

Voyager Insurance Services Ltd

Agency application form



Company name: _____

Address of main office: _____

Postcode: _____

Telephone number: _____ Fax number: _____
Email: _____
Website: _____

Date business established: _____
Type of organisation (i.e Sole trader/partnership/limited company): _____
If a limited company please advise: _____
Company registration number: _____
Authorised share capital: _____ Paid up share capital: _____

Are you associated with another company? (If YES please provide details below) YES / NO
Address(es) of additional offices (if any)
1. _____ Postcode _____
2. _____ Postcode _____
Total number of staff: Full time _____ Part time _____

Please provide the name and address of your bankers: _____

Has any application to any professional or regulatory body been refused, declined, cancelled or withdrawn? YES / NO
(If YES please give reasons below)

Please state your FCA firm reference number: _____

Name of director(s) / principal(s)	1	2	3
Name			
Home address			
Years at this address			
Date of birth			
Qualifications			
Years in insurance			

Has any director or principal ever:

a. Had an insurance agency cancelled or refused? YES / NO

b. Been adjudged bankrupt or subject to a receiving order or County Court Judgement? YES / NO

c. Been convicted of any criminal offence (not treated as spent under the Rehabilitation of Offenders Act 1974) other than motoring convictions? YES / NO

If YES to any of the above, please provide details:

Please provide details of your professional indemnity insurance:

Name of insurer: _____

Limit of indemnity: _____

Expiry date: _____

Excess: _____

Please list the major travel insurance agencies that you use and the related annual gross premium income:

1. _____ GPI £ _____

2. _____ GPI £ _____

3. _____ GPI £ _____

4. _____ GPI £ _____

Total _____ GPI £ _____

Please confirm that your office has broadband internet access: YES / NO

Please provide your company bank details to enable us to settle by BACS any commissions due to you:

Bank name: _____

Account number: _____

Sort code: _____

Contact person dealing with this application:

Name: _____ Email address: _____

Declaration: I confirm that all the information contained within this agency application is correct to the best of my knowledge:

Signed: _____ Date: _____

Name (in capitals): _____

Position: _____

Please return to:
Voyager Insurance Services Ltd
13-21, High Street
Guildford
Surrey
GU1 3DG
Tel: 01483 562662
Fax: 01483 569676
E-mail: sbawden@voyagerins.com

AGENCY AGREEMENT – for FCA Regulated Agents

An agreement made this ____ day of _____, 201__

Between (1) Voyager Insurance Services Limited, 13-21 High Street, Guildford, Surrey GU1 3DG, and the interested insurers that underwrite any of the insurance facilities related to this agreement, herein after referred to as “Voyager”, and (2) _____, whose registered office is at _____ herein after referred to as “the insurance agent”.

Whereby it is agreed that, commencing on the inception date of the current agreed insurance scheme(s) and, subject to clause 17, ending on the first anniversary thereof or any subsequent period agreed;

1. In the course of its business the insurance agent shall act as the agent of Voyager and thereby of the insurers, being the insurers of any of the agreed insurance schemes as advised to the insurance agent, for the purpose of effecting insurance cover between persons applying for insurance under any of the specially agreed schemes arranged between Voyager and the insurance agent.
2. The insurance certificates issued are legally binding documents and the terms and conditions shown thereon shall prevail.
3. Premiums ("the premiums") shall be charged on the insurance certificate issued together with Insurance Premium Tax where appropriate and the premiums shall be collected by the insurance agent on behalf of Voyager, in accordance with the rates previously agreed, and paid in accordance with clause 13(b) hereof.
4. The insurance agent agrees that at all times during the continuance of this agreement it;
 - a. will use its best endeavours to enhance the business reputation and goodwill of Voyager and the insurers.
 - b. will act with the utmost good faith towards Voyager in regard to the accounts and declarations to be delivered by it hereunder, and in all other matters pertaining to this agreement.
 - c. will, where appropriate, at all times offer and recommend the insurance to persons with whom it does business insofar as insurance is concerned.
5. Will keep separate, proper and accurate records and accounts of all schemes entered into and all monies received on behalf of Voyager, and will permit Voyager by its authorised officers, employees or agents (or those of the interested insurers) to inspect and audit all such records and accounts at such times as Voyager may reasonably require.
6. Will submit to Voyager all brochures advertising commercial, promotional or other matter which it intends to publish relating to Voyager or any insurance business within the scope of this agreement for the prior written approval of Voyager before publication, including in particular (but without prejudice to this generality of the foregoing) any summary or synopsis of the terms of the certificate.
7. Will not, without prior written approval, act in the name of Voyager or use the business stationery of Voyager.
8. Will forthwith, if requested, upon completion of its annual audit, produce to Voyager an auditor's certificate confirming the premiums due and payable to Voyager in respect of the period specified in the insurance scheme(s), or the period covered by such an audit as the case may be and in the event that any such audit does not fully cover the period specified in the insurance scheme(s), then a further auditor's certificate shall be produced to Voyager immediately following this subsequent annual audit.
9. The insurance agent must maintain its status as an authorised person to carry on regulated activities under Part IV of the Financial Services & Markets Act, 2000 (FSMA) and will comply with the FSMA and all rules to which it is subject including all requirements relating to authorisation and supervision in respect of its insurance mediation activities. The insurance agent shall notify Voyager immediately if its Part IV Permission is varied or cancelled by the Financial Conduct Authority (FCA) or there is any other change in regulatory status.
10. The insurance agent acknowledges and agrees;
 - a. that neither it nor any of its officers, employees or agents have authority to admit any liability or reject or settle any claim made against Voyager pursuant to any insurance certificate issued.
 - b. subject to clause 15, that the full amounts of the premiums are at all times the property of Voyager and shall not be subjected to any charge, set off or counter claim whilst in the possession and control of the insurance agents.
11. The insurance agent hereby declares that all premiums received or receivable by it on behalf of Voyager pursuant to this agreement, shall be held by the insurance agent upon trust for Voyager and its successors and the assignees.
12. Risk transfer - Premiums once paid by (or return premiums due to) individual insured person(s) that are held by the insurance agent under this facility are deemed to be held on behalf of Voyager and the interested insurers. These funds may be held co-mingled in the insurance agent's statutory or non-statutory trust bank account for the holding of insurance premiums only and the interest of Voyager shall rank as subordinate to those of the insurance agent's clients in the event of any insolvency. Any interest earned may be retained by the insurance agent.
13. The insurance agent covenants with Voyager;
 - a. that it will credit the full amount of all premiums received on behalf of Voyager to a statutory or non-statutory trust bank account for the holding of insurance premiums only within 2 days of the receipt of such premiums and that it will keep those funds in that account separate and distinct at all times from all other funds, unless

specifically agreed in writing between the parties. The account must not be combined with any other account held by the insurance agent and must not be subject to any charge, encumbrance, lien, right of set-off or retention.

b. to account for the insurance it has effected on behalf of Voyager in the form agreed and to declare the full premiums chargeable thereon for each calendar month and to collect and pay such premiums to Voyager, provided that such account, declaration and payment shall all be made within a period of 14 days after the end of the calendar month to which they relate, unless specifically agreed otherwise in writing.

14. All claims under the insurance certificate shall be made in accordance with the terms detailed on the insurance certificate.
15. The insurance agent shall be paid a commission by Voyager in accordance with the terms stated, provided that such commission shall become due and payable only when the premium due in relation to the monthly accounts, declaration and payment required under clause 13(b) hereof has been received by the insurance agent and cleared, at which time such commission may be deducted by the insurance agent.
16. The insurance agent shall maintain Professional Indemnity insurance in force that, as a minimum, complies with FCA regulations from time to time and shall keep Voyager indemnified against the consequence of all acts or omissions of the insurance agent, its officers, employees or agents in breach of the terms of this agreement or the duties owed by the insurance agent to Voyager hereunder.
17. Without prejudice to any other remedies Voyager may terminate this agreement forthwith by notice in writing to the insurance agent in any of the following events;
 - a.** if the insurance agent commits a breach of any of the terms or conditions of this agreement, or
 - b.** if the insurance agent goes into liquidation or enters into any composition with its creditors or a receiver is appointed for its business or over any subsidiary or associated company, or
 - c.** if the insurance agent purports to have assigned the benefit or burden of this agreement or to change the benefits hereof without the consent in writing of Voyager.
 - d.** if the insurance agent shall have their permission withdrawn by the FCA under Part IV of FSMA. In the event of such termination all insurances as in force at the time of termination shall continue to their natural expiry and in the event of termination pursuant to (a) above all premiums due up to the date of termination shall be dealt with in accordance with the provisions of this agreement. In the event of termination pursuant to (b) or (c) above, all premiums due up to this date of termination shall be paid to Voyager or their nominees.
18. The waiver by Voyager of any breach of any terms of this agreement shall not be deemed to be a waiver of any subsequent breach.
19. The parties hereto may agree to amend or otherwise alter or add to the terms of this agreement provided that no such amendment, alteration or addition shall take effect unless and until it has been agreed in writing.
20. This agreement shall be construed and have effect in accordance with English law.
21. Notices of cancellation of this agreement shall be sent to the registered office of the party to be served (or other address notified in writing by the party) and may be delivered by hand or sent by facsimile or pre-paid first class mail. Any such notice shall be deemed to have been duly served on the day of delivery or dispatch in the case of a notice delivered by hand or by facsimile, and by 72 hours after posting in the event of a notice sent by mail.

Signed for and on behalf of the insurance agent

..... Date.....

Please print name.....

Signed for and on behalf of Voyager Insurance Services Ltd.

..... Date.....

JONATHAN BUTTERY
Director

FCA agt v.6 May 2013