

## 1.0 Definitions:

- 1.1 Company means Amicus Brokers Limited
- 1.2 Insurer means the provider of the insurance policy or product.
- 1.3 Client means the person or company obtaining advice on insurance products and services.
- 1.4 Premium is the charge of the policy.
- 1.5 Insurance Policy is the Insurance product provided to the client which combines the policy document, insurance schedule and application form.
- 1.6 Contract is the agreement by the client to pay the premium in exchange for advice from the Company and for the insurer to provide cover as set out in the Insurer Policy document.
- 1.7 Period means the dates the policy is applicable for.

## 2.0 Client Responsibilities:

- 2.1 The client must pay the Premium as set out.
- 2.2 The client must provide all relevant information to the Company.
- 2.3 The client must inform the Company of any material change during the period of this contract.
- 2.4 If the client fails to follow these responsibilities it may invalidate the policy.

## 3.0 Company Responsibilities:

- 3.1 The Company will provide insurance broking services with reasonable care, integrity and skill as defined by the Code of Conduct. All representations made (whether express or implied) and all other implied conditions, warranties, and terms as to the provision of the services are otherwise excluded to the extent permitted by law.
- 3.2 The Company will forward payments received to the Insurer as per the Insurance intermediaries Act 1994.
- 3.3 The Company and Insurer will keep all client information confidential and will use it for the sole purpose of which it was disclosed in line with the Privacy Act.
- 3.4 The Company may correspond with you by electronic communication which may not always be secure and may be read copied or interfered with in transit. We are not responsible for risks associated with electronic communication.
- 3.5 The Company will automatically renew all policies on the client's behalf unless the client advises the Company not to.

#### **4.0 Commissions and Fees:**

- 4.1 The Company will receive commission from Insurers.
- 4.2 We may alternatively or in addition charge a fee for our services.
- 4.3 Unless mandated by law, commissions and any fee earned on policies are deemed to be earned at the inception of the policy.

#### **5.0 Payment, Late Payment. Default of Payment and Consequences of Default of Payment:**

- 5.1 The method of payment will be made by direct credit, credit card or as arranged through Amicus Finance Limited (Premium Funding Company).
- 5.2 Payment in full of outstanding amounts shall be immediately due on receipt of our invoice.
- 5.3 If the payment remains outstanding further to the above, then your policy may be cancelled and be null and void. Any claim made to the Insurer could be invalid.
- 5.4 Credit Card payments are subject to a bank surcharge.

#### **6.0 Amicus Brokers Limited:**

- 6.1 The client has the option to pay premiums via a third-party provider, Amicus Finance Limited, subject to their terms and conditions.
- 6.2 Any invoices that are billed outside of the Premium funding arrangement are subject to be paid as stated above in Clause 5.2.

#### **7.0 Cancellation:**

- 7.1 The client is able to cancel policy(ies) with the Insurer at any time by providing written notice to the Company.
- 7.2 If the Company and/or Insurer are unable to continue to offer the policy and/or services to the client, we will provide written notice subject to the Insurer policy.
- 7.3 Commission earned and/or fees charged for the Company's services are considered to be earned at the time the insurance cover is placed and are not refundable in the event the cover is terminated early.
- 7.4 Any refunds created by the cancellation of a policy either by the client, Company or the Insurer will only be paid back to the client once any outstanding premiums have been applied.

#### **8.0 Claims:**

- 8.1 The Company is committed to achieving the best outcome for the client from every claim on policies arranged or renewed during the Company's appointment.  
The Company will:
  - 8.1.1 Assist the client with the preparation of claims.
  - 8.1.2 Act as the clients advocate in negotiations with insurers or their legal advisors.
  - 8.1.3 Provide the client with records and analysis of claims as required.
- 8.2 If the client terminates or cancels the Company's appointment, the Company will not continue to provide services in relation to any ongoing/notified claims or circumstances unless the Company has agreed to a separate claim servicing agreement.

*This disclosure information was prepared on: 23rd March 2023.*