**Date:**

**Insured’s Address:**

**STATEMENT OF WORK (SOW): BENEFITS BROKERAGE SERVICES**

**(CLIENT NAME: …………………………………………………………………)**

Dear Sir,

1. This Statement of Work effective ……………….. sets out the scope and terms of engagement of Anika Insurance Brokers Sdn. Bhd (“Anika”) by <Client’s Name> (“<Client Name>”, “Client” or “you”) in respect of local insurance advisory and brokerage services in Malaysia (“Engagement”).
2. **Scope of Services**
3. Anika will provide the services described in Appendix 1 of this Statement of Work. <Name of Account Manager> will serve as the leader for the services provided by Anika to you pursuant to this engagement (“Services”), and will be responsible for the overall success of the same. <Name of Account Manager> will serve as the project manager and the day-to-day contact for all aspects of the Services. Other Anika personnel may assist with the Services as and when reasonably required.
4. **Terms and Conditions of Engagement**
5. The terms and conditions of Anika’s Engagement by <Client’s Name> are as set out in this Statement of Work and the General Terms of Business Agreement. In the event of any conflict between the terms of this Statement of Work and those in the General Terms of Business Agreement, the terms in this Statement of Work shall prevail.
6. This Statement of Work and the General Terms of Business Agreement contain all terms of this Engagement and no additional oral representations have been relied upon.
7. The construction, validity and performance of this Statement of Work and the General Terms of Business Agreement shall be governed by the laws of Malaysia. Any dispute arising out of or in relation to this Engagement shall be subject to the exclusive jurisdiction of the Malaysian Courts.
8. **Other Services**
9. In the event you request Anika to carry out services beyond the scope stated in Appendix 1 of this Statement of Work, Anika reserves its right to issue a separate Statement of Work for the same.
10. **Severability**
11. Any term of this Statement of Work and the General Terms of Business Agreement found to be unlawful, void or unenforceable shall be deemed deleted from this Statement of Work and the General Terms of Business Agreement, and the same shall otherwise remain in force.
12. **Force Majeure**
13. [In no](https://www.lawinsider.com/clause/force-majeure) event shall Anika be responsible or liable for any failure or delay in the performance of its obligations under this Engagement arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, epidemics, pandemics, nuclear or natural catastrophes or acts of God; it being understood that Anika shall use reasonable efforts which are consistent with accepted practices in the insurance brokerage industry to resume performance as soon as practicable under the circumstances.
14. **Invoicing and payment**
15. Anika will issue all invoices pertaining to this Engagement directly to <Client’s Name>.
16. If you agree to this Engagement based on the terms and conditions set out herein and in the General Terms of Business Agreement, please have an authorized signatory of <Client’s Name> to sign and return to us a signed copy of this Statement of Work. Anika appreciates the opportunity to be of service to <Client’s Name>. Should you have any questions, please do not hesitate to contact us. Thank you.

Kind regards,

Signed by and on behalf of

Anika Insurance Brokers Sdn. Bhd (Anika)

|  |  |  |
| --- | --- | --- |
| Name | : |  |
| NRIC No | : |  |
| Designation | : |  |
| Date | : |  |

Accepted and agreed by:

<Client’s Name>

|  |  |  |
| --- | --- | --- |
| Name | : |  |
| NRIC No | : |  |
| Designation | : |  |
| Date | : |  |

**Appendix 1**

**Scope of Services**

The scope of services provided by Anika under this Engagement are as follows:

1. Issuing Requests For Proposals to up to three insurers (including the incumbent and likely incorporating providers in the market). Periodic competitive bidding of contracts (typically once every three years unless material changes in the marketplace warrants a more frequent review). A standard renewal report will be provided to ensure all approval questions are addressed during the marketing process to avoid the need for multiple quotation requests.
2. Placement of coverage
3. Renewal and claims reporting using Anika’s standard template in respect of, among others: premium and claim (if available) information; plan utilization analysis (if available); and assessment of <Client’s Name> ’s plan design alignments to general market, key market trends and regulatory updates impacting <Client’s Name>’s plans
4. Basic employee communications
5. Account management (i.e., claims reporting, managements and administration between employee and insurers)
6. Assistance with disputed claims/claims advocacy
7. Cost control suggestions
8. Monthly reconciliation for carrier invoices against enrollment data
9. Member inquiry support – Day-to-day services and issue resolution and support for employee membership questions
10. Legislative monitoring specific to <Client’s Name>’s programs
11. Quarterly reports of claim listing and employee listing update.
12. Quarterly employee briefing (2 sessions)