

**INTERMEDIARIES AGREEMENT**

between

**MIRABILIS ENGINEERING UNDERWRITING MANAGERS (PROPRIETARY)  
LIMITED  
2006/018854/07**

(Herein referred to as "**the UMA**" and acting in its capacity as the duly authorised agent of the insurer)

and

**NAME OF BROKER**

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**REGISTRATION/IDENTIFICATION NUMBER**

(Herein referred to as "**the independent intermediary**")

## 1. **DEFINITIONS AND INTERPRETATIONS**

1.1 In this agreement, unless inconsistent with or otherwise indicated by the context –

1.1.1 “**The Act**” means The Short Term Insurance Act No. 53 of 1998 and all regulations published in accordance therewith;

1.1.2 “**the/this agreement**” means this agreement and any annexures and schedules thereto;

1.1.3 “**business day**” means any day other than a Saturday, Sunday or official South African public holiday;

1.1.4 “**the client**” means any person introduced to the UMA for the purpose of insurance;

1.1.5 “**the commencement date**” means (*the date the portfolio incepts*);

1.1.6 “**FAIS**” means The Financial Advisory and Intermediaries Services Act No. 37 of 2002 and all regulations published in accordance therewith;

1.1.7 “**the insured**” means a person or entity having taken out a policy with the UMA;

1.1.8 “**the insurer**” means Santam Limited, a company duly incorporated in accordance with the laws of the Republic of South Africa under registration number 1918/001680/06;



- 1.1.9                    “**the parties**” mean the UMA and/or the independent intermediary;
- 1.1.10                   “**the policy/policies**” means short-term insurance policies issued to the client in terms of this agreement;
- 1.1.11                   “**the strike date**” means the date on which the premium is drawn by the UMA.
- 1.2                    any reference to the singular includes the plural and vice versa;
- 1.3                    any reference to natural persons includes legal persons and vice versa;
- 1.4                    any reference to a gender includes the other genders.
- 1.5                    Where appropriate, meanings ascribed to defined words and expressions in 1.2 above, shall impose substantive obligations on the parties.
- 1.6                    The clause headings in this agreement have been inserted for convenience only and shall not be taken into account in its interpretation.
- 1.7                    Words and expressions defined in any sub-clause shall, for the purposes of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 1.8                    This agreement shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa, provided that in the event of a conflict between or inconsistency in the laws applicable in



the various provinces of the Republic of South Africa, the law as interpreted and applied in Gauteng will prevail.

## 2. **APPOINTMENT**

2.1 The UMA hereby appoints the independent intermediary, who accepts such appointment, to act as an independent intermediary, for the marketing and/or introduction of short-term insurance policies as underwritten by the insurer.

2.2 The appointment in 2.1 above is subject to the suspensive condition that the independent intermediary provides satisfactory proof to the UMA that:

2.2.1 it is licenced in terms of FAIS;

2.2.2 it has a valid and sufficient professional indemnity insurance policy;  
and

2.2.3 insofar as the independent intermediary has been mandated to collect premium on behalf of the UMA, a valid intermediary guarantee as required by the Act.



3. **TERM**

The term of the appointment in 2 shall, subject to 2.2, commence on the commencement date and shall endure unless otherwise terminated in terms of clause 11 of this agreement.

4. **AUTHORITIES AND OBLIGATIONS**

4.1 Save for as herein set forth the independent intermediary has no authority to represent or to bind the UMA or insurer in any capacity whatsoever.

4.2 The independent intermediary warrants that it is not restricted by any circumstance or law from exercising its authority to represent its' client, the insured, or from fulfilling any of its obligations in terms of this agreement.

4.3 The independent intermediary may not conclude an agreement of any nature whatsoever with a sub-agent in connection with the business of the UMA or the insurer and in terms of which that sub-agent purports to market policies for and on behalf of the UMA, collect premium or in any other way represent the UMA or insurer.

4.4 The UMA is mandated by the insurer in terms of Section 48 (2) of The Act. In the event that:

4.4.1 The UMA elects to terminate its mandate with the insurer and transfer any policies for any reason whatsoever, the UMA shall be obliged to inform the independent intermediary of the proposed changes in accordance with the provisions of FAIS and the notice requirements of the policies and shall not transfer any existing



policy issued in terms of this agreement without the prior written approval of the independent intermediary;

4.4.2 The insurer elects to withdraw, limit or reduce the authority granted to the UMA in terms of this agreement, the UMA shall as soon as reasonably possible notify the independent intermediary in writing of such change.

4.5 The independent intermediary shall, in the performance of its obligations in terms of this agreement, comply strictly with the provisions of the Act, FAIS, the Financial Intelligence Centre Act, 2001 and the Prevention of Organised Crime Act, 1998, as amended from time to time, and any regulations or rules published in accordance therewith.

## 5. **UNDERWRITING PROCEDURES**

5.1 The independent intermediary is not permitted to provide quotes to its clients on behalf of the UMA without first obtaining a written quote from the UMA.

5.2 Unless otherwise agreed, quotes provided by the UMA will be subject to the UMA's standard policy wordings, terms, conditions, exceptions and first amounts payable.

5.3 Quotes will be valid for a maximum period of 30 (thirty) days.

5.4 Premiums or rates quoted by the UMA will exclude SASRIA cover unless specifically stated in the quote.

5.5 The UMA shall:



5.5.1 perform such underwriting criteria and other administrative procedures agreed by it with the insurer prior to accepting or rejecting the insurance risk presented to it for consideration; and

5.5.2 on completion of the underwriting and administrative procedures inform the independent intermediary whether or not the risk has been accepted.

5.6 The independent intermediary shall –

5.6.1 ensure that all documentation required by the UMA to provide a quote and underwrite the proposed risk is duly and properly completed;

5.6.2 not make any representation whatsoever to the client that the completion of a closing or proposal form constitutes an acceptance of the risk by the UMA;

5.6.3 inform the client at all times as to the terms and conditions of the policy wording of the products of the UMA and the claims procedures existing in respect thereof;



5.6.4 ensure that all the necessary disclosures in terms FAIS are included in any documentation which it may distribute to its clients and shall ensure that all record-keeping in relation to the insurance policies is undertaken in accordance with the terms of FAIS;

5.6.5 at all times adhere to the procedures set out by the UMA from time to time.

5.7 In the event that any amendments are required to be made to information already submitted to the UMA, such amendments shall be in writing or where telephonically communicated to the UMA, be confirmed in writing.

## 6. **CLAIMS**

6.1 The UMA, at its own discretion, shall assess, investigate, negotiate, settle, pay, compromise or reject or deal with all claims that may arise out of the policies issued in terms of this agreement.

6.2 The independent intermediary has no authority whatsoever to accept any claim or intimation of a claim from the insured on behalf of the UMA.

6.3 Should the independent intermediary accept any claim form or intimation of a claim he does so as the agent of the insured in order solely to pass the claim on to the UMA on behalf of the insured. In addition, the independent intermediary has no right or authority to condone the late filing of claims.





6.4 The independent intermediary will not accept, or purport to accept any liability on behalf of the UMA in respect of any claim against the UMA or the insurer without the UMA's prior written consent.

6.5 The independent intermediary will provide all reasonable assistance to the UMA with regard to claims should the UMA request such assistance.

7. **REMUNERATION PAYABLE TO THE INDEPENDENT INTERMEDIARY**

7.1 The independent intermediary shall only be entitled to the payment of commissions in respect of premiums actually received by the UMA subject to the statutory limitations but not exceeding 12,5% in respect of motor and 20% in respect of non-motor business.

7.2 In the event that the independent intermediary charges or intends to charge additional fees or charges of any nature whatsoever to the insured, such fees and charges must be disclosed to the UMA and insurer at the time of entering into this agreement and at any time thereafter should such fees and charges be adjusted.

7.2 Commission payments are subject to review by the UMA from time to time.

7.3 In the event that the UMA has been obliged to refund premium to the insured, the independent intermediary shall be obliged to refund commissions received on such premiums and the UMA may offset such amounts in respect of any amount due to the independent intermediary.

7.4 Commissions are paid to the independent intermediary on the 15<sup>th</sup> business day of each month following the strike date. If the 15<sup>th</sup> day is not



a business day, then the payments shall be made on the following business day.

8. **CONFIDENTIALITY**

The UMA undertakes that it shall protect the confidentiality and privacy of the information submitted to it by the independent intermediary and shall not disclose such information to any third party or make use thereof for the furtherance of its own business.

9. **CESSION**

The independent intermediary undertakes not to cede, assign, delegate or make over any of its rights or obligations in terms of this agreement to third parties without prior written consent from the UMA. It is further agreed that this undertaking is reasonable and necessary to protect the interest of the UMA.

10. **CANCELLATION**

10.1 This agreement may be cancelled by either party giving 60 days written notification thereof to the other party.

10.2 Cancellation shall only be effected on notification of such cancellation to all policyholders holding policies which are current and in force with the UMA through the independent intermediary and where the UMA is satisfied that all reasonable steps have been taken to advise policyholders of such termination.



11. **NOTICES AND DOMICILIUM**

11.1 The parties choose as their domicilia citandi et executandi their respective addresses set out in this clause for all purposes arising out of or in connection with this agreement at which addresses all processes and notices arising out of or in connection with this agreement, its breach or termination may validly be served upon or delivered to the parties.

11.1.1 For purposes of this agreement the parties' respective addresses shall be -

11.1.1.1 as regards the UMA at 2<sup>nd</sup> Floor, Cradock Place, 5 Cradock Avenue, Rosebank, Johannesburg;  
facsimile number 011 880 6857;

11.1.1.2 as regards the independent intermediary at \_\_\_\_\_  
\_\_\_\_\_

facsimile number \_\_\_\_\_

or at such other address in South Africa, not being a post office box or poste restante, of which the party concerned may notify the others in writing.



11.2 Any notice given in terms of this agreement shall be in writing and shall -

11.2.1 be delivered by hand or transmitted by facsimile;

11.2.2 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery;

11.2.3 if transmitted by facsimile be deemed to have been received by the addressee 1 (one) day after despatch.

11.3 Notwithstanding anything to the contrary contained in this agreement, a written notice or communication actually received by one of the parties from another shall be adequate written notice or communication to such party.

11.4 The independent intermediary chooses as their banker to which all monies in terms hereof should be deposited to be-

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

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

Account number : \_\_\_\_\_

Type of account : \_\_\_\_\_

Account name : \_\_\_\_\_



12. **WHOLE AGREEMENT**

This agreement constitutes the whole agreement between the parties as to the subject-matter hereof and no agreements, representations or warranties between the parties other than those set out herein are binding on the parties.

13. **VARIATION**

No addition to or variation, consensual cancellation or novation of this agreement and no waiver of any right arising from this agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the parties or their duly authorised representatives.

14. **RELAXATION**

No latitude, extension of time or other indulgence which may be given or allowed by any party to any other party in respect of the performance of any obligation hereunder or the enforcement of any right arising from this agreement and no single or partial exercise of any right by any party shall under any circumstances be construed to be an implied consent by such party or operate as a waiver or a novation of, or otherwise affect any of that party's rights in terms of or arising from this agreement or estop such party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.



CAB001  
230306c

SIGNED at \_\_\_\_\_ on \_\_\_\_\_

Witnesses :

1. \_\_\_\_\_ For: **MIRABILISENGINEERING UNDWERWRITING  
MANAGERS (PROPRIETARY) LIMITED**

2. \_\_\_\_\_  
Duly authorised: \_\_\_\_\_

SIGNED at \_\_\_\_\_ on \_\_\_\_\_

Witnesses :

1. \_\_\_\_\_ For: \_\_\_\_\_

2. \_\_\_\_\_  
Duly Authorised: \_\_\_\_\_

