

# ASSAN ONE INSURANCE BROKER PRIVATE LIMITED

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## Terms and Conditions for Appointment of POSP

The following terms and conditions ("Terms and Conditions") will govern your appointment as a Point of Sales Person ("POSP") for solicitation and servicing of Point of Sales products ("POSP Products") with Assan One Insurance Broker Private Limited (hereinafter referred to as "the Company" or "Assan One") through its POSP website/mobile app <https://partners.assan.one> ("POSP Portal") in any of its branch/es spread across various States in India. You acknowledge that you have read understood and accepted these Terms and Conditions and shall be bound by the same upon being appointed as POSP by the Company.

This document/ Terms and Conditions is an electronic legal contract/agreement between you and the Company in accordance with the provisions of Information Technology Act, 2000 and generated by a computer system and does not require any physical or digital signatures.

### 1. Appointment:

- a) You confirm that you are at least 10th pass and further agree to fulfill any other qualification the Authority may prescribe from time to time for continuance of your appointment of POSP with the Company.
- b) You confirm and agree that your appointment is subject to certain identification/verification procedures and accordingly the Company will apply appropriate due diligence measures i.e. penny drop verification to your bank account to verify your identity and /or obtain KYC documents etc. Company shall undertake necessary checks at the time of your appointment and registration of account on POSP Portal so as to ensure that there is no Conflict of Interest (as defined under Clause 3 hereinbelow).

### 2. Duties and Obligations as a POSP:

You shall strictly comply with the Insurance Act, 1938 ("Act") and adhere to the Code of Conduct as prescribed by the Company as also the Code of Conduct as prescribed under relevant regulations/ circulars/instructions /directions issued by the Insurance Regulatory and Development Authority of India ("the Authority") from time-to time. In addition to the above, you shall:

- a) Attend all the required training sessions as may be conducted by the Company in accordance with the specifications laid down by the Authority on Point of Sales Person – Life, Non-Life and Health.
- b) Post completion of the in-house training session, you shall be required to undertake the POSP examination conducted by the Company and thereafter score the minimum grades in order to pass the aforesaid examination.
- c) Upon successful completion and passing of the exam, you shall receive a certificate from the Company as per the provisions of Guidelines on Point of Sales Person – Life, Non-Life and Health Insurers issued by the Authority.
- d) Solicit and market only such products of insurance partners of the Company who have a tie up with the Company and that are approved as POS products by the Authority from time to time. Such products shall be communicated to you by the Company.
- e) Adhere to the Company's philosophy of high business standards, ethical values and service;

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- f) Not collect any monies in personal account or accept any risk for or on behalf of the Company;
- g) Not make any commitment, enter into a deal or accept any obligation or make any representations on behalf of the Company, except to the extent as permitted herein;
- h) Draw up in consultation with the SPOC of the Company the year's business targets and plan your activities systematically to achieve those business targets.

### **3. Conflict of Interest:**

During the term of your appointment with the Company, you shall not directly or indirectly solicit, canvas or procure any insurance business in any capacity for any other insurance company and/or insurance intermediary in whatsoever manner.

### **4. Code of Conduct:**

You shall follow, adhere to and comply with the Code of Conduct prescribed by the Company and the Authority including any amendments made thereto from time to time (hereinafter referred to as the Code of Conduct). A copy of the Code of Conduct is displayed on our website and we encourage you to read the Code of Conduct at regular time periods as these define the minimum standards of acceptable behaviour to the Company. This Code of Conduct shall help you understand how a POSP should act on a day to day basis in carrying out your duties and obligations.

### **5. Rebates:**

You shall not offer directly or indirectly any rebates in the form of whole or part of the commission payable to any of your customers/prospective customers/prospects as an inducement to take or renew or continue insurance. Any default on your part in complying with the same shall attract a penalty as specified by the Authority under applicable statutes, laws, regulations, circulars etc. However, any Commission paid to you on the policies sourced for your own self shall not be considered as rebate during your term of appointment as a POSP with the Company.

### **6. Commission:**

Subject to you not being in breach and conducting your duties and obligations as per these Terms and Conditions, the Company agrees to pay you during the continuance of your appointment, commission on the business written as per the Company's schedule of commissions for various plans ("**Commission**") which may be varied or revised from time to time subject, however, to the ceiling prescribed by the Authority and relevant statutes, guidelines and regulations in this regard, if applicable. The rates of Commission and their revisions from time to time shall be put up on your "Dashboard" maintained by the Company and shall be deemed to have been communicated to you on the day it is put up on the POSP/Agent's Portal maintained by the Company. The rates mentioned on the portal shall comprise of the commission payable and taxes in relation thereto. It shall be the sole responsibility of the POSP to visit the POSP's portal maintained by the Company and get the details of the revision(s). The payment of Commission is also subject to deduction of:

- withholding tax at applicable rates;
  - anything which may be levied or payable under any statute in relation to Commission on insurance being paid;
- and

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- any recovery towards interest or penalty which becomes payable by the Company on account of your breach of these Terms and Conditions including the POSP- Code of Conduct.

## **7. Recovery:**

The Company also reserves the right to recover the Commission already paid to you on account of, including but not limited to, any of the following:

- Cancellation of the policy at any time.
- In the event of any fraud committed by you or you are found to be involved, directly or indirectly, in fraudulent and illegal activities;
- Breach by you of any provisions/requirements under the GST Laws and/or any other tax laws as amended timely.

If the Company is made to pay compensation, primarily due to mis-selling by you or due to any other act or omission attributable to you, such amount of compensation may be recovered from you. Additionally, the Company also reserves the right to recover such cost incurred. Further, you agree that the Company is entitled to set-off, adjust, recover, forfeit or otherwise withhold the sums payable to you, including, without limitation, all Commissions payable to you:

- If you have breached the POSP – Code of Conduct
- If you have breached any covenant contained herein and shall include without limitation any factual misrepresentation made by the you;
- If you are in violation of any provisions of insurance regulatory and statutory framework;

## **8. Tax and Invoicing:**

i. In respect of the invoice raised by you under this Terms and Conditions, 'Commission' shall be exclusive of all indirect taxes including central goods and services tax, state goods and services tax, union territory taxes, integrated goods and services tax, duties and other similar charges applicable under the current laws in force or that may become applicable upon a change in law in future.

ii. The invoice shall be duly raised by you within 30 (thirty) days from the date of supply of your services as prescribed under the GST provisions. It is hereby agreed between the parties that GST Invoices shall be raised from the states/jurisdictions where the taxable supplies of services are made.

iii. You would issue invoices in accordance with the provisions of the Goods and Services Tax ('GST') Laws and the invoices would be sent to the registered address of the Company.

iv. The Company shall reimburse GST to you, if so indicated in the relevant invoice, only upon receipt of valid GST invoice in original and any other document(s) as the Company may require to satisfy itself regarding your GST registration details. Further, you are solely responsible for remitting such taxes charged to Company to the respective government authorities along with any interest/ penalties for delay or non-payment on such remittances.

v. All -payments under these Terms and Conditions will be subject to tax deduction at source (TDS) as per prevailing Indian income tax laws. The Company will provide the TDS certificate within prescribed timelines as

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per law unless there are any technical issues in generating the certificate in the said timelines.

vi. You hereby authorize the Company to withhold the payment or to adjust the same to the extent of GST credit loss (including any interest or penalty imposed on the Company on account of the same) owing to non-compliance by you with GST laws and rules etc. framed thereunder including but not limited to the below:

- a) Non issuance of invoices on time;
- b) Issuance of invoice with incorrect / incomplete particulars;
- c) Invalid Invoice Reference Number (IRN) on E- invoice, if applicable
- d) Failure/delay in payment of taxes to the Government
- e) Failure/delay to upload the invoices relating to its transaction with Company on the GST portal
- f) Errors on your part in filing the returns; or
- g) Any other reasons due to your fault.

Provided further if you are not entitled to any further commission payments or GST due to non-provision/non-entitlement of commission as per these Terms and Conditions, due to which company is not able to adjust and recover the GST as per clause vi hereinabove then you hereby expressly agree and undertake to pay such amount of GST credit denied to the company along with interest and also hereby agree and undertake to abide by this conditions notwithstanding any legal provisions and limitations for payment of commission.

vii. You agree to indemnify the Company from time to time and at all times hereinafter, from and against any liability, payment, interest or any other or similar payment or liability etc. arising due to any fault on your part or mismatch report generated on account of non-compliance of filing of GST returns and / or details of outward supplies.

viii. In the event the GST department issues notices u/s 79 of the CGST/SGST Act to Company for remitting the moneys to the GST department that was payable by you to the GST department for recovery of the contested GST liability, Company would be completely indemnified by you for any losses, damages, costs, charges and expenses, suffered or incurred in pursuance of such proceeding.

ix. You acknowledge and agree that in case any scrutiny, audit, assessment or any other tax proceedings are initiated against the Company in respect to this Agreement, you shall fully support and co-operate with the Company by furnishing the relevant information and documents in a timely manner as may be required by the Company.

## **9. Confidentiality:**

You shall not at any time during your appointment or after its termination/cancellation, without the prior consent of the Company in writing, divulge, directly or indirectly, any knowledge, information, customer database or documents acquired by you in the course of your appointment concerning the business or affairs of the Company or its associates/group companies or clients or its insurance partners and which are in the nature of a trade secret or secret in other respects the disclosure of which will cause harm to the Company, its associates and/or clients/insurance business partners. You shall also not share the Company's customer database with any competitor or any third party and shall maintain strict confidentiality of the same. However, in the event of

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any breach or violation thereof, you shall be liable for the consequences and that you agree that you shall also fully indemnify the Company for any liability arising on account of your breach.

## **10. Intellectual Property Rights:**

All intellectual property rights (in the nature of trademark or copyright or any other right) in the brand name, product names, logos, designs, colour schemes, names, marks, designs, drawings, colour, artistic work / manner etc. (hereafter collectively referred as "Marks") shall vest exclusively and at all times with the Company or its business partners, as the case may be, and that you agree and undertakes not to set up an adverse claim at any time either during the term of his appointment as a POSP with the Company or at any time thereafter. You also agree and undertakes that it shall not allow the usage of Marks by any other third party. You may be permitted to use only such Marks in the course of providing services during your engagement with the Company as agreed to by the Company in writing. Where any such permission is given for use of one or more Marks, such permission will operate as a limited, revocable and non- exclusive permission for usage of such marks and shall be subject to conditions, limitations and restrictions as may be specified. The permissions granted or to be granted will not include the permission/right to assign, copy, modify merge, or transfer the Marks or any of them. You agree and undertake not to alter or modify any Marks or add any content to the Marks. You further agree not to remove, conceal or obliterate any copyright, credit line, dateline or other proprietary notice included in any document, Material, or other matter of Company or that belonging to the business partner of the Company. Any goodwill generated through your use of the Marks shall inure solely to the benefit of Company or its insurance business partners, as the case may be.

## **11. Usage of POSP Portal/Website of the Company:**

You understand that the Company provides certain information specific to you/ POSP on the POSP Portal. Company will provide, but without any obligation, a login ID and password to you to access contents specific to you/POSP on the POSP Portal. You agree that you shall be fully responsible for any action taken through the POSP Portal by using your login ID and password. In the event there is any unauthorized usage or access noticed by you, you shall immediately bring the same to the notice of the Company. Company will not be obliged to provide or pay for the cost of any internet connectivity, hardware and software that you may require for access to the POSP Portal and the same has to be borne by you. You further agree, confirm and undertake not to use the POSP Portal for any purpose other than the permitted purpose mentioned under these Terms and Conditions, and not permit any other person to access the POSP Portal through your own login ID and password.

## **12. Privacy Policy:**

You confirm and undertake that your appointment as a POSP is subject to the Privacy Policy and Terms of Use of the Company as amended from time to time. Our Privacy Policy and Terms of Use are located on the Website ([www.Assan One.com](http://www.Assan One.com)) and is incorporated into these Terms and Conditions by way of reference, and you agree to accept the terms of the Privacy Policy as a condition to your acceptance of these Terms of Service. In case of any liability arising on account of your breach to the terms of Privacy Policy, you shall be solely responsible for losses arising out of the same and also agree to fully indemnify the Company, its customers, clients/insurance business partners.

## **13. Termination of your Appointment by the Company:**

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13.1 Your appointment as a POSP may be terminated by the Company at any point in time by giving 7 days' notice, including but not limited to the following grounds:

- a) Failure of the POSP to attend the in-house training session as conducted by the Company
- b) Failure of the POSP to clear the examination as conducted by the Company;
- c) Conviction of a felony by POSP;
- d) Misappropriation (or failure to remit) any funds or property due to the Company from POSP;
- e) Violation of the provisions of the Insurance Act, 1938, Insurance Regulatory and Development Authority Act, 1999, or Rules and Regulations made thereunder, as amended from time to time;
- f) Failure to comply with the POSP- Code of Conduct as laid down by the Company;
- g) Failure to comply with, or violate, any of the terms of this appointment;
- h) Failure to furnish any information relating to your activities as a POSP as required/requested by the Company or the Authority;
- i) Furnishing wrong or false information, or concealing or failing to disclose material facts at the time of this appointment or during the period of its validity;
- j) Not submitting periodical returns as required by the Company/Authority;
- k) Not cooperating with the Company concerning any inspection or inquiry by the Authority;
- l) Failure to resolve the complaints of the policyholders or failing to give a satisfactory reply to the Authority in this regard.

13.2 The Company may terminate the appointment at any time without any prior notice:

- - On account of fraud or any offense or misconduct involving moral turpitude on your part, or
- - Where you are found to be indulged in any activity that could adversely impact the goodwill and reputation of the Company or its insurance partners or the interests of customers of the Company.
- - Any directions issued by the Authority;

13.3 The relationship between Company and you shall terminate immediately on the death of the POSP. However, in the case of the happening of any such event, the Commission due and payable to you in relation to the insurance products sourced by you prior to the event of death shall be transferred to the registered bank account with our Company.

13.4 Notwithstanding anything contained hereinabove, the Company may terminate your appointment with or without assigning any reason.

13.5 Upon cessation of your appointment in any manner whatsoever, you shall cease to carry on the activities as a POSP of the Company and the ancillary activities that you were authorized to do under these Terms and Conditions and shall not represent the Company in any manner. You shall forthwith return to the Company all sales/publicity/communication materials and confidential information pertaining to the Company or its customers/policyholders (including any copies thereof), identity card, etc., which are in your possession.

## **14.Surrender of your Appointment:**

Subject to the applicable laws and the terms and conditions set out herein you may surrender your POSP appointment, by giving 30 days' written notice to the authorized person/SPOC of the Company. In case of



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surrender of your appointment, Commission towards the services rendered by you prior to surrender, shall be payable subject to deduction of all applicable taxes, any recovery and/or penalty amounts.

## **15. Indemnity and Penalty:**

You hereby agree that he shall at your own cost and expense indemnify, defend and hold harmless Company and its officers, directors, representatives, its insurance business partners, from and against any and all expenses, costs, causes of action, proceedings, claims, demands, liabilities and damages, including reasonable attorney's fees, resulting from any unauthorized acts, or transaction or any negligent act, misrepresentation, misconduct, for breach of any intellectual property rights and confidentiality provisions of the Company, or of any third party which commences an action or makes a claim against the Company and such breach is attributable to the acts of omission/ commission by the insurance business partner of the Company, non-performance of these Terms and Conditions by you. Under no circumstances shall the Company be liable to you for any indirect, incidental, consequential, special or exemplary damages in connection herewith. You shall be responsible for ensuring full compliance with all applicable laws and shall indemnify and keep indemnified the Company from all actions, proceedings, claims, losses, damages costs and expenses which may be brought against or suffered or incurred by Company in connection with any failure by you in complying with applicable Laws. You shall be subject to such penalty as prescribed under Section 102 of the Insurance Act or any other Applicable Laws for any misconduct or any act or omissions on your part. The indemnities as aforesaid shall continue notwithstanding the termination of the relationship between you/POSP and the Company.

## **16. Relationship of Parties:**

This appointment shall not create any employee-employer relationship between you and the Company, in any manner whatsoever. Nothing in this appointment will be construed as creating any relationship such as joint venture, partnership, association of persons, employer-employee, principal-agent or franchisor-franchisee.

## **17. Governing law and Jurisdiction:**

These Terms and Conditions shall be construed, interpreted and governed by and in accordance with the laws of India. All disputes arising out of these Terms and Conditions and any document related hereto shall be subject to the jurisdiction of the courts of Thane, Maharashtra. Company may, however in its absolute discretion commence any legal action or proceedings arising out of the terms in any other court, tribunal or other appropriate forum and you hereby consent to such jurisdiction where the Company carries on its business.

## **18. Miscellaneous**

(a) Variation and Waiver: No variation or modification of any of these Terms and Conditions shall be valid unless the same shall have been made in writing by the Company. No waiver by either party hereto of a breach of any one or more of the provisions of these Terms and Conditions shall operate or be construed as a waiver of a previous or a subsequent breach whether of the same or of a different provision/s. A waiver by the Company shall not be valid unless it is in writing and is signed by the authorised officials of the Company. No failure or delay by the parties hereto in exercising any power or right hereunder shall operate as a waiver thereof nor shall any single or partial exercise of such power or right preclude any other further exercise thereof.

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(b) Further Assurances: In connection with these Terms and Conditions, as well as all transactions contemplated by Terms and Conditions, you agree to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.

(c) Notices: Operational, routine and business communications under these Terms and Conditions can be provided sent by email, in writing or by posting on the POSP Portal. Other notices, writing and communications under these Terms and Conditions may be delivered by hand, registered/speed post, or courier service to the addresses of the parties as available on the POSP Portal/registered with the Company (in case of POSP). Notice will be deemed to be delivered:

- in the case of notice or any communications by email, upon completion of transmission,
- in the case of posting on the POSP Portal, upon such posting.
- in the case of hand delivery or registered/speed post or courier service, 3 (three) business days after mailing by courier.

(d) Severability: Any provision of these Terms and Conditions which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of the Terms and Conditions or affect such provision in any other jurisdiction.

(e) The rights granted in these Terms and Conditions are personal. You shall not assign, sub-license or otherwise transfer any of your rights under these conditions.

(f) In addition, to these Terms and Conditions, you shall also be governed by Terms of Use and Privacy Policy of our Website <https://www.assanone.com> With regards to any conflict of provisions, the terms/provisions of these Terms and Conditions shall prevail only to the extent of such conflict.

## **POSP - Code of Conduct**

### **Every POSP shall:**

1. Submit his/her copy of PAN Card to the Company for the purpose of appointment as a POSP.
2. Show your identity card to the Prospect/Customer, and also disclose the POSP appointment letter to the Prospect on demand;
3. Disseminate the requisite information in respect of insurance products (POS Products) offered for sale by the Insurer partners of the Company and take into account the needs of the Prospect while recommending a specific insurance plan;
4. Disclose the scales of commission in respect of the insurance product offered for sale, if asked by the Prospect;
5. Indicate the premium to be charged by the Company for the insurance product offered for sale;
6. Explain to the Prospect the nature of information required in the proposal form by the Insurer partner of the Company, and also the importance of disclosure of material information in the purchase of an insurance



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policy/cover;

7. Bring to the notice of the Company/its insurer partner every fact about the Prospect relevant to insurance underwriting, including any adverse habits or income inconsistency of the Prospect, within the knowledge of the POSP, along with every proposal submitted to the Company/its insurer partner wherever applicable, and any material fact that may adversely affect the underwriting decision of the insurer as regards acceptance of the proposal, by making all reasonable enquiries about the Prospect;
8. Obtain the requisite documents at the time of filing the proposal form with the insurer partner of the Company; and other documents subsequently asked for by the insurer for completion of the proposal;
9. Advise every Prospect to effect nomination under the policy;
10. Inform the Prospect about the acceptance or rejection of the proposal by the Insurer partner;
11. Render necessary assistance and advice to every policyholder introduced through him/her on all policy servicing matters including assignment of policy, change of address or exercise of options under the policy or any other policy service, wherever necessary;
12. Wherever required, render necessary assistance to the policyholders or claimants or beneficiaries in complying with the requirements for settlement of claims by the Insurer;
13. Conduct your dealings with Prospect with utmost good faith and integrity at all times;
14. Act with care and diligence;
15. Ensure that the Prospect understands his relationship with the Company as an insurance intermediary and the relationship with its Insurer partners;
16. Treat all information supplied by the Prospect as completely confidential to themselves and to the Company to which the business is being offered; and take appropriate steps to maintain the security of confidential documents in their possession;
17. Give adequate pre-sales and post-sales information to the insured in respect of the insurance product;
18. Give due disclosure to the Prospect/Customer to the fact that the POSP does not underwrite the risk or act as an Insurer;
19. Ensure that the client is aware of the expiry/renewal due date of the insurance even if it chooses not to offer further cover to the Prospect.
20. Explain to the clients their obligation to notify claims promptly and to disclose all material facts and advise subsequent developments as soon as possible;
21. Attend all meetings, workshops, trainings and briefings conducted or arranged by the Company to create/enhance awareness as to the various insurance products that can be sold through the POS-distribution channel and any other matter of relevance to them of which reasonable notification has been given.
22. Advise the clients to make true, fair and complete disclosure where it believes that the customer has not done so;
23. Forward any information received from the client regarding a claim or an incident that may give rise to a

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claim to the Company without delay, and in any event within 24(twenty four) hours;

24. In case of any complaints from the clients/policyholders, immediately forward the same to the Company and inform the complainant of what he may do/recourse available if he is unhappy with the response;

25. Has the necessary qualification power or authority and the legal right to conduct the business/provide unprejudiced services to the company in respect of all or any of the functions;

26. Represent and warrant that you have never been convicted of any crime involving moral turpitude and is not disqualified as per section 42D(5) of the Insurance Act and remains Fit and Proper;

27. Will diligently and to the best of its ability ensure that the facts set forth by any applicant/prospect in any application it solicits are true and correct;

28. Act solely as an independent contractor, subject to the control and guidance of the Company, and as such, shall ensure compliance on all Company policies as informed and amended from time to time. Nothing herein contained shall be construed to create the relationship of employer and employee between POSP and Company;

29. Shall maintain proper records and reports of its activities under in a manner as mutually agreed upon with the Company and in a manner as prescribed by the IRDAI;

30. Ensure that there are proper encryption and security measures to prevent any hacking into the information/data pertaining to transactions contemplated under this Agreement. POSP shall adhere to the appropriate security norms including but not limited to the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 as amended from time to time;

31. Shall not share any information of the clients and the Company with others without prior written permission of the Company;

## **32. No POSP shall:**

a. Solicit or procure insurance business without being appointed to act as such by the Company;

b. Induce the Prospect to omit any material information in the proposal form;

c. Induce the Prospect to submit wrong information in the proposal form or documents submitted to the Company/its insurer partner for acceptance of the proposal;

d. Resort to multilevel marketing for soliciting and procuring insurance policies and/or induct any Prospect/policyholder into a multilevel level marketing scheme.

e. Behave in a discourteous manner with the Prospect;

f. Interfere with any proposal introduced by any other point of sales person(s) associated with the company;

g. Offer different rates, advantages, terms and conditions other than those offered by the insurer under the insurance product;

h. Demand or receive a share of proceeds from the beneficiary under an insurance contract;

i. Force a policyholder to terminate the existing policy and to effect a new policy from him within three years

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from the date of such termination of the earlier policy;

j. Apply for fresh appointment to act as an POSP, if his appointment was earlier cancelled/terminated by the designated official by the Company;

k. Make to the Prospect any misrepresentation on policy benefits and returns available under the insurance plan/product;

l. Become or remain a director of any Insurer/ Insurance Intermediary licensed by the IRDAI;

m. Violate the provisions of Prevention of Money Laundering Act, Anti Money Laundering Guidelines and any other regulations, guidelines, circulars, clarifications, instructions or directions issued by any authority from time to time and any other laws applicable from time to time;

n. Indulge in any sort of money laundering activities;

o. Indulge in sourcing of business by themselves or through call centers by way of misleading calls or spurious calls;

p. Engage untrained and unauthorized persons to bring in business;

q. Force the Prospect to buy an insurance product;

r. Provide insurance consultancy or claims consultancy or any other insurance related services except soliciting and servicing of insurance products as per the terms herein in relation to POSP Products.

s. Work at individual level or with Insurers/ Insurance Intermediaries in the same business category or hold similar position with another Insurers/ Insurance Intermediaries;

t. Publish any advertisement material without the prior written approval of the Company;

u. Engage, encourage, enter into a contract with or have any sort of arrangement with any person, to refer, solicit, generate lead, advise, introduce, find or provide contact details of prospective policyholders in furtherance of the distribution of the insurance product;

v. Pay or allow the payment of any fee, commission, incentive by any other name whatsoever for the purpose of sale, introduction, lead generation, referring or finding to any person or entity;

w. Mis-sell a policy to a Prospect;

x. Not do any claim consultancy and any if such opportunity that comes to the POSP, he shall be further obliged to bring the same to the notice of the Company within 24(twenty four) hours for its further action;

y. Engage or employ anyone as canvassers or agents for soliciting the insurance business.

### **33. As a POSP, you further agree and undertake to abide by the following:**

a. You shall neither allow or offer to allow, either directly or indirectly, as an inducement, to a Prospect or a policyholder to take out or renew or continue a policy, any rebate of the premium payable under the policy or of the commission payable to him nor shall offer any other rates, advantages, terms or conditions than those offered by Insurer (Section 41 of the Insurance Act). You specifically confirm your awareness of and continued adherence to the provisions of Section 41 of the Act, breach of which clause shall entitle the Company to

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terminate your appointment as a POSP immediately without any notice.

b. You shall not obtain/seek/provide/give undue favors or graft from/to any employee of the Insurer or the Company or any other point of sales person or any person, Prospect or policyholder of Insurer.

c. You shall not accept/give gift/cash from/to any employee of Insurer/ Company or any POSP or any person, customer or policyholder of Insurer in connection with any matter or dealing concerning with this arrangement.

d. In the event of violation of Code of Conduct or any of the regulations/guidelines / operating instructions of the Company, Insurer, IRDAI or upon any commission or omission which constitutes a malpractice, by you, Company shall be entitled, without prejudice to its right to terminate you, to warn you or require you to take any steps or do any act in rectification of any such act, and you hereby agree to act in accordance with any such communication made by the Company.

e. You shall be responsible for the accuracy, truthfulness and completeness of the information furnished by you with regards to the proposal forms logged/submitted by you or otherwise made available to the Company in respect of any proposal.

f. You shall be solely responsible in the event of any fraud perpetuated by you or you are found to be colluding with fraudsters against the Company, Insurer partners and its clients/policyholders/prospects, and shall indemnify for any losses, damages, expenses, penalties etc. whether directly or indirectly, suffered or incurred by the Company as a result of such fraud/fraudulent activities.

g. You shall, promptly and in any case not later than the time stipulated and communicated to you by the Company and/or its Insurer partners to transmit to the concerned office of Insurer all proposals for insurance and all other documents procured or received by or called for from it. This would include but shall not be restricted to customer's/policyholder's proposal forms, supporting or other documents, information, payment instruments, letters/communications addressed to Insurer and documents relating to assignment/nomination.

h. You shall carry out soliciting activities for POS Products and discharge your obligations under the POSP Terms and Conditions in accordance with Company's business objectives and with particular regard to the Company image and standing in the industry.

i. You shall observe, follow and comply with all the communications, directions and instructions given by the Company from time to time, either generally or with particular reference to you. Such communications, directions and instructions may be sent by courier, email, post, may be posted on the Website or through any other mode.

j. You shall discharge your obligations, in compliance with the Applicable Law as in force from time to time.

k. You shall not solicit or procure insurance business for or promote the sales or distribution of the Insurance products of any other Insurance company/insurance intermediary or seek or obtain or commence any employment in any other Insurance company/insurance intermediary so long as you are acting as a POSP for the Company.

l. You are not entitled to assign your rights and obligations hereunder to any person/third party whatsoever.

m. You will comply with all applicable current and future TRAI regulations in respect to Unsolicited Commercial Communications issued by TRAI from time to time. The POSP will solely be liable for any breach of the said

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regulations.

## **Branding and Advertising Guidelines**

I hereby confirm and agree to the following for using the brand name, logo and other trademarks of Assan One Insurance Broker Private Limited.

1. I shall strictly adhere to the Do's and Dont's, as prescribed by the Company for usage of logo and brand name of the Company.
2. I agree to indemnify and hold harmless the Company from any claims including third party claims or any actions including regulatory actions taken on the Company due to any non-adherence of the undertakings specified above by me.
3. I agree that any disputes between me and the Company, with respect to the above stated undertakings shall be subject to the exclusive jurisdiction of the courts of Thane, Maharashtra.
4. I confirm that I have clearly understood the above mentioned conditions and agree to be bound by the same out of my free will and without any fear, favour, coercion, misrepresentation, or undue inducement.

## **Declaration**

I, as a POSP appointed by the Assan One Insurance Brokers Pvt. Ltd (Company), accept all the Appointment Terms and Conditions, including the Code of Conduct and I undertake to comply with the same in letter and spirit. I also hereby declare that a copy of the Appointment Terms and Conditions has been made available to me under Dashboard on the POSP Portal of the Company.

I hereby declare that all information has been voluntarily furnished and is true, correct and complete in nature. I shall not hold Company or its employees, representatives responsible in case of any incorrect information provided by me.

I agree to notify the Company promptly of any changes to the information provided above. I shall abide by the Company's policy and decision with respect to the amount payable to me. I agree that the Company reserves right to change the payouts/commission with or without any prior notice. I hereby authorise the Company to deduct applicable TDS from the payout/commission.

I further submit voluntarily at my own discretion, my identity proof (s) to the Company, for the purposes of establishing my identity and empanelment as a Point of Sale Person (POSP) in accordance with the applicable legal framework.

I further confirm that I am not a Related Party under the meaning of the Companies Act, 2013 and any rules thereto and undertake to disclose the same forthwith to the Company in the event if I become a Related Party.

***Disclaimer: The Company reserves the right to change/ modify this Code of Conduct from time to time.***