

Insurance Authority

Insurance Intermediaries Connect - Terms and Conditions

The following terms and conditions ("Terms and Conditions") shall apply to the use of the Insurance Intermediaries Connect and related services and functions (collectively "System"), and the use of the Database (as defined below), from time to time made available by the Insurance Authority ("IA").

For the purposes of these Terms and Conditions:-

- (a) "Administration Account" refers to the account created and maintained by the owner of the Supervisor Account (if any) for use by the holder of the Administration Account to perform the functions that the Principal is permitted to perform in the System and/or the Database;
- (b) "Authorized Insurer" bears the same meaning as set out in section 2(1) of the Insurance Ordinance (Cap. 41) ("IO");
- (c) "Database" refers to the database containing the Past Registration Records;
- (d) "Licensed Insurance Intermediary" means a licensed insurance agency, a licensed insurance broker company, a licensed individual insurance agent, a licensed technical representative (agent) or a licensed technical representative (broker) as defined in the IO;
- (e) "Individual Licensee" means a licensed individual insurance agent, a licensed technical representative (agent) or a licensed technical representative (broker) as defined in the IO;
- (f) "Past Registration Records" means the past registration records of insurance intermediaries who had been registered with the SROs prior to 23 September 2019 (including the date of registration, name of appointing Principal(s) and details of the line(s) of business which the insurance intermediary were appointed to carry on) which were maintained and kept by the SROs and have since been transferred to the IA pursuant to Schedule 11 of the IO;
- (g) "Principal" means an Authorized Insurer, Licensed Insurance Agency and Licensed Insurance Broker Company;
- (h) "SROs" means the three self-regulatory organizations, namely Insurance Agents Registration Board established by the Hong Kong Federation of Insurers, Professional Insurance Brokers Association and The Hong Kong Confederation of Insurance Brokers;
- (i) "Supervisor Account" refers to the account created and maintained by the Principal for use of the functions in the System and/or the Database; and



- (j) "User" means an Authorized Insurer, Licensed Insurance Intermediary and an applicant applying for a licence as a Licensed Insurance Intermediary, who has registered a username and password with the IA to use the System.

By clicking to confirm your agreement to and understanding of the notice:-

- i. On the login page or by accessing the System with your username and password, you confirm that you are a User and have read, understood and agree to be bound by these Terms and Conditions that are applicable to use of the System; or
- ii. On the search function page of the Database, you confirm that you are a Principal and have read, understood and agree to be bound by these Terms and Conditions that are applicable to the use of the Database.

1. Using the System and the Database

1.1 The System is to be used by a User for the purpose of (amongst other things) enabling:

- (a) An applicant who intends to apply for a licence as an Individual Licensee and to make any associated submissions through the System with respect to such licence application as well as to review the status of his/her licence application;
- (b) A Licensed Insurance Intermediary to view his/her licence information, status of his/her Continuing Professional Development records (where applicable) and to review the history of any online submissions made to the IA;
- (c) A Principal to open and maintain a Supervisor Account and an appropriate number of Administration Accounts that is commensurate with the scale of its business, its business needs and/or size of its intermediary force. The Principal must identify a senior staff with sufficient authority to act as the owner of the Supervisor Account who is responsible for performing and carrying out any functions available on the System and/or the Database. It also includes alternate supervisor account, of which a Principal may nominate another staff as a backup, who will perform all or selected functions of the System and the Database;
- (d) A Principal to open an individual account for an Individual Licensee (who does not hold an individual account) or an applicant applying for a licence as an Individual Licensee to carry on regulated activities;
- (e) A Principal to assist an applicant who intends to apply for a licence as an Individual Licensee to carry on regulated activities;
- (f) All Users to receive notice(s), document(s) and other information (where applicable) issued by the IA; and
- (g) All Users to complete any other transaction(s) made available by the System.



- 1.2 The Database is to be used by a Principal for the purpose of enabling the Principal to search for and obtain from the Database the Past Registration Records of:
- (a) a Licensed Insurance Intermediary who has been appointed by the Principal as its Licensed Insurance Intermediary; or
 - (b) a person who was previously registered with any of the SROs prior to 23 September 2019 whom the Principal proposes to appoint as its Licensed Insurance Intermediary.

2. Username and password for accessing the System

- 2.1 Upon the Principal opening an individual account for an Individual Licensee (who does not hold an individual account) or an applicant applying for a licence as an Individual Licensee to carry on regulated activities, the System will generate an account opening password for that individual account. The Principal shall pass the account opening password to the Individual Licensee or applicant but, before doing so, the Principal must verify the identity of the person concerned.
- 2.2 The Individual Licensee (who does not hold an individual account) or an applicant applying for a licence as an Individual Licensee shall, as soon as possible after receipt of the account opening password from the Principal, access his/her individual account in the System and register his/her own username and password.
- 2.3 The User undertakes to use its username and password in accordance with these Terms and Conditions.
- 2.4 The username and password are strictly confidential to the User only and must remain in the User's possession and control, and must not be disclosed to any other person or unauthorized personnel/third parties. In particular, such username and password must not be given or surrendered to any other person for submission of information and/or documents to the IA on behalf of the User.
- 2.5 Where the User is a Principal, it may disclose any such username and password to its authorized person for use of the System on the User's behalf and in which case it shall procure any such authorized person to abide by these Terms and Conditions.
- 2.6 The User shall act in good faith and exercise all diligence in keeping the confidentiality and security of its username and password. Any inappropriate use of the username and password may affect our assessment of the fitness and properness of the User concerned and may cause serious consequences.
- 2.7 The User may change its password via the System at any time online and any such change will be effective only if accepted by the System.



- 2.8 A number of unsuccessful consecutive login attempts with the User's username and/or password may cause the User's account to be locked. The User shall unlock the account by following the instructions as shown on the System's login page.
- 2.9 If the IA has any reason to suspect that the User's username and/or password have been discovered and/or used by a person other than the User (or the User's authorized person as set out in paragraph 2.5 above), the IA may abolish the relevant password and assign a replacement password to the User.
- 2.10 If the User notes or suspects that its username and/or password have been lost, stolen or are being used by a person other than the User (or the User's authorized person as set out in paragraph 2.5 above), the User shall change its password immediately and notify the IA as soon as possible.

3. Obligations of the User in using the System and the Principal in using the Database

- 3.1 When accessing and using the System and/or the Database, the User or Principal shall:
- (a) use the System and/or the Database only for lawful purposes;
 - (b) not interfere with, damage, misuse, disrupt or attempt to gain unauthorized access to the System and/or the Database, or the IA's website, equipment, systems or data used to operate the System and/or the Database, or any part thereof;
 - (c) not transmit any data or any material that contains any harmful programmes, including but not limited to viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware and adware or similar computer code that could adversely affect the operation of any computer software or hardware of the System and/or the Database including the IA's website, equipment or other systems, or any part thereof; and
 - (d) comply with all requirements, guidelines and user manuals that may be provided by the IA from time to time in relation to the use of the System and the Database.
- 3.2 If the User notices that its information on the System is incorrect, incomplete or out of date, the User shall inform the IA as soon as possible while adhering to all statutory timeframes.
- 3.3 The IA reserves the right to modify the information provided to the User on the System from time to time with or without prior notice.
- 3.4 Users shall be responsible for all acts and things done during the use of the System.
- 3.5 Principals shall be responsible for all acts and things done during the use of the Database.
- 3.6 Any access to the System or the Database with the User's username and password shall be deemed the use of the System by the User. The IA shall not be under any obligation to investigate or verify the identity and authority of persons using the User's username and password.



- 3.7 Users who are applying (or assisting an applicant to apply) for a licence to carry on regulated activities, it shall be the applicant's ultimate responsibility to ensure all information and application documents required by the IA for the purpose of the relevant provision under the IO have been verified by the applicant's proposed appointing principal (where applicable) and actually received by the IA, together with payment of the prescribed application fee (where applicable).
- 3.8 A user manual for the System may be made available by the IA to Users and they should follow all relevant instructions in the user manual whenever they use the System.

4. Availability of the System and the Database

- 4.1 The IA gives no guarantee on the availability of the System and the Database. The User's registration of a username and password does not guarantee that the System will be available to the User whenever the User wishes to use the System. For the avoidance of doubt, the Principal's registration of a username and password does not guarantee that the Database will be available to the Principal.
- 4.2 It is the responsibility of the User to ensure compliance with all statutory obligations, including but not limited to, the submission of any notifications, documents, information or forms, and the payment of any statutory fees and charges, to the IA, in a timely manner, whether or not the System and/or the Database is available. The User understands and agrees that in circumstances where the System and/or the Database is not available for whatever reason, it is not relieved from any of its obligations under the IO.
- 4.3 The IA may from time to time amend, suspend, interrupt or discontinue access to/operation of the System and/or the Database, in full or in part, at any time and without prior notice, for any reason including but not limited to conducting maintenance/enhancement works on the System and/or the Database.

5. Personal Data

- 5.1 All personal data provided by the User to the IA via the System and the Database shall be treated in compliance with the Hong Kong Personal Data (Privacy) Ordinance (Cap 486) as amended from time to time.
- 5.2 Information regarding the manner in which the IA may handle such personal data collected from the User is set out in the IA's Personal Information Collection Statement ("PICS") which is found at the System's login page and IA's website (www.ia.org.hk). The User confirms that by accessing the System with your username and password, you understand and agree to the contents of the PICS.



- 5.3 The User may need to read and/or consent to specific PICS when using certain specific functions under the System. When there is conflict between a specific PICS and the PICS, the former shall prevail.
- 5.4 The Principal shall comply with the relevant privacy laws in handling any personal data collected from any person for whom an account is created/opened in the System or collected from the Database.

6. Disclaimer of Liability

- 6.1 All guarantees, warranties, representations, terms and conditions, whether expressed or implied by statute, common law or otherwise, with respect to the System and the Database are excluded from these Terms and Conditions to the extent that they can be excluded as a matter of law.
- 6.2 The IA shall not accept any liabilities, obligations or responsibilities for any losses (including but not limited to, loss of profit, loss of opportunity, loss of business, or any consequential loss), damages, costs or expenses howsoever caused or incurred, whether arising directly or indirectly from the use of or inability to use the System and/or the Database (or any part thereof) or any electronic services provided thereunder or from any error, inaccuracy, misstatement or omission in the information provided to the User via the System or the Principals via the Database, or from any disruption of transmission, transmission blackout, delayed transmission due to Internet traffic or incorrect data transmission.
- 6.3 The System may contain materials contributed by or services provided by third parties. To facilitate access to information or services provided by or via third parties, the System may provide or assist in providing links to external websites through its webpages. The IA states that it has not approved or endorsed the materials contributed by third parties on the System or any external websites linked to the System. The provision of any such materials or links to external websites shall not constitute any form of co-operation or affiliation with the IA of any such third parties or external websites. Provision of, or assistance in providing, materials contributed by third parties on the System or links to external websites gives rise to no statement, representation or warranty, whether express or implied, that the IA agrees or acquiesces with the contents of any such materials or external websites and the IA shall not have or accept any liabilities, obligations or responsibilities whatsoever for any losses (direct or indirect, and including without limitation loss of profit, loss of opportunity, loss of business, or consequential loss), damages, costs or expenses however arising from or in respect of any use or misuse of or reliance on the contents of any such materials or external websites delivered on or via the System or inability to use any of them.
- 6.4 Paragraphs 6.1 to 6.3 above are in addition and without prejudice to the immunity given to the IA under section 118 of the IO.



- 6.5 The User shall be liable for and shall indemnify the IA and its staff from and against any and all claims, damages, liabilities, losses, costs and expenses (including but not limited to legal expenses) of any kind which arise out of, incurred from or in connection with, whether directly or indirectly, the User's breach of these Terms and Conditions.

7. Additional obligations in accessing the Database

- 7.1 Before conducting any search at the Database, the Principal must have obtained written consent from the person who is the subject of the Past Registration Records in authorizing the Principal to search for and access to the records of that person from the Database. The Principal shall ensure that any written consent must have been given voluntarily by that person to the Principal for conducting the relevant search.
- 7.2 The Principal shall unconditionally provide the written consent obtained from the relevant data subject to the IA upon request and the Principal shall not use the information (including the personal data) obtained upon conducting the search at the Database for any purposes other than for considering the appointment or the proposed appointment of a person at its insurance intermediary, unless the Principal has obtained the IA's prior written consent.
- 7.3 The Past Registration Records contained in the Database is compiled based on the information transferred from SROs. The IA has not independently verified the information and will not be responsible for any error, inaccuracy, misstatement or omission in it. The IA reserves the right to omit or edit any information of the Database at any time at its absolute discretion without prior notice.

8. Suspension and Termination

- 8.1 If the User breaches any of its obligations under these Terms and Conditions, the IA may, in its sole discretion, suspend or terminate the User's access to and/or use of the System and/or the Database without giving any reason or prior notice. The IA may inform the User in writing of any such suspension or termination.
- 8.2 If the User's authorization as an authorized insurer or licence as a Licensed Insurance Intermediary is revoked by the IA for whatever reason, the IA may without prior notice restrict and/or terminate the User's access to and/or use of the System.
- 8.3 The IA may in its sole discretion terminate or suspend the availability of certain or all functions of the System and/or the Database at any time by giving notice in writing on the System or the IA's website.



9. Variation

- 9.1 The IA may modify these Terms and Conditions from time to time in its sole discretion without giving any reason and/or prior notice to the User. Any modification shall be available on the IA website at <https://iic.ia.org.hk>. If the User continues to use the System or the Principals continues to access the Database, it shall be deemed as the User's or Principal's acceptance of the revised Terms and Conditions.

10. Notices

- 10.1 Any notice to be given under these Terms and Conditions or in relation to the services or functions provided by the System and/or the Database, shall be in writing, such notice shall be served or issued:
- (a) By way of a written notice being posted on the home page of the User's account in the System where a pop-up window containing the notice will appear after the User has successfully logged in to its account in the System; or
 - (b) In the manner prescribed in section 127 of the IO.

11. Severability

- 11.1 If any of these Terms and Conditions are determined to be illegal, invalid or otherwise unenforceable, then to the extent of such illegality, invalidity or unenforceability, such terms or conditions shall be deleted and severed from these Terms and Conditions and the remaining terms and conditions shall remain in full force and effect.

12. Waiver

- 12.1 Any failure by the IA to exercise any of its rights or remedies under these Terms and Conditions shall not constitute a waiver of any such rights or remedies.

13. Applicable Law

- 13.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region. In the event of any dispute arising from or in connection with these Terms and Conditions, the parties shall irrevocably submit to the exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.



14. Non-replacement of legal requirements

- 14.1 These Terms and Conditions do not replace any laws, rules or regulatory requirements. Nothing in these Terms and Conditions will affect the rights of the IA to exercise any of its powers or perform any of its functions under the IO.

15. Language

- 15.1 If there is any inconsistency or conflict between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.