

**The Hong Kong Federation of Insurers**  
**Best Practice Guide for Life Insurance Companies on Contracting Procedures with Insurance Agents**

The objective of this guide is to set out best practices in the establishment of contracts between life insurance companies and insurance agent applicants (i.e. persons to be registered as individual agents (not insurance agencies) with the Insurance Agents Registration Board under The Code of Practice for the Administration of Insurance Agents (“Code of Practice”)) that are based on the principle of fairness.

The Contracts referred to include, but are not limited to, Agent’s Contract and Financing Agreement (if applicable) along with the Current Compensation Package. The contracting process means the contract orientation, signing and confirmation set out below.

1. Responsibilities

- a. Life insurance companies should have clearly defined roles and responsibilities of designated parties in the contracting process between the life insurance companies and the insurance agent applicants. Life insurance companies may delegate the contracting process to third parties, such as Agency Leaders. However, life insurance companies shall remain responsible for the contracting process and shall ensure that they have documentary evidence of fulfilling this responsibility.
- b. Life insurance companies should ensure that the designated parties have the adequate knowledge in properly discharging the life insurance companies’ responsibilities in the contracting process.

2. Contracts

- a. Life insurance companies should select an official contract language (Chinese or English) for the purpose of contract signing.
- b. Where the official contract language is English, a true and accurate Chinese translation of the English version must be provided to the insurance agent applicant.
- c. A contract clause that imposes restrictions on business activities of outgoing insurance agents (except for objectively necessary and proportionate contractual restrictions for protection of life insurance companies’ legitimate interests including restrictions on use of confidential information belonging to life insurance companies or on poaching of life insurance companies’ existing clients/employees/contractors etc.) should be prohibited.

### 3. Contract Orientation

- a. Life insurance companies should inform the insurance agent applicant of his/her right to obtain all the documents to be signed by the insurance agent applicants such as Application for Insurance Agent's Contract and the Contracts (with a Chinese translation of the Contracts if English is the official contract language) for scrutiny at least 3 working days before the contract signing date.
- b. Life insurance companies should provide the insurance agent applicant with HKFI's "Guide to Agents on Contracting Procedures with a Life Insurance Company" in Appendix 1.
- c. Life insurance companies should make available a contact person (other than the person who conducts the contracting procedures) or a contact point to insurance agent applicants to make enquiries on the contracts.
- d. Life insurance companies should provide the insurance agent applicants with sufficient review time (ie at least three working days) and information as per this Guide to facilitate that he/she fully understands his/her rights and obligations prior to contract signing.
- e. Life insurance companies should remind the insurance agent applicant that he/she may seek independent professional advice (including legal advice). Life insurance companies should also remind the agent applicant he/she may approach local association(s) of professional insurance agents for professional advice (including legal advice).
- f. If life insurance companies conduct the contracting procedures through a third party, such as Agency Leaders, standard procedures should be established and observed. A best practice is to have a Checklist substantively as per Appendix 2 be developed to guide and document the contracting procedures. Where such a Checklist is used, a signed copy should be provided to the insurance agent applicant.

### 4. Contract Signing

The Application for Insurance Agent's Contract and the Contracts must be signed by the contracting parties in Hong Kong.

### 5. Confirmation

Life insurance companies should obtain confirmation and documentary evidence from both the designated parties who conduct the contracting procedures and the insurance agent applicant that the requisite contract orientation and contract signing procedures have been complied with.

*(effective on 1 July 2017)*

## 6. Fitness and Properness

Insurance agents are required to be fit and proper persons. The matters taken into consideration in determining a person's fitness and properness include, inter alia, his competence, capability, honesty, integrity, reputation and financial soundness. Please refer to the Code of Practice for further details of the fit and proper criteria.

As far as an insurance agent's financial soundness is concerned, besides whether the agent has ever been declared bankrupt, there may be concerns about an agent joining a new life insurance company without discharging his debts owed to his current or former appointing insurance companies. Failure to fulfil such financial obligations may adversely affect the agent's fitness and properness. In this connection, life insurance companies may consider seeking consent from insurance agent applicants to permit their current and former appointing insurance companies' disclosure of whether there are any debts owed by the agents, and if yes, the relevant details. Please refer to Appendix 3 for details.

**The Hong Kong Federation of Insurers**  
**香港保險業聯會**  
**Guide to Agents on Contracting Procedures with a Life Insurance Company**  
**人壽保險公司與保險代理訂立合約的程序指引**  
**(For Reference of Insurance Agent Applicants) (供保險代理申請人參考)**

A life insurance company must provide the “Guide to Agents on Contracting Procedures with a Life Insurance Company” (“Guide”) to every insurance agent applicant (i.e. a person to be registered as an individual agent (not insurance agency) with the Insurance Agents Registration Board under The Code of Practice for the Administration of Insurance Agents) prior to entering into a contract with the applicant. This Guide sets out the important points to note to ensure the insurance agent applicant is fully aware of his/her rights and obligations.

人壽保險公司與保險代理申請人（即根據《保險代理管理守則》向保險代理登記委員會登記成為個人保險代理（保險代理商除外）的人士）訂立合約前，必須為他/她提供一份「人壽保險公司與保險代理訂立合約的程序指引」（「本指引」）。本指引詳列訂立合約時需注意的要點，以確保保險代理申請人充分知悉其權利與責任。

The contract includes, but is not limited to, the Agent’s Contract, Financing Agreement (if applicable) along with the Compensation Package.

合約包括但不僅限於代理合約、貸款協議書（如適用），以及待遇安排。

*1. You have the right to request a copy of the contract and the application for insurance agent’s contract before the contract signing date (e.g. at least 3 working days in advance). You also have the right to be given adequate time to read and fully understand the terms of the contract before signing.*

1. 你有權於簽署合約日期之前（如：最少三個工作日前），索取合約副本及保險代理合約申請書副本。你亦有權要求在簽署合約前有足夠時間細閱及充分了解合約條款。

**Please note whether you have been provided with a copy of the contract and the application for insurance agent’s contract before signing the contract.**

注意：你是否在簽署合約之前已取得合約副本及保險代理合約申請書副本？

*2. You have the right to obtain the English and Chinese versions of the contract. If the life insurance company’s official contract language is English, the Chinese translation must be made available to you.*

2. 你有權索取合約的中及英文版本。倘若人壽保險公司以英文為正式合約語文，則必須為你提供該合約的中譯本。

**Please note whether you have been provided with both the English and Chinese versions of the contract.**

注意：你有否已取得合約的中英文版本？

3. *You have the right to ask and obtain a proper explanation of your rights and obligations, as well as the life insurance company's rights and obligations, under the contract including but not limited to the rights and obligations relating to the following:*

- *Financing agreement e.g. join-in bonus, sign-on fee, financial advances and other similar incentives (if applicable)*
- *Training and training fee (if applicable)*
- *Commission clawback (if applicable)*
- *Repayment terms of any of the above amounts to life insurance company (if applicable)*
- *Adjustment of production requirements (if applicable)*
- *Termination of the contract*
- *De-registration with the Insurance Agents Registration Board*

3. 你有權就合約有關雙方（人壽保險公司及保險代理）的權利和責任，作出查詢及取得恰當的解釋，而有關權利與責任包括但不限於下列各項：

- 貸款協議如入職花紅、簽約金、預支付款及其他類似獎勵（如適用）
- 培訓及培訓費用（如適用）
- 佣金回扣（如適用）
- 向人壽保險公司退還上述各項金額的合約條款（如適用）
- 調整對營業額的要求（如適用）
- 終止合約
- 於保險代理登記委員會撤銷登記

**Please note whether you have received proper explanation of your rights and obligations, as well as the life insurance company's rights and obligations, under the contract.**

注意：就合約有關雙方（人壽保險公司及保險代理）的權利和責任，你是否得到恰當的解釋？

4. *You have the right to make enquiries about the contract. Life insurance companies should provide contact information (e.g. a contact person other than the person who conducted the contracting procedures with you) to answer your enquiries.*

4. 你有權就合約作出查詢。人壽保險公司應為你提供查詢方法(例如由一位非與你進行訂立合約程序的人作為聯絡人)，以解答你對合約事宜的查詢。

**Please note whether you have been informed of the life insurance company's contact information for any contract-related enquiries.**

注意：就合約事宜的查詢，你是否得悉人壽保險公司的聯絡方法？

*(effective on 1 July 2017)*

5. You are reminded that you may seek legal advice on your rights and obligations under the contract at your own cost (if applicable).

5. 你可以就合約的權利及責任，自費（如適用）尋求法律意見。

**Please note whether you have been reminded that you may seek legal advice at your own cost (if applicable).**

注意：你是否得悉可以就合約的權利及責任自費（如適用）尋求專業意見？

6. You are reminded that you may approach local associations(s) of insurance agents for independent professional advice (including legal advice) on the general terms of insurance agency contracts and the points to note when entering into the contracts.

6. 你可以聯絡本地保險代理組織，就保險代理合約的一般條款及訂立合約時需注意事項，尋求獨立專業意見〔包括法律意見〕。

**Please note whether you have been reminded that you may seek independent professional advice (including legal advice) from local associations of insurance agents.**

注意：你是否得悉可以向本地保險代理組織尋求獨立專業意見〔包括法律意見〕？

*Note: This document has covered all core areas but Member Companies should supplement their procedures as they consider appropriate.*

*(effective on 1 July 2017)*

## Template Checklist for Agency Leaders / Managers

供保險代理主管／經理人填寫之核對清單範本

(To be modified if other third parties conduct the contracting procedures 倘若由第三方執行訂立合約之程序，下文的用字亦應予以相應修訂)

### Contracting Procedures with Insurance Agent Applicant

與保險代理申請人訂立合約的程序

Name of Life Insurance Company 人壽保險公司名稱:

Name and HKID Card No (first 4 digits) of Insurance Agent Applicant 保險代理申請人姓名及香港身份證號碼（首 4 字母／數字）: \_\_\_\_\_

Name and HKID Card No (first 4 digits) of Agency Leader / Manager for the contracting procedures 負責執行訂立合約程序的保險代理主管／經理人之姓名及香港身份證號碼（首 4 字母／數字）: \_\_\_\_\_

The Checklist must be completed by the Agency Leader / Manager:

本核對清單必須由保險代理主管／經理人填寫：

	Contracting Procedures 訂立合約之程序
___ Yes 有 (Date 日期: )  ___ No 否 Reasons 原因: _____ _____ _____	1. Have you provided the following documents to the insurance agent applicant? 你有否提供以下文件予保險代理申請人： a. Application for Insurance Agent's Contract 保險代理合約申請書 b. Agent's Contract (English version & Chinese version) 保險代理合約（中及英文版本） c. Financing Agreement (English version & Chinese version) 貸款協議書（中及英文版本） <input type="checkbox"/> Applicable 適用 <input type="checkbox"/> Not Applicable 不適用 d. Current Compensation Package 現有待遇安排  If Yes, please state date. 如有，請註明日期。 If No, please provide reasons. 如否，請提供原因。

<p><input type="checkbox"/> Yes 有</p> <p><input type="checkbox"/> No 否</p> <p>Reasons 原因: _____</p> <p>_____</p>	<p>2. Have you informed the insurance agent applicant of his/her right to request an advance copy of the documents in (1) above for scrutiny prior to signing? 你有否告知保險代理申請人他／她有權於簽署合約前索取第(1)項所列的文件副本，以資參閱？</p> <p>If Yes, please answer (3). 如有，請回答第(3)項。</p> <p>If No, please provide reasons and proceed to (4). 如否，請提供原因及回答第(4)項。</p>
<p><input type="checkbox"/> Yes 有</p> <p><input type="checkbox"/> working days 個工作天</p> <p><input type="checkbox"/> No 否</p> <p>Reasons 原因: _____</p> <p>_____</p>	<p>3. Has the insurance agent applicant requested an advance copy of the documents in (1) above? If yes, how many working days in advance did you give him/her such documents? If No, please provide reasons.</p> <p>保險代理申請人有否於簽署合約前索取第(1)項所列的文件副本？如有，你於簽署合約日期的多少個工作日前將有關文件交予保險代理申請人？如否，請提供原因。</p>
<p><input type="checkbox"/> Yes 有(Date 日期:____)</p> <p><input type="checkbox"/> No 否</p> <p>Reasons 原因: _____</p> <p>_____</p>	<p>4. Have you provided to the insurance agent applicant the HKFI's "Guide to Agents on Contracting Procedures with a Life Insurance Company (For Reference of Insurance Agent Applicants)"? If Yes, please state date. If No, please provide reasons.</p> <p>你有否為保險代理申請人提供「人壽保險公司與保險代理訂立合約的程序指引（供保險代理申請人參考）」？如有，請註明日期。如否，請提供原因。</p>
<p><input type="checkbox"/> Yes 有</p> <p><input type="checkbox"/> No 否</p>	<p>5. Have you explained to the insurance agent applicant the rights and obligations of both the agent and the Life Insurance Company under the Agent's Contract including the rights and obligations relating to the following matters?</p> <p>你有否向保險代理申請人解釋在保險代理合約下，人壽保險公司及保險代理申請人的權利和責任，包括關乎以下事項之權利與責任：</p> <ul style="list-style-type: none"> <li>● Financing agreement (e.g. Join-in bonus, sign-on fee, financial advances and other similar incentives) 貸款協議（如：入職花紅、簽約金、預付款項及其他類似獎勵） <ul style="list-style-type: none"> <li><input type="checkbox"/> Applicable 適用</li> <li><input type="checkbox"/> Not Applicable 不適用</li> </ul> </li> <li>● Training and training fee 培訓及培訓費用 <ul style="list-style-type: none"> <li><input type="checkbox"/> Applicable 適用</li> <li><input type="checkbox"/> Not Applicable 不適用</li> </ul> </li> <li>● Commission clawback 佣金回扣</li> </ul>

(effective on 1 July 2017)

	<input type="checkbox"/> Applicable 適用 <input type="checkbox"/> Not Applicable 不適用 ● Repayment terms of any of the above amounts to the Life Insurance Company 向人壽保險公司退還上述各項金額的合約條款 <input type="checkbox"/> Applicable 適用 <input type="checkbox"/> Not Applicable 不適用 ● Adjustment of production requirements 調整對營業額的要求 <input type="checkbox"/> Applicable 適用 <input type="checkbox"/> Not Applicable 不適用 ● Termination of the Contract 終止合約 ● De-registration with the Insurance Agents Registration Board 於保險代理登記委員會撤銷登記
___ Yes 有    ___ No 否	6. Have you reminded the insurance agent applicant that he/she may seek independent professional advice (including legal advice) for his/her contractual rights and obligations at his/her own cost (if applicable)? 你有否提醒保險代理申請人，他／她可以就合約的權利及責任，自費（如適用）尋求獨立專業意見〔包括法律意見〕？
___ Yes 有    ___ No 否	7. Have you informed the insurance agent applicant of the Life Insurance Company's contact information for any contract-related enquiries? 你有否告知保險代理申請人有關人壽保險公司的聯絡方法，以供他／她查詢合約相關事宜？

To be completed by Agency Leader / Manager 由保險代理主管／經理人填寫

I hereby confirm that I have conducted the above Contracting Procedures with the Insurance Agent Applicant and that the above information is complete and correct.

本人在此確認本人已與保險代理申請人完成上述訂立合約之程序，並確認上述資料為完整及真確無訛。

Signature of the Agency Leader / Manager 保險代理主管／經理人簽署：

\_\_\_\_\_

Date 日期: \_\_\_\_\_

(effective on 1 July 2017)

To be completed by Insurance Agent Applicant 由保險代理申請人填寫

I hereby confirm that the Agency Leader / Manager has conducted the above Contracting Procedures with me and has provided me with sufficient time and guidance to facilitate me to fully understand my rights and obligations prior to contract signing.

本人在此確認保險代理主管／經理人已與本人完成上述訂立合約之程序，並已提供充分時間與指導，以助本人於簽署合約前充分了解本人的權利與責任。

The documents in (1) that are provided to me and the explanation in (5) that is given to me are confidential information of [name of life insurance company]. I shall not, without the prior written consent of [name of life insurance company], make copies or disclose any part of such confidential information to any third party (other than my legal advisers for the purpose of seeking independent legal advice) before the relevant documents are duly signed by me. If I decide not to proceed with signing the Contracts with [name of life insurance company], the said confidential information will be shredded or returned to [name of life insurance company] immediately.

第(1)項所列已提供予本人的文件，及就第(5)項給予本人的解釋皆為[人壽保險公司名稱]的機密資料。在本人未簽妥相關文件前，除非取得[人壽保險公司名稱]事先書面同意，否則本人不可複印或向任何第三方（除為本人提供獨立法律意見的法律顧問外）披露有關機密資料的任何部份。倘若本人決定不與[人壽保險公司名稱]訂立合約，本人將立即銷毀或交還上述機密資料予 [人壽保險公司名稱]。

Signature of the Insurance Agent Applicant 保險代理申請人簽署：

\_\_\_\_\_

Date 日期: \_\_\_\_\_

*Note:*

*This document has covered all core areas but Member Companies should supplement their procedures as they consider appropriate.*

*(effective on 1 July 2017)*

**Fitness and Properness - Financial Soundness  
Best Practice Guide on Checking of Agents' Debts**

There have been occasions, especially for insurers carrying on long term business, where individual agents owing debts to their current or former appointing insurers (collectively referred to as "Appointing Insurers") have moved to a new insurer without discharging their debts. Such behavior casts doubt on the financial soundness of such agents.

It is best practice that insurers seek consent from the insurance agent applicants to check their debts records with their Appointing Insurers to ensure the applicants are fit and proper to be appointed as their individual agents. Where there are undischarged debts, the recruiting insurer should critically review the fitness and properness of the agent concerned and proceed with the appointment after liaising with the agent and/or the Appointing Insurers concerned about settlement of the debts. In this regard, insurers carrying on long term business are encouraged to follow the best practice on checking of insurance agent applicants' debts set out below.

The best practice is applicable to appointment of individual agents only. It is not applicable to appointment of internal staff (whose duties are predominantly not sales related but with such focus as customer service, complaint handling etc), insurance agencies, responsible officers or technical representatives.

**Best Practice on Checking of Agents' Debts**

- (a) It is best practice that an insurer's offer to appoint a new individual agent for long term business be expressly made subject to:-
- (i) a satisfactory check of the new individual agent's financial soundness with his/her Appointing Insurers; and
  - (ii) confirmation and registration of appointment of the new agent by the Insurance Agents Registration Board.

To give effect to the above-mentioned conditional offer process, a recruiting insurer should substantively incorporate the additional clauses set out under Appendix 3A into its offer letters and, at the same time, require that the insurance agent applicant shall within [\*30] days of the date of offer (preferably when he/she has resigned from the appointing insurer) to sign and return a separate authorisation addressed to the Appointing Insurers substantively in the form set out as per Appendix 3B to authorise the recruiting insurer to conduct the checking mentioned in (i) above. Where the above conditions are not met or the said separate authorisation is not signed and returned by the insurance agent applicant as aforesaid, it is best practice that the recruiting insurer should withdraw the conditional offer. All life insurance members should facilitate the above mentioned conditional offer process.

- (b) The recruiting insurer should request the Appointing Insurers to confirm in writing the accuracy of the information provided by the agent as per Appendix 3A as soon as practicable (preferably within 3 weeks) , and to provide correct information if such information provided by the agent is considered inaccurate by the Appointing Insurer. All the Appointing Insurers should act with utmost fairness to agents in handling such requests.
- (c) Where the information/confirmation respectively provided by the agent and by the Appointing Insurers does not indicate undischarged debts owed by the agent to the Appointing Insurers; or where the Appointing Insurers does not respond within 3 weeks whilst the agent does not indicate any undischarged debts, the recruiting insurer may proceed to appoint the agent.
- (d) Where such information/confirmation respectively provided by the agent and by the Appointing Insurers indicates undischarged debts, the recruiting insurer should consider requiring the agent to repay the debts or to resolve the matter with the Appointing Insurers. The recruiting insurer may proceed with appointment of the agent if the agent can produce reasonable documentary evidence of repayment or resolution with the Appointing Insurers.
- (e) Where such information/confirmation respectively provided by the agent and by the Appointing Insurers indicates undischarged debts, and no repayment is to be made by the agent but the recruiting insurer still proceeds with the appointment and offers “sign on fees” or payments of similar nature, the recruiting insurer should consider (but is not under any obligation to) relying on authorisation provided by the agent as per Appendix 3B or otherwise agree with the agent on mutually agreeable terms to discharge the debts owed by the agent to the Appointing Insurers by utilising part or all of such “sign on fees” or payments. Where the recruiting insurer opts to do so, it should consider, as a matter of good practice, deducting the corresponding amount (up to the full amount of such sign on fees/payments) from such sign on fees/payments, repaying the debts directly to the Appointing Insurers and releasing balance of such sign on fees/payments to the agent.
- (f) The recruiting insurer is advised not to proceed to appoint the agent under other circumstances.

*(effective on 1 July 2017)*

**Additional Clauses to be Incorporated into Offer Letter  
to create a Conditional Offer**

**有條件要約**

*(Applicable to Recruitment of Individual Agents  
by Insurers Carrying on Long Term Business)*

*(適用於經營長期業務保險公司招募個人代理之用)*

The clauses contained in the following box should be incorporated into an offer letter as appropriate for the recruitment of individual agents for long term business.  
當保險公司招募個人代理進行長期業務時，應將下表的條款納入要約。

Please note that the above is a Conditional Offer of Appointment which is subject to:-  
以上為有條件要約，受下述情況所限：

(i) a satisfactory check of your financial soundness with your current and former appointing insurers; and

(i) 由現任及前任委任保險公司核對債務資料後，確定閣下的財政穩健；及

(ii) confirmation and registration of your appointment by the Insurance Agents Registration Board.

(ii) 由保險代理登記委員會確定及登記保險公司對閣下的委任。

The details of your outstanding debts with your current and former appointing insurer(s) as provided by you to us are set out below ("**Debts Information**"):-

以下為閣下尚未向現任及前任委任保險公司清繳的債項（「債項資料」）：

Insurer	Description	Amount (HK\$)
保險公司	詳情	金額(港元)
<b>Existing Debts</b> (i.e. any debts which was already created without conditions as of today, including cash loan, upfront loan or advance)		
現有債項（截至今日為止，任何沒有附帶條件的現存債項，包括：現金貸款、入職貸款或預支款項）		
<b>Future/ Potential Debts</b> (i.e. any debts which will accrue upon termination of your appointment by your current/former appointing insurer(s) (e.g., bonus or advances to be repaid) or which you reasonably ought to know will accrue after today,		

including those arising from cancellation of policy during the cooling-off period)		
未來／潛在債項（累計至今，牽涉由前任保險公司／現任保險公司終止對你的委任起計的債項，例如：需歸還的花紅或預支款項；或經合理估算下，由今天起計的累計債項，包括：由於在冷靜期內取消保單而引起的債項）		
Total actual and expected outstanding amount:		
實際及預期需清繳的債項總額：		

By signing this offer letter, you confirm the correctness of the Debts Information. Further, the offer is subject to your authorisation for us within [\*30] days from the date of this offer, preferably when you have resigned from your current appointing insurer, by signing and returning the accompanied authorisation form(s), to approach your current and former appointing insurer(s) (one authorisation for one of such insurers) to confirm the Debts Information with them, and for them to disclose relevant information concerning your outstanding debts to us.

閣下簽署此有條件要約，即表示閣下確認上述債項資料真確無訛。此外，閣下必須於簽署此要約 [\*30]天內（並已向現任保險公司辭職為佳），簽妥並交回附上的授權書，授權本公司聯絡閣下現任及前任委任保險公司（需就每一家保險公司簽署授權書乙份），以核實上述債項資料，並授權相關保險公司向本公司披露閣下尚未清繳的債項資料。

[You further authorise us to discharge on your behalf any debts owed to your current and former appointing insurer(s) up to the amount agreed as owed by you as stated in the Debts Information above by deducting the amounts from any payments (including any sign on fee) due from us to you and paying them to your current or former appointing insurer(s). Where we opt to do so, we will deduct the corresponding amount (up to the full amount of such fee/payments) from such fee/payments and repay the debts directly to your current and former appointing insurer(s) before releasing balance of such fee/payments to you, if any; whilst you remain responsible to fully repay the shortfall before the conditions for this offer can be considered fully met.]<sup>Note</sup>

[閣下亦授權本公司代表閣下，向現任及前任委任保險公司清繳不多於上述債項資料羅列的金額，相關金額會由本公司給予閣下的款項（包括簽約金）中扣減。本公司有權從

<sup>Note</sup> This clause is only applicable to the circumstances where the recruiting insurer and the insurance agent applicant have entered into an agreement as per item (e) of the Best Practice Guide on Checking of Agents' Debts.

<sup>註</sup> 此條款只適用於擬招募的保險公司與保險代理申請人根據查核代理債務最佳實務指引的(e)項訂立合約的情況。

## **Appendix 3A**

給予閣下的簽約金／款項中扣減相關金額（以簽約金／款項的全數為限），直接向閣下現任及前任保險公司清繳債項。如果尚有餘款，本公司會向閣下發出結餘；倘有關簽約金／款項不足以償還所有債項，則閣下仍需完全清繳債項餘額，方會視作完全符合要約內所列條件。<sup>註</sup>

**Authorisation**

**授權書**

*(Applicable to Recruitment of Individual Agents  
by Insurers Carrying on Long Term Business)*  
(適用於經營長期業務保險公司招募個人代理之用)

**To:** [name of current or former appointing insurer] (the “**Insurer**”)

**致:** [現任或前任委任保險公司] (「保險公司」)

**From:** (Please fill in Agent's Name) \_\_\_\_\_ of Registration Number:  
\_\_\_\_\_ (the “**Agent**”)

**由:** (請填上保險代理姓名) \_\_\_\_\_ 登記號碼: \_\_\_\_\_  
(「保險代理」)

Please confirm to [recruiting insurer] whether I have any outstanding / expected debts owed to you and, if requested, provide the relevant supporting materials, to enable [recruiting insurer] to confirm my financial soundness (and, if appropriate and as may be further agreed by the recruiting insurer and me, and to be further agreed, to discharge any debts on my behalf)<sup>insert as appropriate</sup>.

請向[擬招募的保險公司] 確認本人是否尚欠 貴公司任何仍未清繳／預期債項；如有需要，請提供相關證明，以便 [擬招募的保險公司] 確認本人的財政穩健（及，如適用以及 在[擬招募的保險公司] 與本人雙方同意下，由[擬招募的保險公司]代表本人清繳任何債項）<sup>可加入補充資料</sup>。

Please reply as soon as practicable (preferably within 3 weeks) of receiving this Authorisation.

請於收妥本授權書後盡快(盡可能 3 星期內) 回覆。

**Signature:**

簽署: \_\_\_\_\_

**Date:**

日期: \_\_\_\_\_