

GENERAL INSURANCE ASSOCIATION OF SINGAPORE



TRIPARTITE AGENCY AGREEMENT

APPENDIX E2 OF GIARR



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	9
7. CASH AGENT	9
8. CREDIT AGENT	10
9. COMMISSION TO THE TSA AND PAYMENT TO THE PRINCIPAL AGENT	11
10. BOOKS OF ACCOUNTS	11
11. FAITHFUL PERFORMANCE AND SUB-CONTRACTING	11
12. INDEMNITY	12
13. TERMINATION	12
14. CANCELLATION OF RISKS	13
15. VARIATION	13
16. CONFIDENTIALITY	13
17. COMMENCEMENT DATE	14
18. RIGHTS OF THIRD PARTIES	14
19. NOTICE	14
20. ARBITRATION AND GOVERNING LAW	15



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(iii) 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 authorizes 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
 - (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; 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 authorized 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.

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 If the TSA wishes to cease representation with the Principal and to represent another principal, the TSA shall obtain a letter of release from the Principal for submission to the Board before the TSA may represent the new principal, such letter of release not to be unreasonably withheld by the Principal.
- 4.4 If the TSA wishes to cease representation with the Principal as the Primary Principal, the TSA shall first obtain a letter of consent from another principal consenting to be registered as the TSA's new Primary Principal, for submission to the Board.
- 4.5 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 followings:-
 - (a) The Regulations;
 - (b) The Fit and Proper Criteria (**Appendix A**);
 - (c) The Agency Management Framework for Insurance Agent (**Appendix B1**) as may be amended by the Board from time to time;
 - (d) The Framework on Agency Management for Trade Specific Agents (**Appendix B2**) as may be amended by the Board from time to time, and as applicable to TSA and their Nominee Agents;
 - (e) The Continuing Professional Development Guidelines (**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) The Code of Practice (**Appendix D**);
 - (h) The Personal Data Protection Act 2012 ("PDPA"). The collection, use or disclosure of data as required or authorized in accordance to the PDPA;
 - (i) All relevant laws and regulations, including the mandatory



requirements of the MAS Notice;

- (j) 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
- (k) 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;
- (b) it does not carry on business as an insurance broker;
- (c) it (and its sole proprietor, where the Principal Agent is a sole proprietorship) has no interest (whether direct or indirect) in any company (whether as a shareholder, debenture holder or otherwise), carrying on business as an insurance broker;
- (d) none of its partners (where the Principal Agent is a partnership or limited liability partnership but excluding and partner who is not involved in the day-to-day operations of the partnership), members (where the Principal Agent is a society or co-operative society), directors, officers, employees, representatives or agents carry on business as an insurance broker or is a director, officer, employee, representative or agent of an insurance broker;
- (e) none of its members (where the Principal Agent is a society or co-operative society), directors, officers, employees, representatives or agents has any interest (whether direct or indirect) in any company (whether as a shareholder, debenture holder or otherwise), carrying 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 authorized 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. * CASH AGENT¹

7.1 The TSA appointed under this Agreement is classified and treated as a "Cash Agent".

7.2 As such, the TSA shall comply with and observe the following requirements set out in **Regulation 4** of the Regulations:-

- (a) All premiums received by the TSA must be handed by the TSA directly to the Principal Agent, who will hand it over to the Principal.
- (b) Any return or refund of premium payable by the Principal to an insured will be paid directly by the Principal to the insured.
- (c) All premiums received by the TSA must be paid by the TSA to the Principal Agent (who will pass such premiums to the Principal) without any deduction, claims or set-off whatsoever.
- (d) All premium cheques must be crossed and made payable only to the Principal Agent and be handed by the TSA to the Principal Agent promptly, who will then hand it over to the Principal.
- (e) All premium payments must be collected by the TSA within the

¹ This clause 7 may be amended as necessary to reflect the commercial arrangements between the TSA, the Principal and the Principal Agent.



premium payment warranty period or as otherwise stated in the policy.

- (f) The TSA must notify the Principal Agent within the period prescribed by the **Premium Payment Framework** as approved by the Management Committee of GIA, if any premium is not collected within the premium payment warranty period or as otherwise stated in the policy.
- (g) Notwithstanding the above arrangements or any arrangement made between a TSA and the Principal Agent, the TSA shall be responsible to the Principal Agent for the collection and payment of premium.

OR

8. * CREDIT AGENT²

- 8.1 The TSA appointed under this Agreement is classified and treated as a “Credit Agent”.
- 8.2 As a Credit Agent, the TSA shall enjoy a credit period of ____ days.
- 8.3 All premium payments must be collected by the TSA within the Premium Before Cover Warranty period as prescribed in the Premium Payment Framework or as otherwise stated in the policy.
- 8.4 The monies received by the TSA and remitted to the Principal Agent are deemed as monies due to the Principal. As such, the Principal Agent shall be accountable to the Principal for such collected premiums and shall, in any event, pay such premiums to the Principal within thirty days of receipt of the same from the TSA.
- 8.5 The TSA shall be accountable to the Principal Agent who is responsible to the Principal for those monies received by the TSA but not remitted to the Principal Agent.
- 8.6 The TSA must notify the Principal Agent if any premium is not collected within the Premium Before Cover Warranty period or as otherwise stated in the policy.

[* Delete paragraph 7 or paragraph 8 as appropriate]

² This clause 8 may be amended as necessary to reflect the commercial arrangements between the TSA, the Principal and the Principal Agent.



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.]³

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** hereto⁴.

10. BOOKS OF ACCOUNTS

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

³ This sub-clause 9.1 may be amended as necessary to reflect the commercial arrangements between the TSA and the Principal.

⁴ The terms of the Principal Agent’s remuneration will be included as an Annex to the main agreement.



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.

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.

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 identify the Customer Information to protect the confidentiality of the Customer Information.

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 (Cap. 53B) 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; or
- (c) facsimile

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



20. ARBITRATION AND GOVERNING LAW

- 20.1 Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore.
- 20.2 The tribunal shall consist of one arbitrator, to be agreed upon by the parties or, failing such agreement, shall be a person nominated on the application of either party by the President for the time being of the GIA.
- 20.3 This Agreement shall be governed by and construed in accordance with the laws of Singapore.



Trade Specific class of business as offered by the Principal



SCOPE OF SERVICES



PERFORMANCE STANDARDS

TRADE SPECIFIC AGENT'S PRINCIPALS

(Primary Principal)

(Secondary Principals)



PAYMENT TO PRINCIPAL AGENT

APPENDIX E2 - TRIPARTITE AGREEMENT



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 authorized person:)

)

Signature of authorized person:)

Name and designation of witness:)

)

Signature of witness:)

Execution by the TSA

Name of TSA:)

Name and designation of authorized person:)

)

Signature of authorized person:)

Name and designation of witness:)

)

Signature of witness:)

Execution by the Principal Agent

Name of Principal Agent:)

Name and designation of authorized person:)

)

Signature of authorized person:)

Name and designation of witness:)

)

Signature of witness:)