

Terms of Business Agreement

1. Introduction

Gemini Insurance Brokers (HK) Limited is a privately owned Insurance and Reinsurance Broker incorporated in Hong Kong.

This document sets out the terms upon which Gemini Insurance Brokers (HK) Limited agrees to act for you, and is intended to have contractual effect between us. Please, therefore, read the document carefully since, if you instruct us to act on your behalf, these terms will define our respective obligations in the absence of any written variation to them, or the existence of any other written agreement between us.

Gemini Insurance Brokers (HK) Limited is authorized and regulated by The Hong Kong Confederation of Insurance Brokers (“HKCIB”). We are permitted to advise on and arrange general insurance contracts: our HKCIB Reference Number is 0461 and our regulatory details can be verified by visiting the CIB’s website at www.hkcib.org, by telephoning the HKCIB on +852 2882 9943.

You can contact us by phone on +852 2574 9984 and find out more about us at www.geminibrokers.com.hk.

2. Terminology

In order to avoid repetition of words used in this document, the term “insurance” includes reinsurance and other risk transfer products and the term “underwriters” includes any insurer, reinsurer or other category of risk bearer, as appropriate to your requirements.

3. Regulation

You must ensure that you have adequate controls and procedures in place to maintain compliance with all laws, rules or regulations pertaining to insurance business that are applicable in your jurisdiction.

We are bound by the terms of Hong Kong law, which requires us to ensure that all our business associates, anywhere in the world, do not engage in bribery or corruption. You confirm that neither you nor any of your employees or agents, are involved in the payment of illicit fees or commissions for the purposes of obtaining or retaining business.

We are also bound by the HKCIB’s rules and regulations.

4. Duty of Disclosure

To allow us to provide you with a high quality level of service and to help arrange insurance which meets your requirements, you, and any agent acting on your behalf, must act with utmost good faith toward us and provide us with honest and accurate information at all times.

Insurers must be presented with a fair and complete statement of the nature of any risk submitted to them. The omission of material facts in the presentation to insurers, whether intentional or accidental may lead to the insurers avoiding any insurance coverage arranged. A circumstance is material if it would influence the judgment of a prudent insurer in calculating the premium or assessing whether he would accept the risk. Accordingly, you must provide all the facts material within such a submission and update this information where relevant between initial enquiry and attachment of any cover and during the term of any policy. This applies equally to new orders, adjustments, renewals, extensions of cover, endorsements and claims.

For certain classes of business you may be required to complete a proposal form or questionnaire. We will be happy to provide guidance concerning the comprehension of such a document but we are not able to complete it on your behalf. You must satisfy yourself of the contents of the proposal form or questionnaire. Please note that your obligation to provide material information to insurers is an overriding obligation. Where insurers do not request specific information within a proposal form or questionnaire, this does not mean that such information is not material. If you are in any doubt as to whether information is material you should disclose it.

5. Terms of Premium Payment

We invoice our clients for the premium due plus any taxes which insurers are obliged to collect in respect of the contract of insurance. Payments must be made in the currency invoiced.

Insurers may include a premium payment condition as a term of the insurance. Failure to comply with the terms of this clause may result in insurers issuing a notice of cancellation and failure to pay insurers the premium in full before the notice period expires will enable them automatically to terminate their obligations under the policy. We will inform you of any such requirements and the relevant date(s).

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5. Terms of Premium Payment (cont'd)

In some cases, insurers may impose a warranty under the terms of which the premium must be paid to them by a certain date. Failure to comply with the exact terms of the warranty will enable the insurer automatically to terminate its obligations under the policy. Again, we will inform you of any such requirements and the relevant date(s).

Unless agreed in advance and specifically stated on our debit note to you, all premiums should be paid to us no later than 10 business days prior to the settlement due date required by your insurer(s) and notified by us. This is to allow us sufficient time to pass cleared funds to your insurer(s).

6. Client Money Arrangements

We will hold all client and insurer monies in our designated HSBC client bank account. The account number has been registered with HKCIB in accordance with its regulatory requirements. Depending on our arrangements with the insurer concerned, this will either be:

- as your agent in a 'client money' bank account which, in the event of the failure of the firm, is available to clients ahead of insurers and other creditors, or
- as agent of certain insurers under agreements which specify that premiums and claims monies held by us are held as agent for those insurers. This is termed 'risk transfer'.

Any interest earned on client money held by us and any investment returns on any segregated designated investments will be retained by us for our own use, rather than paid to you. We keep client money separate from our own money.

7. Payment to Third Parties

We may transfer client money to another person, such as another broker or settlement agent, for the purpose of effecting a transaction on your behalf through that person. This may include brokers and settlement agents outside Hong Kong. The legal and regulatory regime applying to a broker or settlement agent outside Hong Kong may be different from that of Hong Kong and, in the event of a failure of the broker or settlement agent, this money may be treated in a different manner from that which would apply if the money were held by a broker or settlement agent in Hong Kong.

You may notify us if you do not wish your money to be passed to a person in a particular jurisdiction.

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8. Bank Accounts

Client money will be deposited with HSBC and into our designated client account as required by CIB.

9. Claims

You must notify us immediately in writing of any claim, or circumstance likely to give rise to a claim, as failure to do so may entitle Underwriters to deny liability for the claim. Even if the likelihood of a “circumstance” giving rise to a claim is considered to be remote, it should still be advised to us. Notification should be either to your usual Gemini Insurance Brokers’ contact or, alternatively, should be marked for the attention of “The Claims Department”.

We will remit claims payments to you as soon as possible after they have been received on your behalf.

We will provide you with every assistance in submitting a claim and seeking to obtain reimbursement. However in the event that an insurer becomes insolvent or delays making settlement we do not accept liability for any unpaid claims.

10. Documentation

We will promptly send you evidence of cover in the form of an insurance policy, a certificate of insurance, a copy of our placing slip or an insurer or Gemini produced insurance document. We will advise the date on which any premiums are due and, if applicable, consequences of late payment.

It is important that you read all of your documentation carefully and inform us immediately if you have concerns. Otherwise, we will assume that everything is in order. Keep your documents in a safe place while your policy remains open to you to make a claim. We retain documents for business placed on your behalf in electronic or paper format in line with market practice.

11. Remuneration

We may receive remuneration for our insurance broking services by way of brokerage or commission which is a proportion of the premium determined by Underwriters on the insurance placed and is included within it, or via an arrangement with the insurer. Alternatively we may receive remuneration by way of a fee negotiated and agreed with you.

Gemini hold the right to charge clients for any additional claims work carried out after Gemini has ceased to act for that client.

We will inform you of the cost of your insurance policies and our charges prior to the conclusion of contract or before you become liable to pay them, whichever comes first. Where we do not know them in advance we will tell you how they are to be calculated.

12. Warranties and Subjectivities

It is important that you comply with any warranties/conditions (whether express or implied) and if any are shown on any documentation provided to you by us or insurers, please ensure that you follow their requirements exactly. Failure to do so may render any claim void or enable insurers to terminate the policy.

Notification to markets (and suitable acknowledgement) of fulfilment of subjectivities will be made by Gemini.

13. Your liability to tax

Unless there is a legal requirement for us to do so, it is your obligation to make declarations in respect of, and to account for, the appropriate tax on all insurance transactions.

14. Complaints Procedure

Our complaints procedure is available on request. All complaints should be addressed to The Compliance Officer, Gemini Insurance Brokers (HK) Limited, Unit 1604, 16/F., C.C. Wu Building, 308 Hennessy Road, Wanchai, Hong Kong.

If we are unable to settle your complaint with us, you may be entitled to refer it to:

The Hong Kong Confederation of Insurance Brokers (“HKCIB”)

Address: Room 3407 AIA Tower, 183 Electric Road, Fortress Hill, Hong Kong.

Tel: +852 2882 9943

Fax: +852 2890 2137

Email: info@hkcib.org

15. Confidentiality

Information which you pass to us will be treated as private and confidential and will only be disclosed for the purpose of negotiating, maintaining or renewing the insurance which we have been instructed to place, unless you have consented otherwise.

Disclosure may also be made to our external auditor and our regulator to fulfil their regulatory functions or where we are otherwise legally obliged to disclose the information.

Both parties will comply with the Personal Data (Privacy) Ordinance (PDPO) and any regulations made under the PDPO and in particular with the data protection principles set out in the PDPO and with all relevant guidelines and guidance notes issued from time to time by the Information Commissioner as applicable to each of those parties.

16. Law and Jurisdiction

These Terms of Business shall be construed in accordance with English Law, and any dispute between us shall be subject to the exclusive jurisdiction of the Commercial Court in London, United Kingdom.

17. Market Security

We seek insurance only from insurers which meet our financial security criteria, unless we receive specific instructions from our clients to the contrary. We cannot and do not guarantee the solvency or continuing solvency of any insurer used. You should note the financial position of an insurer can change after cover has inceptioned.

18. Conflicts of interest

We will aim to treat you fairly at all times, and we will endeavour not to put ourselves in a position where our interests, or our duty to another party, compromise our duty to you.

We will advise you of any conflicts of interest and, if required, discuss with you whether or not you will be happy for us to continue working for you.

19. Relationships with others

Where we believe there to be a benefit we may occasionally ask other organizations to help us meet client requirements, for example, many countries require the use of local intermediaries to access local insurance markets. In such cases, we will provide specific instructions to such intermediaries so as to meet your insurance requirements.

20. Broker clients only

You will be defined as a 'commercial customer'. Our duty of care is solely to you as our client, though you in turn owe a duty of care to your client, the insured or another intermediary. You must ensure that your client is aware of all the terms of any insurance policy obtained by us on your instructions. It is also your obligation to ensure that you hold and comply with all necessary licences.

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21. Your acceptance of these terms

We will assume that you have given us your consent to working with us on the above basis if, having received these terms of business, you continue to do business with us.

In witness whereof, the Parties hereto have executed this agreement on the date recorded below.

Signed:

Name: Charles Kai

Position: Compliance Officer

For and on behalf of Gemini Insurance Brokers (HK) Limited

Date:

Signed:

Name:

Position:

For and on behalf of

Date: