# APPROVED BROKER APPLICATION FORM



Complete this form to apply to become a Producing Broker and Intermediary for Atlas Insurances Ltd ("Atlas").

Please read the following points before completing this application:

- THIS APPLICATION CAN ONLY BE COMPLETED BY APPLICANTS THAT ARE REGISTERED
   INSURANCE BROKERS OR INTERMEDIARIES
- THIS APPLICATION SHALL ONLY APPLY TO THE APPLICANTS LISTED HEREIN COMPLETION OF THIS APPLICATION MEANS THE APPLICANT IS AGREEING TO ATLAS TERMS OF BUSINESS CONTAINED IN THIS FORM
- INFORMATION SUPPLIED ON THIS FORM MAY BE SUBJECT TO VERIFICATION. IF AT ANY TIME VERIFICATION REVEALS THAT INFORMATION HAS BEEN OMITTED OR IS INACCURATE THEN PRODUCER STATUS MAY BE WITHDRAWN AT THE DISCRETION OF ATLAS.

ABOUT THE APPLICANT					
1.	Please state your ls it a: Public company (If other, please conta	r company name: Limited company act Atlas before proceeding)	P	Partnership	Other
2.	Registered N Registered N Country of re Professional member of: Professional	Number:	v is a ber(s):	Yes [	No
3. 4.	Name or no. Street Town (If less than three yea	nt main place of business add		City Postcode Country	t PO Box no.
5.		full registered postal address of the A mile and email details:	pplicant on a sep	Facsimile Website	 

### a) When did the company commence its present business? 6.

- b) How long has it been under current management?
- 7. Is the company affiliated or associated with any other broker/agency or any insurance corporation?

(If yes, please provide details on a separate sheet)

- Which best reflects the company's main activity? Please mark with "X" 8.
  - a) Retail Insurance Agent or Broker
  - b) Wholesale Insurance Broker
  - c) Lloyd's Broker
  - d) Other

(If other, please contact Atlas before proceeding)

- 9. In what areas of specialty is the company's largest premium volume in marine & aviation cargo insurance ?
  - a) General Cargo
  - b) Personal Effects
  - c) Fine Art
  - d) Other
- 10. What is the company's approximate total premium volume per annum in marine & aviation cargo insurance?
- 11. Who are the company's present largest Insurers in marine & aviation insurance and what is the approximate premium volume with each?

	Name	Premium Volume
1		
2		
3		
4		
5		

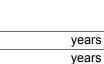
## **GENERAL CORPORATE INFORMATION**

12. Has the company or any of its employees, officers, directors or shareholders ever had its/his/her licences suspended, revoked or relicensing refused?

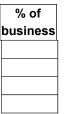
(If yes, please describe the circumstances on a separate sheet)

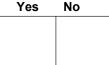
13. Is the company involved in any material disputes and/or does it have any legal action pending against it?

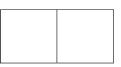
(If yes, please describe the circumstances on a separate sheet)













Yes

- 14. Does the company carry professional indemnity insurance? If yes, please state
  - a) The limits
  - b) Deductible
  - c) Does the coverage include dishonesty?
    - i) Of the Insured's partners or directors?
    - ii) Of the Insured's staff?

Please supply evidence of cover, e.g. a copy of your policy declaration page

# FINANCIAL INFORMATION

15. What is the capital of the company?

· · · · ·	
Authorised:	Paid Up:

16. Has the company ever been in breach of solvency, liquidity or other financial requirements to which it is subject?

(If yes, please describe the circumstances on a separate sheet)

17. Are there any actual or contingent liabilities not disclosed in the company's latest audited financial statements?

(If yes, please describe the circumstances on a separate sheet)

- 18. Are premium, loss or other funds owned by Insureds / Reinsureds and/or Insurers/Reinsurers (fiduciary funds) kept in separate bank accounts that are not combined with other funds?
- 19. If the company does not maintain segregated bank accounts, what other arrangements will be made to safeguard premium and claims monies? Please provide details on a separate page.
- 20. Please give the name and address of the bank you would use in respect of the business to be presented to us.

Name:	
Address:	
A/c No:	
Other:	

21. Please confirm that you will settle premiums within 45 days of policy inception and payments will only be made in accordance with the following instructions.

Yes No









Banking Instructions			
Premiums can only be accepted in either of	the following way	ys:	
By Cheque	By Wire Transfer		
Cheques should be made payable to "Atlas Insurances Ltd" and sent to:	Wiring instructions as follows:		
Atlas Insurances Ltd	Bank Leumi Le	Israel B.M.	
48 Menachem Begin RD.	Kikar Hamoshavot (810)		
Tel Aviv 66184	Branch		
Israel	119 Allenby Str	eet Tel Aviv	
	Israel		
	Swift Address	LUMIILITXXX	
	A/c Name:	Atlas Insurances Ltd	
	No's:	USD 1/8/1757/39	
		Euro 49/7/1757/39	
		GBP 19/0/1757/39	

22. To whom or which department should we address accounting matters?

Contact:	
Department:	
Address (if different from 3):	

23. Please advise us of any address(es), if different from 3. above, to which you would like us to forward the following documents:

<b>v</b>	
Debit Note:	
Policies:	
Statements:	
Others:	

- 24. Please confirm that you agree to advise us of changes to the above information.
- 25. Please confirm you agree to the Terms of Business set out on the following page.

Yes	No



published or used in any way by the Producer without prior If one section or any part of this agreement is unenforceable by written approval of Atlas. Iaw or is waived or changed by mutual consent of the parties it written approval of Atlas. ARTICLE 1 - DUTIES AND RESPONSIBILITIES shall not affect any other part of this agreement which shall ARTICLE 7 - TERMINATION

Section 1.01 - Placement of Insurance The Parties will work together to place policies of insurance through Atlas for the policy is affected give price of appendixing or page response of a such compensation as agreed to by the Parties on a case-by- ARTICLE 8 - INDEMNIFICATION

Section 1.03 - Limitation of Authority and Responsibilities misrepresentation by it of any of its representations, The Producer shall have no authority to bind any insurer and/or covenants, or agreements contained in this agreement.

or vary any terms of coverage; waive or modify terms of payment of \$1million per occurrence minimum reinstatable. ARTICLE 10 -of any premium or deposit; or incur any liability for Atlas. The NOTIFICATION OF CHANGES only valid documentation is that issued to the Producer by Atlas

have no responsibility for the ability of the insurers for whom it ARTICLE 11 - DISPUTE RESOLUTION acts to discharge their obligations under such insurance.

Requests to bind insurance can only be made via the Attas The Parties are committed to resolving all disputes without the Online system, or in writing to Attas. No verbal requests for need for litigation and to allow as far as possible for commercial Section 13.3 LIMITATION OF LIABILITY - While Attas uses inding including voicemail will be accepted by Attas. No relationships to remain unaffected by disputes and therefore: insurance can be considered by the Producer as bound until a) the parties will other the condition of the terms in condition to an or the Website, errors or omissions sometimes occur. Attas written confirmation has been received from Atlas.

### **ARTICLE 2 - PREMIUM PAYMENTS**

The Producer guarantees the payment to Atlas of all premium authority to settle the same; including deposit and adjustable premiums on policies of b)any matter not resolved within three months through insurance placed by the Producer through Atlas.

Such payment is due and shall be paid to Atlas by the Producer be conducted in England and shall be heard by one Such payment is due and shall be place to Analy by the Producer be conducted in England and shall be heard by one in accordance with payment terms established from time to time arbitrator in accordance with the then-current Commercial by Atlas and is due and payable whether or not the Producer has Arbitration Rules of England. The award of the arbitrator collected the premium. The Producer shall be liable for and shall shall be conclusive and binding on all parties hereto, and pay return commissions at the same rate as originally credited to judgment upon the award may be entered in any court of the Producer for all return premium adjustments or concellations.

The Producer assumes the credit risk of advancing premiums to ARTICLE 12 - GENERAL PROVISIONS Atlas before collecting premiums from an insured

This guarantee shall be performed by the Producer upon demand should be sent to: unpaid return commission then outstanding. The Producer Israel acknowledges that Atlas, without limitation of other remedies, reserves the right to cancel policies for non-payment of premium Section 12.02 - Venue and Law Governing Agreement

written consent of Atlas.
ARTICLE 3 - CLAIMS
The Producer shall notify Atlas promptly of any claim, suit or notice of loss) and shall cooperate fully prevent (10%) per annum or the maximum lawful rate of interest to an the second state of interest to an interest to an and the second state of interest to an int result in such claim, suit or notice of loss) and shall cooperate fully percent (10%) per annum or the maximum lawful rate of interest per Atlas neither warrants nor represents that the Producer use of with the Insurers and any adjusters or solicitors appointed to annum that may be incurred by contract in England. facilitate the investigation and adjustment of any claim.

Producer in a separate trust or fiduciary account in accordance with Atlas to any of its affiliates. the laws of the country where the Producer resides or, if there are no Section 12.05 - Amendment such laws, in accordance with English law.

### **ARTICLE 5 - COMPLIANCE WITH LAWS**

The Producer warrants and agrees that: a- The Producer will not affect its interpretation.

Producer is properly licensed to transact business as an agent only the Producer to Atlas will remain confidential, and will only be the written permission of Atlas or such third party that may own the insurance broker in accordance with the provisions of the disclosed in the normal course of negotiating, maintaining or trademarks displayed on the Website. The Producer use of the insurance laws of any country and or state in which the Producerrenewing the policyholder's insurances unless they have consented trademarks displayed on the Website. The Producer of the transacts business; and e. The Producer will promit notify diles otherwise. transacts business; and c- The Producer will promptly notify Atlas otherwise.

of any suspension, cancellation, or disciplinary action in respect of the agent or broker licenses of the Producer. The Producer will General Interpretation of this Agreement In this Agreement. provide Atlas documentation evidencing its agent or brokerwords importing the singular shall include the plural and licenses as requested by Atlas. vice versa.

### **ARTICLE 6 - ADVERTISING**

Headings are included for ease of reference and convenience No advertisement referring to or using the name of Atlas or its only and shall not affect the interpretation of the Agreement. affiliates, or of Insurers whom Atlas represents shall be printed,

remain unaltered and in full effect. clients of the Producer. Atlas shall have the sole right to accept policy is affected, give notice of cancellation or non- renewal of a ARTICLE 13 - SPECIAL CONDITIONS APPLICABLE when using policy as required by applicable laws. Atlas's Online Sytem to bind online facility (the "Website")

Section 13.1 - TERMS AND CONDITIONS OF USE - By using the Section 1.0.2 - Independent Contractor In submitting business to Atlas, the Producer is acting as agent for applicant for insurance and is not acting as an agent, subagent or promptly reimburse the other party's affiliates and their directors, officers, conditions may be revised by Atlas at any time by updating the employees and agents) harmless from and against, and to website. The Producer is bound by any such revisions and should promptly reimburse the other party for, any and all loss, expense, therefore periodically visit the Website to review the then current obligation, including, without limitation, settlement costs, costs of terms and conditions.

joint venture or employment relationship between a data and obligation, including, without limitation, settlement costs, dots e. Producer. The Producer is for all purposes an independent investigation, prosecution or defence, costs and attorney's fees, contractor. arising out of or in any way connected with the breach or Section 13.2 DISCLAIMER - To the fullest extent permissible ansing out of or in any way connected with the breach or including, but not limited to, implied warranties of merchantability and

The Producer shall have no authority to commit to or issue binders, policies, or other evidence of insurance, or to make, alter or vary any terms of coverace: weive or modify terms of similar processing of sinterproces of similar processing of similar processing o 10 - makes it available are free of viruses or other harmful components.

Atlas does not warrant or make any representations regarding the use or the results of the use of the materials on the Website in terms of their The Producer shall immediately notify Atlas should it become the correctness, accuracy, reliability, or otherwise.

Atlas shall have no responsibility to any policyholder, subagent or solicitor, or sub-producer with regard to the adequacy, amount or form of insurance obtained through Atlas. Atlas shall similarly acknowledges its insolvency. not imply approval of or endorsement by Atlas of the content

makes no warranties or representations as to the accuracy of the

a) the parties will attempt in good faith to resolve any dispute or claim promptly through negotiation between respective senior executives of the parties who have

negotiation will be submitted for binding arbitration on demand of either party. Such arbitration proceedings will

pay return commissions at the same rate as originary decided to judgment upon the award may be entered in any order of the Producer for all return premium adjustments or cancellations competent jurisdiction. Each party waives the right to made at the initiation of Atlas, the relevant insured or otherwise.

Section 12.01 - Notices All notices and other communications routing of any video, or audio from the Website.

of Atlas at any time with respect to any uncollected premium or Atlas Insurances Ltd, 48 Menachem Begin RD. Tel Aviv 66184 Section 13.4 RESTRICTIONS ON USE OF MATERIALS - The unpaid return commission then outstanding. The Producer Israel

to Atlas. The Producer will not and may not deduct any monies whatsoever English law and the courts of England shall have exclusive jurisdiction or distributed in any way. The Producer may download material from any premiums due under this agreement without the prior to settle any disputes that may arise out of or in connection with them. displayed on the Website for the Producer use only provided the Droducer Use only provided t

Section 12.04 - Assignment This agreement for services by the

amended by the written consent of the Parties.

Producer's downloading of any materials, data, text, images, expressly permitted by Atlas, no materials from the Website or any website owned, operated, licensed or controlled by Atlas may be

Website. Under no circumstances, including, but not limited to, negligence, shall Atlas or any party involved in creating, producing, or delivering the Website be liable to the Producer for any direct, incidental, consequential, indirect, or punitive damages

that result from the use of, or the inability to use, the materials on the Website, even if Atlas or an Atlas authorised representative

has been advised of the possibility of such damages. In no event shall Atlas' total liability to the Producer for all such damages, losses, and causes of action exceed the amount paid by the

Atlas also assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, the Producer's computer equipment or other property as a result of you're the

Producer's access to, use of, or browsing in the website or the

Producer, if any, for accessing the Website.

materials displayed on the Website will not infringe rights of third parties not owned by or affiliated with Atlas.

ARTICLE 4 - MONIES HELD BY PRODUCER Any monies made subject to a security interest, or otherwise disposed of by the expressly set forth herein, Atlas makes no representation that materials collected by the Producer for the account of Atlas shall be held by the Producer in whole or in part. This agreement may be assigned by on the Website are appropriate or available for use in any location. Those who choose to access the Website do so on their own initiative This agreement may only be and are responsible for compliance with local laws.

Section 12.06 - Article and Other Headings The headings Section 13.6 TRADEMARKS AND COPYRIGHTS - All Section 12.06 - Article and Other Headings Ine headings contained in this agreement are for reference purposes only and will trademarks, services marks, trade names, logos, and icons are proprietary to Atlas. Nothing contained on the Website should be comply with all applicable laws and regulations governing the conduct of the business covered by this agreement; b- The Section 12.07 - Confidentiality & Security Information provided Information provided Website, except as provided herein, is strictly prohibited.

> Images displayed on the Website are either the property of, or used with permission by, Atlas. The use of these images by the Producer, or anyone else authorised by the Producer, is prohibited unless specifically permitted herein. Any unauthorised use of the images may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes



The Applicant named in page 1 of this Application Form hereby applies to become a providing agent for the insurance business of Atlas Insurances Ltd. The above information is complete, accurate and does not give a misleading impression in any way. The signatory below is authorised to sign this application on behalf of the Applicant's **company**.

By signing this form, the Applicant named above also confirms acceptance of Atlas Insurances Ltd's Terms of Business on page 5 of the Application Form.

Signature:	Dated:
Print Name:	1
Title: (Officer of the company or similar accepted)	