

**SALES EXECUTIVE AGREEMENT**

This Agreement shall replace and supersede any prior agreement signed between the Company and the Sales Executive. IN WITNESS WHEREOF, the parties hereto have agreed to execute a new agreement on this ..... Day of .....Month, ..... Year at (Place).....

BETWEEN: Royal Insurance Corporation of Bhutan Limited (RICB), a company incorporated under the companies act of the Kingdom of Bhutan 2000, having its registered office at Norzin Lam, Post Box No,315, Thimphu (hereinafter referred to as “the COMPANY”)

AND: Mr./Mrs./  
Miss .....  
bearing Citizenship Identity Card No..... of  
..... Village under.....  
Gewog,..... Dzongkhag, hereinafter called the  
“Sales Executive” of the Company witnessed as follows;

WHERE AS:  
The Sales Executive having applied to the Company for appointment as an Sales Executive of the Company to sell Life, Non-Life, and Annuity businesses or other businesses as may be duly authorized by the Company from time to time, and the Company having accepted to appoint Mr./Mrs./Miss..... As the Sales Executive of the Company and the Sales Executive having agreed to abide by the terms and conditions of appointment as mentioned hereunder;

1. The duty of the Sales Executive is to solicit and procure proposals from individuals who qualify for insurance coverage as per the insurance regulations of the Company. They are also tasked with keeping policies in effect by collecting premiums as they become due.
2. The Sales Executive shall be honest, sincere and transparent to the client and the Company and shall comply with all instructions issued by the Company.

3. Their duty is confined to procurement of insurance business and assisting the policyholders in renewing their policies and keeping them active. Any statement or representation made in contravention of the regulations issued by the Company shall be unauthorized. Similarly, any deviation from the Company's written communications shall be considered unauthorized.
4. The Sales Executive shall explain the information requirements to the prospect, and communicate the importance of disclosing any relevant material fact by the prospect during the purchase of an insurance contract.
5. The Sales Executive shall report every relevant fact concerning the prospect which may affect the underwriting decision, including existing illnesses, lifestyle habits or inconsistencies in income generation. The Sales Executive shall make all reasonable inquiries about the prospect, and create a report called "Sales Executive's Confidential Report", by making all reasonable inquiries about the prospect.
6. The Sales Executive shall obtain the mandatory documents at the time of filling the proposal forms with the prospects and may procure other documents required for the completion of the proposal;
7. The Sales Executive shall render assistance and advice to policyholders on policy servicing matters including assignment of the policy, change of address or exercise of options under a particular policy or any other policy service;
8. The Sales Executive shall render assistance to the policyholders or claimants or beneficiaries to meet compliance requirements for settlement of claims by the insurer;
9. The Sales Executive shall not deduct the commission payable to him/her from the premium amount collected by him/her at the source;
10. The Sales Executive shall not act as a Sales Executive for another insurance company;
11. The Sales Executive shall not appoint sub-sales executive to represent the Company in dealings with the client or solicit any insurance business or carry out any insurance selling or collect premium from the client;
12. The Sales Executive shall only use promotional, and marketing materials provided by the Company. He/she shall not use any unapproved marketing materials.

13. The Sales Executive shall assist in premium collection, deposit of premiums, delivery of insurance documents, renewal or revival of policies. He/she shall deposit the premium to the nearest RICB Branch Office within seven days from the date of receipt of the premium from the proposer/policyholder.
14. The Sales Executive shall ensure remittance of the premiums by the policy- holder within the stipulated time, by giving notice to the policyholder orally or in writing.
15. The Sales Executive shall not induce the prospective to submit wrong information in the proposal form or documents submitted for the proposal.
16. The Sales Executive shall discharge their duties to their clients and insurer with Integrity.
17. The Sales Executive should report to any Branch Managers once every three (3) months and provide updates on the status of LD money receipts used/unused. If the Sales Executive fails to comply with this requirement, the Sales Executive commission shall be withheld until the receipts are verified. Moreover, if the money receipt is lost/stolen, he/she should immediately notify the Company in writing.
18. The Sales Executive shall not at any time or in any manner, either directly or indirectly, disclose or communicate to any person, firm, company, or other entity in any manner whatsoever, any information concerning any matters affecting or relating to the business of the Company or any of its customers.
19. The Sales Executive shall be responsible for delivering insurance policies procured by them & updating their necessary information (such as mobile number, change in address, etc.) if any to the nearest RICB Branch Office/Corporate Office.
20. The Sales Executives shall be responsible for checking the policy status of the business procured by them and reviving of the same if the policy has lapsed.
21. Subject to provision 10, the Company shall not restrict the Sales Executive from obtaining employment with any other agency.
22. The insurance policy, including any renewal thereof or any endorsements thereon shall not come in force until the premiums have been duly received by the Company and the Company shall not be liable for the payment of the claim for non-receipt of premium from the Sales Executive.

23. Where there is a claim during a period of non-receipt of the premium from a Sales Executive, the Sales Executive shall be liable for such compensation and not the Company.
24. The Sales Executive shall be held accountable for any allegations arising in connection to his/her lapses in due diligence efforts.
25. The Sales Executive shall use all measures to protect him/herself from any repercussion.
26. The Agreement shall be terminated if the Sales Executive transgresses the rules and regulations; or if the Sales Executive acts contrary to any instructions passed by the Company; or if the Sales Executive's acts are deemed to be prejudicial to the interest of the Company.
27. The Agreement shall be terminated if the Sales Executive becomes subject to any of the grounds for disqualification enumerated below;
28. a) If he/she is convicted of a crime.
29. b) If it is found that he/she knowingly participated in any fraud, dishonesty or misrepresentation against the insured or the Company.
30. c) If he/she has given wrong information or testimonials during the time of appointment.
31. d) If he/she commits any act presumed to damage the image of the Company or any act against the TSA WA SUM.
32. e) If he/she colludes with the employees of the Company to gain personal and financial benefits and credits, direct business into their Sales Executive code.
33. f) The Sales Executive does not procure any business for Twelve (12) consecutive months in a year in any line of business,
34. g) If the Sales Executive misuses the client's insurance premium or any other monetary deposits directed to the Company.
35. h) If Sales Executive indulges in malpractice, embezzlement, fraud in relation to insurance premiums or in soliciting insurance business.
36. After termination of the Agreement, the Sales Executive shall cease to represent the Company. Once terminated, the commission accrued till the date of the termination shall be payable and any future commission shall be forfeited irrespective of the size of the business procured for the Company in the past or during the time he/she was any Sales Executive for the Company. All the business shall be converted to direct business.

37. If the Sales Executive voluntarily terminates/cancels his/her Agreement, he/she shall give one month's notice in writing to the Sales Executive Administrator/Branch Manager concerned. All documents issued during the appointment shall be surrendered to the Sales Executive Administrator/Branch Manager concerned. The accrued commission, if any, shall be payable to the Sales Executive and future commission shall remain forfeited.
38. The Commission shall be paid as per the commission Annexures in guidelines for the business procured by the Sales Executive, monthly for life, non-life and annuity. The percentage of commission stated above is on the amount of premium collected and not on the sum assured or sum insured.
39. No commission shall be paid for Non-Life Insurance business, if the business falls under compulsory insurance or the insurance is a requirement under the state.
40. If the Sales Executive wishes to terminate the Agreement, he/she shall provide one month's notice in writing to the Company.
41. The Sales Executive should produce a surety acceptable to the Company, who in all circumstances will be liable for any misappropriation of premium monies collected by the Sales Executive. Sureties are responsible for refunding all monies sanctioned as the loan, or paid as advance to the Sales Executive, whose Agreement is terminated for their involvement in a fraudulent act.
42. The above terms of appointment and the rates of Commission shall be reviewed and varied by the Company, giving due intimation to that effect.
43. The Sales Executive shall attend at least three (3) days of training with the Company and must pass the prerecruitment exam to qualify for an appointment as Sales Executive.
44. The Sales Executive shall also attend any other professional development training program initiated or conducted by the Company.
45. This agreement shall be valid for three (3) years from the day of signing and subject to renewal.
46. Any dispute arising between the Sales Executive and the Company shall be referred to the Royal Court of Justice, Thimphu and dealt as per the Law of the Kingdom of Bhutan.

47. In compliance with the above terms and conditions, the Sales Executive and the authorized signatory of the Company have set their hands on this .....Day of the ..... Month of the Year ..... duly witnessed by the persons mentioned below.

(For the Company)  
Signature:  
Authorized Official Name:

(Sales Executive)  
Signature:  
Mobile:

Witness:  
Name:  
CID No: .....(attach copy)  
Address:

Witness:  
Name:  
CID No: .....  
Address: