

The Code of Practice for Agents

1. This Code shall form part of the General Insurance Agents Registration Regulations (“**GIARR**”).
2. This Code sets out the minimum standards of conduct and the duties required of an Agent in the conduct of an Agent’s general business as an Agent representing a Member or Members (“**Members**”) of the General Insurance Association of Singapore (“**GIA**”).
3. An Agent shall conduct an Agent’s business with the utmost good faith and integrity.
4. If a complaint is made by a policyholder to an Agent’s Principal concerning an Agent, the Agent shall co-operate fully with the Agent’s Principal in its investigation.
5. An Agent shall inform any policyholder that is not satisfied with the Agent’s services or who wishes to make a complaint against the Agent that the policyholder may do so by writing to the Agent’s Principal concerned.
6. This Code shall be observed and complied with by all Agents in addition to the provisions of the Singapore General Insurance Code of Practice and the provisions of GIARR as may be amended by GIA from time to time.
7. Unless otherwise specified in this Code or unless the context otherwise requires, words used in this Code shall have the same meaning as that defined in GIARR.
8. This Code shall be observed and complied with, mutatis mutandis, by all Nominee Agents and all provisions herein referring to an Agent shall include a reference to a Nominee Agent, unless the context otherwise requires.

A. GENERAL SALES PRINCIPLES

1. An Agent shall:-
 - (i) where appropriate make a prior appointment to call. Unsolicited or unarranged calls shall be made at an hour likely to be suitable to the prospective policyholder;
 - (ii) identify (a) himself as a general insurance agent registered with the Agents' Registration Board of GIA and (b) the name(s) of the Agent's Principal(s) that the Agent represents when the Agent makes contact with a prospective policyholder. An Agent shall explain as soon as possible that the arrangements that the Agent wishes to discuss could include the selling of insurance policies;
 - (iii) produce the Agent's certificate of registration upon request by a prospective policyholder;
 - (iv) ensure as far as possible that the policy proposed is suitable to the needs and resources of the prospective policyholder;
 - (v) give advice only on those insurance matters in which the Agent is knowledgeable and shall seek or recommend specialist advice when necessary; and
 - (vi) treat all information supplied by a prospective policyholder as completely confidential to the Agent and to the Agent's Principal to which the business is being offered.

2. An Agent shall not:-
 - (i) inform a prospective policyholder that his name has been given by other person unless (a) the Agent is prepared to disclose that other person's name if requested to do so by the prospective policyholder and (b) the Agent has that other person's consent to make that disclosure;
 - (ii) make inaccurate or unfair criticisms of any Member;
 - (iii) make comparisons with other types of policies unless the Agent makes clear the differing characteristics of each policy;
 - (iv) prevent a prospective policyholder from stating material facts to the Agent's Principal or induce a prospective policyholder not to state material facts to the Agent's Principal; and

- (v) induce a prospective policyholder to make a misrepresentation of facts to the Agent's Principal.

B. EXPLANATION OF THE CONTRACT

An Agent shall:-

- (i) identify the Agent's Principal that may be selling the policy;
- (ii) explain all essential provisions of the cover afforded by the policy or policies which he is recommending so as to ensure as far as possible that a prospective policyholder understands what he is or may be buying;
- (iii) draw attention to all restrictions, exclusions and conditions applicable to the policy;
- (iv) if necessary, obtain from the Agent's Principal specialist advice in relation to items (ii) and (iii) above; and
- (v) not impose any charge in addition to the premium required by the Agent's Principal, without disclosing the amount and purpose of such charge.

C. DISCLOSURE OF UNDERWRITING INFORMATION

An Agent shall, in obtaining underwriting information or the completion of the proposal form or any other material:-

- (i) avoid influencing a prospective policyholder and shall make it clear that all the answers or statements given are the prospective policyholder's own responsibility; and
- (ii) ensure that the consequences of non-disclosure and inaccuracies are pointed out to a prospective policyholder.

D. ACCOUNTS AND FINANCIAL ASPECTS

An Agent shall, if authorised to collect moneys in accordance with the terms of his agency appointment:-

- (i) keep a proper account of all financial transactions with a prospective policyholder which involve the transmission of money in respect of insurance;

- (ii) record receipt of all money received in connection with an insurance policy and shall distinguish the premium from any other payment included in the money; and
- (iii) remit any money so collected in strict conformity with the terms and conditions of the Agent's agency appointment and the provisions of GIARR.

E. DOCUMENTATION

An Agent shall not withhold from a policyholder any written evidence or documentation relating to the contract of insurance.

F. CLAIMS

- (i) If a policyholder informs an Agent of an incident which might give rise to a claim, the Agent shall inform the Agent's Principal concerned without delay and, in any event, within three (3) working days and thereafter give prompt advice to the policyholder of the requirements of the Agent's Principal concerned relating to the claim, including the provision, as soon as possible, of information that may be required to establish the nature and extent of the loss. Information received by an Agent from a policyholder shall be passed to the Agent's Principal concerned without delay.
- (ii) No indication of acceptance or rejection of a claim or any admission or denial of fact or liability shall be given by an Agent to a policyholder unless expressly authorized or instructed by the Agent's Principal concerned. An Agent shall make clear to a policyholder that all correspondence made pursuant to any investigation by the Agent's Principal concerned and the processing of a claim is strictly on a without prejudice basis.

G. RATES FIXED BY AN AGENT'S PRINCIPAL

With the exception of Agents with binders, all rates of insurance shall be fixed by an Agent's Principal. An Agent shall not quote to a policyholder a rate above or below the rates set out by the Agent's Principal concerned.

H. PUBLICITY

No advertisements and no printed matter concerning an Agent's Principal or its products or services shall be published, circularised or distributed by

an Agent unless a copy thereof has first been approved by a duly authorised official of the Agent's Principal concerned.

I. PREMIUM REFUND

An Agent shall, upon the refund of any premium due under a contract of insurance, promptly remit the full refund to the insured without any claims, set-off or deduction whatsoever unless a claim, set-off or deduction has been pre-agreed by the insured.

J. AGENCY AGREEMENT

No policy shall be sold by an Agent except within the terms of the Agency Agreement entered into between the Agent and the Agent's Principal concerned.

K. SUB-AGENCY

An Agent shall not enter into any agreement or arrangement whatsoever for the appointment or engagement of any sub-agent.

L. DISPUTE RESOLUTION, MEDIATION, ARBITRATION OR LEGAL PROCEEDINGS

An Agent shall not (unless the Agent's Principal otherwise agrees in writing) institute or defend or take part in any dispute resolution, mediation, arbitration or legal proceedings in connection with any matter relating to the business of the Principal.