



JULY 2023

TERMS OF BUSINESS

ADVISER USE ONLY

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WELCOME TO GUARDIAN

These **terms of business** apply to the way that we will do business with each other. We recommend that you read them carefully before you sign the declaration at the end of this document and that you keep a copy for future reference.

Guardian Financial Services Limited is an appointed representative of Scottish Friendly Assurance Society Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Registered office: Galbraith House, 16 Blythswood Square, Glasgow G2 4HJ. Registration number 110002. Guardian Financial Services Limited is registered in England and Wales under number 11115769. Registered office: 11 Strand, London WC2N 5HR.

We, and you, all undertake to comply with the **applicable laws** at all times. If there is any conflict between the **applicable laws** and these **terms of business**, the **applicable laws** will take precedence.

Definitions are shown in bold throughout these **terms of business**.

SECTION 1: DEFINITIONS

- **Act** – means the Financial Services and Markets Act 2000.
- **Applicable laws** – any law, regulatory requirement, or other industry requirement which applies to us and/or you. For these purposes a requirement includes rules, guidance or statements of good practice issued by a regulatory or industry body (including the FCA or the PRA) which we or you are expected to comply with.
- **Appointed representatives** – has the meaning set out in section 39(2) of the Act.
- **Business** – long-term insurance contracts for protection provided by us.
- **Client** – the applicant or prospective applicant on whose behalf you are acting. This includes other individuals who may not be an applicant or policyholder such as claimant, beneficiary or person named in a trust.
- **Client personal data** – personal data (as defined in the Data Protection Laws) that relates to a client or, where a person covered is not a client, the person covered.
- **Consumer Duty** – means the FCA's Consumer Duty set out in the FCA's Consumer Principle (Principle 12 - "A firm must act to deliver good consumer outcomes for retail customers"), which requires that retail customers should get: (i) communications they can understand; (ii) products and services that meet their needs and offer fair value; and (iii) customer support they need, when they need it. In addition, there are three cross cutting rules designed to support Principle 12 and four outcomes setting out more detailed expectations for how firms can meet Principle 12.
- **Data Protection Laws** – the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the General Data Protection Regulation (Regulation (EU) 2016/679) as it forms part of domestic law in the United Kingdom, as applicable by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time), and all other applicable laws and regulations relating to the protection of personal data, in each case as may be in force from time to time.

- **FCA** – means the Financial Conduct Authority or any successor(s).
- **In force policy** – the period in which a policy is in force being any point after the client accepts the policy terms offered and the policy is issued.
- **Personal data** – personal data as defined in the **data protection laws** that relates to you or your employees or representatives.
- **PRA** – means the Prudential Regulation Authority or any successor(s).
- **Regulated activities** – means the activities specified as such in the Financial Services and Markets Act 2000 (Regulated Activities) Order.
- **Rules** – means the rules and guidance set out in the FCA's Handbook as in force from time to time including the Principles for Business (the "Principles") together with the rules and guidance set out in the PRA Rulebook.
- **Terms of business** – these terms of business between us and you.
- **User** – means any Person nominated by you to have access rights on your behalf to the Guardian Extranet and any other services provided by us to you now or in the future.
- **Us / We** – means Guardian Financial Services Limited an appointed representative of Scottish Friendly Assurance Society Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.
- **Vulnerable Clients** – means, in line with the FCA definition, someone, who due to their personal circumstances, are especially susceptible to harm, particularly when a firm is not acting with appropriate levels of care. Vulnerability is related to four key drivers; namely, health, life events, resilience and capability.
- **Website** – any website or online presence used by Guardian from time to time.
- **Working day** – Monday to Friday from 9am to 5pm, other than public holidays in Scotland and/or England.
- **You** – are a person, firm or company authorised under the Act or any other applicable law who has entered into these terms of business with us, and for the purpose of these terms of business 'you' includes, where appropriate, your partners, directors, employees, appointed representatives and any person for whom you are responsible.

Reference to a clause or paragraph is referring to a clause or paragraph of these **terms of business** unless otherwise specified. The headings in these **terms of business** shall not affect its construction or interpretation.

Any reference to a statutory provision, rule or guidance shall be taken to be a reference to that statutory provision, rule or guidance as amended or enacted from time to time.

SECTION 2: DOING BUSINESS TOGETHER

- 2.1 These **terms of business** set out the conditions upon which we accept applications for **business** from you. By submitting applications to us, you agree to our **terms of business** and confirm that the **client** has been made aware of how our terms apply to them including but not limited to our use of their **client personal data**.

- 2.2 We reserve the right to vary our **terms of business** at any time, and will let you know of any change as soon as we reasonably can. We may choose to use the Guardian **website** to do this.
- 2.3 Changes will take effect from the date specified in the notification, or from the date we publish the notification, unless changes in the **applicable laws** dictate otherwise.
- 2.4 Changes to our **terms of business** will not affect **business** already in force, or applications submitted before the changes take effect, except to the extent required by the **applicable laws**.
- 2.5 If there is any conflict between the **applicable laws** and these **terms of business**, the **applicable laws** will take precedence.

SECTION 3: WHAT YOU CAN EXPECT FROM US

- 3.1 We will treat you as your **client's** agent unless you, or your **client**, tell us otherwise and you must explain to them what this involves.
- 3.2 We may use any information or data you give us (excluding **client personal data**) for the purposes of conducting market research, preparing strategic or other marketing plans or gauging product sales or product performance. (Refer to Data Protection (section 10) for further detail)
- 3.3 In doing so we will always comply with the **applicable laws**, and where appropriate will amend the information or data so as not to identify the **client**.
- 3.4 We may run relevant searches and checks on you (including your credit worthiness) as we see fit.
- 3.5 We reserve the right not to accept **business** from you, and will not accept it where you are not appropriately authorised.
- 3.6 We are committed to embedding **Consumer Duty** into our business and will provide all the necessary information to support the delivery of good customer outcomes as required by the **Consumer Duty**.
- 3.7 We are committed to acting in good faith towards your **clients**, avoiding causing them foreseeable harm and supporting them in pursuing their financial objectives.
- 3.8 We are committed to offering products and services that:
 - a meet the needs of those **clients** for whom they are intended;
 - b provide fair value;
 - c provide customer service that is responsive and helpful; and
 - d provide **clients** with supporting information equipping them to make good decisions.

- 3.9 We are committed to achieving good outcomes for **Vulnerable Clients** in our target market by:
- a understanding their needs;
 - b providing our staff with appropriate training;
 - c ensuring our products are designed to meet the needs of our target market customers; and
 - d monitoring and assessing our products meet their needs.
- 3.10 If in our dealings with a **Client**, we believe they're displaying vulnerable characteristics, we will categorise them as a **Vulnerable Client** who may need some kind of enhanced support. We may contact you to obtain additional information.

SECTION 4: WHAT WE EXPECT YOU TO DO

- 4.1 As your **client's** agent, you will, whenever appropriate, advise them of all the relevant terms and conditions that apply to the **business** placed with us, on the suitability of each aspect, and of the amount of any commission or other remuneration you earn or receive for it. You will make all disclosure to the **client** that are required under the **applicable laws** to be made by you.
- 4.2 You are not and may not purport to be our agent at any time. Without limitation, you have no authority to do any of the following:
- a sign or amend any documents, or any policies on our behalf;
 - b bind us to any contract with a **client** or any other party;
 - c accept premiums or contributions for **business** on our behalf or represent yourself as being entitled to do so; or
 - d make any statements or promises or representations of any kind which bind or purport to bind us and you will not hold yourself out as having authority to make such representation.
- 4.3 You will always act in your **client's** best interests and comply with the **applicable laws** on suitability and make sure all communications with your **clients** are clear, fair and not misleading in compliance with the FCA Rules (particularly Principle 12 (Consumer Duty) in the FCA Rules).
- 4.4 You will run your organisation in an appropriate and professional manner.
- 4.5 You will be responsible for the conduct, actions and omissions of your employees, **appointed representatives** and anyone else who represents you, and you will have appropriate monitoring in place to ensure they are reliable. You will also make sure they are aware of, understand and act in accordance with our **terms of business**.
- 4.6 If you have any concerns or become aware of anything unusual in your relationship with us, those you are responsible for, and/or any **business** you have submitted to us, you must tell us immediately.
- 4.7 You warrant that you have full authority from your **client** and all necessary authorisations from your regulator and under the **Act** and **Data Protection Laws** and/or any other **applicable laws** to enable you to act under our **terms of business**.
- 4.8 You agree to notify us without delay if you cease to be regulated and authorised by the **FCA** or **PRA**, the scope of your permissions to conduct **Regulated activities** is changed or you are censured, fined or disciplined by the **FCA** or **PRA**.

- 4.9 We place particular importance on ensuring that **business** is conducted in accordance with **FCA** requirements. We will not conduct further business with you where we believe that you have not met the **Consumer Duty** requirements. In order to meet our obligations to deliver good customer outcomes we may from time-to-time request information from you about your approach to, and compliance with, **Consumer Duty**. You agree to supply us with information that we reasonably request without delay.
- 4.10 You will ensure that any information you give us about your **client** has come directly from them, or with their consent, and is true, complete and accurate to the best of your knowledge and belief.
- 4.11 You will tell your **client**, in good time before submitting an application, that they must answer our application questions honestly and in full to the best of their knowledge and belief. Your **client** must take reasonable care not to make any misrepresentation in providing their answers or any additional information to us. If the application includes income protection, your **client** must tell us if any answers given on their application have changed before their cover starts. You are responsible for explaining this to them and the potential consequences if incorrect or incomplete information is provided.
- 4.12 Where you identify a vulnerable characteristic, as defined by the **FCA**, in a new or existing **client**, which may require them to be categorised as a **Vulnerable Client**, you should notify us, so we can consider what enhanced support they might need and to update our records accordingly.
- 4.13 You will pass on without delay any electronic documentation we give to you for your **client** without making any amendments to it, and obtain their signature where we need it or where otherwise appropriate.
- 4.14 You will immediately electronically pass to us any documentation your **client** gives you in relation to the **business**, keeping copies on your file.
- 4.15 Where your **client** is more than one person, you will ensure that you perform your obligations set out in our **terms of business** for each of them.
- 4.16 You will immediately pass to your **client** any notification of amendments we propose to make in relation to their application or to **in-force policy**, and will explain the amendments to them.
- 4.17 You will confirm to us your **client's** rejection or acceptance of any amendments as soon as you receive it from them.
- 4.18 Email communications are not necessarily secure, and may be intercepted or changed after they are sent. We do not accept any liability where such communications are changed or are not delivered.
- 4.19 You must ensure that you have adequate security measures in place (including but not limited to any measures we ask you to take) and that the appropriate measures are in place to prevent harmful viruses being sent to us electronically.
- 4.20 You will maintain professional indemnity insurance in line with the requirements of the regulatory body or association you belong to, and will give us a copy of your policy on request.
- 4.21 You will comply with all the **applicable laws**, including the requirements of any voluntary body of which you are a member.
- 4.22 You will give us regular updates of anyone joining or leaving your organisation who submits **business** directly to us.
- 4.23 You indemnify us against any loss, cost, damage, expense, liability action, proceedings, claims or demand however arising we suffer if you act outside of or in breach of any **applicable law** or our **terms of business**.

SECTION 5: COMMISSION

- 5.1 We will credit you commission for **business** from the date of the **in force policy**.
- 5.2 We will negotiate the rate and terms of your commission separately, and may vary these at any time. We will let you know about any variation, though not necessarily in writing.
- 5.3 Any commission we pay you will follow the principles and rules of our regulator and/or any **applicable law**.
- 5.4 We will pay your commission in arrears and provide you with statements confirming payments.
- 5.5 We will stop paying commission for **business** that is cancelled, lapses, ends, or if premiums stop being paid for any reason.
- 5.6 If the terms of the **business** are varied and/or the premiums change, we may vary the amount of commission we pay you accordingly.
- 5.7 You may ask us to apply some or all of your commission to reduce the premiums payable by your **client** for their policy.
- 5.8 We will pay indemnity commission at our sole discretion, and in all circumstances, reserve the right to pay non-indemnity commission.
- 5.9 Where we agree to pay indemnity commission, the additional clauses 5.11 – 5.15 will also apply.
- 5.10 We will not pay commission for any **business** that is terminated or cancelled from inception, or if the first premium is not paid, and we will claw back any commission already paid. The repayment will be due immediately. If any **business** becomes void or is cancelled from inception for any reason, including misrepresentation or non-disclosure, we will claw back all commission paid for that policy, and the repayment will be due immediately.
- 5.11 If any **business** is terminated or cancelled other than from inception, or if premium payments reduce, vary, stop or are suspended during the initial earnings period agreed in our commission negotiations, we will claw back a proportion of the indemnity commission we paid you. We will calculate the proportion based on factors including the changes to the premium and the period from the date of the change until the end of the initial indemnity period.
- 5.12 We will tell you on your statement of account that repayment is due.
- 5.13 If you do not repay the commission within 28 days of it becoming due, we may charge interest on the commission to be repaid, at a maximum of 4% above Barclays base rate accrued each month.
- 5.14 If you breach our **terms of business** by not repaying commission immediately or failing to repay any debt you owe us, we reserve the right to share this information with other financial institutions (including to the Elixir2000 database which is maintained on behalf of insurers or to any similar body) and with any appropriate regulatory bodies.
- 5.15 We may vary or withdraw our agreement to pay you indemnity commission at any time, at our sole discretion.

SECTION 6: COMMISSION REPAYMENT AND SET-OFF

- 6.1 Where you are due to pay, repay or reimburse any sum to us, you should pay it without our issuing a formal demand, unless otherwise stated in our **terms of business**.
- 6.2 Where possible, we will set-off any commission you owe us against any we owe you under our **terms of business**.
- 6.3 We may set-off any commission or other payment we have credited to you under our **terms of business** against any other debt you owe us under any other agreement or arrangement.
- 6.4 We may set-off any other commission or payment owed to you against any debt you owe us under our **terms of business**.
- 6.5 We will let you know before we perform any setting-off against payments due to you or debts owed by you other than under our **terms of business**.
- 6.6 Exercising our rights under this clause will be without prejudice to any other rights or remedies available to us under our **terms of business** or otherwise.

SECTION 7: CEASING TO ACT FOR THE CLIENT

- 7.1 If the **client** asks us to, we will transfer their **business** to another intermediary. If you tell us that your organisation has been legally transferred to another intermediary, we may also transfer the **client's business** to that intermediary.
- 7.2 If your **client's business** is transferred to another intermediary, or if you cease to act on their behalf for any other reason, we may stop paying you commission for their **business** – other than any commission due to you before you ceased to act for them.
- 7.3 If your **client's business** is transferred to another intermediary during the initial indemnity period, you will still be liable for any repayment of commission unless you and the other intermediary agree that liability should transfer too, and we give our consent. We may withhold or delay our consent at our sole discretion and may require that you repay us any unearned commission for the **business**.
- 7.4 If your **client's business** is transferred to you from another intermediary, we may agree to pay the commission for it to you if the other intermediary agrees, or if we are entitled to stop paying commission to the other intermediary and no one else is entitled to it.

SECTION 8: CONTACT WITH CLIENTS

- 8.1 We reserve the right to contact **clients** in the following circumstances:
 - a to carry out research into purchasing preferences, attitude to risk and product performance, service expectations, attitudes and opinions to government and regulatory initiatives and other areas of interest in or connected to the financial services industry as we may decide from time to time;

- b** with your consent, to provide advice and/or provide services to **clients** introduced by you;
 - c** to deal with the issue of **business** and the on-going administration of **business** including the collection of premiums and the provision of information to **clients** on product features such as, but not limited to, the exercise of any options;
 - d** as required by this **terms of business** or the **applicable laws**;
 - e** to resolve any complaint initiated by a **client** relating to **business**;
 - f** at the request of the **client**.
- 8.2 Nothing in this section will prevent us from contacting **clients** for any purpose whose details we acquire or have acquired from any source other than by virtue of our relationship with you.

SECTION 9: MONEY LAUNDERING, BRIBERY & CORRUPTION AND FRAUD

- 9.1 You agree to comply with all the **applicable laws** on the prevention of money laundering. In particular, you will be responsible for verifying the identity of your **client** and relevant third parties, obtaining sufficient evidence and forwarding it to us where required or requested. You also agree to comply with any reasonable additional requests from us. We will not be liable for any errors or omissions you may make in obtaining or providing information or evidence.
- 9.2 We may carry out an online identity authentication search on your **client**. This does not waive or otherwise affect any obligations on you to verify your **client's** identity for your own **business** purposes.
- 9.3 It is our policy to comply with all the **applicable laws** imposed on us in connection with preventing and detecting bribery & corruption and with preventing and detecting fraud. To the extent that any **applicable laws** in relation to bribery & corruption or fraud and/or obligations apply to you, your **business** or your officers, agents, sub-contractors, or employees in any relevant jurisdiction, in providing services to clients and introducing **business** to us, you represent that you, your **business** and your officers and employees are compliant and will remain compliant with any **applicable laws** in relation to such bribery & corruption and fraud and/or obligations.
- 9.4 You agree that you will have in place adequate and effective procedures for preventing and detecting bribery & corruption and fraud and will regularly audit and monitor such procedures to prevent a breach of any such compliance. You agree to report promptly to us in writing any breaches of such compliance (including where there is a suspicion of a breach or an allegation of a breach) which are or may be relevant to these **terms of business**. We reserve the right to perform our own investigation if we suspect there has been activity which may contravene **applicable laws** in relation to bribery & corruption or fraud and/or obligations and you agree to provide all reasonable assistance if we decide to do this.

SECTION 10: DATA PROTECTION

- 10.1 In respect of any **personal data** processed under or in connection with these **terms of business**, (i) we and you will each comply with the **Data Protection Laws**; (ii) we shall be a data controller in respect of any **personal data** that we process; and (iii) you shall be a data controller in respect of any **personal data** that you process.
- 10.2 We may collect and use **personal data**, including **personal data** that you provide to us (such as names, email addresses, other contact details and payment details) and **personal data** relating to your financial situations, creditworthiness or any criminal or fraudulent activities provided to us by you or third parties (including credit reference agencies).
- 10.3 We will ensure that appropriate technical, organisational and security measures are taken against unauthorised or unlawful processing of **personal data** and against accidental or unlawful destruction, loss, alteration unlawful disclosure of, or access to, such **personal data**.
- 10.4 We will notify you without undue delay upon becoming aware of a **personal data** breach which has or may have affected the **personal data** which you or your client, employees and representatives have provided to us where such breach is likely to result in a risk to the rights and freedoms of a data subject.
- 10.5 Where you provide **personal data** to us on behalf of your employees or representatives, your client, or another individual including but not limited to a claimant, beneficiary or similar, you must in each case make them aware of the data protection notices provided (on our website, within the application journey and within these terms of business) and ensure that they have given explicit consent to our use of their **personal data** in accordance with such notices.
- 10.6 We may use **personal data** for the purpose of administering our business with your client, paying you commission, maintaining our relationship, keeping you informed about our products and services and carrying out identity and credit checks. Where we use **personal data** for these purposes, we will only use it to the extent necessary to comply with our contractual obligations to you, and achieve our legitimate interests (to conduct our business effectively and develop and promote our products and services). We may also use **personal data** for the purpose of complying with our legal and regulatory obligations and preventing and protecting ourselves from fraud.
- 10.7 We will keep **personal data** for a period appropriate to the activities described above. We may also share **personal data** with our service providers, agents and with other third parties such as auditors, underwriters, reinsurers, medical agencies, identity and credit reference agencies, other financial institutions and legal and regulatory bodies.
- 10.8 You (and/or your employees and representatives, as applicable) and your clients have legal rights in relation to their **personal data**, including the right to ask for a copy of such data, correct any inaccuracies in the **personal data**, object to or require us to erase or restrict our use of the personal data in certain circumstances and complain to the Information Commissioner's Office.

- 10.9 We have a legitimate interest in providing information about the Guardian proposition that will help you, your employees and representatives to understand the Guardian proposition and help you to assess if it is right for your clients. We will also provide relevant information and updates for policies we hold to assist you and/or your employees and representatives in maintaining your ongoing relationship with your clients. We may contact you and/or your employees and representatives by mail, phone, email or other electronic messaging. If any of these methods are not appropriate please let us know and we will mark our records accordingly.
- 10.10 We may monitor and record phone calls and keep them for the purposes of training and quality assurance and to ensure we have an accurate record of your instructions.
- 10.11 You must make the client aware that you are placing business with us, and that we will contact them directly.

SECTION 11: RECORD KEEPING

- 11.1 You must keep full and accurate records of any documents, books, accounts and other information relevant to our relationship and/or the **business**, including communications between you and your **client**.
- 11.2 You will record explicit **client** consent to processing of **personal data** as defined in section 10.
- 11.3 You will keep these records in accordance with all **applicable laws**, including the requirements of the **Data Protection Laws**.
- 11.4 You will keep these records for at least as long as required by the **applicable laws**, and in line with the requirements of any relevant regulator.
- 11.5 You will provide us with copies of such records as we reasonably request.
- 11.6 You will allow us, or advisers acting on our behalf, the **PRA**, the **FCA** and any other relevant regulator to audit your records at any time, and will provide all reasonable co-operation to assist the carrying out of the audit. We will try to give you reasonable notice of any proposed audit.
- 11.7 We will provide statements and keep records of all commission payments for 6 years, or such other period as required by the **applicable laws**.
- 11.8 We will on request give you all the information on commission you need to make full disclosure to your **client**.

SECTION 12: ENDING OUR RELATIONSHIP

- 12.1 If our **terms of business** are terminated, by either of us, you will not place and we will not accept any new **business**. Our **terms of business** can be terminated in the following circumstances.
- a Either we or you can terminate our **terms of business** at any time by giving the other one month's notice in writing.

- b** We may terminate our **terms of business** with immediate effect by giving you notice if:
- i. You materially breach our **terms of business**;
 - ii. Our organisation or reputation is or could be adversely affected by your misconduct;
 - iii. Your authorisation by any relevant regulatory body, or any necessary licence, is revoked, restricted or suspended or you are investigated, censured, fined or disciplined for a breach of a relevant regulatory body's rules or business is submitted to us in breach of our **terms of business** or the **applicable laws**;
 - iv. You become insolvent, cease to carry on trading, go into liquidation (except for the purpose of reconstruction or amalgamation), you have a receiver appointed in respect of the whole or any part of your assets, an administration order is or is likely to be applied for against you, a resolution is passed for your winding up or a meeting is held to consider such a resolution, you are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986, or if you make or propose any arrangement or composition with your creditors or threaten to do any of these things or something similar;
 - v. You or any of your directors, employees, members, **appointed representatives** or anyone else who represents you are charged with or convicted of any offence involving fraud or dishonesty or any criminal offence which in our reasonable opinion has or may have an adverse effect on our business or reputation;
 - vi. Any insolvency proceedings are taken against any of your directors, members or partners, or if you are a partnership that partnership is or is to be dissolved;

You will let us know in writing of any facts known to you which relate to any of i. to vi. above.

- 12.2 Whether we choose to terminate our **terms of business** or not, we will be entitled to stop paying you commission if any of the circumstances set out in 12.1. b. ii. to vi. above arise.
- 12.3 Whether we choose to terminate our **terms of business** or not, if the circumstances set out in 12.1.b.iv. or vi arise, or if we reasonably believe that you are likely to become unable to pay your debts as and when they fall due, we can clawback any unearned commission, and pay it on a non-indemnity basis instead.
- 12.4 If we terminate our **terms of business** it will be without prejudice to any other remedies that we may be able to pursue against you, including any remedies in respect of accrued rights under our **terms of business**.
- 12.5 If our **terms of business** are terminated for any reason you will:
- a** Return any property belonging to us.
 - b** Stop promoting our products.
 - c** Stop submitting applications to us.
 - d** Repay any money you owe or will owe us.
 - e** Forfeit your entitlement to all commission (if termination is as a result of [12.1.b.(i), (ii), (iii) or (v)] above), or all commission falling due after the date of termination (if for any other reason).
 - f** Continue to comply with your obligations to keep documents.
 - g** Continue to co-operate with us in relation to **business** you have already placed with us.

SECTION 13: ONLINE COMMUNICATION

Your communications to us will be deemed to have been received by us when the communication is accessible by us.

You accept responsibility and liability for the completeness and accuracy of any communication sent to us through online means including, but not limited to online form submission, upload of data and documents to a shared online location and email and we will not be liable for any consequence of any inaccurate or incomplete communication. In the event that a communication is corrupted, you shall re-transmit the communication as soon as possible to us.

If you do not receive confirmation from us of receipt of a document you have submitted, or if the acknowledgement does not accurately reflect your instruction, you shall immediately notify us.

If you don't immediately notify us of the inaccuracy, you will be deemed to have accepted the acknowledgement as an accurate reflection of your instruction. We accept no liability for any failure to carry out any instructions received through online means, and you acknowledge that it is your responsibility to ensure that you have viewed an acknowledgement confirming acceptance of each instruction.

You authorise us to accept any form of electronic communication as a valid instruction without the need for further written confirmation from you or verification that such communication was generated by you.

We reserve the right in relation to all instructions received through online means, to require ratification of the instruction from the client before effecting any such instruction.

You agree to afford the same status to all communications and information received or sent through online means as would be applicable to communications and information sent otherwise than by electronic means, unless such communications and information can be shown to have been corrupted as a result of technical failure on the part of machine, system or transmission line.

You agree to keep secure any confidential **user** identification, passphrases, passwords or other details which allow access to secure services that we provide to you.

SECTION 14: INTELLECTUAL PROPERTY RIGHTS

The "Guardian" name and logo (the "Marks") together with all associated goodwill and trade mark registrations in respect of them, belong to Guardian.

You may only use the Marks for the purposes of advising on, selling or administering and dealing with Business or services except where in individual cases we give permission in writing for use for other purposes. The Marks may only be used on material and documents provided by us except where in individual cases permission is given in writing for their use on documents and/or materials produced by or for you.

If permission is given to use a Mark and this permission is later withdrawn, you will stop reproducing or using the Mark and return or destroy at our request all stocks of relevant material.

On termination of these **terms of business**, you may use the Marks solely for the purpose of concluding any **business** submitted to us but which has yet to be completed.

All intellectual property rights in all materials, documentation and data (including personal data) we make available to you, or which you access from or via us electronically, whether for your use or the use of **clients** belong to Guardian or licensors. You may not reproduce such materials in part or as a whole without our consent except where it is necessary to do so for regulatory or other legal purposes required by law.

You will not do, or authorise any third party to do, any act that would or might invalidate or be inconsistent with any intellectual property right that we or any of our affiliates hold in such Marks or which would damage or dilute the value or reputation of the Marks (or any goodwill therein) or that of Guardian or our affiliates;

You acknowledge that all intellectual property rights contained in our **websites** (and content thereof) and other systems through which you access our services online belong to us or our licensors. Either during or after the expiry or termination of these **terms of business** you will not attempt to replicate the appearance of our **website** or replicate any of the other systems or adopt a trade mark, business name, domain name or other name that is the same as or similar to the domain names or the marks of Guardian or our affiliates (including the Marks).

SECTION 15: GENERAL

Confidentiality

You must keep confidential any information in your possession or control that is stated to be, or would reasonably be considered to be, confidential in connection with your dealings with us and our **terms of business**.

Waiver

Any failure or delay by us or you to exercise or enforce any rights under our **terms of business** and/or in law will not be deemed a waiver of any such rights, nor will it prejudice their enforcement in any way. Any single or partial exercise of any such right will not preclude or restrict the further exercise of that right or any other right.

Assignment

We reserve the right to sub-licence, transfer and assign any of our rights or delegate any of our obligations under our **terms of business** to any part of Guardian, its group or affiliates, partner or third party. You may sub-licence, transfer or assign your rights or delegate your obligations under our **terms of business** only with our prior written consent.

Rights of third parties

Neither we nor you intend that any provision of our **terms of business** should be enforceable by any person who is not a party to it. The Contracts (Rights of Third Parties) Act 1999 will not apply to our **terms of business**.

Notices

Any notice under our **terms of business** will be given in writing and signed by or on behalf of the party giving it and may be electronically delivered, hand delivered (including courier), or sent by first class registered post. Notice will be deemed to have been given on the day of delivery unless it is not a **working day**, in which case delivery will be deemed to be given at 10am on the next **working day**. We will send notices to you at your last known business email address or postal address. You will send notices to us at **adviser@guardian1821.co.uk** or to Forbury Works, 37-43 Blagrave Street, Reading RG1 1PZ or to such other email address or postal address as we may notify you from time to time.

Severability

If any provision of our **terms of business** conflicts with any of the **applicable laws**, then the **applicable laws** will prevail. If any provision or part of any provision is declared void, voidable, illegal or unenforceable, then it will be deemed deleted from our **terms of business** and the remaining provisions will continue to be valid and enforceable to the fullest extent permitted by law.

Disputes

We and you undertake to act in good faith in relation to each other, and to discuss any dispute that may arise and to seek an amicable settlement. For the avoidance of doubt, these undertakings will not prejudice the rights of either party to take legal proceedings against the other.

Nature of relationship

Nothing in our **terms of business** should be construed as indicating or giving rise to a joint venture, partnership or agency. You will not sign or amend any documents or policies on our behalf, and will not make any statements or promises or representations of any kind which bind or purport to bind us, and you will not hold yourself out as having authority to make any such representation.

Governing law and jurisdiction

Our **terms of business** will be governed by and construed in accordance with the laws of England, and are subject to the exclusive jurisdiction of the courts of England and Wales.

SECTION 16: DECLARATION

I declare I'm authorised to sign terms on behalf of this firm.

Firm:

I accept these terms of business.

Name:

TITLE	FIRST NAME	LAST NAME
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Signature:

Position:

Date:



LIFE. MADE BETTER.

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