

# PROTECTION

## TERMS OF BUSINESS

These Protection terms of business came into effect on 25 May 2018



ReAssure

# CONTENTS

|                                    |    |
|------------------------------------|----|
| 1. Our relationship                | 3  |
| 2. Our online services             | 4  |
| 3. Documents                       | 6  |
| 4. Remuneration payments           | 6  |
| 5. Repayment of remuneration to us | 7  |
| 6. Your own business               | 7  |
| 7. Data protection                 | 7  |
| 8. Financial crime                 | 9  |
| 9. Indemnities                     | 10 |
| 10. Termination                    | 10 |
| 11. Variation                      | 11 |
| 12. Notices                        | 11 |
| 13. General                        | 12 |
| 14. Glossary                       | 13 |

These **Protection terms of business** and the **guides** set out the basis of our relationship with you and replace any previous versions of these **terms**. These **terms of business** come into effect on 25 May 2018.

Words that appear in **bold** are explained in the glossary on page 13.

Please read these **Protection terms of business** and the **guides** carefully and save them for future reference. If there is anything you do not understand, please contact your ReAssure business consultant or our Customer Contact Centre either by email to [ask@reassurelife.co.uk](mailto:ask@reassurelife.co.uk) or by telephone on 0808 171 2600.

You are responsible for ensuring that your employees and **financial advisers**, and your **appointed representatives**, their employees and **financial advisers**, are aware of the **terms** and comply with them.

These **Protection terms of business** and the **guides** are for **financial advisers** only and should not be made available to **customers**.

These **Protection terms of business** apply to Protect – Life Cover (LC1), Protect – Critical Illness (CI1) which are open to new business and Protect Long Term Care (LT1) which is closed to new business.



You can find practical information on doing business with ReAssure on our website, at [www.reassure.co.uk/contact-us](http://www.reassure.co.uk/contact-us)

## 1. OUR RELATIONSHIP

- 1.1 We reserve the right not to accept **business** from or enter into a relationship with you or your **appointed representatives**. We do not have to give you a reason for our decision.
- 1.2 We will not accept **business** from you if you do not have the correct regulatory **permissions**, or if your regulatory **permissions** are removed or suspended. We will only accept business from:
- (a) firms authorised and regulated by the **FCA**, their **appointed representatives** and their **financial advisers** and employees
  - (b) **exempt professional firms**
  - (c) firms based and authorised in the United Kingdom, Isle of Man or Jersey.

We do not accept **business** from EEA passported-in firms and other firms outside the United Kingdom, the Isle of Man or Jersey.

- 1.3 You must not use the insurance mediation (as defined in the **FCA glossary**) services of **persons** who are not authorised or exempt for the purposes of the **Act**.
- 1.4 You must ensure that at all times you, your employees and **financial advisers**, and the employees and **financial advisers** of your **appointed representatives**, have all relevant **permissions** from the **FCA** and other regulatory bodies for the types of **business** submitted to us and any other regulated activities (as defined in the **FCA glossary**) that you or your **appointed representatives** carry out, and (where relevant) are authorised in respect of all relevant controlled functions (as defined in the **FCA glossary**) required for the activities that you or they perform. If you, your employees or **financial advisers**, or the employees and **financial advisers** of your **appointed representatives** lose your **permissions**, or cease to be authorised to perform any such controlled function required to carry out a particular type of **business**, you must cease doing that type of **business** immediately.
- 1.5 By agreeing to these **terms** you warrant that you have in place and will maintain a written contract with your **appointed representatives** which covers all **business** to be conducted by that **appointed representative**, their employees and **financial advisers**, with us and which complies with all applicable regulatory requirements.
- 1.6 You must tell us immediately if:
- (a) there is any change in the legal structure of your business, or you sell, transfer, assign or charge any part of your business to another legal entity
  - (b) your authorisation has been cancelled, suspended or withdrawn or your **permission** altered or restricted or made subject to any condition
  - (c) any of your **appointed representatives** or **financial advisers** have restrictions placed on them by any regulator or any **financial adviser** is suspended or ceases to be engaged by you, or ceases to be authorised as an approved person by the **FCA** or any similar regulator
  - (d) any contract with one of your **appointed representatives** is suspended or terminated for any reason
  - (e) you are an **exempt professional firm** and you cease to meet any of the conditions which must be met in order to be treated as such and/or you cease to be on the **FCA's** register
  - (f) any **customer** moves to another country

- (g) you are a body corporate and:
  - (i) a petition is presented against you or your assets for the appointment of an administrator
  - (ii) you have a liquidator, receiver, administrator or administrative receiver, compulsory manager or other similar officer appointed with respect to you or your assets
  - (iii) a winding-up petition is presented against you or a resolution passed for your winding-up
  - (iv) you suspend payment of your debts or are deemed unable to pay your debts under section 123(2) of the Insolvency Act 1986
  - (v) any procedure or step analogous to or comparable with any of those set out in sections 1.6(g)(i) to 1.6(g)(iv) is taken in any jurisdiction
- (h) you are an individual and:
  - (i) you become bankrupt
  - (ii) you enter into an arrangement with your creditors.

- 1.7 You must tell us if you or one of your **appointed representatives** has a change of name or head office address.
- 1.8 You are the **customer's** agent for all aspects of **business** (except when carrying out your own responsibilities to us as set out in these **Protection terms of business**). You shall not hold yourself out to be or describe yourself as a former or current agent, officer or employee of ours.
- 1.9 We will treat all **customers** as retail customers.
- 1.10 We may communicate directly with the **customer**.

We assume, and you must ensure, that any and all instructions submitted to us on behalf of a client are legitimate and have the full authority of the client. You must ensure that any and all information you provide to us about a client is complete and accurate in all material respects.

## 2. OUR ONLINE SERVICES

### APPLYING FOR ACCESS TO OUR ONLINE SERVICES

- 2.1 In order to obtain access to **Adviser View** or **Protect Quote and Apply** each individual **user** will need to register via our website.
- 2.2 We permit you, your employees and **financial advisers**, and your **appointed representatives**, their employees and **financial advisers**, to use our **online services** for the submission and management of **business**. You must ensure that all **business** carried out using our **online services** is carried out at all times in accordance with the requirements set out in these **Protection terms of business**.
- 2.3 Each **user** of the **online services** should have their own user name and password and that user name and password must only ever be used by them.

### SECURITY

- 2.4 You shall take appropriate technical and organisational measures against:
  - (a) unauthorised access to or disclosure of the **OS information** to a third party
  - (b) accidental loss of or damage to the **OS information** by you, your employees or **financial advisers**, or your **appointed representatives**, their employees or **financial advisers** or any third party,
 in whatever form the **OS information** is displayed or stored.

 A copy of the master user registration form can be found on our website at [www.reassure.co.uk/contact-us](http://www.reassure.co.uk/contact-us)

 You can register for access to Adviser View at [ask@reassure.co.uk](mailto:ask@reassure.co.uk)

 You can find practical information on doing business with us on our website, at [www.reassure.co.uk/contact-us](http://www.reassure.co.uk/contact-us)

- 2.5 You shall maintain the confidentiality and security of the **OS information**, your username, password and digital certificate (if any) and shall not pass on details of the same to any third party. You undertake to amend your password whenever any individual who is not entitled to use or have access to such password gains access to it.
- 2.6 You shall immediately notify us and desist from any future use of the **online services** if:
- (a) as a result of a change of employment (or for any other reason), you are no longer entitled to use the **online services**
  - (b) you believe that your security credentials have been compromised.
- 2.7 If a **user** leaves your firm you must notify us immediately so we can remove their access to **Adviser View** and/or **Protect Quote and Apply** (as the case may be).

#### SUBMITTING APPLICATIONS ONLINE (This section only applies to **Protect Quote and Apply**)

- 2.8 You may only make **applications** to us online with the express authority of the **customer** for whom you are acting. You must follow our online instructions and at our request you must provide evidence of your authority to act.
- 2.9 You must ensure that due care and diligence is used when inputting data and that data is checked carefully and is correct before it is submitted to us.
- 2.10 We will confirm to you receipt of each **application**. If you do not receive this confirmation, the submission has not been successful.

#### GENERAL USE OF OUR ONLINE SERVICES

- 2.11 We reserve the right to alter the content, presentation, performance, **user** facilities and availability of all or any part of the **online services** at our sole discretion.
- 2.12 The time of receipt or delivery of an instruction or communication sent or received electronically by us will be determined by the time recorded on our systems.
- 2.13 We do not make any warranties, express or implied, as to the accuracy, adequacy, completeness and quality of the **OS information** or the **online services**. We will have no liability to you for any loss or damage, direct or indirect, whether foreseeable or not, suffered by you as a result of any withdrawal of our **online services** or for any failure of our **online services** (whether such failure is caused by events within or outside our control) or for any transaction made in reliance on information provided to you or your **users** through our **online services**.
- 2.14 We will maintain suitable business continuity arrangements to recover and restore our online services and data in the event of a disaster.
- 2.15 Our **online services** and all **OS information** are protected by **intellectual property rights** (including copyright, database, trademark and design rights protection). You shall not acquire or purport to own any **intellectual property rights** in our **online services**. You may make use of the **OS information** solely for your own internal business purposes. The **OS information** may be reproduced and merged with other information held by you only to the extent that this is necessary in the ordinary course of business.
- 2.16 Unless specifically authorised by us, you must not affix your logo, brand name or corporate details to any documentation produced by us, or any other company within the Old Mutual group of companies.
- 2.17 We may immediately suspend or terminate your right to access our **online services** if you use them for any purpose which is not permitted by us.
- 2.18 We make no warranties, implied or otherwise, that our **online services** can be used legitimately in any jurisdiction outside the United Kingdom.
- 2.19 The **online services** use files called 'cookies' which automatically collect information from your computer to help us give you the full experience of the website. By using the **online services** you consent to the use of cookies.



You can find further information in our privacy and cookie policy page at [www.reassure.co.uk/privacy-notice](http://www.reassure.co.uk/privacy-notice)



These guides can be found on our website at [www.reassure.co.uk/adviservice](http://www.reassure.co.uk/adviservice)

### 3. DOCUMENTS

- 3.1 We may supply and accept documents through our **online services** but we are not obliged to do so.
- 3.2 You must pass on any documents supplied by us intended for the **customer** and vice versa. You must pass these on immediately without alteration.
- 3.3 You must not:
  - (a) issue any circular, advertisement, leaflet or other promotional material about us unless we have supplied the document or approved it in writing
  - (b) prepare and issue or vary a plan, policy, **application** form, endorsement, note, contract note, certificate or receipt or other document on our behalf.
- 3.4 We are able to inspect, or ask you to deliver to us, any books, documents, computer software or hardware belonging to us or in connection with **business** placed with us and in your possession.

### 4. REMUNERATION PAYMENTS

- 4.1 We will credit or pay **commission** on **business** arranged by you or your **appointed representatives** and accepted by us, as set out in the ReAssure Life Limited **Protect Remuneration Guide**.
- 4.2 All **remuneration** payments to you are inclusive of VAT if applicable.
- 4.3 If you instruct us to make a payment of any **remuneration** due to you to any third party (including an **appointed representative**), you acknowledge that:
  - (a) this instruction is a payment instruction only
  - (b) the relevant **business** has been introduced exclusively by you
  - (c) the payment fully satisfies our obligation to you
  - (d) you will be responsible for making any repayment that is necessary.
- 4.4 We may terminate any such arrangement to pay a third party immediately. We are not obliged to give you any reason for our decision.

#### PAYMENT METHOD, MINIMUM PAYMENT BALANCE AND FREQUENCY

- 4.5 All payments are made by direct credit and are subject to the three-day BACS clearance process. We may agree to pay by CHAPS. If we do, we will deduct a CHAPS charge of £23.
- 4.6 You can choose to be paid:
  - (a) weekly
  - (b) fortnightly
  - (c) monthly, on a specific date from 1st to 28th, or monthly, at the end of the month.
- 4.7 If you want to change your selected payment date or frequency please e-mail us at: **ask@reassurelife.co.uk**
- 4.8 If your account falls into debt, we will issue payment statements to you at the end of each month, regardless of your normal payment frequency.
- 4.9 A payment and statement will be generated when on your payment date there is a balance of over £100 due to you from ReAssure Life Limited. If the balance is less than £100, this will be carried forward, and a payment and statement will be generated when on your next payment date the balance is over £100.
- 4.10 Remuneration statements are sent by mail.

- 4.11 Duplicate copies of previous statements are available and will only be provided on payment of an administrative charge.
- 4.12 Where we are passing on a payment to you from a third party, such as a fund manager or a **customer**, we shall only be required to do so to the extent that we have received that payment in cleared funds from that third party free of any charge or other restriction.

## 5. REPAYMENT OF REMUNERATION TO US

### CANCELLATIONS AND REFUNDS

- 5.1 If a **customer** exercises the right to cancel any contract or investments, or if contributions or premiums are refunded to a **customer** for any reason, such as a **customer** complaint:
- (a) we will not pay you any **commission**
  - (b) you will repay to us any **commission** already paid.

### REPAYMENT OF REMUNERATION

- 5.2 If you become liable to repay **remuneration** or any overpayment to us, you must do so within three months of the date you first become liable to repay it.
- 5.3 If you do not repay any outstanding sum to us within three months of the date you first become liable to repay it, interest will be added to that sum at a rate determined by us, which is currently 0.67% per month, compounded monthly, calculated from the first day of the month following the month in which you become liable to repay the sum to us.
- 5.4 We are entitled to set off any sums owed to us by you against any other sum payable by us to you or any other firm where there is evidence of common ownership, directorship or other links with you. The right to set off payments applies across the ReAssure group of companies. If the sum due to you is insufficient, you must repay any outstanding balance to us in accordance with section 5.2.

## 6. YOUR OWN BUSINESS

- 6.1 We will pay remuneration on a non-indemnity basis for protection business which is in your own name, or in the name of your employees, directors or officers and any close relatives (as defined in the FCA glossary).
- 6.2 You must disclose such business to us at the time of submission. If you do not do this, and we pay remuneration to you on an indemnity basis, you must repay any commission you were not entitled to.

## 7. DATA PROTECTION

- 7.1 Terms defined in **data protection law** have the same meaning when used in these **terms of business**, unless the context requires otherwise.

### CLIENT DATA

- 7.2 For the purposes of **data protection law** and in relation to the processing of clients' **personal data**, both parties agree that they each act as an independent controller and neither party acts as a joint controller with, or processor for, the other party.
- 7.3 Each party must:
- a) comply with its obligations under **data protection law**; and
  - b) process **personal data** in a manner that ensures appropriate security of the data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

- 7.4 Without limiting section 7.3, in relation to all **personal data** that you provide to us, you must ensure that you have: (a) an appropriate lawful basis, including where necessary under **data protection law**, appropriate consent from the data subjects of the **personal data**; and (b) provided all necessary **privacy information**, in each case to transfer the **personal data** to us and to enable us to lawfully process the **personal data** for the purposes contemplated by these **terms**.
- 7.5 You must notify us as soon as you become aware of any data subject of the **personal data** who objects, or (where applicable) withdraws consent, to their **personal data** being processed by us or disclosed by us to you.
- 7.6 You must keep records of the manner in which you have complied with sections 7.4 and 7.5 and promptly provide these records to us upon our request.
- 7.7 You must promptly (and in any event within 24 hours of becoming aware) notify us if you:
- receive a complaint, claim or other communication (including any communication from a **data protection regulator**) which relates to either party's actual or alleged non-compliance with **data protection law** with respect to any clients' **personal data**; or
  - become aware of an actual or suspected **security incident** with respect to the **personal data**.
- 7.8 Notwithstanding section 14, all notifications under section 7.7 must be made by email to HeritageCusPriv@omwealth.com. You must provide us with such assistance and cooperation as we reasonably request in order to address and resolve the complaint, claim, communication or **security incident** referred to in section 7.7.

#### ADVISER DATA

- 7.9 We collect and process **personal data** from you, your employees and **financial advisers** and your **appointed representatives**, their employees and **financial advisers**, in order to communicate with you, provide you with services and/or for business administration purposes. We collect the following types of data:
- your name
  - address and other contact details
  - financial details (eg: for fees and commission)
  - information about your health or dietary requirements (please note we will only collect such sensitive information in relation to the provision of certain services, e.g. seminars)
- 7.10 We may share your data, by electronic or other means to:
- other companies within our group of companies, where it may be used for assessment and statistical analysis purposes
  - a closed group of life assurance companies including ReAssure (via the Elixir 2000), for the purpose of due diligence on your firm
  - a third party to verify your identity in line with money laundering or other requirements
  - third parties who provide services to us (eg: IT services, research and marketing services and for statistical and analytical purposes)
  - third parties where required by law, court order or regulation
  - other organisations, including the police or fraud prevention agencies and databases, to prevent and detect fraud.

- 7.11 We will always keep your data safe and secure. We will never sell your data, and we will not send you communications about unrelated services without your consent.
- 7.12 Our full Privacy Notice holds much more information about how we collect, use and share your **personal data** and that of your clients and it provides information about the rights you and your clients have in relation to your and their **personal data**, and how to contact us if you have any concerns. Please go to [www.reassure.co.uk/privacy-notice](http://www.reassure.co.uk/privacy-notice) or write to: ReAssure Group Data Protection Officer, Windsor House, Telford Centre, Telford Shropshire, TF3 4ND.

## 8. FINANCIAL CRIME

- 8.1 You will be responsible as agent of the **customer** for obtaining, recording and preserving (for a minimum period of five years after your relationship with the **customer** ends) evidence of the identity of all relevant parties introduced to us by you, in accordance with:
- (a) the requirements of the **FCA** and any other relevant regulator
  - (b) all applicable UK anti-money laundering and counter-terrorist financing legislation
  - (c) the recommendations published from time to time by the Joint Money Laundering Steering Group
  - (d) any requirements we may have relating to anti-money laundering and counter-terrorist financing which we notify to you.
- 8.2 With any **application**, you will need to send us a completed 'Confirmation of Verification of Identity' (or alternative confirmation as agreed by us and communicated to you) for all relevant parties involved with the contract. The Confirmation of Verification of Identity must be in a format approved by the Joint Money Laundering Steering Group or by us.
- 8.3 You shall act at all times in compliance with all applicable laws and regulations relating to:
- (a) anti-bribery and corruption, including, without limitation, the Bribery Act 2010, and you shall have, maintain and comply with adequate procedures of the type described in section 7(2) of the Bribery Act 2010.
  - (b) the prevention of the facilitation of tax evasion, including but not limited to the Criminal Finances Act 2017, and shall have in place and maintain such policies and procedures as are reasonable to prevent the facilitation of tax evasion
- 8.4 At our request you must immediately:
- (a) make available to us any information about any **customers** (and any related parties) which you have obtained when applying **customer** due diligence measures
  - (b) forward to us copies of any identification and verification data and other relevant documents on the identity of any **customers** (and any related parties) that you have obtained when complying with section 8.1.
- 8.5 We may request additional information from you about any **customer** at any time.
- 8.6 We may return or cancel an investment if there is any delay or failure to provide information to us to enable us to satisfy ourselves that you have complied with your obligations in this section.

## 9. INDEMNITIES

- 9.1 You will indemnify us and keep us indemnified against any loss arising from:
- (a) introduction of **business** beyond your authorisation, or when your authorisation has been cancelled or withdrawn
  - (b) provision of incorrect information by you, including but not limited to a breach of section 1.11 of these terms
  - (c) infringement of our **intellectual property rights**
  - (d) any intellectual property provided by you which infringes the **intellectual property rights** of a third party
  - (e) misuse of our **online services** by any of your **users**
  - (f) breach of your obligations under section 8 of these terms and **data protection law**.

## 10. TERMINATION

- 10.1 Either party may terminate these **terms** by giving 30 days' notice in writing to the other.
- 10.2 We may terminate these **terms** immediately and without notice, with no further obligation to you, if:
- (a) you or one of your **appointed representatives** commits a material breach of these **terms**
  - (b) you or one of your **appointed representatives** commits a material breach of **FCA rules** or the rules of any other regulator to which you or they are subject
  - (c) you are a body corporate and:
    - (i) a petition is presented against you or your assets for the appointment of an administrator
    - (ii) you have a liquidator, receiver, administrator or administrative receiver, compulsory manager or other similar officer appointed with respect to you or your assets
    - (iii) a winding-up petition is presented against you or a resolution passed for your winding-up
    - (iv) you suspend payment of your debts or are deemed unable to pay your debts under section 123(2) of the Insolvency Act 1986
    - (v) any procedure or step analogous to or comparable with any of those set out in sections 11.2(c)(i) to 11.2(c)(iv) is taken in any jurisdiction
  - (d) you are an individual and:
    - (i) you become bankrupt or die
    - (ii) you enter into an arrangement with your creditors
  - (e) your authorisation has been cancelled, suspended or withdrawn or your **permission** altered or restricted or made subject to any condition where the effect is to limit or prevent you from lawfully conducting **business** with us
  - (f) you or one of your **appointed representatives** acts, or omits to act, in a way which in our opinion is unprofessional
  - (g) you are an **exempt professional firm** and you cease to meet any of the conditions which must be met in order to be treated as such and/or you cease to be on the **FCA's** register
  - (h) you cease for any reason to be permitted by us to offer **protect products** for sale.
- 10.3 On termination of these **terms** for whatever reason:

- (a) all entitlement to **commission** will cease with immediate effect
- (b) there will be no proportionate payment of **commission** to cover the period between the last payment date and the date of termination
- (c) we will no longer be able to send or release to you any **customer**-related information
- (d) we will withdraw access to our **online services** for all **users** with immediate effect
- (e) you must return all books, documents, computer software or hardware belonging to us and in your possession, custody or control, immediately upon request
- (f) your licence to hold or use any software of ours in your possession will cease
- (g) you will remain liable for all accrued liabilities and repayment of **remuneration** (including interest).

10.4 All duties of non-disclosure, data protection (including section 8), confidentiality, disclaimers, indemnities and exclusions contained within these terms shall survive termination of these terms.

## 11. VARIATION

11.1 We reserve the right to vary these **terms**. Notice of any change will be given to you through our **online services** and via e-mail. If any variation to these **terms** operates to your disadvantage, we will give you at least 30 days' notice of the change, unless the change is for legal or regulatory reasons and it is not possible to do so. If we are not able to give you 30 days' notice, we will give you as much notice as possible. You will be deemed to have accepted the revised **terms** by continuing to deal with us.

## 12. NOTICES

12.1 If a notice from either party is served by first-class post, it will be deemed delivered two **working days** after being posted and in proving such service it shall be sufficient to prove that the envelope was properly addressed, stamped and posted.

12.2 All notices from you under these **terms** must be in writing on your firm's headed paper, signed by an authorised signatory. In the case of your **appointed representatives**, notification of changes relating to an **appointed representative** can come from you or the **appointed representative** in question, with the exception of moving **business** away from an **appointed representative** where the instruction must come from you.

12.3 All notices required from you to us under these **terms** should be addressed to our **head office** or sent by fax to 023 8048 1454. We do not accept notice by e-mail.

## 13. GENERAL

- 13.1 These **terms** cannot be enforced by someone who is not a party to these **terms**. We can enforce these **terms** in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999, and are entitled to recover any loss suffered in connection with these **terms**.
- 13.2 If we waive any of these **terms** it does not mean that subsequent breaches will be allowed.
- 13.3 These **terms** are not assignable or transferable. Any change in or reconstruction of your business which results in the transfer of all or part of your business to a different legal entity will require that other legal entity to apply to enter into **terms** with us in its own right.
- 13.4 These **terms** do not create any partnership, joint venture or agency relationship between us and you.
- 13.5 These **terms** are subject to the law of England and Wales and we and you both agree that the courts of England and Wales shall have exclusive jurisdiction.
- 13.6 A reference in these **terms** to a statute, secondary legislation, rule or regulation is a reference to it as amended, extended, replaced or re-enacted from time to time.
- 13.7 If any provisions of the **Protection terms of business** at any time conflict with any provisions of the **guides**, the **Protection terms of business** shall prevail.
- 13.8 We reserve the right to make a charge to cover any administration costs where you ask us to carry out work not covered by our normal administration processes.
- 13.9 Where you have made an error which requires correction and which has a cost consequence to either the **customer** or us, we reserve the right to make a charge to cover the cost of ensuring that the **customer** is not disadvantaged by your error and that our resulting administration costs are met.

# GLOSSARY

## 14. GLOSSARY

16.1 In these terms the following expressions have the meanings set out below:

|                              |   |
|------------------------------|---|
| Act                          | The Financial Services and Markets Act 2000.  |
| Adviser View                 | means the adviser extranet in respect of the <b>Protect product</b> .   |
| Application                  | A form or electronic application which satisfies our requirements and includes the customer's acceptance of our Terms and Conditions.   |
| Appointed representative     | Any company, partnership or <b>person</b> who is exempt from the requirement to be an authorised person for the purposes of the Financial Services and Markets Act 2000 by reason of section 39 of that Act, and for whom you have accepted responsibility in the conduct of <b>business</b> .  |
| Authorised firm              | A firm, partnership or company holding the relevant <b>permission</b> from a regulatory body to carry out <b>business</b> and apply for <b>terms</b> .  |
| Business                     | Arranging and/or advising on any of our <b>Protect products</b> for a <b>customer</b> .   |
| Commission                   | Commission as described in the ReAssure Life Limited <b>Protect Remuneration Guide</b> .  |
| Customer                     | Has the meaning given in the <b>FCA's glossary</b> . Customers may be referred to as clients in other relevant documents (for example, Key Features Documents and Product Terms and Conditions).  |
| Data Protection Law          | All applicable laws and regulations pertaining to the security, confidentiality, protection or privacy of <b>personal data</b> , from time to time in force, including (without limitation and to the extent applicable) the <b>GDPR</b> .  |
| Data Protection Regulator    | A regulator with jurisdiction over the <b>personal data</b> processing activities contemplated by these <b>terms</b> .  |
| Exempt professional firm     | Has the meaning given in the <b>FCA glossary</b> .  |
| FCA                          | The Financial Conduct Authority, including any successor regulators.  |
| FCA glossary                 | The <b>FCA's glossary</b> of defined expressions used in its handbook of rules and guidance, as amended or replaced from time to time.  |
| FCA rules                    | The principles, rules, directions, evidential provisions and guidance of the <b>FCA</b> from time to time as set out in its Handbook of Rules and Guidance.   |
| Financial adviser            | Has the meaning given in the <b>FCA glossary</b> .  |
| GDPR                         | The European General Data Protection Regulation, namely Regulation (EU) 2016/679.   |
| Guides                       | <ul style="list-style-type: none"><li>• ReAssure Life Limited <b>Protect Remuneration Guide</b></li><li>• Legal Framework Document</li></ul>  |
| Head office                  | Broker Administration Department, Old Mutual House, Portland Terrace, Southampton SO14 7AY.   |
| HMRC                         | HM Revenue & Customs.   |
| Intellectual property rights | Any and all patents, trademarks, registered designs (and any applications for any of the foregoing), copyright, database right, unregistered design right, trade marks, business names, rights in software, domain names, know-how and any other intellectual property right in each and every part of the world together with all applications, renewals, revisions and extensions in relation to any of them. |

|                              |  |
|------------------------------|--|
| Online services              | <b>Adviser View</b> and <b>Protect Quote and Apply</b> and any other system or tool made available to you electronically including through the internet.   |
| OS information               | Any information obtained from our <b>online services</b> .   |
| Permission                   | Permission under Part IV of the Act to carry out regulated activities in the United Kingdom, or equivalent permission in the Isle of Man or Jersey.  |
| Person                       | Any person, including a body of persons corporate or unincorporated.   |
| Personal Data                | Personal data that is processed in furtherance of the arrangements contemplated by these <b>terms</b> , including personal data relating to clients.   |
| PRA                          | Prudential Regulation Authority, including any successor regulators.   |
| PRA Rules                    | The principles, rules, directions, evidential provisions and guidance of the PRA from time to time as set out in its Handbook of Rules and Guidance.   |
| Privacy Information          | The information that must be provided to data subjects in relation to the processing of their <b>personal data</b> , as required by Articles 12, 13 and 14 of the <b>GDPR</b> (or equivalent provisions of any other <b>data protection law</b> ). |
| Protect Product              | Any Protect product offered for sale or arranged by us from time to time.  |
| Protect Quote and Apply      | Means the adviser extranet in respect of the <b>Protect product</b> .  |
| Protection terms of business | These Protection terms of business.  |
| Regulations                  | The <b>Act</b> and the <b>FCA rules</b> so far as applicable.  |
| Remuneration                 | Any form of payment, as described in the ReAssure Protect Remuneration Guide, that we make to you in relation to <b>business</b> .   |
| Security Incident            | Any breach of security affecting the <b>personal data</b> (including (without limitation) a <b>personal data</b> breach as defined in the GDPR).   |
| Terms                        | These <b>Protection terms of business</b> and the <b>guides</b> .  |
| User                         | Your employees and <b>financial advisers</b> and those of your <b>appointed representatives</b> to whom you have given access to our <b>online services</b> .  |
| You, your and yourself       | The <b>authorised firm</b> applying for <b>terms</b> , and where appropriate, its employees and <b>financial advisers</b> , and the employees and <b>financial advisers</b> of its <b>appointed representatives</b> .                              |
| We, us and our               | ReAssure Life Limited.   |
| Working day                  | 9am to 5pm Monday to Friday, but not including any day that is a bank or public holiday in England.  |

16.2 In these **terms**:

16.2.1 any other words or phrases which are defined in the **FCA rules** and **PRA rules** shall have the same meanings in these **terms** unless the context requires otherwise; and

16.2.2 references to statutory provisions, regulations, notices or the **FCA rules** and **PRA rules** shall include those provisions, regulations, notices or rules as amended, extended, consolidated, substituted or re-enacted from time to time.

**ReAssure**

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ReAssure Life Limited, Registered Office: Windsor House, Telford Centre, Telford, Shropshire, TF3 4NB.

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Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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