

**NEW MOON INSURANCE SERVICES LTD  
MUSICAL INSTRUMENT INSURANCE  
RETAIL PARTNER AGREEMENT**

**1. Definitions**

- 'FSA'** The Financial Services Authority
- 'New Moon'** New Moon Insurance Services Limited (under FSA number 498667) an appointed representative of Herald Insurance Brokers who are authorised and regulated by the Financial Services Authority (under FSA number 306274)
- 'You/Your/Retail Partner'** The company named in section 2. Appointment, in this agreement.
- 'Policyholder(s)'** Customers of the retail partner who purchase insurance from New Moon Insurance Services Limited

**2. Appointment**

New Moon Insurance Services Limited (New Moon) appoints

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as a Retail Partner to promote its insurance in the manner described.

- 2.1. This Agreement (Retail Partner Agreement) cannot be assigned without New Moon's written authority.
- 2.2. You will at all times observe the conditions of the Retail Partner Agreement and any subsequent amendment. Any acceptance by New Moon of a breach of these conditions shall not be taken as a precedent.
- 2.3. We reserve the right to vary the conditions of the Retail Partner Agreement at any time in writing to you at your last known address.
- 2.4. The conditions of this appointment and the commission terms are set out in this document. Rates of commission shown are those currently in force and, whilst no change is anticipated, New Moon reserves the right to alter rates at any time.
- 2.5. During the duration of this agreement, the Retail Partner agrees to offer free insurance in any form and for any duration and through any sales channel or by any promotion only from New Moon.

### **3. Authority**

- 3.1. No authority or power to bind New Moon, unless otherwise agreed, is given or intended to be given by the issue of this Retail Partner Agreement, your authority being limited to that of a Retail Partner, unless specifically instructed by New Moon
- 3.2. New Moon retains the right to decline any business or vary the renewal terms of existing insurances without giving reasons for so doing.
- 3.3. All books and papers belonging to New Moon and in your possession shall be at all times at the disposal of New Moon.
- 3.4. Renewal notices will be forwarded directly to policyholders.
- 3.5. If any premium is not received in respect of a renewal within 15 days of the renewal date the cover will automatically lapse.

### **4. Commission**

- 4.1. Commission is allowed at the rate shown in clause 10 as a percentage of premiums paid by Policyholders. This will be paid on a quarterly basis in arrears on both new and renewed business for the time that the insurance is arranged by New Moon. Commission allowed to you is calculated on premiums remitted to us. We retain the right to vary the rates of commission.
- 4.2. New Moon retain the right to cancel any policy and return any unearned premium or make a return of premium on any policy, in which event we will calculate any refund of commission due to New Moon. Any such commission adjustment will be made quarterly in arrears.

### **5. Initial Term**

- 5.1. This agreement is for an initial term of three years from the date of signing
- 5.2. Within this initial period, termination shall only take place in the event as described in 9.2 and 9.5 Termination. Should Termination take place under the Initial Term all relevant clauses under 9 Termination shall then apply.
- 5.3. The initial term may be extended with the written agreement of both parties.

### **6. Agreed activities**

It is agreed:

- 6.1. New Moon shall enter into separate agreements to provide insurance cover with FSA regulated insurers authorised to carry out insurance in the UK. New Moon reserves the right to change the insurance provider.
- 6.2. Under FSA regulation, the only activities a Retail Partner is permitted to undertake are:

- 6.2.1. Issuing a leaflet promoting the free insurance offer, once a sale or service of an instrument has taken place;
  - 6.2.2. passive display of all forms of New Moon promotional literature;
  - 6.2.3. provision of information on insurance on an incidental basis; and
  - 6.2.4. provision of generic information or guidance.
- 6.3. You will not carry out any activities other than those stated above.
- 6.4. Unless otherwise agreed with New Moon, you will not hold yourself out to be either directly authorised, Appointed Representative or Introducer Appointed Representative, as defined by FSA.
- 6.5. We reserve the right to terminate your appointment as a Retail Partner if you carry out any activities other than those which you are permitted to carry out.
- 6.6. You will provide us with access to such information as New Moon may require from time to time and will co-operate with and submit such audit and compliance procedures as New Moon may from time to time issue.
- 6.7. You agree to an Internet Banner Advertisement hyperlink for the following Internet site domain [www.newmooninsurance.com](http://www.newmooninsurance.com) and maintained as described in Section 7 of this agreement.
- 6.8. You will indemnify and hold New Moon harmless against complaints and financial loss (excluding fines) suffered by New Moon as a result of any act or omission on your part in respect of any of the obligations imposed upon you under the terms of this agreement, including all liabilities, costs and expenses incurred or suffered by New Moon in responding to any complaint by the FSA against New Moon in relation to any alleged breach of the FSA's Rules resulting from your operation in connection with this agreement.
- 6.9. You shall notify us immediately if you become aware of any technical or other problem that may impact upon the reputational risk of New Moon.

## **7. Internet Hyperlink**

The following is agreed:-

- 7.1. New Moon will allow you to reproduce copies on your Internet site of New Moon's current Internet banner advertisement(s) as provided by us.
- 7.2. From time to time New Moon shall provide you with copies of New Moons current Internet banner advertisement(s) in a suitable electronic format.
- 7.3. You shall reproduce in a timely manner the Internet banner advertisement(s) without alteration unless expressly agreed by New Moon in writing.
- 7.4. You agree to implement and maintain without due delay and within reasonable time scales any changes to the Internet site in the event of:
  - 7.4.1. legislative or other changes governing internet, electronic or distance marketing

- 7.4.2. changes to any part of New Moons policy or business documentation required
  - 7.4.3. changes to the Internet banner advertisements
- 7.5. New Moon shall not be liable at any time to make any contribution to the development or subsequent support costs of your Internet site.

## **8. General Conditions**

- 8.1. You must notify New Moon immediately in writing:
- 8.1.1. if your business address changes.
  - 8.1.2. of any changes in your ownership, name, partners, directors, or controllers or in your capital structure.
  - 8.1.3. if you become bankrupt, insolvent, go into liquidation or receivership, or enter into composition with any creditors.
  - 8.1.4. if any owner, partner, director or controller or any one employed by you is or becomes subject to disciplinary proceedings instituted by a professional or other body.
  - 8.1.5. if any owner, partner, director or controller is convicted of any criminal offence other than a minor motoring offence.
  - 8.1.6. if any Agency, Broker, intermediary or Retail Partner Agreement with any other insurer is terminated.
  - 8.1.7. if you carry out any activity beyond the scope permitted under the Retail Partner Agreement.
- 8.2. New Moon reserve the right to:
- 8.2.1. communicate directly with policyholders in respect of insurance matters.
  - 8.2.2. take any available remedy for the recovery of all money payable and documents due to New Moon.
  - 8.2.3. take whatever action is considered necessary to protect the interest of the policyholders.

## **9. Termination**

- 9.1. Following the Initial Term, this Agreement may be terminated at any time by either party sending notice in writing by registered post to the other party at the latter's last known place of business, which notice shall be effective at the expiration of 24 hours after the time of posting.
- 9.2. In the event you act outside of the authority given in this agreement New Moon retain the right to cancel this agreement with immediate effect.

- 9.3. Upon termination no commission shall be payable except such as has already been earned.
- 9.4. Upon termination, New Moon retain the right to transfer all business to its own account and for its own benefit.
- 9.5. The Agreement will terminate automatically upon your death, bankruptcy, insolvency, liquidation or receivership or if you enter into composition with your creditors or upon the dissolution of a partnership or winding up of a company which ever may be applicable.
- 9.6. In the event of termination of the Agreement all New Moon's books, papers and other property must be surrendered without delay.

**10. Signature**

This Retail Partner Agreement supersedes any prior agreement between the parties whether written or oral and any such prior agreements are cancelled as at the Date of this Agreement but without prejudice to any rights which have already accrued to either of the parties.

Commission level agreed: \_\_\_\_\_ %

This agreement is signed by the retailer partner below.

On behalf of Retail Partner \_\_\_\_\_ Ltd

Signed.....

Name.....

This.....day of.....2009

Please return to:

New Moon Insurance Services Ltd  
 Units 5/6 Warren Court  
 Park Road  
 Crowborough  
 East Sussex  
 TN6 2QX

[www.newmooninsurance.com](http://www.newmooninsurance.com)

or fax to 0845 072 8541