

# Terms of business for intermediaries

These terms of business are effective from  
25 May 2018 and replace all previous.

This document is for your use only and you  
should not pass it to your clients.

# 1. Definitions

In this section, we have set out the specific meaning of terms used throughout the document.

**Adviser fees:** a fee (which may be initial, ongoing or ad hoc) due to you from a client in relation to the provision of advice and/or related services provided or to be provided by you to such client.

**Client:** where appropriate, an individual, individuals or corporate entity (including, where relevant, trustees) who have nominated you to provide them with services (including advice) and/or for whom you are acting as agent.

**Clients' investments:** the value of your clients' investments with us, including cash, whether invested in a product or not. For a group pension arrangement, if your client is the employer or trustee, it is the value of the investments held by or on behalf of the individuals who belong to that group pension arrangement.

**Commission:** the amount we agree to pay you, or have paid you, which is described in detail in the 'Remuneration' section.

**Premium:** the premium, contribution or subscription paid to us by, or on behalf of, your client.

**Product terms:** the full terms and conditions and/or policy provisions that apply to each of our products, which clients must read before they purchase our products, together with any related documents sent or made available to your clients, all as amended from time to time.

**Regulator:** the Financial Conduct Authority, 12 Endeavour Square, London, E20 1JN and/or the Prudential Regulation Authority, 20 Moorgate, London EC2R 6DA and/or your relevant local regulatory body.

**Regulatory rules:** the *Handbook of rules and guidance* issued by the regulator and/or the rules and guidance of your relevant local regulatory body as amended from time to time.

**Remunerate:** paying you remuneration, including facilitating payment of adviser fees on your clients' behalf.

**Remuneration:** adviser fees and/or commission.

**TCF:** the principle of treating customers fairly, as set out in the regulatory rules.

**UK:** the United Kingdom of Great Britain and Northern Ireland, excluding the Isle of Man and the Channel Islands.

**We, us or our:** Sanlam Life & Pensions UK Limited and Sanlam Financial Services UK Limited individually or under the trading name of Sanlam Investments and Pensions.

**Website:** [www.sanlam.co.uk](http://www.sanlam.co.uk)

**You or your:** the person or firm named in our registration form to set up an intermediary account with us; who is authorised by the regulator or the relevant professional body; and whose authorisation number (provided by the regulator or the relevant professional body) is used to submit business to us. You may be a sole trader, a partnership, a limited liability partnership, a limited company, a parent or holding company or a company that operates as a network of intermediary firms and/or business writers (network).

## 2. Scope

These *Terms of business* govern our relationship with you. By submitting business to us, you agree to be bound by our *Terms of business* and act in accordance with them. You are responsible for ensuring your employees, agents and subcontractors, and any network of which you are a member, are aware of these *Terms of business* and comply with them.

The *Terms of business* replace any previous versions we have issued.

Other documents that may apply to our relationship with you and which you should read in conjunction with these *Terms of business* include the following:

- **Product literature:** each of the products we offer has its own product terms. Our product literature is available through our website or on request.
- **Remuneration terms:** we will issue (or make available through our website) documents that set out the terms of the remuneration options available to you, such as commission terms and terms for facilitating payment of adviser fees on your clients' behalf.
- **Terms of use for additional services:** additional terms and conditions may apply if you use certain additional services, such as any online services we make available to you.
- **Other terms we may agree:** we may agree additional terms and conditions in writing with you. Please note this does not affect our right to change the terms of this document as provided below under 'Changes to these *Terms of business*'.

## 3. Submitting business

### 3.1 Accepting business from you

We do not have to accept any business from you or any of your business writers. We reserve the right to reject business submitted by you at our discretion and regardless of whether we have previously accepted business from you or you are submitting business for the first time.

We can only accept business from you and your business writers if:

- you or your business writers are authorised to submit business to us as an intermediary by the Regulator and/or by your or your business writers' professional body; and
- your client meets our eligibility requirements (including residency) for the product or service that we may provide.

We are required to monitor and record the business you submit to us. If you submit business to us outside your scope of permissions granted by the Regulator, this may be a matter that we are bound to report to the Regulator. We may also hold you liable for any costs incurred by us if we have to cancel or re-write the business.

### 3.2 Verifying your Identity

You must quote your current registration identification number or code that we may have given you and authorisation number provided by the Regulator (or relevant professional body) each time you submit business to us.

### 3.3 Acting for your client

Before submitting business to us, you should obtain your clients' authorisation to be their agent in respect of the business and you may not submit business to us otherwise.

You understand that we are required to report to the regulator the basis on which business is conducted between you and your client (whether it is advised or non-advised). You acknowledge that we will treat business as being conducted on an 'advised' basis unless you tell us otherwise when you submit the business.

You are not and may not purport to be an agent of ours unless specifically authorised by us in writing. Similarly, we are not your agent and should not be so construed.

If you appoint an agent, authorised representative or appointed representative, we will not have any direct contractual relationship with them. You will ensure that your contract with them includes an obligation on them to comply with these *Terms of business* in relation to any business that they submit, directly or indirectly, to us. We shall treat any business submitted by them as being submitted by you.

If you fail to comply with your respective legal or regulatory obligations and, because of this, we suffer loss or have to make any payment to a third party, you will make good such loss or payment if we ask you to do so. You shall be responsible for ensuring compliance with all legal and regulatory obligations that may exist in relation to your part in any regulated activity where business is conducted with us.

### 3.4 Treating Customers Fairly (TCF)

In accordance with the requirements of the regulator, we are committed to embedding the principles of TCF into our business. You are also subject to these requirements, and we expect you to follow these principles. You must ensure that all business submitted is in accordance with the principles of TCF. We will not accept any business submitted where it appears to us, acting reasonably, that you have not met TCF principles. We may request information from you about your adherence to TCF and the measures that you have in place to ensure compliance, in order to comply with our own TCF obligations. If we make such a request, you will do your best to meet the requested timescale and provide the required information.

# Remuneration

## 4. Adviser fees

### 4.1 Facilitation by us

For some products, we may be able to facilitate the payment of adviser fees on behalf of your clients. The product terms will specify whether this feature is available and what the options are. If the product supports this feature and one of your client asks us to facilitate payment of adviser fees on their behalf, this sub-section applies.

### 4.2 Obtaining your clients' instructions for adviser fees

If one of your client asks us to facilitate payment on their behalf, you must:

- agree the amount of adviser fees payable with your client; and
- provide and explain to your client our terms and conditions for facilitating payment of adviser fees.

Your client must provide us with clear instructions that are acceptable to us about the adviser fees they are asking us to facilitate on their behalf.

You must give us any information about the instructions that we may reasonably require, such as your clients' home address. We may contact your client to validate their instructions.

We will only act on your clients' instruction in connection with any increases or changes to the nature of adviser fees to be paid. We will only accept instructions from you where adviser fees are being cancelled or reduced.

If after reasonable effort on our part, we are unable to contact you or trace your bank account in order to pay you an adviser fee, we will stop the payment of any future adviser fees to you. Any adviser fees already deducted from a product but not yet paid to you will be re-credited back to the product.

In facilitating adviser fees, we may ask clients if the terms of their adviser fee instructions still accurately reflect the nature of the continuing services provided to them by you.

### 4.3 Carrying out your clients' instructions for adviser fees

We do not have to accept any instructions to facilitate payment of adviser fees on

behalf of your clients. We may refuse to continue facilitation of adviser fees at our absolute discretion. We reserve the right to determine the type and level of adviser fee that we may offer to facilitate and the type of business from which an adviser fee can be facilitated by us in future.

If we agree to facilitate payment of adviser fees on behalf of any of your clients, we will do so in accordance with:

- your clients' instructions;
- the product terms; and
- any other terms we agree with your client and communicate to you.

We cannot facilitate payment of adviser fees unless your client has provided us with sufficient funds.

When properly due, we will deduct the adviser fees from your clients' premium (or, depending on the product terms, from your clients' investment under the product) and credit your adviser account held with us.

You agree that once we have deducted an amount for adviser fees:

- the adviser fee is no longer your clients' money;
- the adviser fee becomes a debt that we owe to you; and
- your clients' obligation to pay the adviser fee to you is discharged and you will not make a claim against your client for the amount of adviser fees deducted by us.

Where we have agreed to facilitate the payment of an adviser fee on the basis that you will provide an ongoing service, we shall cease to facilitate such payment if you cease to provide an ongoing service to your client. You must notify us immediately if you cease to provide an ongoing service and you shall indemnify us in respect of any costs and losses suffered by us arising from a failure by you to make such notification. You shall repay to us any adviser fees paid by us to you in respect of any period where you were not providing an ongoing service.

Where we have agreed to facilitate the payment of an adviser fee on the basis that there are regular premiums, we shall cease to facilitate such payment if regular premiums cease.

#### 4.4 Disclaimer

You acknowledge that we are not party to the remuneration arrangements between you and your client and that we are not responsible for setting the remuneration payable under those arrangements.

We will not be liable to you if we refuse to facilitate payment of any adviser fee or for carrying out any of your clients' instructions in relation to the facilitation of adviser fees.

At no time shall we be responsible for the non-payment or any shortfall in adviser fees due to you.

In particular, if your client cancels their investment during the cooling-off period or you or your client informs us that an error has been made with respect to the facilitation of adviser fees, we may at our absolute discretion reimburse your client. This will be either by paying your clients directly or crediting your clients' products, or for transfers, crediting your clients' products with the previous provider and recovering the charges from you. It will be your responsibility to obtain any payment that is due from your clients directly.

### 5. Commission

#### 5.1 Preconditions

We may be able to pay commission or continue to pay commission to you for some types of business. This is subject to the overriding rule that we shall only pay commission where we are permitted to do so in accordance with the regulatory rules. Subject to this rule, payment of any commission will depend on the terms and conditions of the relevant product we offer.

If you are entitled to commission, it will not become payable under the product terms unless we have received the relevant premium from the client.

We will credit or pay you commission on business submitted by you at rates we advise, provided the following conditions are met:

- You have an adviser account with us.
- Our records show that you are retained by the client as their intermediary at the time we receive the premium for the product.
- The client has agreed in writing to payment of commission to you and the frequency of commission payments and the percentage or fixed amount and basis of commission.
- The business is of a type in relation to which commission is payable and you have selected an appropriate commission option.

- The business in relation to which commission is payable remains in force or is renewed.

Where you receive commission from us, you must immediately notify us of any circumstances which mean you are no longer permitted to receive that commission under the regulatory rules and you shall indemnify us in respect of any costs and losses suffered by us arising from a failure by you to make such notification. In circumstances where we cease to pay commission we may, where permitted by the regulatory rules, agree to facilitate the payment of adviser fees in accordance with these *Terms of business*.

All matters relating to our payment (and, where applicable, your repayment) of commission shall be governed by the regulatory rules.

Our statement of account shall be the conclusive record of commission due to you. Where you have a choice of how you are paid commission, we will endeavour to pay you in accordance with your chosen option.

Where we accept a transfer from one of our products to another, commission may cease to be payable as determined by us.

All commission quoted or otherwise stated is not guaranteed and, in the event that it is subsequently found to have been stated incorrectly, we may amend any error to reflect the correct commission, without any further liability.

#### 5.2 Changes to commission

We reserve the right to change our commission terms (including repayment terms), our commission structure and our commission rates at any time.

We reserve the right to apply the changes to commission to new business submitted to us and/or any existing business.

Although we will notify you of changes to our commission rates in relation to existing business, it is your responsibility to check the rate of commission being paid.

### 6. Remuneration: when it is not payable

We reserve the right not to remunerate you, or to stop remunerating you, if:

- You are not (or cease to be) authorised by the regulator in full or in part, or you apply to become de-authorised in full or in part, or the regulator or your professional body suspends your authorisation in full or in part.
- The business submitted is outside the scope of permissions granted to you by the regulator.

- You do not have (or cease to have) the necessary regulatory permissions to continue providing services in respect of the business to which the remuneration relates.
- We tell you that we will not accept any business from you and you continue to submit business to us.
- The business is submitted by one of your business writers from whom we have told you we will accept no further business.
- It appears to us that another intermediary is entitled to the remuneration for the business submitted to us.
- Any of the events described in section 10 occurs.
- You tell us that you have stopped providing the services to which the remuneration relates.
- You or your client tells us not to, or tells us to stop.
- Your client does not pay any premiums at all, or terminates the contract for the business placed with us or transfers the business to another product provider.
- Your client appoints a new intermediary.
- Your client bank is transferred or you no longer act for the client to which the remuneration relates.
- Your client dies.
- We reasonably believe any event listed in the “When remuneration is repayable” section may occur.
- You have breached these *Terms of business*.
- We end our relationship with you.
- You die and were a sole trader.

## 7. Remuneration: when it is repayable

You will repay to us any remuneration that:

- you were not entitled to receive. For example, if we have paid you in error or overpaid you or the contract to which the payment relates is declared void or does not come into effect;
- is related to business your client cancels during the cancellation or cooling-off period, except as otherwise provided in the product terms; or
- has been reimbursed to your client for any reason.

In addition, you will repay to us any commission:

- that was paid up front but the premiums subsequently reduced or stopped, or the term decreased, or your client took the business away from us;
- in respect of business your client cancels after making a complaint against you; or
- that depends on conditions being met and these conditions were not met.

We will automatically debit remuneration you are obliged to repay to us from your adviser account held with us. Your adviser statement will show details of the amounts that have been debited. We may also contact you to discuss any repayment that is due.

## 8. Remuneration: general

### 8.1 Regulatory rules

If any legislation and/or regulatory rules apply to how we remunerate you, we will comply with them and they will prevail over any other terms we agree with you.

### 8.2 Settlement

We will pay your remuneration in accordance with the settlement frequency and minimum settlement amount notified to you.

All payments will be made by BACS.

We will not pay any interest on your remuneration, nor will we make any advance payment of remuneration.

### 8.3 Value Added Tax (VAT)

It is your responsibility to account for the applicable VAT payable (if any) in relation to the remuneration that we pay you. All remuneration payments made to you by us will be deemed to include VAT where appropriate.

### 8.4 Set-off

We may at any time, without notice to you, set off any liability you have to any member of the Sanlam group against any liability we have to you, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under these *Terms of business*.

If the liabilities to be set off are expressed in different currencies, we may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise of our rights under this clause shall not limit or affect any other rights or remedies available to us under these *Terms of business* or otherwise.

## **8.5 Statements of remuneration**

We provide electronic and paper statements of remuneration available to you. We rely on our statement of remuneration as the record of your remuneration. If we become aware that the statement of remuneration does not contain the right information, we will look at our other records to correct the statement and make the corrected statement available to you. It is your responsibility to access and review your statement of remuneration regularly and reconcile this to ensure that it is accurate and is consistent with your own remuneration records.

## **8.6 Debt**

We reserve the right to charge you interest on debts that have been outstanding for three months or more. We will apply the same interest rate as the rate for English County Court judgment debts, compounded monthly. You will also have to pay us any legal fees we incur in recovering the debt from you.

We reserve the right to impose stricter terms on you as a result of your failure to repay debt within the timescales we set or where we incur recovery costs in respect of your debt.

If you fail to comply with these terms and you have a parent or holding company or you are a member of a network, we may demand repayment from your parent or holding company or network.

If you are a parent or holding company or network and/or have a number of intermediary accounts with us, if the debt on one account is not repaid to us, we may freeze any of your accounts and use any money within any of those accounts to reduce the debt.

# Your undertakings and warranties

## 9. You must:

- In all your dealings with us and your clients, act lawfully, in good faith, with integrity and in a professional and diligent manner and not in ways that could adversely affect our reputation.
- Treat as confidential and not disclose to a third party any information you receive from us that is confidential or relates to our business or affairs.
- Use all adviser information received from us for adviser purposes only and not pass it to your clients.
- Provide information to us that is true, accurate and complete in all material respects.
- Be authorised and conduct all your business in accordance with applicable regulatory rules.
- Embed the TCF principles in your business and be able to evidence this in your business culture and practices.
- Comply with all obligations imposed on you by the regulator, any applicable legislation and us.
- Comply with all the anti-money laundering obligations imposed on you by the regulator and applicable legislation and our own requirements for client identification, and on request, provide us with copies of the verification data, documents, procedures or other information.
- Comply with all applicable laws and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (as amended).
- Ensure you disclose to your client all remuneration and non-monetary benefits that the regulator requires to be disclosed in respect of each piece of business sold. We will help you make this disclosure by providing you with details of the remuneration that must be disclosed to your client.
- Ensure you promptly, and without amendment, provide to your client any information that we provide or make available to you in relation to your client. In particular, if we send information to you that your client needs to complete or review, you must forward it to your client immediately and return any information

to us as soon as reasonably possible after being completed by your client.

- Ensure you promptly provide to us any documents that we require to obtain, validate or carry out your clients' instructions.
- Before you submit to us any applications for products on behalf of your clients, discuss and explain to your clients, and give them a reasonable opportunity to read the relevant documentation including, the product terms, relevant key features document, charging and rebate information, pre-sale illustrations and any other literature specified by us.

## 10. You must notify us immediately if any of the following happen:

- (a) You stop acting as an agent for any client who has placed business with us including as a result of the transfer of a client bank.
- (b) You stop providing an ongoing service to any client where we are remunerating you with ongoing adviser fees.
- (c) You cease to be authorised by the regulator or your professional body in full or in part, you apply to become de-authorised in full or in part or the regulator, or your professional body suspends your authorisation and/or any of your permissions in full or in part.
- (d) You change the legal set up of your firm. For example, if you change from being a partnership to a limited company.
- (e) You, your principal, or any of your directors or partners or business writers:
  - have been charged with or convicted of an offence of dishonesty, such as fraud or theft;
  - enter administration;
  - enter into a voluntary arrangement with creditors;
  - have filed against you (or them) a petition or pass a resolution for your (or their) bankruptcy or winding up; or
  - have a receiver or administrative receiver appointed over your (or their) assets.
- (f) If a business writer ceases to be one of your business writers.

(g) You have reason to believe that our records regarding your client bank, and/or individual clients who you have authority to act for, are incorrect.

## 11. Client bank transfers

If you agree to transfer your client bank to another intermediary, or you agree to accept a transfer, you confirm that the clients being transferred have been informed that:

- the transfer is taking place and the relevant clients have given consent;
- the new intermediary will receive access to their personal data; and
- any remuneration that would have been paid to the transferring intermediary on or after the transfer date may be paid to the new intermediary instead.

If you are the transferring intermediary, you will remain liable for the repayment of any unearned commission until we receive confirmation that the new intermediary has accepted this liability. For this reason, we may not agree to transfer your client bank until it has been confirmed to us that the new intermediary has accepted this liability.

We may notify you of additional terms which shall apply to any client bank transfer and the procedure for verifying to us that the client consents to such transfer.

## 12. Intellectual property

12.1 You must respect our intellectual property rights. You must not:

- Use any of our trademarks or copyright materials in such a way that it adversely affects our brands or reputation, or suggests that you are connected to us or that there is a partnership or joint venture between us.
- Except as permitted by the paragraph immediately below, copy, store or reproduce any of the materials that we make available to you (including our copyright and trade mark materials) without our prior written consent.
- Register any domain name, create any subdomain or apply to register any trade mark that includes or is confusingly similar to any of our domain names (or subdomains), company names, trading names, brands or trademarks.
- Use any of our trademarks, or any other words confusingly similar to any of our trademarks, company names,

trading names or brands in sponsored links, URLs, websites, subdomains or metadata, or as sponsored keywords in internet search engines and internet referencing services.

12.2 You may be allowed to link from your website to the home pages of our websites and to our PDF materials only. In addition, you are licensed to use our logos and PDF materials to recommend us to your clients and potential clients, subject to the following conditions:

- You must always use the latest versions of our logos and PDF materials.
- You must only use our logos and PDF materials in the format we make them available to you.
- Other than for the purposes of record keeping, you must not store (whether electronically or otherwise) any of our logos or PDF materials.
- Your licence is limited and non-exclusive and may not be assigned or sub-licensed.
- We can revoke your licence at any time.

12.3 If you or any of your employees, agents or subcontractors provide us with any intellectual property rights to use in connection with your relationship with us, you:

- confirm you have the right to allow us to use such intellectual property rights; and
- grant us a non-exclusive licence to use such intellectual property rights in connection with our relationship with you.

## 13. Indemnity

You must indemnify us for any loss incurred by us if any of the following happen:

- You submit business to us beyond your authorisation.
- You supply incorrect information to us.
- You infringe any of our or our licensors' intellectual property rights.
- Any intellectual property provided by you to us, infringes the intellectual property rights of a third party.
- We make any compensation, goodwill or other payment to any of your clients that (i) relates or is connected to any failure by you to fully comply with these terms, or (ii) relates to the relationship between you and your client.

- You fail to notify us of any of the activities you are required to notify us about, set out above.

#### 14. Data protection

You and we shall comply with the Sanlam Privacy statement for intermediaries in respect of data processed under these *Terms of business*, which is available at [www.sanlam.co.uk](http://www.sanlam.co.uk)

#### 15. Security

You must keep secure any security information (for example, identifiers, passwords and digital certificates) you use to access information provided by us on our computer systems or on a third-party's computer system (for example, portal service providers and back-office software providers).

You must inform us immediately if one of your employees, agents or subcontractors ceases to be entitled to access any of our secure online services, including our website and our platforms (for example, if an individual is no longer employed by you or an appointed representative contract comes to an end).

#### 16. Financial crime

You shall be responsible for obtaining, recording and maintaining:

- records for a minimum of five years after your relationship with a client ends;
- evidence of identity for all clients (and the clients' beneficial owners or any person acting on behalf of the client) introduced to us in accordance with the requirements of FCA; and
- all applicable anti-money laundering and anti-terrorist financing legislation and Guidance of the Joint Money Laundering Steering Group (JMLSG).

With any application you shall send us Confirmation of Evidence of Identity in accordance with JMLSG Guidance. On request, you must immediately provide copies of any identification and verification data and any other relevant documentation on the identity of the customer, customer's beneficial owner, or any person acting on behalf of the customer. We reserve the right to carry out checks on client identity evidence and other client information held by you.

By performing your obligations under these *Terms of business* you have not done, and shall not do, any act or thing that contravenes the Bribery Act 2010 or any other applicable law or regulation. You also shall have, and shall maintain in place, adequate procedures required by the Bribery Act 2010 and applicable guidance.

You will also comply with the requirements of the Criminal Finances Act 2017 in relation to the corporate offence of failing to prevent the facilitation of tax evasion and shall have in place adequate policies and procedures designed to prevent the facilitation of tax evasion.

You agree to provide us with copies of your policies and procedures in relation to the matters in this section on request.

# General terms

## 17. Communications

### 17.1 Method

We may communicate with you in various ways including by telephone, post, email and other forms of electronic messaging. We do not accept communications by SMS message.

You must advise us if your contact details change, including email addresses and telephone numbers.

We are entitled to rely on any communications you send and we receive.

### 17.2 Emails

We may prefer to communicate with you by email. You must provide us with valid email addresses for you and your employees, agents and subcontractors. We scan all outgoing emails for viruses but will not be responsible for any damage caused by a virus or alteration by a third party after an email is sent. We recommend you employ reasonable virus detection and protection measures when accessing emails we send you.

Please remember there can be no guarantee that we will receive any e-mail you send to us, or that the content of the e-mail will remain private or unaltered during its transmission to us. We do not accept responsibility for any loss or damage you may suffer as a result of failed, delayed, undelivered, altered or corrupted e-mails or other electronic messages.

### 17.3 Monitoring

We reserve the right to monitor the use and content of emails you send us for the purposes of ensuring compliance with our own email policy, and identifying and taking action against unlawful or improper use of our systems, including, but not limited to, spoofing and the transmission of computer viruses. Calls may be monitored and/or recorded to protect both you and us and help with our training.

## 18. Client contact

We reserve the right to send documents and communications directly to your clients where we deem necessary. For example, for legal reasons or to enhance operational efficiency.

18.1 We may contact clients in the following situations:

- (a) To undertake client research in such areas as we may reasonably decide, which may include but are not limited to: client service surveys, risk appetite and product preferences, opinions on product performance and general views on issues affecting the financial services industry including regulatory issues.
- (b) To allow us to deal with and process new and existing business and to administer business on an ongoing basis including collecting and continuing the collection of premiums and providing information to clients on product options and benefits.
- (c) If and when required under these *Terms of business* or the regulatory rules.
- (d) If and when we receive a complaint from a client with reference to business placed under these *Terms of business*.
- (e) If we wish to confirm that the principles of TCF have been met.
- (f) If and when a client contacts us.

18.2 Notwithstanding section 18.1 above, if we obtain client details from an independent third party with no connection to you, we may contact such clients for any reason, without your consent.

18.3 Except in circumstances outlined above, we will endeavour not to initiate contact directly with clients for the purpose of sales and promotions without your consent, unless any of the following apply:

- (a) If in our opinion you can no longer service the client because you no longer hold the appropriate permissions of the regulator, other relevant regulatory permission or by reason of these *Terms of business* being terminated.
- (b) If in our reasonable opinion you no longer provide an ongoing service to the client and this is confirmed by the client.

- (c) The client has advised us that you no longer act as intermediary for them, or requested direct financial advice from us.
- (d) Where the client responds directly to a promotion sent by us.

## 19. Your responsibility regarding documents and information

- 19.1 In your capacity as your clients' agent you will pass on to us, without amendment (unless otherwise agreed), any relevant documents.
- 19.2 In your capacity as your clients' agent you will pass on to us, without amendment, any material information provided by the client in relation to any business that you submit to us, including an insurance contract.
- 19.3 You shall ensure that our current literature is used at all times and will destroy out-of-date stocks.
- 19.4 All books, documents and computer software provided by us and in your possession must be available to us at all times for inspection and be returned to us immediately if we request you to do so.
- 19.5 Where you request us to provide you with data relating to your clients and book of business, including for the purposes of reconciling the data we hold with the data you hold, we reserve the right to charge you for our reasonable administration costs incurred in providing this data. These costs will reflect the nature and volume of the data you request.

## 20. Liability

- 20.1 Nothing in the terms of this document will exclude or limit our liability for death or personal injury that has been caused as a result of our negligence, fraud, fraudulent misrepresentation or wilful default, or for any other liability which we are not permitted to limit or exclude by law. Subject to this, we will only be liable to you for losses you suffer to the extent that these arise directly as a result of our negligence, fraud, fraudulent misrepresentation or wilful default.
- 20.2 Subject to the paragraph immediately above, we use reasonable endeavours to ensure that all information and data we supply to you is accurate, current and complies with all relevant UK laws and regulations at the time of issue. However, we cannot guarantee that

this will be the case. We do not accept liability or responsibility for any loss or expense you may incur by relying on information and data we may provide or produced by a third party. For example, this may be out of our control where we are reliant on a third party to provide accurate information or data. Although carefully verified, data calculations that are not generated by us are not guaranteed by us and may not be complete or accurate.

## 21. Additional services

We may offer you additional services, such as training, online or platform services. We will notify you of any additional terms of use for these additional services.

Where the additional terms of use require acceptance by you, we will consider you to have agreed to any additional terms of use if any of your employees, agents or subcontractors agree to the terms on your behalf.

You will comply with and be bound by the additional terms and conditions with effect from the first use of the relevant services by you or any of your employees, agents or subcontractors.

## 22. Changes to these *Terms of business*

We may change these *Terms of business*, for example due to changes in legislation, new industry regulations or changes to our business requirements.

We will aim to give you at least 30 days' notice of the change. If the reason for the change is because of a change in legislation or a change by a regulator then we may not be able to give you 30 days' notice but we will let you know about the change as soon as we can. Any new version of this document will automatically replace the previous version and will govern your relationship with us and all business you place, or have placed, with us.

If you are not prepared to work with us on the basis of any new terms, you must contact customer services at the address shown below to let us know that you wish to end your relationship with us.

## 23. Notices

Any notice we give you under these *Terms of business* (including notice of any changes we make to them) may be validly served by:

- posting it clearly on our website;
- sending it by email to the email address you have notified us; or

- posting it to your main place of business or any other address you may notify us.

Any notice will be deemed to have been served:

- on the day it was posted by us on our website;
- on the day it was sent by email, provided no non-delivery message is received by the sender; or
- five business days after posting the notice.

You must send written notices to us at the address specified at the end of these *Terms of business*, or such other address we have notified you of for this purpose.

## 24. Termination

Either party may terminate these *Terms of business* at any time on written notice. Such written notice must be sent to the principal place of business of the party.

If your relationship with us is terminated for any reason then:

- We will stop remunerating you.
- We will endeavour to ensure your clients' interests are protected and they are treated fairly during any transition period.
- Any provision of these *Terms of business* that is expressly or by implication intended to come into, or continue in force, on or after your relationship with us ends will not be affected by the ending of the relationship. For example, you will remain liable to us for any reclaims of remuneration arising after your relationship with us has ended.

## 25. Ex-gratia payments

If you are required to carry out additional work of an exceptional nature, we may offer compensation by way of an ex-gratia payment to cover the reasonable loss caused to you as a direct result of any maladministration on the part of us. The determination of whether additional work of an exceptional nature has been required and the amount of the ex-gratia payment shall be our decision, which shall be final. Each case shall be considered on its own merits and payment will only be made if, in our opinion, it is both reasonable and prudent to do so and any such payments will be paid on a full and final settlement basis.

## 26. Miscellaneous

Nothing in the terms of this document is intended to, or will create, a partnership or agency relationship between us and you. You are not authorised to make or enter into any commitments for or on behalf of us.

If we fail to enforce any of our rights regarding our relationship with you on any occasion, this will not stop us from enforcing them on another occasion.

If any of these terms are found to be unenforceable by a court then that will not affect the other terms.

These *Terms of business* shall not be enforceable by anyone other than you or us. For clarity, each member of the Sanlam Group shall be entitled to recover any loss suffered by it in connection with these *Terms of business* and generally to enforce these *Terms of business* in its own right in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

These *Terms of business* and your relationship with us will be governed by English law and the parties submit to the non-exclusive jurisdiction of the English courts.



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