

MorganAsh adviser services

Terms of business for advisers

The following text details the terms of business for advisers using the MorganAsh services in the UK.

1 To whom are these available?

- 1.1 These services are only available to financial advisers, IFAs, brokers and intermediaries, who are authorised by the Financial Conduct Authority (FCA) to undertake insurance or pensions business within the United Kingdom. This service is not available for consumers. If you are unsure if this service is available to you then please contact MorganAsh directly, as detailed below.

2 Definitions

- 2.1 MorganAsh: MORGANASH LIMITED (company number 04955931) registered office is at 7 Whitworth Court, Manor Farm Road, Manor Park, Runcorn, Cheshire WA7 1WA, UK.
- 2.2 You: a registered financial adviser or company who undertakes financial advice for consumers within the UK and is so registered to do so with the Financial Conduct Authority (FCA).
- 2.3 Consumer: a member of the public who You are advising.
- 2.4 Product Provider: an insurance or assurance company which sells and markets financial products.

3 Objective

- 3.1 You wish MorganAsh to undertake a service, typically to collect medical and risk information from the Consumers to enable a longevity estimate and/or application for a financial product.
- 3.2 You wish MorganAsh to undertake a non-advised service to process the applications.

4 Services

- 4.1 MorganAsh will undertake services in accordance with those selected on the website, which may include:
- a) Undertaking an interview with Consumers over the telephone to gather medical and risk-related information.
 - b) Undertaking a non-advised sale.
 - c) Undertaking a longevity estimate.
 - d) Providing care services, counselling or other medical services.
- 4.2 If applying for a financial product MorganAsh will adhere to the Product Providers' requirements as regards the information required for the selected products and will collect the appropriate information from the Consumer.
- 4.3 The Product Providers may require more detailed information from the Consumer than originally requested by You and they may then request MorganAsh to gather this information. You hereby agree to cooperate with such further requests.

5 Payment for services

- 5.1 In submitting a case to MorganAsh, You are committing to pay a fixed fee per person, to be invoiced on a monthly basis, and paid by You within 30 days, or agreeing to share the commission received by MorganAsh.
- 5.2 VAT is charged at the applicable rates.

6 Systems and security

- 6.1 The MorganAsh website and systems are provided for the submission and receipt of information by its clients. This will generally be available during business hours and evenings. MorganAsh does not accept any liability for the unavailability of the systems or the service.
- 6.2 Any software is downloaded at Your own risk. MorganAsh does not guarantee the suitability of any such software that is so downloaded.
- 6.3 Information provided on the site is provided for Your benefit and MorganAsh will endeavour to keep this up-to-date and accurate at all times. However, MorganAsh does not accept any responsibility and will not be liable for any inaccuracy or any incompleteness of any information so provided.
- 6.4 Access to the website and systems are controlled by usernames and passwords. You will ensure that You protect and secure this information.
- 6.5 You will notify us when leaving Your employment or terminating these services.
- 6.6 You will ensure that the software and systems You use have adequate security features. If there is a security issue with the systems You use to access the MorganAsh website, then You will inform MorganAsh as soon as possible.

7 Rights to cancel

- 7.1 You may cancel an instruction at any time. If the cancellation occurs before any service is undertaken, then You will not be charged. If the cancellation occurs after the service has been completed or partially completed then You will be liable for the full or proportionate fee for the service provided.

8 Confidentiality and data protection

- 8.1 All advisers' and Consumers' details are kept confidential by MorganAsh.
- 8.2 All information will be held and maintained by MorganAsh in accordance with the requirements of the General Data Protection Regulation (GDPR): Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
- 8.3 No data will be sent outside the EU. You will be informed of any data protection breach, or subject access request, in line with the legislation.
- 8.4 MorganAsh will comply with the disclosure of any information if required by law, the FCA or any other similar regulatory body.

- 8.5 MorganAsh will maintain sufficient data protection and IT security processes and procedures to make the holding of all data secure in accordance with industry best practice.
- 8.6 Unless agreed elsewhere data will be deleted after one year.
- 8.7 By using this service, You give MorganAsh permission to store Your personal data and company data and bank account data, for the purpose of complying with these terms of business, and for communicating similar services.

9 Ownership of data

- 9.1 You are the data controller of all the data You submit to MorganAsh. For the avoidance of any doubt MorganAsh is a data processor.
- 9.2 MorganAsh may use any data anonymously for analysis purposes, and may share this analysis and data with third parties.

10 Representations and warranties

- 10.1 You warrant that You are acting on behalf of the Consumer and acting in accordance with the FCA regulations and good industry practice.
- 10.2 You warrant that You are complying with the Product Provider's agency licence agreement, if applicable.
- 10.3 You hereby authorise MorganAsh to undertake administrative duties, including the collection of medical information, on Your behalf from the Consumer for the submission of applications to the Product Provider(s), and if applicable to submit these applications on Your behalf.
- 10.4 MorganAsh warrants that it shall undertake its services in accordance with the following:
- good industry practices
 - all applicable legislation
 - as further described on MorganAsh marketing material and
 - as defined within these terms of business.

11 Liability

- 11.1 You must encourage Your Consumers to give full and honest information and act honestly and reasonably.
- 11.2 MorganAsh is liable for any errors or omissions in its interviewing of Consumers and consequent collecting of information from that process and/or any errors or omissions in submitting this information to You. MorganAsh is not liable for omissions or errors in information provided by the Consumer.
- 11.3 MorganAsh has no regulatory or legal responsibility for the advice given as a result of this service.
- 11.4 MorganAsh has, and will continue to carry, professional indemnity insurance up to £5m with respect to any single claim.
- 11.5 Neither party will be liable to the other party for any delay or non-performance of its obligations by reason of an event outside either party's control.

12 Registration and termination of terms of business

- 12.1 You must register with MorganAsh, and it is your responsibility to keep this information up-to-date. MorganAsh will not be held responsible for any errors in this information.
- 12.2 MorganAsh reserves the right to check your registration to use its service, to ensure You meet the requirements of its service.
- 12.3 Once You submit a case to MorganAsh then You are deemed to have agreed to these terms of business, unless specifically agreed otherwise in writing by MorganAsh.
- 12.4 You agree to use MorganAsh as Your sole provider of these services for at least one year from commencement of this agreement.

13 Termination

- 13.1 These terms of business will remain in force until such time as they are terminated by either party, or until MorganAsh amends such terms of business.
- 13.2 Should You wish to terminate Your use of the service, You will give MorganAsh three months' notice. You should no longer submit any applications and inform MorganAsh of the same. In such circumstances MorganAsh reserves the right to seek payment for all outstanding and completed cases.
- 13.3 MorganAsh may terminate Your service by giving You three months' written notice. In such circumstances MorganAsh will complete all services already submitted prior to the date of such notice.

14 Change in terms and conditions

- 14.1 In the event of MorganAsh requiring to change these terms and conditions, You will be given at least three months' notice in writing.

15 FCA

- 15.1 MorganAsh is authorised and regulated by the FCA number 451227.

16 Contact

- 16.1 For any enquiries please contact the MorganAsh team.
info@morganash.com
0330 159 8164
7 Whitworth Court, Manor Farm Road, Manor Park, Runcorn, Cheshire WA7 1WA, UK