



ADMINISTRATION AGREEMENT

THIS AGREEMENT is made on the day of 20

BETWEEN CEMAC Pty Ltd ABN 15 145 270 714 AFSL 241454 (hereinafter called the Underwriting Agency) of 1990 Logan Road, Upper Mount Gravatt, in the state of Queensland.

AND.....ABN.....
 Licensee No.....(hereinafter called the Intermediary)
 of.....in the state
 of..... Postcode Telephone No:..... Fax No.....
Postal Address:

INTRODUCTION

1. The Underwriting Agency is authorised to transact the classes of insurance business listed in the Schedule on behalf of the Insurers listed in the Schedule (“**Insurers**”) in the States listed in the Schedule on the Terms summarised in the Schedule and more fully detailed in the Agreement between the Underwriting Agency and the Insurers.
2. The Intermediary is the intermediary of record for Clients on whose behalf it introduces insurance business to the Underwriting Agency (“**Clients**”).

AGREEMENT

Interim Cover

1. The Underwriting Agency is authorised to issue interim contracts on behalf of Insurers for up to the period listed in the Schedule. Where the Underwriting Agency is so authorised, the Intermediary must forward the required documentation to the Underwriting Agency prior to the expiry of this period.

Surveys

2. The Underwriting Agency reserves the right to survey any risk. If the survey reveals that the Client has breached the duty of disclosure or misrepresented the Risk, the Insurers may be entitled to avoid the policy or reduce their liability in respect of a claim pursuant to s 28 of the Insurance Contracts Act 1984.
3. No conditions imposed or recommendations made by the Underwriting Agency or Insurers, whether following survey or otherwise, shall constitute a representation that the risk is safe, fit for its purpose or compliant with any law, regulation, code or the like.

Acceptance

4. All business will be transacted on an offer and acceptance basis, i.e. the Underwriting Agency is under no obligation to agree to insure a proposed risk, regardless of whether a quotation has been provided or interim cover has been granted in respect of that risk.

Commissions

5. The Underwriting Agency will pay the Intermediary the Commission set out in the Schedule or as otherwise agreed in writing.

Payment

6. The Underwriting Agency will invoice the Intermediary for each cover bound, but is under no obligation to provide statements.
7. The Intermediary will forward the full amount of premium and charges (less any commission/brokerage payable and the GST applicable to the Intermediary) to the Underwriting Agency within the period listed in the Schedule.
8. If payment is not received by the Underwriting Agency within the period referred to in Clause 7, the Insurers and the Underwriting Agency may cancel the contract of insurance by giving 3 days notice in accordance with the Insurance Contracts Act 1984 and may charge a premium for the period during which the Insurers provided cover.

Short Term Premiums

9. Where the Client does not accept an offer to insure or an offer to renew a contract of insurance, the Insurers and the Underwriting Agency may charge a premium for the period during which the Insurers provided cover under any interim contract of insurance ("**Short Term Premium**").
10. Where the Insurers and the Underwriting Agency are entitled to charge a Short Term Premium, the Short Term Premium will be calculated on the basis set out in the Schedule.

Renewals

11. At least 17 days prior to expiry of any contract of insurance the Underwriting Agency will advise the Intermediary of the terms on which the Insurers are willing to renew the contract.
12. The Intermediary must confirm acceptance of any offer of renewal in writing (by letter, email or facsimile) no later than 4.00 p.m. EST on the day of expiry of the original contract of insurance.

Hold Covered

13. The Insurers are not obliged to hold any risk covered after expiry of any contract of insurance, interim or otherwise.

Claims

14. The Underwriting Agency is not authorised to manage or settle claims on behalf of the Insurers. However, in order to enable the Underwriting Agency to assist the Intermediary in liaising with the Insurers in the event of a claim it is advisable, but not mandatory, for all documentation relating to a claim to be forwarded to the Insurer via the Underwriting Agency. Documents may be sent direct to the Insurer.

Underwriting Agency's Contact with Client

15. The Underwriting Agency will not initiate direct contact with the Client in relation to any contract of insurance arranged by the Intermediary with the Underwriting Agency without the Intermediary's consent except in relation to cancellation of the contract of insurance or claims. This clause does not apply where the Intermediary is in liquidation or the Underwriting Agency has ceased to arrange insurance business.

Termination

16. Either party may terminate this agreement by giving one month's written notice to the other party or it may be terminated by a party on immediate notice if an application to wind up the other party is made or an administrator, receiver, manager or the like is appointed.
17. Any insurance contracts arranged prior to the date of termination shall remain in force until their normal expiry date, subject to normal practice with respect to cancellation.
18. After termination, the Underwriting Agency shall not, unless specifically requested to do so by the Intermediary, send any notices of expiry or offers of renewal direct to the Client in respect of any contract of insurance arranged with the Insurer through the Underwriting Agency, but shall instead send such notice to the Intermediary.

Basis of Agreement

19. This Agreement supersedes any previous agreement between the parties and records the procedures and basis for transactions relating to contracts of insurance arranged on behalf of Clients by the Intermediary with the Insurers through the Underwriting Agency.
20. The Underwriting Agency provides no advice to Clients. The Underwriting Agency acts solely as a wholesale intermediary in arranging insurance of the Risks for the Intermediary.
21. The Underwriting Agency and the Intermediary must comply with the Privacy Act 1988. See www.cemac.com.au for Underwriting Agency's privacy statement.
22. The utmost good faith will prevail in all dealings between the parties.

**SCHEDULE ATTACHING TO AND FORMING PART OF
ADMINISTRATION AGREEMENT**

**Introduction - Underwriting Agency's Authority
Clause 5 - Commissions**

Class(es) of Business	State(s)	Insurer(s)	Commission
Contractors Plant and Associated Liabilities	Australia Wide	Lumley General Insurance Limited	10% all classes

Clause 1 - Interim Contracts of Insurance

30 days from and including the date of inception of the contract of insurance.

Clause 7 – Time for Payment of Premiums to Underwriting Agency

Within 45 days of inception or renewal of the contract of insurance.

Clause 10 – Short Term Premium

Class(es) of Business	Basis of Calculation
All	If less than 6 months – pro-rata plus 20%. If more than 6 months – pro-rata plus 20% of RP due.

Signed on behalf of the Underwriting Agency

.....
Signature

.....
Print Name

.....
Position

Signed on behalf of the Intermediary

.....
Signature

.....
Email

.....
Print Name

.....
Position