable in the case of a BACS transfer; or
  - 3.3.2 £300 is payable when a cheque payment is required by the Intermediary,or other such amount as Unum may notify to the Intermediary from time to time.
- 3.4 All premiums must be remitted to Unum without deduction of Commission or set off.

- 3.5 Unum may also (other than in circumstances set out in sub-clause 3.7.1) credit or pay Commission on Business submitted to Unum from another Intermediary, provided that the other Intermediary has relinquished in writing his right to the Commission in respect of that Business in favour of the Intermediary and Unum is satisfied that no other person has any valid claim to such Commission.
- 3.6 Where Business has lapsed, transferred or terminated, the Intermediary must repay to Unum any Commission already paid in respect of a premium that has not been received and accepted by Unum at the time of such lapse, transfer or termination. In addition, in the event of overpayment of Commission for any other reason, the Intermediary shall repay the appropriate amount to Unum without any deduction or set off being made by the Intermediary.
- 3.7 Unum reserves the right to cease paying Commission (and terminate the Intermediary's servicing rights where reasonably necessary) in any of the following circumstances:
- 3.7.1 the Intermediary or the Client notifies Unum that the Intermediary is no longer to be the agent of the Client. Unum may take such steps it considers necessary to verify whether the Intermediary is still acting for the Client and will accept the Client's advice as to whether another intermediary is giving advice to such Client. In such cases the Intermediary will be notified accordingly;
- 3.7.2 the death of the Intermediary;
- 3.7.3 the entry of the Intermediary into voluntary arrangements or composition with the Intermediary's creditors, the commencement of bankruptcy or winding up proceedings against the Intermediary or upon the appointment of a receiver, administrator or of an administrative receiver over any of the assets of the Intermediary or the entry of the Intermediary into voluntary or compulsory liquidation (except for the purposes of a solvent amalgamation or reconstruction which has been given the prior written consent of Unum);
- 3.7.4 if the Intermediary is unable to pay its debts (as defined by section 123 of the Insolvency Act 1986);
- 3.7.5 if the Intermediary ceases to be authorised by the FCA or PRA or its authorisation on the Financial Services Register is changed in such a way as to prevent it from carrying out its obligations under this Agreement or, in relation to a Professional Firm, it is no longer regulated by its Designated Professional Body;
- 3.7.6 termination of this Agreement by Unum or the Intermediary.
- 3.8 Subject to clause 3.9 below, in the event that more than one claim for the same Commission shall be made, Unum shall pay Commission in accordance with the following:
- 3.8.1 for Group Business, Commission will be paid to the Intermediary appointed at the time the premium to which the Commission relates was received by Unum;
- 3.8.2 for Individual Business, Initial Commission (for an Initial Period of up to 4 years) will be paid to the Intermediary appointed at the time of receipt by Unum of the first premium. Any new Intermediary appointed during the Initial Period will be entitled only to Initial commission on any premium increments starting after the date of its appointment. Should the policy lapse within the Initial Period, any unearned element of the Indemnity Commission will be re-claimed from the Intermediary to whom the Initial Commission was paid originally.
- 3.8.3 for Individual Business, Ongoing Commission will be paid to the Intermediary appointed at the time of receipt by Unum of each continuing premium.
- 3.9 In the event of a dispute arising between two or more Intermediaries in respect of any Commission, Unum shall have the discretion to direct to whom such Commission shall be payable and in exercising its discretion it may take into account any wishes expressed by the Client. If the Commission has already been paid out in error to one party, Unum reserves the right to re-claim such Commission from that party in order to pay it to the correct party.
- 3.10 Unum cannot accept any responsibility for the tracing of "missing Commission" once it is paid in good faith to the Intermediary's designated bank account.
- 3.11 If the Intermediary fails to repay to Unum any monies due to Unum (including Indemnity Commission) then the Intermediary shall pay interest at a rate of 2% per month on the monies calculated from the date of demand until payment is received by Unum.

- 3.12 All matters relating to the payment of Commission by Unum to the Intermediary shall be governed by the FCA and/or PRA Handbooks.
- 3.13 The Intermediary shall abide by the current regulatory requirements (and as subsequently amended) of the FCA in respect of Commission disclosure.

## 4. Indemnity Commission

- 4.1 On request by the Intermediary (and where Unum agrees in writing) Unum will pay Indemnity Commission on Individual Business only in accordance with the Commission Schedule.
- 4.2 For the purposes of this clause 4 "Family" includes spouse, co-habitant, parent, children, siblings and grandchildren.
- 4.3 Indemnity Commission will not be advanced to the Intermediary (including any associated company of the Intermediary as defined in section 1159 of the Companies Act 2006) in respect of policies effected for the Intermediary or any employee, company representative or Family of the Intermediary. If the Intermediary has Appointed Representatives, then the provisions of this clause 4 shall also apply to each of the Appointed Representatives as if it were the Intermediary.
- 4.4 The full amount of such Indemnity Commission shall be due and payable to the Intermediary in accordance with sub-clauses 3.2, 3.3 and 3.4.
- 4.5 In the event of Individual Business being suspended for any reason, or terminating by reason of a premium payable not being paid for whatever reason when due, unearned Indemnity Commission shall be repaid immediately by the Intermediary in accordance with clause 5.2.
- 4.6 Unum may vary or withdraw any rights under this clause 4 upon reasonable prior written notice to the Intermediary.

## 5. Indebtedness

- 5.1 As long as there is any indebtedness of any nature whatsoever outstanding from the Intermediary to Unum such sums as are owing will be repayable to Unum immediately on request and any Commission, fees or other charges which would otherwise immediately accrue to the Intermediary will accrue instead to Unum in order to reduce the indebtedness by the amount of such Commission, fees or charges.

- 5.2 Any unearned Indemnity Commission due to Unum shall be repaid immediately by the Intermediary or, at Unum's absolute discretion, set off against any other Commission due under any Commission Account held by the Intermediary.

## 6. Documentation

- 6.1 The Intermediary undertakes to pass on immediately to Unum or the Client (as applicable) without amendment (unless such amendment is countersigned by the Client) any documentation which is either supplied by Unum for the benefit of, or for completion by, the Client or which has been provided by the Client in relation to the Business or any proposal thereof.
- 6.2 Unum reserves the right to send communications direct to the Client.
- 6.3 All books, product literature, documentation, computer software or other material belonging to Unum and in the Intermediary's possession shall at all times be made available to Unum for inspection and shall be delivered immediately to Unum upon request.
- 6.4 The Intermediary shall permit Unum, its representatives or auditors, upon reasonable notice, access to its books, accounts, records, systems or such other information relevant to this Agreement and the submission of Business for the purpose of verifying the Commission received and the Intermediary's compliance with its legal and regulatory obligations.
- 6.5 The Intermediary will notify Unum of any changes in its address or contact details since completion of the CAAF.
- 6.6 It is the responsibility of the Intermediary as agent of the Client to ensure that the Client is aware of the need to inform Unum immediately of any change in the Client's health or personal circumstances (or those of lives insured in relation to Group Business) that may impact on product application forms completed previously by the Client, before Unum assumes risk for all cover applied for. Such changes would include, but not be limited to, attending (or expecting to attend) doctor, hospital or clinic consultations, treatment as an in-patient, medical scans, tests, any change in occupation or hazardous sports or pastimes.
- 6.7 The Intermediary will show the Intermediary's FCA/PRA Firm Reference number and status of the Client on each proposal for Business submitted to Unum.

- 6.8 The Intermediary undertakes to inform Unum immediately in writing of any fact or circumstance which has affected, or might affect its continuing FCA or PRA authorisation status or, in relation to an Intermediary who is a Professional Firm, its regulation by a Designated Professional Body.
- 6.9 If the Intermediary knowingly submits Business to Unum having had its FCA or PRA authorisation status withdrawn or suspended by the FCA or PRA or, in relation to an Intermediary who is a Professional Firm, has its authorisation withdrawn or suspended by its Designated Professional Body, Unum, in the event of any loss or damage ensuing as a result to Unum's business, reserves the right to hold the directors and/or proprietors of the Intermediary personally liable for such loss or damage.
- 6.10 The Intermediary shall make itself and its employees or agents readily available for meetings (relating to compliance or relationship issues between Unum and the Intermediary) with representatives or appointees of Unum or of the FCA and/or PRA as may be required from time to time.

## 7. Payment of Premiums through the Intermediary

- 7.1 If the Intermediary receives from the Client monies which are to be passed to Unum, the Intermediary must pass such monies to Unum immediately without set off or deduction.

## 8. Indemnities & Undertakings

- 8.1 The Intermediary will indemnify Unum against any loss, costs, claims, damages, fines or expenses incurred by Unum arising from:
- 8.1.1 any breach of this Agreement, negligence, wilful default, fraud or bad faith of the Intermediary, its directors, agents or employees in the performance of its obligations under this Agreement or non-compliance with the Act or the FCA and/or PRA Handbooks;
  - 8.1.2 the provision to Unum of incorrect information (including, but not limited to, information required under the FCA and/or PRA Handbooks); and
  - 8.1.3 the introduction of Business beyond the Intermediary's FCA or PRA authorisation, or in relation to an Intermediary who is a Professional Firm, the introduction of Business falling outside the permitted activities authorised by its Designated Professional Body.

## 9. Intellectual Property Rights

- 9.1 The Intermediary agrees that it shall only use Unum's Intellectual Property Rights to the extent necessary for the performance of this Agreement. Otherwise nothing in this Agreement shall give the Intermediary any rights in respect of Intellectual Property Rights used by Unum in relation to this Agreement or of the goodwill associated therewith, and the Intermediary hereby acknowledges that it shall not acquire any rights in respect thereof and that all such rights and goodwill are, and shall remain, vested in Unum who is the registered owner or licensee of any such rights.
- 9.2 In order to promote new and existing Business the Intermediary shall be entitled, subject to the prior written consent of Unum, to reproduce and display Unum's logo or trade mark (including but not limited to use on the Intermediary's website) in accordance with Unum's brand guidelines until termination of this Agreement.

## 10. Money Laundering

- 10.1 The Intermediary undertakes that it will on behalf of Unum complete all formalities, obtain all documentation and carry out all identification procedures required in connection with the sale of any Business in accordance with the provisions of the European Council Directive 2001/97/EC, the UK Money Laundering Regulations 2003, Guidance Notes for the Financial Sector, the Proceeds of Crime Act 2002 and any other regulatory or statutory provisions with equivalent effect as are in force from time to time.
- 10.2 The Intermediary undertakes that it will forward on to Unum all documentation obtained by it in accordance with sub-clause 10.1 which is required by law or regulation to be held by Unum.
- 10.3 The Intermediary undertakes that it will submit the information in sub-clause 10.2 as soon as is reasonably practicable after it has been supplied to the Intermediary by the Client, but in any event no later than the date of receipt of funds from the Client by Unum.
- 10.4 Unum reserves the right not to accept funds from, or assume or maintain risk in respect of, a Client in the absence of information which it believes, in its absolute discretion, satisfies the obligations imposed on it under sub-clause 10.1.

## 11. Variation

- 11.1 Subject to clause 11.2, Unum may vary the terms and conditions of this Agreement upon one month's prior written notice being given to the Intermediary.
- 11.2 Unum will notify the Intermediary as soon as reasonably practicable of any variation required by change in law or for any regulatory reason and such variation shall take effect immediately on such notification, or if earlier, the date specified in such notice.

## 12. Termination

- 12.1 Either party may terminate this Agreement on two months' prior written notice to the other party without giving a reason.

- 12.2 Unum may at any time terminate this Agreement forthwith if:

- 12.2.1 the Intermediary commits a material or persistent breach of any of the provisions of this Agreement which is not capable of remedy or, in the case of a breach which is capable of remedy, fails to remedy the breach within 10 Business Days after receipt of a written notice from Unum requiring the breach to be remedied and giving full details of the breach.

- 12.2.2 the Intermediary has not complied with the FCA and/or PRA Handbooks or has failed to Treat its Clients Fairly.

- 12.3 This Agreement will terminate automatically:

- 12.3.1 if the Intermediary enters into a voluntary arrangement or composition with its creditors, bankruptcy or winding up proceedings are commenced against the Intermediary, a receiver, administrator or an administrative receiver is appointed over any of the assets of the Intermediary or the Intermediary enters into voluntary or compulsory liquidation (except for the purposes of a solvent amalgamation or reconstruction which has been given the prior written consent of Unum); or

- 12.3.2 if the Intermediary is unable to pay its debts (as defined by section 123 of the Insolvency Act 1986); or

- 12.3.3 if the Intermediary ceases to be authorised by the FCA or PRA or its authorisation on the Financial Services Register is changed in such a way as to prevent it from carrying out its obligations under this Agreement or, in relation to a Professional Firm, it is no longer regulated by its Designated Professional Body; or

- 12.3.4 upon the death of the Intermediary.

- 12.4 Upon termination:

- 12.4.1 the Intermediary shall return to Unum or, with the prior written consent of Unum, destroy all documents and materials (and all copies) containing Unum's Confidential Information and certify in writing that it has complied with the requirements of this sub-clause;

- 12.4.2 notwithstanding sub-clause 12.4.1 above, Unum will allow the Intermediary access to any such documents and materials if such access is required by the Intermediary to meet its regulatory obligations;

- 12.4.3 the Intermediary will cease to use any trade mark of Unum and shall not use any trade mark, business name, mark, emblem, packaging or setup which resembles the trade mark of Unum so as to be likely to deceive or cause confusion or which might amount to passing off or unfair trading;

- 12.4.4 in accordance with sub-clauses 12.2 or 12.3, Unum shall be entitled to transfer all of the Business and deal direct with the Client or, where appropriate, make alternative arrangements for the servicing of the Clients without further reference to the Intermediary; and

- 12.4.5 if termination occurred for any of the reasons identified in 12.3.1 – 12.3.3 above, all unearned Indemnity Commission shall immediately become due and payable to Unum and must be immediately re-paid by the Intermediary.

- 12.5 Termination is in all events without prejudice to any accrued rights or liabilities of either party up to the date of termination.

## 13. Data Protection Act 1998

- 13.1 The Intermediary shall comply with the DPA and associated regulations and in particular, but without limitation, shall:
- 13.1.1 obtain and maintain all appropriate notifications required under the DPA and ensure that its notification details include all persons, purposes and other particulars required to be notified under the DPA in connection with this Agreement;
  - 13.1.2 where acting as Unum's data processor (as defined in the DPA) under this Agreement act only on instructions from Unum in relation to personal data regulated by the DPA; and
  - 13.1.3 ensure that appropriate technical and organisational measures are taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- 13.2 The Intermediary shall inform Unum immediately if an enforcement notice under the DPA is served upon it.
- 13.3 Unum will process personal data relating to the Intermediary and its Commission Account in accordance with the DPA.
- 13.4 Unum reserves the right, and the Intermediary consents to Unum disclosing where reasonably necessary, personal data relating to how the Intermediary conducts the Commission Account, the payments made under it, any default in payment or failure to abide by this Agreement to:
- 13.4.1 credit reference agencies, fraud prevention agencies or other similar agencies;
  - 13.4.2 other product providers;
  - 13.4.3 third parties contracting with Unum who agree to keep such personal data confidential;
  - 13.4.4 assist with market research, assessment and statistical analysis to develop and improve Unum's business; and
  - 13.4.5 any regulatory body or if required to do so by law.

## 14. Email

- 14.1 The Intermediary acknowledges that personal data (excluding sensitive personal data detailing physical or mental health or condition) relating to the Intermediary or Client may be transmitted electronically via the internet or email by Unum.

- 14.2 Where the Intermediary has provided Unum with its email address(es), the Intermediary agrees that Unum may communicate with it (and vice versa) by email.
- 14.3 The Intermediary will notify Unum if its email address(es) change(s) as soon as reasonably practicable.
- 14.4 The Intermediary acknowledges that email may be intercepted by third parties or electronically delivered to parties other than the addressee. Any such information is sent at the Intermediary's own risk.
- 14.5 The Intermediary will notify Unum as soon as reasonably practicable should it become aware of any failure, delay or error in sending or receiving an email. Unum's records of email sent or received will be conclusive evidence that the email has been sent unless there is a clear mistake.
- 14.6 Unum may withdraw the email facility at any time upon reasonable notice to the Intermediary.
- 14.7 The Intermediary will notify Unum in writing if it no longer wishes to communicate via email.

## 15. General Provisions

- 15.1 This Agreement shall be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.
- 15.2 This Agreement constitutes the entire agreement between the parties. Any previous agreements or terms of business are cancelled with immediate effect after receipt of this Agreement. Submission of Business after that date will be deemed as acceptance of this Agreement.
- 15.3 The Intermediary may not assign its rights or benefits under this Agreement without the prior written consent of Unum (which shall not be unreasonably withheld or delayed).
- 15.4 The waiver by Unum of any breach of any of the terms and conditions of this Agreement by the Intermediary shall not prevent the subsequent enforcement of that term and shall not be deemed to be a waiver of any subsequent breach.
- 15.5 The Intermediary covenants with Unum that it will not during the term of this Agreement or for the period of six months following the termination of this Agreement, without the prior written consent of Unum, in connection with the carrying on of any business relating to the selling of insurance products on its own behalf or on behalf of any person firm or company directly or indirectly endeavour to entice away from Unum any employee who is at any time during the term of this Agreement employed by Unum.

- 15.6 Neither party shall be liable for any failure, interruption or delay in the performance of its obligations under this Agreement, in whole or in part, if such delay or failure is due to any cause beyond its reasonable control, such as but not limited to, fire, strikes, floods, storms, war, terrorism, invasion of armed forces, blockade, insurrection or lockouts.
- 15.7 If for any reason any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared as such by any court of competent jurisdiction or any other competent authority, such provision shall be deemed deleted from this Agreement and the remaining provisions shall remain in full force and effect.
- 15.8 At the request of either party, the parties will meet to negotiate in good faith to agree valid, legal and enforceable provisions in substitution for any invalid, illegal or unenforceable provision referred to in sub-clause 15.7 whilst at the same time reconsidering the other provisions of this Agreement not so affected so as to re-establish an appropriate balance of the commercial interests of the parties.
- 15.9 No person who is not a party to this Agreement shall have any rights under the Contracts (Rights of Third Parties) Act 1999.
- 15.10 Any notices to be given under this Agreement shall be in writing and may be delivered personally or sent by recorded delivery post or first class post or by facsimile transmission (confirmed by hard copy within 48 hours of transmission). The address for service of notices to Unum is the Company Secretary, Unum Limited, Milton Court, Dorking, Surrey RH4 3LZ (fax number 01306 873626) or such other address or fax number as notified to the Intermediary from time to time. The address for service of the Intermediary shall be one of the following: its principal place of business as set out in the CAAF, the address set out in the Financial Services Register or its registered office address as notified to Companies House.
- 15.11 All notices issued under this Agreement shall be deemed to have been served as follows:
- 15.11.1 if personally delivered or sent by recorded delivery, at the time of delivery;
  - 15.11.2 if sent by first class post, on the expiry of forty-eight hours after the envelope containing the notice was delivered into the custody of the postal authorities; and
  - 15.11.3 if sent by facsimile transmission, on completion of its successful transmission,
- provided that in the case of delivery by hand or facsimile transmission, if delivery or completion of a transmission occurs after 5pm on a Business Day or on a day which is not a Business Day, service shall be deemed to occur at 9am on the next following Business Day.
- 15.12 Each party shall carry out its obligations under this Agreement in accordance with all applicable legislation, policies, codes of practice, rules and regulations (including, but not limited to, the FCA and/or PRA Handbooks issued from time to time.)
- 15.13 Nothing in this Agreement shall prevent either party from carrying on any business relating to the selling of insurance products in accordance with all applicable provisions of the FCA and/or PRA Handbooks.
- 15.14 In the event that there is a conflict between the terms and conditions of this Agreement and any applicable provision of the FCA and/or PRA Handbooks, the FCA and/or PRA Handbooks shall prevail.
- 15.15 Each party shall provide such reasonably requested assistance and information to the other which is required in order to comply with its obligations under sub-clause 15.12 (at the requesting party's sole cost and expense).
- 15.16 In the event that the Intermediary requires access to Unum's Online Facility, the Intermediary must complete the OFAF which upon completion, will be deemed to form part of this Agreement.

# Declaration and Acceptance of Terms and Conditions

Intermediary's commitment:

I have received, read and accept this Agreement and understand that signing this document constitutes formation of a legally binding contract and agree that the terms and conditions of this Agreement will apply to all Business submitted by the Intermediary to Unum.

I confirm that I am duly authorised to enter into this Agreement on behalf of the Intermediary.

\_\_\_\_\_  
Signed for and on behalf of the Intermediary

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Firm: \_\_\_\_\_

FCA/PRA Firm Reference number: \_\_\_\_\_

**Please sign and return this entire document to Unum.**

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Signed for and on behalf of Unum



P O'Donnell  
Chief Executive Officer



**unum.co.uk**

**Unum Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.**  
Registered in England 983768.

We monitor telephone conversations and e-mail communications from time to time for the purposes of training and in the interests of continually improving the quality of service we provide.

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