

BROKER AGENCY AGREEMENT

BETWEEN **Global Transport & Automotive Insurance Solutions Pty Ltd** (ABN 93 069 048 255 AFSL 240714) of Level 6, 55 Chandos Street St Leonards NSW 2065 ("**GT Insurance**", "we", "us", "our") as agent for Allianz Australia Insurance Ltd ABN 15 000 122 850 ("**Insurer**").

AND **Broker Name** (ABN Broker) AFSL Broker of Broker Address ("**Broker**", "you", "your").

This Agreement is made on the _____ day of _____ 20 .

AGREEMENT

Acceptance

1. All business will be transacted on an offer and acceptance basis, i.e. we are under no obligation to agree to insure a proposed risk, regardless of whether a quotation has been provided or interim cover has been granted in respect of that risk.

Commissions

2. We will pay you the Commission set out in the Schedule under Clause 1 or as otherwise agreed in writing. This Commission is calculated on Base Premium and is not payable on stamp duty, Fire Services Levy, GST or any other applicable charges.

Payment

3. We will invoice you for each cover bound but we are under no obligation to provide statements.
4. You will forward the full amount of premium and charges (less any Commission or brokerage payable and the GST applicable) to us within the period noted under Clause 3 of the attached Schedule.
5. If you have not collected premium within the period referred to in Clause 3 of the Schedule, you must notify us immediately.

6. Where a claim occurs under a contract of insurance and the premium has not been paid to us, you must collect the premium and pay the premium to us before we will authorise and pay the claim.

Interim Cover

7. We may issue interim contracts for up to the period listed in Clause 2 of the Schedule. Where we do so, you must forward the required documentation to us prior to the expiry of this period unless otherwise agreed in writing.

Short Term Premiums

8. Where your Client does not accept an offer to insure or an offer to renew a contract of insurance, we may charge a premium for the period during which we provided cover under any interim contract of insurance (“**Short Term Premium**”).
9. Where we are entitled to charge a Short Term Premium, the Short Term Premium will be calculated on a pro rata basis.

Hold Covered

10. Unless we advise you otherwise, when a contract of insurance expires we will provide interim cover on renewal terms invited until the earliest of the following times:
 - a) 30 days from expiry date subject to advice of cover required;
 - b) when the cover is effected by us under another contract of insurance;
 - c) when you cancel the interim cover;
 - d) when the cover is effected by you or your client with another insurance company; and
 - e) when the insurance is renewed.

FSG

11. You agree to advise your clients that our Financial Services Guide (FSG) is available to them by download from our website www.gtins.com.au

On Line Quoting

12. Access to our ‘On Line Quoting and Cover Note System’, if provided, is done so with the foreknowledge that all usernames and passwords are to be kept confidential. Failure to do so may result in access being removed.

Claims

13. As we are authorised to manage and settle claims on behalf of the Insurer, all claims must be notified to us, all documentation in connection with the claim must be forwarded to us and all negotiations must be conducted with us unless advised otherwise by us.

Our Contact with the Client

14. We will not initiate direct contact with the Client in relation to any contract of insurance arranged by you with us without your consent except in relation to cancellation of the contract of insurance or claims. This clause does not apply where you are in liquidation.

Dispute Resolution

15. The parties must attempt in good faith to resolve any dispute between them in connection with this agreement by negotiation.
16. If any dispute cannot be resolved by negotiations between the parties within 10 days or such further period as the parties agree is appropriate, then within the following 10 days, the parties must seek to agree on procedural rules and a timetable for resolving the dispute through mediation by a mediator agreed upon by the parties, or if the parties cannot agree, a mediator appointed by the Australian Commercial Disputes Centre or any body which replaces it.
17. A party may not commence Court proceedings or arbitration (other than an urgent interlocutory application) relating to any dispute arising from this agreement unless that party has complied with 15 & 16.

Termination

18. Either party may terminate this agreement by giving one month's written notice to the other party or it may be terminated by a party on immediate notice if an application to wind up the other party is made or an administrator, receiver, manager or the like is appointed.
19. Any insurance contracts arranged prior to the date of termination shall remain in force until their normal expiry date, subject to normal practice with respect to cancellation.
20. After termination, we shall not, unless specifically requested to do so by you, send any notices of expiry or offers of renewal direct to the Client in respect of any contract of insurance arranged with the Insurer through us, but shall instead send such notice to you.

Notices and Change of Address

21. Any notice, consent or other communication that any party may be required or may wish to give to any other party under this Agreement shall be in writing and may be given by:
 - a) being delivered by hand to the recipient party at its Address for Service;
 - b) being sent by facsimile transmission to the facsimile number of the recipient party;
 - c) being sent by email to the email address of the recipient party; or
 - d) being sent by pre-paid ordinary mail to the Address for Service of the recipient party,

and that notice shall be deemed to have been given:

- e) if delivered personally, on the date on which that notice was personally delivered;
- f) if sent by facsimile transmission, on the date on which the sending party's facsimile machine records that the facsimile has been dispatched to the facsimile number of the recipient;
- g) if sent by email on the date on which the sending party's system records that the email was successfully sent; or

- h) if sent by pre-paid ordinary mail within Australia, on the date being three (3) business days after the date of posting.
22. Each of the parties will give notice to the other of any change of address, telephone and facsimile numbers and the like as soon as practicable after such change.

Relevant Law

23. This agreement is governed by and construed in accordance with the laws of the State of New South Wales. The parties agree that the Courts of the State of New South Wales shall have jurisdiction to determine disputes arising out of this agreement.

Goods and Services Tax

24. Where one party makes a taxable supply to the other party pursuant to this agreement, the other party shall pay the first party an amount equal to the GST on that taxable supply.

Basis of Agreement

25. This Agreement supersedes any previous agreement between the parties and records the procedures and basis for transactions relating to contracts of insurance arranged on behalf of Clients by you with us.
26. Each party must comply with the Privacy Act 1988.
27. The utmost good faith will prevail in all dealings between the parties.

Anti-Corruption

28. The Parties shall not commit, authorize or permit any action in connection with the negotiation, conclusion or the performance of this Agreement which would cause the Parties and/or the Parties' affiliates to be in violation of any applicable anti-corruption or anti-bribery laws or regulations. This obligation applies in particular to illegitimate payments including facilitation payments to government officials, representatives of public authorities or their associates, families or close friends.
29. Each Party agrees that it will not either offer, or give, or agree to give, to any employee, representative or third party acting on behalf of the other Party or accept, or agree to accept from any employee, representative or third party acting on behalf of the other Party, any undue gift or benefit, be it monetary or other, with regard to the negotiation, conclusion or the performance of this Agreement.
30. Each Party shall promptly notify the other Party, if it becomes aware of or has specific suspicion of any corruption with regard to the negotiation, conclusion or the performance of this Agreement.
31. In case any undue gifts or benefits with regard to the negotiation, conclusion or the performance of this Agreement are made by the Broker in violation of the Anti-Corruption Model Clause as stated in this Agreement above, or if GT Insurance has reasonable cause to believe that such payments or gifts have been or are being made, GT Insurance may terminate this Agreement with immediate effect.

SCHEDULE ATTACHING TO AND FORMING PART OF BROKER AGENCY AGREEMENT

Clause 1 - Commissions

Class of Business	Commission Rate
Commercial Motor	10%
Commercial Bus	10%
Motor Fleet	10%
Bus Fleet	10%
Carriers Transit	15%
Public & Products Liability	15%
Business Pack	15%

Clause 2 - Interim Contracts of Insurance

Class of Business	Period
Commercial Motor	30 days from and including the date of inception of the contract of insurance.
Commercial Bus	30 days from and including the date of inception of the contract of insurance.
Motor Fleet	30 days from and including the date of inception of the contract of insurance.
Bus Fleet	30 days from and including the date of inception of the contract of insurance.
Carriers Transit	30 days from and including the date of inception of the contract of insurance.
Public & Products Liability	30 days from and including the date of inception of the contract of insurance.
Business Pack	30 days from and including the date of inception of the contract of insurance.

Clause 3 – Terms for Payment of Premiums to Us

Within 60 days of inception or renewal of the contract of insurance.

Signed on behalf of GT Insurance

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Signature

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Signature

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(Print Name)

.....
(Print Name)

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(Position)

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(Position)

Signed on behalf of Broker

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Signature

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Signature

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(Print Name)

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(Print Name)

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(Position)

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(Position)