**(ON CLIENT LETTERHEAD)**

The Manager

Apollo Risk Services Pty Ltd

P O Box 17

MOUNT LAWLEY WA 6929

**Letter of Appointment**

To Whom It May Concern:

Effective from (insert date) I/We appoint Apollo Risk Services Pty Ltd to manage all our/my insurance requirements in respect of the following services.

(DELETE THOSE THAT DO NOT APPLY)

Advising in matters relating to risk identification and transfer;

Arranging our general insurance requirements;

Negotiation of policy coverage, policy renewal, policy changes and cancellations;

Review and advising in matters relating to claim circumstances and management;

Advising in matters relating to risk management;

Advising and arranging statutory insurances as required eg. Workers Compensation

Attend to correspondence and the provision of advice as required from time to time

I/we acknowledge having read and accepted Apollo Risk Services Terms of Engagement outlined on the following page.

I/we authorise our current insurer(s) to provide Apollo Risk Services with all information they request regarding our insurances and claims history to those relevant classes of insurance.

Signature Position

Business Name In Full

Business Address

Date

It is our pleasure to confirm the appointment of Apollo Risk Services as our Insurance Broker. We acknowledge the following terms and conditions of this appointment and matters arising under the Financial Services Reform Act.

### Statutory Notices

1. **Duty of Disclosure**:

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance contracts Act 1984, to disclose to the insurer every matter that you know, or could possibly be expected to know, is relevant to the insurer’s decision whether to accept the risk of the insurance and, is so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of matter-

* + That diminishes the risk to be undertaken by the insurer
  + That is of common knowledge
  + That your insurer knows, or in the ordinary course of his business, ought to know
  + As to which compliance with your duty is waived by the insurer

1. **Non Disclosure**

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce his liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from it’s beginning.

## PROCEDURES

1. **New Business**

We will endeavour to arrange interim cover for property or risk not currently insured when you supply full details of the property or risk and all information requiring disclosure to the insurer. A proposal will need to be completed by you and submitted to the insurer prior to expiry of the interim cover. It is the insured’s responsibility to ensure accuracy of all information supplied on the proposal prior to signing the document.

The policy document issued by the insurer forms the agreement between you and the insurer. Upon receipt of this document we recommend you check the details thoroughly to ensure the cover meets your requirements.

1. **Renewals**

We will give at least fourteen days notice of expiry of any cover administered by Apollo Risk Services. We do not accept responsibility for policies not administered by Apollo Risk Services. We will automatically renew those policies being administered as per policy expiry details, unless we have your instructions to the contrary.

1. **Policy Alteration/Endorsement**

Please contact us should you require alteration to details of the insured property or risk. Your Duty of Disclosure requires details of relevant matters be disclosed to the insurer, which have not been previously disclosed. An invoice will be issued to confirm the alteration we have effected with the insurer.

1. **Terms of Payment**

When we arrange, renew or vary cover on your behalf, we will invoice you for the premium, statutory charges (e.g. stamp duty, fire services levies, GST, etc.) and our broker fees. Invoices must be paid by the expiry date or within fourteen (14) days of receipt, unless otherwise stated. The full amount shown on the invoice is payable by you to us.

If a cover is cancelled or your policy is endorsed/adjusted before the expiry of the period of insurance, we will refund to you only the net return premium we receive from the insurer. We will not refund any part of the brokerage we receive for arranging the cover. Fees may also be charged for the cancellation or endorsements.

Apollo Risk Services cannot be held responsible for any deficiencies in cover due to non-payment of premium.

1. **Our Income**

Apollo will earn commission from the insurer(s) on placement of this policy. Apollo will receive payment of a Broker Transaction Fee (or similar fee) from the Insured as shown on the invoice.

1. **Remuneration**

The remuneration does not cater for unusual and/or unexpected events such as major claims, substantial acquisitions etc. Separate project fees may be negotiated with you for these service requirements.

It should also be noted that the annual remuneration does not include post policy and clams servicing should our appointment be terminated.

1. **Privacy Statement**

I have read, understood and agreed to the conditions on the attached Privacy Statement.

## Agreement

All matters, dealings and documentation between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and Apollo Risk Services will be treated as strictly confidential. We acknowledge and agree to the terms and conditions of this agreement and acknowledge receipt and understanding of the statutory notices.

#### Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

#### Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

#### Company Name: Date: