

樂信保險經紀有限公司 Loyal Insurance Advisers Limited

客戶服務協議

介紹

樂信保險經紀有限公司「樂信」是一家持牌保險經紀公司，其牌照編號為 FB1348。

根據《保險業條例》第 41 章，保險經紀人是指以保單持有人或潛在保單持有人的代理人身份在香港或從香港進行談判或安排保險合同的業務或就與保險有關的事項提供建議的人。

「樂信」所提供的服務

提供建議

在提供建議之前，我們將與您討論您的保險要求。

我們不提供有關稅務、會計、法規或法律事務的建議，您應在認為有必要時就這些問題採取單獨的建議。

談判和安置

收到您的書面或口頭指示後，我們將盡力滿足您的保險要求。

在您放置保險的過程中，我們將努力使您了解我們的談判進度，並確定是否有能力獲得您所尋求的保險。

在可獲得的保險人成立、續保或延期的預定日期之前，我們將盡合理的努力實施您的保險計劃，但要視可用的保險公司而定。

我們將為您提供有關建議的保險範圍的信息，以便您決定是否接受可用的保險範圍。

作為您的保險中介機構，我們將為您提供有關金融服務和重要合同信息的合理且適當的一般說明，並將回答您可能對建議的承保範圍、利益、限制、例外和條件有任何疑問。

市場安全

在任何情況下，我們都不會充當保險人，也不會保證或以其他方式保證用於您要求的任何保險人的償付能力。

因此，關於任何保險公司的適用性的決定權都在您身上。如果您對根據您的保險要求選擇的任何保險公司有任何疑問，則必須盡快通知我們。

保單管理

我們將向您發送文件，以確認代表您擔保的保險的基礎，包括保險公司的詳細信息，並在付款時出具發票。

我們將在合理可行的範圍內盡快轉發保單文件和對您保單的認可。

理賠

我們將在保單期內為我們提供的保單提供理賠服務。我們的理賠服務包括：在收到您的必要信息後，將索賠或情況通知保險公司；代表您解決索賠，並安排索賠的收集和/或解決。

您的責任

提案表格

您可能需要填寫提案表格、問卷或類似文件。我們將提供指導，但不允許我們代表您填寫文件。

信息披露

您有責任向我們提供我們要求您提供的信息，以使我們能夠尋求所尋求的掩護。

對於因您的任何延誤或失敗而引起的任何後果，我們概不負責。

您的保單

您有責任檢查保險單的證據，以確認它能正確反映保險單、條件、限額和您所需的其他條款。

應特別注意任何政策條件、擔保和索賠通知規定，因為不遵守可能會使您的承保範圍無效。如果有任何差異，請立即與我們聯繫。

理賠

您有責任通知索賠或可能引起索賠的潛在情況。

保單可能會在保單到期日之後很久才提出索賠，因此，將保單文件保存在安全的地方非常重要。

情況變化

如果您的情況有任何可能影響我們提供的服務或您的保險單所提供的保險範圍的變化，您將在合理可行的範圍內盡快將其告知我們。

提供信息

本文檔概述的我們從事的所有活動均由我們提供，僅供您專有使用，我們提供的與我們的服務有關的所有數據、建議、提議、報告和其他信息僅供您單獨使用。

您同意未經我們明確的書面許可，不允許任何第三方訪問此信息。我們保留採取行動保護專有信息的權利。

支付保費

您將在出具發票時提供所有應付款的結算。未及時匯款可能會導致保險公司取消您的保單。

業務代表

「樂信」對其代表有在規定的範圍內或職責範圍內開展的活動承擔責任。

「樂信」持有專業賠償保險。

報酬

通過收取保險公司支付的佣金，「樂信」獲得了服務報酬。您同意進行此保險交易，即表示您同意公司接受佣金。

利益衝突

在某些情況下，我們可能會發現我們存在利益衝突，或者對我們所行事的事物有重大利益或與之有重大利益，則可能會出現這種情況。我們有衝突管理程序，我們力求避免利益衝突，但是在不可避免的衝突中，我們將充分解釋立場，並以避免損害任何人的方式管理局勢。

保密

我們會將所擁有的任何信息視為機密信息。但是，在代表您行事時，我們有必要向保險公司或其他方披露您認為對您保密的信息，因為我們認為這些信息對所承擔的風險具有重大意義。未經您的事先同意，我們不會將您的機密信息透露給任何其他方，除了具有合法權限要求此類信息的監管機構以外。

投訴

如果您對我們的服務有任何投訴的理由，請首先與處理您帳戶的人聯繫，或者，您可以通過以下地址與我們的管理委員會聯繫。

樂信保險經紀有限公司

九龍長沙灣道 833 號長沙灣廣場 2 期 8 樓 811 B 室

我們將在收到您的書面投訴後 7 天內確認您的書面投訴，並將處理此事的人告知您。

法律管轄

該協議規定了我們與您的關係條款，將受香港特別行政區法律的約束。

樂信保險經紀有限公司 Loyal Insurance Advisers Limited

CLIENT SERVICE AGREEMENT

Introduction

Loyal Insurance Advisers Limited ("LIA") is a Licensed Insurance Broker Company and operates under IA License Number FB1348.

Under the Insurance Ordinance Chapter 41, an insurance broker means a person who carries on the business of negotiating or arranging contracts of insurance in or from Hong Kong as the agent of the policy holder or potential policy holder or advising on matters related to insurance.

LIA Services

Furnishing of Advice

Prior to furnishing advice we will discuss with you your insurance requirements.

We do not offer advice in relation to tax, accounting, regulatory or legal matters and you should take separate advice as you consider necessary regarding such matters.

Negotiation and Placing

Upon receipt of your instructions, whether written or verbal, we will endeavour to satisfy your insurance requirements. During the course of the placement of your insurance we will endeavour to keep you informed of the progress of our negotiations and identify any inability to obtain the coverage sought by you.

We will use reasonable endeavours to implement your insurance programme, subject to available insurers, before the intended date of inception, renewal or extension of cover.

We will provide you with information about the recommended insurance cover to enable you to decide whether to accept the insurance cover available.

As your insurance intermediary we will furnish a reasonable and appropriate general explanation about the financial service and material contractual information and will answer any questions you may have on the proposed cover, its benefits, restrictions, exclusions and conditions.

Market Security

We will not in any circumstances act as an insurer nor will we guarantee or otherwise warrant the solvency of any insurer used for your requirements. As a consequence the decision regarding the suitability of any insurer rests with you. If you have any concerns regarding any insurers chosen for your insurance requirements you must advise us as soon as possible.

Policy Administration

We will send you documentation confirming the basis of the cover secured on your behalf, including details of the insurers, with an invoice which is payable on presentation.

We will forward policy documents, and endorsements to your policy as soon as reasonably practicable.

Claims

We will provide our claims handling services during the policy period for the policies placed by us. Our claims handling services include, upon receiving the required information from you, the notification of the claim or circumstances to insurers; representing you in the resolution of the claim and arranging the collection and/or settlement of the claim.

Your Responsibilities

Proposal Forms

You may be required to complete a proposal form, questionnaire or similar document. We will provide guidance but we are not allowed to complete the document on your behalf.

Disclosure of Information

You are responsible for providing us with the information we request from you to enable us to seek the cover sought. We will not be responsible for any consequences which may arise from any delay or failure by you to do so.

Your Policy

You are responsible for reviewing the evidence of insurance cover to confirm that it accurately reflects the cover, conditions, limits and other terms that you require. Particular attention should be paid to any policy conditions,

warranties and claims notification provisions as failure to comply may invalidate your coverage. If there are any discrepancies, you should consult us immediately.

Claims

You are responsible for notifying claims or potential circumstances that may give rise to a claim.

Claims may be made against a policy long after its expiry date and therefore it is important that you keep your policy documents in a secure place.

Change in Circumstances

You will advise us as soon as reasonably practicable of any changes in your circumstances that may affect the services to be provided by us or the cover provided under your insurance policy.

Provision of Information

All activities undertaken by us as outlined in this document are provided by us for your exclusive use and all data, recommendations, proposals, reports and other information provided by us in connection with our services are for your sole use.

You agree not to permit access by any third party to this information without our express written permission. We reserve our right to take action to protect proprietary information.

Payment of Premium

You will provide settlement of all monies due on presentation of our invoice. Failure to timeously remit payment may lead to insurers cancelling your policy.

Representatives

LIA accepts responsibility for the activities performed by its Representatives within the scope of, or in the course of their duties, as mandated by LIA.

LIA hold Professional Indemnity Insurance.

Remuneration

LIA 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.

Conflicts of Interests

Circumstances may arise where we may find we have a conflict of interest or otherwise have a material interest in or related to a matter in which we are acting. We have conflict management procedures and we seek to avoid conflicts of interest but where a conflict is unavoidable we will explain the position fully and manage the situation in such a way as to avoid prejudice to any.

Confidentiality

We will treat any information in our possession as confidential. It will be necessary, however, for us to disclose information that you consider confidential to insurers or other parties, when acting on your behalf, where we consider such information to be material to the risks being covered. We will not disclose your confidential information to any other party without your prior consent, other than a regulatory body with legal authority to request such information.

Complaints

Should you have any cause for complaint about our services please raise the matter in the first instance with the person who handles your account. Alternatively, you may contact one of our Management Board at the under-mentioned address.

Loyal Insurance Advisers Limited

Unit 811 B, 8/F, Cheung Sha Wan Plaza T2, 833 Cheung Sha Wan Road, KLN, HK

We will acknowledge your written complaint within seven days of receipt and will advise you of the person dealing with it.

Governing Law

This agreement, which sets out the terms of our relationship with you, will be governed by Laws of HKSAR.

樂信保險經紀有限公司

個人資料 (私隱) 條例---- 收集個人資料聲明 (『本聲明』)

樂信保險經紀有限公司 (下稱『本公司』), 乃保險中介人, 明白就代閣下安排保險事宜, 根據『個人資料(私隱)條例』(香港法例第486章)(下稱『條例』)收集、持有、處理、使用和/或轉移個人資料承擔有關責任。

(A) 收集個人資料聲明

「樂信」可能會在本人向保險公司申請保險理財計劃和服務、申請更改保單或就保單提出索償時向本人收集一些個人資料, 包括但不限於本人的姓名、身份證號碼 (及身份證副本)、護照號碼、聯絡資料、健康和醫療資料以及財務資料 (簡稱「個人資料」)。

本公司可能從第三方如承保公司或其他保險公司或代理人、政府機構、醫務人員、法院或公開紀錄等, 收集關於本人的個人資料。

(B) 收集個人資料目的

本公司按照條例, 說明所收集或持有的客戶個人資料(包括但不限於保單持有人、受保人, 中介人及受益人), 可能會使用、存儲、處理、轉移、或披露或分享致以下各強制性的目的:

01. 處理保險申請, 產品及服務的事宜;
02. 協助本公司所授權之服務供應商向本公司和/或客戶提供上述目的之服務;
03. 處理和確定保險申請書、理賠, 及持續提供保險服務;
04. 為相關保險產品進行具參考用途之醫療或健康調查;
05. 從事核實身份和/或信貸審查和/或追收債務;
06. 處理付款事宜和直接付款授權書;
07. 管理、調查和分析任何索償事宜、訴訟和/或針對客戶的訴訟, 以及行使本公司根據保險條款賦予的權利, 包括但不限於代位權;
08. 從事統計資料或用於會計事務;
09. 從事研究、保險調查及開發產品和設計之分析;
10. 履行任何對本公司具有約束力不論本地或海外法律、相關保險公司法規、守則或指引之披露要求;
11. 遵守香港特別行政區的法院命令和包括但不限於保監處、香港保險業聯會、核數師、政府機構 和政府成立之相關監管機構對公司具有約束力的合法要求;
12. 協助本公司的實質或建議受讓人評估有關之轉讓交易; 及
13. 與上述有關的其他用途。

敬請注意: 如閣下不向本公司提供個人資料, 本公司未必能夠代閣下安排保險、處理索償、提供保險產品、服務或處理您的要求。

(C) 個人資料之轉移

本公司所持有的個人資料將予以保密, 但可能會與以下香港境內或境外人士分享: -

01. 任何公司, 中介人, 或任何其他從事與保險或再保險業務有關的公司;
02. 第三方服務供應商包括法律顧問、調查員、公証行、再保險公司、醫療和康復顧問、緊急救援公司、網絡醫生集團、醫療意見顧問、測量師、專家、維修人員、會計師和數據處理員;
03. 任何為本公司業務操作提供行政、電訊、電腦、付款、銀行或其他服務的代理人、承包商、銀行或第三方服務供應商;
04. 本公司或任何聯營公司在遵守由政府、監管機構或其他當權者推法規、守則或指引及履行法律責任時需要向其披露之任何人士;
05. 信貸資料服務機構, 在違約情況下, 任何債務追收機構

或辦理索償理賠或調查服務公司;

06. 為客戶盡職調查或打擊清洗黑錢的篩選之風險智能供應商;

07. 如客戶沒有“選擇退出”的要求, 與本公司保持業務轉介或其他安排上之其他銀行/金融機構、商業或慈善組織作為直銷通訊用途;

08. 根據有司法管轄權的法院命令受權之任何人士; 及

09. 第三方營銷服務供應商和保險中介機構作為直銷通訊用途。

(D) 未能提供個人資料的影響

本人明白本人所提供之個人資料均屬自願, 然而倘若未能提供所需個人資料, 可導致樂信無法處理及評估分析保險及理財需要, 並代為安排本人的投保申請。

(E) 查閱和更正、拒絕接受推廣資訊的權利

本人有權查閱及要求更正樂信持有有關本人的個人資料, 亦可拒絕, 要求樂信停止或不同意使用本人的個人資料作推廣資訊, 有關要求可以書面形式郵寄至香港九龍長沙灣道 833 號長沙灣廣場 2 期 8 樓 811 B 室 樂信保險經紀有限公司資料保障主任。根據條例的規定, 樂信有權就處理任何該資料的查閱要求收取需要和直接相關的費用。

LOYAL INSURANCE ADVISERS LIMITED

Personal Data (Privacy) Ordinance---- Collection of Personal Data Statement ("This Statement")

LOYAL INSURANCE ADVISERS LIMITED (hereinafter referred to as the "Company"), an insurance intermediary, understands that the insurance is arranged on your behalf, under the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (hereinafter referred to as the "Regulations") Collecting, holding, processing, using and/or transferring personal data to assume responsibility.

(A) Collection of Personal Information Statement

"LIA" may collect personal information from the insurance company when applying for insurance policy and services to the insurance company, apply for a change of policy or claim for the policy, including but not limited to my name, ID number (and copy of ID card), passport number, contact information, health and medical information, and financial information ("personal data").

The company may collect personal information about itself from third parties such as underwriting companies or other insurance companies or agents, government agencies, medical personnel, courts or public records.

(B) Purpose of collecting personal data

The Company shall, in accordance with the Regulations, state the personal data collected (including but not limited to policyholders, insured persons, intermediaries and beneficiaries) that may be used, stored, processed, transferred, or disclosed or shared. To the following mandatory purposes:

1. Handling insurance applications, products and services;
2. Assist the service providers authorized by the company to provide the company and/or customers with the services for the above purposes;
3. Handling and determining insurance applications, claims, and continuing to provide insurance services;
4. Conduct a reference medical or health survey for the

- relevant insurance product;
5. Engage in verifying identity and/or credit review and/or debt collection;
 6. Processing payment and direct debit authorization;
 7. Manage, investigate and analyze any claims, litigation and/or litigation against clients, and exercise the rights granted by the Company under the terms of the insurance, including but not limited to subrogation rights;
 8. Engage in statistics or for accounting matters;
 9. Engage in research, insurance investigations and analysis of products and designs developed;
 10. Perform any disclosure requirements that are binding on the Company, regardless of local or overseas laws, relevant insurance company regulations, codes or guidelines;
 11. Comply with the court orders of the Hong Kong Special Administrative Region and the legal requirements including, but not limited to, the OCI, the Hong Kong Federation of Insurers, auditors, government agencies and relevant regulatory bodies established by the government;
 12. Assist the substantive or proposed assignee of the company in assessing the relevant transfer transaction; and
 13. Other uses related to the above.

Please note: If you do not provide personal information to the company, the company may not be able to arrange insurance, process claims, provide insurance products, services or handle your request on your behalf.

(C) Transfer of personal data

Personal data held by the company will be kept confidential, but may be shared with the following persons in Hong Kong or overseas:-

01. Any company, intermediary, or any other company engaged in insurance or reinsurance business;
02. Third-party service providers include legal counsel, investigators, notary public, reinsurance companies, medical and rehabilitation consultants, emergency rescue companies, network doctors groups, medical advice consultants, surveyors, experts, maintenance personnel, accountants and data processors ;
03. Any agent, contractor, bank or third party service provider that provides administrative, telecommunications, computer, payment, banking or other services for the company's business operations;
04. Any person who is required to disclose to the Company or any of its associated companies in compliance with the laws, codes or guidelines implemented by the Government, the regulatory authorities or other authorities and to perform their legal obligations;
05. The credit reference agency, in the event of default, any debt collection agency or a claim settlement or investigation service company;
06. A smart supplier of risk for customer due diligence or anti-money laundering screening;
07. If the customer does not have the "opt-out" requirement, the company will maintain the business referral or other arrangements of other banks/financial institutions, commercial or charitable organizations for direct marketing purposes;
08. Any person authorized by a court of competent jurisdiction; and
09. Third-party marketing service providers and insurance

intermediaries are used for direct marketing purposes.

(D) Failure to provide personal data impact

I understand that the personal data provided by me is voluntary. However, failure to provide the required personal information may result in the failure of "LIA" to process and evaluate the insurance and financial needs, and to arrange my application for insurance.

(E) Access to, correction and refusal to receive promotional information

I have the right to inspect and request corrections to the personal information of my person. I can also refuse to request that "LIA" be discontinued or disapproved to use my personal data for promotional information. The request can be sent in writing to the Data Protection Officer of Loyal Insurance Advisers Limited at Unit 811 B, 8/F, Cheung Sha Wan Plaza T2, 833 Cheung Sha Wan Road, KLN, HK. According to the regulations, "LIA" has the right to charge for the need for direct processing of any such access to the information.