



**MI Insurance Brokers Limited**

## **Terms of Business**

## **服務條款**



**MI Insurance Brokers Limited**

# Important Information and Our Terms of Business

**MI Insurance Brokers Limited (“MI”)** whose registered office is at Unit 2704, Universal Trade Centre, 3-5A Arbutnot Road, Hong Kong, is a licensed insurance broker company authorised under the Insurance Ordinance (Cap.41), you may check our details on the website of the Insurance Authority at [www.ia.org.hk](http://www.ia.org.hk) (Insurance Broker Company Licence No. FB1117).

**Our Role** MI gives advice on insurance policies to its clients and act as agents of its clients in dealing with insurers and other matters relating to insurance policies being procured by its clients.

**Why are we giving you this document?** This document is the contract between you and us, in respect of provision of our services to you as your insurance broker. It also contains information we are required by regulation to provide to you and the services we will provide you. It is important that you read this document carefully, particularly the sections entitled:

**Placing Services** which sets out the process upon which we arrange insurance on your behalf;

**Remuneration and Other Income** which sets out details of our earnings;

**Limitation of Liability** which sets out how we limit our liability.

If there are anything in this document that you do not understand or which you disagree, or if you have any questions, please contact us before we proceed to arrange your insurance and we will be happy to explain.

**If we do not hear from you within 30 days of sending you these terms of business, or if we receive an instruction or confirmation of an order to arrange insurance policy for you within this 30-day period, we will assume that you agree to these terms.**

**Remuneration Statement** Unless we have specifically agreed with you on the manner in which we will be remunerated for our services, the following statement shall apply to every insurance transaction we handle on your behalf: - *“MI Insurance Brokers Limited (the “Company”), Insurance Authority Insurance Broker Company Licence No. FB1117, is remunerated for its services by the receipt of remuneration paid by insurers. Your agreement to proceed with this insurance transaction shall constitute your consent to the receipt of such remuneration by the Company.”*

## 1. MANAGEMENT AND SERVICE STANDARDS

### 1.1 Quality and Standard of Service

In providing you with the services described in this document, we will advise you in accordance with your instruction in a professional and expeditious manner.

### 1.2 Managing Your Requirements

We will assign one or more Executive to take responsibility for the provision of the services which are described in this document. Such person(s) will be your primary point(s) of contact and we will ensure in so far as reasonably possible, continuity of and accountability for the services which we provide. The assigned Executive(s) will be supported by other employees to assist in the provision of the services and to provide service cover when required. Our aim is to deliver insurance solutions that satisfy your requirements effectively and efficiently.

## 2. TERMINOLOGY & LANGUAGE

In order to avoid repetition of words used in this document, unless inconsistent with the context, “the insurance” means each contract of insurance which we arrange or bring about on your behalf, “insurance” includes reinsurance, contract

of surety or guarantee and other risk transfer products, “Insurer(s)” include any insurer, reinsurer or other category of risk bearer and “claim” includes an incident which may give rise to a claim, as appropriate to the insurance.

All documentation, correspondence and communication we provide to you will be in English unless we separately reach agreement with you to use of another language.

## 3. PLACING SERVICES

### 3.1 Understanding Your Circumstances

In good time before negotiations with the Insurer(s) commence, we will seek to understand your objectives, needs and priorities of and other information from or about you which we need in order to enable us to make an assessment as to what insurance cover you would need. We will assist where necessary in the gathering and collation of material information and in its preparation for submission to the Insurer(s) who we consider to be suitable. In that regard, we would draw your attention to the sections of this document entitled **Duty of Disclosure** and **Selection and Solvency of Insurers**.

### 3.2 Quoting and Placing

We will seek from Insurer(s) on your behalf,



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competitive indications for insurance and coverage which are, in our opinion, suitable in terms of both price and coverage offered and we will advise you of the terms indicated by the Insurer(s) in such a manner as to enable you to make an informed decision on which insurance, if any, to purchase.

We will take diligent and timely steps to implement your instruction and, subject to available insurance market, place all the required insurance before its intended date of inception, renewal or extension, confirming to you prior to such date the coverage that is in place. If we are unable to fulfil your instruction, we will bring this promptly to your attention.

### 3.3 Documentation

We will advise you of the completion of the insurance arrangement(s). We will then arrange for appropriate documentation to be forwarded to you, which will provide you with formal confirmation or evidence of the insurance and the amount of premiums payable in respect thereof. We advise you to check this documentation when you receive it:

- An Evidence of Cover (which may be in one of four forms: a full copy of the slip, a cover note, a policy or a certificate) will provide details of the full terms of the insurance and identifies the Insurer(s) with whom your insurance has been placed. You should check the Evidence of Cover and satisfy yourself that it is entirely in accordance with your understanding and instruction. Any variance should be advised to us immediately.
- A debit note will indicate the premium charged by the Insurer(s) for the insurance plus applicable levies, taxes, any deductions allowed for you and the net amount payable to us. Where an Insurer requires premiums to be paid directly to them, this will normally be indicated on the premium debit note.
- A policy/ certificate/ insurance contract document will set out comprehensively the terms of the insurance and replaces any earlier Evidence of Cover. We will seek to obtain and issue to you as soon as reasonably practicable any insurance policy, certificate or insurance contract document which may be required in relation to the insurance, or in certain circumstances advise you that a policy is available upon request.

### 3.4 Mid-Term Changes to Your Policy

If you need to make any changes to your insurance during the policy period, please contact us immediately so that we can advise your Insurer(s) and obtain their agreement. We may also need to seek further information from you. We will inform you of the revised terms following receipt of your instruction and Insurer's confirmation.

### 3.5 Renewal of Your Insurance

We will approach you for renewal instruction/information, or provide you with renewal terms when received from Insurer(s), approximately 1 to 3 months before the expiry of your existing policy or contract. We will also advise you if renewal is not being invited and of any alternate terms, or to

obtain your instruction. **Please remember that your duty of disclosure applies for any alteration, extension or renewal of your insurance contract.**

### 3.6 Levies, Taxes & Other Charges

Any insurance levies, insurance premium tax, valued added tax or other charge which is payable in addition to the premium (for which the policyholder / insured is responsible) and which need to be remitted to the appropriate authority by the Insurer(s) will be indicated on the debit note.

## 4. DUTY OF DISCLOSURE

### YOU MUST BE AWARE OF THE DUTY OF DISCLOSURE IN RELATION TO YOUR INSURANCE AND THE SEVERE CONSEQUENCES OF A BREACH

The duty of disclosure under Hong Kong law requires you to provide Insurer(s) all material information relating to the insurance under consideration and all information you provide should be both complete and accurate. "Material" in this context refers to all information, which a prudent Insurer (not necessarily the Insurer in question) would wish to take into account when considering whether or not to accept the insurance and, if so, upon what terms and at what price. Material information does not necessarily have to actually increase the risk of the insurance under consideration.

The duty of disclosure continues up until the insurance has been concluded and "resurrects" in the event of any amendment to the insurance during the policy period or any extension or renewal. It may also be that the terms of the insurance contract include specific ongoing disclosure conditions or warranties which effectively extend the duty of disclosure post inception of the policy or contract.

In completing a proposal or claim form or any other material document relating to an insurance contract and in providing information to or for Insurer(s), the accuracy and completeness of all answers, statements and/or information is your responsibility and it is of paramount importance that all relevant information is provided and that it is accurate.

In the event that there is a breach of the duty of disclosure, the Insurer has the right to avoid the insurance from its commencement. Under such circumstances, the Insurer would be entitled to seek recovery of any claims already paid by them under the insurance. Although at the same time the Insurer would generally be obliged to return paid premium (in the absence of dishonest conduct).

The duty of disclosure and the consequences of its breach may vary to a limited degree from the foregoing, dependent upon the law(s) of which country is applicable to your insurance.

**If you are in any doubt as to the ambit of the duty of disclosure or whether a piece of information ought to**



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be disclosed, please do not hesitate to contact us.

### 5. SELECTION AND SOLVENCY OF INSURERS

Our selection of Insurers is generally based on our knowledge and experience of the relevant market sector, its products, and the financial standing of the Insurer(s). We use both local and overseas (where use of overseas insurers is permitted by local laws) Insurers to obtain the best cover terms available for you. If you choose to use an Insurer authorised in other jurisdiction but not authorised under the Insurance Ordinance (Cap. 41) to conduct insurance business in Hong Kong (“Insurers not authorised in Hong Kong”) you should note that:

- (a) a different legal and regulatory regime may apply to Insurers not authorised in Hong Kong and as such your ability to enforce your legal rights or seek compensation may vary; and
- (b) Insurers not authorised in Hong Kong are not subject to the provisions of the Insurance Ordinance (Cap. 41), which establishes a system of prudential supervision of authorised Insurers in Hong Kong.

We accept no responsibility for the financial performance of any Insurer(s) and will not be responsible in any circumstances in the event that they are unable, for whatever reason, to meet their obligations to you. If you have any concerns about the Insurer we are using to provide cover, please contact us immediately.

### 6. CONFIDENTIALITY AND PERSONAL DATA PRIVACY

We will treat any information we receive from you as confidential. Any information that you provide to us will not be used or intentionally disclosed outside MI by us except in the normal course of negotiating, maintaining or renewing the insurance, or for handling any claims, unless:

- (a) we have obtained the necessary consent from you;
- (b) we are required to disclose the information by a court of competent jurisdiction or governmental or regulatory body having the requisite authority over us; or
- (c) the information is already in the public domain or has been received by us from a third party not under any duty of confidentiality.

We will take appropriate steps to maintain the security of your confidential documents and information which are in our possession. We may share your information with other parties to assist us with your insurance arrangements. We, or they, may wish to inform you of other services or products which could be of interest to you.

We undertake to comply with the Personal Data (Privacy) Ordinance (Cap. 486) in all our dealings with any personal data you provide to us. A copy of our Privacy Policy Statement setting out the kind of personal information we hold, main purposes for which it is held or is to be used and our policies and practices in relation to personal information can be obtained from our website at [www.mibins.com/privacy](http://www.mibins.com/privacy).

### 7. CLAIMS SERVICES

#### 7.1 Claim Notification

Terms of Business 112020 (Updated on 22.3.2021)

Claims should be notified to us (or to Insurer or named other party if the insurance policy or insurance contract provides for

direct notification to them) promptly and without delay. If you have a third party claim, we would advise you not to compromise that claim or admit liability until you have Insurer’s approval to do so. You should familiarize yourself with the notification conditions in your policy or contract and observe all conditions relating to the reporting and handling of claims and circumstances – failure to do so may well lead to your claim not being paid. Upon our receipt of a claim notification from you, we will undertake an assessment of that claim. If we consider that notice of that claim is not required or if the notification appears deficient in any way, we will promptly explain to you the position and seek your further instruction.

We will notify the participating Insurer(s) of the claim in a timely fashion. We will then promptly communicate to you any information, comments or advices, received from the Insurer(s), in relation to the claim notice(s).

#### 7.2 Claim Negotiation and Settlement

Where instructed we will diligently pursue settlement and, where agreed with the Insurer(s), the collections of any claim under the insurance and seek to secure the fullest recovery possible within the terms, conditions and limitations of the insurance. We will not compromise the amount of any claims settlement without your prior approval. Where applicable, we will provide you with written confirmation of the acceptance of the claim and the amount of settlement agreed by the Insurer(s).

### 8. MAINTENANCE OF RECORDS

During the period of our appointment, we will make, maintain and keep a record of all material particulars relating to our arrangement and/or administration of the insurance, including the notification, processing and resolution of any claims under the insurance for which we provide claims related services. Such records may be kept in paper based, electronic or any other medium we consider appropriate provided that they are either in a legible form or capable of being reproduced in a legible form.

Subject to any lien which we may be legally entitled to exercise, we will reproduce and forward to you (or to any party you request), copies of the documents and records to which you as our client are legally entitled, but we reserve the right to charge you for the reasonable costs of reproduction and forwarding and to retain copies for our internal requirements.

### 9. CONFLICTS OF INTERESTS



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In performing our services, situations may arise where a conflict of interest arises. Examples of conflicts can include where we earn a fee from you for performing our services and also earn a commission from an insurer; or where we act as agent of the insurer in settling claims or arranging insurance; or where one client we represent makes a claim against another client we represent. Should such a situation arise we will advise you so that you can make an informed decision about the conflict (and if applicable, the specific action we will take to manage that conflict). If you object to the particular conflict, then you will need to advise us. Your instruction or confirmation of an order to arrange the insurance on your behalf will be taken as your informed consent to proceed in the manner proposed. If we feel that it is not possible to manage the conflict fairly, we will withdraw from the arrangement and advise you accordingly.

### 10. REMUNERATION AND OTHER EARNINGS

#### (a) Commission:

Unless we have specifically agreed with you on the manner in which we will be remunerated for our services, we will be remunerated by receipt of commission paid by insurers we use out of the premium paid by you. This percentage will have been contractually agreed between us and the Insurer. We earn different percentages for different classes of business and from different Insurer(s).

#### (b) Fee and Other Earnings:

We may charge you a fee or receive a commission and also charge you a fee for our services. Whenever we charge a fee (whether with or without commission) that amount will be agreed with you in advance and will be disclosed to you separately to the insurance premium.

We reserve the right to negotiate with you appropriate additional fee charges to cover administration, documentation, visits or other costs. This may include higher costs of claims handling for exceptional or significant claims activity or major losses, but will explain and disclose any such charges to you separately before you become liable to make any such payments.

In absence of any specific agreement with you, in the event your policy or contract is cancelled before the end of the policy period (for whatever reasons) we will retain:

- if it is a commission from the insurer, the commission on the full period of insurance (i.e. we will keep the commission on any refund premium)
- if it is a fee paid/payable by you, the amount of fee on the full period of insurance

You should be aware that we may on occasion advise you of the need to use other insurance brokers to assist us in arranging and placing your insurance. These insurance brokers may earn and retain commission in addition to the fee we have agreed with you. Should this involve use of other parties, we will advise you if we earn additional commission to the agreed fee.

We may also receive additional income from the following sources:

- i. Interest earned on client money held by us in accordance with the section on **The Receiving and Holding of Client Money**.
- ii. Arrangements with Insurers whether or not identifiable to any specific client or account to provide other services to Insurers that may include:
  - We may be requested to arrange facultative or treaty reinsurances for the insurer(s) with whom we effect insurance. These reinsurances are separate and distinct contracts where we act as agent of the insurer(s) concerned, and for which remuneration may be paid separately by the insurer(s) or their reinsurer(s) and are outside the scope of our agreement with you;
  - Electronic platform access / software licence fee which we may charge Insurers for access or use of platform / software developed and/or maintained by us; and
  - Risk consulting, marketing or other service fees for any specific services which we may provide to the Insurers.
- iii. Referral Fees from MPF scheme providers for services relating to MPF products that we referred to them for you.
- iv. Fee from health care/life style service providers for sourcing and/or administering employees benefit add on services for you.

The additional income described above may give rise to a conflict of interest between you, us and/or the Insurer(s)/MPF scheme providers/other service providers concerned. We will take care to ensure that such conflicts are properly managed so we continue to act in your best interests.

You are entitled at any time to request information regarding any income which we earn as a result of placing your insurance. We will respond to your request in writing.



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### 11. THE RECEIVING AND HOLDING OF CLIENT MONEY

Client money is any money that we receive and hold in the course of arranging or administering insurance on your behalf, or which we treat as client money in accordance with the Insurance Ordinance (Cap.41) and Insurance (Financial and Other Requirements for Licensed Insurance Broker Companies) Rules (Cap.41L).

#### (a) Client Account

We will provide protection for client money by holding all client money in a Client Account. This is completely segregated from our own money and there are regulatory controls on us regarding deposits and withdrawals from a Client Account and to conduct a regular reconciliation of the account.

#### (b) Use of Third Parties

We will inform you if we intend to arrange an insurance contract on your behalf, or transfer your money to Insurer(s), using another person, such as another broker or an outsource arrangement.

Where this involves another person outside Hong Kong, a different legal and regulatory regime may apply and money may be treated in a different manner. **You must notify us if you do not wish your insurance arranged with a particular firm or money passed to a particular firm or person in a particular jurisdiction.**

#### (c) Bank Accounts

We will deposit client money we receive in a Client Account with one or more Hong Kong approved banks.

#### (d) Interest on Client Money

Any interest earned on client money held by us will be retained by us.

#### (e) Funding

There may be occasions when we either voluntarily or involuntarily fund certain payments on your behalf or to you, whether in respect of insurance levies, premiums, return premiums, claims or otherwise. We will inform you in such an event, and you accept and acknowledge that such payments were made for your benefit and with your implied authority and that unless otherwise paid to us by insurer, you will repay the full amount of such payments to us and that, until you do so, the outstanding amount is a debt due from you to us.

#### (f) Tax

Dependent on the transaction, we may administer the payment of applicable taxes whether due from you or Insurers to the appropriate tax authorities. In doing so we can only undertake this role as an insurance broker, we cannot advise on the validity of any tax payment. Whilst we exercise reasonable care in relation to such

payments, we do not accept responsibility for payments or administration of any applicable taxes without specific instruction from yourselves or Insurers. We therefore request that if you have specific instruction relating to the payment or administration of any applicable taxes, you confirm those instructions in writing.

### 12. LIMITATION OF LIABILITY & FORCE MAJEURE

#### 12.1 Limitation of Liability

- (a) The following provisions of this section set out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of all losses, claims or liabilities arising under or in connection with this Agreement (including in respect of any indemnities), whether in contract, tort (including negligence), breach of statutory duty, or otherwise.
- (b) All warranties, conditions and other terms implied by law are, to the fullest extent permitted by law, excluded from this Agreement.
- (c) Nothing in this Agreement excludes or limits our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation.
- (d) Nothing in this Agreement excludes or restricts our duty or liability to you under the applicable regulatory system.
- (e) Subject to clauses (b), (c) and (d) above, our total liability to you, and any other parties that we agree a limit of liability with at your request (for example where we issue a letter to a third party) shall in aggregate be limited to HKD 1 million; and we shall not be liable to you for loss of or corruption of data, loss of profit, loss of anticipated savings, loss of business, loss of opportunity, depletion of goodwill, additional operational and administrative costs and expenses, the cost of procuring replacement goods or service, or any indirect or consequential loss or damage.

#### 12.2 Force Majeure

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from the events, circumstances or causes beyond its reasonable control, which shall be deemed to include, but not be limited to the following: act of God; civil commotion; failure of third party suppliers; sabotage; labour dispute and industrial action; delay of Insurer(s); explosion; or fire; and in such circumstances the time for performance shall be extended for a period equivalent to the period during which performance of the obligation has been delayed or failed to have performed, provided that if the period of delay or non-performance continues for 12 weeks, either party may terminate this Agreement by giving 14 days written notice to the other party.



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### 13. COMPLAINTS

We take complaints made against us very seriously and maintain a procedure to ensure that complaints are dealt with promptly and fairly.

If you wish to make a complaint, please notify your usual contact or to the Responsible Officer, either in writing to our registered office set out at the beginning of this document or by telephone at +852 2865 3263. If we cannot resolve your complaint straight away, we will acknowledge its receipt promptly and arrange for a senior manager to investigate the matter and provide you with a response. If you are not happy with the way your complaint has been handled, you may refer the matter to the Insurance Authority.

### 14. MONEY LAUNDERING, BRIBERY AND SANCTIONS

We are obliged to take reasonable steps to safeguard our company and our clients against the risk of financial crime. To achieve this, we may need to ask you to provide us with additional information to help establish proof of identity or legitimacy of any insurance transactions you ask us to undertake on your behalf. We are obliged to report to the Joint Financial Intelligence Unit any suspicion of money laundering at the first opportunity and we are prohibited from disclosing any such report. We will not agree to make payments to unknown third parties where we have had no direct dealings or knowledge of an involvement on your account.

As an organisation we have in place strict anti-bribery and anti-corruption procedures in accordance with applicable laws, regulations and best practice.

Insurance or reinsurance transactions or payments may be prohibited or subject to prohibition or restrictions under International Trade Sanctions ("ITS") covering (without limitation) trade in certain goods, territories or individuals. Where we discover or have reasonable belief that the arrangements we make or may put in place may be in breach of any form of ITS then we may immediately cease any part or all of that arrangement. This may result in us continuing to make arrangements on your behalf for some elements of your insurance program and not others. We will make you aware if this applies.

### 15. TERMINATING OUR APPOINTMENT

Either you or we may terminate our appointment to act as your agent in relation to the insurance by giving at least 30 days' notice in writing.

If you terminate our appointment less than one month prior to the renewal of your insurance and where we have commenced working on renewing your insurance, an additional fee shall be charged to be calculated based on 25% of the commission or fee that would otherwise have been payable to us for renewing all your insurance.

Termination of our appointment does not affect the rights, obligations or liabilities of either you or us in relation to the Terms of Business 112020 (Updated on 22.3.2021)

insurance, which have accrued prior to the termination date, but following the termination we will owe you no further obligations to provide any services in relation to your insurance. Upon termination of appointment all relevant files and claims files held by MI will be transferred to the new broker appointed by you according to your instruction. In the event you wish us to continue handle these claims on your behalf and we agree to do so, we reserve the right to charge a reasonable fee for these services.

As our commission or fee for bringing about or arranging the insurance is fully earned when your insurance is successfully placed, any unpaid commission or fee will become immediately due and payable to us upon termination of our appointment.

### 16. MEDIATION

Both of us agree that any dispute or difference between us arising out of or in connection with this Agreement or the services provided by us shall first be referred to mediation in accordance with the Hong Kong Mediation Council Mediation Rules or other mediation service provider selected by mutual agreement (hereafter referred to as the mediation service provider).

The mediator or mediators shall be selected by agreement between us in discussion with the mediation service provider. Failing such agreement, within 15 days of one of us requesting the appointment of a mediator, the mediator shall be appointed by the mediation service provider. Unless otherwise agreed, we shall share equally the costs charged by the mediation service provider.

### 17. RIGHTS OF THIRD PARTIES

No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) by a person who is not a party to this Agreement.

### 18. LAW AND JURISDICTION

Any disputes between us will be governed by and construed in accordance with the laws of Hong Kong and both of us agree to submit to the exclusive jurisdiction of the courts of Hong Kong.

**If we do not hear from you within 30 days of sending you these Terms of Business, or if we receive an instruction or confirmation of an order to arrange insurance policy for you within this 30-day period, it will be deemed acceptance by you of these Terms of Business.**



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## 重要信息與服務條款

**MI Insurance Brokers Limited (“MI”)** 是一家根據《保險業條例》(第 41 章)獲授權的持牌保險經紀公司,註冊地址位於香港中環亞畢諾道 3-5A 號環貿中心 2704 室。您可以在保險業監管局的網站 [www.ia.org.hk](http://www.ia.org.hk) 查詢我們的登記信息 (持牌保險經紀公司牌照號碼 FB117)。

**我們的角色** MI 向客戶提供有關保險的建議,並作為客戶的代理就有關購買保單的事宜代表客戶與保險人往來。

**為什麼我們向您提供本文件?** 本文件是您與我們之間就我們作為您的保險經紀人向您提供服務的服務合同。同時,本文件也包含了監管規定我們需向您披露的信息及與我們將向您提供的服務有關的信息。請您務必仔細閱讀本文件,特別是標題為以下內容的部分:

**安排/購買保險服務** 列出我們代表您安排/購買保險的程序;

**報酬及其他收入** 列出我們收入的詳細說明;

**責任限制** 列出有關我們責任的限制。

如您在本文件中有任何不理解、不同意或有疑問的部分,請在我們為您安排保險前告知我們,我們將非常樂意為您解釋。

**如我們在向您發送本文件後的 30 天內未收到您的任何反饋,或是在此 30 天內得到了您要求我們為您安排再保險的指示或確認,這將被視為您同意本文件中的條款。**

**報酬聲明** 除非我們與您就我們收取報酬的方式另有特別約定,下面的聲明將適用於我們與您的每一項保險交易:-

*“MI Insurance Brokers Limited (“本公司”), 保險業監管局持牌保險經紀公司牌照號碼 FB1117, 將藉收取保險人支付的報酬,作為其所提供服務的酬金。若閣下同意進行是項保險交易,將構成閣下同意本公司收取有關報酬。”*

### 1. 管理與服務標準

#### 1.1 服務的品質與標準

在向您提供本文件中描述的服務時,我們將根據您的指示為您提供專業、迅速的建議。

#### 1.2 管理您的要求

我們將安排一位或多位員工負責提供本文件中描述的服務。這位(些)員工將是您的主要連絡人,我們將在合理可能的範圍內,確保我們提供的服務的連續性。這位(些)員工將得到其他員工的支援,以協助提供服務並在需要時頂替該員工提供服務。我們的旨在能快速和有效地為您提供能滿足您要求的保險方案。

### 2. 術語和語言

為了避免在本文件中使用的措辭重複,除非上下文有不一致的情況,否則“保險”是指我們代表您安排或達成的每份保險合同;“保險”一詞包括再保險、保證保險或擔保契約及其他風險轉移產品,“保險公司”包括任何保險公司、再保險公司或其他類別的風險承擔者;“理賠”包括適用於保險合同的任何可能引起理賠的事件。

我們向您提供的所有文件、信函和通訊都將使用英文,除非我們與您另行達成協議使用另一種語言。

### 3. 安排/購買保險服務

#### 3.1 了解您的情況

在我們開始與保險公司協商之前,我們將適時尋求了解您的目標、需求和優先事項,以及我們所需要或與您有關的其他信息,以使我們能夠評估您的保險需求。我們將在必要時協助收集、整理、準備重要信息,並將其提交給我們認為合適的保險公司。有關這一點,我們在此提醒您注意本文件中題為**如實告知義務和保險公司的選擇和償付能力**的部分。

#### 3.2 詢價與投保

我們會代表您就我們認為合適的保險,包括價格和保障範圍兩方面,向保險公司要求具競爭力的報價。我們會就保險公司報價的條款向您提出建議,以使您能作出知情決定,選購保險(如有)。

視乎保險市場供應,我們會盡責和適時地執行您的指示,在預期保險生效、續期或延期前投保所有所需保險,並在該等日期前與您確認已有的保障。如我們未能執行您的指示,我們將儘早通知您。

#### 3.3 文件

在完成保險安排後,我們會向您報告,然後我們會安排將有關文件送交給您,此等文件為保險公司的正式確認或保險合同的證明及其所涉及的保費應繳金額。當收到文件時,我們建議您仔細查閱:

- 一份受保證明(可以下列 4 中文件的其中之一:出單指示、承保確認、保單或保險證明),提供該保險所有條款的詳細資料,以及指出您所投保的保險公司。





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- 您應查閱該份受保證明是否完全如您理解並依從付款通知書上會顯示保險公司收取的保險費加上適用的保費徵費、稅金，允許您扣除的款項以及應支付給我們的淨額。當保險公司要求保險費直接支付給他們時，該情況會寫明在付款通知書上。
- 保單/保險證書/保險合同文件將提供完整的保險合同條款並取代之前的受保證明。我們將會在合理可行的時間內取得或向您發出與您的保險有關的保單、保險證書或保險合同文件。在某些情況下，我們會通知您，您的保單僅根據您要求提供。

### 3.4 中途更改保單

在保險期間如果您需要對保單作任何更改，請立刻與我們聯繫，以便我們能通知您的保險公司，並取得他們同意。我們也可能需要向您要求進一步資料。在收到您的指示及保險公司確認後，我們會告知您已更改的條款。

### 3.5 續保

在您目前的保單或保險合同到期前約 1-3 個月，我們會聯繫您要求續保指示/資料，或向您提供從保險公司取得的續保條款。如不被邀請續保或有任何替代條款，我們將會通知您，或向您索取指示。請謹記您的告知義務適用於您的保險合同的任何變更、延期或續保。

### 3.6 保費徵費、稅金與其他費用

任何需由投保人或被保險人支付的除保險費以外的保費徵費、保險費稅金、增值稅或其他費用，以及需由保險公司支付給適當的有關機構的費用，將在付款通知書上列明。

## 4. 如實告知義務

**您必須清楚了解有關您的保險的披露責任和違反該責任的嚴重後果。**

根據香港法律的披露義務要求，您應向保險公司提供與所考慮的保險有關的所有重要信息，並且您提供的所有信息都應是完整並準確的。“重大”在此處是指審慎的保險公司（不一定是在考慮中的保險公司）在考慮接受投保與否、如願意接受投保會按何種條款和價格承保。重大信息的範圍並不要求信息一定會增加被考慮保險的風險。

披露責任一直持續到保險合同成立為止，並且在保險期內對保險作出任何修改或任何延期及續保時“復活”。保險合同的條款也可能包括特定的持續披露條件或保證，這些條件或保證有效地延長了保險合同成立後的披露責任。

在填寫與保險合同有關的投保書或索賠表或任何其他重要文件以及向/為保險公司提供信息時，所有答案、陳述和/或信息的

準確性和完整性是您的責任，並且，提供所有相關信息且提供的所有信息都準確是至關重要的。

在違反披露義務的情況下，保險公司有權宣告保單自始無效。在這種情況下，保險公司有權追回他們已經在保險合同項下支付的任何賠款。儘管在同一時間，保險公司通常有義務退還已收取的保險費（在沒有不誠實行為的情況下）。

披露義務及其違反後果可能會在一定程度上與上述內容有所不同，具體取決於適用於您的保險合同的國家/地區的法律。

**如您對告知義務的範圍，或應否披露某一信息有任何疑問，請儘快與我們聯繫。**

## 5. 保險公司的選擇及償付能力

我們選擇保險公司一般基於我們對有關市場的知識和經驗、該市場的產品，以及保險公司的財務狀況等考慮因素。

我們使用本地和（在法律允許的情況下）海外保險公司來為您提供最佳的承保條款。如果您選擇使用在其他司法管轄區獲得授權但未獲得保險業監管局根據《保險業條例》（第 41 章）授權的保險公司（“未在香港獲得授權的保險公司”），則應注意：

- (a) 未在香港獲得授權的保險公司可能適用不同的法律和監管制度，因此您行使自己的合法權利或尋求賠償的能力可能會有所不同；及
- (b) 未在香港獲得授權的保險公司不受《保險業條例》（第 41 章）的規定約束，該條例建立了對獲得香港授權的保險公司進行審慎監管的制度。

我們不能對任何保險公司的財務狀況負責，以及在任何情況任何原因下，保險公司若不能履行他們對您的責任，我們也不能負責。如您對我們會選用為您提供保險的保險公司有任何疑慮，請立刻與我們聯繫。

## 6. 保密性和個人信息隱私保護

我們將對您提供給我們的任何信息保密。除了在對保險的協商、維護、續期或處理理賠的正常過程中，我們將不會在 MI 外使用或故意披露您提供給我們的任何信息，除非：

- (a) 我們已經獲得您的同意；
- (b) 我們被具有管轄權的法院、政府或監管機構要求披露信息；或
- (c) 信息已被公開或我們從沒有任何保密義務的第三方獲得信息。

我們將採取適當的步驟來維護我們擁有的您的保密文件和信息的安全。我們可能會的其他方共享您的信息，以協助我們為您安排



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保險。我們或他們可能希望將您可能感興趣的其他服務或產品告知您。

我們承諾在處理您提供給我們的任何個人信息時遵守《個人資料(私隱)條例》(第486章)。一份列有我們持有的個人信息的種類,持有或使用個人信息的主要目的,以及我們有關個人信息的政策和程序的《隱私政策聲明》可以通訪問此頁面 [www.mibins.com/privacy](http://www.mibins.com/privacy) 獲得。

### 7. 理賠服務

#### 7.1 保險事故通知

您應儘快並無延誤地將保險事故通知我們或保險公司或如保單有相關要求,直接通知保險公司或指定的其他方。如果您有第三方索賠,我們建議您在獲得保險公司的批准之前不要妥協該索賠或承擔責任。您應熟悉您合同中的通知條件,並遵守與報告和處理保險事故及有關情況的所有條件,如未按規定做,可能會導致您的索賠無法獲得賠付。在收到您的保險事故(出險)通知後,我們會評估該理賠請求個案。如我們認為您的個案無需發出保險事故通知或如該保險事故通知有任何不足,我們會迅速向您解釋情況,並向您要求進一步指示。

我們會將保險事故通知及時提交給參與承保的保險公司。其後我們會及時地向您告知我們從保險公司所得的任何有關該保險事故通知的信息、評語或建議。

#### 7.2 賠償談判及賠付

如收到您的要求,我們會致力尋求與保險公司達成賠償方案,並在保險公司同意下,代為收取保險的賠償金,以及在該保險的條款、條件及範圍內盡力爭取可能取得的最大賠償。在未得到您的同意前,我們不會就任何賠償的金額作出妥協。在適用時,我們會向您提供保險公司就同意接納理賠請求以及所同意的賠償金額的書面確認。

### 8. 保存檔案

在受委托期間,我們會製作、保存和保留有關我們安排和/或管理該保險的所有重要細節,包括:在該保險下我們提供有關理賠服務的任何保險事故通知、處理和最終解決。此等紀錄可以用我們認為合適的紙質、電子或任何其他媒介形式保留,只要此等形式可被閱讀或能以可閱讀形式複製。

根據我們依法可以行使的任何留置權,我們可為您(或您要求的其他方)複製及送遞您可合法取得的文件和檔案副本,但我們保留權利就複製、送遞和內部保留所需副本,向您收取合理費用。

### 9. 利益衝突

在執行我們的服務時,可能會出現利益衝突的情況。利益衝突的情況可以包括我們向您收取服務費的同時向保險公司收取佣金;或我們作為保險公司的代理人處理索賠或安排保險;或我們所代表的一位客戶向我們所代表的另一位客戶提出索賠。如出現這種情況,我們將告知您,以便您知情後就衝突做出決定(如適用,我們將採取措施來管理該衝突情況)。如果您不接受該衝突情況,您需告知我們。您的指示或要求我們代表您為您安排保險的確認將被視為您知情並同意我們繼續作為您的保險經紀人為您安排保險。如果我們認為我們不能公平地處理衝突,我們將退出相關安排並告知您。

### 10. 報酬及其他收入

#### (a) 佣金:

除非我們與您達成特別的約定,否則我們將通過從您支付保險公司的保險費中扣除佣金作為我們提供服務的報酬。我們的佣金通常以保險費的百分比計算。我們和保險公司之間約定該百分比。我們對不同類別的業務和從不同的保險公司收取不同的百分比。

#### (b) 服務費和其他收入:

就我們提供的服務,我們可能會向您收取服務費,或在收取佣金的同時向您收取服務費。每當我們向您收取服務費(無論是否也收取佣金),服務費金額將會事先得您同意,該金額也會單獨於保險費向您披露。

我們保留與您協商適當的額外費用以支付行政管理、文件、拜訪或其他費用的權利。這可能包括對特殊的或重大的保險事故或損失的索賠處理而產生的更高的成本,但任何這樣的費用會在您有責任支付之前單獨向您解釋和披露。

在沒有與您達成任何特別的協議的情況下,如果您的合同在保單期間結束之前被取消(無論出於何種原因),我們將保留:

- 如果是保險公司的佣金,整個保險期間的佣金(即,我們會保留退回的保費中的佣金)
- 如果是您已支付或應支付的服務費,整個保險期間的服務費金額

您應該要意識到我們可能會有機會告知您需要使用其他保險經紀公司來協助我們安排和投保您的保險的情況。這些保險經紀公司可能會收取或保留另外於我們已與您達成協議的服務費的佣金。如果這涉及使用其他公司,我們將會告知您我們是否會收取另外於我們已與您達成協議的服務費的佣金。

我們也可能從以下來源獲得另外的收入:

- i. 根據本文件中**客戶款項的收取和持有**部分,我們持有客戶款項所賺取的利息。



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- ii. 與保險公司的安排，無論是否是對可識別的特定客戶或帳戶的，我們向保險公司提供的其他服務，包括：
- 我們可能會被要求為已與我們有保險合作的再保險公司安排臨分或合約再保險。這些再保險是單獨的合同，我們作為有關的再保險公司的代理人，再保險公司將另行支付給我們報酬，不在我們與您達成的協議的範圍內；
  - 我們可能向保險公司收取訪問或使用我們開發和/或維護的電子平臺/軟體的電子平臺/軟體許可證費用；
  - 我們可能向(再)保險公司提供的對於任何特定服務的風險諮詢、市場行銷或其他服務的費用。
- iii. 強積金計劃提供者就我們為您推薦的與強積金產品有關的服務的推薦費。
- iv. 為您採購和/或管理僱員福利附加服務從健康護理或現代生活模式服務供應商收取的服務費。

上述額外收入可能會在您、我們和/或保險人/強積金計劃提供者/其他相關服務提供者之間引起利益衝突。我們會注意確保妥善處理此類衝突，以便我們繼續為您的最大利益採取行動。

您有權在任何時候要求我們提供有關我們因為您安排保險而獲得的任何收入的信息。我們將以書面形式向您回覆。

### 11. 客戶款項的收取和持有

客戶款項是我們代表您在安排和管理保險的過程中收到和持有的資金，或根據《保險業條例》(第 41 章)和《保險業(持牌保險經紀公司的財務和其他要求)規則》(第 41L 章)被視為的客戶款項的資金。

#### (a) 客戶帳戶

我們通過將所有客戶款項保存在客戶帳戶中來為客戶款項提供保護。這與我們的自有資金是完全隔離的，客戶帳戶的存取款和帳戶的定期對賬都受到監管規定的管控。

#### (b) 第三方的使用

如果我們打算使用第三方，如另一家經紀公司或外包公司來代表您安排保險合同或將您的款項轉給保險公司，我們將通知您。

如果這涉及到香港以外的其他方，則可能適用不同的法律和監管制度，可能以不同的方式處理款項。**如果您不希望您的保險由某家特定的公司來安排，或不希望資金轉給在某特定司法管轄區的某特定公司或個人，您必須通知我們。**

#### (c) 銀行帳戶

我們會將收到的客戶款項存放在一個或多個香港受到認可的銀行的客戶帳戶中。

#### (d) 客戶款項的利息

我們持有的客戶款項產生的任何利息將由我們保留。

#### (e) 墊付資金

在某些情況下，我們可能會自願或不自願地代表您或向您墊付某些款項，無論是關於保險費、退回保險費、保險賠款或其他。在這種情況下，我們會通知您，而您亦接受並同意此類付款是為您的利益並經您的默示授權。除非保險公司向我們支付此款項，否則您將向我們全額償還此款項。在此之前，這些未償還款項是您對我們的欠款。

#### (f) 稅金

根據不同的交易，我們可能會管理您或保險公司應向適當的稅務機構繳納適用的稅金。在此過程中，我們只能擔任保險經紀人的角色，不能就任何納稅的有效性提供建議。儘管我們對此類付款以合理謹慎的態度對待，但未有您或保險公司的特殊指示，我們不對任何適用稅金的付款或管理承擔責任。因此，如果您有關於任何適用稅金的支付或管理的特殊指示，您應以書面形式向我們確認這些指示。

## 12. 責任限制和不可抗力

### 12.1 責任限制

- (a) 本節的以下規定列出了我們對您因本協議引起或與本協議有關的所有損失、索賠或責任(包括任何補償)的全部財務責任(包括我們的僱員、代理和分包商的行為或疏忽的責任)，無論是出於合同、侵權(包括過失)、違反法定義務或其他。
- (b) 所有根據法律而隱含的保證、條件和其他條款在法律允許的最大範圍內被排除在本協議之外。
- (c) 本協議的任何條款均不排除或限制我們對因我們的疏忽或欺騙性的虛假陳述造成的死亡或人身傷害的責任。
- (d) 本協議中的任何條款均不排除或限制我們在適用的監管體系下對您的責任或義務。
- (e) 關於上述 (b)，(c) 和 (d) 款規定，我們對您和我們應您的要求同意與之限制責任的任何其他方(例如我們向第三方出具信函)的全部責任總計不超過 100 萬港元；同時，我們不對您的數據丟失或損壞、利潤損失、預期存款的損失、業務損失、機會損失、商譽損失、額外的運營或行政管理的費用、購買替代商品或服務的費用、或任何間接的損失或損壞承擔責任。

### 12.2 不可抗力

任何一方不會被視為不履行合同或延誤或未有履行本合同內任何責任，若此不履行或延誤是由在他們合理控制範圍以外的事件、情況或原因而導致，這些包括但不限於下列原因：不可抗



## MI Insurance Brokers Limited

力、民眾騷亂、第三方供應商不能履行、破壞、勞工糾紛及工業行動、保險公司延誤、爆炸、或火災，在該種情況下履行責任的時間將因應延遲或不能履行責任的期間而作相應長度的延伸，假若連續 12 星期延遲或不能履行責任，任何一方可以提前 14 天以書面形式通知終止此合同。

### 13. 投訴

我們非常重視對我們的投訴，並備有程序保證投訴獲得迅速和公正的處理。

如果您要投訴，請通知您的日常聯絡人或我們的持牌保險經紀公司負責人，您可以以書面形式寄至本文件首部所列的註冊地址，或致電 +852 2865 3263。如果我們無法立即解決您的投訴，我們將立即確認其收悉，並安排高級經理進行調查後提供答覆。如果您對投訴的處理方式不滿意，可以提交至保險業監管局。

### 14. 洗錢、貪污賄賂及制裁

我們有責任採取合理措施保障我們公司和客戶免受金融犯罪風險。為此我們要求您提供額外資料，以助確認身份，或確認您要求我們代表您進行任何保險交易的合法性。我們有義務第一時間向財富情報組 (JFIU) 報告任何涉嫌洗錢的嫌疑，我們被禁止披露任何此類報告。我們不會同意繳費予我們從無直接交往或並不知悉其涉及您帳戶的不知名的第三方。

作為一家企業，我們按照適用法律法規和最佳守則設有嚴謹的防止賄賂和貪污守則。

保險或再保險交易或付款可能受國際貿易制裁禁止或限制，國際貿易制裁涵蓋的範圍包括(但不限於)就某類貨物、在某個區域或與某人的交易。如果我們發現或相信我們作出或可能實施的安排可能違反任何形式的國際貿易制裁，那麼我們可能會立即停止部分或全部的安排。這可能導致我們能繼續為您的安排保險計畫的某些部分但不能安排另外某些部分。我們會通知您如出現相關的情況。

### 15. 終止委託

您或我們可以通過至少提前 30 天發出書面通知來終止我們作為您保險有關的代理人的委託。

如果您在續保前不到一個月的時間內終止了向我們的委託，而此時我們已開始為您進行續保工作，我們將收取服務費，該服務費的金額為您原應支付的為您所有保險續保的佣金或服務費的 25%。

終止對我們的委託不會影響您或我們在終止日期之前應有的與保險有關的權利、義務或責任，但終止委託後，我們將不再有義務為您提供與您的保險有關的任何服務。委託終止後，MI 持有的所有與您的保險相關的文件和索賠文件將根據您的指示轉交至您委託的新保險經紀人。如果您希望我們繼續代表您處理索賠，並且我們同意，我們保留為此服務收取合理費用的權利。

我們為您提供服務所收取的佣金或服務費用在我們成功為您促成或安排保險時已全數確定賺取。因此，在委託終止後，任何未支付的佣金或服務費應立即支付。

### 16. 調解

我們雙方都同意，由於本協議或我們提供的服務而產生的或與之有關的任何爭議或分歧，應首先根據香港調解會 (Hong Kong Mediation Council) 的調解規則或通過雙方同意選擇的其他調解服務供應商進行調解 (以下簡稱“調解服務供應商”)。

調解員應通過雙方與調解服務供應商進行討論後達成的協議選擇。未能達成上述協議的情況，在雙方其中一方要求任命調解員的 15 天內，調解員應由調解服務供應商任命。除非另有約定，否則雙方應平均分擔調解服務供應商收取的費用。

### 17. 第三方的權利

根據《合約(第三者權利)條例》(第 623 章)，本協議的任何條款均不得由非本協議的一方執行。

### 18. 法律與司法管轄權

我們之間的任何爭議均受香港法律管轄並根據其解釋，我們雙方都同意香港法院對由本協議引起或與之有關的任何爭議、糾紛或索償有專屬管轄權。

如果我們在向您發送本服務條款後的 30 天內未收到您的任何反饋，或是在此 30 天內得到了您要求我們為您安排保險的指示或確認，這將被視為您同意本服務條款。