

# Request to Transfer Portfolio



1. This request is made to AIA Services New Zealand Limited (**AIA**) by:

(company number ) (**Transferor**)

(Insert the full legal name as per your financial adviser agreement with AIA for who is transferring the Portfolio. Trading names and personal names cannot be accepted if your agreement is held by a company.)

(company number ) (**Recipient**)

(Insert the full legal name as per your financial adviser agreement with AIA for who will be receiving the Portfolio. Trading names and personal names cannot be accepted if your agreement is held by a company.)

2. In this request form, the Transferor and the Recipient are called the “**Requesting Parties**”.

## Transfer of Portfolio

3. The Transferor wishes to transfer to the Recipient its right to receive Renewal Commission, Asset Commission and Trail Commission (as defined in the Transferor’s financial adviser agreement with AIA) in respect of the products detailed below (**the Transferring Portfolio**). This transfer is called “**the Transfer**”.

4. The Requesting Parties hereby request AIA to implement the Transfer on  or as soon as is reasonably practicable for AIA.  
(insert proposed transfer date)

5. For the purposes of this request form, the “**Implementation Date**” will be the date on which AIA implements the Transfer, whether that is the date specified in clause 4 above or a later date.

6. AIA retains all relevant rights and discretion related to transfers and sales of portfolio conferred on it by the financial adviser agreements between it and the Requesting Parties. Nothing in this request form obliges AIA to implement the Transfer.

7. The Requesting Parties accept that if AIA implements the Transfer, then as from the Implementation Date:

- (a) the Transferor’s right to Renewal Commission, Asset Commission and Trail Commission associated with the Transferring Portfolio will pass to the Recipient. This includes any deferred commission, indexation and revival commission. Any commission-split arrangements involving the Transferring Portfolio will cease;
- (b) any commission of the sort referred to in sub-clause (a) that becomes payable by AIA will be credited to the Recipient’s commission account subject to and in accordance with the Recipient’s financial adviser agreement with AIA;
- (c) the Recipient will be liable to AIA for any commission debits or other write-back of commission associated with the Transferring Portfolio. If following the Implementation Date any such commission debit or write-back is applied to the Transferor’s commission account, the Transferor will notify AIA and AIA will, as soon as is reasonably practicable, remove it and apply it to the Recipient’s commission account instead; and
- (d) AIA will recognise the Recipient as the servicing adviser for all products in the Transferring Portfolio for which, according to AIA’s systems, the Transferor (or any of its employees, sub-contractors or associates) is the servicing adviser.

8. If Option A or Option B is selected below, the Transferor will receive any ‘initial’, ‘up-front’ or ‘new- business’ commission (excluding any indexation commission) that may be payable by AIA in respect of any applications that may be submitted by or on behalf of the Transferor under the listed agencies and accepted by AIA prior to the Implementation Date, but any AIA products resulting from such accepted applications will form part of the Transferring Portfolio.

## Warranties and indemnities

9. The Requesting Parties:

- (a) agree that AIA is entitled to rely on the information contained in this request form and implement the Transfer on or after the date specified in clause 4 above without further notice;
- (b) warrant that any third parties with an interest in the Transfer have consented to the implementation of the Transfer by AIA;
- (c) accept full responsibility for any errors or omissions in the information and instructions contained in this request form and any other information or instructions that may be provided by them or their agents in connection with the Transfer; and
- (d) agree to indemnify AIA on a joint and several basis against any costs, losses and expenses that may be incurred by AIA in connection with any errors or omissions in the information provided by either of them or their agents in connection with the Transfer, and any claims that may be made against AIA in connection with the implementation of the Transfer (including but not limited to AIA’s legal costs on a solicitor/client basis).

### Use of the request form

10. This request form is not a sale and purchase agreement or a business transfer agreement. There may be other matters relevant to the Transfer that are not dealt with in this request form. AIA recommends that the Requesting Parties seek independent professional advice in relation to the Transfer.
11. AIA gives no warranty in respect of this request form or its suitability or fitness for any particular purpose. All such warranties are excluded. The request form is not to be construed as any kind of advice, recommendation, approval or endorsement by AIA in relation to the Transfer or any other transaction or arrangement whatsoever.

### Products that are included in the Transfer:

(Tick option A, B or C below)

Option A

All products in the Transferor's AIA agencies on the Implementation Date (includes all products in sub-agencies held by the Transferor's employees, sub-contractors and associates)

Option B

The products in the following agencies on the Implementation Date:

(List agency numbers or attach a list)

Option C

The following products:

(List policy numbers or attach a list)

**Signed by the Transferor:**

**Sign here if you are a sole trader or a company with one director:**

Sole Trader / Director (print name)

Sole Trader / Director (signed)

Date

DD/MM/YYYY

**OR**

**Sign here if you are a company with two or more directors:**

Director 1 (print name)

Director 1 (signed)

Date

DD/MM/YYYY

Director 2 (print name)

Director 2 (signed)

Date

DD/MM/YYYY

**Signed by the Recipient:**

**Sign here if you are a sole trader or a company with one director:**

Sole Trader / Director (print name)

Sole Trader / Director (signed)

Date

DD/MM/YYYY

**OR**

**Sign here if you are a company with two or more directors:**

Director 1 (print name)

Director 1 (signed)

Date

DD/MM/YYYY

Director 2 (print name)

Director 2 (signed)

Date

DD/MM/YYYY

