



新華保險顧問有限公司

Sun Flower Insurance Brokers Ltd.

香港專業保險經紀協會會員

A MEMBER OF PROFESSIONAL INSURANCE BROKERS ASSOCIATION

TERMS OF BUSINESS

此文件含有重要信息，請仔細閱讀。此文件列明新華保險顧問有限公司為客戶提供服務時的服務條款，同時包括法律法規所列明的相關責任。我們特別提醒您以下部分：

- 您的信息披露義務（第 4 部分）
- 客戶資金（第 12 部分）

(A) 保險經紀公司暫收代付賬戶

(B) 客戶資金所產生的利息

此協議取消先前的任何協議。如對協議內容有不理解之處或有任何異議，請立即與我們聯繫。我們可以未作通知不時對此協議進行修改，經修改的協議將取代我們之間先前的協議。要獲取最新版本的服務條款協議，請到訪我們網站。

1. 公司

我們受香港保監局監管。我們堅持為客戶提供優質的專業服務，並遵守保監會以及以下原則，我們將：

- 誠實、專業及注意義務與商業行為相結合
- 關注您的權益並公平對待
- 關注您對信息的要求，並以明確公平且無誤導的方式與您溝通
- 避免利益衝突或確保我們能夠公平對待各方權益
- 對置於我們看管之下的您的資產，包括客戶資金，我們將安排合理的保障
- 為我們所提供的專業服務負責，建立並維護相關系統和管控

2. 我們與您的關係

作為獨立的保險經紀，我們為您提供中介服務並受相關法律監管。

為滿足您的需要，我們可能與保險公司或其他機構有協議。這種情況下我們可能為其他機構做事並負責，如果出現利益衝突，我們將告知您此協議安排。

3. 您的保險安排

我們為您提供接觸保險產品的途徑，範圍廣泛的保險產品則由香港和國際保險公司提供，保險公司的選用是基於我們的保險市場知識和經驗，同時參考我們在各市場領域已經安排出的保險合同。

通常我們將基於市場分析和對相當數量的保險公司比較，同時根據您的需要安排我們認為合適的保障產品並，提供建議或信息。

如果我們認為某一保險產品能夠提供最合理保障，我們可能根據與保險公司的協議向您推薦某一保險產品。我們將根據您所提供的信息評估您對保險的需要，並建議和推薦保險保障。有些保險需要您填寫投保申請書，我們將樂於為您就投保申請書提供建議，但我們不能夠代替您完成。

為避免誤解，請通過信件、傳真或電子郵件提供書面指示。緊急情況下，我們會認可口頭指示，但是我們推薦您盡快通過書面形式確認。

一旦接到指示，我們將開始保險安排並向您通報談判過程。我們也將通知您未能取得保險保障的需求。

4. 信息披露義務(您必須告知保險公司的信息)

您有義務告知保險公司與被保障風險相關的重要信息，這包括所有已知的和能夠影響保險公司決定承保範圍、保費或是否承保的信息。即使填寫了投保申請書，此義務依然適用。

信息披露的義務應由您承擔，而非保險公司。若您未能披露信息可導致保險公司從起保日取消保單，並要求您償還已經賠付的保險賠償（如有）。如果保單取消，您將沒有保險保障，且隨後的索賠要求將被拒絕。

某些保險合同可能要求您在保險期間如有重要變化隨時通知保險公司。

如果您不確定某信息或情況變化屬於重要信息，您應該披露此信息。

5. 保險公司償付能力

我們從香港和國際市場上的保險公司為客戶尋求最為合適的保險保障。請注意不同的法律和監管環境可能適用於非香港保險公司，因此您依法索償的權利和能力可能不同。

我們將會提供所推薦的或使用的保險公司的詳細資料。儘管我們不能保證任何保險公司的償付能力以及其滿足被保險人要求的能力，我們將審查並監測所使用保險公司的適用性，在能力範圍之內盡量保障客戶利益。

但是，某一保險公司是否適合將由您決定。若您對我們使用的保險公司有任何顧慮，請立即與我們聯繫。我們將為您提供詳細信息，幫助您在購買保險合同前做出有根據的決定。詳細信息可能包括：

- 保險種類及其主要特點和益處
- 保單中的任何重要或非常規的除外條款/限制。

6. 保障信息和保單文件

一旦與保險公司確認完整的保障條款，保單將盡快出具。對於有些險種，保險公司可能依據經紀人的保險出單指示內容和已選定的保單措辭提供保障，保單原件只在要求的情況下出具。對於安排的保險保障，我們將根據香港保險業監管局的要求保存記錄和與保險相關的文件。

7. 保險期間變更

若您在保險期間需要更改保障（保險期間變更），請立即與我們聯繫，以便我們及時與相關保險公司溝通並取得其認可。我們可能需要您協助提供更多信息。在得到您的指示後，我們將盡快確認修改後的保障條款。

8. 續保

我們會在保單到期前與您就續保事宜進行接觸，以便與現有或其他保險公司時溝通。我們將隨後提供建議續保條款，並告知與現有條款不同之處和報價。**請注意您有義務披露任何重要信息，此義務適用於保險合同的變更、延期或續保**

9. 保費

在確認保險保障時，我們會提供該保單的保費說明。在保險文件中，包括由保險公司出具的付款通知書、發票或付款通知。這包括保費數目、如何支付及何時支付。保障一旦開始，保費即應予支付，以便我們將保費轉交保險公司，因此我們提醒您根據付款通知書及時支付保費。如您未能及時支付保費，保險公司可能會從起保日取消保險保障。

10. 索賠

我們會及時公正地處理您的索賠要求。如您發現任何索賠或可能導致索賠的情形，您必須盡快通知我們。作為保險條款，絕大多數保單要求及時報險，包括可能導致索賠的情形或事件，有些保單可能明確要求報險通知的時間限制和形式。在確認保障時，我們會告知您出險時的聯系人，並協助您通知保險公司並理賠。如保險公司拒絕賠付某一索賠要求，延遲賠付或無償付能力，我們將通知您並尋求指示。我們不承擔保險公司未賠付的責任。在收到保險公司賠償後，保險公司會及時將賠款轉給您。如我們認為某客戶發生異常或重大索賠情形/損失，我們保留協商收取額外費用的權利。

若我們的服務已被終止，相關理賠文件將轉至新的經紀人。如您希望我們繼續處理之後的理賠且我們同意受理，我們保留收取額外服務費用的權利。您有義務確保索賠表中提供的訊息是準確和完整，並對其中的答案或陳述的正確性承擔全部責任。

若受保人提供不正確的資料或信息可能會導致否決索賠。

11. 我們的報酬

對於為您提供服務所得報酬，我們將以經紀費、佣金或服務費收取。

如以經紀費或佣金形式收取，費用將由我們和您的保險公司根據保費比例協商。如以服務費形式收取，我們將根據所提供服務與您直接溝通，並提供清單列明收費標準和收費目的，包括任何已發生的服務費。

我們保留收取額外費用的權利，額外費用將涵蓋保單管理、文件、巡視及其他費用，包括在發生異常或重大索賠情形/損失時的理賠處理費用，我們將在此類費用發生前向您解釋並披露何相關費用。

請注意，在我們認為對您有利的情況下，我們可能使用其他保險經紀人或保險代理人協助安排您的保險保障。在我們和您協商同意的費用外，這些經紀人或保險代理人可能收取並保留經紀費。如需新華保險內其他部門或公司介入，我們會告知您所收取的已定費用外的任何額外經紀費。除經紀費、佣金或服務費外，我們可能取得以下產生的其他報酬：



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- 與第12部分相關的資金管理
- 就提供管理、支持或其他服務，包括作為保險公司代理，而與保險公司達成的協議
- 我們與其他公司的關係，無論當客戶決定從中受益時是否對其講明為保險公司做出的再保險安排

只有在在不影響或不與您的利益發生衝突時，我們才會賺取此類報酬。

受保人確知及同意，保險公司會就受保人購買及接受保險公司簽發的保單，於保單有效期內(包括續保期)，向負責安排有關保單的獲授權保險經紀支付佣金。受保人繳付保費，即視作允許保險公司就所簽發的保單支付佣金予有關的獲授權保險經紀。

如有需要，您可以從您的日常聯系人處索取我們的報酬詳情。

12. 客戶資金

客戶資金包括任何我們收到的和安排/管理保險當中代您持有的資金。

(a) 保險經紀公司暫收代付賬戶

(1) 存入賬戶

新華保險接收的資金在以下情況應放入客戶賬戶；

- (a) 客戶支付的用於購買保險合同的資金
- (b) 代客戶從保險公司，再保險公司或其他保險中介機構接收的保險賠償
- (c) 開展規範活動的日常業務中產生的其他款項

(2) 賬戶支出

只有在以下情況才可以從客戶賬戶支出費用

- (a) 根據保險合同，代表客戶向保險公司、保險公司或其他保險中介機構支付保費；
- (b) 代表客戶所接收的保險賠償，並按要求支付給索賠提出者或其他有權接收保險賠償的人；
- (c) 作為原有保險經紀服務的附帶服務，而代表客戶而支付的款項；
- (d) 銀行針對客戶賬戶所收取的費用
- (e) 因失誤或意外所存入賬戶的資金

為避免歧義，原有保險經紀服務的附帶所涉及資金包括以下項目：

- 保費，續保保費附加保費以及任何退還保費
- 保險賠款和其他根據保險合同應支付費用
- 客戶應得退款
- 與保險合同相關的報酬，收費和稅款；
- 折扣、佣金及經紀費

我們將所有的客戶資金放入獨立客戶賬目暫收代付賬戶，用以保護客戶資金。此方式將客戶資金與我們自己的資金完全分離，並且我們會接受嚴格地監管。

根據保險業監管局條例，在接收到客戶所支付的保費前，我們無權從客戶資金中提取佣金或經紀費。

(b) 第三方的使用

如果我們需要通過第三方，比如其他經紀人，為您安排保險，我們將通知您。

(c) 銀行賬號

我們將接收的客戶資金存放於認可的銀行的賬戶中。

(d) 客戶資金所產生的利息

由我們所持有的客戶資金所產生的利息，將由我們保留。

(e) 保費徵費

在我們盡注意義務的同時，若無您或保險公司明確指示的情況下，我們不承擔任何管理責任。因此，若您有與徵費支付或管理相關的明確指示，我們需要您的書面確認。

13. 投訴

我們會嚴肅對待所接到的針對我們的投訴，並擁有相關系統以確保投訴得到及時公正地處理。

如果您希望做出投訴，請通過電話或書面通知您的日常聯系人、部門主管或若不能立即解決您的投訴，我們將及時告知接到投訴再安排新華合規官（CO）湯曉彤小姐，調查事件並提供回復。

14. 洗錢

我們有責任保護自己和客戶以防範金融犯罪的風險。為幫助我們達到這一目標，我們可能需要您就我們為您安排的保險及相關交易提供額外信息。

15. 保密性和個人信息保護

我們將從貴方接收的個人及其他信息視為保密信息。在與保險公司和第三方安排及管理您的保險合同或提供相關服務時，以及在處理您提供的任何個人信息時，我們將遵守保密的原則。

為協助安排您的保險保障，我們可能與集團內的其他部門或公司分享信息。我們或他們可能會告知其他您可能有興趣的產品及服務。

如您不希望接收有關我們服務和產品的信息，請寫信/電郵致新華保險有限公司。您有權要求我們提供所持有的您的個人資料副本，請寫信致公司註冊地址，向我們公司索取並支付相關費用。

16. 終止服務條款

此服務條款可以由雙方的任意一方在給出30天通知後終止。如果你提出終止我們的服務，我們有權利保留已收取的費用或佣金，或要求支付應得部分。

17. 仲裁條款

由此服務條款或新華所提供的服務所導致的或相關的爭議或分歧，應首先依據相關的仲裁條例進行仲裁，或交由其他雙方共同認可的仲裁機構進行仲裁。仲裁人的選擇應由雙方及仲裁機構討論達成一致後決定。

若未能達成一致，我們其中一方要求指定仲裁人的15天內，由仲裁機構委派仲裁人。除非有其它協議，否則我們將平均負擔仲裁機構的費用。

18. 語言

我們所提供的文件、通信往來及溝通均以中文為主，除非我們與您另行達成協議採用其他語言。如英文版本和中文翻譯之間有差異，應以中文版本為主。

19. 適用法律及司法管轄

保險經紀有限公司作為保險中介機構任何分歧將依據香港法律進行解釋，並完全受制於香港的司法管轄。如果您對此服務條款有任何不瞭解或不同意，請立即與我們聯繫。如有任何疑問，請告之您的日常聯系人，我們將樂意協助。

您對保障安排的指示或確認，將被視為對此服務條款的接受。



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TERMS OF BUSINESS

This document contains important information. Please read it carefully.

It sets out a statement of the terms of business on which we agree to act for you as a client and contains details of our regulatory and statutory responsibilities.

We specifically draw your attention to the following sections:

- Your Duty of Disclosure (Section 4)
- Client Money (Section 12)
 - A. Insurance Broker's Temporary Collection and Payment Account
 - B. Interest on client money

This Agreement will supersede any agreement previously in force. Please contact us immediately if there is anything in these or any other sections of the terms of business that you do not understand or with which you disagree.

This Agreement may be amended by us from time to time without notice to you and supersedes any previously versions of Terms of Business Agreements between us. For the latest version of our website.

1. About Our Company

We are authorised and regulated by the Insurance Authority. (IA)

We are committed to providing a high standard of professional service and to acting in accordance with IA Regulations and the following principles. We will :

- Conduct business with integrity and with due skill, care and diligence ;
- Pay due regard to your interests and treat you fairly;
- Pay due regard to your information needs and communicate information to you in a way that is clear, fair and not misleading;
- Avoid conflicts of interest or ensure we can manage them fairly;
- Arrange adequate protection for your assets when we are responsible for them, including client money;
- Take reasonable care to establish and maintain systems and controls appropriate for our business.

2. Our Relationship with You

As an independent insurance intermediary we act for you as an agent and we are subject to the law of agency.

We may have arrangements with insurers or others that we may use to meet your requirements. In these circumstances we will act for and owe duties to other parties. We will advise you of any such arrangement if it could give rise to a conflict of interest.

3. Your Insurance Arrangements

We offer access to products from a wide range of Hong Kong insurers. The selection of insurers is based on our knowledge and experience of the market as well as consideration of

insurance contracts we have previously arranged in each market sector. We will normally arrange cover for you and provide advice, products or information on the basis of an analysis of the market by considering a sufficient number of insurers that we feel are appropriate to underwrite the insurance cover you are seeking.

We may also recommend a policy for you on the basis of a particular arrangement with insurers if we feel this provides the most suitable product for you.

We will advise and make a recommendation on cover for you after we have made an assessment of your insurance needs based on the information you make available to us.

For some classes of insurance, you may be asked to complete a proposal form.

We will be happy to give you advice on the form but we cannot complete it for you.

To avoid misunderstandings, it is helpful if you provide written instructions by letter,

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fax or e-mails. In urgent cases, we will of course take verbal instructions but we recommend that these should be confirmed in writing.

Once we have your instructions, we will arrange your insurance and keep you informed of the progress of negotiations. We will also advise you if we are unable to obtain cover to satisfy any part of your insurance requirements or instructions.

4. Duty of Disclosure (What you must tell insurers)

It is your responsibility to disclose all material information that is known to you and which might influence the judgment of insurers in determining the scope of cover, the price or whether or not to accept your risk. This applies even if you complete a proposal form.

The insurer is not required to make enquiries, the onus falls on you. If you fail to disclose information this may entitle insurers to void cover from inception (the Starting date of your policy) and seek repayment of claims they may have paid to you. If insurers void cover, you will no longer have an insurance policy and claims will not be paid.

Some insurance contracts may also include a condition that requires you to disclose any material changes throughout the term of the policy.

If you are unsure whether information or a change in circumstances may be material, you should disclose it.

5. Insurer Security

We use both Hong Kong and overseas insurers to obtain the best cover terms available for our clients. It should be noted that a different legal and regulatory regime may apply for non-Hong Kong insurers so your ability to enforce your legal rights or seek compensation may vary.

We will provide you with details of insurers we are recommending or using to insure your risk. While we cannot guarantee the solvency of any insurer or its ability to meet policyholder obligations, we do use our reasonable endeavours to protect the interests of our clients by reviewing and monitoring the suitability of all insurers that we use.

However, the final decision on the suitability of an insurer does rest with you. If you have any concerns about the insurers we are using to provide cover, please contact us immediately. We will provide you with sufficient information to allow you to make an informed decision before concluding a contract of insurance. This may include details of :

- The type of cover and its significant features and benefits
- Any significant or unusual exclusions or limitations to the policy.

6. Cover Information & Policy Documentation

Policy documentation to provide the full terms and conditions of cover will be issued promptly once agreed with insurers. For some business, insurers may rely on the content of the brokers placing slip and an agreed wording where a formal policy will not be issued, unless requested. We will maintain records and retain documents for the insurances we arrange for you in line with IA requirements.

7. Mid-term Changes to Your Policy

If you need to make any changes to your insurance cover during the period of your policy (mid-terms changes), please contact us immediately so that we can advise your insurers and obtain their approval. We may also need to seek further information from you. We will confirm the revised terms for cover to you in good time following receipt of



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your instructions.

8. Renewal of Your Insurance

We will approach you for renewal information in good time before expiry of your policy to be able to approach existing or alternative insurers. We will then provide renewal terms and advise you of any proposed changes to the terms of the policy and its price.

Please remember that your duty to disclose all material information applies for any Alteration, extension or renewal of your insurance contract.

9. Premiums

We will provide you with a statement of the premium due for your policy in confirming cover.

Insurers will issue a debit note or invoice, or payment instructions in your cover documentation. This will show you the amount due, how you should pay and when. Premium will become due from the moment your insurance commences and so that we can settle with your insurers, we ask that you pay us promptly in accordance with the debit note, invoice or instructions given. If you fail to pay your premium by a due date, your insurance may be cancellable by insurers from inception (the date your policy started).

10. Claims

We will administer your claims fairly and promptly. You must notify us as soon as possible of any claim you have or of any circumstance that might give rise to a claim from you.

Most insurance policies require prompt notification of claims or claim circumstances or occurrences as a condition of the cover and some may specify a time period or format for notification.

We will tell you when confirming cover who you should contact if you have a claim and will assist you in submitting your claim and in seeking settlement from insurers.

If in relation to a particular claim, an insurer declines cover, delays settlement or becomes insolvent, we will inform you and seek instructions. We will not accept liability for any unpaid amounts due from insurers.

Claims payments will be remitted from insurers.

We reserve the right to negotiate an additional fee with you if we believe there is exceptional or significant claims activity or there are major losses on a particular account.

In the event that our services are terminated, claims files should be transferred to your new broker. But, if you wish us to handle run-off claims on your behalf and we agree to do so, we reserve the right to charge a reasonable fee for these services.

It is client's responsibility to ensure the information provided in claim form is accurate and complete, and solely responsible for the correctness of the answers or statements therein.

The incorrect information may result in a claim being repudiated.

11. Our Remuneration

Our remuneration in respect of the services we provide to you will be charged as brokerage or a commission or alternatively as a fee.

In the case of brokerage or a commission the amount of this will be agreed between ourselves and your insurers as a percentage of the premium chargeable.

In the case of a fee we will negotiate directly with you as to the services we will provide for the fee and provide a statement showing the amount and the purpose of the charges made, including any success fees.

We reserve the right to make additional fee charges to cover administration, documentation, visits or other costs, including higher cost of claims handling for exceptional or significant claims activity or major losses, but will explain and disclose

• premiums, renewal premiums, additional premiums and return premiums of all kinds;
• claims and other monies due under contracts of insurance;
any such charges to you separately before you become liable to make any such payments.

Please note, that where we consider it is in your best interests to do so, we may use other insurance brokers/ agency to assist us in arranging and placing your insurance. These insurance brokers may earn and retain brokerage in addition to the fee we have agreed with you. Should this involve use of other divisions or companies within Sunflower, we will advise you of the amount of any additional brokerage earned where it is retained in addition to the agreed fee.

Apart from earning brokerage or a commission or a fee, we may also benefit from other remuneration generated from:

- the management of cash balances in accordance with Section 12;
- arrangements with insurers to provide administration and support or other services including where we act as agent for insurers;
- our relationship with other companies whether or not identifiable to any specific client or account when our clients determine they wish to benefit from services provided to those companies.
- the arrangement of reinsurance on behalf of insurance companies

Such remuneration is only earned on the basis that it does not in any way detract from or conflict with our acting in your best interests which is paramount at all times.

The insured acknowledges that, as a result of the insured purchasing and taking up the policy issued by insurance company, commission will be paid, during the continuance of the policy including renewals, by the insurance company and received by the insurance company and received by the authorized insurance broker arranging the said policy.

If insured pays the premium, the insured is deemed to have a given permission to Insurance Company to pay the commission to the authorized insurance broker in relation to the policy issued by Insurance Company.

Details of our remuneration are available upon request from your usual contact.

12. Client Money

Client money is any money that we receive and hold in the course of arranging or administering insurance on your behalf.

(a) Insurance Broker's Temporary Collection and Payment Account

(1) Deposits into an Account

Monies received by Sunflower shall be paid into a client Account where:

- (a) such monies are received from client for the purpose of purchasing a contract of insurance
- (b) such monies are received on behalf of a client from an insurer, a reinsurer, or an insurance intermediary as premium under a contract of insurance arranged by the company;
- (c) other monies arising from the ordinary transactions of its business of carrying on regulate activities ;

(2) Withdrawals from an Account

Withdrawals from a Client Account may only be made in relation to:

- (a) premium monies required to be paid on behalf of a client to an insurer, a reinsurer or other insurance intermediary in connection with a contract of insurance;
- (b) claim monies received on behalf of a client and required to be paid to the Claimant or the person entitled to receive such claim monies;
- (c) payment made on behalf of a client which are incidental* to the ordinary Transactions of insurance broking business;



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(d) monies debited by the bank to the client account for the settlement of bank Charge incurred on such client account; or

(e) monies which have been deposited into such client account by mistake or By accident.

* For the avoidance of doubt, monies deemed to be "incidental to ordinary insurance broking business" are as follows:

We undertake to comply with the principle of keeping confidentiality in all our dealings

- refunds to clients;
- fees, charges, levies relating to contracts of insurance; and
- discounts, commissions and brokerage.

We will provide protection for client money by holding all client money in an Insurance Brokers' Temporary Collecting and Payment Account. This is completely segregated from our own money and there are strict regulatory controls on the deposit and withdrawal from this account.

Under Insurance Authority Rules we are not entitled to use client money to take payment of fees or brokerage before we receive the relevant premium from a client.

(b) Use of Third Parties

We will inform you if we intend to arrange an insurance contract on your behalf, using another person, such as another broker.

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 company.

(c) Bank Accounts

We will deposit client money we receive in bank account with Hong Kong approved banks.

(d) Interest on Client Money

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

(e) IA Levy

Whilst we exercise reasonable care in relation to such payments, we do not accept responsibility for administration without specific instructions from yourselves or insurers.

We therefore request that if you have specific instructions relating to the payment or Administration of any applicable taxes, please confirm those instruction in writing to us.

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 register a complaint, please notify your usual contact, Division Head, General Manager, either in writing or by telephone.

If we cannot resolve your complaint straight away, we will acknowledge its receipt promptly and arrange for our appointed compliance officer (CO) Ms. Heather Tong, to investigate and provide you with a response.

14. Money Laundering

We are obliged to take reasonable steps to safeguard our company and clients against the risk of financial crime.

To help us achieve this we may need to ask you to provide us with additional information

Relating to any insurance transactions you ask us to undertake on your behalf.

15. Confidentiality & Personal Data Protection

We will treat any personal data or other information we receive from you as confidential.

With any personal data you provide to us, in arranging and administering insurance contracts with insurers and others on your behalf or in providing related services.

We may share you information with other divisions or companies within our 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 interested to you. If you prefer not to Receive information on our products or services, please write to our company.

You are entitled to request a copy of the personal data we hold about you by writing to our registered address and paying a fee.

16. Termination of this Agreement

This agreement may be terminated by either one of us giving 30days' notice in writing to the other. If our services are terminated by you, we reserve the right to retain any fees or brokerage received or to claim any that are still payable.

17. Mediation Clause

Any dispute or difference between us arising out of or in connection with this agreement or the services provided by Sun Flower Insurance Brokers Ltd. shall first be referred to mediation in accordance with Hong Kong Mediation Commission Rules or Other mediation service provider selected by mutual agreement (hereafter referred to as the mediation service provider).

18. Language

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

In the event of a discrepancy between the English version and its Chinese translation, the Chinese version shall prevail.

19. Governing Law and Jurisdiction

Sun Flower Insurance Brokers Ltd. undertakes its activities as an insurance intermediary in accordance with the law of HKSAR. Any disputes will be governed by And construed in accordance with the laws of HKSAR and subject to the exclusive Jurisdiction of the courts of Hong Kong .

Please contact us immediately if there is anything in these terms of business that you do not understand or with which you disagree. If you have any questions, please advise your usual contact in the first instance who will be pleased to assist you.

Your instruction or confirmation of an order to arrange cover on your behalf will be acceptance of the terms of this Terms of Business Agreement.