

THE HONG KONG FEDERATION OF INSURERS

CODE OF PRACTICE FOR LIFE INSURANCE REPLACEMENT

The following Process is intended to prevent the activity of those insurance agents/brokers who misinform or mislead clients into changing existing individual life insurances in a way which at the time of the change creates disadvantage to the clients. The assessment of the disadvantage may at times be subjective and therefore the success of the Process in completely achieving its objective will depend on those involved acting in good faith and at all times in the best interests of the clients. For the purpose of this Code, any reference to insurance agent(s)/broker(s) shall include the responsible officer(s)/chief executive(s) and technical representative(s).

1. Policy Replacement

1.1 Any transaction involving the purchase of life insurance is construed as a replacement if within 12 months before or after a new life insurance policy[#] ("New Policy") is effected:

(a) an existing life insurance policy[#] ("Existing Policy") or a substantial part* of the sum insured of its basic life coverage:

- (i) has lapsed/will lapse; or
- (ii) was/will be surrendered; or
- (iii) was/will be converted to reduced paid-up or extended-term insurance under the non-forfeiture provision of the policy;

or

(b) a substantial part* of the guaranteed cash value of the Existing Policy was reduced/will be reduced including where a policy loan was/will be taken out against a substantial part* of the guaranteed cash value.

([#] *Life insurance policy includes all types of traditional life, annuity and other non-traditional policies.*)

(* *"a substantial part" means "50% or above".*)

1.2 This list is not conclusive and may be expanded from time to time to include other forms of replacement. For the avoidance of doubt, internal replacement i.e. both the Existing and New Policies are issued by the same insurer, is covered by this Code. However, converting term life insurance to whole life insurance (or some forms of permanent life insurance) under policy provisions of the Existing Policy is **not** construed as a replacement.

2. Customer Protection Declaration Form

- 2.1 A Customer Protection Declaration ("CPD") Form (Appendix) must be completed before the client agrees or makes a decision in relation to the purchase of a New Policy. It is designed to:
- (a) discover any replacement being recommended and if so,
 - (b) ensure that the agent/broker has explained the important consequences; and
 - (c) ensure that the client fully understands the important consequences.
- 2.2 The agent/broker **must** help the client to complete the CPD Form and (if there is any replacement) **must** explain and discuss with the client the full implications of replacing the Existing Policy in relation to financial implications, insurability implications and claims eligibility implications of the replacement and other consideration as stipulated in, but not limited to, the CPD Form. Unless otherwise indicated, the agent/broker must give the reason(s) and/or justification wherever required in the CPD Form in writing as fully as possible.
- 2.3 The completion of the CPD Form will ensure that the client has been informed of the consequences/disadvantages of the recommended replacement or has been given an explanation and/or justification by the agent/broker. The completed CPD Form creates a record of such advice.
- 2.4 The original of the CPD Form shall be kept by the Selling Office and copies must be issued to:
- (a) the client together with the New Policy; and
 - (b) the insurer(s) of the Existing Policy(ies) replaced/to be replaced ("the Non-Selling Office(s)") within 7 business days of the issue date of the New Policy.
- 2.5 The Cooling-off Period of the New Policy will be extended to 14 days after the date on which a copy/copies of the CPD Form has/have been delivered to the Non-Selling Office(s) or otherwise stipulated in the Cooling-off Initiative issued by The Hong Kong Federation of Insurers ("the HKFI"), whichever date is later.
- 2.6 The copy(ies) of the CPD Form shall be sent to the Authorized Representative(s) and/or a designated addressee/addressees of the Non-Selling Office(s) and can be delivered by post, courier, facsimile and/or emails.
- 2.7 The Selling Office shall maintain complete records of the dispatch of the CPD Form copies, including the original copy, dispatch dates and modes of delivery. These records may be required by the Insurance Agents Registration Board ("the IARB"), the self-regulatory broker bodies ("the Broker Bodies"), the Insurance Authority ("the IA") or the Life Insurance Council ("the LIC") of the HKFI in the process of investigation of a complaint.
- 2.8 In the cases of internal replacement, the insurer concerned should devise internal controls and measures to ensure it discharges its obligations both as the Selling Office and the Non-Selling Office under this Code.

3. Identifying Twisting

- 3.1 Twisting is the making of inaccurate or misleading statements or comparisons to induce a policyholder to replace Existing Policy with other life insurance policy to the policyholder's disadvantage.

Client Initiated

- 3.2 The client may complain about suspected twisting. Any such complaint received by the HKFI or other party will be forwarded to the Selling Office which must investigate and follow the same process as if it had itself discovered a suspected or actual incident of twisting (see 3.3 – 3.5). The Selling Office must also write to the client to acknowledge receipt of the complaint and commit to notify the client, within 30 days of receipt, the findings and any suggested arrangements.

Selling Office Initiated

- 3.3 The Selling Office has a duty to control the activities of its sales force. The office must therefore review its internal controls and the CPD Forms to ensure that its agents/the brokers are complying with the Process.
- 3.4 If during the review the office discovers cases of suspected twisting, or has evidence to substantiate that existing policyholders may have suffered because of twisting by its agent(s)/the broker(s), the office must investigate those cases and take action. If twisting has occurred, actions listed in 3.7 and 3.8 below should be taken as appropriate.
- 3.5 The office must recognize that the CPD Form will form an important part of any investigation that may arise and should therefore insist upon and provide training to help its agents to get familiar with the contents of the CPD Form and give explanation and/or justification as fully as possible as required in the CPD Form.

Non-Selling Office Initiated

- 3.6 If an office has evidence to substantiate that existing or ex-policyholders have suffered because of twisting by agent(s) of other office(s)/broker(s), it must investigate. If twisting has occurred, actions listed in 3.7 and 3.8 below should be taken as appropriate.

Actions to be Taken

- 3.7 Once twisting is identified as likely to have occurred, the offices concerned should attempt to reach agreement. This imposes an obligation on the offices to keep the client's interest foremost. The client should be kept informed of any material facts or arrangement which may affect his/her interest. Agreement must be reached speedily within a period of 30 days after the identification of the twisting and any follow up actions or arrangement affecting the interest of the policyholder shall be completed within 45 days, i.e. the next 15 days.
- 3.8 If it is agreed that twisting has occurred:
- (a) The Selling Office must immediately:-
- (i) report the agent to the IARB or the broker to the Broker Bodies/the IA as appropriate;

- (ii) suspend the agent from selling any further new life business or suspend accepting any further new life business sold by the broker's chief executive/technical representative who did the twisting;
 - (iii) claw back the commission paid on the case(s) in question; and
 - (iv) write to the client and inform him/her that:-
 - he/she may have been sold policy unprofessionally;
 - in view of this he/she may wish to end the arrangements and reinstate the Existing Policy(ies);
 - he/she has the right to request the return of all paid premium on the New Policy;
 - he/she should make a decision within 30 days; and
 - the selling agent has been suspended and has no further authority to represent the Selling Office to sell new life business, or the Selling Office has suspended accepting any further new life business sold by the broker's chief executive/technical representative who did the twisting.
- (b) The Non-Selling Office should arrange terms for reinstatement of the policies that have been twisted, if the client so wishes. These terms must, to the maximum extent possible, allow the client to return to the same position he/she would have been in had the policies not been twisted.
- 3.9 If offices cannot agree that twisting has occurred, then the complaining client or office can refer the complaint to the IARB, the Broker Bodies or the IA as appropriate which will rule. If it is concluded that twisting has occurred, in addition to deciding on the appropriate disciplinary action against the agent/broker, the IARB, the Broker Bodies or the IA as appropriate would also advise the complainant accordingly of his/her right to reinstate his/her Existing Policy(ies) and request the return of all paid premium on the New Policy.

4. Role of the LIC

- 4.1 The LIC will review this Code from time to time having regard to experience of its operation and developments in the insurance market.
- 4.2 If the LIC finds that an insurer has not complied with the Process, it will:
- (a) seek cooperation from the office(s) concerned;
 - (b) endeavour to mediate among all parties concerned; and/or
 - (c) refer the case to the IA if there is concrete evidence showing non-compliance.

~ End ~

Replacement Declaration

Individual insurers may at its own discretion incorporate into its application/proposal the following "Replacement Declaration", with font size not less than 10, which must be prominently displayed and signed by the applicant/proposer:

Replacement Declaration * -

轉保聲明 * -

a) **Have you replaced**** in the past 12 months any or a substantial part of your existing life insurance policy(ies) with this application/proposal?

閣下是否於過去 12 個月內以這份投保申請書 / 建議書取代** 閣下任何現有壽險保單，或取代任何現有壽險保單內大部分的壽險成分？

☐ Yes (Please complete a Customer Protection Declaration Form)
是 (請填寫《客戶保障聲明書》)

☐ No (Please answer question b below)
否 (請回答下列問題 b)

b) **Do you intend to replace** in the next 12 months any or a substantial part of your existing life insurance policy(ies) with this application/proposal?

閣下是否打算於未來 12 個月內以這份投保申請書 / 建議書取代 閣下任何現有壽險保單，或取代任何現有壽險保單內大部分的壽險成分？

☐ Yes (Please complete a Customer Protection Declaration Form)
是 (請填寫《客戶保障聲明書》)

☐ No (Please read carefully and sign the Declaration below)
否 (請詳閱下列聲明及簽署)

I realize if I answer "No" to both questions above but indeed,

i) this application/proposal has replaced any or a substantial part of my existing life insurance policy(ies) in the past 12 months; or

ii) my current intention is to replace any or a substantial part of my existing life insurance policy(ies) within the next 12 months by this application/proposal,

I may jeopardize my future right of redress if I find later that I have been disadvantaged because of such replacement.

本人知道如果本人就上述兩條問題都選擇「否」，而事實上：

i) 這份投保申請書 / 建議書卻於過去 12 個月內，取代本人任何現有壽險保單或任何現有壽險保單內大部分的壽險成分；或者

ii) 本人現正打算於未來 12 個月內，以這份投保申請書 / 建議書取代本人任何現有壽險保單或任何現有壽險保單內大部分的壽險成分，

即使日後發現因是次轉保導致本人蒙受損失，本人或會因此而有損日後的追討權益。

I hereby authorize the Insurer of the new life insurance policy to give the Insurance Agents Registration Board, the Hong Kong Confederation of Insurance Brokers, the Professional Insurance Brokers Association Limited, the Insurance Authority ("IA"), the Hong Kong Federation of Insurers, the insurer(s) of the life insurance policy(ies) that is/are being or has/have been replaced (if applicable) or other parties, as required for proper administration/implementation/execution of the Code of Practice for Life Insurance Replacement and the Minimum Requirements for insurance brokers as specified by the IA under the Insurance Companies Ordinance, a copy of this Replacement Declaration and any related records or information.

本人現授權新壽險保單的保險公司向保險代理登記委員會、香港保險顧問聯會、香港專業保險經紀協會有限公司、保險業監督（「保監」）、香港保險業聯會、所有已被取代或將會被取代的現有壽險保單的保險公司（如適用者），或為了有效管理／執行／履行《壽險轉保守則》及保監根據《保險公司條例守則》指明的適用於保險經紀的「最低限度規定」所需的其他機構，提供本「轉保聲明」的副本，以及任何有關紀錄或資料。

Signature of the Applicant/Proposer
申請人 / 投保人簽署

Date (D / M / Y)
日期 (日 / 月 / 年)

Replacement Declaration

Notes:

註：

* The agent/broker must explain this Replacement Declaration to the applicant/proposer before the latter signs it, but this Replacement Declaration does not form part of the application/proposal for the new life insurance policy.
在申請人／投保人簽署本「轉保聲明」之前，保險代理／經紀必須向申請人／投保人解釋「轉保聲明」的內容。但本「轉保聲明」並不是新壽險保單的投保申請書／建議書其中一部分。

** Any transaction involving the purchase of life insurance is construed as a Replacement if (i) any existing life insurance policy(ies) or a substantial part of the sum insured of its/their basic life coverage has been/have been/will be terminated or (ii) a substantial part of the guaranteed cash value of the existing life insurance policy(ies) was reduced/will be reduced including where a policy loan was/will be taken out against a substantial part of the guaranteed cash value. Existing life insurance policy(ies) include(s) all types of traditional life, annuity and other non-traditional policies of the applicant/proposer, which has/have been terminated within 12 months before or will be terminated within 12 months after the new life insurance policy's issue date. Termination includes lapse, surrender, converted to reduced paid-up or extended-term insurance under the non-forfeiture provision of the existing life insurance policy(ies). "A substantial part" means "50% or above". However, converting term life insurance to whole life insurance (or some forms of permanent life insurance) under policy provisions of the existing life insurance policy(ies) is not construed as a Replacement.

任何購買壽險的交易，如涉及(i)任何現有壽險保單或其基本壽險保障的大部分保額已被終止或將被終止，或(ii)現有壽險保單內大部分的保證現金價值已被減少／將被減少，包括：大部分的保證現金價值已被提取／將被提取作為保單借貸，均會被視為「轉保」。現有壽險保單包括在新購壽險保單生效日前後的12個月內，申請人／投保人已經終止或將會終止的任何壽險保單。壽險保單包括所有類型的傳統壽險、年金及其他非傳統壽險保單。終止保單包括：讓保單失效、退保、或根據現有壽險保單的不能作廢條款，將保單轉為減額繳清／展期保單。「大部分」指「50%或以上」。若根據現有壽險保單的保單條款，將定期壽險保單轉為終身壽險保單（或某些形式的長期壽險保單），則不會被視為「轉保」。

Explanatory Notes to Customer Protection Declaration Form

- (A) The agent/broker must help the applicant/proposer complete a Customer Protection Declaration Form ("Form") for each new individual life insurance policy applied for/proposed by an applicant/proposer. The agent/broker must inform the applicant/proposer that according to the Code of Practice for Life Insurance Replacement ("Code") the insurer of the new life insurance policy (i) will send to the applicant/proposer a copy of the Form together with the policy when it is issued and (ii) will send a further copy to the insurer(s) of the life insurance policy(ies) which has been replaced/to be replaced. For the purpose of the Form, any reference to insurance agent/broker shall include its responsible officer/chief executive(s) and technical representatives.

To enable the insurer of the new life insurance policy to process the insurance application of the applicant/proposer, the applicant/proposer should work with the agent/broker to complete the Form which will be used for regulatory purposes as stated in the Code and the Minimum Requirements for insurance brokers as specified by the Insurance Authority under the Insurance Companies Ordinance and a copy of the Form may be transferred to the parties as stipulated in the "Declaration by the Applicant/Proposer" of the Form. Requests for access to and/or correction of the information (if appropriate) in the Form can be made to the same contact point as for the data in the insurance application.

- (B) For identification purpose, the agent/broker must help the applicant/proposer fill in the full name of the Insurer issuing the new life insurance policy (the Insurer may pre-print its name on the Form), the relevant application/proposal number, the name of applicant/proposer of the new life insurance policy and the Hong Kong Identity Card/Passport number of applicant/proposer.
- (C) Any transaction involving the purchase of life insurance is construed as a Replacement if (i) any existing life insurance policy(ies) or a substantial part of the sum insured of its/their basic life coverage has been/have been/will be terminated or (ii) a substantial part of the guaranteed cash value of the existing life insurance policy(ies) was reduced/will be reduced including where a policy loan was/will be taken out against a substantial part of the guaranteed cash value. Existing life insurance policy(ies) include(s) all types of traditional life, annuity and other non-traditional policies of the applicant/proposer, which has/have been terminated within 12 months before or will be terminated within 12 months after the new life insurance policy's issue date. Termination includes lapse, surrender, converted to reduced paid-up or extended-term insurance under the non-forfeiture provision of the existing life insurance policy(ies). "A substantial part" means "50% or above". However, converting term life insurance to whole life insurance (or some forms of permanent life insurance) under policy provisions of the existing life insurance policy(ies) is not construed as a Replacement.
- (D) If the applicant/proposer answers "No" to both items 1(a) and 1(b) of Section A, he/she shall read carefully and simply sign the Declaration in Section A only and ignore the rest.

(E) How to complete the Form

- (1) If the applicant/proposer answers "No" to both items (a) and (b), the agent/broker must explain the Declaration before he/she asks the applicant/proposer to sign in Section A. There is no need to fill in Section B.

If the applicant/proposer answers "Yes" to either item (a) or (b), the agent/broker must help the applicant/proposer complete items 2 to 5 and must explain and discuss with the applicant/proposer the full implications of replacing any or a substantial part of his/her existing life insurance policy(ies) with the new life insurance policy in relation to financial implications, insurability implications and claims eligibility implications of the replacement and other considerations. The applicant/proposer may consult the insurer(s) of his/her existing life insurance policy(ies) for further information. There is no need to sign in Section A.

- (2a) The agent/broker must help the applicant/proposer fill in the estimated loss for the replacement by referencing that the set-up cost is usually two years premiums or 10% of single premium of the basic life insurance policy replaced/to be replaced. No reason is required if the estimated loss stated is equal to or higher than this reference. The agent/broker may use other reference for the estimated loss provided he/she could reasonably justify the estimation, and must give reason and the justification if there is no loss or if estimated loss is less than two years premiums or 10% of single premium.

- (2b) The agent/broker must help the applicant/proposer compare the annualized premiums of the existing life insurance policy(ies) and the new life insurance policy by using the same sum insured, and give reason if the annualized premiums will not be higher under the new life insurance policy for the same sum insured.
- (2c) The agent/broker must help the applicant/proposer fill in the guaranteed cash values of the existing life insurance policy(ies) and the new life insurance policy using the values on the policy anniversary dates immediately after the applicant/proposer reaches age 65, or if one of the policies or all policies mature(s) before age 65, fill in the guaranteed cash values on the policy anniversary dates of each policy in the earliest maturity year. The agent/broker has to obtain the value(s) of the existing life insurance policy(ies) from the applicant/proposer unless the applicant/proposer declares in writing in the space provided for "Guaranteed Cash Value(s) of the existing life insurance policy(ies)" that he/she does not want to disclose such information.
- (3) The agent/broker must explain the implications of the changes of health conditions, occupation, lifestyle/habit and recreational activities in this replacement to the applicant/proposer before the latter ticks the boxes.
- (4a) The agent/broker must help the applicant/proposer fill in the expiry dates of the period in the "suicide clause" for both the existing life insurance policy(ies) and the new life insurance policy. The expiry date of the latter will be the number of months from its issue date. The agent/broker has to obtain the expiry date(s) of the existing life insurance policy(ies) from the applicant/proposer unless the applicant/proposer declares in writing in the space provided for "Existing life insurance policy(ies)" that he/she does not want to disclose such information.
- (4b) The agent/broker must help the applicant/proposer fill in the expiry dates of the "contestability period" for both the existing life insurance policy(ies) and the new life insurance policy. The expiry date of the latter will be the number of months from its issue date. The agent/broker has to obtain the expiry date(s) of the existing life insurance policy(ies) from the applicant/proposer unless the applicant/proposer declares in writing in the space provided for "Existing life insurance policy(ies)" that he/she does not want to disclose such information.
- (5a) The agent/broker must help the applicant/proposer list out the riders/supplementary benefits under the existing life insurance policy(ies) that will not have under the new life insurance policy for the applicant/proposer. Detailed benefits under each rider/supplementary benefit are not required to be listed. The agent/broker has to obtain the riders/supplementary benefits under the existing life insurance policy(ies) from the applicant/proposer unless the applicant/proposer declares in writing in the space provided that he/she does not want to disclose such information.
- (5b) The agent/broker must help the applicant/proposer list out the reasons why the new life insurance policy is more suitable for the applicant/proposer unless the applicant/proposer declares in writing in the space provided that he/she does not mind whether the new life insurance policy is more suitable or not.
- (5c) The agent/broker must help the applicant/proposer answer this question.
- (6) The agent/broker must explain the "Declaration by the Applicant/Proposer" to the applicant/proposer before the latter signs it.
- (7) The agent/broker shall sign the "Declaration by the Agent/Broker", declaring that he/she has explained fully the related implications of the decision of the applicant/proposer in regard to replacing the existing life insurance policy(ies) and has not made any inaccurate or misleading statements or comparisons nor withheld any information which may affect the decision of the applicant/proposer.

(Notes: Additional papers may be used wherever the spaces provided in the Form are insufficient. However, both agent/broker and applicant/proposer must sign on all the papers that are used.)

~ End ~

香港保險業聯會

壽險轉保守則

以下「程序」旨在防止保險代理/經紀誤報資料或誤導客戶更改現有人壽險，而在更改當時會有損客戶權益。評估轉保的弊端有時或會主觀，因此要達臻《壽險轉保守則》(下稱「《守則》」)的預期果效，有賴各方以誠信行事和時刻以客戶的最佳利益為本。本《守則》提及的保險代理/經紀包括：負責人/行政總裁及業務代表。

1. 轉保

1.1 任何交易出現以下情況，均會被視為轉保：在新購壽險保單^{*}(下稱「新保單」)生效前後的十二個月內：

- (a) 客戶現有的壽險保單^{*}(下稱「現有保單」)或其基本壽險保障的大部分^{*}保額：
 - (i) 已失效/將失效；或
 - (ii) 已被退保/將被退保；或
 - (iii) 根據保單的不能作廢條款，已轉為/將轉為減額繳清或展期保單；

或

- (b) 現有保單內大部分^{*}的保證現金價值已被減少/將被減少，包括：大部分^{*}的保證現金價值已被提取/將被提取作為保單借貸。

(^{*}壽險保單包括所有類型的傳統壽險、年金及其他非傳統壽險保單。)

(^{*}「大部分」指「50%或以上」。)

1.2 上述情況，並未涵蓋所有轉保形式，有關資料不時會增補，以便包括其他形式的轉保。謹此聲明本《守則》同樣適用於內部轉保，即現有及新保單均由同一保險公司簽發。但根據現有保單的條款將定期壽險轉為終身壽險(或某些形式的長期壽險)，則不會被視為轉保。

2. 《客戶保障聲明書》

2.1 客戶同意或決定購買新保單之前，必須填妥《客戶保障聲明書》（下稱《聲明書》）。制訂《聲明書》的目的是：

- (a) 查證是否有人建議客戶轉保及如有者，
- (b) 確保保險代理/經紀已經向客戶詳細解釋轉保的重要影響；以及
- (c) 確保客戶完全明白有關重要影響。

2.2 保險代理/經紀必須協助客戶填寫《聲明書》，並（如果產是轉保）必須向客戶解釋和商討取代現有保單對客戶的所有影響，包括（但不只限於）《聲明書》訂明的：是財務、對受保資格和索償資格構成的影響，以及其他考慮因素。除非另有指示，否則保險代理/經紀必須按《聲明書》要求，在所有指定的地方，以書面詳盡交代原因及/或理據。

2.3 填寫《聲明書》可確保保險代理/經紀已經向客戶詳細解釋建議轉保對客戶造成的影響/損失，或可確保保險代理/經紀已經向客戶交代原因及/或理據。填妥的《聲明書》可作為保險代理/經紀曾經向客戶提供該等意見的紀錄。

2.4 銷售保單的保險公司應保留《聲明書》正本，副本則必須：

- (a) 隨新保單送交客戶；以及
- (b) 於新保單簽發日起計七個工作天內，送交所有已被取代或將被取代的現有保單的保險公司（下稱「非銷售保單的保險公司」）。

2.5 新保單的「冷靜期」將延至《聲明書》副本已送交所有非銷售保單的保險公司後的十四天，或香港保險業聯會（下稱「保聯」）發出的「冷靜期權益」內訂明的時限，以日期較後者為準。

2.6 銷售保單的保險公司可用郵寄、速遞、傳真及/或電郵，將《聲明書》副本送交非銷售保單的保險公司的授權代表及/或其指定收件人。

2.7 銷售保單的保險公司必須保存發送《聲明書》副本的全套紀錄，包括：《聲明書》正本、所有發送日期及發送形式的紀錄。保險代理登記委員會（下稱「委員會」）、保險經紀自律監管組織（下稱「經紀組織」）、保險業監督（下稱「保監」）或保聯屬下的壽險總會（下稱「總會」）調查投訴時，或會要求銷售保單的保險公司提供該等紀錄。

2.8 至於涉及內部轉保的保單，則有關保險公司必須制定內部監管機制及措施，確保全面履行本《守則》內訂明銷售保單及非銷售保單的保險公司需要承擔的責任。

3. 如何確定誘導轉保

3.1 誘導轉保：保險代理/經紀作出，不正確或有誤導成分。誘導轉保，指比較保單，誘使保單蒙受損失。

3.2 關公進保時天相險，轉同十他保序導須三其的程誘必的或單的現司訴聯保條出公投保售5能險獲。銷3.可保接。訴交至現的在排投轉3發單諾安出案3.身保承議作個第本售並建可將列司銷，何，會下公。訴任保，按險保投和轉後須保轉獲果導訴必如導接結誘投司一誘已查被關公序生戶調現疑有險程發客戶發懷獲保，實知客戶接該查確通知客客構，調者面通由如機司行或書內

3.3 由銷售保單的保險公司發現
此保險代理/經紀有責任監管其營銷隊伍的行為，故
必須審查其內部監管措施及所有《聲明書》，確保其
遵守本《守則》訂明的程序。

轉單查列
導保調下
誘有行按
紀現進須
經導須必
／誘必司
理紀司公
代經公險
險代理保
其代理保
疑保險，
懷保失屬
時其受轉
查證蒙導
審證戶誘
於據客果
司證令如
公質，。8
公實保動
險有轉行
保或人取
果，有採
如保持和

3.5 保險公司必須明白日後如有調查，《聲明書》是重要文
件，所以必須堅持及提供培訓，協助其求詳盡交代
《聲明書》的內容，及按《聲明書》的要求，險理
因及/或理據。

3.6 由如其他下列
非保險公行及
銷保險進第3.7
售保險公行及
單公司調及
的有的查3.8
的實保。8
質險如條
公證代理誘採
司證據/經導適
發證明現誘屬動
發現經紀轉當

達必有達完
試又。速內
嘗，排盡）
該慮安內天
應考或天五
司決實十十
公先事三四。
險是要後共排
保益重後合安
關權的轉後的
有的益轉前益
，戶權導前益
實客其誘（即權
屬保響認天客
能確影確五響
可任能在十影
保貴可須後或
動轉有何必隨作
行導且任司於工
的誘並戶公並進
取認，客險，跟
探確議知保議有
須旦協通的協所
必一成須關成成

3.8 如果有關保險公司認為出現誘導轉保，則：

(a) 銷售保險單

(i) 視乎情況而定，向委員會舉報該名保險代理，或向經紀組織或保監舉報該名保險經紀；

(ii) 暫停該名保險代理繼續銷售新壽險業務或暫停接受該家保險經紀涉及誘導轉保的行政總裁／業務代表銷售的新壽險業務；

(iii) 收回涉及該(等)新保單的佣金；以及

(iv) 書面通知客戶：-

- 可能有人以不專業手法向他/她銷售保單；
- 因此，客戶可以要求終止新保單，及恢復所有現有保單的效力；
- 他/她有權要求全數取回已繳付的新保單保費；
- 他/她必須於三十天內作出決定；以及
- 有關的保險代理已被暫停職務，無權再代表銷售保單的保險公司銷售新壽險業務；或者銷售保單的保險公司已暫停接受該家保險經紀涉及誘導轉保的行政總裁/業務代表銷售的新壽險業務。

(b) 非銷售保單的保險公司應該因應客戶的意願，擬定條件恢復客戶被誘導轉保的所有壽險保單，盡可能讓客戶的權益狀況回復舊觀，如同不曾轉保一樣。

3.9 如果有關的保險公司未能就曾否出現誘導轉保達成共識，投訴的客戶或保險公司可視乎情況而定，將個案轉交委員會、經紀組織或保監裁決。如果證明誘導轉保屬實，視乎情況而定，委員會、經紀組織或保監處分了，並會對有關的保險代理/經紀採取適當的紀律處分，並會通知投訴人他/她有權要求恢復所有現有保單的效力，以及要求全數取回已繳付的新保單保費。

4. 總會的角色

4.1 總會會因應壽險市場的運作及發展經驗，不時修訂本《守則》。

4.2 如果總會發現有保險公司違反上述程序，總會會：

(a) 要求該(等)保險公司合作；

(b) 盡力調停有關各方；及/或

(c) 如果有實質證據證明保險公司違反本《守則》，將有關個案轉交保監處理。

~ 完 ~

《客戶保障聲明書》註釋

- (A) 申請人/投保人申請/投保每一份新個人壽險保單時，保險代理/經紀必須協助申請人/投保人填寫《客戶保障聲明書》(下稱《聲明書》)。保險代理/經紀必須告知申請人/投保人，根據《壽險轉保守則》(下稱《守則》)，新壽險保單的保險公司(i)會於保單獲簽發後，將《聲明書》的副本隨保單文件送交申請人/投保人，(ii)並會將《聲明書》的副本送交所有已被取代或將會被取代的現有壽險保單的保險公司。《聲明書》所指的保險代理/經紀，均包括其負責人/行政總裁及業務代表。

為使新壽險保單的保險公司能處理申請人/投保人的投保申請，申請人/投保人應與保險代理/經紀合作填寫《聲明書》；《聲明書》將根據《守則》及保險業監督根據《保險公司條例》指明的適用於保險經紀的「最低限度規定」條文作為監管之用，而《聲明書》的副本或會被轉交予《聲明書》內「申請人/投保人聲明」下指定的機構。如欲查閱及/或更正《聲明書》內資料(如適用者)，申請人/投保人可向查閱及/或更正投保申請書內資料的同一單位提出。

- (B) 保險代理/經紀必須協助申請人/投保人填寫新壽險保單的保險公司的全名(保險公司可以於《聲明書》上預先印備商號)、有關投保申請書/建議書編號、新壽險保單申請人/投保人姓名、以及新壽險保單申請人/投保人的香港身分證/護照號碼，以資識別。
- (C) 任何購買壽險的交易，如涉及(i)任何現有壽險保單或其基本壽險保障的大部分保額已被終止或將被終止，或(ii)現有壽險保單內大部分的保證現金價值已被減少/將被減少，包括：大部分的保證現金價值已被提取/將被提取作為保單借貸，均會被視為「轉保」。現有壽險保單包括在新購壽險保單生效日前後的12個月內，申請人/投保人已經終止或將會終止的任何壽險保單。壽險保單包括所有類型的傳統壽險、年金及其他非傳統壽險保單。終止保單包括：讓保單失效、退保、或根據現有壽險保單的不能作廢條款，將保單轉為減額繳清/展期保單。「大部分」指「50%或以上」。若根據現有壽險保單的保單條款，將定期壽險保單轉為終身壽險保單(或某些形式的長期壽險保單)，則不會被視為「轉保」。
- (D) 如果申請人/投保人回答A部第1(a)及1(b)項時都選擇「否」，則只須詳閱A部的「聲明」並簽署，而毋須填寫其餘部分。

(E) 如何填寫《聲明書》

- (1) 如果申請人/投保人回答(a)及(b)項時都選擇「否」，在申請人/投保人簽署A部之前，保險代理/經紀必須向申請人/投保人解釋「聲明」的內容。申請人/投保人毋須填寫B部。

如果申請人/投保人回答(a)或(b)項時選擇「是」，保險代理/經紀則必須協助申請人/投保人填妥第2至5項，並必須向申請人/投保人解釋和商討以新壽險保單取代任何現有壽險保單，或取代任何現有壽險保單內大部分的壽險成分，對申請人/投保人在財務、受保資格及索償資格產生的所有影響，以及其他考慮因素。申請人/投保人或需向其現有壽險保單的保險公司查詢進一步資料。申請人/投保人毋須簽署A部。

- (2a) 保險代理/經紀必須協助申請人/投保人填寫轉保構成的估計損失，可用開立保單費用一般為已被取代或將會被取代的基本壽險保單的兩年保費或整付保費的10%作為參考。如果保險代理/經紀填寫的估計損失等同或高於參考金額，則保險代理/經紀毋須交代原因。保險代理/經紀可用其他方法計算財務損失，但必須有合理理據支持其估計損失。假如保險代理/經紀認為轉保對申請人/投保人不會造成任何財務損失或估計損失少於兩年保費或整付保費的10%，則必須交代原因及理據。

- (2b) 保險代理／經紀必須協助申請人／投保人以相同的保額來比較現有壽險保單和新壽險保單的年付保費；假如保險代理／經紀認為新壽險保單的年付保費不會較現有壽險保單為高，則必須交代原因。
- (2c) 保險代理／經紀必須協助申請人／投保人填寫現有壽險保單和新壽險保單於申請人／投保人剛年滿 65 歲的保單周年日時的保證現金價值，或如果上述其中一份保單／所有保單於 65 歲前期滿，則以最先期滿的保單的期滿年度為準，填寫各保單於該年度的周年日之保證現金價值。除非申請人／投保人在「現有壽險保單的保證現金價值」下預留的空格上書面聲明他／她不願意披露該等資料，否則保險代理／經紀必須向申請人／投保人索取該等資料。
- (3) 在申請人／投保人回答此問題之前，保險代理／經紀必須向申請人／投保人解釋健康狀況、職業、生活習慣／嗜好及參與的康樂活動的改變對是次轉保的影響。
- (4a) 保險代理／經紀必須協助申請人／投保人填寫現有壽險保單和新壽險保單的「自殺條款」期限的屆滿日期。新壽險保單的「自殺條款」期限的屆滿日期會是新壽險保單簽發日後的月數。除非申請人／投保人在「現有壽險保單」下預留的空格上書面聲明他／她不願意披露該等資料，否則保險代理／經紀必須向申請人／投保人索取該等資料。
- (4b) 保險代理／經紀必須協助申請人／投保人填寫現有壽險保單和新壽險保單的「可爭議期」的屆滿日期。新壽險保單的「可爭議期」期限的屆滿日期會是新壽險保單簽發日後的月數。除非申請人／投保人在「現有壽險保單」下預留的空格上書面聲明他／她不願意披露該等資料，否則保險代理／經紀必須向申請人／投保人索取該等資料。
- (5a) 保險代理／經紀必須協助申請人／投保人詳列在現有壽險保單下享有而新壽險保單卻沒有提供的附加保障利益，但毋須填寫每項附加保障利益的細節。除非申請人／投保人在預留的空格上書面聲明他／她不願意披露該等資料，否則保險代理／經紀必須向申請人／投保人索取該等資料。
- (5b) 除非申請人／投保人在預留的空格上書面聲明他／她不介意新壽險保單是否較為切合他／她，否則保險代理／經紀必須協助申請人／投保人詳列新壽險保單較為切合申請人／投保人之原因。
- (5c) 保險代理／經紀必須協助申請人／投保人回答此問題。
- (6) 在申請人／投保人簽署「申請人／投保人聲明」之前，保險代理／經紀必須向申請人／投保人解釋「聲明」的內容。
- (7) 保險代理／經紀必須簽署「保險代理／經紀聲明」，聲明他／她已經向申請人／投保人全面解釋申請人／投保人就取代任何現有壽險保單作出的決定對申請人／投保人造成的有關影響，並聲明他／她沒有作出任何不正確或有誤導成分的言論和比較，或隱瞞任何資料，以致影響申請人／投保人的決定。
- (註： 如果《聲明書》預留的空格不足，請附加紙張，但保險代理／經紀及申請人／投保人必須在所有附加紙張上簽署。)

~ 完 ~