



AGENCY AGREEMENT

THIS AGREEMENT is made on the _____ day of _____ 20_____.

BETWEEN

MSIG Insurance (Hong Kong) Limited, a company incorporated in Hong Kong whose registered address is at 9/F., 1111 King's Road, Taikoo Shing, Hong Kong ("**the Company**");

AND

_____, holder of the Hong Kong Identity Card Number
(_____) whose residential address is at _____

("the Agent").

WHEREAS

- (1) The Company is an insurance company authorized to conduct general insurance business (as defined in the Insurance Ordinance, Cap. 41, Part 3 of Schedule 1 Classes of General Business) in Hong Kong;
- (2) The Agent is a licensed individual insurance agent in Hong Kong and intends to act on behalf of the Company to introduce selected insurance products to existing or potential clients of the Company ("Clients") through SCF Insurance Management Limited ("SCF") and indicate to the Clients about SCF's administrative role. The Agent will introduce insurance business to the Company and will receive a commission in accordance with the terms of this Agreement.
- (3) SCF, a company agent of the Company, will be responsible for providing relevant administrative services, including but not limited to client enquiry service, quotation document preparation, policy administration, to Clients introduced by the Agent in respect of the selected insurance products.

NOW IT IS HEREBY AGREED AS FOLLOWS:

- (1) Appointment
 - (a) With effect from the date of registration with the Insurance Authority ("IA") as the Company's appointed licensed insurance agent, the Agent shall act as the agent of the Company in Hong Kong for the purpose of introducing general insurance business to the Company during the continuance of this Agreement and subject to the terms hereof including any Schedule and/or Addendum hereto as from time to time varied and other instructions and directions given pursuant hereto.

- (b) The Agent shall not accept appointment as the agent of any other company or person for the introduction of insurance business of any class without the prior consent of the Company (such consent not to be unreasonably withheld).
- (c) It is understood and agreed that there is no employer-employee relationship either expressed or implied between the Company and the Agent and nothing contained herein shall be construed to create such relationship.
- (d) Without prejudice to the provisions of Clause 8(a) and Clause 8(b), the Company may by notice to the Agent discontinue either permanently or for such period as it shall think fit the acceptance of any new business of any class or classes (including the renewal of policies) by the Agent (where applicable) or discontinue either permanently or for such period as it shall think fit the acceptance of business introduced by the Agent to the Company and for the avoidance of doubt may discontinue for such period as the Company thinks fit all business of the Agent hereunder. Forthwith upon receipt of such notice, the Agent's authority to accept any risk or issue cover notes or policies in respect of the relevant class or classes of business shall cease. The Agent shall be entitled to continue to receive premiums in respect of existing business in the normal course and shall account for any premiums received as provided in Clause 4. The Agent shall not be entitled to any compensation for such discontinuance but shall remain entitled to receive commission in accordance with the provisions of Clause 5.

(2) Duties of the Agent

- (a) The Agent shall faithfully and diligently promote and transact the business of the Company and at all times act in accordance with the *Code of Conduct for Licensed Insurance Agents* issued by the IA (“**Agents’ Code**”) as summarized in part at Schedule 2 to this Agreement and all the applicable guidance notes and guidelines issued by the IA, Hong Kong Federation of Insurers (including the Code of Practice for the Administration of Insurance Agents, in particular the Conduct of Registered Persons for General Insurance Business and Restricted Scope Travel Business as set out in Part G and attached as Schedule 3 to this Agreement) and the relevant regulatory bodies, as may be amended from time to time.
- (b) The Agent shall at all times act strictly in accordance with and be subject to the instructions, directions and conditions which may from time to time be given to him by the Company. The Agent shall consult with the Company and obtain its approval in respect of any risks or matter for which the Company has made no provisions in its instructions.
- (c) The Agent shall in fulfilling his obligations hereunder use such forms, documents, materials and computer software programs (if any) as may from time to time be supplied to him by the Company for the purposes hereof and shall not amend or alter the same without the Company's prior consent. Any application/ proposal form received by the Agent must be promptly forwarded to the Company. If the Agent is authorised to issue or receive cover notes, policies, or other documents in the name of the Company all such documents issued or received by him shall be promptly copied to the Company.

- (d) Subject only to any authorization which may be given pursuant to Clause 3(a), nothing herein shall require the Company to accept any proposal for insurance of any person introduced by the Agent.
- (e) The Agent shall give immediate notice to the Company whenever he receives notice of any loss or claim made or to be made under a policy or any breach of any condition of or assignment of a policy, issued through his agency howsoever the Agent is aware thereof.

(3) Limitations of Authority of the Agent

- (a) Unless and to the extent that the Agent is otherwise authorised in writing by the Company, no authority is given to the Agent to accept risks on behalf of the Company, to issue cover notes or policies or bind the Company in any other manner to accept risks, to receive notice of alteration, cancellation, termination or assignment of any policy or to waive any condition of any policy and the Agent shall not represent to a proposed insured and/or policyholder or any other person that he is so authorised or that any risk has been accepted or cover effected or policy issued by or on behalf of the Company (whether on an original proposal or on a renewal) unless the Company has so notified the Agent in writing.

If the Agent is authorised to accept risks or issue cover notes or policies, then the Agent shall at all times strictly comply with any limits thereon and agrees that such limits may at any time be amended by the Company and he shall not represent to any prospective insured and/or policyholder or other person that he is authorised to accept risks or issue cover notes or policies in excess of the limits for the time being applicable.

- (b) The Agent shall not print, publish or distribute, or cause to be printed, published or distributed, any book, advertisement, pamphlet or other document containing the name of the Company or otherwise dealing, directly or indirectly, with the business of the Company or display, upload or otherwise use any of the Company's trademark(s) and/or logo(s) to or on the Agent's business website and business publications without the prior written consent of the Company.
- (c) The Agent is not authorised and shall not represent to any person that he is authorised to accept notice of loss, negotiate terms of settlement, settle or pay any loss or claim save where he is expressly directed to do so by the Company.
- (d) The Agent shall not save as specifically otherwise herein provided incur any liability on behalf of the Company, pledge or purport to pledge the Company's credit or make any other contract binding upon the Company.
- (e) The Agent shall not give any warranty, representation or promise with reference to policies issued by the Company save as authorised from time to time by the Company.

(4) Premium

- (a) The Agent shall be responsible to collect all required premium from the Clients. Premium should be directly settled to SCF or the Company. The Agent shall account to SCF or the Company for an amount equal to all moneys received from the Clients in payment of any premium. The Agent should not receive payment of premiums by way of cash.
- (b) The Agent shall pay to SCF or the Company, in such manner as the Company may direct, an amount equal to each premium due on relevant policies from the person or company taking out such policy ("the Insured") within the Premium Settlement Period as specified in the Schedule 1. The Agent agrees to pay the premiums due on all relevant policies irrespective of whether or not the Agent receives payment from the Insured and/or policyholder and to account therefore on the due date for payment by the Agent as aforesaid unless either:
 - (i) the Agent notifies the Company that the Insured and/or policyholder has defaulted in payment of the premium and such notice is received prior to the due date for payment of such premium by the Agent as aforesaid; or
 - (ii) if any policy is cancelled, as from its inception or otherwise, the Agent shall be liable to pay only such premium (if any) as may be due by reason of the cancellation of the policy and (if applicable) any re-calculation of the premiums due from the Insured and/or policyholder on the cancellation thereof in accordance with the terms of the relevant policy but where the Agent shall have received a greater sum from the Insured and/or policyholder in payment of premium, the Agent shall account for the same to the Company in accordance with Clause 4(b) or if so directed by the Company account to the Insured and/or policyholder therefor.
- (c) Without prejudice to the provisions of Clause 4(b), whenever and howsoever it comes to the knowledge of the Agent that any outstanding premium may be doubtful or bad, the Agent shall so advise the Company but such advice shall not constitute notice of default under Clause 4(b)(i).
- (d) If the Agent fails to pay to the Company the premiums in accordance with Clause 4 (b), the Agent shall on demand pay all expenses incurred (including but not limited to legal fees) by the Company in recovering any sum due from the Agent or the Insured and/or policyholder or any relevant policies.

(5) Commission

- (a) The Company shall pay to the Agent commission in respect of policies of the relevant class issued and renewed through its agency at such rate and calculated on such basis as are specified in the Schedule or as shall be decided upon by the Company from time to time and notified to the Agent or as may otherwise be specifically agreed prior to the issue of a policy in respect of any particular matter.
- (b) The Agent shall pay all costs and expenses incurred by him in the performance of his duties hereunder unless otherwise specifically agreed by the Company.

- (c) The Company will declare annually to the Inland Revenue Department the total commission paid to the Agent during the period from 1st April in one year until 31st March the following year and the Agent will comply with and observe all ordinances, regulations and statutory instruments as may be currently in force in Hong Kong and shall have particular regard to the Prevention of Bribery Ordinance (Cap. 201). The Company shall be under no liability in respect of the payment of any commissions received by the Agent other than those paid directly by the Company.
- (d) Any part of any commission or discount allowed to the Agent shall not be paid by the Agent to any director, partner or employee of any Insured and/or policyholder as an inducement to place the business with the Company unless the prior agreement and approval of the Insured and/or policyholder is received in writing. The Agent shall indemnify the Company for any loss, damage or expense resulting from any breach by the Agent of the provisions of this Clause 5(d).
- (e) The Company shall pay the commission to SCF. The Agent agrees that SCF is the Agent's appointed payment receipt agent and payment of commission by the Company to SCF in this regard shall discharge the Company's liability to pay the Agent under the Agreement. All premiums thereof shall be collected by SCF or the Company.

(6) Indemnity

The Agent shall indemnify the Company and hold it harmless against all loss, claims, demands, expenses and other liabilities incurred by the Company as a result of any breach of the terms in this Agreement or breach any laws and regulations by the Agent including without prejudice to the generality of the foregoing any representation made by the Agent which is not authorised hereunder or otherwise in writing by the Company.

(7) Books, Records, Financial Statement and Audit Report

- (a) The Agent shall keep full and proper books of account and other records in respect of and in such form as may from time to time be required by the Company for the purpose of showing all his transactions on behalf of the Company. Such books shall show any and all other matters and things in any way touching the business of the Agent.
- (b) The Company shall have the right at any time during normal business hours to examine such books and records by any officer or authorised representative of the Company (including its auditors) and the Agent shall afford all such facilities for inspection as may reasonably be required.
- (c) The Agent shall, at the request of the Company, deliver to the Company an audited financial statement which shows a true and fair view of the financial position of the Agent (including but not limited to details with regard to the Agent's profit and loss) as at the end of the financial year.

(8) Termination

- (a) This Agreement shall have effect from the date of Commencement of Services and shall continue thereafter unless and until either party hereto gives to the other not less than thirty (30) days' written notice of termination.
- (b) This Agreement shall forthwith be terminated without the needs for any notice to be given by the Company if:
 - (i) the Agent shall (being an individual) die or have a petition for a bankruptcy order to be made against him presented to Court or have a bankruptcy order made against him or any analogous proceedings in any other jurisdiction instituted against him or (being a company) pass a resolution to wind-up or have a petition for winding-up presented against him or any analogous proceedings instituted against him or take any such steps himself in Hong Kong or elsewhere for his winding-up or dissolution; or
 - (ii) the Agent shall make a general assignment, composition or arrangement for the benefit of creditors or suspend the transaction of the Agent's usual business or any substantial part thereof, or admit in writing its inability to pay his debts as they become due; or
 - (iii) any judgement against the Agent shall be entered which for a period of thirty (30) days shall neither be satisfied nor stayed pending appeal; or
 - (iv) any receiver or officer of any court or governmental authority shall be appointed or take possession or control of any substantial part of his assets or property or control over his affairs and obligations; or
 - (v) in case the Agent is a partnership, if any of the above events shall occur in respect of the firm or any of the partners of the firm; or
 - (vi) the Agent is de-registered by the IA.
- (c) On termination:
 - (i) all forms, documents, materials and computer software programs supplied by the Company to the Agent for arranging contracts of insurance with the Company and the copyright and other intellectual property rights whatever nature in such forms, documents, materials and computer software programs are and shall remain the property of the Company and shall be returned as the Company may reasonably require at the expense of the Company;
 - (ii) the Company may if it thinks fit publish and/or circulate to any Insured and/or policyholder such notice or notices of the termination of the Agent's appointment and the Company shall have power to carry on business with any such Insured and/or policyholder notwithstanding termination of this Agreement;

- (iii) the Agent shall account to the Company for all premiums due from him hereunder up to the date of termination and for any premiums received by him whether or not payment thereof to the Company would otherwise be due under Clause 4(b) and any premiums not paid may be deducted from the commission (if any) due to the Agent (but the Company shall not be obliged so to do);
 - (iv) the Agent shall be entitled to receive all commission accrued to the date of termination but shall not be entitled to any compensation in respect of termination or to commission on premiums due from any Insured and/or policyholder after the date of termination; or
 - (v) the Company shall if termination is for a cause relating to a breach of the Agents' Code or Part X of the Insurance Ordinance (Cap 41) notify the IA of the relevant particulars and notify the Agent that it has so done.
- (d) Any termination of this Agreement howsoever occurred shall not affect the rights and liabilities of each party accrued prior to termination or those obligations that are expressed to survive termination.

(9) Notices

- (a) Any consent or notice required to be given or sent hereunder must be in writing and signed by or on behalf of the Agent or the Company (as the case may be).
- (b) Any notice hereunder shall be deemed to have been sufficiently given if personally delivered or sent by letter or prepaid post to the address of the Company or the Agent (as the case may be) as appearing herein or to such other address in Hong Kong as may from time to time be notified to the Company or the Agent by the other. Any notice so sent shall be deemed to have been served on the day following the date of posting if posted in Hong Kong and in proving such service it shall be sufficient to prove that the envelope containing the notice was properly addressed, stamped and posted. Notice served by email shall be deemed received when in the ordinary course it may have been expected to be received.

(10) General

- (a) Neither party shall divulge any information in relation to the affairs or business of the other of a confidential nature.
- (b) Waiver of any provision hereof or waiver of a breach of any term shall not constitute a waiver in the other provision or of any future breach or breach of any other provision or operate as a continuing waiver.
- (c) This Agreement shall not be amended except by written agreement signed by the parties hereto.
- (d) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof as at the date hereof and supersedes any prior agreement or understanding.

- (e) The headings used in this Agreement are for convenience only and shall not form a part of this Agreement. Any words embodying the masculine gender include the feminine and any words indicating the singular case shall include the plural and vice-versa; words denoting persons include firms and corporations and vice versa.

(11) Confidentiality

- (a) All information of any nature and in any form (including oral, visual, written and electronic) obtained, created or disclosed in relation to or as a result of this Agreement (or the subject matter of this Agreement) whether prior to or following the date of this Agreement and regardless of whether it has been marked confidential, including any information relating to business affairs, products, services, marketing strategy, allocation and distribution strategy, pricing and actuarial information, developments, trade secrets, know-how, intentions, customers or potential customers (including such persons' personal information), software, systems, operations and processes of a party, its associates or affiliates ("Confidential Information") shall be held in confidence by the receiving party and in safe custody at all times and shall not be disclosed to any third party unless otherwise expressly provided in this Agreement or required by applicable laws or regulations of Hong Kong or with the other party's prior written consent.
- (b) The Confidential Information referred to in Clause 11(a) above does not include any information that:
 - (i) at the time of disclosure is available to the public, lawfully and not as a result of a breach by the receiving party of this Agreement;
 - (ii) was available, or becomes available through a third party having no obligation of confidentiality in respect thereof;
 - (iii) is developed or acquired by the receiving party independently of and without reference to anything provided by the other party; or
 - (iv) the disclosure is required by relevant regulatory authority, legal process, judicial or governmental order, law or regulation applicable to the receiving party provided that, as far as it is legally permitted to do so, the receiving party shall notify the other party prior to disclosure so that it has an opportunity to defend, limit or protect against such production or disclosure.
- (c) Each party agrees to protect the Confidential Information of the other party using not less than the same standard of care each party applies to its own Confidential Information and in any event not less than reasonable care, and that the Confidential Information shall be handled in such a way as to prevent unauthorized or inadvertent use, disclosure, dissemination or publication.

- (d) The receiving party shall use the Confidential Information solely for the purpose of performance of this Agreement and shall not disclose, divulge any Confidential Information to any third party other than its officer(s) and employee(s) on a strictly “need to know” basis and only to the extent necessary for the purpose of performance of this Agreement. The receiving party shall ensure that such officers, employee(s) to whom Confidential Information has been disclosed shall observe and comply with the confidentiality obligations in this Agreement.
- (e) The receiving party shall immediately notify the other party of any unauthorized disclosure, copying, or use or leakage of the Confidential Information of which the receiving party has become aware.
- (f) Upon the termination of this Agreement or upon written request of the other party, each party shall promptly return or destroy, delete, erase (as directed by the other party) all Confidential Information (including all copies thereof), except for those Confidential Information which is required to be maintained by applicable law or regulations.
- (g) The parties acknowledge that in the event of a breach of any confidentiality obligations in this Agreement, damages may not be an adequate remedy and accordingly, the parties agree that the non-defaulting party shall be entitled to injunctive relief (without affecting any other legal rights arising from such breach) to prevent a breach or continued breach, and to secure the enforcement of the confidential obligations in this Agreement.
- (h) This Clause 11 shall survive termination of this Agreement.

(12) Exclusion of Rights under Contracts (Rights of Third Parties) Ordinance

Any person or entity who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms of this Agreement.

(13) Law and Jurisdiction

This Agreement shall be construed in accordance with the laws of Hong Kong and the parties herein irrevocably agree to submit to the exclusive jurisdiction of the courts of Hong Kong.



IN WITNESS whereof the parties hereto have signed this Agreement the day and year first above written.

[Name of Agent]

Name:

For and on behalf of
MSIG Insurance (Hong Kong) Limited

Authorized Signatory



SCHEDULE 1

Premium Settlement Period (Clause 4b)

For General Insurance businesses, premiums received by the Agent on behalf of the Company are to be paid to SCF or the Company within 30 days of the issuance date of the relevant policy.

Agent's Commission (Clause 5a)

As may be agreed between the Company and the agent from time to time.

SCHEDULE 2

Code of Conduct for Licensed Insurance Agents (the “Code”) Forming Part of this Agreement

The general principles (“General Principle or GP”) of the Code are set out below.

- GP 1. Honesty and Integrity_**
A licensed insurance agent should be trustworthy and act honestly, ethically and with integrity.
- GP 2. Acting Fairly and in the Client’s Best Interests**
A licensed insurance agent should always treat clients fairly and act in their best interests.
- GP 3. Exercising Care, Skill and Diligence**
A licensed insurance agent should act with due care, skill and diligence.
- GP 4. Competence to Advice**
A licensed insurance agent should possess appropriate levels of professional knowledge and experience and only carry on regulated activities in respect of which the agent has the required competence.
- GP 5. Disclosure of Information**
A licensed insurance agent should provide clients with accurate and adequate information to enable them to make informed decisions.
- GP 6. Suitability**
A licensed insurance agent’s regulated advice should be suitable for the client and take into account the circumstances of that client.
- GP 7. Conflicts of Interest**
A licensed insurance agent should make every effort to avoid conflicts of interests and when such conflicts cannot be avoided, should manage them with appropriate disclosure to ensure clients are fairly treated at all times.
- GP 8. Client Assets**
A licensed insurance agent should have sufficient safeguards in place to protect the assets of clients.

Standards and Practices

The Code includes standards and practices relating to each General Principle which licensed insurance agents are ordinarily expected to adopt in carrying on regulated activities (the “Standards and Practices”). The Standards and Practices are either stated specifically in the Code or are incorporated into the Code by reference to other guidelines or codes issued by the IA, other regulators or professional bodies. A summary of the Standards and Practices set out in the Code is below, however, this is not an exhaustive summary and the Code should always be referred to in full:

(https://www.ia.org.hk/en/supervision/reg_ins_intermediaries/files/Agent_Code_Eng.pdf)

GP 1. Honesty and Integrity

- (a) A licensed insurance agent should make accurate representations to a client and should not provide any inaccurate, misleading or incomplete information to a client.
- (b) A licensed insurance agent should not offer any advantage to a director or a partner or an employee of a client.
- (c) A licensed insurance agent should comply and cooperate with all requisite laws, rules, regulations, codes, guidelines, circulars or other regulatory instruments administered or issued by any applicable legislature, authority or regulator.
- (d) A licensed insurance agent should not exert undue influence on a client or pressurize a client into making a material decision.
- (e) A licensed insurance agent should ensure that his client is made aware that it is its responsibility to ensure the accuracy and completeness of application and claim forms. A licensed insurance agent should not submit any application without confirming such accuracy and completeness.

GP 2. Acting Fairly and in the Client’s Best Interests

- (a) A licensed insurance agent should treat his client fairly and pay due regard to his client’s interests.
- (b) A licensed insurance agent should only recommend insurance products of its appointing insurers which meet the client’s interests.
- (c) A licensed insurance agent should give suitable, fair, impartial and objective regulated advice. This should be advice that a reasonable licensed agent would consider suitable for the client.

GP 3. Exercising Care, Skill and Diligence

- (a) A licensed insurance agent should always meet the standards expected of a reasonable and prudent licensed insurance agent.
- (b) A licensed insurance agent should take reasonable steps to carry out a client’s instructions accurately and promptly and notify the client of any delay or failure to carry out the same within a reasonable period.
- (c) A licensed insurance agent should ensure that the privacy and confidentiality of all client information is maintained and should not disclose the same except for in certain permitted circumstances.
- (d) If an insurance policy contains a cooling-off period provision, a licensed insurance agent should adhere to the practices stated in the Code.

GP 4. Competence to Advise

- (a) A licensed individual insurance agent and a licensed technical representative (agent) should have a good understanding of the key features of the different types of insurance products on which he may give regulated advice.
- (b) A licensed individual insurance agent and a licensed technical representative (agent) should not give advice on matters in relations to which he is not adequately trained or lacks the requisite skills or knowledge to carry on the regulated activity.

GP 5. Disclosure of Information

- (a) Where a licensed individual insurance agent is appointed by more than one insurer, the agent should identify the insurer being represented.
- (b) A licensed individual insurance agent should provide information on key features of an insurance product and should adequately explain differences when comparing products.
- (c) When assisting a client to make an insurance application, a licensed individual insurance agent should explain to the client that the agent has a duty to disclose material facts and the correct information, and indicate the material facts that ought to be disclosed.

GP 6. Suitability

- (a) A licensed individual insurance agent should, before giving regulated advice, carry out a suitability assessment of the client's objectives, circumstances, needs and priorities.
- (b) A licensed individual insurance agent should use reasonable efforts to ensure that the regulated advice given is suitable for the client on the basis of information he has received from the client.
- (c) Where a client insists on making a material decision contrary to the recommendation of a licensed individual insurance agent and, in the agent's opinion the decision is not suitable, the agent should:
 - i. ask the client for reasons for the decision;
 - ii. provide the client with an explanation as to why it is unsuitable; and
 - iii. confirm with the client that the decision is the client's own decision.The agent should document and keep a proper record of the above.

GP 7. Conflicts of Interest

- (a) A licensed insurance agent should avoid potential conflicts of interest and provide transparency through appropriate disclosure to the client namely that the agent is appointed by a specific insurer and can only advice on products offered by such appointing insurer.
- (b) A licensed insurance agent should explain any restrictions preventing the agent from promoting particular insurance products to a client.
- (c) Where a licensed insurance agent also has another business or occupation, it should not allow his interests in other business or occupation to jeopardize his integrity and competence as a licensed insurance agent.

GP 8. Client Assets

- (a) A licensed insurance agent should only receive a payment of premiums if within the scope of his authority.
- (b) A licensed insurance agent where applicable should handle any premium payment by his appointing insurer or appointing agency in the requisite manner and should maintain proper records of the same.



- (c) A licensed insurance agent should properly safeguard premiums received from clients and should avoid mixing premiums with his own personal funds.
- (d) A licensed insurance agent should refuse to receive payment in cash unless there is specific authorization from the appointing insurer, which is subject to control and limits.

SCHEDULE 3

Conduct of Registered Persons for General Insurance Business and Restricted Scope Travel Business Forming Part of this Agreement

1. A Registered Person shall at all times conduct business in good faith and with integrity.
2. In the event of a complaint concerning the conduct of a Registered Person, the Registered Person shall co-operate with the IA and the Principal or insurance agent concerned to establish the facts. The complainant should be informed that he should in the first instance refer the complaint to the relevant Principal or insurance agent. If the complainant is still dissatisfied he may refer the matter to the IA.
3. A Registered Person shall:-
 - (a) ensure that he is registered with the IARB in respect of the Line of Insurance Business to be engaged in prior to conducting such business;
 - (b) identify himself as a Registered Person acting on behalf of the Principal(s) or insurance agent he represents prior to discussing insurance policies with any person;
 - (c) disclose his registration number if so requested and identify his registration number on his business cards if they are distributed;
 - (d) display his name and registration number on the name plate put in front of the service desk or counter if he is registered as engaging in the Restricted Scope Travel Business and provides face-to-face insurance service at service desk or counter;
 - (e) give advice only on those matters in which he is competent to deal with or otherwise seek advice from his Principal(s) or appointing insurance agent when necessary;
 - (f) explain the cover afforded by each policy recommended to ensure that the potential policy holder understands what he is buying;
 - (g) explain the specific differences to which he is referring when making comparisons with other types of policies;
 - (h) treat all information supplied by a potential policy holder as confidential and disclose such information only to the Principal(s) or appointing insurance agent to which the business is being offered, and otherwise comply at all times with the provisions of the Personal Data (Privacy) Ordinance (Cap. 486) when dealing with personal data provided by a potential or current policy holder;
 - (i) not make inaccurate or misleading statements about any Principals or appointing insurance agent or their policies, or any other intermediaries;

- (j) not impose any charge in addition to the policy premium without disclosing the amount and purpose of such charge to the policy holder before the binding of the policy; and
 - (k) not pay any part of any commission or discount allowed to him to any director, partner or employee of any insured as an inducement to place the business with the Principal or appointing insurance agent, nor assist any other Registered Person to make such a payment, unless prior agreement and approval of the payment by the insured is received in writing.
4. In assisting a potential policy holder to complete the proposal or application form, a Registered Person shall:-
- (a) not influence the potential policy holder, and make it clear that the answers or statements given are the latter's own responsibility; and
 - (b) explain the consequences of fraud, non-disclosure and inaccuracies to the potential policy holder and draw his attention to the relevant statements in the proposal form.

Source:

https://www.ia.org.hk/en/supervision/reg_ins_intermediaries/files/8a_HKFI_CoP_for_Admin_of_Agents_v7b_24_5_2018_20190823.pdf: