



CANOPY

Insurance

Referral Agreement

Canopy Insurance Pty Ltd

and

{Insert Referrer}

1. Parties to the Agreement

a) The **Parties** to this agreement are Canopy Insurance Pty Ltd (**Canopy Insurance**) (ABN 28664242406) as a Corporate Authorised Representative (AR No. 1301345) of Windsor Income Protection Pty Ltd (**WIP**) (ACN 147905888|ABN 56104714171|AFSL No. 400598) of Ground Floor Building A 1 Homebush Bay Drive Rhodes NSW 2138.

and

b) {Insert Referrer (ABN XX) of {Address}}. (**Referrer**)

c) As at {Insert Date}.

2. Preamble

a) This agreement sets out the terms of dealing between the Parties as legally permitted by each Party under Australian law.

b) This agreement supersedes any previous agreement between the Parties for similar purposes.

c) This agreement may not be varied, other than as provided for specifically in this agreement, unless such variation is agreed upon by the Parties and recorded in writing.

d) Canopy Insurance is an Authorised Representative of WIP who hold an Australian Financial Services (AFS) Licence. Canopy is authorised by WIP to provide financial product advice and to deal in general insurance products.

e) The Referrer has contacts, associates, or clients who may be interested in Canopy Insurance's products.

f) Canopy Insurance desires to encourage the Referrer to refer potential clients to Canopy Insurance, and Referrer is willing to do so under the terms and conditions set out.

3. Referrals

a) The Referrer agrees to refer potential customers to Canopy Insurance, subject to the terms and conditions of this agreement by

- a. Informing customers that Canopy is able to provide insurance products for them; and
- b. Provide customers with information about how the customer may contact Canopy Insurance.

b) The Referrer must not provide Financial Product Advice.

4. Referral Fee

a) Canopy Insurance agrees to pay the Referrer a referral fee of up to 20% of the Base Premium for each Qualified Referral.

a) Payment will be made to the Referrer within 30 days after the end of each month in which the referral resulted in a Qualified Referral.

b) Any applicable GST will be added to the referral fee and paid in accordance with applicable tax laws.

c) If a Policy of insurance is varied, cancelled or voided before the full term of that Policy in which the Referral Fee was paid and Canopy Insurance is required to pay the customer a Premium refund, a Referral Fee repayment may be applicable. If required, the Referrer must repay the Referral Fee in full or pro-rated to Canopy Insurance. Canopy Insurance reserves the right to deduct the amount from the Referrer.

d) At the same time as the Referrer refers a customer to Canopy Insurance, the Referrer must disclose to the customer any fees that the Referrer will (or may) receive for placement, variation, extension, or renewal of a Policy of insurance provided under this agreement.

e) The disclosure required must be made to the customer in the same form as the referral is made, for example, if the referral is made verbally, the disclosure of any referral fees must be made verbally or included in any written introduction.

5. Term and Termination

- a) This Agreement shall commence on the date in Clause 1 c. and shall continue until terminated by either Party upon written notice to the other Party.
- b) Either party may terminate this agreement, without cause, upon giving to the other not less than 30 days' notice in writing.
- c) This agreement will terminate with immediate effect, if a party breaches a material term of the agreement.

6. Confidentiality

- a) Both Parties agree to maintain the confidentiality of all information received from the other Party during the term of this Agreement and after its termination.

7. Relevant Law

- a) This Agreement is governed by the laws of the State of NSW.

8. Key Terms

- a) **AFS Licence** means an Australian financial services licence.
- b) **Base Premium** means the amount charged to a policyholder by the Insurer for general insurance excluding stamp duty, GST and other government and statutory levies and charges.
- c) **Corporations Act** means the Corporations Act 2001 (Cth).
- d) **Financial Product Advice** has the meaning given in Chapter 7 of the Corporations Act.
- e) **Policy** means a Legal contract of insurance under Australian law.
- f) **Premium** means the amount charged to the Insured by Canopy Insurance for general insurance including commission, stamp duty, GST and other government and statutory levies and charges.
- g) **Qualified Referral** mean a referral that results in a customer entering into a valid Policy of insurance with Canopy Insurance.

9. Canopy Insurance Contact Details

P Locked Bag 3111, Rhodes NSW 2138

T 1300 001 134

E info@canopyinsurance.com.au

W www.canopyinsurance.com.au

10. Execution and Date

Executed as an agreement.

Signed, on behalf of

Canopy Insurance Pty Ltd (ABN 28664242406) as a Corporate Authorised Representative (AR No. 1301345) of Windsor Income Protection Pty Ltd (ACN 147905888 | ABN 56104714171 | AFSL No. 400598)

Signature of authorised person

Signature of Witness

Name of authorised person (print)

Name of Witness (print)

Date

Date

Signed, on behalf of

{Insert Referrer (ABN XX) of {Address}. (Referrer)

Signature of authorised person

Signature of Witness

Name of authorised person (print)

Name of Witness (print)

Date

Date