

Affiliate Application

We wish to become an Affiliate of MPI Brokers in order to sign post customers to the MPI Brokers Travel Insurance Plans.

As an Affiliate the applicant becomes an agent of MPI Brokers and an unregulated introducer which will not require any licence or permissions from the Financial Conduct Authority (FCA). Should your business activities now or at any time in the future exceed the introducer status you must immediately inform MPI Brokers and please also read the section in Terms of Business relating to regulations.

Please complete all sections below. Where there is an option of YES or NO answer please place a ✓ in the relevant box. Where GN appears in the box please refer to the MPI guidance notes.

If there is insufficient space, or an answer needs further explanation, please continue on the Notes page on page 3.

1 Name of Applicant:

2 Is the Applicant a: Limited Company?

☐

Partnership?

☐

Sole Trader?

☐

Club?

☐

Association?

☐

Other?

*If other please expand
on the notes page*

☐

3 Trading Name:
(if different to 1)

4 Your name:

5 Address of Business:

6 Contact details:

email:

telephone:

mobile:

website:

7 Please describe your business, including any high risk activities you offer:

If your business is not a travel company please go to Question 10

GN1

8 Do you provide:

Transport?

☐

Accommodation?

☐

Any ancillary tourist services?

☐

GN2

9 Do you protect your customers' deposits (e.g. Bond or Trust a/c)?

Yes

☐

No

☐

GN3

10 Please indicate approximate number of customers:

11 What is your annual turnover?

£

12 Do you have a social media presence?

Yes

☐

No

☐

If yes, please describe this in a few words:

13 Do you currently market travel insurance?

Yes

☐

If yes, number of passengers insured:

No

☐

14 Please list below all Directors of the Company and any Shareholder with 50% or more of the shares in the Company:

Office use 1

15 Have any Directors or Proprietors of the Company been the subject of any criminal proceedings, or been the subject of an investigation into allegations of misconduct or malpractice in connection with any business?

Yes

☐

No

☐

If yes, please give more information below:

16 I have read and accept the Guidance Notes, Sales & Promotions in the Addendum on Page 4, and the Terms of Business on page 5

If an Affiliation is offered, I accept on behalf of the Applicant the Terms of Business shown on page 5. The person who signs this application must be an Officer or Director of the Applicant.

Signed:

Name:

Date:

Position:

**please scan and email back to: info@mpibrokers.com
or post to: MPI Brokers, West House, West Street, Haslemere, Surrey. GU27 2AB**

Guidance Notes

GN1

In order for us to be in a position to give advice on the insurance we provide for your customers please give a full description of your firm's activities

GN2

If you tick two or more of the boxes in Q8 your firm falls under the Package Travel Regulations and we will be in contact to discuss regulatory matters

GN3

If you or your firm falls under the Package Travel Regulations there is a requirement to protect customers' deposits.

Sales & Promotions

As part of the MPI Affiliate programme we request that agents actively promote MPI to their customers on an exclusive basis and we have shown below some marketing ideas:

Travel Companies:

- 1 insert the MPI suggested text (to be provided) in your T's & C's, this helps to protect your company's liability and attracts more sales
- 2 prominently display insurance buttons [with hyperlinks] on your website and brochures
- 3 mention insurance in any holiday quotes and refer to your T's & C's
- 4 refer to insurance on your Booking Confirmation [with hyperlinks] or the accompanying email and your T's & C's
- 5 links in newsletters and any other social media
- 6 insert sales flyers in posted documents (if any) e.g. flight tickets
- 7 mention insurance at the end of holiday sales calls.

For travel companies that fall under the Package Travel Regulations the process explained in 1–4 above is a requirement – (signposting under the PTR)

Clubs, Associations, Retail Shops, Ski-Slopes, Journals and others:

- 1 prominently display insurance buttons [with hyperlinks] on your website and brochures
- 2 actively promote insurance to members (clubs and associations)
- 3 prominently display and distribute sales material in a customer environment, e.g. at the till (shops and ski-slopes)
- 4 links in newsletters and any other social media.

1 Introduction

MPI Brokers ('MPI') is a trading name of Michael Pettifer Insurance Brokers Ltd who is incorporated in England and Wales under company number 4469885 and is authorised and regulated by the Financial Conduct Authority and whose registered address is Greens Court, West Street, Midhurst, West Sussex, GU29 9NW. MPI's correspondence address is West House, West Street, Haslemere, Surrey, GU27 2AB.

For the purpose of these Terms of Business the Applicant shown in Box 1 becomes an Unregulated Introducer and an Agent of MPI Brokers. The term Affiliate shall mean Agent.

2 Regulation

The Affiliate must comply with the rules of the statutes of Unregulated introducer which limits the insurance activities to that as an introducer only.

The Affiliate may not give advice on this or any other insurance, make any recommendations, arrange insurance or collect premiums but effect only an introduction to MPI Brokers.

The FCA defines an Introducer as a tied agent or affiliate who carries out effecting introductions or distributing non-real time promotions.

3 Obligations

3.1 The Affiliate shall use all reasonable endeavours to introduce customers to MPI in accordance with the Sales and Promotions notes on page 4 of the Affiliate Application form, and comply with the obligations set out.

3.2 MPI will deal directly with customers of the Affiliate and where possible offer them insurance that they may reasonably request and advise the customer of the premium and any fees applicable

Create and maintain a database of records relating to insurance sold. Credit commission to the Affiliate's commission account and make payments as requested from time to time. The Affiliate may not invoice MPI for commission

4 Commission

Upon the introduction of a customer, commission shall be earned by the Affiliate in perpetuity upon the sale of

insurance at the rate agreed from time to time and shall be calculated on the Gross Premium

Gross Premium is the total amount paid less any service charges and insurance premium tax

5 Premiums

We hold the right to change premiums at any time without notice.

6 Exclusivity

The Affiliate shall not market or promote any other insurance plan

7 Intellectual Property

Both parties will retain ownership of all their respective rights, including intellectual property rights in their respective plans, databases, computer programmes, documents, materials, ideas or other information which shall include claims statistics

8 Termination

Either party may give three months written notice to the other to terminate the agreement. The effect of termination shall be that the Affiliate shall lose any future commission on business from introduced customers after termination

9 Confidentiality

Neither party shall disclose to any third party any confidential information disclosed to either of them by the other nor use this for their own benefit which shall include but not limited to all information which relates to the operations, plans, know-how, trade-secrets, business affairs, logos, trademarks and intellectual property of either party

10 Expenses

Each party shall be responsible for its own expenses incurred in performing its obligations under these terms of business

11 No Partnership

Nothing in these Terms of Business shall be construed as constituting a partnership between the parties

12 Value Added Tax

Should there be a liability to VAT on the commission earned by the Introducer; this shall be the responsibility

of the Introducer. In the event that Her Majesty's Customs and Revenue (HMRC) deem MPI, the underwriting agent or Insurers responsible for VAT on the Introducer's commission, we and they hold the right to recover such sums paid from the Affiliate

13 Liability

The Affiliate shall indemnify and keep indemnified MPI for any errors or omissions caused by the Affiliate

14 Law, Jurisdiction and Regulation

These terms of business are governed by the laws of the United Kingdom and the parties submit to the exclusive jurisdiction of the various courts of the United Kingdom and the Affiliate shall at all times comply with the rules laid down by the Financial Conduct Authority.