



Caledon MGA Ltd

BROKER TOBA

caledonmga.ie



This Agreement is made the _____ day of _____ 2026

Between:

Caledon MGA Ltd, incorporated in the Republic of Ireland with company number 740661, whose registered office is at 7 Northumberland Ave, Dun Laoghaire, Dublin, A96 XOK5

("Managing General Agent/Caledon MGA")

and

[BROKER COMPANY] registered in Ireland under company number _____, whose registered office is at **[ADDRESS]**

("Broker")

1. Definitions & Interpretation

1.1. For the purposes of this Agreement:

Agreement	This agreement and the attached schedule.
CBI	Central Bank of Ireland
Commission	The commission referred to in clause 5 and set out in Schedule A.
Customer	The person or organisation that has approached the Broker with a request for an insurance product.
Insured	Any party (not being Caledon MGA) entering into a contract of insurance which is subject to this Agreement.
Insurer	The Insurer specified on any policy of insurance issued by Caledon MGA.
Insurance Business	Any insurances or reinsurances falling within the definition of "Insurance Distribution" in the European Union (Insurance Distribution) Regulations 2018.
Insurance Policy	Means a legal indemnity insurance policy issued by Caledon MGA and underwritten by the Insurer in respect of a proposal referred to Caledon MGA by the Broker on behalf of a Customer.
Records	Anything on which any information of any description is recorded.
Taxes	All Insurance Premium Taxes (IPT) and other para-fiscal charges which may be levied by overseas fiscal authorities on insurance premiums.

Scope

- 2.1. The purpose of this Agreement is solely to set out the rights and obligations of the Parties only in respect of the matters specifically addressed in the Agreement. To the extent that any matters relating to the relationship between the Parties are not expressly addressed in this Agreement, they remain unaffected and unaltered by this Agreement. This Agreement shall not override the terms of any Insurance Policy or of Insurance Business.
- 2.2. Subject to clause 11 (which is to be given a free and unfettered interpretation) nothing in this Agreement overrides the Broker's duty to place the interests of the Customer before all other considerations nor shall this Agreement override any legal or regulatory requirements (whether obligatory or advisory) which may apply to the Broker, Caledon MGA, the Insurer, or the placing of any Insurance Business.
- 2.3. The Parties agree that the terms herein shall apply to the conduct of any Insurance Business which has been or may be transacted between the Parties on or after the date of this Agreement. The terms of this Agreement supersede the terms of any other terms of business agreement (TOBA) already in place between the Parties. The terms of this Agreement shall apply from the date of the Agreement.
- 2.4. Each proposal for Insurance Business, renewal of existing Insurance Business or continuation of cover in respect of any existing Insurance Business will be accepted or declined by the Insurer at its sole discretion. The Broker is under no obligation to offer any proposal for Insurance Business or renewal of any existing Insurance Business to the Insurer.

Regulatory Status

- 1.2. The Broker and Caledon MGA both warrant that they are regulated by the CBI to conduct Insurance Business from the date of this Agreement.
- 1.3. The Broker shall inform the Insurer immediately in writing if at any time during the period of this Agreement:
 - 1.3.1. The CBI suspends or withdraws the Broker's registration; or
 - 1.3.2. The Broker otherwise ceases in any way to be authorised by the CBI to undertake any activities in relation to any Insurance Business subject to this Agreement; or
 - 1.3.3. The Broker becomes insolvent.
- 1.4. Caledon MGA shall inform the Broker immediately if:



- 1.4.1. The CBI suspends or withdraws Caledon MGA's registration; or
 - 1.4.2. Caledon MGA otherwise ceases to be authorised by the CBI to undertake any activities in relation to any Insurance Business subject to this Agreement; or
 - 1.4.3. Caledon MGA becomes insolvent.
- 1.5. The Broker shall submit to Caledon MGA for approval, before publication, all marketing material or other documentation (in whatever format) which mentions or relates to Caledon MGA's products/services and shall not issue any such marketing material or documentation without the express prior written consent of Caledon MGA.

Authority

- 1.6. This Agreement sets out the basis on which Caledon MGA will accept Insurance Business from the Broker. Caledon MGA authorises the Broker to act as the agent of the Insurer for the sole purpose of receiving and holding premium, and other sums due in respect of the Insurance Policies and, where appropriate refund such sums.
- 1.7. Nothing in this Agreement shall grant the Broker authority to accept, amend, or vary any Insurance Policy/Insurance Business, settle, negotiate or compromise claims, alter any document or policy, make any non-exempt financial promotion on Caledon MGA's behalf, and/or commit Caledon MGA in any way.
- 1.8. Unless specifically authorised in writing by Caledon MGA the Broker has no authority to sign documents on behalf of Caledon MGA, to make markings of any kind on any Insurance Policy, or in any other way whatever to make arrangements binding Caledon MGA.
- 1.9. All information provided by a Customer relevant to the Insurance Policy, whether the Broker considers it material or not, in accordance with the terms of the Insurance Policy, will be passed immediately to Caledon MGA by the Broker.
- 1.10. In all cases where an Insurance Policy is not taken up, unless otherwise specified in this Agreement, the Broker will return the Insurance Policy and certificate of insurance to Caledon MGA for cancellation, with the reason noted on it, within the days of credit shown in paragraph 7.1 below.
- 1.11. Unless specifically authorised in writing by Caledon MGA the Broker may not enter into any agreement to delegate or contract out to another party any of the activities undertaken by the Broker in pursuance of the duties delegated to the Broker under this Agreement, or make any arrangement with another party acting as an intermediary for the introduction of business to Caledon MGA via the Broker.

Remuneration

- 1.12. Caledon MGA will pay the Broker Commission on Insurance Business transacted by the Broker with Caledon MGA, if completed, so long as the Broker retains direct control of the business, at the rates stated in Schedule A hereof. Caledon MGA will give the Broker a minimum of one (1) months' notice before making any changes to the Commission rates.
- 1.13. These Commission rates are:
- 1.13.1. allowed on net premiums, exclusive of any taxation.
 - 1.13.2. applicable unless other special arrangements are made.
 - 1.13.3. applicable only to risks situated in the Republic of Ireland.
- 1.14. If Caledon MGA refunds all or part of a premium for a risk, the amount of Commission in respect of that refund shall be repayable by the Broker to Caledon MGA in its entirety without any deductions. This includes a situation where a Customer gives notice of cancellation within the 14 day cancellation period.
- 1.15. Commission on any business will become due and payable to the Broker on receipt of the premium by Caledon MGA from the Broker and will be paid to the Broker by Caledon MGA within 10 working days of the production of the end of month statement of account from our system.

Premiums

- 1.16. Where the Broker holds: (a) premium due to be paid to the Insurer or (b) return premium due to be paid to the Customer; the Broker shall hold such monies as the agent of the Insurer. The Broker has no authority under this Agreement to permit any third-party, sub-agent to receive, hold, or pay any money on behalf of the Insurer.
- 1.17. All premiums must be paid into the Broker's Client Premium Account designated to hold premiums and then paid over to Caledon MGA in accordance with clause 6.3.
- 1.18. Caledon MGA will send a statement of account at the end of each month which will set out the premium and IPT or any other required tax due for the policies issued in that month. The Broker will pay the amount shown on the statement within ten (10) working days of receipt of the statement. Payment is to be made by electronic funds transfer to the account designated by Caledon MGA. All rebate or refund premium monies paid by Caledon MGA via the Broker, will be sent by electronic funds transfer to the Client Premium Account of the Broker and such funds are deemed to be held by the Broker on behalf of the Insurer.
- 1.19. If the Broker does not obtain payment of the required premium from the Customer, or from any third party funding the premium on behalf of the Customer, within 30 working days of commencement of the insurance cover the Broker will notify Caledon MGA immediately. On



receipt of such notification Caledon MGA may agree to remain on risk for a further period, or cease cover thereafter unless the Broker accepts responsibility for payment of the premium. The Broker will comply with any instructions given by Caledon MGA. If such instructions are not followed, the Broker will be held responsible for immediate payment of the premium.

Taxes

- 1.20. All premiums will be quoted net of IPT or any other required tax and the Broker will pay the IPT to Caledon MGA with the premium in accordance with clause 6.3.

Compliance

- 1.21. Each Party will comply with their respective legal, licensing and regulatory requirements applicable to the production, distribution, placing, claims handling and premium and claims accounting of any Insurance Business which the Broker places with the Insurer under this agreement.
- 1.22. The Broker will inform Caledon MGA in relation to all Insurance Business whether the Insured is classified as a consumer or a commercial customer.
- 1.23. The Broker will forward promptly notices of Insureds' rights to cancel Insurance Business in all instances where such notices are required. An Insurance Policy can only be cancelled by Caledon MGA. The Broker is not authorised to accept notice of cancellation on behalf of Caledon MGA from Customers.
- 1.24. Each Party shall pay due regard to, and co-operate in respect of the observance of, any applicable international economic or financial sanctions legislation which bind the relevant Customer, the Broker, Caledon MGA or the Insurer.
- 1.25. Neither party shall be involved in the offering, promising or giving of any financial or other advantage to any person in breach of any law against bribery (including without prejudice to the generality of the foregoing the Criminal Justice (Corruption Offences) Act 2018).

The Parties shall insofar as required to do so, and whether or not either party is an associated person of the other for the purposes of the Criminal Justice (Corruption Offences) Act 2018, maintain on an on-going basis its own anti-corruption bribery policies and procedures, including but not limited to adequate procedures under the Criminal Justice (Corruption Offences) Act 2018, to prevent corruption/bribery offences and will enforce them where applicable.

- 1.26. In providing regulated services to the Customer and introducing business to Caledon MGA the Broker is responsible for the prevention of money laundering and terrorist financing.

The Broker will ensure compliance with all formalities to include obtaining all documentation from the Customer, carrying out any and all identification and verification checks that may be required by the Criminal Justice (Money Laundering & Terrorist Financing) Act 2010 and any other anti-money laundering statutes of other jurisdictions, the rules and regulations thereunder and any related or



similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "Anti-Money Laundering Laws").

The Broker undertakes to provide Caledon MGA with all relevant documentation obtained by it in accordance with regulatory obligations and the Anti-Money Laundering Laws when and if required to do so by the Insurer or any relevant regulator or governmental body.

The Parties will ensure all other compliance with applicable financial recordkeeping and reporting requirements of the Anti-Money Laundering Laws of all jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental agency.

The Parties confirm that there are no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Parties or any of their affiliates with respect to the Anti-Money Laundering Laws pending or, (to the best knowledge), threatened.

The Parties reserve the right not to accept funds from or assume the risk in respect of any Customer where there is an absence of sufficient information or any other reason that means the Parties would not be able to comply with their obligations under this clause.

Data Protection

1.27. The Parties shall comply with all applicable obligations imposed by, or made under requirements of the Data Protection Act 2018 ("DPA"), together with any other applicable regulations, orders or codes of practice.

1.28. Without prejudice to the generality of clause 9.1, where either Party (the "Disclosing Party") discloses Personal Data (as defined in the DPA) to the other (the "Recipient") in connection with the operation of this Agreement, in the absence of an alternative legal basis for the data processing, the Disclosing Party will ensure that it obtains all necessary consents so that the Personal Data it provides to the Recipient can be lawfully used or disclosed by the Recipient in the manner and for the purposes anticipated by this Agreement.

1.29. The Parties shall take reasonable care to establish and maintain appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

Termination

1.30. This Agreement shall terminate:

1.30.1. at any time by mutual agreement; or

1.30.2. on the expiry of 30 days written notice delivered by either the Broker or Caledon MGA to the other party at the receiving party's registered office or by recorded



delivery/registered post to the other party at the receiving party's registered office; or

- 1.30.3. immediately without notice if there are reasonable grounds to suspect fraud; or
- 1.30.4. immediately, without notice, should either Party become the subject of voluntary or involuntary administration or liquidation proceedings (save for the purposes of amalgamation or solvent re-organisation) or become the subject of an action in bankruptcy or make or propose any composition with its creditors or otherwise acknowledge its insolvency; or
- 1.30.5. immediately, without notice, should the Broker have any authority or permission granted to it by the CBI withdrawn or altered by the CBI in such a manner as materially to affect in any way the Broker's ability to introduce, arrange, conclude, administer, perform or otherwise be involved with any Insurance Business which is carried out between the Parties under this Agreement; or
- 1.30.6. If either the Broker or Caledon MGA fail to remedy any other breach of this Agreement, or any unsatisfactory conduct, within a reasonable period of the Broker or Caledon MGA notifying the other party of the breach in writing.

1.31. Following termination:

- 1.31.1. Caledon MGA will prepare a statement of account, settlement of which shall be by way of payment by the Broker or Caledon MGA of the net balance due to the other. All known premiums for which the broker would be liable under this Agreement and not included in this statement of account must also be paid to Caledon MGA at the same time.
- 1.31.2. the Broker will make all reasonable efforts to provide Caledon MGA with contact details for any Insured or other Party with whom the Insurer has contracted in the conduct of Insurance Business where such information is reasonably required in order for the Insurer to carry out its obligations in relation to Insurance Business concluded in accordance with this Agreement.

1.32. Where permissible the Parties will remain liable to perform their obligations in accordance with the terms of this Agreement in respect of all Insurance Business subject to this Agreement until all Insurance Business has expired or has otherwise been terminated.

Access to Records

1.33. The Broker will retain all of the Records created or held by it and all Records received by the Broker for the purposes of the introduction, arranging, concluding, administration or performance of the Insurance Business for a minimum of six years and in any event the minimum periods required by law or any regulatory body with jurisdiction over the Broker, the Insurer or the Insurance Business.

1.34. The Broker agrees to allow Caledon MGA, on reasonable notice, to inspect and to take copies

of the following: -

- 1.34.1. the accounting records pertinent to any Insurance Business including information relating to the receipt and payment of premiums and
 - 1.34.2. documents as may be in the possession of the Broker which were disclosed to the Insurer by the Broker in respect of any Insurance Business including, but not limited to, documentation relating to the proposal for the Insurance Business, the placing thereof (including endorsements and reinstatements) and any claims thereunder.
- 1.35. On termination of this Agreement for whatever reason and on reasonable notice the Broker will deliver up to the Insurer such documentation if requested.

Confidentiality

- 1.36. Each of the Parties will treat information received from the other relating to this Agreement and to the Insurance Business as confidential and will not disclose it to any other person not entitled to receive such information except as may be necessary to fulfil their respective obligations in the conduct of the Insurance Business and except as may be required by law or regulatory authority. For the avoidance of doubt each party shall be entitled to disclose such information where necessary to its insurers or reinsurers, actuaries, auditors, professional agents and advisers and other group companies. This clause will not apply to information which was rightfully in the possession of such party prior to this Agreement, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause) or which is trivial or obvious.

Complaints

- 1.37. Each Party will notify the other in accordance with CBI Rules of any complaint concerning the other Party relating to Insurance Business subject to this Agreement.

Protection of Reputation

- 1.38. Each Party agrees it will not, without the written authority of the other Party, make use of the other Party's corporate or trading names or logos and trademarks.

Conflicts of Interest

- 1.39. The Parties will adopt and/or maintain procedures to ensure that each has in place arrangements for the identification and management of any conflicts of interest that may arise in relation to any Insurance Business.

Disclosure

- 1.40. The Broker will comply with relevant regulatory, fiduciary and legal requirements regarding disclosure of all forms of remuneration from any arrangements it may have for remuneration in connection with Insurance Business.

Variation and Assignment

- 1.41. This Agreement may be assigned or varied only in writing by duly authorised representatives of the Parties.

Rights of Third Parties

- 1.42. A person who is not a Party to this Agreement has no right under this Agreement.

Dispute Resolution

- 19.1. The Parties to this Agreement are committed to resolving all disputes arising under it (and whether such dispute arises before or after termination of this Agreement) without the need for litigation and to allow as far as possible for commercial relationships to remain unaffected by disputes and therefore the Parties:
- 19.1.1. will attempt in good faith to resolve any dispute or claim promptly through negotiations between respective senior executives of the Parties who have authority to settle the same;
 - 19.1.2. will attempt in good faith, if the matter is not resolved through negotiation within three months of the dispute arising, to resolve the dispute or claim through an Alternative Dispute Resolution (ADR)/Mediation procedure agreed between the Parties; or
 - 19.1.3. If the matter has not been resolved by mediation within six months of the dispute arising, or if a Party will not participate in a mediation procedure, the other Party may refer the dispute to the President or Vice President of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators.
- 19.2. Notwithstanding the above, either Party may seek the immediate protection or assistance of the courts of Ireland if appropriate.

General Clauses

- 20.1. Jurisdiction and Choice of Law: This Agreement shall be construed according to Irish law and any disputes arising under it shall, subject to the provisions of clause 19 above, be determined in the Courts of the Republic of Ireland.
- 20.2. Severability/Enforceability: In the event any portion of this Agreement is found to be invalid or unenforceable the remainder shall remain in full force and effect.
- 20.3. Interpretation: In this Agreement, words importing the singular shall include the plural and vice versa. Headings are included for ease of reference and convenience only and shall not affect the interpretation of the Agreement.
- 20.4. Service of Notice(s): Any notices to be given under this Agreement shall be sent by recorded delivery/registered post or by hand addressed to the Company Secretary at the registered office of the Party to be served. The notice shall be deemed to have been served, if posted, at the expiration of two business days after posting, or if by hand, at the expiration of one business day after it was dispatched.
- 20.5. Force Majeure: Neither Party shall be liable for any delay or non-performance of its obligations under this Agreement caused by an event beyond its control (a "Force Majeure Event") provided that the Party affected gives prompt notice in writing to the other party of such Force Majeure Event and uses all reasonable endeavours to continue to perform its obligations under the Agreement. Either Party may terminate this Agreement if such Force Majeure Event continues for more than 3 months.

AS WITNESS the hands of the parties subscribing hereto the day and year first above written.

Signed by an authorised signatory for
[BROKER LEGAL NAME]

Signed by an authorised signatory for
Caledon MGA Limited

Schedule A

Commission Rate

For the purpose of clause 5 the rate of commission agreed by the Parties is [XXXX%]