

# Terms & Conditions for Business Introducers

William Russell

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# About this document

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## **Introduction**

These Terms & Conditions for Business Introducers form an integral part of, and must be read in conjunction with, the Introducer Terms of Business Agreement between the Introducer (as defined below) and William Russell Europe SRL (hereinafter "WRE").

## **Background**

The Introducer is engaged in the business/profession set out in the Introducer Terms of Business Agreement and has the legal status set out in the Introducer Terms of Business Agreement.

WRE is a mandated underwriter, registered in Belgium with the Financial Markets & Services Authority (no 0731.975.658 RPM).

WRE acts solely on behalf of the Insurers (as defined below) in administering the Plans (as defined below). It does not offer advice.

The Introducer Terms of Business Agreement shall be governed by these Terms & Conditions for Business Introducers (hereinafter the "Terms & Conditions").

# Definitions

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The following definitions shall apply throughout these Terms & Conditions, including the Appendix attaching to it:

<b>Applicable Laws</b>	In respect of WRE the laws and regulations of the United Kingdom and in respect of the Introducer the laws and regulations of the territory or territories in which the Introducer carries on its business.
<b>Applicants</b>	Clients applying for insurance under a Plan.
<b>Client/Clients</b>	Individual, family, and corporate customers of the Introducer.
<b>Gross Premium</b>	The premium paid to WRE by an Applicant, in respect of a Plan, excluding all taxes, levies and other government charges.
<b>Insurers</b>	The insurers of the Plans.
<b>Party</b>	WRE or the Introducer.
<b>Parties</b>	WRE and the Introducer.
<b>Plan/Plans</b>	A single contract of insurance between a Client and the Insurer, administered by WRE and relating to a Product (and Plans shall mean a number of such contracts of insurance).
<b>Products</b>	The range of international health insurance and international protection insurance policies designed by WRE and set out in the Appendix to these Terms & Conditions (and Product shall be mean any one of that range of products).
<b>Terms &amp; Conditions</b>	These Terms & Conditions, including the Appendix attached to it.

# Terms & conditions

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## 1) Term

These Introducer Terms of Business Agreement and these Terms & Conditions shall commence with effect from the date of the Introducer Terms of Business Agreement and will run to 31<sup>st</sup> December 2021, when, unless terminated in accordance with Clause 5 of these Terms & Conditions, they will automatically be renewed for successive periods of 12 months until terminated.

## 2) Authorised activity

The Introducer may introduce to WRE individual expatriates and companies who employ expatriate staff. The Introducer shall use only marketing material issued or approved by WRE.

## 3) Obligations of the Introducer

The Introducer shall: -

- i) comply with the Applicable Laws;
- ii) confine its activities in relation to the Introducer Terms of Business Agreement solely and exclusively to the introduction of Clients to WRE by the mere provision of data and information on potential policyholders;
- iii) have no authority to bind WRE or to act as agent for WRE and shall not hold itself out, or permit any employee, agent or representative of the Introducer to hold themselves out, as having any authority to bind WRE or act as agent for WRE;
- iv) not offer, or attempt to offer advice to any Client, in relation to WRE, the Products or any Plan, or any terms that may be offered to any Client by WRE;
- v) not assist or attempt to assist any Client, or WRE in connection with any matter related to the insurance application process (including but not limited to completion of any application form), the underwriting process, the renewal or cancellation of a Plan, or the administration of a Plan in any other way;
- vi) not assist or attempt to assist any Client, or WRE in connection with any claim relating to a Plan; and shall,
- vii) not collect any premium or handle any Client money in connection with any Plan,
- viii) permit WRE to inspect its files and permit the Belgian Financial Services & Markets Authority to inspect its files, with or without notice, during normal business hours, if requested to do so.
- ix) notify WRE immediately if it becomes involved in, or plans to become involved in, any insurance distribution activity (including but not limited to the sale of insurance contracts or investments, arranging or making arrangements for the sale of insurance contracts or investments, assisting with the administration, performance or carrying on of contracts of insurance, and/or advising on insurance contracts or investments).

## 4) Obligations of WRE

WRE undertakes: -

- i) To pay to the Introducer an introduction fee, in accordance with the terms of the Terms & Conditions, on the following basis:-
  - a) Remuneration will be solely by way of an introduction fee which will be paid in accordance with the fee scales set out in the Appendix hereto (the "fee scales") and on all business introduced by the Introducer, accepted by WRE, and for which Gross Premium has been received by WRE. The introduction fee shall be payable for the first annual Gross Premiums received by WRE only and shall be subject to Clause 4. i. g) of these Terms & Conditions. No fee, commission or other remuneration shall be payable in respect of premiums relating to the renewal of any Plan or in respect of any period of cover subsequent to the first annual period of cover under a Plan.
  - b) The fee scales may be changed from time to time at the sole discretion of WRE and notified to the Introducer in writing. Any change in the fee scales shall not affect the introduction fee payable on any applications submitted prior to such change.
  - c) The introduction fee shall be payable following receipt of the Gross Premiums by WRE, provided the Applicant's application has been accepted by WRE, and subject to the Introducer Terms of Business Agreement and these Terms & Conditions remaining in full force and effect.

- d) No payment will be made until WRE has itself received the payment of a Gross Premium, and such payment has cleared through WRE's bank account.
  - e) The introduction fee payments shall be made in the month following the month in which the Gross Premium has been received into WRE's account.
  - f) No introduction fee shall be payable in respect of any policy fee or charge made by WRE.
  - g) In the event of a reduction of Gross Premium or if a Plan is cancelled, prior to the end of the first annual period of cover, any introduction fee which has been paid (on an earned basis or otherwise) shall be immediately repaid by the Introducer to WRE, upon demand, and without deduction for whatever reason.
- ii) To comply with the Applicable Laws.

## 5) Termination

Either WRE or the Introducer may terminate the Introducer Terms of Business Agreement by giving 30 calendar days notice in writing to the other. Without prejudice to any other provision contained herein, WRE may terminate the Introducer Terms of Business Agreement immediately, by written notice, if the Introducer:-

- i) has committed or threatened to commit any breach of these Terms & Conditions;
- ii) is convicted of any offence involving fraud or other dishonesty under legislation applying inside or outside the United Kingdom; or
- iii) provides, or holds itself out as providing a professional service that includes any insurance distribution activity (including but not limited to the sale of insurance contracts or investments, arranging or making arrangements for the sale of insurance contracts or investments, assisting with the administration, performance or carrying on of contracts of insurance, and/or advising on insurance contracts or investments).

Any termination hereunder shall be without prejudice to any rights which may have accrued to either Party prior to such termination and in particular, but without prejudice to the generality of the foregoing, the provisions of Clause 7, Confidential Client Information.

## 6) Suspension

WRE may by notice to the Introducer suspend the Introducer Terms of Business Agreement at any time and on such terms and for such periods as shall be specified if it reasonably believes there are circumstances where the Introducer has failed, or is failing, to comply with all the obligations and restrictions arising under these Terms & Conditions. In the event of suspension the Introducer undertakes to provide on demand such information and to provide such assistance as is necessary in order to investigate any breach or failure to observe any obligations hereunder.

## 7) Confidential client information

WRE holds confidential all Client information, including but not limited to information about a Client or dependants' medical history, claims, and medical exclusions, and will not release such information, or documents containing such information.

## 8) Ownership, intellectual property, and use of data

The Parties acknowledge and agree that all marketing information and/or documentation, and all other contractual documentation produced by WRE, in relation to the Plans, including without limitation all intellectual property rights in such information and documentation, shall be and shall at all times remain, the property of WRE.

The Introducer agrees not to transfer any of the data, information or documentation referred to in this Clause 8 to any other Party.

The Introducer further agrees not to use any of the information or documentation referred to in this Clause 8, without the written consent of WRE.

## 9) Data protection

Both parties acknowledge that: -

- WRE will be a controller of the personal data disclosed to it by the Introducer and/or any Client in relation to the provision of insurance services by WRE.
- The Introducer will be a data controller of the personal data provided to WRE by the Introducer.

Both WRE and the Introducer shall comply and shall co-operate with one another in order to promote and secure compliance at all times with all applicable laws and regulations relating to the processing of personal data and privacy including without limitation the General Data Protection Regulation (EU) 2016/679 ("the GDPR"), and any data protection laws in force in the United Kingdom relating to, and which implements EU Directives relating to privacy and/or the processing of personal data and with all relevant

and applicable guidelines and guidance notes issued from time to time by the Information Commissioner and any similar laws and regulations in any other jurisdiction in which the Introducer will or may be holding or processing data, providing always that in respect of any jurisdiction located outside of the EU the applicable data protection and privacy standards to be observed by the Introducer shall (at a minimum) be those as prescribed under the GDPR from time to time.

In particular, in respect of any personal data provided to the Introducer by WRE, the Introducer agrees to comply with the obligations placed on the Insurers by the sixth data protection principle set out in the GDPR.

## **10) Bribery Act 2010**

Both WRE and the Introducer shall comply and shall co-operate with one another in order to promote and secure compliance at all times with all applicable laws and regulations relating to the prevention of bribery and corruption including without limitation the Bribery Act 2010.

## **11) Notices**

Any notice under or in connection with the Introducer Terms of Business Agreement and/or these Terms & Conditions shall be in writing and shall be delivered by hand, or sent by post to the Party due to receive the notice, at its registered address set out in the Introducer Terms of Business Agreement, or such other address as either Party may specify by notice, in accordance with this Clause 11, from time to time. Any notice sent by post shall be sent by Recorded Delivery post (if the Introducer's registered office is located in the United Kingdom) or by airmail post (if the Introducer's registered office is outside the United Kingdom). A notice delivered in accordance with this Clause 11 shall be deemed to have been duly given:

- i) When delivered, in the case of delivery by hand.
- ii) Two (2) business days after the date of posting it, if sent by Recorded Delivery post within the United Kingdom.
- iii) Five (5) business days after the date of posting it, if sent by airmail.

## **12) Variation of these terms & conditions**

WRE reserves the right to make reasonable changes to these Terms & Conditions and any other agreed Terms & Conditions.

## **13) Warranty**

The Introducer hereby warrants, represents and undertakes that, as at the date of the Introducer Terms of Business Agreement the Introducer:-

- i) has not been served with a petition for bankruptcy or had a liquidator, receiver or administrator appointed or any application for a winding-up order filed;
- ii) has not been convicted of any offence involving fraud or other dishonesty under legislation applying inside or outside the United Kingdom.
- iii) has not been served with any notice or order restricting its business activities in any country in which the Intermediary carries on business;
- iv) has not been convicted of any offence involving fraud or other dishonesty;
- v) is not engaged in, does not provide and does not hold itself out as providing a professional service that includes any insurance distribution activity (including but not limited to the sale of insurance contracts or investments, arranging or making arrangements for the sale of insurance contracts or investments, assisting with the administration, performance or carrying on of contracts of insurance, and/or advising on insurance contracts or investments); and
- vi) will notify WRE immediately if, at any time subsequent to the date of the Introducer Terms of Business Agreement, it becomes engaged in, provides, or holds itself out as providing any professional service described in Clause 13.v. of these Terms & Conditions.

## **14) Relationship**

The Introducer is not an agent of WRE and shall not purport to act as agent for WRE.

The Introducer is not entitled to bind cover or to collect premium, under any circumstances.

## **15) WRE's name**

The Introducer shall not use or adopt in any way WRE's name, either in full or any shortened form, or any logo, business or product name or any service mark of WRE without the written approval and permission of WRE, and in particular shall not register or attempt to register in any intellectual property register WRE's name either in full or any shortened form, or any logo, business or

product name or service mark of WRE or any combination thereof. On termination of Introducer Terms of Business Agreement, the Introducer shall cease to use the name "William Russell Europe SRL" or any description of WRE or any service mark belonging to WRE in all respects.

## **16) Law**

The Introducer Terms of Business Agreement and these Terms & Conditions shall be construed and take effect in all respects in accordance with Belgian Law and the Parties agree to submit to the jurisdiction of the Courts of Belgium.

Any dispute arising out of or in connection with the Introducer Terms of Business Agreement and/or these Terms & Conditions shall be referred to the arbitration, in London, of a single arbitrator appointed by agreement between the Parties.

# We're here to help



Call us on  
**+44 1276 486 477**



Visit  
**[william-russell.com](http://william-russell.com)**