

**Anika Insurance Brokers Sdn Bhd**

**(196801000689)**

**General Terms of Business Agreement (TOB)**

**Date :**

1. **Introduction**
2. Anika Insurance Brokers Sdn Bhd is a member of the Malaysian Insurance and Takaful Brokers Association (MITBA). We are regulated by Bank Negara Malaysia (BNM) and are required to follow the rules, regulations and guidelines issued by BNM and MITBA as well as the Financial Services Act 2013 and Islamic Financial Services Act 2013 for all our insurance business activities.
3. We are a leading independent intermediary and risk management consultant and offer transactional and advisory services for your insurance requirements. We advise on all types of general insurance products and we are not tied to any one specific insurer.
4. In the absence of an agreement to the contrary, this document sets out the terms of our relationship with you (our 'client') for our provision of insurance broking services to you. Where there is a specific agreement entered into between us as regards to our appointment as your broker and consultant, this General Terms of Business Agreement (TOB) shall, where appropriate and applicable, be supplemental to such specific agreement. Where there is any conflict between this TOB and such specific agreement, the provisions of such specific agreement shall prevail.
5. In this document “we”, “us”, “our” and “Anika” means Anika Insurance Brokers Sdn Bhd. Anika is the Broker of Record. “Parties” means Anika and <Client’s Name>.
6. **Our Services**

As a Broker of Record

1. We are committed to acting in your best interests at all times in providing services to you.
2. We particularly draw your attention to the following sections in this TOB:
	1. Your Responsibilities;
	2. Our Remuneration;
	3. Conflicts of Interest; and
	4. Complaints.
3. **Negotiation and Placing**
4. We will discuss with you or your representatives your insurance requirements, including the scope of cover, the limits to be sought and cost. Upon receipt of your instructions, whether written or oral, we will reasonably endeavor to satisfy your insurance requirements.
5. During the course of the placement of your insurance, we will reasonably endeavor to keep you informed of the progress of our negotiations and identify any inability to obtain the coverage sought by you.
6. We will use reasonable endeavors to implement your insurance programme, subject to available insurers, before the intended date of inception, renewal or extension of cover (whichever is appropriate).
7. We will provide you with information about the (re)insurance cover to be recommended to you, to enable you to decide whether to accept the insurance cover available. As your insurance intermediary, we will answer any question you may have on the proposed cover, its benefits, placement structure, restrictions, exclusions and conditions.
8. **Market Security**
9. As we are approved to act only as an insurance broker, we cannot act as an insurer nor can we guarantee or otherwise warrant the solvency of any insurer or market used for your requirements. However, if you have any concerns regarding any insurer(s) chosen for your insurance requirement, inform us as soon as possible and we will discuss the same with you.
10. **Servicing and Claims**
11. As part of our services, we will send you documentation confirming the basis of the cover secured on your behalf, including details of the insurers, with a debit note or premium billing, where applicable, showing separately all the amounts payable and the dates that the money is due.
12. We will also inform you of those insurance policies which are subjected to “Cash Before Cover”, “60 Days Premium Warranty” or other similar Premium Warranty. It is essential that such premium is paid to the insurer within the prescribed period. Failure to do so will result in automatic cancellation of the insurance policy(ies) by the insurer.
13. We will forward any policy documents, if applicable, and any amendments or endorsements to you as soon as reasonably practicable.
14. Except where we agree with you to the contrary, or where market practice determines otherwise, we will provide our claims handling services during the policy period for the policies placed by us. These services can be continued beyond our appointment by mutual agreement. Our claims handling services include, upon receiving the required information from you: the notification of the claim or circumstances to insurers; representing you in the resolution of the claim; and arranging the collection and/or settlement of the claim in accordance with market practice and your policy terms and conditions. Where claims are to be dealt by you with the insurers directly, we will provide advice and support as requested. We may use third party claims handling services; in which event we shall inform you prior to the inception of the insurance contract.
15. Further, our claims handling services will cease when we are satisfied that you have instructed another entity to assume the claims servicing obligations for your insurance policy(ies). Where we collect claims payments, these will be remitted to you as soon as reasonably possible. However, we are not obligated to, and will not, remit claims monies to you prior to us receiving the same from the insurers.
16. **Additional Services**
17. Upon your request, and subject to us determining your request as being appropriate and practicable, we may agree to provide you with additional services outside the scope of services agreed between parties. Such additional services may be subject to the agreement of additional remuneration.
18. We do not offer advice in relation to tax, accounting, regulatory or legal matters (including sanctions) and you bear full responsibility to take such advice separately.
19. **Electronic Communications**
20. We may communicate by electronic mail with you and with other parties with whom we are so required to communicate in order to provide services to you. The said communications may include attaching further electronic data where necessary and/or appropriate. By engaging in this method of communication parties accept the inherent risks (including the security risks of interception of, or unauthorised access to, such communications, the risks of corruption of such communications, and the risks of viruses or such other harmful software/program). You will be responsible to check all electronic communications sent to you for viruses or such other harmful software/program. You will also be responsible for checking that messages received are complete. In the event of a dispute, neither of us will challenge the legal evidential standing of an electronic document and Anika;s broking system shall be deemed the definitive record of electronic communications and documentation.
21. You should also be aware that Anika’s systems’ security devices may block certain file extensions. Emails attaching such files will not get through to us and no message will be sent to tell you that they have been blocked. It is your onus to check with us in the event your messages are not replied.
22. **Sanctions (United Nations / US / European Sanctions)**
23. The sanctions profile of different business(es) may differ on the basis of a number of complex factors, including business activity, type of good or product, nationality, ownership, control and the geographical location(s) of the parties involved. In regard to the applicability of sanction regimes, we are in all circumstances unable to give you legal or regulatory advice, nor can we guarantee or otherwise warrant the position of any insurer under existing or future sanction regimes. As a consequence, it is your responsibility to seek legal advice in the event the issue of sanctions arises. In any event, you should promptly inform us of any insurance requirements you have which may concern or involve sanctioned territories.
24. The applicability of Export Control legislation to certain transactions may differ on the basis of a number of complex factors. Our obligations may be different from yours depending on the nature of the insurance, structure of the product, place of incorporation of the insured, or geographical cover provided. The nature of risks insured may also have a bearing on our position and the position of other parties within the market. Where we are required to make license applications or notifications or undertake any other activity as a matter of law, Anika will comply with the applicable laws.
25. We will comply with all applicable sanction regimes and legislation (whether currently existing or implemented in the future). Where required by applicable sanction legislations, we may have to take certain actions which include but are not be limited to:

* 1. freezing the account concerned;
	2. refusing to handle or administer a claim which would benefit (directly or indirectly) a sanctioned entity or person, subject to Anika successfully obtaining the relevant exemption or licence; and
	3. refusing to administer the renewal of an existing insurance contract which would benefit (directly or indirectly) a sanctioned entity of person, subject to Anika successfully obtaining the relevant exemption or license.
1. We cannot be held responsible for the actions of third parties (including but not limited to banks and exchange institutions) who may have their own sanction policy restrictions and constraints.
2. **Your Responsibilities**

Financial Services Act 2013

1. We wish to draw your attention to the Financial Services Act 2013 in particular Section 127 which requires you to insure your general insurances, as may be prescribed by Bank Negara Malaysia, with a licensed general insurer in Malaysia.
2. **Proposal Forms**
3. For certain classes of insurance, you may be required to complete a proposal form, questionnaire or similar document. We will provide guidance where appropriate and reasonable to do so, but we will not be able to complete the document for you.
4. **Disclosure of Information**
5. Our objective is to obtain the best product we can identify in order to meet your insurance needs. In order to make our business relationship work, you must provide complete and accurate information and instructions in a timely manner. Please bear in mind that insurers are not always obliged to make enquiries of you. In fact, you are at all times under a duty to make full disclosure of all material facts, a duty to act in utmost good faith, and a duty to provide full and frank answers to any and all request for information made by the insurers. Failure to make full disclosure of material facts may allow insurers to avoid liability for a particular claim or to void the contract. Where applicable, this duty of disclosure applies equally at the renewal of contracts and on taking out new insurance contracts. We will not be responsible for any consequence which may arise from: a failure of any of your said duties; any delayed, inaccurate or incomplete information; or any misrepresentation made by you (or your employees or their dependents) to us and/or the insurer.
6. Further, all information material to the coverage requirements or which may influence the insurer(s) in deciding whether to accept your business, finalise the terms to apply and/or the cost of cover must be disclosed.
7. Please discuss with us if you have any doubts as to whether certain information are material, or have any concerns that we may not have been provided the material information, or have any doubt about the applicable duty of disclosure.
8. **Your Policy**
9. You are responsible for reviewing the evidence of insurance cover to confirm that it accurately reflects the cover, conditions, limits and other terms that you require. Particular attention should be paid to any policy conditions and warranties, as failure to comply may invalidate your coverage and the claims notification provisions. If there are any discrepancies, you should consult us immediately.
10. Further, you should review the relevant insurance premium payment terms. All premium payment terms must be complied with within the prescribed time, fialing which the insurer(s) may, among other actions,issue a notice of cancellation for non-payment of premium. We shall also advise you of any charges which are additional to the insurance premium.
11. We will forward any policy documents, if applicable, and any amendments or endorsements to you as soon as reasonably practicable.
12. **Claims**
13. You are responsible for promptly notifying claims or potential circumstances that may give rise to a claim in accordance with your insurance contract. To ensure full protection under your policy or similar documentation, you should familiarise yourself with the coverage conditions or other procedures immediately relating to claims and to the notification of those claims. Failure to adhere to the notification requirements, in particular the prescribed time periods, set out in the policy or other coverage document may entitle insurers to deny your claim. In presenting a claim, it is your responsibility to disclose all facts which are material to the claim. Claims may be made against certain policies long after they have expired. It is important therefore, that you keep your policy documents in a secure place even after they expire.
14. It is generally the case that claims may become unenforceable by way of legal proceedings (or in some jurisdictions, completely extinguished) if they are not pursued by legal proceedings commenced within the relevant limitation period applying to your claim in the jurisdiction in question. It is your responsibility to monitor the position on limitation periods applying to your claims and to commence legal proceedings in relation to your claims within the applicable time limits. It is also your responsibility to enter into "standstill" or "tolling" agreements in order to suspend the application relevant limitation periods, where this is desirable.

1. Anika will not commence legal proceedings or enter into standstill/tolling agreements on your behalf, nor will Anika render any advice to you in relation to the sme. At all times, you are to seek your own legal advice.
2. **Change in Circumstances**
3. You will advise us as soon as reasonably practicable of any changes in your circumstances that may affect the services to be provided by us or the cover provided under your insurance policy.
4. **Provision of Information**
5. All activities undertaken by us as outlined in this document are provided by us for your exclusive use. All data, recommendations, proposals, reports and other information provided by us in connection with our services are for your sole use and benefit.
6. You agree not to permit access by any third party to this information without our express written permission. We reserve our right to take action to protect proprietary information.
7. [No third](https://www.lawinsider.com/clause/no-third-party-reliance) party is entitled to rely on any of the representations, warranties, or information provided by Anika to you. Anika will not be liable to any loss, damage, or expense suffered or incurred by any such third party.
8. **Payment of Premium**
9. You will provide settlement with cleared funds of all monies due in accordance with the payment date(s) specified in our debit note or other relevant payment documentation ("Payment Date"). Failure to meet the Payment Date may lead to (re)insurers cancelling your policy(ies) particularly where payment is a condition or warranty of a contract. We are under no obligation to make any payment to insurer(s) on your behalf.
10. You are also reminded of the 60 Days Premium Warranty provision applicable to policies which will automatically lapse if premiums are not paid within the prescribed period. There is also the “Cash Before Cover” regulation in respect to motor insurance premium.
11. Any shortfall between the amount of outstanding payment and the amount of Payment received by Anika on the Payment Date shall constitute an outstanding amount to be carried forward to be next payment date and late payment charges may be imposed on the same.
12. **Our Remuneration**
13. Our remuneration for the services we provide you will be either brokerage, which is a percentage of the insurance premium paid by you and allowed to be paid to us by the insurer with whom your insurance contract is placed, or a fee as agreed with you. If appropriate, and with your consent, we may receive a fee and brokerage.
14. Brokerage and fees are earned for the period of the contract and we will be entitled to retain all fees and brokerage in respect of the full period of the contract in relation to contracts placed by us.
15. It may, at times, be appropriate (and to your benefit) for us to use other parties such as wholesale brokers, introducers or insurance intermediaries. These parties may also earn and retain commissions for their role in providing products and services to you or in recognition of services they provide to us in relation to your business. Where a percentage of our remuneration is shared with such a third party, we confirm that the overall remuneration has not been increased to allow for any such sharing. The brokerage/fees earned shall always be in accordance with Bank Negara Malaysia’s guidelines.
16. Kindly note that our brokerage is governed by Bank Negara Guidelines in respect of the maximum brokerage/ commission allowed on each class of insurance. Should you require further details, please write to our Managing Director/Chief Executive Officer.
17. **Limit of Liability**
18. Anika’s aggregate liability for breach of contract, negligence, breach of statutory duty or other claim arising out of or in connection with this TOB or the services provided hereunder shall be limited as follows:
	1. in respect of personal injury or death caused by Anika’s negligence, the limit applicable is as provided under the laws of Malaysia;
	2. in respect of any fraudulent acts (including theft or conversion) or willful default by Anika; the limit applicable is as provided under the laws of Malaysia;
	3. in respect of other claims, the total aggregate liability of Anika shall be limited to the sum equal to the fees and/or brokerage earned from the insurances Anika arranged for you;
	4. subject to clauses 47.1 and 47.2 above, in respect of the following losses: loss of revenue; loss of opportunity; loss of reputation; loss of profits; loss of anticipated savings; increased costs of doing business; or any other indirect or consequential loss, Anika will have no liability in any circumstances.
	5. Your instruction and/or direction to bind coverage, and/or your payment related to your insurance placement will be deemed to be your agreement to be bound by the provisions of this TOB.
19. **Client Money**
20. We will treat any balances held by us for you in accordance with our practices. This means that client money will be held separately from our own money.
21. We do not make any advance payments to underwriters on your behalf until we receive the relevant payments from you, nor will we pay claim or other monies due to you before the relevant payments have been received from the underwriters (or other relevant third party).
22. **Data Protection and Confidentiality**
23. We will at all times treat all confidential information we hold about you (including any information that constitute ‘personal data’, ‘personal information’, or other like class of information that is subject to “Data Protection Laws” that specifically regulate the handling of such information) as private and confidential and protect it in the same way we would protect our own confidential information.
24. We will not disclose any confidential information we hold about you to others without your prior consent except: (i) to the extent we are required to do so by law or a regulator; (ii) to insurers, surveyors, loss adjustors, and other like persons to the extent necessary to provide our services to you in a timely manner; (iii) to loss assessors, lawyers, and other like persons to the extent necessary to enable such third party to provide information or services you have requested; and (iv) to other companies within Anika to the extent necessary to provide our services to you or to ensure the effective management, administration, and operation of Anika’s business. You agree that we may use any information you provide to us to create anonymized industry or sector-wide statistics which may be shared with third parties, on the condition that unless we have obtained your consent, information specific to you will not be revealed other than on an anonymized basis and as part of an industry or sector-wide comparison.
25. Where you provide us with any information which constitutes ‘personal data’, ‘personal information’, or other like class of information, we will treat such information at all times in accordance with the applicable Data Protection Laws (if any), and you agree that we and other companies within the Anika group of companies may hold and process such information: (i) in order to provide our services to you; (ii) to facilitate the effective management, administration, or operation of Anika’s business; and (iii) in any country – including countries outside which may not have comparable data protection laws – for the foregoing purposes.
26. You agree that you will not provide any information which constitutes ‘personal data’, ‘personal information’, or other like information regulated under Data Protection Laws to us unless you have ensured that you have obtained all necessary consent and provided any required notices, or that you are otherwise permitted under the applicable Data Protection Laws to provide such information to us, so that such information you provide to us can be lawfully used or disclosed by us and other members of the Anika group of companies in the manner and for the purposes anticipated by this TOB. You will also ensure that any such information provided to us is relevant for such purposes, and is reliable for its intended use, accurate, complete and current.
27. Under the applicable Data Protection Laws (if any), you (or your employees or other persons who benefit from services we provide) may have a right of access to some or all of the information we hold about you, or to have inaccurate information corrected. If you (or any relevant individual) wish to exercise such rights, please contact us in writing.
28. In certain jurisdictions, we may operate a paperless office system and/or hold documents on your behalf only in electronic or digitised format. In these circumstances, we may operate a policy of destroying any hard copy documents that come into our possession for the purposes of providing our services to you. Where this is the case, you recognise that we may only ever be able to provide to you electronic or digitised versions of any documents that we hold on your behalf. You accept that to the extent that you wish us to destroy or expunge from our systems any electronic or digitised versions of documents held on your behalf, we will not be able to destroy such documents that have become incorporated onto our hard drives or any other system onto which data is stored only for the purposes of disaster recovery.
29. Each Party shall at all material times, treat each and every piece of material and information in relation to the services provided by us to you, including this TOB, as confidential. The Parties shall not disclose such confidential information to a third party without prior written consent of the other Party. The confidentiality obligations set out herein shall not apply to the use and/or disclosure of information in accordance with the order of a Court or for the purposes of compliance with applicable laws of Malaysia.
30. **Ethical Business Practice**
31. We do not tolerate unethical and/or criminal behavior either in our own activities or in those with whom we seek to do business. We will comply with all applicable laws, rules, regulations, and accounting standards.
32. **Conflict of Interest**
33. The insurance market is complex and there could be other relationships not described here which might create conflicts of interest. Whatever the circumstances, we will act in your best interests; and, if a conflict arises for which there is no practicable solution, we reserve the right to withdraw from this engagement unless you wish for us to continue acting for you, and you provide us with your written consent to that effect.
34. **Complaints**
35. Should you have any cause for complaint about our services please raise the matter in the first instance with the person who handles your account. Alternatively, you may contact our Managing Director/Chief Executive Officer. We will acknowledge your complaint as soon as practicable and will advise you of the person dealing with it. However, should you not receive any acknowledgement within seven days from the date of complaint, you may contact our Managing Director/Chief Executive Officer. Please note that should you not be happy with the response to your complaint you have the right to take your complaint to our regulator, Bank Negara Malaysia.
36. **Termination**
37. This Agreement shall become effective on the date of its signature and shall continue in full force thereafter until terminated by either Party by giving not less than thirty calendar days written notice of termination to the other Party.
38. In the event our services are terminated by you, we will be entitled to receive any and all fees or brokerage payable (whether or not the same have been received by us) in relation to policies placed by us.
39. **Amendments**
40. You agree that we have a right to amend this document by sending you either a notice of amendment in writing or a revised TOB . Any amendment will apply in respect of any service transaction entered into by us after notice of the amendment is given, and may take effect either immediately or at such later date as the notice may specify. We will however give you at least ten business days’ notice of any change.
41. **Anti-Money Laundering**
42. To comply with applicable anti-money laundering regulations, there may be times when we are required to ask clients to confirm (or reconfirm) their identity. We may need to do this at the time you become a client or have been one for some time or for example, when checking details on proposal forms and transferring claims payments. This information may be shared with other companies within the Anika group of companies and where we deem necessary with regulatory or law enforcement bodies. Please note that we are prohibited from disclosing to you any report we may make based on knowledge or suspicion of money laundering, including the fact that such a report has been made.
43. We have systems that protect our clients and ourselves against fraud and other crime and we may utilise the services of third parties in order to identify and verify clients.
44. Client information can be used to prevent crime and trace those responsible. We may check your details against financial crime databanks. If false or inaccurate information is provided, we may be obliged to pass such details to regulatory agencies that may use this information.
45. In the event where further information is required for the purpose of investigations, you shall, upon request from Anika, immediately provide such relevant information to Anika.
46. **Third Party Rights**
47. Unless otherwise agreed between Parties us in writing, and to the extent permitted by applicable laws of Malaysia, no term of this TOB is enforceable by a third party, except by members of the Anika group of companies.

1. **Notices**
2. Any notice and/or other communication required to be given under this TOB must be made in writing to Anika and is only effective upon Anika acknowledging the same.
3. **Governing Law**
4. This TOB, including but not limited to its construction, validity and performance will be governed by and construed in accordance with the laws of Malaysia.
5. Any dispute or claim arising out of or in relation to this TOB shall be subject to the exclusive jurisdiction of the Malaysian Courts.