TRIPARTITE AGENCY AGREEMENT

APPENDIX E2 OF GIARR 2027

General Insurance Association of Singapore
www.gia.org.sg

Contents

1 INTERPRETATION 3
2 APPOINTMENT 4
3 AUTHORISATION AND PROHIBITIONS 5
4 AGENCIES WITH OTHER PRINCIPALS 6
5 COMPLIANCE RESPONSIBILITIES 7
6 INSURANCE PROPOSALS OR APPLICATIONS 8
7 PREMIUM PAYMENT RULES 9
8 CREDIT TERMS FOR TRANSACTIONS EXEMPT FROM APPR 9
9 COMMISSION TO THE TSA AND PAYMENT TO THE PRINCIPAL AGENT 9
10 BOOKS OF ACCOUNTS AND OTHER RECORDS 10
11 FAITHFUL PERFORMANCE AND SUB-CONTRACTING 10
12 INDEMNITY 10
13 TERMINATION 11
14 CANCELLATION OF RISKS 12
15 VARIATION 12
16 CONFIDENTIALITY 12
17 COMMENCEMENT DATE 13
18 RIGHTS OF THIRD PARTIES 13
19 NOTICE 13
20 ARBITRATION AND GOVERNING LAW 14
21. CODE OF CONDUCT AND ETHICS 15
ANNEX 1 16
ANNEX 2 17
ANNEX 3 18
ANNEX 4 19
ANNEX 5 20

AN AGREEMENT made on the [•] day of [•] between and amongst:

(A) **[•]** registered in **[•]** and having an office at **[•]** (hereinafter called "**the Principal**"); and

(B) **(Name of TSA agent)** an Agent registered with the Agents' Registration Board and having an address at **(Address of TSA agent)** (hereinafter called "**the Trade Specific Agent**" or "**the TSA**"); and

(C) **(Name of agent)**, an Agent registered with the Agents' Registration Board and appointed by the Principal as the Principal Agent to the named TSA and having an address at **(Address of agent)** (hereinafter called "**the Principal Agent**").

IT IS HEREBY AGREED as follows:

1 INTERPRETATION

1.1 In this Agreement unless the context otherwise requires, the following words and expressions shall have the following meaning:

GIA	The General Insurance Association of Singapore
The Board	The Agents' Registration Board referred to in the Regulations
Books and Records	has the meaning ascribed to it in Clause 10.1 hereto
The Code of Practice	The Code of Practice for Agents set out in Appendix D of the Regulations
Customer Information	Any information provided by the Insured to the TSA, the Principal Agent or Principal as set out in Clause 16.1 hereto.
Fit and Proper Criteria	The Fit and Proper Criteria set out in Appendix A of the Regulations
Trade Specific Insurance Products	The specific class of General Insurance business referred to as set out in ANNEX 1 hereto

Insurance agent	has the meaning ascribed to it in section 1A of the Insurance Act (Cap 142)
Insurance broker	has the meaning ascribed to it in section 1A of the Insurance Act (Cap 142)
Insured	The policyholder under any insurance policy provided by the Principal.
The Regulations	The General Insurance Agents Registration Regulations (GIARR including the Appendices) approved by the Management Committee of GIA, as may be amended from time to time.
Trade Specific Agent ("TSA")	Refer to **Regulation 3.7** in the Regulations

1.2 References to persons shall include references to companies, unincorporated associations and other bodies of persons whether corporate or incorporate, to the singular shall include references to the plural, and to the masculine shall include references to the feminine and vice versa.

1.3 Words and expressions used in this Agreement shall have the same meaning as that defined in the Constitution of GIA or as defined in the Regulations, as the case may be.

1.4 The headings in this Agreement are included for convenience only and shall not affect the interpretation or construction of this Agreement.

2 APPOINTMENT

2.1 The Principal hereby appoints the TSA and the TSA hereby accepts the appointment, as the Principal's non-exclusive agent in Singapore to solicit and obtain business for the Principal, subject to the terms and conditions of this Agreement.

2.2 The parties hereto agree that the Principal shall be registered with the Board as the TSA's Primary or Secondary Principal.

2.3 The Principal hereby appoints and authorises the Principal Agent to provide the appropriate administrative support to the TSA.

2.4 The TSA agrees to conduct its business with the Principal through its Principal Agent.

2.5 The role of the Principal Agent shall be as set out in ANNEX 2, and includes (but is not limited to) the following primary responsibilities:

(a) provide to the TSA timely and accurate technical advice including insurance coverage, billing inquiries and such other insurance services relating strictly to the business in respect of which the TSA is registered with or licensed by the relevant government authority or licensing authority to carry on in Singapore.

(b) process and submit all insurance applications including renewals, policy changes and cancellations requests to the Principal.

(c) ensure that premiums received by the TSA are collected and remitted to the Principal within the agreed credit period for transactions exempt from APPR.

(d) ensure that premiums are duly refunded, if applicable, to the policyholder via the TSA upon agreement with the principal in the event of a cancellation of policy or policy changes. This applies to transactions exempt from APPR and;

(e) co-ordinate the submission of all claims with the Principal to their full completion.

2.6 The performance standards governing the services to be provided by the Principal Agent hereunder are set forth in ANNEX 3 hereto, and the performance standards may be amended from time to time by mutual agreement of the Principal and the Principal Agent. The Principal Agent agrees to monitor its performance of the services hereunder in accordance with the performance standards and to report any actual or suspected failure to comply with the same to the Principal.

3 AUTHORISATION AND PROHIBITIONS

3.1 The TSA is hereby authorised to:

(a) solicit, provide insurance advice and receive proposals and applications on behalf of the Principal in respect of the business;

(b) receive and deal with the premiums collected in the manner referred to in the section on Credit Agent under this Agreement. This applies to transactions exempt from APPR.

3.2 The TSA shall not (unless otherwise agreed by the Principal and the Principal Agent in writing):

(a) accept or make any proposal or offer, or renew, extend, vary or reinstate any contract on behalf of the Principal;

(b) cancel or avoid any proposal or offer accepted by the Principal or any contract made by the Principal;

(c) deal with, negotiate, admit or settle any claims on behalf of the Principal;

(d) complete or sign any claim form or document on behalf of any customer;

(e) incur any liability or debt on behalf of the Principal;

(f) delegate any of the TSA's functions and duties to any person except the TSA's Nominee Agents;

(g) assign or otherwise transfer any of the TSA's rights or obligations under this Agreement;

(h) do anything that may diminish or damage the Principal's business reputation or brand name;

(i) appoint any sub-agent or engage the services of any sub-agent to arrange business for the Principal; and

(j) institute or defend or take part in any dispute resolution, mediation, arbitration or legal proceedings in connection with any matter relating to the business of the Principal.

4 AGENCIES WITH OTHER PRINCIPALS

4.1 The TSA hereby warrants and represents to the Principal that the principals listed in ANNEX 4 are the other principals for whom the TSA is also acting as at the date of this Agreement.

4.2 The TSA shall inform the Principal immediately if:

(a) any of the agency agreements entered into by the TSA with any principal is terminated; or

(b) the TSA enters into any agency agreement with any principal other than the principal(s) listed in ANNEX 4.

4.3 The TSA shall not enter into any agency agreement subsequent to this Agreement that will conflict with the Principal's interest under this Agreement.

5 COMPLIANCE RESPONSIBILITIES

5.1 The TSA shall comply with and observe and shall procure all the TSA's Nominee Agents to comply with and observe the following:

(a) The Regulations;

(b) The Fit and Proper Criteria (Appendix A);

(c) General Insurance Agency Management Framework (Appendix B1) as may be amended by the Board from time to time;

(d) Trade Specific Agency Management Framework (Appendix B2) as may be amended by the Board from time to time, and as applicable to TSA and their Nominee Agents;

(e) GIA Guidelines on Continuing Professional Development (Appendix C) as may be determined by the Board from time to time;

(f) The operating guidelines as may be established by the Principal;

(g) Code of Practice for Agents (Appendix D);

(h) ARB Premium Payment Rules (APPR) (Appendix F);

(i) The Personal Data Protection Act ("PDPA");

(j) All relevant laws and regulations, including the mandatory requirements of the MAS Notice;

(k) Such industry best practices and guidelines on agency management as may be approved by the Board from time to time insofar as they are applicable to TSAs and their Nominee Agents; and

(l) The Premium Payment Framework.

5.2 The TSA shall provide all reasonable assistance and co-operation to the Principal to assist and enable the Principal to comply with and observe the Singapore General Insurance Code of Practice.

5.3 The Principal Agent further warrants and represents that:

(a) it is duly registered with the Board as a General Insurance Agent; and

(b) it does not carry on business as an insurance broker.

5.4 The Principal Agent represents warrants and undertakes to the Principal that all representations, warranties and undertakings herein contained will be fulfilled throughout and will be true and correct at all times during the term of this Agreement.

6 INSURANCE PROPOSALS OR APPLICATIONS

6.1 The TSA shall:

(a) use the Principal's current proposal forms when arranging business for the Principal;

(b) ensure that every proposal form is fully explained to, read, completed and understood by the customer before it is signed by the customer or the customer's authorised representative; and

(c) not sign any proposal form on behalf of any customer.

6.2 The TSA shall ensure that the complete set of insurance documents is presented to the customer.

7 PREMIUM PAYMENT RULES

(a) Except for exempted transactions under the ARB Premium Payment Rules (APPR) at Appendix F.

i. Agents must ensure that premiums of policies that they place are paid directly from the insured to their principal

ii. Any return or refund of premium payable by an Agent's Principal to an insured will be paid directly by the Agent's Principal to the insured

(b) For exempted transactions under APPR at Appendix F, agents must comply with the credit terms agreed with their principals in their respective agency agreements, or 90 days from the date of policy inception, whichever is earlier.

(c) For exempted transactions under APPR at Appendix F, any return or refund of premiums, fees or charges payable by an Agent's Principal to an insured can be paid to the Agent for the Agent to pay to the policyholder. Refunds to the policyholder must be made within 30 business days from the date of endorsement/cancellation under The Singapore General Insurance Code of Practice.

8 CREDIT TERMS FOR TRANSACTIONS EXEMPT FROM APPR

8.1 The TSA and Principal Agent shall comply with credit terms for transactions exempt from APPR:

[Principal to insert credit terms not longer than 90 days from the date of policy inception.]

9 COMMISSION TO THE TSA AND PAYMENT TO THE PRINCIPAL AGENT

9.1 The Principal shall pay to the TSA, via the Principal Agent, the full commission, if applicable, for the TSA's services relating to the business.

[This may be amended as necessary to reflect the commercial arrangements between the TSA and the Principal.]

9.2 The Principal shall pay to the Principal Agent, in consideration of the Principal Agent's duties under this Agreement, the sums set out in ANNEX 5 hereto.

[The terms of the Principal Agent's remuneration will be included as an Annex to the main agreement.]

10 BOOKS OF ACCOUNTS AND OTHER RECORDS

10.1 The TSA and the Principal Agent shall keep proper books of accounts and records, files, documents and correspondence relating to all dealings and transactions made, entered into or arranged by the TSA for the purpose of or in connection with the Principal's Insurance Business (the "Books and Records").

10.2 The TSA and the Principal Agent shall make available for the Principal's inspection and provide copies to the Principal upon reasonable request by the Principal, all the Books and Records, at the Principal Agent's expense.

10.3 The TSA and Principal Agent shall make available to representatives of the appropriate regulatory agencies, including the Monetary Authority of Singapore, all requested Books and Records and access to its operations and its operating procedures for the performance of an audit or inspection by any such regulatory authority, if required to do so by the said authority, and in each case at no additional charge to the Principal.

11 FAITHFUL PERFORMANCE AND SUB-CONTRACTING

11.1 The TSA shall at all times use the best efforts to promote the Principal's business and reputation and shall comply with the Principal's instructions on all matters connected with the agency relating to the business.

11.2 The Principal Agent may not, without the prior written consent of the Principal, directly or indirectly, in whole or in part, assign its rights or delegate or sub-contract any of its duties under this Agreement to any third party.

11.3 Notwithstanding the above, if the Principal Agent sub-contracts any of its obligations under this Agreement to a third party, such sub-contract shall not affect any of the provisions of this agreement or the obligations of the Principal Agent, who shall remain liable to the Principal for the performance of its obligations hereunder.

12 INDEMNITY

12.1 The TSA shall indemnify the Principal against any loss, damages or expenses incurred by the Principal as a result of any act or omission on the part of the TSA or its employees in relation to this Agreement or any breach thereof by the TSA or its employees.

12.2 The Principal Agent shall indemnify the Principal against any loss, damages or expenses incurred by the Principal as a result of any act or omission on the part of the Principal Agent or its employees in relation to this Agreement or any breach thereof by the Principal Agent or its employees.

13 TERMINATION

13.1 This Agreement may be terminated at any time by any party giving one month's prior written notice to the other parties hereto.

13.2 This Agreement may be terminated by the Principal without notice if any of the following events occur:

(a) if either the TSA or the Principal Agent commits a breach or fails to observe or perform any of the terms or provisions of this Agreement;

(b) if the TSA fails to comply with any of the Regulations, rules, requirements, guidelines or matters referred to in Clause 5 hereof or any order or requirement made by GIA or the Board;

(c) if the TSA's registration with the Board is cancelled or suspended or not renewed by the Board upon its expiry;

(d) if a bankruptcy petition has been filed in court against the TSA or the Principal Agent and is not withdrawn or dismissed or if a bankruptcy order is made against the TSA or the Principal Agent;

(e) where the TSA or the Principal Agent is a company, if a winding-up order, judicial management order or order for the appointment of a receiver is made by the court against the TSA or the Principal Agent (as the case may be);

(f) if the TSA or the Principal Agent enters into a compromise or a scheme of arrangement with creditors;

(g) if the TSA or the Principal Agent is the subject of an outstanding judgment debt which has not been satisfied within 7 days from the date of the judgment.

(h) If the TSA or the Principal Agent fails to comply with the credit terms in Paragraph 8.1 of this Agreement.

13.3 For the avoidance of doubt, the termination of this Agreement shall not affect the rights, obligations and liabilities of any party hereto in respect of any act or omission which occurred before the termination.

14 CANCELLATION OF RISKS

Upon request or instructions made by the Principal, the TSA shall cancel and surrender any outstanding policies or contracts of any description and refund to the Principal via the Principal Agent any unearned commissions relating thereto. This applies to transactions exempt from APPR.

15 VARIATION

The provisions of this Agreement shall not be varied, modified or amended except by written consent of all the parties in writing.

16 CONFIDENTIALITY

16.1 Each of the parties undertakes to the other that it will not disclose to any third party other than to its professional legal advisers or as required by law or as agreed between the parties in writing, any information provided by the Insured ("Customer Information"), any information relating to the business affairs of the other nor any of the terms and provisions of this Agreement.

16.2 Notwithstanding the above provisions, the Principal shall be entitled to provide GIA and the Board with all information relating to:

(a) this Agreement;

(b) the business affairs of the TSA; and

(c) the misconduct or default of the TSA including any investigative, disciplinary, termination or other action taken against the TSA.

16.3 Under its obligations to the GIA or the Board, the Principal shall be further entitled to input all information relating to Paragraph 16.2(c) above for the purpose of the information technology infrastructure platform that may be or is maintained by GIA or the Board.

16.4 The Principal Agent shall limit access to Customer Information to only those employees and representatives of the Principal Agent who have need of such access for the performance of any obligation of the Principal Agent hereunder and who are obligated to keep such Customer Information confidential. The Principal Agent undertakes that any Customer Information will be used by the Principal Agent and its employees and representatives strictly for the performance of its obligations hereunder.

16.5 The Principal Agent shall take all such steps as may be necessary to enable it to isolate and identity the Customer Information to protect the confidentiality of the Customer Information.

16.6 Notwithstanding the above provision at 16.1, the Principal shall be entitled to provide the TSA's other principals with all information relating to the misconduct or default of the TSA and/or TSA Nominee Agents including any investigative, disciplinary, termination or other action taken against the TSA and/or the TSA's Nominee Agents.

17 COMMENCEMENT DATE

This Agreement shall become effective as from the date hereof.

18 RIGHTS OF THIRD PARTIES

A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act to enforce any of the terms or provisions of this Agreement.

19 NOTICE

19.1 Any notice given pursuant to or in connection with this Agreement shall be in writing.

19.2 Any notice given by one party to the other party shall be sufficiently served if sent by:

(a) personal delivery;

(b) registered post;

(c) facsimile; or

(d) electronic mail

to the registered address or last known place of business of the other party or its facsimile number or the electronic mailing address of the Agent, as the case may be.

20 ARBITRATION AND GOVERNING LAW

20.1 All disputes and differences arising out of or in connection with this Agreement shall be settled by mediation between the parties failing which, shall be settled by arbitration in Singapore in accordance with the provisions of the Arbitration Act.

20.2 If the parties are unable or fail to agree on the choice of arbitrator, the arbitrator shall be appointed by the parties on the nomination to be made by the President for the time being of GIA.

20.3 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore.

21. CODE OF CONDUCT AND ETHICS

21.1 Under Section 1.3 Part II of the Promoting Ethical Culture and Conduct in Insurance Intermediaries (General) best practice paper published by the Insurance Culture And Conduct Steering Committee in January 2024, agency agreements can incorporate the core values of the principals (i.e. Code of Conduct or Code of Ethics). Principals can also minimally include certain standards of conduct in the following areas, if these have not been included in the Codes:

a) Anti-Corruption

b) Anti-Fraud

c) Prohibition against anti-competitive behaviour and actions

d) Anti-Money Laundering and Countering the Financing of Terrorism

e) Conflicts of Interest

f) Data Protection and Data Privacy

g) Insider Trading

ANNEX 1

TRADE SPECIFIC CLASS OF BUSINESS AS OFFERED BY THE PRINCIPAL

[Insert TSA class(es) of business offered by principal]

ANNEX 2

SCOPE OF SERVICES

[Insert Scope of Services]

ANNEX 3

PERFORMANCE STANDARDS

[Insert performance standards]

ANNEX 4

TRADE SPECIFIC AGENT'S PRINCIPALS

[Insert TSA's primary and secondary principals]

ANNEX 5

PAYMENT TO PRINCIPAL AGENT

[Insert details of principal's payment to principal agent]

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on the day and year first above written.

Execution by the Principal

Name of Principal:)

Name and designation of authorised person:)

)

Signature of authorised person:)

Name and designation of witness:)

)

Signature of witness:)

Execution by the TSA

Name of TSA:)

Name and designation of authorised person:)

)

Signature of authorised person:)

Name and designation of witness:)

)

Signature of witness:)

Execution by the Principal Agent

Name of Principal Agent:)

Name and designation of authorised person:)

)

Signature of authorised person:)

Name and designation of witness:)

)

Signature of witness:)