

78. Whilst in the circumstances it is not necessary to decide whether or not InsuranceWide also comes within the European concept of an intermediary given that we have found that InsuranceWide does come within the provisions of the VATA, nonetheless in the event that this matter goes further we consider it appropriate to do so. In our judgment InsuranceWide, from after the introduction of the Wizard, on the basis of the activities set out in the preceding paragraph, does sufficient to bring it within the provisions of Article 13B(a) to the extent only that it provides services related to insurance and reinsurance transactions. We have of course already determined that it at no time is an insurance agent. We must also consider Mr. Cordara's submission that in effect there is no difference between the concept of an agent and an intermediary, for which he relies in particular on Public Notice 701/36/02. We accept that the Public Notice itself does equate the two concepts, however the VATA clearly distinguishes them and we must be guided by the legislation. A further submission made by Mr Cordara was that if InsuranceWide did not come within the exemption it would be at a competitive disadvantage vis-à-vis off-line insurance agents and brokers. Given our finding that it is not an agent, we do not consider that this is a relevant consideration.