

## AGENCY APPOINTMENT HOUSEHOLD BUSINESS ADDENDUM

- 1. This Household Business Agreement is made between you, the Insurance Intermediary entity (hereafter referred to as "Agent", "You" or "Your") and KennCo Underwriting Ltd (hereafter referred to as "We", "Our" or "Us") and should be read in conjunction with your existing agency agreement with us.
- 2. The Agent agrees that we, in our sole discretion, may terminate your use of this household facility for any reason, including, without limitation, if we believe that you have violated or acted inconsistently with the terms of this Addendum.
- 3. This Addendum may be terminated by:
  - (i) us automatically and with effect from the same time as the cancellation/termination of your agency with us; or
  - (ii) either party giving 14 days notice in writing to the other party.
- 4. In the event of termination under whatever circumstances or for whatever reason:
  - (i) we will instruct the software suppliers to take the necessary steps to disable the system. You must allow access to and co-operate with us and the software supplier to allow any facility to be disabled;
  - (ii) you will return to us all documents supplied by us or bearing our name and logo, if this is not possible all documents will be made available for collection by our representative.
- 5. You agree that we shall not be liable to you or any third party for any termination of this Addendum.
- 6. All premiums received by the Agent shall be our property, as appropriate, and shall be held by you in trust for and on behalf of us. Statements representing business written will be issued by us and the net amount shown on each statement shall be remitted not later than the end of the month immediately following that in which the charge(s) is/are debited to the Agent's account(s) by us.
- 7. A 15% Commission shall be payable on Household business and shall be based upon the actual premiums received by us.
- 8. Commission shall only be payable:
  - (i) if the Policyholder recognises the Agent as being his/her legal insurance agent/intermediary;
  - (ii) if the Agency has not been terminated before payment of the premium.
- 9. This Addendum is governed by Irish law and in the event of any dispute, we and you shall be bound exclusively by the jurisdiction of the Irish courts.
- 10. No expenses incurred by you shall be payable by us.
- 11. The Agent shall have no authority or power to appoint sub-agents nor shall the delegation of the Agent's duties be permitted without our expressed approval.
- 12. Each party shall discharge its respective obligations under the current Financial Regular codes that apply.
- 13. A valuation or other evidence of value will be required for any valuable or personal effect valued at €1,500 or more. This must be in your possession within 7 days of incepting the policy.
- 14. You must retain all proposal forms/statement of facts, schedules of cover, valuations and all other documents in your office for a minimum of six years.
- 15. No policy, receipt, confirmation of renewal or endorsement shall be handed/delivered to the Insured or his/her representatives unless the associated premium, shall have been previously paid, or unless the Agent accepts responsibility for payment of the premium to us.
- 16. Policy documentation relating to renewal of a policy, for which the premium has not been received by the Agent within thirty (30) days after the renewal date, must be returned to us or non-renewal of policy formally advised to us.
- 17. We shall be under no obligation to issue any new policy/renewal/endorsement through any Agent who has defaulted under the provisions of this Addendum.
- 18. All guaranteed quotations are subject to the Insurer's current underwriting terms and conditions and the following criteria must also be met:
  - (i) you must be using the current version of the software quotation system applicable at cover date;
  - (ii) the information entered into the quotation system by you must be completely representative of the risk;

- (iii) as underwriting considerations are applicable to all proposals we may impose restrictions, refuse cover, modify terms or modify cover should other information arise; and
- (iv) the system notes that accompany each quotation must be taken into account and it is recommended that they be brought to the attention of the client before any quotation is provided
- 19. You must ensure that all relevant files are stored in a safe place and all files must be retained by you in compliance with all current requirements set down by the Financial Regulator.
- 20. The Agent must notify us immediately on receipt of notification of an accident or claim under any policy and ensure that any claim form issued by us is completed and returned for processing.
- 21. This Addendum only applies where business is transacted on an EDI (Electronic Data Interchange) basis or on a basis otherwise agreed by us.
- 22. Whilst we endeavour to ensure that the information in EDI is correct, we do not warrant the accuracy and completeness of material in EDI. We may make changes in EDI, or to the products and prices on the system, at any time without notice. You will not be liable as a result of any inaccuracy in the EDI material caused by KennCo Underwriting Limited. Unless specifically stated otherwise the information in EDI is provided "as is" and we exclude all representations, warranties, conditions and other terms (including without limitation the conditions implied by law of merchantable quality, fitness for purpose and the use of reasonable care and skill).
- 23. The quality and accuracy of business transacted through EDI will be routinely monitored by us. When requested, a selection of underwriting papers relating to business selected for auditing must be sent to us. Any inconsistencies in the information submitted by EDI and that contained in the Household Insurance Statement of Fact/Proposal Form will be taken seriously and could lead to cancellation of the agency.

## To indicate your agreement to the terms laid out in this household business EDI addendum, please complete, sign and return, within 14 days of receipt to:

Agency Department, KennCo Underwriting Ltd., Suite 7, Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16.

Name of Broker:	
Agency Number:	
Signed by:	for and on behalf of <b>[BROKER PRINCIPAL]</b>
Signature:	
Date:	
Signed by:	John Kennedy, Managing Director for and on behalf of <b>KENNCO UNDERWRITING LIMITED</b>
Signature:	

18<sup>th</sup> January 2011

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