專業守則及會員規則

香港保險顧問聯會
THE HONG KONG CONFEDERATION
OF INSURANCE BROKERS

Code of Conduct and Membership Regulations

香港保險顧問聯會
THE HONG KONG CONFEDERATION
OF INSURANCE BROKERS

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The Hong Kong Confederation of Insurance Brokers

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CODE OF CONDUCT

This Code of Conduct shall serve as a guide to members and the objective of the Code is to assist and establish a recognized standard of professional conduct.

The principles are as follows:

a. **Members shall at all times conduct their business with utmost good faith and integrity.**
b. **Members shall do everything possible to satisfy the insurance requirements of their clients and shall place the interests of those clients before all other considerations. Subject to these requirements and interests, members shall have proper regard for others.**
c. **Statements made by or on behalf of members when advertising shall not be misleading or extravagant.**

The specific examples are that the company shall:

1. provide advice objectively, independently and impartially.
2. ensure that all employees are made aware of the Code of Conduct.
3. on request explain to a client the differences in the principal types of insurance and explain the terms and exclusions therein.
4. use sufficient number of insurers to satisfy clients requirements without unduly limiting the client's choice.
5. use its skill objectively in the choice of an insurer or insurers in the best interests of a client and shall not be unreasonably dependent on any particular insurer in transacting broking business.
6. if required, inform a client of all insurers with whom a contract of insurance is placed and disclose any special association he may have with any insurer whom he is recommending.
7. have proper regard of the wishes of a client who seeks to terminate business.
8. ensure that any information received from clients shall not be used or disclosed except that relating to normal negotiation for insurance or if the information is required by a court of law.
9. in the completion of the proposal form, claim form, or any other material document, insurance brokers shall make it clear that all the answers or statements are the client's own responsibility and explain the principle of utmost good faith. The client shall always be asked to check the details and told that the inclusion of incorrect information may result in a claim being repudiated.
10. ensure that advertisements distinguish between contractual and non-contractual benefits.
11. ensure that advertisements are not restricted to the policies of one insurer except where reasons are given and the insurer is named.
12. ensure that advertisements shall disclose the company's identity, occupation and purpose.
13. advise clients that the Code of Conduct is available and display a notice to this effect in a prominent position in its office/offices.
14. ensure that any director or employee who may act for more than one broking firm shall identify to his client which broking firm he is representing in relation to each particular insurance transaction.

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 and 11 June 2013 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)

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"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.

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"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 examinations 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.

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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 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, 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.

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3.6 A Member and its Directors, 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, 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 fitness and propriety of the Directors 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, 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.

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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 fitness and propriety 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.

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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;

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(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.

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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.

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

7.4 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. ###

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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)**

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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.

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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:

(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

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(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;

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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.

*AS AMENDED ON 10 AUGUST 2010; **AS ADDED ON 10 AUGUST 2010; ***AS REPEALED ON 10 AUGUST 2010
#AS ADDED ON 17 OCTOBER 2012; ##AS AMENDED ON 15 JANUARY 2013; ###AS AMENDED ON 11 JUNE 2013

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; or

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)***

*AS AMENDED ON 10 AUGUST 2010; **AS ADDED ON 10 AUGUST 2010; ***AS REPEALED ON 10 AUGUST 2010
#AS ADDED ON 17 OCTOBER 2012; ##AS AMENDED ON 15 JANUARY 2013; ###AS AMENDED ON 11 JUNE 2013

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; and

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 (effective as from 15 April 2013)#

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

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(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

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(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)***

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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	

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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.*

*AS AMENDED ON 10 AUGUST 2010; **AS ADDED ON 10 AUGUST 2010; ***AS REPEALED ON 10 AUGUST 2010
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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)

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#AS ADDED ON 17 OCTOBER 2012; ##AS AMENDED ON 15 JANUARY 2013; ###AS AMENDED ON 11 JUNE 2013

(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.

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REGULATIONS FOR INSURANCE BROKERS ENGAGED IN ADVISING ON LINKED LONG TERM INSURANCE OR ARRANGING OR NEGOTIATING POLICIES OF LINKED LONG TERM INSURANCE

(With effect from 1 November 2011)

1. Definitions

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

1.1.1 "Articles" means the Articles of Association of the Confederation;

1.1.2 "Code of Conduct" or "Guidance Notes" means the Code of Conduct or Guidance Notes from time to time of the Confederation.

1.1.3 "Confederation" means The Hong Kong Confederation of Insurance Brokers;

1.1.4 "Linked Long Term Insurance" has the same meaning as "Linked Long Term" in Paragraph C Part 2 of the First Schedule to the Insurance Companies Ordinance;

1.1.5 "Linked Long Term Insurance Business" means advising on Linked Long Term Insurance or arranging or negotiating policies of Linked Long Term Insurance;

1.1.6 "Registrant" means persons registered with the Confederation as Chief Executive or Technical Representative of a Member of the Confederation.

2. Interpretation

2.1 In these Regulations:-

2.1.1 Words importing one gender only shall include the other gender;

2.1.2 Words stated in the singular may apply in the plural or vice versa;

2.1.3 Any terms not defined shall have the meaning (if any) set out in the Articles or the Membership Regulations of the Confederation;

2.2 These Regulations shall be read in conjunction with the Code of Conduct and the Guidance Notes. It does not have the force of law and should not be interpreted in a way that would override the provision of any law.

2.3 Subject to the Articles, the interpretation of these Regulations shall be determined by the General Committee whose decision shall be final. The General Committee may issue guidelines or Guidance Notes from time to time as to how Members and/or Registrants may properly fulfil their responsibilities under these Regulations.

3. Persons to which these Regulations applies

3.1 These Regulations are applicable to all Members and their Registrants and Directors, and all other Employees of such Members in their carrying on the Linked Long Term Insurance Business.

4. Effect of breach of these Regulations

4.1 A failure to comply with or a breach of any provision of these Regulations may constitute a violation of the Code of Conduct by the Members, their Registrants, their Directors or Employees involved. Any alleged failure to comply with or breach of these Regulations shall be dealt with in accordance with the Articles.

4.2 The Confederation will be guided by these Regulations in considering whether a Member or a Registrant, a Director or an Employee of any Member satisfies the Code of Conduct, whenever they are engaged in Linked Long Term Insurance Business.

5. The Regulations

5.1 Supervision and control

5.1.1 Supervision – A Member, and its Directors, should ensure that it has adequate resources to supervise diligently and does supervise diligently persons employed or appointed by it to conduct Linked Long Term Insurance Business on its behalf.

5.1.2 Control, financial and operational resources – A Member should have internal control procedures and financial and operational capabilities which can be reasonably expected to protect its operations and its clients from financial loss arising from error, omission, theft, fraud, or other dishonest acts, professional misconduct or omissions in the course of conducting Linked Long Term Insurance Business. The Member's Directors should ensure the enforcement of such procedures and the sustainability of such capabilities.

5.2 Information for clients

5.2.1 Information about the Member – A Member should provide clients with adequate and appropriate information about its business, including but not limited to contact details, nature of business, services available to clients and corresponding remuneration policy, and the identity and status of Registrants acting on its behalf with whom the client may have contact. Where Registrants act for more than one company within a financial services group, the Member concerned should ensure that there is no reasonable basis for confusion on the part of the client as to the company for which these Registrants are acting.

5.2.2 Disclosure and fair treatment – If required by clients to do so, a Member should disclose any association or affiliation (e.g. of the same group of companies or with common directorship) it may have with any insurers or service providers whom it is recommending in relation to Linked Long Term Insurance Business. Where a Member or Registrant has a material interest in a transaction or recommendation with or for a client or a relationship which gives rise to an actual or potential conflict of interest in relation to the transaction or recommendation, it should take all reasonable steps to ensure fair treatment of the client.

5.2.3 Client agreement in writing – A Member should enter into a written agreement with each client (Client Agreement) before carrying on Linked Long Term Insurance Business with that client. The Member should provide a copy of these documents to the client. The minimum contents of the Client Agreement are specified in Guidance Notes.

5.2.4 Withdrawal from business – A Member that withdraws in whole or in part from providing any services in relation to Linked Long Term Insurance Business should ensure that affected clients are promptly notified of the action and that any business which remains outstanding is promptly completed or transferred to another authorized insurance intermediary in accordance with any instructions of the affected clients.

5.3 Know your client

5.3.1 Identification – A Member and/or a Registrant should take all reasonable steps to establish the true and full identity of each client. Identity documents of individuals should be certified by the Registrant himself or a professional person such as a certified public accountant, solicitor or notary public. In respect of clients other than individuals, Members should obtain a business registration certificate and corporate documents or other official documents (certified as above) which uniquely identify the client, its directors and its shareholders. The Member concerned should keep documentary records sufficient to demonstrate that the client identification procedures have been followed satisfactorily.

5.3.2 Needs and requirements – A Registrant should take all reasonable steps to understand and record each client's needs and requirements. The Member concerned shall adopt adequate measures to verify that the Registrant's recording of the client's needs and requirements is in line with the information collected from the client.

5.3.3 Profile and appetite – A Registrant should take all reasonable steps to understand and assess each client's financial situation, in particular whether the client has sufficient net worth and/or disposable income, investment knowledge and experience, and is of a particular type of risk profile and appetite, such that he is able and/or willing to commit to a policy for Linked Long Term Insurance and/or to assume the risks and to bear the potential losses of committing to any arrangement or transactions under the policy for Linked Long Term Insurance, particularly in case of there being any associated or related leverage/gearing/collateral arrangement. A Member should adopt all reasonable measures to record and confirm that the aforesaid duties have been duly discharged by the Registrant.

5.4 Due Skill, care and diligence

5.4.1 Accurate representations – Where a Registrant advises a client, he should ensure that any representations made and information provided to the client are accurate and up-to-date.

5.4.2 Adequate information – A Registrant should offer the client adequate information, including but not limited to charges, market value adjustment, surrender charges and alternatives, for the client to understand the nature and extent of risks involved before the client commits to a policy for Linked Long Term Insurance, as well as in respect of any underlying funds, or any top-ups to any policy for Linked Long Term Insurance.

5.4.3 Risk disclosure – A Member should issue a Risk Disclosure Statement for and together with EACH recommendation to client in relation to Linked Long Term Insurance Business, including application for a new policy, and/or top-up to an existing policy, where the Statement should:-

(a) Be legible and in a language of the client's preference;

(b) Include a declaration duly signed and dated by the client to confirm that he/she has read the full contents of the Risk Disclosure Statement in relation to the relevant recommendation and has been suggested taking another independent advice on explanation of the risk(s) disclosed, that such declaration shall be made before the execution of the recommendation.

(c) Include, where appropriate to the relevant recommendation, explanation on the following headings:-

Credit Risk, e.g.

(1) Policy of Linked Long Term Insurance, like other insurance policies, is issued by insurer. Should the insurer become insolvent, similar to all other life insurance policies, there is a risk of capital loss.

(2) Return of the policy of Linked Long Term Insurance is contingent upon the performance of the underlying funds. Should any one of the fund managers become insolvent, there is a risk of capital loss.

Exchange Risk, e.g.

(1) When the denomination used for valuating the policy of Linked Long Term Insurance is not in the currency of your place of residence (or your intended place of residence when the policy matures), there is a risk of capital loss due to depreciation of the currency used for the denomination of the policy.

(2) When the denomination used for valuating the underlying funds is different from that used for the policy of Linked Long Term Insurance itself, there is a risk of capital loss due to depreciation of the currency used for the denomination of the underlying funds.

Interest rate Risk, e.g.

Should the monies paid into the policy of Linked Long Term Insurance be funded by premium financing, leverage, or gearing, or should the policy of Linked Long Term Insurance be used as collateral, when the rate of returns of the policy net of all charges is lower than the interest rate payable for the premium financing, leverage, gearing or the collateral arrangement. there is a risk of financial loss not limited to the capital put in the policy.

Liquidity Risk and **Reinvestment rate Risk**, e.g.

(1) Policy of Linked Long Term Insurance is designed to be held for a long term period, and for regular premium type policy it is to be paid throughout the term of policy selected. Early surrender or withdrawal of the policy may result in a significant capital loss due to charges to be imposed. Suspension of or reduction in premium may also result in capital loss, as all fees and charges at full rates are still deductible from the value of the policy during period of premium suspension or reduction (including during period of premium holidays).

(2) Design of the policy of Linked Long Term Insurance is that while any investment made by the insurer in the underlying funds you selected become and remain the assets of the insurer, should any investment be suspended or subject to a prolonged turnaround time to trade, the insurer may not be able to liquidate those investment in time to switch fund into another investment or to pay proceeds for policy surrender or withdrawal. There is a risk of fund switching or policy surrender or withdrawal being held up or delayed.

Market Risk, e.g.

Return of the policy of Linked Long Term Insurance is contingent upon the performance of the underlying funds that may be bad or good. When the funds perform badly, there is a risk of capital loss. Past performance is no guarantee of future results.

5.4.4 Suitability – A Registrant should ensure that any advice and/or recommendation to clients is based on thorough analysis. The Member concerned should conduct research and analysis to facilitate and guide the Registrant in advising clients. A Member and a Registrant should be satisfied as to the suitability of the recommendation in relation to a policy of Linked Long Term Insurance or any underlying funds made to a client, having regard to information about the client of which the Member and the Registrant should be aware of through the exercise of "Know Your Client" procedures referred to above at the time of the making of the recommendation.

5.4.5 Prompt execution – A Member and/or a Registrant should take all reasonable steps to execute promptly clients' instructions in relation to policies for Linked Long Term Insurance.

5.4.6 Recommending other service – A Member and/or a Registrant should act in the best interests of clients and avoid any conflict of interest when recommending any affiliates, associates or third party to the clients for services relating to policies for Linked Long Term Insurance arranged or negotiated by the Member or the Registrant.

6. Regulatory Issues

6.1 Attention is drawn to the following issues which arise as a result of the blurring of the demarcation between the regulatory role of the Securities and Futures Commission as regulator and the Confederation's regulatory regime.

6.1.1 Policies of Linked Long Term Insurance are excluded from the definition of "securities" in the Securities and Futures Ordinance. The Securities and Futures Commission takes the view that arranging policies with the predominant purpose of providing life cover does not constitute dealing in securities and advising on the choice of fund linked to policies does not amount to advising on securities. If there are slight variations in circumstances resulting in different interpretation of statutory provisions or if at some future time, the Securities and Futures Commission changes its view then arranging, negotiating or advising on policies of Linked Long Term Insurance will give rise to the need to obtain licences for type 1 regulated activity (dealing in securities) or type 4 regulated activity (advising on securities). This will need to be kept under review.

6.1.2 The Securities and Futures Ordinance continues to regulate the issue of offering documents advertisements etc. of policies of Linked Long Term Insurance and requires these to be approved by the Securities and Futures Commission. Accordingly, policies of Linked Long Term Insurance may not be arranged or negotiated by reference to documents other than approved offering documents or advertisements as that is prohibited by the Securities and Futures Ordinance.

6.1.3 In respect of negotiating or arranging policies of Linked Long Term Insurance which are not predominantly policies providing life cover, these may fall within the definition of "securities" thereby requiring a licence for advising on or dealing in securities.

6.1.4 If Members are in any doubt regarding the above-mentioned Regulatory Issues, they should take legal advice.

IIQAS CONTINUING PROFESSIONAL DEVELOPMENT PROGRAMME ADMINISTRATIVE FRAMEWORK

Preamble

This Administrative Framework is to supersede all previous Circulars of The Hong Kong Confederation of Insurance Brokers ("CIB") in relation to the administrative process and procedures that CIB has adopted in relation to monitoring the CPD compliance by persons registered with CIB. This should be read in conjunction with the CPD Information Sheet published by the Insurance Authority ("IA"). Members are encouraged to circulate this and the IA'S CPD Information Sheet to their registered persons for their reference.

1. The CPD Programme

1.1 The Insurance Authority has promulgated the CPD Programme with the latest version of the CPD Information Sheet published in April 2006. It is available for download at the following link: http://www.oci.gov.hk/download/cpdis.pdf

1.2 Paragraphs 4 and 21 of the CPD Information Sheet are irrelevant to insurance brokers.

2. The Rules for Determining the Requisite CPD Hours

2.1 Required CPD Hours
10 CPD Hours per calendar year (1 January to 31 December).

2.2 Registration History
Registration periods as insurance intermediaries in Hong Kong with the following bodies shall be taken into account as if being registered with CIB:-
(1) The Professional Insurance Brokers Association ("PIBA");
(2) The Insurance Agents Registration Board ("IARB"); and
(3) Insurance Authority ("IA")

2.3 Deduction for part-year registration
1 CPD Hour is deducted for each 5-week (i.e. 35 days) period of continual non-registration during the calendar year.

2.4 Concession for persons with long term/prolonged illness
1 CPD Hour is deducted for each 5-week (i.e. 35 days) period of continual absence from work during the calendar year due to long term/prolonged illness confirmed with medical certificate.

2.5 Option for persons having passed the CPD assessment of the IARB as at 31 July
6 CPD Hours is deemed to have earned for the year and the remaining 4 CPD Hours to be earned during the period from 1 August to 31 December of that year.

3. Permitted Ways to Earn CPD Hours

3.1 Studying to attain specified qualifications or relevant university/postgraduate degrees
10 CPD Hours per year, up to 6 years at most for each qualification or degree programme.

List of Specified Qualifications

(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) Certified Financial Planner (CFP)
(4) Chartered Financial Consultant (ChFC)
(5) Chartered Life Underwriter (CLU)
(6) Chartered Property Casualty Underwriter (CPCU)
(7) Fellow, Chartered Financial Practitioner of the Life Underwriters Association of Hong Kong (FChFP)
(8) Fellow of the Faculty of Actuaries in Scotland (FFA)
(9) Fellow of the Institute of Actuaries of England (FIA)
(10) Fellow of the Institute of Actuaries of Australia (FIAA)
(11) Fellow of the Life Management Institute (FLMI)
(12) Fellow of the Society of Actuaries of the United States of America (FSA)
(13) Hong Kong Diploma in Insurance Studies of the Insurance Institute of Hong Kong
(14) Hong Kong Insurance Professional Qualification Examination of the Hong Kong Society of Certified Insurance Practitioners (HKIPQE)
(15) Fellow of the Life Underwriter Training Council (LUTCF)
(16) Professional Diploma in Insurance Programme of the Vocational Training Council (PDI)

Relevant Degrees

Disciplines relating to the following scope of qualified CPD activities -
(1) Local insurance (or related) legislation
(2) Regulatory aspects of insurance practice in Hong Kong
(3) Insurance
(4) Actuarial science
(5) Risk management
(6) Financial planning
(7) Other disciplines which are directly related to the work of insurance intermediaries, such as investment, law and legal knowledge, finance, business, commerce, management, engineering or communication skills

3.2 Accomplishing the CPD programme (if any) of the above-mentioned specified qualifications held
10 CPD Hours per year.

3.3 Participating in or speaking at accredited CPD activities including:

(1) Activities accredited by the Hong Kong Council for Academic Accreditation ("HKCAA") with accreditation code.
(2) CPD activities organized by CIB, PIBA, IARB or IA.
(3) CPD courses organized or formally accredited by specified professional bodies which are within the scope of qualified CPD activities mentioned in 3.1.

List of specified professional bodies

Specified professional bodies mean those established under an Ordinance or those required to perform statutory duties under an Ordinance of Hong Kong. To the best of CIB knowledge, they include:
(1) Hong Kong Institute of Architects
(2) Hong Kong Institute of Certified Public Accountants
(3) Hong Kong Institute of Housing
(4) Hong Kong Institute of Landscape Architects
(5) Hong Kong Institute of Planners
(6) Hong Kong Institute of Surveyors
(7) Hong Kong Institution of Engineers
(8) The Law Society of Hong Kong

- Participants in accredited CPD activities will earn 1 CPD Hour for each hour of attendance.
- Speakers of accredited CPD activities will earn 3 CPD Hours for each hour of addressing in the activities.

4. Documentary Proofs

4.1 Types of Documentary Proofs
- Documentary evidence of passing during the relevant year examination of at least one subject for the qualification being studied.
- Documentary evidence of examination results, coursework assessment or attendance during the relevant year for study of the degrees.
- Documentary evidence of holding the qualification and of accomplishment with its CPD programme.
- Certificate of attendance of an accredited CPD activity.
- Claim of having earned CPD Hours without documentary proofs shall not be accepted.

4.2 Individuals are responsible to:
- Furnish proof to claim any deduction/concession under Items 2.3 - 2.5, i.e.
  (1) For part-year registration - records of registration issued by either IARB, PIBA or IA;
  (2) For prolonged illness - medical certificate issued by registered medical practitioners who are by statute authorized to issue medical certificate for sick leaves;
  (3) For passing IARB's assessment - certification issued by either IARB or the then appointing insurer(s) of the person concerned.
- Retain all original documentary proofs for their CPD compliance of the immediate past 3 calendar years.

4.3 Members are responsible to:
Obtain from the registered persons and to furnish with CIB the originals and/or copies of such proofs when so required.

4.4 CIB is responsible to:
- Inspect but shall return to relevant party any original proofs.
- Review photocopy of the proofs filed with CIB for the purpose of compliance audit but shall not be responsible to return the photocopy nor to retain any such copy in files.

5. Assessment

5.1 Responsibility of Members
Prior to a person applying for registration or for registration renewal, the relevant Members are responsible for assessing his/her CPD compliance and shall declare so in the prescribed application forms.

5.2 Failing in Discharging the Duty of Assessment
If a Member is found to be failing repeatedly in discharging this duty of assessment, the matter will be referred to the Disciplinary Committee for investigation.

6. Consequence of Failure to Comply

6.1 If the applicants have failed to or are yet to comply with the CPD requirements
- CIB will not process their applications for registration or for renewal.
- CIB will process their applications for registration anew when CIB is satisfied that they are capable to comply with the CPD requirements by making up any deficiency for the year being assessed.

6.2 If the applicants have ceased to be registered as insurance intermediaries in Hong Kong for more than a year
Subject to Section 6.3, CIB will process their applications anew.

6.3 If registration of a person having been revoked or suspended by either CIB or IARB or PIBA or IA due to CPD non-compliance
No matter how long he/she has ceased to be an insurance intermediary in Hong Kong, CIB has to be satisfied that he/she is capable to comply with the CPD requirements by making up any deficiency leading to the revocation or suspension.

6.4 CPD Hours earned during a period of Non-registration
To facilitate the making up of deficiency, CPD hours earned during a non-registration period will count. (This is not applicable to fresh applicants, i.e. the hours of study prior to their first registration as insurance intermediaries in Hong Kong will not be counted as CPD Hours.)

7. Compliance Audit after Registration Renewal

7.1 Timing

Conducted immediately after the registration renewal (1 January each year). Relevant Members will be asked to furnish with CIB documentary proofs within a month's time.

7.2 Targets of audit
(1) Random Audit: At least 10% of registered persons randomly drawn;
(2) Compulsory Audit: Those who have been found CPD non-compliant in the previous audit.

7.3 Documents to be submitted
- Only copy of documentary proofs for fulfilling CPD requirement of the immediate preceding calendar year shall be submitted.
- The first 10% among those being randomly drawn will be required to send their original documentary proofs for inspection.

7.4 Identified cases of non-compliance

Any cases of non-compliance will be referred to the Disciplinary Committee for investigation.

8. Compliance Audit at Application for Registration

8.1 Timing
CPD Compliance Audit will form part of the vetting process for each application for registration.

8.2 Targets of audit
All applicants for registration as either Chief Executives or Technical Representatives.

8.3 Documents to be submitted
(1) Copy of documentary proofs of their CPD Compliance;
Applicants shall furnish the above documents when submitting the application, unless:
(a) They have ceased to be registered as insurance intermediaries in Hong Kong for more than a year; AND
(b) Have never been revoked or suspended due to CPD non-compliance.
- Only copy of documentary proofs for fulfilling CPD requirement of the immediate preceding calendar year shall be furnished with the application.
- If the applicants have previously been revoked or suspended due to CPD non-compliance, the proofs shall be for the relevant period of registration.

(2) Documentary Records of Registration
- The records of registration shall be issued by either IARB or PIBA or IA.
- The records may be in the form of a letter issued by these institutions or a print-out from online enquiry (e.g. the Registration History enquiry facility provided by IARB at http://www.hkfi.org.hk/en_insurance015.asp)
- The records shall include both the commencement and end dates of each registration in the current and the immediate preceding calendar years.
- No record need to be filed for previous registration with CIB.

8.4 Identified cases of non-compliance
Applications with CPD non-compliance for the previous calendar year will be rejected.

8.5 Identified cases of concealment of records of registration
(1) CIB will conduct reference check on record of registration furnished with the application.
(2) Identified cases of concealment of records of registration will be referred to the Disciplinary Committee for investigation.

9. Enquiries

9.1 A list of Frequently Asked Questions is prepared and placed at the CIB website for reference.

9.2 Any other enquiries may be sent to the CIB Secretariat for attention.

7. 註冊續期後的審查

7.1 時間

在續期之後進行（即每年1月1日），有關的會員公司需要在一個月內提交證明文件與聯會。

7.2 審查對象

(1) 抽樣審查: 最少10%的註冊人士
(2) 強制審查: 在上一次審查時被發現未能符合要求的人士

7.3 需要提交的文件

- 註冊人士只需提交在上一年度有關證明文件副本。
- 在抽樣審查中，最先抽出的10%人士需要提供其CPD證明文件正本以供核對。

7.4 未能符合要求的個案

任何被發現未能符合要求的個案，將會轉介由紀律委員會調查。

8. 新申請註冊人士的審查

8.1 時間

CPD審查乃是審批申請的其中一個環節。

8.2 審查對象

所有申請人士，包括行政總裁和業務代表。

8.3 需要提交之文件

(1) CPD證明文件副本

申請人提交註冊申請時，須一併提交CPD證明文件副本，除了以下情況:

1) 申請人已超過一年沒有在香港註冊為保險中介人；及
2) 申請人從未曾因未能符合CPD要求而被暫停或終止其保險中介人之註冊。

- 申請人士只需提交在上一年度有關證明文件副本。
- 如申請人曾因未能符合CPD要求而被暫停或終止其保險中介人之註冊，需提交的便是有關註冊時期所需CPD時數的證明文件。

(2) 註冊紀錄的證明文件

- 由IARB, PIBA, IA 發出的註冊紀錄。
- 註冊紀錄可為由上述機構所發之信件或於網上列印之註冊紀錄。(如IARB之註冊紀錄 http://www.hkfi.org.hk/en_insurance015.asp)
- 註冊紀錄需包括本年度及上一年度的所有開始註冊日期及終止註冊日期。
- 申請人不需提交於本會的註冊紀錄。

8.4 未能符合要求的個案

如申請人不能符合上一年度的CPD要求，該申請註冊將不獲接納。

8.5 隱瞞註冊紀錄的個案

(1) 聯會將對申請人所提交的註冊紀錄文件進行檢查。
(2) 任何隱瞞註冊紀錄的個案將轉介予紀律委員會調查。

9. 查詢

9.1 常見問題已上載於聯會的網頁供參考。

9.2 如有任何疑問，歡迎聯絡聯會秘書處查詢。

3.3 參與獲認可的CPD活動或擔任其講員，包括：

(1) 香港學術評審局認可之課程
(2) 由“CIB”、“PIBA”、“IARB”、或“IA”舉辦之CPD課程
(3) 由指定專業團體舉辦的CPD課程，而課程範圍是在3.1項之內

指定專業團體

指定專業團體指透過條例成立或那些需要履行法定職務的團體。聯會所認知的包括：

(1) 香港建築師學會
(2) 香港會計師公會
(3) 香港房屋經理學會
(4) 香港園境師學會
(5) 香港規劃師學會
(6) 香港測量師學會
(7) 香港工程師學會
(8) 香港律師會

- 參加認可CPD活動的人士，每一小時可獲1CPD時數。
- 擔任認可CPD活動講員者，每一小時演講可獲3CPD時數。

4. CPD的證明文件

4.1 證明文件

- 有關指定資格在該年其中一科的合格證明文件
- 有關學位課程的考試成績、作業評估、或出席課堂的證明文件
- 擁有指定資格及已完成該資格之CPD要求的證明文件
- 認可之CPD活動的證書
- 未能提供證明文件的CPD時數將不被接受

4.2 註冊人士的責任

- 提交關於在第2.3-2.5項CPD時數減免的證明文件（倘需要減免者適用）

  1) 註冊時期不足一年：在IARB，PIBA 以及IA之註冊紀綠
  2) 長期病患：具法定權力簽發病假紙的註冊醫生所發的證明書
  3) 已通過IARB的評估：由IARB或有關保險公司所發出的證明書
- 保留過去3年的所有證明文件正本

4.3 會員公司責任

當需要時，將其下註冊人士的CPD證明文件正本或副本呈交與聯會。

4.4 聯會責任

- 檢查及退回CPD證明文件正本與有關註冊人士
- 審閱已呈交的CPD證明文件副本，文件副本將不被退回或保留。

5. 評審

5.1 會員公司責任

在申請註冊或註冊續期申請前，會員公司必須先審閱有關人士所得的CPD時數是否足夠及在指定的申請表格中作出聲明。

5.2 如未能履行審閱的責任

如會員公司多次未能履行審閱的責任，事件將被轉介至紀律委員會進行調查。

6. 如未能遵守及符合要求

6.1 如申請人未能符合CPD要求

- 聯會將不會處理該註冊或註冊續期的申請。
- 當申請人已完成在該評估年份所不足的CPD時數後，聯會才重新處理該註冊申請。

6.2 如申請人已停止其在港之保險中介人註冊滿一年或以上

除了在第6.3項所述的情況外，聯會將處理該申請人的申請。

6.3 如該申請人曾因未能符合CPD要求而被CIB、IARB、PIBA或IA暫停或終止其保險中介人的註冊

不論申請人停止註冊為保險中介人多久，他必須補足其所不足的CPD 時數。

6.4 在沒有註冊的時期中所得之CPD 時數

為了讓有關人士能補足之前註冊期所缺欠的CPD時數，在沒有註冊的時期中所得之CPD時數將計算在內。（這方法並不適用於新申請註冊人士，即所有於他們第一次在港註冊為保險中介人之前所得的CPD時數將不會計算在內）

保險中介人持續專業培訓計劃

行政綱要

導言

此「行政綱要」取代所有香港保險顧問聯會（"聯會"）以前就持續專業培訓計劃的行政程序而發出的會員通告。本綱要應與保險業監理處的「持續專業培訓計劃資料摘要」一同閱讀，聯會建議會員公司將上述文件在其註冊人士中傳閱。

1. 持續專業培訓計劃

1.1 保險業監督已於2006年4月公佈持續專業培訓計劃資料摘要的最新版本。 請參考下列網址: http://www.oci.gov.hk/download/cpdisc.pdf

1.2 持續專業培訓計劃資料摘要的第4段及第21段與保險經紀無關。

2. 計算所需CPD時數的規則

2.1 所需CPD時數

每年10小時（由每年1月1日至12月31日計）

2.2 註冊紀錄

保險中介人在下列機構的註冊時期均作為在聯會註冊般計算在內:

(1) 香港專業保險經紀協會（"PIBA"）

(2) 保險代理登記委員會 （"IARB"）

(3) 保險業監督（"IA"）

2.3 註冊不足一年的CPD時數減免

年中每個連續5星期（即35日）沒有註冊的時期，可獲減免1 CPD時數。

2.4 長期患病的CPD時數減免

年中每段連續5星期（即35日）的病假，可以減免1 CPD時數。須具有效病歷証明文件在該年內提出減免。

2.5 如註冊人士已完成IARB在7月31日之CPD審核
按比例計算，他們會被視為已完成該年的6 CPD時數。就餘下的8月1日至12月31日時間，需4CPD時數。

3. 合資格的培訓活動

3.1 修讀指定資格或本地/海外大學的學士或研究院學位課程

每年可取得10個CPD時數。就同一個資格或學位，以6年為限。

指定資格一覽表

(1) 英國特許保險學院院士或資深院士 (ACII或FCI I)
(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) 認可財務策劃師 (CFP)
(4) 美國特許財務顧問 (ChFC)
(5) 特許壽險承保人 (CLU)
(6) 美國特許財產保險學會會士 (CPCU)
(7) 香港人壽保險從業員協會之特許財務策劃師 (FChFP)
(8) 蘇格蘭精算師學院會員 (FFA)
(9) 英國精算師學會會員 (FIA)
(10) 澳洲精算師學會會員 (FIAA)
(11) 美國壽險管理學會會士 (FLMI)
(12) 美國精算師公會會員 (FSA)
(13) 香港保險學會之保險學 - 香港文憑
(14) 香港保險師公會之香港保險師專業試 (HKIPQE)
(15) 美國壽險訓練學院院士 (LUTCF)
(16) 職業訓練局之保險專業文憑課程 (PDI)

(部分專業資格的中文名稱乃英文原文之譯名)

有關學位課程

(1) 本地保險（或相關）法例
(2) 保險條例的規則
(3) 保險
(4) 精算學
(5) 風險管理
(6) 財務策劃
(7) 其他與保險中介人的工作相關的學科，如投資、法律及法律知識、財務、商業、管理、工程和溝通技巧

3.2 完成上述專業資格所訂的持續專業培訓要求

每年可獲10 CPD時數

(c) 就切合有關建議的風險事項，包括下列標題的解釋：-

信用風險，例如

(1) 與其他保險合約一樣，投資相連長期壽險合約是由保險商簽發。一旦保險商破產，便會有資本虧損的風險，與其他壽險合約無異。

(2) 投資相連長期壽險的回報與相關基金的表現掛鉤。一旦任何一位基金經理破產，便會有資本虧損的風險。

匯率風險，例如

(1) 計算投資相連長期壽險合約價值時，若不以你的居住地（或合約到期時你所計劃的居住地）的貨幣為計價單位，一旦用作計算合約價值的貨幣貶值，便會有資本虧損的風險。

(2) 計算相關基金與投資相連長期壽險合約價值的貨幣不同時，一旦用作計算相關基金的貨幣貶值，便會有資本虧損的風險。

利率風險，例如

若以保費融資、槓桿或借貸安排的款項來支付投資相連長期壽險合約的保費，又或把投資相連長期壽險合約用作抵押安排，一旦合約的回報率在扣除所有費用後低於保費融資、槓桿、借貸或抵押安排的息率時，便會有財務虧損的風險，而且損失不會局限於投放於合約中的資本。

流動性及再投資風險，例如

(1) 投資相連長期壽險合約原為長期持有而設，而定期繳費的合約須於所選擇的年期內持續繳付保費。提早退保或取消保單，都會被徵費而招致巨額的資本虧損。而暫停供款或減少保費亦會帶來資本虧損，因為暫停供款或減少保費期內（包括保費假期期間）的所有保單費用，仍會全數由合約的價值中扣除。

(2) 按照投資相連長期壽險合約的設計，當保險商對你所選擇的相關基金作出投資時，該等投資乃保險商的資產。若任何投資被暫停交易或需要延長其周轉時間才能進行交易，保險商未必能及時從此投資中套現，把款項轉向其他投資用途，或支付退保或提取保單價值的申請。轉換基金、退保或提取保單價值都有被耽擱或延誤的風險。

市場風險，例如

投資相連長期壽險合約的回報與相關基金的表現掛鉤，成果或壞或好。當基金表現不濟，便會有資本虧損的風險。往績並不保證未來的表現。

5.4.4. 切合所需 — 註冊人士應確保經過充份分析，才給客戶提供任何意見及/ 或建議。有關會員公司應進行研究及分析，以協助及指導註冊人士如何給予客戶意見。有關投資相連長期壽險合約或任何相關基金，會員公司及註冊人士提出建議時，須根據上述 “了解客戶” 的程序，所明瞭客戶的狀況，認定所予客戶的建議，可切合所需。

5.4.5. 準時執行 — 會員公司及/ 或註冊人士應採取所有合理程序，準時執行客戶就投資相連長期壽險合約所作的指示。

5.4.6. 推薦其他服務 — 當會員公司及/ 或註冊人士在對所安排及洽談的投資相連長期壽險合約提供相關服務時，推薦任何附屬公司、聯營機構或第三者予客戶，應以客戶的利益為先，並要避免任何利益衝突。

6. 規管事宜

6.1. 鑑於證監會與聯會的規管角色界限存在灰色地帶，請注意下列事項。

6.1.1. 證券及期貨條例中「證券」一詞的定義，剔除了投資相連長期壽險合約。證監會認為以提供壽險保障為主的合約安排，並不構成證券交易，而就投資相連長期壽險合約相關基金選擇的意見，也並不等同就證券提供意見。但若情況稍為變異而引起法定條文的不同詮釋，或者將來證監會改變其觀點，那麼，就投資相連長期壽險合約的安排、洽談或提供意見，或需要申請證監會第一類受規管活動（證券交易）或第四類受規管活動（提供證券意見）的牌照。此事需時刻留神。

6.1.2. 證券及期貨條例規管投資相連長期壽險合約的銷售文件及廣告等事宜，且需得到證監會的批准。因而，在安排或洽談投資相連長期壽險合約時，不可把未經批准的銷售文件或廣告出示作參考資料，因此舉為證券及期貨條例所禁止。

6.1.3. 至於洽談或安排非壽險保障為主的投資相連長期壽險合約，或被納入「證券」定義的範圍內，因此或需要領牌以提供證券意見或進行證券交易。

6.1.4. 若會員公司對上述的規管事宜有任何疑問，應諮詢法律意見。

3. 規則適用範疇

3.1. 本規則適用於所有從事投資相連長期壽險業務的會員公司，其註冊人士及董事及會員公司的所有其他僱員。

4. 違規後果

4.1. 會員公司、其註冊人士、董事或僱員若不遵從或違反規則中任何條文，將視為觸犯聯會的專業守則。任何有關不遵從或違反本規則的指控，將按章程細則處理。

4.2. 聯會根據本規則來判別會員公司、其註冊人士、董事或僱員參與投資相連長期壽險業務時，有否遵從應有的專業操守。

5. 規則

5.1. 管理及控制

5.1.1. 管理 — 會員公司及其董事應確保有足夠資源，能竭力且切實管理所聘用或委任代表公司從事投資相連長期壽險業務的人士。

5.1.2. 控制財務及營運資源 — 會員公司應備有內部程序控制財務及營運能力，在其從事投資相連長期壽險業務時，合理地保障其業務及客戶，免因錯誤、遺漏、盜竊、欺詐或其他不誠實行為、專業失當或疏忽，而招致損失。會員公司的董事應確保執行有關程序及維持該等能力。

5.2. 予客戶的資訊

5.2.1. 會員公司資料 — 會員公司應為客戶提供充足及合適的公司業務資料，包括但不限於聯絡方法、業務性質、客戶可享有的服務及相關報酬政策、代表公司聯絡客戶的註冊人士身份及職銜。當註冊人士代表財經服務集團旗下多於一間公司時，會員公司應確保客戶絕對清楚在有關業務之中註冊人士所代表的公司。

5.2.2. 事實披露及合理對待 — 涉及投資相連長期壽險業務時，若客戶要求，會員公司應披露所推薦的任何保險商或服務供應商是否與其有聯營或附屬關係（例如：屬同一公司集團或有相同董事）。若會員公司或註冊人士在客戶的交易或建議中享有實質利益，又或因雙方關係而產生實質或潛在利益衝突時，應竭力確保客戶得到公平對待。

5.2.3. 客戶書面協議 — 與客戶進行投資相連長期壽險業務之前，會員公司應與每位客戶以書面簽訂協議（客戶協議書）。會員公司應把此文件的副本給予客戶。有關客戶協議書的基本內容在聯會指引中列明。

5.2.4. 結束業務 — 會員公司完全或部分退出有關投資相連長期壽險業務時，應確保受影響的客戶即時得到該變更通知，而任何仍未辦妥的業務要如期完成，或按受影響客戶的指示，轉到其他獲授權的保險中介人。

5.3. 了解客戶

5.3.1. 身份查證 — 會員公司及/ 或註冊人士應採取所有合理程序，查證每位客戶的真實及全面身份。個別人士的身份證明文件應由註冊人士或專業人士，例如註冊會計師、事務律師或公證人等予以確認。若客戶並非個人身份，會員公司應取得其商業登記證及企業文件或其他正式文件（確認方法同上）以查證客戶、其董事及股東身份。有關會員公司應保存足夠文件紀錄以證明符合查證客戶身份程序的要求。

5.3.2. 客戶需求 — 註冊人士應採取所有合理程序，了解及記錄每位客戶的需求。有關會員公司須採取適當措施，以核實註冊人士所紀錄的客戶需求，與客戶所提供的資料相符。

5.3.3. 特點及承擔能力 — 註冊人士應採取所有合理程序，了解及評估每位客戶的財政狀況，尤其是客戶是否有充足的淨資產及/ 或可用收入、投資常識及經驗，及屬於某類風險特點及風險承擔能力，以致他可以及願意投保投資相連長期壽險合約，及承諾接受投資相連長期壽險合約下的任何安排或交易，並承擔當中的風險及潛在損失，尤其是當中涉及任何槓桿/ 借貸/ 抵押等相關安排。會員公司應採取所有合理措施，記錄及確認註冊人士已適當履行上述責任。

5.4. 適當技能、懂慎及盡責

5.4.1. 準確陳述 — 註冊人士給客戶提供意見時，應確保對客戶所作的每項陳述及提供的任何資料都準確無誤及切合時宜。

5.4.2. 資料完備 — 註冊人士應給予客戶充足資料，包括但不限於收費、市場價值變動、退保收費及其他可供之選擇，讓客戶在簽訂投資相連長期壽險合約、投資相連長期壽險合約中任何相關基金或加保安排時，明白所涉及的風險性質及範圍。

5.4.3. 風險披露 — 就投資相連長期壽險業務，包括新保單的申請，及/ 或於現有保單的加保安排，會員公司應在給予客戶的每項建議時，發出一份風險披露條文。此份條文應：-

(a) 清晰可讀及以客戶所選擇的語言來編寫；

(b) 包括一份由客戶簽署及填寫日期的聲明，確認他/ 她已閱覽有關建議的風險披露條文的全部內容，並獲告知對所披露的風險解釋，可尋求其他獨立意見。客戶需在實行建議前作出此聲明。

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。

*於 2010年8月10日修改; **於2010年8月10日增添; ***於2010年8月10日取消，
#於 2012年10月17日增添；##於2013年1月15日修改; ###於2013年6月11日修改

保險經紀就投資相連長期壽險提供意見或洽談或安排投資相連長期壽險合約的規則

（2011年11月1日生效）

1. **定義**

1.1. 在本規則中，以下詞彙具有下列所指含義：

1.1.1.	"章程細則"	指聯會的章程細則；
1.1.2.	"專業守則"或"指引"	指由聯會不時發出的專業守則或指引；
1.1.3.	"聯會"	指香港保險顧問聯會；
1.1.4.	"投資相連長期壽險"	即等同保險公司條例《附表一》第2部C 段中的"相連長期保險"；
1.1.5.	"投資相連長期壽險業務"	指對投資相連長期壽險提供意見或洽談或安排投資相連長期壽險合約；
1.1.6.	"註冊人士"	指在聯會註冊成為聯會會員公司行政總裁或業務代表的人士

2. **釋義**

2.1. 在本規則中：-

2.1.1. 任何指某一性別的字，其義乃包括另一性別在內；

2.1.2. 凡提述單數，其函義包含複數，反之亦然；

2.1.3. 任何未有定義的詞彙乃按章程細則或聯會會員規則的意義（如有）解釋；

2.2. 此規則須與專業守則及指引一同閱覽。規則本身沒有法律約束力，亦不可用作推翻任何法律條文的解釋用途。

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，其決定乃為最終定案。常務委員會可以不時頒佈指示或指引，說明會員及/ 或註冊人士如何依據規則適當履行責任。

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）；

(10) 美國精算師公會會員（FSA）；

(11) 其他保險業監督認可的資格。

*於 2010年8月10日修改; **於2010年8月10日增添; ***於2010年8月10日取消，
#於 2012年10月17日增添；##於2013年1月15日修改; ###於2013年6月11日修改

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；以及

(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；以及
- 折扣金額、佣金及經紀佣金。

*於 2010年8月10日修改; **於2010年8月10日增添; ***於2010年8月10日取消，
#於 2012年10月17日增添；##於2013年1月15日修改; ###於2013年6月11日修改

(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。」

*於2010年8月10日修改; **於2010年8月10日增添; ***於2010年8月10日取消。
*於2012年10月17日增添；**於2013年1月15日修改; ***於2013年6月11日修改

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)保費的最高百份比或最高金額形式，提供盡其所知的該等資料。 倘若在客戶作出查詢後，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）

*於2010年8月10日修改; **於2010年8月10日增添; ***於2010年8月10日取消。
*於2012年10月17日增添；**於2013年1月15日修改; ***於2013年6月11日修改

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”；

*於 2010年8月10日修改; **於2010年8月10日增添; ***於2010年8月10日取消，
#於 2012年10月17日增添；##於2013年1月15日修改; ###於2013年6月11日修改

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”；及

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

*於 2010年8月10日修改; **於2010年8月10日增添; ***於2010年8月10日取消，
#於 2012年10月17日增添；##於2013年1月15日修改; ###於2013年6月11日修改

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。

*於 2010年8月10日修改; **於2010年8月10日增添; ***於2010年8月10日取消。
#於 2012年10月17日增添；##於2013年1月15日修改; ###於2013年6月11日修改

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；或

13.2.2 其他證明資料可顯示會員公司已遵守會員規則；或

*於 2010年8月10日修改; **於2010年8月10日增添; ***於2010年8月10日取消。
#於 2012年10月17日增添；##於2013年1月15日修改; ###於2013年6月11日修改

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。

*於2010年8月10日修改; **於2010年8月10日增添; ***於2010年8月10日取消，
#於2012年10月17日增添；##於2013年1月15日修改; ###於2013年6月11日修改

8.6 會員公司須於退會最少七天前，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。**

*於2010年8月10日修改; **於2010年8月10日增添; ***於2010年8月10日取消，
#於2012年10月17日增添；##於2013年1月15日修改; ###於2013年6月11日修改

(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：[1]

(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) 所有來自經紀費、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。

*於 2010年8月10日修改; **於2010年8月10日增添; ***於2010年8月10日取消，
#於 2012年10月17日增添；##於2013年1月15日修改; ###於2013年6月11日修改

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 會員公司須於14天內以書面通知聯會其任何董事的委任或離任變更。

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。*

*於 2010年8月10日修改; **於2010年8月10日增添; ***於2010年8月10日取消，
#於 2012年10月17日增添；##於2013年1月15日修改; ###於2013年6月11日修改

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。

*於 2010年8月10日修改; **於2010年8月10日增添; ***於2010年8月10日取消，
#於 2012年10月17日增添；##於2013年1月15日修改; ###於2013年6月11日修改

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 在不限制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；

*於 2010年8月10日修改; **於2010年8月10日增添; ***於2010年8月10日取消，
#於 2012年10月17日增添；##於2013年1月15日修改; ###於2013年6月11日修改

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 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、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，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，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。

*於 2010年8月10日修改; **於2010年8月10日增添; ***於2010年8月10日取消，
#於 2012年10月17日增添；##於2013年1月15日修改; ###於2013年6月11日修改

3.9 會員公司及其董事，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。*

*於 2010年8月10日修改; **於2010年8月10日增添; ***於2010年8月10日取消，
#於 2012年10月17日增添；##於2013年1月15日修改; ###於2013年6月11日修改

會員規則

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日及2013年6月11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。

*於 2010年8月10日修改; **於2010年8月10日增添; ***於2010年8月10日取消，
#於 2012年10月17日增添；##於2013年1月15日修改; ###於2013年6月11日修改

"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。*

*於 2010年8月10日修改; **於2010年8月10日增添; ***於2010年8月10日取消，
#於 2012年10月17日增添；##於2013年1月15日修改; ###於2013年6月11日修改

專業守則

本專業守則作為會員日常操作指引，以期建立一套獲認可的專業操作標準。

其準則如下：

〔甲〕會員須時時以最高誠信及忠實態度經營業務。

〔乙〕會員須盡己所能去滿足保戶對保險要求，並置保戶利益於首位，除此之外，亦須照顧有關第三者之利益。

〔丙〕會員作宣傳時，用詞不宜有誤導性或過份誇張。

具體而言，會員應做到如下要求：

一. 客觀地、獨立地無偏袒地提供建議。

二. 保證其所有僱員皆對本專業守則有充份認識。

三. 遇要求時，須向客戶解釋主要保險類別不同之處，及其保單內所包含的條款及除外責任等。

四. 應提供足夠數量承保人，以滿足客戶要求，避免客戶之選擇受限制。

五. 客觀地運用專業知識，為客戶的最佳利益選用一個或多個承保人，絕不可不合情理地依賴個別承保人，以完成顧問交易。

六. 遇要求時，須向客戶公開參與承保的各承保人及其中有特殊關係的承保人。

七. 尊重有意與其結束業務關係的客戶。

八. 除用作正常保險交易或應法庭要求外，不得任意使用或公開客戶所提供的任何資料。

九. 在填寫投保書、索償書或其它關鍵性文件時，須向客戶指明客戶對其所填資料的責任所在，以及最高誠信的原則。要求客戶審閱所填詳情，讓其知悉錯誤資料將導致索償被拒絕諸門外。

十. 確保宣傳資料上能對合約性利益及非合約性利益作出界定。

十一. 確保宣傳資料上非僅局限於某個別承保人之保單內容。否則，須作特別聲明，並將該承保人商號公開。

十二. 宣傳資料上須公開會員的身份、職業及其宣傳目的。

十三. 向客戶說明此專業守則可供索取，並在辦公室內當眼處張貼同樣告示。

十四. 當會員的任何董事或職員任職不少於一家顧問公司時，須在其經手的每一筆保險業務交易中向客戶申明其所代表的顧問公司。

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