

# Business Principles

Lockton Companies (Hong Kong) Limited  
諾德保險經紀有限公司



## 1. INTRODUCTION AND SCOPE

**Lockton Companies (Hong Kong) Limited** whose registered office is at 9/F, PCCW Tower, Taikoo Place, 979 King's Road, Island East, Hong Kong, is an insurance and reinsurance intermediary authorised under the Insurance Ordinance (Cap.41) and registered with the Hong Kong Confederation of Insurance Brokers ("CIB"), you may check our details on the website of the CIB at [www.hkcib.org](http://www.hkcib.org) (Membership No.0095). We are also a registered Mandatory Provident Fund Intermediary and you may check our details on the website of the Mandatory Provident Fund Schemes Authority at [www.mpfa.org.hk](http://www.mpfa.org.hk) (Registration No.IC000217).

Our intention in issuing these Business Principles is to establish clearly with you the basis on which we will provide you with services in relation to each insurance policy or reinsurance contract which we arrange on your behalf, unless there is a more specific agreement between us. We also highlight certain important insurance practices and procedures that apply when arranging insurance, and provide you with more general information on our services.

We would urge you to read this document carefully, and use the information to decide if our services are right for you, particularly the sections entitled **Placing Services, Remuneration and Other Earnings, The Receiving and Holding of Client Money, Limitation of Liability**. If you do not wish our relationship to be governed in such a manner, please advise us in writing before we proceed to arrange your insurance. These Business Principles may be amended by us from time to time without notice to you and supersedes any previously version of Business Principles between us. For the latest version of our Business Principles please click [here](#).

**If we do not hear from you within 30 days of us sending you this Business Principles or if we receive an instruction or confirmation of an order to arrange cover on your behalf, whether or not within the 30 day period, this will in any event be deemed acceptance by you of this Business Principles.**

Please contact us immediately if there is anything in this Business Principles that you do not understand or with which you disagree, or if you have any questions, please contact your usual contact in the first instance who will be pleased to assist you.

## 2. MANAGEMENT AND SERVICE STANDARDS

### 2.1 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.

### 2.2 Managing Your Requirements

We will assign one or more Associates 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 Associate(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.

## 3. 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, "(Re)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.

## 4. PLACING SERVICES

### 4.1 Establishing Your Demands and Needs

In good time before negotiations with the (Re)Insurer(s) commence, we wish to establish a proper understanding of your insurance requirements. We will assist where necessary in the gathering and collation of material information and in its preparation for submission to the (Re)Insurer(s) who we consider to be appropriate. In that regard, we would draw your attention to the sections of this document entitled **Duty of Disclosure and Selection and Solvency of (Re)Insurers**.

### 4.2 Quoting and Placing

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

### 4.3 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 (Re)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 and any correspondence should quote the evidence of cover reference.
- ❖ A debit note will indicate the premium charged by the (Re)Insurer(s) for the insurance plus applicable levies, taxes, any deductions allowed for you and the net amount payable to us.
- ❖ A Policy/ Certificate/ Reinsurance Contract document will set out comprehensively the terms of the insurance. We will seek to obtain and issue to you as soon as reasonably practicable any insurance policy, certificate or Reinsurance Contract document which may be required in relation to the insurance, or in certain circumstances advise you that a policy is available upon request.

### 4.4 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 (Re)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 (Re)Insurer's confirmation.

#### 4.5 Renewal of Your Insurance

We will approach you for renewal instruction/information, or provide you with renewal terms when received from (Re)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 (re)insurance contract.**

#### 4.6 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 / reinsured is responsible) and which need to be remitted to the appropriate authority by the (Re)Insurer(s) will be indicated on the debit note.

### 5. 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 (Re)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 (Re)Insurer (not necessarily the (Re)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 policy or 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 policy or reinsurance contract and in providing information to or for (Re)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 (Re)Insurer has the right to avoid the insurance from its commencement. Under such circumstances, the (Re)Insurer would be entitled to seek recovery of any claims already paid by them under the insurance. Although at the same time the (Re)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 be disclosed, please do not hesitate to contact us.**

### 6. SELECTION AND SOLVENCY OF (RE)INSURERS

Our selection of (Re)Insurers is generally based on our knowledge and experience of the relevant market sector, its

products, our preference to deal with a limited number of (Re)Insurers in each market sector with whom we can develop trading relationships to the advantage of our clients, and the financial standing of the (Re)Insurers.

We use a wide range of Hong Kong and international (Re)Insurers to obtain the best cover terms available for you. If you choose to use an (Re)Insurer authorised in other jurisdiction but not authorised under the Insurance Ordinance (Cap. 41) to conduct insurance business in Hong Kong ("(Re)Insurers not authorised in Hong Kong") you should note that:

- a different legal and regulatory regime may apply to (Re)Insurers not authorised in Hong Kong and as such your ability to enforce your legal rights or seek compensation may vary; and
- (Re)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 (Re)Insurers in Hong Kong.

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

- name and address of the (Re)Insurer not authorised in Hong Kong;
- country of incorporation of the (re)insurer not authorised in Hong Kong;
- financial standing of the (re)Insurer not authorised in Hong Kong;
- which country's laws will determine disputes under the contract.

We will provide you with details of (Re)Insurers we use to place your insurance upon your request.

We accept no responsibility for the financial performance of any (Re)Insurers and will not be responsible in any circumstances in the event that they are unable, for whatever reason, to meet their obligations to you.

The final decision on the suitability of a (Re)Insurer will rest with you. If you have any concerns about the (Re)Insurer we are using to provide cover, please approach your usual point of contact immediately.

### 7. 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 the Lockton Group by us except in the normal course of negotiating, maintaining or renewing the insurance, or for handling any claims, unless:

- we have obtained the necessary consent from you;
- 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
- 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 divisions or companies within the Lockton Group 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 by clicking [here](#).

## 8. CLAIMS SERVICES

### 8.1 Claim Notification

Claims should be notified to us (or to (Re)Insurer or named other party if the policy or 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 (Re)Insurer's approval to do so. You should familiarize yourself with the notification conditions in your insurance policy or reinsurance 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 (Re)Insurer(s) of the claim in a timely fashion. We will then promptly communicate to you any information, comments or advices, received from the (Re)Insurer(s), in relation to the claim notice(s).

### 8.2 Claim Negotiation and Settlement

Where instructed we will diligently pursue settlement and, where agreed with the (Re)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 (Re)Insurer(s).

## 9. 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.

## 10. CONFLICTS OF INTERESTS

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 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.

## 11. 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, the following statement shall apply to each and every insurance transaction we handle on your behalf: Lockton Companies (Hong Kong) Limited (“the Company”) is remunerated for its services by the receipt of commission paid by insurers. Your agreement to proceed with this insurance transaction shall constitute your consent to the receipt of commission by the Company.

Our commission is taken from your premium payment upon receipt and usually calculated as a percentage of the insurance premium. This percentage will have been contractually agreed between us and the (Re)Insurer. We earn different percentages for different classes of business, from different (Re)Insurer(s) and from different insurance products.

### (b) Fee and Other Earnings:

We may charge you a fee for our services. Whenever we charge a fee, 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, unless another arrangement has been agreed in writing by us.

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 divisions or companies within Lockton, we will advise you if we earn additional commission to the agreed fee.

We may receive additional income from arrangements with (Re)Insurers whether or not identifiable to any specific client or account or other services we provide to (Re)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 (Re)Insurers for access or

use of platform / software developed and/or maintained by us.

- ❖ Risk consulting, marketing or other service fees for any specific services which we may provide to the (Re)Insurers.

The additional income described above may give rise to a conflict of interest between you, us and/or the (Re)Insurer(s) 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.

## 12. 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 CIB Regulations.

### (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 withdrawal 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 (Re)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 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 (Re)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 (Re)Insurers to the appropriate tax authorities. In doing so we can only undertake this role as an Insurance Intermediary, we cannot advise on the validity of any tax payment.

Accordingly, whilst we exercise reasonable care in relation to such payments, we do not accept responsibility for administration without specific instruction from yourselves or (Re)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.

## 13. LIMITATION OF LIABILITY & FORCE MAJEURE

### 13.1 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, shall in aggregate be limited to USD5 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.

### 13.2 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 (Re)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.

## 14. 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 register a complaint, please notify your usual contact, Division Head or the Chief Executive, either in writing or by telephone. 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 CIB or MPFSA.

## 15. 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.

#### **16. 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 3 months 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 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 will be transferred to the new broker appointed by you according to your instruction. In the event you wish us to 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.

#### **17. 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 HKIAC 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 they agree otherwise, we shall share equally the costs charged by the mediation service provider.

#### **18. 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.

#### **19. 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.

Lockton Companies (Hong Kong) Limited  
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**CIB** A member of the Hong Kong Confederation of Insurance Brokers  
A registered MPF Principal Intermediary

## **Our Mission**

To be the worldwide value and service leader in insurance brokerage, employee benefits, and risk management

## **Our Goal**

To be the best place to do business and to work



[www.lockton-asia.com](http://www.lockton-asia.com)