



# CODE OF PRACTICE FOR AGENTS

## APPENDIX D OF GIARR 2024

General Insurance Association of Singapore

[www.gia.org.sg](http://www.gia.org.sg)



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## **1 INTRODUCTION**

- 1.1 This Code shall form part of the General Insurance Agents' Registration Regulations ("GIARR").
- 1.2 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").
- 1.3 An Agent shall conduct an Agent's business with the utmost good faith and integrity.
- 1.4 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.
- 1.5 An Agent shall inform any policyholder who is not satisfied with the Agent's services or who wishes to file a complaint against the Agent that the policyholder may do so by writing to the Agent's Principal concerned.
- 1.6 This Code shall be observed and complied with by all Agents in addition to the provisions of GIARR as may be amended by Agents' Registration Board ("ARB") from time to time.
- 1.7 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.
- 1.8 This Code including subsequent amendments, alterations and additions shall be observed and complied with by all Agents, Nominee Agents and Trade Specific Agents (TSA). All provisions herein referring to an Agent shall include a reference to a Nominee Agent and TSA, unless the context otherwise requires.

## **2 GENERAL SALES PRINCIPLES**

- 2.1 An Agent shall:
  - a) 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;
  - b) identify himself as a general insurance agent registered with the ARB and 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;



- c) access the Agent Registration and CPD Management System (ARCM) on their portable electronic device to produce proof of their Agent's license upon request by a prospective policyholder;
- d) ensure as far as possible that the policy proposed is suitable to the needs and resources of the prospective policyholder;
- e) give advice only on those insurance matters in which the Agent is knowledgeable and shall seek or recommend specialist advice when necessary; and
- f) 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.

2.2 An Agent shall not:

- a) make inaccurate or unfair criticisms of any Member;
- b) 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;
- c) induce a prospective policyholder to make a misrepresentation of facts to the Agent's Principal;
- d) publish, print or provide misleading statements on marketing materials and websites which suggest that they are underwriting risks offered for insurance rather than distributing insurance products; and
- e) use concealed numbers when making outbound calls such as for marketing, servicing, claims or renewals.

### **3 EXPLANATION OF THE CONTRACT**

3.1 An Agent shall:

- a) identify the Agent's Principal offering the policy;
- b) 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;



- c) draw attention to all restrictions, exclusions and conditions applicable to the policy;
- d) if necessary, obtain from the Agent's Principal specialist advice in relation to items 3.1(b) and 3.1(c) above; and
- e) not impose any charge in addition to the premium required by the Agent's Principal, without disclosing the amount and purpose of such charge.

3.2 An Agent shall provide to customers information on costs, including:

- a) Payment Before Cover Warranty and its application to a customer's policy;
- b) Deadlines for paying their premiums, fees and charges; and
- c) Information on payment methods.

3.3 An Agent shall provide to customers an ongoing service to:

- a) Promptly answer customers' questions; and
- b) Provide help and advice to customers when needed.

3.4 An Agent will inform customers of the following rights and obligations:

- a) Obligations to be complied with when a contract is concluded and during its lifetime, as well as the legal consequences of non-compliance;
- b) Right to cancel:
  - i. The existence, duration and conditions relating to the right to cancel (including any free look period); and
  - ii. Any charges (if any) relating to the early cancellation or switching of a policy should be prominently disclosed;
- c) Right to claim benefits:
  - i. Conditions under which the policyholder can claim, the contact details and procedures to notify and make a claim; and



- ii. Information on the Policy Owners' Protection (PPF) Scheme in the case of an insurer not being able to meet its liabilities and any limitations on such a scheme;
- d) Right to complain:
- i. The insurer's complaints procedures; and
  - ii. The existence of an independent dispute resolution mechanism (FIDReC).

#### **4 DISCLOSURE OF UNDERWRITING INFORMATION**

- 4.1 An Agent shall, in obtaining underwriting information or the completion of the proposal form or any other material:
- a) 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
  - b) ensure that the consequences of non-disclosure and inaccuracies are pointed out to a prospective policyholder.

#### **5 ACCOUNTS AND FINANCIAL ASPECTS**

- 5.1 An Agent shall, if authorised to collect moneys in accordance with the terms of his agency appointment:
- a) keep a proper account of all financial transactions with a prospective policyholder which involve the transmission of money in respect of insurance policy;
  - b) 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
  - c) remit any money so collected in strict conformity with the terms and conditions of the Agent's agency appointment and the provisions of GIARR and APPR.

#### **6 DOCUMENTATION**

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



## **7 CLAIMS**

- 7.1 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 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.
- 7.2 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 authorised 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.

## **8 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.

## **9 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.

## **10 PREMIUM REFUND**

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



## **11 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.

## **12 SUB-AGENCY**

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

## **13 CONFLICTS OF INTEREST**

13.1 A conflict of interest is said to occur where an Agent, Nominee Agent or TSA has a personal interest that conflicts or might possibly conflict with his role to provide the best possible advice or service to a customer. This may occur as a result of agency relationship or agent's family or personal relationships with insurer. In circumstances where avoidance of such conflicts of interest may not be practicable, the insurer's Agent, Nominee Agent or TSA should disclose to the customer the conflict of interest arising from the relationship with the insurer, including any material information or facts that may compromise his objectivity, before insurance is arranged.

13.2 Similarly, where a Nominee Agent or a TSA has a personal interest that might conflict to his role of Agent to the Principal and in situations where such conflicts are not practicable, the agent shall disclose to the principal the said conflict of interest and such an obligation is an ongoing one.

## **14 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.