



PROPOSAL FORM FOR HEALTHCARE PROFESSIONAL INDEMNITY INSURANCE FOR CHINESE MEDICINE PRACTITIONER 專業責任醫護保險 – 註冊中醫師投保書

IMPORTANT NOTICE 重要事項：

此投保書只適用於新華中醫中藥促進會 & 中大中醫校友會的會員

1. You are to disclose in this Proposal Form, fully and faithfully, all the facts that you know or ought to know, otherwise the policy issued hereunder may be void. 您須於投保書內全面而誠實地披露所知或應知的全部事實，否則據此投保書發出的保單可被作廢。
2. This insurance is subject to the Premium being paid by you and received in full by LSC Insurance Consultants Ltd within the period specified in the Premium Payment Warranty applied to the Policy, failing which, there will be no liability under this cover. 您須於指定的付款期內支付保費予LSC Insurance Consultants Ltd 收取，否則保單提供的保障將告無效。
3. The liability of insurer does not commence until this application is accepted. 投保經接納後，承保責任方告生效。

This insurance is for individual basis. 此產品只適用於個人投保。

Details of Proposer 投保人資料 (Please fill in English 請以英文填寫)

Name of Chinese Medicine Practitioner to be insured ("Proposer") 受保中醫姓名(下稱投保人)	
HKID Card No. 香港身份證號碼	
Name & Address of Clinic 診所名稱及地址	
Correspondence Address 通訊地址	
Email Address 電郵地址	
Chinese Medicine Practitioner Registered Number 註冊中醫編號	
Name of Employee 僱員姓名 (Applicable to vicarious liability cover. Max. 3 persons. 同時投保轉承責任適用，最多三人)	

If the Proposer currently carries Professional Indemnity/Medical Malpractice Insurance, please provide details. 如投保人現正受保於其他專業責任保險，請提供以下詳情。

Insurance Company 保險公司名稱	
Expiry Date 保險到期日	
Retroactive Date 追溯有效期*	

(*Please provide the copy of the expiring Policy Schedule as a proof of the Retroactive Date. 請提供現有保單明細表影印本以證明上述的追溯有效期。)

General Questions 一般問題

Premium rates indicated on this proposal form are valid only if all answers to General Questions are 'Yes', otherwise subject to separate underwriting and quotation. 這部份的答案須全部屬「是」，下述保費表才能適用，否則須另行批核及報價。

1.	Is the Proposer a registered Chinese Medicine Practitioner under Cap 549? 投保人是否根據香港法例第549章註冊成為「註冊中醫」?	Yes 是 <input type="checkbox"/>	No 不是 <input type="checkbox"/>
2.	Does the Proposer hold a valid Practicing Certificate under Cap 549? 投保人是否持有符合香港法例第549章要求的有效執業證明書?	Yes 是 <input type="checkbox"/>	No 不是 <input type="checkbox"/>
3.	Has the Proposer been registered as a registered Chinese Medicine Practitioner under Cap 549 for 2 years or more? 投保人是否根據香港法例第549章註冊成為「註冊中醫」達兩年或以上?	Yes 是 <input type="checkbox"/>	No 不是 <input type="checkbox"/>
4.	Is the Proposer's fee income wholly derived from the provision of Chinese medical service in Hong Kong? 投保人的診金收入是否全部來自香港行醫所得?	Yes 是 <input type="checkbox"/>	No 不是 <input type="checkbox"/>
5.	Is the Proposer's annual fee income less than HK\$2,500,000? 投保人全年診金收入是否低於250萬港元?	Yes 是 <input type="checkbox"/>	No 不是 <input type="checkbox"/>
6.	Is it true that the Proposer has no clinic, office or representation outside of Hong Kong? 投保人在香港以外地方沒有設立診所、辦公室或代辦處?	Yes 是 <input type="checkbox"/>	No 不是 <input type="checkbox"/>
7.	Does the Proposer use only sterilized apparatus and/or disposable needles in compliance with the Chinese Medicine Ordinance under Cap 549 and the Department of Health guidelines? 投保人是否遵照中醫藥條例(香港法例第549章)及衛生署指引，僅使用已消毒的器具及/或即棄針具?	Yes 是 <input type="checkbox"/>	No 不是 <input type="checkbox"/>
8.	Is it true that no insurer in respect of the risks to which this proposal relates, has ever declined a proposal, refused renewal or terminated insurance? 投保人從未由於與此投保書有關的風險事項被其他保險公司拒絕投保、拒絕續保或終止保險?	Yes 是 <input type="checkbox"/>	No 不是 <input type="checkbox"/>
9.	Is it true that the Proposer is not aware of any claims having been made against the Proposer or any partner, principal, director, consultant or employee of the clinic, or any predecessors in business for neglect, error or omission in relation to professional duties for the past six years? 據投保人所知，在過去六年內沒有任何針對投保人本人，或診所任何合夥人、主要負責人、董事、顧問、職員或任何前任人，因為專業職責的疏忽、錯誤或不作為而被提出索償?	Yes 是 <input type="checkbox"/>	No 不是 <input type="checkbox"/>
10.	Is it true that the Proposer, after enquiry, is not aware of any circumstance which might give rise to a claim against the Proposer or any partner, principal, director, consultant or employee of the clinic or any predecessors in business? 投保人向別人查詢後，不知悉有任何情況是針對投保人本人，或診所任何合夥人、主要負責人、董事、顧問、職員或任何前任人，會因為專業職責的疏忽、錯誤或不作為而被提出索償?	Yes 是 <input type="checkbox"/>	No 不是 <input type="checkbox"/>

Premium Table 保費表

Please tick the appropriate box for: 請在合適的空格內剔選:

- 1) scope of Medical Service Engaged and
2) Limit of Indemnity

- 1) 投保人提供的中醫服務範圍及
2) 所需保障額

Scope of Medical Services Engaged 提供的中醫服務範圍	Consultation Type 中醫服務性質		
	<input type="checkbox"/> General Consultation Excluding dispensation of herbal medicine 中醫全科 (不包括配藥)	<input type="checkbox"/> General Consultation Including dispensation of herbal medicine 中醫全科 (包括配藥)	<input type="checkbox"/> General Consultation Including dispensation of herbal medicine, *Bone-setting and/or **Acupuncture 中醫全科 (包括配藥)、 * 跌打及 / 或 ** 針灸
Limit of Indemnity requested 所需保障額			
Options for Limit of Indemnity 保障額選擇			
<input type="checkbox"/> Option 1 選擇1: Limit of Indemnity (AOC/AGG) 保障額(每宗索償/索償總額) HK\$3,000,000	1a) Annual Premium 全年保費 HK\$1,387	1b) Annual Premium 全年保費 HK\$1,850	1c) Annual Premium 全年保費 HK\$2,405
<input type="checkbox"/> Option 2 選擇2: Limit of Indemnity (AOC/AGG) 保障額(每宗索償/索償總額) HK\$5,000,000	2a) Annual Premium 全年保費 HK\$1,526	2b) Annual Premium 全年保費 HK\$2,127	2c) Annual Premium 全年保費 HK\$2,867

*Bone-setting includes Tui-na & Massage Therapy 跌打包括推拿及按摩治療

**Acupuncture includes Cupping Glass 針灸包括拔罐

**2023 限時優惠
首年保費 5% OFF!**

Excess applies to all the above options 上述保障項目均設自負額如下:

- General Consultation: each & every claim 中醫全科: 每單一索償自負額 HK\$5,000
- Bone-setting/Acupuncture: each & every claim 跌打/針灸: 每單一索償自負額 HK\$10,000

Intended Policy Commencement Date 預期保障生效日期	
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DD 日 / MM 月 / YYYY 年

Declaration 聲明

I/We declare, to the best of my/our knowledge and belief, that
本人/我們謹此聲明，根據本人/我們所知及所信：

- a. All the answers given in the Proposal Form are true. 於本投保書填報的資料均實屬真確。
- b. All the material factors affecting the assessment of the risks have been declared. 所有影響評估承保風險的重要事項已作申報。

I/We declare and understand that the cover provided herein is subject to the condition precedent that 本人/我們謹此聲明並明白所投保的保障須符合以下條件方能生效：

- a. I/We never had any insurance policy terminated in the last twelve (12) months due solely or in part to a breach of any Premium Payment condition, or
本人/我們於過去12個月內，沒有因為與繳付保費有關的單一或其他原因而導致保單終止，或
- b. I/We have never breached any premium payment condition in respect of a previous policy taken up with another insurer in the last twelve (12) months
本人/我們於過去12個月內，沒有違反其他保險公司保單繳費條件：
 - i. all outstanding premium for time on risk calculated by the previous insurer based on the customary short period rate in respect of the previous policy have been fully paid, and 已向前保險公司全數付清因提早終止前保險合約而應付的保費，以及
 - ii a copy of the written confirmation from the previous insurer to this effect is hereby provided. 於此附上由前保險公司的書面證明作實。

I/We declare and agree that this Proposal and Declaration shall be the basis of the contract between me/us and LSC Insurance Consultants Ltd, subject to all the terms and conditions of this Policy. No insurance policy shall be deemed to be in force until the Proposal has been accepted by the insurer and the premium fully paid.

本人/我們聲明及同意本投保書及聲明將成為本人/我們與世聯的保險合約基礎，並受本保單的條款限制。投保書須經世聯接納，並於保費全數交訖後，保單方告生效。

If this Proposal has not been completed by me/us personally, I/We declare that I/We have read the completed form and accept full responsibility for the answers.

若投保書並非由本人/我們親自填寫，本人/我們聲明本人/我們已閱讀填妥的投保書，並為提供的資料負上全責。

Signature 簽署

Date 日期

The Proposer 投保人

DD 日 / MM 月 / YYYY 年

IA Levy collected by the Insurance Authority has been imposed on this policy at the applicable rate.

TERMS OF BUSINESS AGREEMENT- HONG KONG

LSC Insurance Consultants Limited (“LSC”, “we”, “us”, “our”) whose registered office is at 16/F, Amber Commercial Building, 70-74 Morrison Hill Road, Wan Chai, Hong Kong, is a licensed insurance broker company authorized under the Insurance Ordinance (Cap.41). Our Insurance Broker Company License with the Insurance Authority is FB1024.

We offer transactional and/or advisory services for your insurance requirements over a wide range of insurance products. We are committed to acting in your best interest at all times in providing services to you. Therefore, it is crucial to understand what we do as your insurance broker.

These terms of business agreement, together with the quotation or renewal notice, set out the basis upon which we agree to provide services to you. You warrant that you have the authority to agree and enter into these Terms of Business on behalf of your Related Parties. For your own benefit and protection, you should carefully read and understand these Terms of Business.

Should you have any questions or anything you disagree, please do not hesitate to contact us before we proceed to arrange your insurance and we will be happy to explain.

If we receive an instruction or confirmation of an order to arrange insurance policy for you, this constitutes your acceptance of all these Terms of Business.

1. SCOPE OF SERVICES

Risk Assessment

- Understand your objectives, needs, priorities, circumstances, background and risk exposure to determine the insurance cover you may need
- Review of your existing insurance policies and identify any risk gaps
- Discuss scope of cover and required sum insured
- Obtain material information from you for underwriting

Placement

- Seek from our insurer partners on your behalf to provide quotations
- Negotiate policy terms and conditions with insurers
- Analyze and compare the price, coverage and empower you to make an informed decision
- Obtain placement instruction from you
- Confirm selected insurer to confirm bind cover before its intended date of inception, renewal or extension
- We will endeavor to keep you informed of the progress of our negotiations. We will use reasonable endeavors to implement your insurance, subject to available insurers, before the intended date of inception, renewal or extension of cover. We will promptly inform you if we are unable to fulfill your instruction
- We will answer any questions you may have on the proposed cover, its benefits, exclusions and conditions
- It is your responsibility to review the information on the insurance coverage. If the coverage and terms do not accord with your instructions you should advise us immediately.

Post Placement

- Arrange premium debit notes and invoices
- Disburse premium to insurers
- Liaise with insurers to provide you with certificate of insurance, cover note, policy documents and endorsement

Endorsement

- Maintenance and regular update from you on changes to the insured risk and notify insurers accordingly with endorsements or change in material risks
- Inform you the revised terms and issue endorsement

Claims Services

- Assist with notification to insurers
- Coordinate and gather relevant information for insurers
- Negotiate and liaise with loss adjusters, legal advisors etc.
- Ensure prompt payment of claims once confirmed by insurers
- Above claims services will be provided for up to 20-man-hours for each claim. To the extent that any claim may require additional support, we reserve the right to charge additional remuneration for claim services at an hourly rate to be mutually agreed with you in writing.

Our claims services will not apply to:

- Claims where advised by you that we are not required to act;
- Claims made under policies not arranged by us
- Uninsured loss recoveries including under deductible losses;
- Costs of engaging consultants/experts

2. DISCLOSURE OF INFORMATION

We would like to draw your attention to the duty of utmost good faith. This duty implements to you whenever you arrange the cover of insurance. The duty involves your disclosure to the insurer of all facts known to you which are material affecting the risk for which you are asking the insurer to provide cover.

A fact is “material” assuming that such information will influence a prudent insurer in deciding whether or not to accept your business, finalizing the terms to apply and/or the cost of cover must be disclosed, even if the insurer did not ask for such information. You should respond fully and frankly to any requests for information made by insurer.

You have the same duty to disclose materials to the insurer before the renewal, extension, vary or instatement a contract with the insurer. The duty of disclosure continues up until the insurance has been concluded, Failure to make full disclosure of material facts may allow insurer to avoid liability for a particular claim or to void the contract. If there is any dishonest non-disclosure, the insurer may also have the option of avoiding the contract from inception. Under such circumstances, the insurer would be entitled to seek recovery of any claims already paid by them under the insurance.

If you are in any doubt and question whether you have information which should be disclosed to your insurer or whether Our company is aware of that information, you should contact your account executive before your cover is arranged.

In order to maintain our business relationship, it is your responsibility to provide accurate and complete information and instruction in a timely manner.

3. REVIEW OF SUM INSURED AND LIMITS

You have the responsibility to select and review the sum insured, contract terms and limit of indemnity. You must ensure they are sufficient to meet your requirement. You must let us know in writing if you would like to modify your insurance cover in any way.

4. SELECTION OF PRODUCTS

In each case, we undertake an assessment to ensure we provide the most appropriate solution for you. Based on our market experience and periodic review of products, we will recommend the suitable product to you from a limited range or a pre-determined panel of insurers according to the nature of the product required rather than survey the entire market. While we believe the recommended solution is suitable, LSC cannot guarantee that in each and every case, the selected product or insurer is the best possible terms for every client.

It is your responsibility to decide whether this selected product is suitable taking into account your own risks and needs. Your agreement to proceed to purchase this product shall constitute your consent and confirmation that this product is suitable for your risks and needs.

5. SOLVENCY OF INSURERS

As your broker, we are not the insurer of any risk and we cannot

guarantee the availability or price of insurance of your particular risks.

Our selection of Insurers is based on our market knowledge and experience of the relevant risk. If you have any questions about the Insurer, please do not hesitate to contact us immediately.

We cannot guarantee the solvency of insurers. We accept no responsibility for the financial performance of any Insurer(s) and will not be responsible if the insurer is unable to meet their obligations to you. The final choice of insurer remains with you.

6. RECEIVING AND HOLDING OF CLIENT MONEY

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

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

Where allowed by local laws and regulations and where we have specifically agreed to pay premium to insurers on your behalf, we will not do so until we have received it from you, nor will we pay claims or other monies due to you before they have been received from insurers (or other relevant third parties). However, in the event that we make any payment on your behalf or make any payment to you prior to our being in receipt of relevant funds from either yourself, insurers or other third parties, we shall be entitled, without prejudice to any other remedy available, to recover that amount by way of deducting that sum from any amount due to you, whether on the insurance upon which we have made payment to you or on your behalf, or on any other insurance we handle for you.

7. REMUNERATION

We are appointed by you as your insurance broker and in that capacity acts on your behalf as your agent. We are remunerated for our services by the receipt of remuneration paid by insurers we use out of the premium paid by you. This percentage will have been contractually agreed between us and the Insurer. We earn different percentages for different classes of business and from different Insurer(s).

Our remuneration includes:

- (1) commission/profit commission/any contingent commission from Insurers and/or
- (2) our service charges on you and/or
- (3) our fee on top of the quoted premium/renewal premium (inclusive of commission or not) on you

Whenever we charge a service charge, that amount will be agreed with you in advance and will be disclosed to you separately to the insurance premium on the quotation.

We reserve the right to negotiate with you the appropriate additional fee charges to cover additional administration, documentation or claim advisory fees for significant claims or major losses, we will explain and disclose any charges to you before you become liable to such payments.

Consistent with long-established market practice, commission and service charges are earned for the period of the contract at inception, and unless otherwise agreed with you, in the event your policy is cancelled before the end of the policy period (for whatever reasons) we reserve the right to retain all commission, service charges and other remuneration in full from the insurer on any refund premium on the full period of insurance.

Unless otherwise agreed in writing, you shall pay our invoices/debit note within thirty (30) calendar days upon the date of debit note

Remuneration Statement

Unless we have specifically agreed with you on the manner in which we will be remunerated for our services, the following statement shall apply to every insurance transaction we handle on your behalf: - "LSC Insurance Consultants Ltd (the "Company"), Insurance Authority Insurance Broker Company License No. FB1024, is remunerated for its services by the receipt of remuneration paid by insurers. Your agreement to proceed with this insurance transaction shall constitute our consent to the receipt of such remuneration by the Company."

We may pay referral fees to the Introducer/Referrer and other associated or independent insurance agent/broker upon their request. Your agreement to proceed with insurance transaction shall constitute your consent of paying referral fee to these parties.

You understand that a Referrer is neither a licensed insurance broker nor an insurance agent registered with the Insurer accepting the insurance and does not represent LSC in any way whatsoever. The Referrer is not allowed to arrange and conduct any regulated activity, including but not limited to providing opinion or recommendation. All instructions, arrangement, claim services, renewal and issuance of the insurance policy shall be sent directly to LSC, and shall pay premium directly to LSC and not to the Referrer.

8. CLAIMS SERVICES

We will provide claims handling services during our appointment period. These services can be continued beyond the point by the mutual agreement but will be subject to additional remuneration. Our claims handling services include, upon receiving the required information from you, the claims or circumstances notification to insurer, the communication of reports and correspondence in connection with the claim between appropriate parties, and arranging the collection and/or settlement of the claim in agreement with market practice and the terms and conditions of your contract.

You should notify us and/or the insurer promptly, as soon as possible without delay. Should you have a third party claim, do not admit any liability until you have Insurer's approval to do so.

Once we receive the claim notification from you, we will conduct an assessment. If we consider that notice of that claim is not required, we will immediately explain to you the position and seek your further instruction.

9. CONFLICT OF INTEREST

There may be situations where conflict of interest arises, such as: Two or more clients may be competing for the same project, or involved in the same potential transaction; or we may represent one client to make a claim against another client we represent. We deal with each client in a way that each client's information is kept strictly confidential. We will ensure such conflicts are properly managed so we continue to act in your best interests.

10. CONFIDENTIALITY

We will keep all information received from you confidential. It will not be disclosed outside of our company except in the normal course of negotiating, maintaining or renewing the insurance, or for handling any claims, unless:

- (a) you have given permission for us to disclose the information;
- (b) disclosure is required to satisfy legal obligations or regulatory requirements; or
- (c) the information is already in the public domain or has been received by us from a third party not under any duty of confidentiality.

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

11. PERSONAL DATA PRIVACY

We undertake to comply with the Personal Data (Privacy) Ordinance (Cap. 486) in all our dealings with any personal data you provide to us. A copy of our Privacy Policy Statement setting out the kind of personal information we hold, main purposes for which it is held or is to be used and our policies and practices in relation to personal information can be obtained from our website. Your agreement to proceed with an insurance transaction shall constitute your consent to the "Personal Information Collection Statement"

12. 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.

13. USE OF LANGUAGE AND TERMINOLOGIES

When we provide renewal notice, quotation, coverage summary or any relevant documentations, they do not include all relevant terms of your insurance cover. You should directly refer to the policy wordings and policy schedule issued by the Insurer.

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. We do not provide any translation of insurance contracts, quotations, renewal notice or other documents. Any translations will attract an additional fee and we will not be liable for the accuracy or completeness or appropriateness of any translations we agree to procure or provide. Any translations provided by us are for your reference and information only.

14. NO LEGAL ADVICE

We are not responsible for providing or recommending any legal, accounting, taxation, regulatory or other specialist advices. You must assess whether you require other specialist advices and seek the relevant professionals.

15. TERMINATION OF 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.

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.

16. LIMITATION OF LIABILITY

(a) The following provisions of this section set out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of all losses, claims or liabilities arising under or in connection with this Agreement (including in respect of any indemnities), whether in contract, tort (including negligence), breach of statutory duty, or otherwise.

(b) All warranties, conditions and other terms implied by law are, to the fullest extent permitted by law, excluded from this Agreement.

(c) Nothing in this Agreement excludes or limits our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation.

(d) Nothing in this Agreement excludes or restricts our duty or liability to you under the applicable regulatory system.

(e) Subject to clauses (b), (c) and (d) above, our total liability to you, and any other parties that we agree a limit of liability with at your request (for example where we issue a letter to a third party) shall in aggregate be limited to HKD 1 million; and we shall not be liable to you for loss of or corruption of data, loss of profit, loss of anticipated savings, loss of business, loss of opportunity, depletion of goodwill, additional operational and administrative costs and expenses, the cost of procuring replacement goods or service, or any indirect or consequential loss or damage.

17. 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; labor dispute and industrial action; delay of Insurer(s); explosion; or fire; and in such circumstances the time for performance shall be extended for a period equivalent to the period during which performance of the obligation has been delayed or failed to have performed, provided that if the period of delay or non-performance continues for 12 weeks, either party may terminate this Agreement by giving 14 days written notice to the other party.

18. MEDIATION

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

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

19. AML, 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 organization 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.

20. ENTIRE AGREEMENT

These Terms of Business, together with the Quotation and/or Renewal Notice, constitute the complete agreement between us with respect to the Services and supersede all prior agreements made between us in relation to the Services and no other duties or obligations will be implied.

21. 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.

22. 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.

Your direction to seek a quotation, bind coverage, and/or your payment related to your insurance placement will be deemed your signed, written agreement to be bound by the provisions of these Terms of Business.