

Addendum to the Membership Regulations of the Hong Kong Confederation of Insurance Brokers:-

1.2:

These Regulations were first made on 11 February 1993 and were subsequently amended on 14 December 1993, 26 October 1995, 10 December 1996, 10 October 2006, 10 August 2010, 17 October 2012, 15 January 2013, 11 June 2013 and 8 April 2014 respectively.

本規則首先於 1993 年 2 月 11 日制定，其後修訂於 1993 年 12 月 14 日、1995 年 10 月 26 日、1996 年 12 月 10 日、2006 年 10 月 10 日、2010 年 8 月 10 日、2012 年 10 月 17 日、2013 年 1 月 15 日、2013 年 6 月 11 日及 2014 年 4 月 8 日。

3.1:

Without prejudice to Regulation 3.3, Members shall at all times act in accordance with and comply with these Regulations and the Code of Conduct. The Members shall also satisfy the General Committee of compliance with the Regulations and the Code of Conduct when requested to do so.

在不影響第 3.3 項的情況下，會員公司須時刻遵守本規則及遵守由常務委員會頒佈的任何專業守則。會員公司亦須履行常務委員會對會員公司恪守這規則及專業守則的要求。

3.3:

These Regulations and the Code of Conduct are applicable to all Members and their Directors, Controllers, Chief Executives, Technical Representatives and all other Employees of such Members. Members shall take all reasonable steps to ensure that all such persons are aware of these Regulations and the Code of Conduct.

本規則及專業守則適用於所有會員公司及其董事、控權人、行政總裁、業務代表及會員公司所有其他僱員。會員公司需採取所有合理的步驟，以保證他們對本規則及專業守則有充份的認識。

3.6:

A Member and its Directors, Controllers, Chief Executive, Technical Representatives and Employees shall co-operate with the Confederation and provide such information as the Confederation may require from time to time for the performance of its duties as a body of insurance brokers approved under Section 70 of the Insurance Companies Ordinance.

會員公司及其董事、控權人、行政總裁、業務代表及僱員須與聯會合作，向聯會提供所需資料，以確保聯會履行根據條例第70條作為獲認可之保險團體的責任。

3.7:

Notwithstanding any other provision of these Regulations, a Member shall, and shall procure that its Directors, Controllers, Chief Executive, Technical Representatives and Employees shall comply with all laws and regulations in Hong Kong and the Minimum Requirements specified by the Insurance Authority under section 69(2) and 70(2) of the Insurance Companies Ordinance.

除聯會規則各項條文外，會員公司及其董事、控權人、行政總裁、業務代表及僱員必須遵守香港所有法律規例及保險業監督依據保險公司條例中第69(2)及70(2)項的最低要求。

3.8:

Breach of any of these Regulations or the Code of Conduct may constitute a violation of Article 23 of the Articles by the Member concerned. The breach may also reflect adversely on the fit and proper status of the Directors, Controllers and Chief Executive of the Member concerned, or that of the Technical Representative involved. Any alleged breach or violation of the Regulations or the Code of Conduct shall be dealt with in accordance with the Articles.

違反本規則的任何一項或聯會的任何專業守則者，即觸犯聯會章程細則第 23 條。有關違規事宜亦對涉案會員公司的董事、控權人及行政總裁或涉案業務代表是否仍為適當人選有不利影響。任何有關違反本規則或專業守則的指控將按章程細則處理。

3.9:

A Member and its Directors, Controllers, Chief Executive, Technical Representatives and Employees shall subject themselves to the jurisdiction of the Disciplinary Committee and that of the Disciplinary Appeals Committee of the Confederation and shall supply such information and attend upon such hearing of the Disciplinary Committee or its Investigation Board as may be directed by the Disciplinary Committee in accordance with the Articles.

會員公司及其董事，控權人，行政總裁，業務代表及僱員須接受聯會之紀律委員會及紀律上訴委員會的管轄，及須提供有關資料並出席紀律委員會的聆訊，或按照章程細則，出席由紀律委員會所指派的調查委員會所舉行的聆訊。

4.2:

Without limiting the criteria set out in Regulations 4.1.1 to 4.1.4, the following events and matters would likely give rise to a concern in respect of the fit and proper status of a person:

在不限制第 4.1.1 至 4.1.4 項的一般性的原則下，以下事件及情況將對一個人是否為適當人士，引起關注：

7.3:

In respect of Directors and Controllers:-

7.3.1 A Member shall inform the Confederation in writing of the appointment and resignation of any Director within 14 days of such appointment or resignation.

7.3.2 A Member shall ensure that it has at least one director who is a natural person. When a Member has only one natural person as a director and that person ceases to be a director, the Member shall appoint another natural person as a director within 21 days of the said cessation.

7.3.3 Directors of a Member shall forthwith inform the Confederation in writing of any changes in their circumstances affecting their fit and proper status.

7.3.4 A Member shall inform the Confederation in writing of the addition and cessation of any Controller within 28 days of such addition or cessation.

7.3.5 Controllers of a Member shall forthwith inform the Confederation in writing of any changes in their circumstances affecting their fit and proper status.

就董事及控權人而言

7.3.1 會員公司須於任何董事委任及辭任後的 14 天內以書面通知聯會該項委任或辭任。

7.3.2 會員公司須確保其有最少一位屬自然人的董事。當會員公司只有一位自然人為董事，而該人士離任董事時，會員公司須在該人士離任後的 21 天內委任另一位自然人為董事。

7.3.3 會員公司董事的適當人選狀況如有改變，須隨即以書面通知聯會。

7.3.4 會員公司須於任何控權人加入或離任後的 28 天內以書面通知聯會該項加入或離任。

7.3.5 會員公司控權人的適當人選狀況如有改變，須隨即以書面通知聯會。

Membership Regulation 7.3.2 shall be with effect from 3 September 2014.

THE HONG KONG CONFEDERATION OF INSURANCE BROKERS

MEMBERSHIP REGULATIONS

1. Introduction

- 1.1 These Regulations are made pursuant to Article 5A of the Articles of Association of the Hong Kong Confederation of Insurance Brokers.
- 1.2 These Regulations were first made on 11 February 1993 and were subsequently amended on 14 December 1993, 26 October 1995, 10 December 1996, 10 October 2006, 10 August 2010, 17 October 2012, 15 January 2013, 11 June 2013 and 8 April 2014 respectively.
- 1.3 The General Committee is authorized to review and amend these Regulations from time to time. (previously as Regulation 15.1)

2. Definitions and Interpretation

- 2.1 In these Regulations, the following expressions shall have the following meanings:

| | |
|--------------------------------------|--|
| "Articles" | means the Articles of Association of the Confederation. |
| "Acceptable Insurance Qualification" | means any one of the qualifications listed in Annex A. |
| "Chief Executive" | means an individual who complies at least with the requirements laid down in these Regulations and who is registered as a Chief Executive in the sub-register of Chief Executives and Technical Representatives. |
| "Client Account" | means a current or deposit account maintained with a financial institution duly authorized under the Banking Ordinance (Chapter 155, Laws of Hong Kong) in the name of the insurance broker and in the title of which the word "client" appears. |
| "Compliance Report" | means a compliance report issued by a Member's auditor as provided for in Regulation 13.1.2. |
| "Confederation" | means the company registered as The Hong Kong Confederation of Insurance Brokers (香港保險顧問聯會). |
| "Controller" | means in relation to a Member (a) a managing director of a Member or of a body corporate of which the Member is a Subsidiary; or (b) a chief executive of a Member or of a body corporate of which the Member is a Subsidiary; and (c) a person (i) in accordance with whose directions or instructions the directors of a Member or a body corporate of which the Member is a Subsidiary are accustomed to act; (ii) who, alone or with |

| | |
|-----------------------------------|---|
| | any associate or through a nominee, is entitled to exercise, or control the exercise of, 15% or more of the voting power at any general meeting of a Member or of a body corporate of which the Member is a Subsidiary. |
| "Code of Conduct" | means the Code of Conduct of the Confederation as adopted by resolution of the General Committee. |
| "CPD Programme" | means the Continuing Professional Development Programme under the Insurance Intermediaries Quality Assurance Scheme promulgated by the Insurance Authority. |
| "Customer Protection Declaration" | means the Customer Protection Declaration referred to in the Code of Practice for Life Insurance Replacement issued by The Hong Kong Federation of Insurers. |
| "Complaint" | means any matter referred to in Article 28 of the Articles of Association of the Confederation. |
| "Director" | means any person appointed to the board of directors of a Member company or prospective Member company. |
| "Employee" | means any person employed by a Member. |
| "Fit and Proper Person" | means a person who fulfils the criteria set out in Section 4. |
| "General Committee" | means the general committee for the time being of the Confederation appointed or elected pursuant to the Articles. |
| "Group of Companies" | has the meaning given that term in Section 2(1) of the Companies Ordinance (Chapter 32, Laws of Hong Kong). |
| "Insurance Authority" | means the Insurance Authority appointed under Section 4 of the Insurance Companies Ordinance. |
| "Insurance Brokerage Income" | means brokerage or fee income derived from advising on or arranging any contract which contains an element of insurance, irrespective of the extent of such insurance element. |
| "Insurance Companies Ordinance" | means the Insurance Companies Ordinance (Chapter 41, Laws of Hong Kong). |
| "Line of Business" | means either one of the following insurance classes (as such terms are defined in the Insurance Companies Ordinance): (a) General; (b) Long Term (excluding Linked Long Term); (c) Long Term (including Linked Long Term). |

| | |
|--|--|
| "Member" | means a member of the Confederation. |
| "Qualifying Examination" | means the examination introduced by the Insurance Authority under the Insurance Intermediaries Quality Assurance Scheme. |
| "Register of Members" | means the register of Members maintained by the Confederation. |
| "Registration Number" | means the unique number assigned by the Confederation to each Chief Executive or Technical Representative. |
| "Regulations" | means these Membership Regulations. |
| "Sub-register of Chief Executives and Technical Representatives" | means the register kept by the Confederation of persons who are Chief Executives or Technical Representatives. |
| "Subsidiary" | has the meaning given that term in Section 2(4) of the Companies Ordinance (Chapter 32, Laws of Hong Kong). |
| "Technical Representative" | means an individual who complies at least with the requirements laid down in these Regulations and is an individual who provides advice to a policy holder or potential policy holder on insurance matters for a Member, or negotiates or arranges contracts of insurance in or from Hong Kong on behalf of a Member for a policy holder or potential policy holder and who is registered as a Technical Representative in the sub-register of Chief Executives and Technical Representatives. |

2.2 In these Regulations:

- 2.2.1 words importing one gender only shall include the other gender;
- 2.2.2 words stated in the singular may apply in the plural or vice versa;
- 2.2.3 a reference to an Article, a Regulation or an Annex is a reference to an article of the Confederation's Articles, or a regulation of or an annex to these Regulations;
- 2.2.4 any terms not defined shall have the meaning(s) (if any) set out in the Articles; and
- 2.2.5 Any Articles, Regulations, Ordinance or Annex or any definitions shall apply in such terms as amended from time to time.

2.3 Subject to the Articles; the interpretation of these Regulations shall be determined by the General Committee whose decision shall be final.

3. Application and Effect of Breach

- 3.1 Without prejudice to Regulation 3.3, Members shall at all times act in accordance with and comply with these Regulations and the Code of Conduct. The Members shall also satisfy the General Committee of compliance with the Regulations and the Code of Conduct when requested to do so.
- 3.2 Members shall at all times allocate adequate resources and shall set up appropriate procedures to ensure compliance with these Regulations and the Code of Conduct.
- 3.3 These Regulations and the Code of Conduct are applicable to all Members and their Directors, Controllers, Chief Executives, Technical Representatives and all other Employees of such Members. Members shall take all reasonable steps to ensure that all such persons are aware of these Regulations and the Code of Conduct.
- 3.4 The General Committee may at its sole discretion grant exemptions from the application of these Regulations if it is satisfied that such an exemption will in no way be injurious to the character and interests or prejudicial to the objects of the Confederation.
- 3.5 The General Committee may issue guidelines or guidance notes from time to time as to how it intends to exercise its powers and fulfil its responsibilities under these Regulations. Such guidelines or guidance notes will not form part of these Regulations but Members shall be expected to provide reasonable explanation for any departures from such guidelines and guidance notes when called upon to do so by the Confederation.
- 3.6 A Member and its Directors, Controllers, Chief Executive, Technical Representatives and Employees shall co-operate with the Confederation and provide such information as the Confederation may require from time to time for the performance of its duties as a body of insurance brokers approved under Section 70 of the Insurance Companies Ordinance.
- 3.7 Notwithstanding any other provision of these Regulations, a Member shall, and shall procure that its Directors, Controllers, Chief Executive, Technical Representatives and Employees shall comply with all laws and regulations in Hong Kong and the Minimum Requirements specified by the Insurance Authority under section 69(2) and 70(2) of the Insurance Companies Ordinance.
- 3.8 Breach of any of these Regulations or the Code of Conduct may constitute a violation of Article 23 of the Articles by the Member concerned. The breach may also reflect adversely on the fit and proper status of the Directors, Controllers and Chief Executive of the Member concerned, or that of the Technical Representative involved. Any alleged breach or violation of the Regulations or the Code of Conduct shall be dealt with in accordance with the Articles.
- 3.9 A Member and its Directors, Controllers, Chief Executive, Technical Representatives and Employees shall subject themselves to the jurisdiction of the Disciplinary Committee and that of the Disciplinary Appeals Committee of the Confederation and shall supply such information and attend upon such hearing of the Disciplinary Committee or its Investigation Board as may be directed by the

Disciplinary Committee in accordance with the Articles.

4. Fit and Proper Criteria

4.1 In considering whether a person is fit and proper, the Confederation shall take into account all relevant factors, which include, in relation to such person:

4.1.1 his character and reputation;

4.1.2 his integrity and reliability;

4.1.3 his financial status; and

4.1.4 his capabilities to perform functions and to comply with laws and regulations.

4.2 Without limiting the criteria set out in Regulations 4.1.1 to 4.1.4, the following events and matters would likely give rise to a concern in respect of the fit and proper status of a person:

4.2.1 such person has been convicted of a criminal offence by any court (including a military tribunal) in Hong Kong or elsewhere;

4.2.2 such person has been adjudged to be civilly liable for fraud, dishonesty or misfeasance by a court in Hong Kong or elsewhere;

4.2.3 such person has been adjudicated bankrupt by a court in Hong Kong or elsewhere;

4.2.4 such person was a director or involved in the management of a corporation in Hong Kong or elsewhere which has been wound up other than by a members' voluntary winding up or equivalent in any other jurisdiction;

4.2.5 such person has any unsatisfied judgement or court order requiring the payment of damages or other sums of money;

4.2.6 such person has been censured, disciplined, disqualified or criticised by any regulatory body or self-regulatory organization or professional body in Hong Kong or elsewhere.

4.3 Notwithstanding the foregoing, the assessment as to whether any person is to be considered fit and proper shall be at the discretion of the General Committee, or at the discretion of the Disciplinary Committee or the Disciplinary Appeals Committee in their deliberation of Complaints.

5. Minimum Requirements for a Member

5.1 Capital and Net Assets

5.1.1 A Member shall maintain a minimum net assets value and a minimum paid up share capital of HK\$100,000 at all times.

5.1.2 The minimum net assets value is to be determined by excluding all intangible assets and in accordance with accounting principles generally

accepted in Hong Kong.

5.2 Professional Indemnity Insurance

5.2.1 A Member shall maintain a professional indemnity insurance policy with a minimum limit of indemnity for any one claim and in any one insurance period of 12 months in an amount described in Regulation 5.2.2.

5.2.2 The minimum limit of indemnity referred to in Regulation 5.2.1 shall be:

(a) a sum equal to:

- (i) two times the aggregate insurance brokerage income relating to the 12 months immediately preceding the date of commencement of the professional indemnity insurance cover (applicable to a Member who has been in business for more than one year); or
- (ii) two times the projected insurance brokerage income for the first 12 months of the period of the professional indemnity insurance cover (applicable to a Member who has been in business for less than one year),

(as the case may be); or

(b) a sum of HK\$3,000,000,

whichever sum shall be greater, up to a maximum requirement of HK\$75,000,000. Cover in excess of this prescribed amount may, at the Member's discretion, be arranged to meet the requirements of the individual Member.

5.2.3 If, as a result of any claim or claims, the indemnity available shall fall below the amount determined in Regulation 5.2.2(a) above, the Member shall effect a reinstatement of cover up to not less than such minimum determined amount. Where the limit of indemnity has been determined in accordance with Regulation 5.2.2(b) above, the policy shall provide for one automatic reinstatement to a limit of indemnity of not less than HK\$3,000,000.

5.3 Keeping of Separate Client Accounts

5.3.1 A Member shall keep client monies in a Client Account separate from its own monies.

5.3.2 A Member shall keep at least one Client Account and may keep as many such Client Accounts as it thinks fit.

5.3.3 A Member shall keep written evidence in a form prescribed by the General Committee in accordance with Regulation 3.5 to show that it has notified all financial institutions with which a Client Account is maintained of the provisions set out in section 71 of the Insurance Companies Ordinance namely:

(a) a Member is required to keep client monies in a bank account separate

from his own monies;

(b) a Member is not allowed to use client monies for any purposes other than for the purposes of the client;

(c) a Member is entitled to retain the interest that is earned on client monies that he holds unless the Member and the client agree otherwise;

(d) a lien or claim on client monies made by or through the Member is void unless the monies in a Client Account are for fees then due and owing to the Member; and

(e) a charge or mortgage on client monies made by the Member is void,

and to show that such financial institutions have acknowledged such notification by the Member.

5.3.4 A Member shall not use client monies for any purposes other than for the purposes of the client and shall use the monies to make payments to the party to whom such monies are due.

5.3.5 A Member who receives or holds monies on behalf of its client in relation to insurance broking business shall, without delay, deposit such monies into a Client Account.

5.3.6 A Member will be responsible for any bank charges that may be payable on any Client Account, and not less than quarterly, shall transfer from the Member's own funds, sufficient money to reimburse such charges incurred on a Client Account.

5.3.7 Interest receivable on Client Account shall accrue to the Member, and may only be withdrawn from the Client Account once interest receivable has been credited to that Client Account by the bank.

5.3.8 Without limiting the generality of the above requirements, Annex B provides a brief guidance on the circumstances under which monies shall be deposited into or withdrawn from a Client Account.

5.4 Keeping Proper Books and Accounts

5.4.1 A Member shall keep and maintain (or cause to be kept and maintained) such accounting and other records as will:

(a) sufficiently explain its business;

(b) reflect its financial position;

(c) enable convenient and proper audit; and

(d) enable the preparation of financial statements from time to time which give a true and fair view of its financial position and its results.

5.4.2 The records referred to in Regulation 5.4.1 above shall be kept:

- (a) in writing or in such a manner as to enable them to be readily accessible and readily converted into written form; and
- (b) in sufficient detail to show separately particulars of:
 - (i) all transactions by the Member with, or for the account of:
 - insurance and reinsurance companies;
 - clients of the Member; and
 - the Member itself;
 - (ii) all income received from brokerage, commissions, interest and other sources, and all expenses, commissions and interest paid by the Member; and
 - (iii) all the assets and liabilities (including contingent liabilities) of the Member.

5.4.3 A Member shall keep and maintain adequate records of its insurance broking transactions with clients and insurers.

5.4.4 A Member shall retain for a period of not less than seven years the records referred to in Regulation 5.4.1.

6. Application for Membership

6.1 Application for membership of the Confederation shall be made in a form prescribed by the General Committee stating the Lines of Business for which the Member is to be registered and shall be furnished with supporting documents and/or information that the General Committee may specify from time to time.

6.2 The applicant shall be a body corporate.

6.3 All applications for membership shall be considered by the General Committee which shall at its absolute discretion decide upon the admission or rejection of the applicant.

6.4 Upon acceptance by the General Committee and payment of the prescribed entrance fee and annual subscription the applicant shall become a Member and its name shall be entered on the Register of Members accordingly.

6.5 A certificate of membership shall be issued to each Member on registration.

7. Management of a Member

7.1 A Member shall not be dependent on any particular insurance company in transacting normal insurance business and shall not act in any capacity as an agent of an insurer.

7.2 A Member shall ensure that its Chief Executive, Technical Representatives, Directors and Controllers are Fit and Proper Persons.

7.3 In respect of Directors and Controllers:-

- 7.3.1 A Member shall inform the Confederation in writing of the appointment and resignation of any Director within 14 days of such appointment or resignation.
- 7.3.2 A Member shall ensure that it has at least one director who is a natural person. When a Member has only one natural person as a director and that person ceases to be a director, the Member shall appoint another natural person as a director within 21 days of the said cessation.
- 7.3.3 Directors of a Member shall forthwith inform the Confederation in writing of any changes in their circumstances affecting their fit and proper status.
- 7.3.4 A Member shall inform the Confederation in writing of the addition and cessation of any Controller within 28 days of such addition or cessation.
- 7.3.5 Controllers of a Member shall forthwith inform the Confederation in writing of any changes in their circumstances affecting their fit and proper status.
- 7.4 A Member shall not adopt a company name that, in the opinion of the General Committee, is likely to deceive, mislead or confuse and in particular shall not import the name of an insurance company or of an insurance organization.
- 7.5 A Member shall nominate a person to be registered with the Confederation as its Chief Executive and in the event of the resignation, death, retirement or removal of its Chief Executive, a Member shall nominate a replacement who complies with the minimum requirements for Chief Executive as specified in Regulation 9 within thirty days, except in the case where the relevant Member has already submitted notice to resign its membership of the Confederation in accordance with Article 38 of the Articles of Association that the General Committee may at its own discretion decide otherwise.
 - 7.5.1 If a Chief Executive dies or retires, resigns or is removed from his position with the relevant Member or otherwise fails to comply with any of the requirements laid down in these Regulations and the relevant Member fails to appoint another individual as its Chief Executive who complies with the requirements laid down in these Regulations for registration as its Chief Executive within thirty days or nominates a person who does not comply with requirements laid down in these Regulations for registration as its Chief Executive leading to delay in appointing a Chief Executive beyond thirty days, as mentioned in Regulation 7.5; the General Committee may impose a restriction on the Member and its Technical Representatives, if any, prohibiting them from advising on, negotiating and/or arranging any new contract of insurance and/or any new service contract for any policy holder or prospective policy holder until such time such restriction is revoked by the General Committee. For the avoidance of doubt, such restriction shall not apply to the renewal of or amendment to any contract of insurance pre-existing at the date of the imposition of such restriction.
 - 7.5.2 A notice of such restriction shall be served on the relevant Member and all of the Technical Representatives of such Member and shall be published in one English language and one Chinese language newspaper circulating in Hong Kong. A notice shall also be circulated to all Members and uploaded in

the website of the Confederation until such time as the restriction is revoked. Such restriction shall not be considered to be a disciplinary penalty.

- 7.5.3 Breach of any restriction by any Member or Technical Representative will be treated as a violation of these Regulations.
- 7.5.4 Such restriction shall be revoked by the General Committee on appointment of a Chief Executive who complies with the requirements of these Regulations and on revocation of such restriction, a notice shall be served on the relevant Member and all of the Technical Representatives of the Member and shall be published in one English language and one Chinese language newspaper circulating in Hong Kong and circulated to all Members.
- 7.6 A Member shall ensure that any person who provides advice to a policy holder or potential policy holder on insurance matters for the Member, or negotiates or arranges contracts of insurance in or from Hong Kong on behalf of the Member for a policy holder or potential policy holder shall be registered with the Confederation as its Chief Executive or its Technical Representatives.
- 7.7 A Member shall obtain the confirmation of the Confederation that the Chief Executive or Technical Representative have been registered and his name has been entered on the Sub-register of Chief Executives and Technical Representatives before confirming the appointment of any person as its Chief Executive or Technical Representative. A Member shall notify the Confederation within seven days when a person has ceased to be its Chief Executive or its Technical Representative.
- 7.8 A Member shall take all reasonable steps to ensure that its Chief Executive and Technical Representatives are competent and are fit and proper to act in such capacities, that it shall cease to appoint a person as its Chief Executive or Technical Representative when that person is assessed to be not fit or proper in accordance with Regulation 4.3.
- 7.9 A Member shall pay to the Confederation such annual subscriptions, administrative charges, fines and penalties as may be levied upon it by the Confederation.
- 7.10 All payments due to the Confederation shall be made by such due date as may be specified by the Confederation.
- 7.11 A Member shall apply to renew annually registration of its Chief Executive and/or Technical Representatives. The application shall be in the form and by the date prescribed by the General Committee. When a Member does not apply to renew registration of a person in the form and by the date as prescribed, the Member shall cease to appoint that person as its Chief Executive or Technical Representative, and the name of that person shall be de-registered from the Sub-register of Chief Executives and Technical Representatives as on the date prescribed without prior or further notice.
- 7.12 A Member shall notify the Confederation in writing of: (previously as Regulation 14.4)
 - 7.12.1 any change in the Member's address at least seven days prior to such

change of address;

7.12.2 any proposed change in the Member's name, or a proposed change of either the English or Chinese names if the Member has both, not less than twenty-one days before the proposed date of change to enable approval by the Confederation in accordance with Regulation 7.4;

7.12.3 any event or circumstance which results in a breach by the Member of any of these Regulations not later than fourteen days following discovery of such event or circumstance.

7.13 A Member and/or its Directors, Chief Executive, Technical Representatives and/or Employees shall not offer and/or give any gift when promoting a specific insurance product to clients, however this shall not restrict a Member and/or its Directors, Chief Executive, Technical Representatives and/or Employees when acting on behalf of the member from:-

7.13.1 offering any discount on fees or charges or rebating brokerage or commission; and/or

7.13.2 offering a gift for brand promotion, relationship building or other purposes not related to promotion of a specific insurance product.

8. Resignation of a Member

8.1 A Member may at any time give a twelve months' prior notice, or at the discretion of the General Committee a shorter period of notice if the General Committee is satisfied that the giving of a shorter period of notice will not be injurious to the interests of clients of the resigning Member and the interests of the Confederation, in a form prescribed by the General Committee to resign its membership of the Confederation.

8.2 (repealed)

8.3 The resignation shall take effect on the expiration of the notice given and the due performance of its obligations under Article 38A.

8.4 A Member and its Directors, Chief Executive, Technical Representatives and Employees shall remain subject to the jurisdiction of the Disciplinary Committee of the Confederation in accordance with the Articles and Regulation 3.9 until the membership resignation takes effect in accordance with Regulation 8.3.

8.5 Any amount of monies outstanding to the Confederation at time of the resignation of a Member shall become a debt due recoverable by the Confederation.

8.6 The certificate of membership issued to a Member shall be surrendered to the Confederation at least seven days prior to the cessation of membership or any shorter period of time that the General Committee may stipulate.

9. Minimum Requirements for a Chief Executive

9.1 A Member shall satisfy the General Committee that the person it has nominated as its Chief Executive complies with all of the following minimum requirements before

such person may be registered as the Chief Executive of a Member:

- 9.1.1 he is at least twenty-one years of age;
 - 9.1.2 he is a Hong Kong Permanent Resident or Hong Kong Resident but is permitted to work in Hong Kong and whose employment visa conditions, if any, do not restrict him from being engaged in insurance broking business and he resides in Hong Kong;
 - 9.1.3 he has attained an education standard of Form 5 (or equivalent) or higher;
 - 9.1.4 he is a Fit and Proper Person;
 - 9.1.5 he is a full-time Employee or full-time Director of the Member and is responsible for the conduct of the whole of the insurance broking business of the Member in Hong Kong, and under whom the direction and overall day to day supervision and control of the business of the company in Hong Kong is conducted, and to avoid any doubt, "full-time" in this context means that he shall not be registered as either Chief Executive or Technical Representative of another insurance broker in Hong Kong unless that insurance broker is of the same group of companies of the Member concerned or that insurance broker and the Member are the two parties to an instrument which has created a power of attorney, or equivalent, between themselves;
 - 9.1.6 he is registered for specific Lines of Business by the Confederation;
 - 9.1.7 he possesses a minimum of two years' experience in the insurance industry occupying a management position;
 - 9.1.8 he is:
 - (a) possesses an Acceptable Insurance Qualification and, where he intends to be engaged in the linked long term insurance broking business, has passed the relevant paper of the Qualifying Examination unless exempted; or
 - (b) where he does not have an Acceptable Insurance Qualification has a minimum of five years' experience in the insurance industry and has passed the relevant papers of the Qualifying Examinations unless exempted; and
 - 9.1.9 he is in compliance with the CPD Programme.
- 9.2 A Chief Executive shall comply with the requirements in Regulations 9.1.1 to 9.1.9 for as long as he remains registered with the Confederation as the Chief Executive of a Member.
- 9.3 A Chief Executive shall notify the Confederation in writing of any event or circumstance which results in a breach by himself of any of these Regulations applicable to him not later than fourteen days following discovery of such event or circumstance.

10. Minimum Requirements for a Technical Representative

10.1 A person nominated as a Technical Representative of a Member shall satisfy the Confederation that he complies with all the following requirements before he may be registered as the Technical Representative of a Member:

10.1.1 he is at least eighteen years of age;

10.1.2 he is:

(a) a Hong Kong Permanent Resident or a Hong Kong Resident but is permitted to work in Hong Kong and whose employment visa conditions, if any, do not restrict him from being engaged in insurance broking business and he is resident in Hong Kong; or

(b) a person who is permitted to work in Hong Kong and whose employment visa conditions, if any, do not restrict him from being engaged in insurance broking business;

10.1.3 he has attained an education standard of Form 5 (or equivalent) or higher, unless he was engaged in the insurance intermediary business in Hong Kong immediately before 1 January 2000 and has not since ceased to be engaged in insurance-related work in the insurance industry in Hong Kong for two consecutive years;

10.1.4 he is registered for specific Lines of Business by the Confederation;

10.1.5 he is a Fit and Proper Person;

10.1.6 he has passed the relevant papers of the Qualifying Examinations unless exempted; and

10.1.7 he is in compliance with the CPD Programme.

10.2 A Technical Representative shall comply with the requirements in Regulations 10.1.1 to 10.1.7 for as long as he remains registered with the Confederation as a Technical Representative of a Member.

10.3 A Technical Representative shall notify the Confederation in writing of any event or circumstance which results in a breach by himself of any of these Regulations applicable to him not later than fourteen days following discovery of such event or circumstance.

11. Lines of Business Permitted

11.1 A Member shall be allowed to carry on only such particular Lines of Business for which its Chief Executive is registered.

11.2 A Technical Representative shall not engage in any Line of Business other than such Lines of Business that the Member for whom he represents is registered.

11.3 A Chief Executive or a Technical Representative shall not engage in any Line of Business other than that for which he and the Member who he presents is

registered.

12. Appointment of Auditor

- 12.1 A Member shall appoint as its auditor a person who is qualified and lawfully practises as an auditor in the place of its incorporation and who holds a qualification that the Confederation accepts as being of a standard comparable to that of a person qualified under the Professional Accountants Ordinance (Chapter 50, Laws of Hong Kong).
- 12.2 A Member who is not incorporated in Hong Kong shall also appoint an auditor in Hong Kong qualified under the Professional Accountants Ordinance (Chapter 50, Laws of Hong Kong) for the purpose of conducting a Compliance Report under Regulation 13.1.2 of these Regulations.
- 12.3 A Member shall inform the Confederation in writing of the appointment of its auditor and shall provide the name and qualifications of such auditor appointed.
- 12.4 A Member shall notify the Confederation, within fourteen days, in writing of any changes in respect of any auditor appointed.

13. Submission of Audited Financial Statement & Auditor's Report

- 13.1 Within six months after the end of each of its financial year, the Member shall deliver to the Registrar a financial audit and a compliance audit as follows:
 - 13.1.1 an audited financial statement which shows a true and fair view of the financial position of the Member as at the end of the financial year and its profit or loss for the period then ended;
 - 13.1.2 an auditor's Compliance Report expressing whether, in his opinion, the Member satisfies the requirements relating to minimum capital and net asset, professional indemnity insurance, the keeping of separate Client Accounts and the keeping of proper books and accounts as at the end of the financial year and two such other days in the financial year as the auditor may elect provided that the intervening period between those two dates shall not be less than three months provided that:
 - (a) the report referred to in Regulation 13.1.2 shall take the form laid down in guidelines issued by the Hong Kong Institute of Certified Public Accountants and approved by Insurance Authority and the Confederation; and
 - (b) for the purpose of reporting on the two such other days as referred to in Regulation 13.1.2, it is sufficient for the auditors to perform such procedures as laid down in the guidelines issued by the Hong Kong Institute of Certified Public Accountants in consultation with the Insurance Authority.

Such compliance audit shall be provided by an auditor appointed in Hong Kong.

- 13.2 Where requested by the General Committee, a Member shall provide to the Confederation:

13.2.1 a certificate, in such form as the General Committee may prescribe, signed by or on behalf of the Member together with such supporting documents as the General Committee may prescribe; or

13.2.2 such other evidence that such Member is in compliance with these Regulations;

13.2.3 at any time and any place in Hong Kong such other information as the Confederation or the Insurance Authority may require in pursuance of compliance with these Regulations or the Code of Conduct or other regulations, guidelines or guidance notes laid down by the Confederation or the Insurance Authority.

13.3 (repealed)

14. Disclosure of Information

14.1 A Member shall signify its membership of the Confederation by including the phrase "Member of the Hong Kong Confederation of Insurance Brokers" together with the registered emblem of the Confederation on its stationery (which includes letter-headed paper, facsimile paper, memorandum paper, "With Compliments" slips and business cards). The emblem of the Confederation may be omitted on business cards with insufficient space. The above phrase shall be printed in the same language as the language used in respect of a Member's name in any printed stationery.

14.2 A Member shall display the membership certificate issued by the Confederation in a prominent place in its office and ensure that the Code of Conduct is available for inspection upon request.

14.3 A Chief Executive or Technical Representative shall disclose his Registration Number if so requested by a policy holder or a potential policy holder and shall include such Registration Number on his business cards (if any).

14.4 (repealed; re-numbered as Regulation 7.12 and moved there under).

14.5 Where a Member, at the request of its client or as a result of the absence of suitable products available in Hong Kong, has referred or arranged an insurance contract with an insurer which is not authorized in Hong Kong, it shall advise the clients of the unauthorized status in Hong Kong of such insurer as per the format prescribed in Annex C.

14.6 Members shall not disclose any information acquired from his client except:

14.6.1 in the normal course of negotiating, maintaining or renewing a contract of insurance for that client to the extent that the information disclosed is required for such purposes;

14.6.2 to other professional or commercial organizations in connection with the contract of insurance (including handling insurance claims) for that client including but not limited to loss adjusters and surveyors, security consultants and installation companies, property and engineering surveyors

consultants and vendors, consulting engineers and architects;

14.6.3 with the written consent of that client; or

14.6.4 under a court order or to comply with obligations imposed upon it by law.

14.7 In negotiating or arranging contracts of long term insurance business, Members and their Chief Executive and Technical Representatives shall:

14.7.1 take all reasonable steps to establish the true and full identity of their clients;

14.7.2 use a suitable confidential questionnaire to conduct a "needs analysis" for prospective policyholders in the selling process;

14.7.3 in respect of any advice given on any insurance policy and where an illustration document is used, refer to such illustration document in its original format and shall not add to such illustration document or use or refer to parts only of such illustration document;

14.7.4 bring to the attention of its clients the long term nature of the insurance policy and analyse the consequences and implications of its early discontinuance, surrender or replacement with another long term insurance policy;

14.7.5 explain the difference between guaranteed and projected benefits, the assumptions behind any projected benefits illustrated, and explain that the projections are not guaranteed (e.g. where the relevant policy offers participation in profits or is linked to other investments);

14.7.6 explain that in the case of a participating (or a "with profits") policy, any bonuses or dividends declared in the future may be lower or higher than those currently quoted and that past performance may not be a guide to future performance, or in the case of a linked long term policy, the value of the policyholder's benefits may fluctuate;

14.7.7 complete a Customer Protection Declaration in accordance with the explanatory notes to such Customer Protection Declaration before its client agrees or makes a decision in relation to the purchase of a new long term insurance policy;

14.7.8 deliver any new long term insurance policy together with a copy of the Customer Protection Declaration (if applicable) issued by the insurer through him to his client without delay.

14.8 Remuneration Disclosure

A. In respect of compliant client agreements

Where there exists a form of client agreement whether as a broker service agreement, brokers terms of business agreement or similar and where such agreement has been signed by the client and sets out clearly therein the express levels of fee or brokerage remuneration to be received by the Member then the provisions of B and C below are deemed to have been complied with subject to the following:

- (a) related correspondence containing the remuneration terms is acceptable provided it is signed by the client;
 - (b) this provision shall apply to insurance transactions which occur within a period of three years from the date of signing of the relevant client agreement and/or related correspondence; and
 - (c) deemed compliance in respect of B and C below will not apply where the client agreement and/or related correspondence does not clearly specify that any brokerage to be received under the terms of the client agreement and/or related correspondence will be paid to the Member by the Insurer.
- B. In respect of General Insurance Business which is not deemed to comply with A Members shall include the Form of Disclosure set out below
- (a) in client agreements whether as a broker service agreement, brokers terms of business or similar, and where the validity period does not exceed three years and the express levels of fee or brokerage remuneration to be received by the Member are not included; or
 - (b) for each and every other insurance transaction, in either the formal proposal or the quotation, cover note, the premium debit note or covering letter, whichever be issued earlier by the Member to the client.

The required Form of Disclosure shall be as follows:-

"[Broker Name] (the "Company") is remunerated for its services by the receipt of commission paid by insurers. Your agreement to proceed with this insurance transaction shall constitute your consent to the receipt of commission by the Company."

- C. In respect of Long Term Insurance Business which is not deemed to comply with A Members shall include the Form of Disclosure set out below
- (a) in client agreements whether as a broker service agreement, brokers terms of business or similar, and where the validity period does not exceed three years and the express levels of fee or brokerage remuneration to be received by the Member are not included; or
 - (b) in the questionnaire used by the Member for conducting the "needs analysis" of the client, which shall be copied to the client prior to any life insurance application form being filled in; or
 - (c) for each and every other Long Term Insurance transaction, in either the formal proposal, quotation, premium debit note or covering letter, whichever document is the first one issued and sent by the Member to the client.

The Form of Disclosure shall be as follows:-

"[Broker Name] (the "Company") is remunerated for its services by the receipt of commission paid by insurers. Your agreement to proceed with this insurance transaction shall constitute your consent to the receipt of commission by the Company."

D. In respect of Insurance Business transacted electronically

- (a) In respect of web-based insurance transactions, Members shall build into their systems at the entrance webpage for online application, display of the following Form of Disclosure and users are required to check a box as having read it before they are allowed to proceed with the application;

"[Broker Name] (the "Company") is remunerated for its services by the receipt of commission paid by insurers. Your agreement to proceed with this insurance transaction shall constitute your consent to the receipt of commission by the Company."

- (b) In respect of telemarketing insurance transactions, inwards or outwards, Members shall include the following Form of Disclosure in the telemarketing script, record at a good quality all telemarketing calls, and make the telephone recordings available to relevant self-regulatory organization and/or relevant insurers for compliance audit when required.

"[Broker Name] (the "Company") is remunerated for its services by the receipt of commission paid by insurers. Your agreement to proceed with this insurance transaction shall constitute your consent to the receipt of commission by the Company."

Note 1: When a client asks the Member about the extent of remuneration, it is incumbent upon the Member to provide that information to the best of its knowledge, either in a maximum percentage of the premium paid (or to be paid) for the policy concerned or in a maximum dollar amount. A Member who declines to provide such details of remuneration following a request would be committing a breach of this requirement.

Note 2: Where the commission is higher than the range of brokerage commission customarily paid for the particular class of insurance or includes any other form of remuneration including but not limited to volume or profit commissions, service fees or marketing allowances paid by the insurers, then additional measures for disclosure and express consent may be required to comply with the provisions of the PBO. See Note 4.

Note 3: In cases where the insurer sets a net premium and it is the Member who is charging the client a commission as remuneration for work done, as it is not received out of the premium charged by the insurer, the PBO issues do not arise but disclosure is still required.

Note 4: Members may wish to seek their own legal guidance when addressing all or any of the issues above.

15. (repealed)

15.1 (repealed; re-numbered as 1.3 and moved there under).

ANNEX A:- Acceptable Insurance Qualification

Acceptable Insurance Qualification

Abbreviations

| | |
|---|------------------------------------|
| (1) Associate or Fellow of the Chartered Insurance Institute | ACII / FCII |
| (2) Senior Associate or Fellow of the Australian and New Zealand Institute of Insurance and Finance | ANZIIF(Snr Assoc) / ANZIIF(Fellow) |
| (3) Fellow of the Life Management Institute | FLMI |
| (4) Chartered Life Underwriter | CLU |
| (5) Chartered Property Casualty Underwriter | CPCU |
| (6) Hong Kong Diploma in Insurance Studies of the Insurance Institute of Hong Kong | IIHK Diploma in Insurance Studies |
| (7) Fellow of the Institute of Actuaries of England | FIA |
| (8) Fellow of the Faculty of Actuaries in Scotland | FFA |
| (9) Fellow of Institute of Actuaries of Australia | FIAA |
| (10) Fellow of the Society of Actuaries of the United States of America | FSA |
| (11) Other qualifications considered acceptable to the Insurance Authority | |

ANNEX B:- Deposits and Withdrawals from Client Accounts

(1) Deposits into a Client Account

Monies received by a Member shall be paid into a Client Account where:

- (a) such monies are received from a client for the purpose of purchasing a contract of insurance;
- (b) such monies are received on behalf of a client from an insurer, a reinsurer, or an insurance intermediary or any other third party in relation to the settlement of an insurance claim;
- (c) such monies are received for the purposes of the client which are incidental to the ordinary transactions of insurance broking business; or
- (d) such monies are required in connection with the settlement of bank charges incurred on a Client Account.

(2) Withdrawals from a Client Account

Withdrawals from a Client Account may only be made in relation to:

- (a) premium monies required to be paid on behalf of a client to an insurer, a reinsurer or other insurance intermediary in connection with a contract of insurance;
- (b) claim monies received on behalf of a client and required to be paid to the claimant or the person entitled to receive such claim monies;
- (c) payments made on behalf of a client which are incidental* to the ordinary transactions of insurance broking business;
- (d) monies withdrawn with the written authority of a client;
- (e) where a Member is entitled to any interest earned on monies held in a Client Account, interest earned on such Client Account; or
- (f) monies debited by the bank to the Client Account for the settlement of bank charge incurred on such Client Account;
- (g) monies which have been deposited into such Client Account by mistake or by accident.

* For the avoidance of doubt, monies deemed to be "incidental to ordinary insurance broking business" are as follows:

- premiums, renewal premiums, additional premiums and return premiums of all kinds;
- claims and other monies due under contracts of insurance;
- refunds to clients;
- policy loans and associated interests;
- fees, charges, levies relating to contracts of insurance; and
- discounts, commissions and brokerage.

ANNEX C:- Advice to Clients of the Unauthorized Status of an Insurer in Hong Kong

(1) Client being an individual (Serving Notice and Obtaining Acknowledgement)

Specimen Notice to client:-

Your insurance contract *may be/*has been arranged or effected wholly or partly with an insurer authorized in other jurisdiction but not authorized by the Insurance Authority to conduct insurance business in Hong Kong ("insurer not authorized in Hong Kong"). Such insurers are not subject to the provisions of the Insurance Companies Ordinance (Cap. 41), which establishes a system of prudential supervision of authorized insurers in Hong Kong.

It is a matter for your consideration whether you should obtain further information from the insurance broker involved on matters such as:-

- (a) name and address of the insurer not authorized in Hong Kong;
- (b) country of incorporation of the insurer not authorized in Hong Kong and whether that country has a compatible system for supervision of insurers;
- (c) financial standing of the insurer not authorized in Hong Kong;
- (d) which country's law will determine disputes under the contract.

(*Delete if not applicable)

Specimen Acknowledgement from client:-

I, (full name of client) of (address of client) have read the above notice and I acknowledge that the insurance contract *may be/*has been/arranged or effected wholly or partly with an insurer authorized in other jurisdiction but not authorized under the Insurance Companies Ordinance (Cap. 41) to conduct insurance business in or from Hong Kong.

Dated

(Signature of client)

(*Delete if not applicable)

(2) Client being a corporate entity (Serving Notice only)

Specimen Notice to client:-

The underwriting security of this insurance includes participation by an insurer authorized in other jurisdiction but not authorized by the Insurance Authority to conduct insurance business in Hong Kong ("insurer not authorized in Hong Kong"). You are reminded that such insurers are not subject to the provisions of the Insurance Companies Ordinance (Cap. 41), which establishes a system of prudential supervision of authorized insurers in Hong Kong.

It is a matter for your consideration whether you should obtain additional information from the insurance brokers on matters such as:-

- (a) name and address of the insurer not authorized in Hong Kong;
- (b) country of incorporation of the insurer not authorized in Hong Kong;
- (c) financial standing of the insurer not authorized in Hong Kong;
- (d) which country's laws will determine disputes under the contract.

1. 引言

- 1.1 本會員規則(“規則”)乃按香港保險顧問聯會章程細則第 5A 條制定。
- 1.2 本規則首先於 1993 年 2 月 11 日制定,其後修訂於 1993 年 12 月 14 日、1995 年 10 月 26 日、1996 年 12 月 10 日、2006 年 10 月 10 日、2010 年 8 月 10 日、2012 年 10 月 17 日、2013 年 1 月 15 日、2013 年 6 月 11 日及 2014 年 4 月 8 日。
- 1.3 常務委員會有權不時覆核及修正本規則(前為規則第 15.1 項)。

2. 定義及釋義

- 2.1 在本規則中,以下詞彙具有所指含義:

| | |
|------------|--|
| “章程細則” | 指聯會的章程細則。 |
| “認可的保險資格” | 指載於附件甲的任何一項資格。 |
| “行政總裁” | 指符合本規則要求及於行政總裁和業務代表附屬名冊中註冊成為行政總裁的人士。 |
| “客戶帳戶” | 指一個以保險經紀的名義,在一間根據《銀行業條例》(香港法例第 155 章)正式授權的財務機構所開立,名稱有“客戶”字樣的往來或儲蓄帳戶。 |
| “稽查報告” | 指為第 13.1.2 項中由會員公司的核數師所簽發的稽查報告。 |
| “聯會” | 指香港保險顧問聯會。 |
| “控權人” | 指就有關會員公司(a)在會員公司或在以該會員公司為附屬公司的另一法人團體的董事總經理;或(b)在會員公司或在以該會員公司為附屬公司的另一法人團體的行政總裁;及(c)(i)會員公司或在以該會員公司為附屬公司的另一法人團體的董事慣常按照其意行事的人士;(ii)單獨或連同其他人或經提名人,於會員公司或在以該會員公司為附屬公司的另一法人團體的任何公司大會中,有權行使,或控制超過 15%或以上的表決權。 |
| “專業守則” | 指由常務委員會決議所採納的聯會專業守則。 |
| “持續專業培訓計劃” | 指由保險業監督公佈,保險中介人素質保證計劃內的持續專業培訓計劃。 |
| “客戶保障聲明書” | 指由香港保險業聯會頒佈的壽險轉保守則所指明的客戶保障聲明書。 |
| “投訴” | 指於章程細則第 28 條提及的任何事項。 |
| “董事” | 指獲委任入會員公司或準會員公司的董事局的任何人士。 |
| “僱員” | 指由會員公司聘請的任何人士。 |
| “適當人士” | 指符合第 4 項所定準則的人士。 |

| | |
|---------------------|---|
| “常務委員會” | 指依據章程細則委任或推選的現任常務委員會。 |
| “公司集團” | 見公司條例(香港法例第 32 章)第 2 條 (1)中所界定的詞意。 |
| “保險業監督” | 指根據保險公司條例第 4 項所委任的保險業監督。 |
| “保險經紀收入” | 指就任何含有保險成份(不論成份多少)的合約提供意見或安排而賺取的收入。 |
| “保險公司條例” | 指香港法例第 41 章的保險公司條例。 |
| “業務類別” | 指以下任何一項保險業務類別(其定義依照按保險公司條例所界定): (a) 一般保險 (b) 長期保險 (不包括相連長期保險) (c) 長期保險 (包括相連長期保險) |
| “會員公司” | 指聯會的會員公司。 |
| “資格考試” | 指保險業監督按保險中介人素質保證計劃引進的考試。 |
| “會員名冊” | 指由聯會管理的會員公司名冊。 |
| “註冊號碼” | 指由聯會編派給行政總裁或業務代表之號碼。 |
| “規則” | 指這會員規則。 |
| “行政總裁及業務代表 附屬名冊” | 指聯會管理的名冊, 註冊人士包括行政總裁或業務代表。 |
| “附屬公司” | 見公司條例(香港條例第 32 章)第 2(4)項中所界定的詞意。 |
| “業務代表” | 指符合本規則要求, 及代表會員公司在香港或從香港向保單持有人或準保單持有人就保險事宜提供意見, 或替保單持有人或準保單持有人洽談或安排保險合約的人士, 並於行政總裁和業務代表附屬名冊中註冊成為業務代表。 |

2.2 在本規則中：

- 2.2.1 任何指某一性別的字, 其意乃包括另一性別在內;
- 2.2.2 凡提述單數, 其涵義包含複數, 反之亦然;
- 2.2.3 任何涉及章則、規則或附件的提法, 乃指章程細則的章則, 或本規則其一項或附件;
- 2.2.4 任何未有定義的詞組乃按章程細則的意義(如有)解釋; 及
- 2.2.5 任何章程細則、規則、條例或附件或任何定義以經修訂後版本為應用的準則。

2.3 在章程細則的規定下, 常務委員會擁有本規則的闡釋權, 其決定乃為最終的定案。

3. 適用範圍及違規的後果

- 3.1 在不影響第 3.3 項的情況下，會員公司須時刻遵守本規則及遵守由常務委員會頒佈的任何專業守則。會員公司亦須履行常務委員會對會員公司恪守這規則及專業守則的要求。
- 3.2 會員公司必須調配足夠資源，並設定合適程序以確保能遵照本規則及專業守則。
- 3.3 本規則及專業守則適用於所有會員公司及其董事、控權人、行政總裁、業務代表及會員公司所有其他僱員。會員公司需採取所有合理的步驟，以保證他們對本規則及專業守則有充份的認識。
- 3.4 如常務委員會認定某項豁免不會對聯會造成任何損害或產生不利影響的話，可酌情批准豁免。
- 3.5 常務委員會可以不時頒佈指引或指示，說明其如何行使權力及依據規則履行其責任。這些指引或指示並不組成本規則的一部份，惟在被提問時，會員公司須解釋緣何偏離有關指引或指示。
- 3.6 會員公司及其董事，控權人，行政總裁，業務代表及僱員須與聯會合作，向聯會提供所需資料，以確保聯會履行根據條例第 70 條作為獲認可之保險團體的責任。
- 3.7 除聯會規則各項條文外，會員公司及其董事，控權人，行政總裁，業務代表及僱員必須遵守香港所有法律規例及保險業監督依據保險公司條例中第 69(2)及 70(2)項的最低要求。
- 3.8 違反本規則的任何一項或聯會的任何專業守則者，即觸犯聯會章程細則第 23 條。有關違規事宜亦對涉案會員公司的董事、控權人及行政總裁或涉案業務代表是否仍為適當人選有不利影響。任何有關違反本規則或專業守則的指控將按章程細則處理。
- 3.9 會員公司及其董事，控權人，行政總裁，業務代表及僱員須接受聯會之紀律委員會及紀律上訴委員會的管轄，及須提供有關資料並出席紀律委員會的聆訊，或按照章程細則，出席由紀律委員會所指派的調查委員會所舉行的聆訊。

4. 適當人士的準則

- 4.1 考量一個人是否為適當人士，聯會將參考所有關乎該人士的所有相關因素，包括：
 - 4.1.1 他的品格及聲譽；
 - 4.1.2 他的誠信及可靠程度；
 - 4.1.3 他的財政狀況；及
 - 4.1.4 他履行職能及遵守法規的能力。
- 4.2 在不限制第 4.1.1 至 4.1.4 項的一般性的原則下，以下事件及情況將對一個人是否為適當人士，引起關注：
 - 4.2.1 該人曾在香港或其他地方，被法庭(包括軍事法庭)裁定犯了任何刑事罪行；
 - 4.2.2 該人曾被香港法庭或外地法庭裁定由於欺詐，不誠實行為或其他不法行為而負上民事責任；
 - 4.2.3 該人曾被香港法庭或外地法庭判定破產；
 - 4.2.4 該人曾出任在香港或外地一間企業的董事或參與其管理層，而該企業以非股東自願清盤方式進行清盤；

- 4.2.5 該人曾被香港法庭或外地法庭判定但未按裁決償還任何損害賠償或其他款項；
- 4.2.6 該人曾在香港或其他地方被監管機構或自律組織或專業團體譴責、施以紀律處分，註銷資格或批評。
- 4.3 除以上所述，對一個人是否為適合人士的評審，由常務委員會酌情決定、或由紀律委員會或紀律上訴委員會在審議投訴時酌情決定。

5. 會員公司須符合的最低限度規定

5.1 資本及淨資產

- 5.1.1 會員公司須時刻都備存最低資產淨值及最低繳足款股本於最少港幣 100,000 元。
- 5.1.2 釐定最低資產淨值時，不包括所有無形資產，並須根據在香港公認的會計原則計算。

5.2 專業彌償保險

- 5.2.1 會員公司必須備存一份專業彌償保單，為任何一次申索及任何一個十二個月的保險期提供第 5.2.2 項的最低彌償額。
- 5.2.2 第 5.2.1 項所指的最低彌償額須為：

(a) 以下列方式計算的款額：

- (i) 專業彌償保單的生效日期之前的十二個月內的保險經紀收入總額的兩倍(適用於經營保險業務超逾一年的會員公司)；或
- (ii) 專業彌償保單涵蓋日期內的十二個月的預計保險經紀收入的兩倍(適用於經營保險業務不足一年的會員公司)；

(按適用情況而定)；或

(b) 港幣 3,000,000 元，

兩者以數額較大者為準，最高款額為港幣 75,000,000 元。個別會員公司可因應本身需要，安排超逾上述金額的保額。

- 5.2.3 如果作出一項賠償後，可動用的彌償額下跌至低於第 5.2.2(a)項所訂定的款額，便須把保額復效至不少於上文訂定的最低款額。如彌償額按第 5.2.2(b)項訂定，保單須載有一次保額自動復效的條款，把彌償額調整至不少於港幣 3,000,000 元的水平。

5.3 備存獨立客戶帳戶

- 5.3.1 會員公司須把客戶的款項存入一個客戶的銀行帳戶內，與其自己的款項分開。
- 5.3.2 會員公司須備有最少一個客戶帳戶，並可備有他認為合適數目的客戶帳戶。
- 5.3.3 會員公司亦須備有書面證據，證明有開立“客戶帳戶”的財務機構已確認獲會員公司通知有關保險公司條例第 71 條的規定，該等證據應參照由常務委員會根據第 3.5 項所頒佈的格式，保險公司條例第 71 條的規定即：

(a) 會員公司須將客戶款項存入一個銀行帳戶內，與其自己的款項分開；

- (b) 會員公司不得將客戶款項用於有關客戶用途以外任何其他用途；
- (c) 除非保險經紀與客戶之間另有協議，否則保險經紀有權保留其持有的客戶款項所賺取的利息；
- (d) 除非在客戶帳內的款項是供繳付當時須償還及欠下保險經紀的費用，否則保險經紀或透過保險經紀就客戶款項作出的留置權或申索，均屬無效；
- (e) 就客戶款項而作出的任何押記或按揭均屬無效，

及須出示有關財務機構已確認收妥該會員公司的通知。

- 5.3.4 會員公司不得將客戶款項用於有關客戶用途以外的任何其他用途及須以該款項支付予應該付款的一方。
- 5.3.5 會員公司在若代其客戶接受或持有涉及保險經紀業務的款項時，須盡速把這些款項存入客戶帳戶內。
- 5.3.6 會員公司須負責客戶帳戶的銀行費用，及至少於每季度由自己的資金中轉撥足夠金額入客戶帳戶，以支付有關該帳戶的收費。
- 5.3.7 客戶帳戶所賺取的利息，應付予會員公司，並在銀行支付利息後方可由會員公司提取。
- 5.3.8 在不限上述規定的一般性的原則下，附件乙概括地列出一些指引，以說明在那些情況下須把款項存入客戶帳戶或可從該帳戶提取款項。

5.4 備存妥善的簿冊及帳目

- 5.4.1 會員公司須備存(或安排備存)會計及其他記錄。這些記錄應：

- (a) 對業務有充份說明；
- (b) 反映他的財政狀況；
- (c) 能夠方便及適當地進行審計；以及
- (d) 能夠不時擬備可真實而公平地反映其財政狀況及業績的財務報表。

- 5.4.2 第 5.4.1 項所述的記錄須以下列方式備存：

- (a) 以書面方式或用一個隨時可以轉為書面的形式備存；以及
- (b) 內容充份，分開載列以下各項資料：
 - (i) 會員公司與或替下列機構或人士進行的所有交易：
 - 保險及再保險公司；
 - 會員公司的客戶；以及
 - 會員公司自己的交易；

(ii) 有來自經紀費、佣金、利息及其他來源的收入；以及由會員公司支付的所有開支、佣金及利息；以及

(iii) 會員公司的所有資產與負債(包括或有負債)。

5.4.3 會員公司須對客戶及保險公司的保險經紀交易，備存適當記錄。

5.4.4 會員公司須保存第 5.4.1 項所述的記錄不少於七年。

6. 會籍申請

6.1 申請者須以常務委員會指定的格式，說明申請註冊的業務類別，及提供相關證明文件，並提供常務委員會指定的資料及/或文件。

6.2 申請者必須為法人團體。

6.3 常務委員會有權決定申請是否被接納或被拒絕。

6.4 當申請獲常務委員會接納並已支付指定入會費用及年費後，便會成為會員。會員公司名稱亦會被登錄於會員名冊中。

6.5 已註冊的會員公司將會獲派發一張會員證書。

7. 會員公司的管理

7.1 在處理保險業運作中，會員公司不可過份依賴任何特定保險公司，及不得以任何形容充任保險公司代理人。

7.2 會員公司須確保其行政總裁，業務代表，董事或控權人均屬適當人士。

7.3 就董事及控權人而言

7.3.1 會員公司須於任何董事委任及辭任後的 14 天內以書面通知聯會該項委任或辭任。

7.3.2 會員公司須確保其有最少一位屬自然人的董事。當會員公司只有一位自然人為董事，而該人士離任董事時，會員公司須在該人士離任後的 21 天內委任另一位自然人為董事。

7.3.3 會員公司董事的適當人選狀況如有改變，須隨即以書面通知聯會。

7.3.4 會員公司須於任何控權人加入或離任後的 28 天內以書面通知聯會該項加入或離任。

7.3.5 會員公司控權人的適當人選狀況如有改變，須隨即以書面通知聯會。

7.4 會員公司不可採用被常務委員會認為會欺騙，誤導或產生混淆的商號，尤其不可採用保險公司或保險機構的名稱。

7.5 會員公司須提名一位人士在聯會註冊為其行政總裁，及當其行政總裁出缺、死亡、退休或被除名，會員公司須於三十天內提名另一位符合第 9 項內最低要求的人士填補空缺，除非有關會員公司已根據章程細則第 38 條的提交退會通知，則常務委員會可酌情決定。

7.5.1 按規則 7.5，若行政總裁身故或退休、辭職或被有關會員公司撤職，又或其違規而有關會員公司未能於 30 天內委任另一位符合規則要求的人士出任行政總裁，又或者提名了一位不符合規則要求的人士而導致未能在 30 天內成功委任行政總裁，常務委員會可對此會員公司及其業務代表實施限制，禁止他們為保單持有人或準保單持有人提議、安排及/或商議新的保單及/或新的服務合約，直至常務委員會撤銷該限制為止。為免存疑，此限制不適用於限制生效前已簽訂的保單，包括其修改

或續保事宜。

- 7.5.2 本會會就有關會員公司及其所有業務代表所實施的限制，向其發出通知，此通知將刊登於香港發行的英文及中文報章各一份。該通知亦將會傳閱給所有會員公司，並上載於聯會的網頁中，直至限制撤銷為止。此限制不應被視為一項紀律處分。
- 7.5.3 任何會員公司或業務代表違反該限制，將會被視作違規論。
- 7.5.4 常務委員會在符合要求的行政總裁獲委任後，即會撤銷該限制。撤銷限制時，本會將通知有關會員公司及其所有業務代表，該通知亦將會刊登於香港發行的英文及中文報章各一份，且會傳閱給所有會員公司。
- 7.6 會員公司須保證任何代表會員公司在香港或從香港向保單持有人或準保單持有人就保險事宜提供意見，或替保單持有人或準保單持有人洽談或安排保險合約的人士，已向聯會註冊成為其行政總裁或業務代表。
- 7.7 會員公司須在委任任何人士作為其行政總裁或業務代表之前，已取得聯會確認可成為註冊行政總裁或業務代表及其名字已登錄於行政總裁及業務代表附屬名冊內。當任何人士的行政總裁或業務代表身份被終止，會員公司須於 7 天內以書面通知聯會。
- 7.8 會員公司須採取一切合理的步驟確保其行政總裁及業務代表均能勝任及恰當地充任其職能身份，它應終止委任該等已按照規則第 4.3 項被評為不適當的人士為行政總裁及業務代表。
- 7.9 會員公司須向聯會支付年費，行政費用，及接受由聯會徵收的罰款。
- 7.10 所有應付予聯會的費用須於聯會指定限期前繳清。
- 7.11 會員公司須每年為其行政總裁和/或業務代表申請註冊續期，該申請須以常務委員會指定的形式及日期前提交。當會員公司沒有以指定的形式及日期前為該等人士申請續期註冊，會員公司應終止委任該等人士為行政總裁或業務代表，而該等人士的姓名會在指定日期從行政總裁及業務代表附屬名冊中被撤銷，不須作事前或隨後通知。
- 7.12 會員公司應以書面通知聯會：（前為規則第 14.4 項）
- 7.12.1 任何地址更改，須於有關更改前最少 7 天前通知；
- 7.12.2 任何更改名稱提議，或該公司同持中文及英文名稱而提議的更改名稱無論是中文或英文，須根據規則第 7.4 項，於不少於提議更改的日期前 21 天獲聯會批准；
- 7.12.3 任何事件或情況而引致違反本規則，須於發現此類事件或情況後不遲於 14 天內通知。
- 7.13 會員公司或其董事、行政總裁、業務代表及/或僱員於推銷特定保險產品時，不可提供或給予任何禮物予客戶，惟此並不限制會員公司及/或其董事、行政總裁、業務代表及/或僱員於代表其會員公司時：
- 7.13.1 提出任何費用、收費的折扣或回扣佣金；及/或
- 7.13.2 作為推廣品牌，建立關係或其他無關於任何特定保險產品的目的而提供的禮物。

8. 退會

- 8.1 會員公司可提前 12 個月，以常務委員會指定的表格，向聯會提出退會通知。當常務委員會確

信較短期的退會通知不會損害客戶和聯會的利益時，常務委員會可酌情予以批准。

8.2 (取消)

8.3 退會的生效日，以通知期屆滿及履行章程細則第 38A 項。

8.4 根據章程細則及規則第 3.9 項，聯會的紀律委員會可行使對會員公司及其董事，行政總裁，業務代表及僱員的管轄權，直至會員退會生效為止。

8.5 任何未繳清之款項將視為會員公司需向聯會償還之債項。

8.6 會員公司須於退會最少 7 天前，或由常務委員會指定時間內交還由聯會簽發的會員證書。

9. 行政總裁須符合的最低限度規定

9.1 會員公司須讓常務委員會同意其提名作為行政總裁的人士符合以下所有的最低限度規定，該人選方可獲註冊為該會員公司的行政總裁：

9.1.1 他必須年滿 21 歲；

9.1.2 他是香港永久性居民，或香港居民而其工作簽證條款(如有者)沒有限制他從事保險經紀業務，並於香港居住。

9.1.3 他具有中五教育程度(或同等程度)或以上的學歷；

9.1.4 他為一個適當人士；

9.1.5 他乃該會員公司的全職僱員或全職董事，及負責領導該會員公司在香港的整體保險經紀業務，而該公司在香港的業務乃由他監督或領導，而為免存疑，“全職”在此項下意為他不得於香港其他保險經紀公司註冊為其行政總裁或業務代表，除非該保險經紀公司與該會員公司同屬一公司集團或該保險經紀公司與該會員公司雙方訂立了授權書，或具同等權力之文書；

9.1.6 他須於聯會註冊從事相關的業務類別；

9.1.7 他具備至少兩年在保險業擔任管理職位的工作經驗。

9.1.8 他：

(a) 持有認可的保險資格，以及如果他打算從事長期保險（包括相連長期保險）經紀業務，他須在資格考試中的相關試卷取得及格成績，獲豁免者除外；或

(b) 如果沒持有認可保險資格，須具備至少五年在保險業的工作經驗，另須在資格考試中的相關試卷取得及格成績，獲豁免者除外；及

9.1.9 他符合持續專業培訓計劃之規定。

9.2 行政總裁在其註冊為會員公司行政總裁期間，須遵守第 9.1.1 至 9.1.9 項的要求。

9.3 任何事件或情況而引致違反本規則，行政總裁須於發現此類事件或情況後不遲於 14 天內通知聯會。

10. 業務代表須符合的最低限度規定

10.1 任何人獲指派為會員公司的業務代表須讓常務委員會同意他符合以下所有的規定，該人選方可獲註冊為該會員公司的業務代表：

10.1.1 他必須年滿 18 歲；

10.1.2 他必須：

(a) 是香港永久性居民，或香港居民而其工作簽證條款（如有者）沒有限制他從事保險經紀業務，並於香港居住；或

(b) 獲准在香港工作而其工作簽證條款（如有者）沒有限制他從事保險經紀業務。

10.1.3 他具有中五教育程度（或同等程度）或以上的學歷，除非他在 2000 年 1 月 1 日前已從事保險中介業務，而未於期間連續兩年停止在香港保險業從事與保險相關的工作。

10.1.4 他須於聯會註冊從事相關的業務類別；

10.1.5 他為一個適當人士；

10.1.6 他須在資格考試中的相關試卷取得及格成績，獲豁免者除外；及

10.1.7 他符合持續專業培訓計劃之規定。

10.2 業務代表在其註冊為會員公司業務代表期間，須遵守第 10.1.1 至 10.1.7 項的要求。

10.3 任何事件或情況而引致違反本規則，業務代表須於發現此類事件或情況後不遲於 14 天內通知聯會。

11. 獲准經營的業務類別

11.1 會員公司只可從事其行政總裁獲准註冊的業務類別。

11.2 業務代表除了其所屬會員公司可從事的業務類別外，不可從事其他業務類別。

11.3 行政總裁或業務代表不可從事其所註冊業務類別以外的業務類別。

12. 聘任核數師

12.1 會員公司須聘請一位認可及獲准在其成立地方合法從事核數師的人士出任其核數師，而其資歷的水平獲聯會接受為與專業會計師條例（香港法例第 50 條）相近。

12.2 會員公司若於香港以外地方成立，必須在香港委任符合專業會計師條例（香港法例第 50 條）的核數師，進行第 13.1.2 項所要求的稽查報告。

12.3 會員公司須以書面方式通知聯會已聘任核數師，並須提供該核數師的姓名及資歷。

12.4 會員公司須於 14 天內以書面通知聯會其聘任核數師的任何變更。

13. 呈交周年財務報告和核數師報告

13.1 會員公司必須在每一個財政年度終結後 6 個月內向註冊主任呈交下列文件：

13.1.1 一份經審計的財務報表，該財務報表須真實而公平地反映在有關財政年度終結時，該會員公司的財務狀況，以及該年度的盈利及虧損情況；

13.1.2 一份核數師簽發的稽查報告，列明根據該核數師的意見，在有關財政年度終結時，以及在另外兩個由該核數師於有關財政年度內選取的日期(惟該兩個日期之間相隔不得少於三個月)，該會員公司在資本及淨資產、專業彌償保險、備存獨立客戶帳戶及備存妥善簿冊及帳目方面是否已符合最低限度規定：

(a) 第13.1.2項所述的報告形式需參考由香港會計師公會發出並獲保險業監督及聯會認可的指引；及

(b) 為第13.1.2項所述目的而就另外選取的兩個日期提交的報告，核數師依照香港會計師公會與保險業監督磋商後發出的指引所規定的程序辦理便已足夠。

以上的稽查審核必須由在香港委任的核數師提供。

13.2 在常務委員會要求下，會員公司須提供以下文件予聯會：

13.2.1 符合本會常務委員會要求的證書，該證書必須經會員公司代表正式簽署，並附上常務委員會要求的附屬證明文件；

13.2.2 其他證明資料可顯示會員公司已遵守會員規則；或

13.2.3 在香港任何地方及時間，依聯會或保險監督所要求提供的其他資料，顯示會員公司已遵守會員規則或專業守則，或已履行由聯會或保險監督發出的其他規例或指引。

13.3 (取消)

14. 資料披露

14.1 會員公司必須在其文儀用品(包括公司信箋，傳真及便箋，便條及名片)，印上“香港保險顧問聯會會員”字樣及聯會標誌，以顯示其會籍身份。倘若名片上沒有足夠空間，可省略不印聯會的標誌。其字樣所顯示的語言文字，必須要跟會員公司名稱所使用的語言文字相同。

14.2 會員公司必須把聯會發出之會員證書展示於辦公室當眼位置。會員公司必須確保聯會專業守則可供隨時參閱，及必須在辦公室當眼處張貼相關告示。

14.3 在保單持有人或準保單持有人的要求下，行政總裁或業務代表必須披露由聯會發出的註冊號碼。如使用商務名片，須於名片上顯示其註冊號碼。

14.4 (取消: 改編至規則第7.12項)

14.5 當會員公司因應客戶要求或因香港缺乏合適產品而轉介或安排保險合約與在香港未獲授權的保險公司，會員公司須按附件丙規定的格式，告知客戶該保險公司在港未獲授權的身份。

14.6 會員公司不得披露任何從客戶取得的資料，惟以下情況除外：

14.6.1 在為該客戶洽談，維持或續保險合約的正常程序中必須披露的資料；

14.6.2 向與該客戶的保險合約有關的其他專業或商業機構披露資料，包括但不限於理賠師、檢驗人、安全顧問及安裝公司、物業及工程檢驗員、顧問及銷售商、顧問工程師及建築師；

14.6.3 已取得客戶的書面同意；或

14.6.4 法院頒令或按照法例須履行的責任。

14.7 在洽談或安排長期保險合約的保險業務過程中，會員公司及其行政總裁及業務代表必須：

14.7.1 採取一切合理的步驟，確定客戶正確及全面的身份；

14.7.2 於銷售的過程中，使用合理的保密問卷，為準保單持有人進行“需求分析”；

14.7.3 於就保單提供的任何建議，或當有退保說明文件被使用時，參考原有的全部資料，不可隨意增加內容或只引用部份資料；

14.7.4 提醒客戶保單的長期特性，並分析若保單被提早終止，退保或以另一份長期保單取代所引起的後果及含意；

14.7.5 向客戶解釋保證得益和預期得益的分別，保單任何預期得益背後的假定說明，及解釋所預測的並不能作保證(例如當相關保單可提供利潤或跟投資相連的保險計劃)

14.7.6 向客戶解釋參與性(或帶利潤)保單時，未來的任何獎金或紅利金額，實際上可能高於或低於現時所宣稱的，而且過往表現並不能作為對未來所作的估計，或當涉及投資相連長期保險，保單持有人之利益價值可能有所變動；

14.7.7 確保客戶在同意或作出決定轉購新長期保險單之前，已填妥附有註釋的“客戶保障聲明書”；

14.7.8 盡早將由保險公司透過他所發出的新長期保險保單連同“客戶保障聲明書”的副本(如適用者)送交客戶。

14.8 酬金披露 (2013 年 4 月 15 日起生效)

甲、 有關合規客戶協議

若存在某種形式的客戶協議，不論是經紀服務協議、經紀商務條款協議或類似協議，以及若該協議經由客戶簽署並在其中清楚列明會員公司將收取的費用或經紀酬金的明確水平，則在符合下列條文規定下，下文乙項及丙項的條文即視作已獲遵從：

(a) 載有酬金條款的有關往來文書是可接受的，惟其須由客戶簽署；

(b) 此項條文應適用於在相關客戶協議及/或有關往來文書的簽署日期起計三年期間內發生的保險交易；及

(c) 若客戶協議及/或有關往來文書沒有清楚指明，根據客戶協議及/或有關往來文書的條款須予收取的任何經紀佣金將會由保險公司支付予會員公司，則有關下文乙項及丙項的條文，仍須遵守。

乙、 有關不被視作遵從甲項條文的「一般保險業務」

會員公司須將下文列出的「披露條款」包括：

(a) 在客戶協議內，不論是經紀服務協議、經紀商務條款協議或類似協議，而若有關協議的有效期不超過三年，且其中並未列出會員公司將收取的費用或經紀佣金的明確水平；或

- (b) 就每宗其他保險交易而言，在正式建議書、報價單、臨時保單、保費繳付通知書或附函內，以會員公司較早向客戶發出者為準。

所規定的「披露條款」內容如下：

「[經紀公司名稱]（「該公司」）藉向保險公司收取的佣金，作為其所提供服務的酬金。閣下同意進行是項保險交易，即構成閣下同意該公司收取佣金。」

丙、 有關不被視作遵從甲項條文的「長期保險業務」

會員公司須將下文列出的「披露條款」包括：

- (a) 在客戶協議內，不論是經紀服務協議、經紀商務條款協議或類似協議，而若有關協議的有效期不超過三年，且其中並未列出會員公司將收取的費用或經紀酬金的明確水平；或
- (b) 在會員公司為客戶進行「需要分析」時所使用的問卷內，而會員公司須在客戶填寫任何壽險申請書之前已向客戶提供該問卷副本；或
- (c) 就每宗其他長期保險交易而言，在正式建議書、報價單、保費繳付通知書或附函內，以會員公司最先向客戶發出及送交者為準。

「披露條款」內容如下：-

「[經紀公司名稱]（「該公司」）藉向保險公司收取的佣金，作為其所提供服務的酬金。閣下同意進行是項保險交易，即構成閣下同意該公司收取佣金。」

丁、 有關以電子商貿方式處理的「保險業務」

- (a) 就網上保險交易而言，會員公司須在其系統的網上投保介面的入口網頁上，建立並展示以下的「披露條款」，而用戶須先剔選空格以示已閱讀該「披露條款」，方可獲准進行投保程序；

「[經紀公司名稱]（「該公司」）藉向保險公司收取的佣金，作為其所提供服務的酬金。閣下同意進行是項保險交易，即構成閣下同意該公司收取佣金。」

- (b) 就電話促銷的保險交易而言，不論是客戶撥入或會員公司撥出的電話，會員公司須將以下「披露條款」包含在電話促銷文稿內，對所有電話促銷對話進行質素良好的錄音，並在有需要時向相關自律監管機構及/或相關保險公司提供電話錄音記錄，以進行合規審核。

「[經紀公司名稱]（「該公司」）藉向保險公司收取的佣金，作為其所提供服務的酬金。閣下同意進行是項保險交易，即構成閣下同意該公司收取佣金。」

註一： 當客戶向會員公司查詢酬金的額度時，會員公司有責任，以就有關保單已繳付（或將繳付）保費的最高百分比或最高金額形式，提供盡其所知的該等資料。倘若客戶作出查詢後，會員公司拒絕提供該等酬金的詳情，即屬違反此規定。

註二： 若佣金高於就特定保險類別慣常支付的經紀佣金的幅度，或者若佣金包含其他形式的酬金，包括但不限於由保險公司支付的業績或利潤佣金、服務費或市場推廣津貼，則可能須要採取額外披露措施及取得明確的同意，以符合《防止賄賂條例》的條文。見註四。

註三： 倘若保險公司設定淨保費，而會員公司向客戶收取佣金，作為其所執行工作的

酬金，由於所收取的佣金並非出自保險公司所收取的保費，故不會引發涉及《防止賄賂條例》的問題，惟仍須作出披露。

註四： 會員公司在處理以上所有或任何事項時可自行尋求法律指引。

15. (取消)

15.1 (取消: 改編至規則第 1.3 項)

附件甲：- 認可的保險資格

- (1) 英國特許保險學院院士或資深院士（ACII 或 FCII）；
- (2) 澳大利亞及新西蘭保險與金融學會資深準會員或高級會員[ANZIIF(Snr Assoc)或 ANZIIF(Fellow)]；
- (3) 美國壽險管理學會會士（FLMI）；
- (4) 特許壽險承保人（CLU）；
- (5) 美國特許財產保險學會會士（CPCU）；
- (6) 香港保險學會之保險學－香港文憑；
- (7) 英國精算師學會會員（FIA）；
- (8) 蘇格蘭精算師學院會員（FFA）；
- (9) 澳洲精算師學會會員（FIAA）；或
- (10) 美國精算師公會會員（FSA）；
- (11) 其他保險業監督認可的資格。

附件乙：- 從客戶存入及提取的款項

(1) 須存入客戶帳戶的款項

下列款項須被存入客戶帳戶：

- (a) 從客戶收取用以購買保險合約的款項；
- (b) 代表客戶從保險人、再保險人、保險中介人及任何第三方收取有關支付保險申索的款項；
- (c) 為客戶收取附帶於一般性保險經紀業務交易的款項；以及；
- (d) 須存入客戶帳戶，用以支付有關該帳戶的銀行雜費的款項。

(2) 可從客戶帳戶提取的款項

從客戶帳戶提取的款項限於：

- (a) 須代表客戶向保險人、再保險人或其他保險中介人支付用以購買保險合約的款項；
- (b) 代表客戶收取以支付給申索人或有權收取有關款項的人士的申索款項；
- (c) 為客戶支付附帶於一般性保險經紀業務交易的款項；
- (d) 獲客戶書面授權而提取的款項；
- (e) 客戶帳戶的存款所收取的利息(倘適用)；
- (f) 須從客戶帳戶提取，用以支付有關該帳戶的銀行雜費的款項；
- (g) 在不符合第(1)項的情況下，錯誤地或意外地存入帳戶的款項。

*為免生疑問，上文第 1(c)及 2(c)項所指附帶於一般性保險經紀業務的款項，包括：

- 保費、續保保費、附加保費及各類退回的保費；
- 根據保險合約應支付的申索及其他款項；
- 退還客戶的款項；
- 保單貸款及有關利息；
- 有關保險合約的費用、收費及徵款；
- 折扣金額、佣金及經紀佣金。

附件丙： - 告知客戶有關保險公司在港未獲授權的身份

(1) 個人客戶（發出通知書及收回確認通知書）

客戶通知書樣本：

閣下的保險合約，整份或部分* 可能／ * 已經被安排與一名在其他司法管轄區內獲授權而未獲保險業監督授權在香港經營業務的保險人（“未在香港獲授權的保險人”）簽訂。保險公司條例（第 41 章）確立一套審慎監管香港獲授權保險人的制度，而上述保險人則不受該條例的條文規管。

請你考慮應否就下列事項向有關的保險經紀索取更多資料：

- (a) 未在香港獲授權的保險人的名稱及地址；
- (b) 未在香港獲授權的保險人註冊成立的國家，及該國家是否有一套相稱的監管保險人制度；
- (c) 未在香港獲授權的保險人的財政狀況；
- (d) 合約下的糾紛會以哪個國家的法律裁決。

* 請刪去不適用者

客戶確認書樣本：

本人_____（全名），地址為_____，已閱讀以上通知，現確認有關的保險合約，整份或部分* 可能／ * 已經被安排與一名在其他司法管轄區內獲授權而未獲保險業監督授權在香港經營保險業務的保險人簽訂。

日期：____年____月____日

（客戶簽署）

* 請刪去不適用者

(2) 公司客戶（發出通知書）

公司客戶通知書樣本：

參與此保險合約的保險人包括在其他司法管轄區內獲授權而未獲保險業監督授權在香港經營業務的保險人（“未在香港獲授權的保險人”）。現提醒 閣下，保險公司條例（第 41 章）確立一套審慎監管香港獲授權保險人的制度，而上述保險人則不受該條例的條文規管。

請 你考慮應否就下列事項向有關的保險經紀索取更多資料：

- (a) 未在香港獲授權的保險人的名稱及地址；
- (b) 未在香港獲授權的保險人註冊成立的國家；
- (c) 未在香港獲授權的保險人的財政狀況；
- (d) 合約下的糾紛會以哪個國家的法律裁決。