

Section: 1 Application

1. Full name of Brokerage: (including trading name or names where appropriate) ... **The Intermediary**

Address:

2. Phone:

Fax:

Email:

3. (i) If a Limited Company please provide CRO Registration No:

(ii) Names of Directors

(iii) If a sole trader/partnership, the name(s) of Sole Trader/Partners

4. Details of Professional Indemnity Insurance

Insurers	
Renewal date:	
Limit of Indemnity:	€
Excess:	€

5. Please advise your Authorisation Status:

6. Please advise your Financial Regulator Reference number?

7. Are your contributions to the Investor Compensation Company Ltd paid up to date?

Yes No

8. Have you or any of your Directors, Partners or Shareholders been

i) involved in liquidation/bankruptcy proceedings, or had a judgement awarded against them?	Yes <input type="checkbox"/> No <input type="checkbox"/>
ii) convicted or charged with but not yet convicted of any criminal offence other than a motoring offence?	Yes <input type="checkbox"/> No <input type="checkbox"/>
iii) subject to disciplinary action by any Regulatory Body?	Yes <input type="checkbox"/> No <input type="checkbox"/>
iv) subject to a cancellation of an existing agency or had an agency application declined?	Yes <input type="checkbox"/> No <input type="checkbox"/>

If you answer Yes to any of 8 i), ii), iii) or iv) please provide details in the space below or state "not applicable"

Signed

Title:

Date

I/we wish to be appointed Agent(s) of Optis Insurances Ltd t/a Optis Insurance (The Company) to transact insurance on the terms and conditions laid down in the Administrative Agreement appended in Section 2 hereto and as amended by The Company from time to time. I/We agree that should there be any change in the information provided above, that I/We will advise The Company immediately.

Section: 2 Administrative Agreement for Non Life Insurance

NO PART OF THIS AGREEMENT MAY BE TRANSFERRED OR DELEGATED BY THE INTERMEDIARY TO ANY OTHER PERSON OR SUB-AGENT WITHOUT THE WRITTEN AGREEMENT OF THE COMPANY

TERMS AND CONDITIONS

a) Limits of Authority

THE INTERMEDIARY MAY (on behalf of the Company):

- I. Collect premiums and balances.
- II. Forward to the policyholder policies or any other such documentation issued by The Company.

THE INTERMEDIARY MAY NOT (unless authorised in writing by the Company):

- I. Commit or bind the Company in any way.
- II. Accept or amend insurances on behalf of the Company.
- III. Give credit on behalf of the Company.
- IV. Deal with claims settlements.
- V. Alter any Company form or policy.
- VI. Endorse cheques, money orders or postal orders made payable to the Company
- VII. Transfer or assign this agency.
- VIII. Sub-broke any of the products covered by this agreement.

b) Payment of Premiums

All monies received by the Intermediary on Behalf of the Company shall be held by the Intermediary in trust for the Company in a bank account which fulfils the requirements laid down in Section 52 of the Investment Intermediaries Act, 1995 as amended by the Insurance Act 2000 and in accordance with any other current or future statutory or regulatory requirement.

The Company allows the Intermediary, 30 days credit from the end of the month in which cover is effective for the payment of premiums due. The Company shall be responsible for the preparation of a statement of account and this statement shall be the basis of the accounting transaction between the Intermediary and the Company.

Settlements shall be made no later than the expiry of the 30 days credit period referred to above and reconciled to the Company's last statement of account for the period in question. All cheques in settlement of the Intermediaries account must be made from the Client Premium "Section 30" Account (non-life) and marked accordingly.

The Intermediaries obligations are unaffected by:

- I. Any arrangement whereby credit is allowed to the Insured.
- II. The inability to obtain money from the Insured
- III. Any delay within the Intermediaries accounting system.

NB The Intermediary is reminded that;

(a) the release of any documents providing insurance cover or

(b) any request by the Intermediary for cover to be effected

will render the Intermediary responsible to the Company for the premium or any resulting bad debt.

c) Forwarding of Rebates to Clients

The Intermediary must transfer a premium rebate to a client within 5 business days after receiving it from the Company. Where such rebate has not been forwarded to the relevant client within the above period the Intermediary must immediately inform the Company accordingly.

d) Commission

Commission terms for all business will be those laid down or specified in writing by the Company for the time being and from time to time. The Company reserve the right to revise and alter the rates of commission from time to time at their discretion. Revisions in such rates will become effective upon notice in writing to the Intermediary by the Company in respect of all business introduced or renewed by the Intermediary thereafter

Optis Insurances Limited t/a/ Optis Insurance is authorised by the Financial Regulator to undertake insurance mediation under the European Communities (Insurance Mediation) Regulations, 2005.

The Intermediary will be entitled to retain as commission due in respect of each premium remitted by the Intermediary to the Company the appropriate amount in accordance with the Company's current commission levels.

Commission is due only on settlement of a premium to the Company.

The Intermediary shall refund to the Company any commission paid in respect of any premium or part premium returned to the policyholder by the Company.

e) Regulation

- I. The Intermediary must be registered with/authorised by the Irish Financial Services Regulatory Authority and must inform the Company immediately if this registration is revoked, or if the registration status of the Intermediary changes.
- II. The Intermediary must inform the Company if it's agency with any other company is cancelled.

f) Professional Indemnity Insurance

- I. The Intermediary shall hold and maintain in force with an approved insurer, professional indemnity cover on such terms and for such amount as shall be required by the Company from time to time.
- II. The minimum level of indemnity required at this time is: €1,000,000 for each claim received within each calendar year, and €1,500,000 in aggregate for all claims received within that year.
- III. If required the Intermediary undertakes at each anniversary date of inception of it's professional indemnity policy to advise the Company that professional indemnity cover to the required level has been renewed and to provide evidence of such renewal.

g) Code of Conduct

The Intermediary agrees that they comply with the Code of Conduct in accordance with Section 37 of the Investment Intermediaries Act, 1995 as amended by the Insurance Act 2000 and in accordance with any other current or future statutory or regulatory requirement.

h) Data Protection Act, 1988

The Company and the Intermediary shall comply with their obligations under the Data Protection Act, 1988 in so far as they apply or subsequent amendments as may be made from time to time.

i) Direct Dealings with the Company

The Company will recognise and take cognisance of the special relationship existing between the Intermediary and the Client and will not do any act which will interfere with or damage the relationship existing between the Intermediary and the Client.

j) Sale/Transfer/Change of Directors/ Change of Capital Structure

This agreement between the Company and the Intermediary may not be transferred by the Intermediary to any other party. Any alteration in the title/capital structure/shareholding or directors of the Agency must be notified to the Company. Any alteration in the title/capital structure/shareholding or directors of the Agency may result in the automatic cancellation of this Agency agreement without compensation to the Intermediary.

k) Termination of Agreement

The Company shall be entitled to terminate this agreement upon the happening of any of the following:

- Any act of fraud, dishonesty or misconduct committed by the Intermediary.
- A contravention of any of the regulations contained in the Insurance Act, 1989, Investment Intermediaries Act, 1995, Insurance Act 2000, the Investor Compensation

Act 1998 and/or subsequent Act or Statutory Instrument.

- In the event that professional indemnity cover held by the Intermediary is cancelled by the Insurer or is allowed by the Intermediary to lapse.
- Should the Intermediary fail to disclose at appointment any criminal convictions (other than a motoring offence not resulting in a custodial sentence) or if after appointment they shall be so convicted, the Intermediary undertakes to inform the Company within 14 days of the date of any such conviction or the Intermediary or any of its Directors, Partners or Principals.

The Company may also terminate this agreement at any other time without giving any reasons.

Notice of any termination by the Company shall be given in writing and shall be posted to the Intermediaries registered office or business address notified to the Company, or if none, the last known address. Such notice shall be deemed to take effect 48 hours after posting.

Upon termination there shall be no liability on the Company to make any payment in compensation and no commission shall be payable other than commission earned up to the effective date of termination.

Any renewal of a policy after termination of this agency agreement will not give rise to any entitlement of commission.

Upon termination of this agreement the credit terms as outlined herein are inoperative and all monies due to the Company at that time must be paid immediately.

Upon termination of this agreement the Intermediary shall ensure the publication of a "notice of discontinuance" pursuant to the requirements of Section 61 of the Investor Compensation Act, 1998.

Where the Intermediary does not publish a "notice of discontinuance" the Company shall ensure the publication of a "notice of discontinuance".