



## Client Onboarding Documentation | Commercial Lines

Company Name : \_\_\_\_\_

Company Reg Number : \_\_\_\_\_

VAT Number : \_\_\_\_\_

Business Description : \_\_\_\_\_

Address : \_\_\_\_\_

Contact Person : \_\_\_\_\_

Contact Number : \_\_\_\_\_

Email : \_\_\_\_\_

Premium to be paid :  Annually  Monthly

### Debit Order Authorisation

I hereby authorize Fulcrum Collections (Pty) Ltd to debit my account on behalf of Robin Baird Wright Insurance Brokers.

I further authorize the Company to vary such premium from time to time to reflect any change in cover, risk, sum insured or policy rates.

I understand and agree that if any premiums are not met by the financial institution referred to below when the debit order is presented, the policy is cancelled automatically from the end of the period of insurance for which the premium has been paid.

This authority remains in force until cancelled in writing by the authorized signatory.

**NB:** If you change your Bank account please advise us immediately and forward a specimen cancelled cheque from your new book or details of your new account.

Name of Account Holder: \_\_\_\_\_

Bank Name : \_\_\_\_\_

Branch : \_\_\_\_\_

Branch Code : \_\_\_\_\_

Account Number : \_\_\_\_\_

Type of Account :  Cheque  Savings

Signature : \_\_\_\_\_ Date : \_\_\_\_\_

## SERVICE LEVEL AGREEMENT

### INTRODUCTION

You appoint us to assist you in assessing and monitoring your short-term insurance requirements and by acting as an intermediary between you and your insurer. We accept the appointment as your insurance broker as such on the terms and subject to the conditions of this agreement and any amendments agreed to in writing.

### 1. DEFINITIONS AND TERMINOLOGY

#### 1.1 Terminology

In these terms and conditions, the words “we/us/our” shall refer to us as Intermediary, whilst “you”, shall refer to you as “our client” or “you” as the context may require.

### 2. OUR SERVICE MODEL AND COMMITMENT TO YOU

#### 2.1 Our Conduct

We represent you, the client, and we will at all times act in accordance with our obligations in terms of the *FAIS Act*, which means that we will-

- act with that degree of reasonable and proper care, skill and diligence as the circumstances of each case require of us.
- conduct our business in good faith and with integrity; and
- act objectively when we consider the choice of insurers.

#### 2.2 Our Services

We are comprehensive Short Term insurance brokers, however we do not have the expertise to provide advice on every type of insurance policy available such as Life and Medical Insurance.

#### 2.3 Advice

We undertake to provide you with appropriate short-term insurance related advice based on the information and instructions provided to us by you and the limitations as outlined in 2.2 above. However, the accuracy of any such information provided to us or the insurer is your sole responsibility.

You acknowledge that we cannot be held responsible for:

- any loss that may be incurred by you or any other third party as a result of inaccurate information provided to us that is relevant to our circumstances, insurance needs and objectives;
- Financial loss as a result of any recommendation, guidance or proposal that is not acted upon or implemented by you;
- any recommendation, guidance or proposal that is implemented partially, or in whole, through any other intermediary or insurer.

## 2.4 Intermediary services

We will ensure that

- the placement of your insurance with the selected insurer takes place on time and that there will be no gap in cover should the insurance contract(s) be moved from one insurer to another;
- subject to us receiving your instructions timeously, we will ensure that all insurance contracts are renewed;
- all claims are properly processed by insurers.

## 2.5 Our Remuneration

Our remuneration comprises:

- commission from the insurer concerned as a result of placing your business with local and/or international insurers;
- Where applicable, a binder fee is paid by Insurers for certain administrative services which insurers have outsourced to Us; and
- an additional fee shown separately on your insurance documentation for the following specific services that we provide which are not catered for in the commission, such services being limited to:
  - Assisting with the formulation of claims
  - Negotiation of claims with insurers
  - Managing and advising on self-insurance
  - Handling premium payment queries
  - Providing risk management advice
  - Providing loss control advice
  - Alternative risk transfer and risk financing consulting
  - Managing uninsured losses
  - Managing aggregate deductibles
  - This fee may be waived by payment of annual premium upfront prior to inception of cover.

## 2.6 Confidentiality

Other than set out in this paragraph all information we receive from you will be kept confidential and not disclosed except in the normal course of business. The information may be disclosed if it is required by regulation or an order of court of competent jurisdiction, or is already in the public domain, or has been received from a third party who is not in breach of a confidentiality agreement in releasing the information to us

### 3. OUR OBLIGATIONS

#### 3.1 Disclosure of information concerning the intermediary, the insurer and other matters of importance

We hereby undertake to disclose all relevant and material information appropriate to your insurance requirements, which is aimed at enabling you to make well-informed decisions during the course of our professional relationship with you.

#### 3.2 Reacting to your instructions

All placement of insurance cover by us on your behalf will be implemented based on your specific instruction(s).

#### 3.3 Providing quotations

When providing a quotation for the placement of your business, we will make every endeavour to ensure its accuracy and that we can place it at the quoted price. In cases where we are requested to provide estimated costs of insurance cover without approaching the market, we will be unable to confirm the final premium until we have agreed the costings with insurers.

We will inform you of the premium required by insurers, the terms and conditions and the scope of coverage.

#### 3.4 Binding of Cover

Cover will be placed on your specific instruction and will only be in force once it has been accepted and confirmed by the insurer.

#### 3.5 Mid-term amendments

We will negotiate the covers and costs of changes required and will begin such negotiations as soon as possible after receiving instructions from you. Notice to us of changes required does not mean that cover is automatically in place; the changes to cover will be effective from the date they have been accepted by the insurer.

#### 3.6 Confirmation of cover

We will confirm that we have placed cover or effected your required changes within 7 working days. We will confirm in writing the scope of cover, explain specific terms and conditions which may apply and give you the names of the insurers with whom the insurance has been placed. This will usually be sent to you within 30 days of inception of cover which will consist of a policy document and/or cover note. The policy sets out the various terms, conditions, warranties and exclusions relating to the cover. In the event of a claim, it is the only document which can be used to determine whether or not a claim is payable.

Whilst we will endeavour to ensure that the Insurer has given proper effect to your requirements, it is important that you carefully read all confirmations of cover, policies and other documents to ensure they meet your requirements. If they do not, we should be informed immediately.

## 4. YOUR OBLIGATIONS

### 4.1 Authorised representative

You warrant to us that the Director or Officer or Partner or other employee that will represent you in your dealings with us is duly authorised to do so.

### 4.2 Duty of disclosure to Insurers and duty of good faith

An insurance contract imposes onerous duties upon prospective insured parties and their service providers, who are obliged to act with utmost good faith towards insurers and re-insurers at all times.

In particular, you are obliged to disclose to insurers, before the contract is concluded, any "material" circumstances which may in any way affect the risk and, in turn, the decision of the underwriter to insure the risk. The obligation of disclosure is not limited to material circumstances of which you are aware; it extends to those circumstances of which you ought to be aware in the ordinary course of your business.

In view of the aforementioned, you are responsible for ensuring that we have all material documents and facts which should be disclosed to insurers.

If there is any doubt as to whether or not a circumstance is material to the risk, we recommend that you inform/advise us of it in writing.

If there is any breach of duty to act in utmost good faith or failure to disclose any material circumstance to insurers, the insurers will be entitled to void the policy of insurance from inception. In effect, this means insurers are entitled to act as if the policy had never existed and to seek recovery of all claims already paid under that policy, although they would be obliged to repay the premium.

### 4.3 Applications and proposal forms

With certain classes of insurance, you may be required to complete a proposal form or questionnaire. We will provide any advice and assistance you may require, although we cannot complete or sign the form on your behalf.

In completing a proposal, claim form or other document relating to an insurance policy, the accuracy of all answers, statements and/or information is your sole responsibility.

### 4.4 Risk Information

You will be required on an on-going basis, to provide updated risk information with regard to the subject matter to be insured and claims information which will be used for the purposes of obtaining the insurance cover or renewal terms from insurers.

Should the subject matter of the insurance or the risk insured be altered in such a way as to increase the exposure to the insurer, the insurer can avoid the contract unless prior written notice has been provided to and accepted by the insurer.



#### 4.5 Payment of premium and fees

You are responsible for the payment of the premium to the insurer and/or fees to us or as directed on receipt of the invoice. In the event that settlement is required, other than on presentation of our invoice, we will advise you accordingly. It is not our policy to fund the payment of premium on behalf of our clients to insurers. Failure to pay your premium on or before the date contractually required could void your policies.

In the normal course of our operations, we may request other service providers to assist us to service and to place your business. The remuneration of such other service providers will form part of the agreed fees unless otherwise advised to you.

#### 4.6. Claims

Claims, losses or any circumstances which could give rise to a claim should be notified to us as soon as possible and certainly within any time limit specified in the policy. Any notification should include all material facts concerning the claim. Where circumstances so require we will advise you how to proceed with the quantification and settlement of your claim. We will keep you apprised of the progress of your claim and of any special circumstances relating thereto.

### 5. TERMINATION OF OUR APPOINTMENT

This agreement may be terminated by either you or us giving 30 days' notice in writing to the other.

I/We understand the content of this document and I/We hereby appoint you as my/our insurance intermediary on the basis of these terms and conditions as are confirmed by my/our signature(s) hereunder.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

For and on behalf of \_\_\_\_\_ Name of individual or Company or CC)

\_\_\_\_\_  
CLIENT SIGNATURE

\_\_\_\_\_  
WITNESS

For and on behalf of Robin Baird Wright Insurance Brokers.

\_\_\_\_\_  
Jeremy Wright  
Director

\_\_\_\_\_  
David Baird  
Director