



Life Insurance/Family Takaful Agent Registration Handbook

2018

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A LIFE INSURANCE/FAMILY TAKAFUL AGENT REGISTRATION HANDBOOK

1. Short Title and Commencement

- 1.1 This Handbook may be cited as the **Life Insurance / Family Takaful Agent Registration Handbook** (hereinafter referred to as the '**Handbook**')
- 1.2 This Handbook shall come into force on **[TBC]**.

2. Application of this Handbook

- 2.1 This Handbook shall apply to Agents who does all or any of the following:-
 - a) solicits/procures or obtains a proposal for insurance or takaful on behalf of a life insurer or family takaful operator;
 - b) offers or assumes to act on behalf of a life insurer or family takaful operator negotiating a policy/certificate;
 - c) does any act on behalf of a life insurer or family takaful operator in relation to the issuance, renewal or continuance of a policy/certificate;
 - d) brokers and reinsurers/retakaful are excluded from this Handbook.

3. Definition and Interpretation

- 3.1. For the purpose of this Handbook, agents are classified into two (2) categories:-
 - a) Individual Agent or
 - b) Corporate Agent.

'Individual agent' means any contracted individual with a registered life insurer or family takaful operator.

'Corporate agent' means any company registered under the Companies Act, (Chapter 39) that is contracted with a registered life insurer or family takaful operator.

'Corporate nominee' means an individual who is authorized to solicit life insurance business or family takaful plans on behalf of the corporate agent.

'The Authority' refers to Autoriti Monetari Brunei Darussalam (AMBD).

'Certificate of Registration' means a Membership certificate with Agent Identification Number issued by BITA to licensed agents.

'Commission' means an amount expressed as a percentage of premium, agreed to be paid by an insurer to an insurance agent.

'Wakalah fees' means an amount expressed as a percentage of contribution, agreed to be paid by a takaful operator to a takaful agent.

'Life insurance Business' means as per defined under the Insurance Order 2006.

'Family takaful Business' means as per defined under the Takaful Order 2008.

'BITA' means Brunei Insurance and Takaful Association.

'License' refers to the License to Carry out Life insurance Agent Business and/or License to Carry out Family takaful Agent Business, issued by AMBD.

'Member' means Life Insurance Company or Family Takaful Operator registered under Insurance Order 2006 and Takaful Order 2008 respectively.

'Registrar' means a person or body of persons appointed by the Authority to handle registration of life insurance agents and family takaful agents.

'Principal' refers to the life insurer or family takaful operator that an agent represents.

- 3.2. Any reference hereinafter to this 'Handbook' shall include any and all variations, additions and amendments made thereto from time to time by majority of the Members subject to approval from the Authority.

4. Person Disqualified from being an Agent

- 4.1. Any person is not allowed to act as an Agent under the following situations:-
- a) is found to be of unsound mind;
 - b) has been convicted of any criminal offence including that involving criminal misappropriation, criminal breach of trust, cheating or forgery or abatement of or attempt to commit any such offence;
 - c) has been convicted of an offence or held to have committed an act involving fraud, dishonesty or misrepresentation (against any Member or against any person having official dealings with such Member);
 - d) bankrupt, or any step or petition is taken by any person to declare him a bankrupt or as a case may be, for the dissolution or winding up or a receiver or a judicial manager be appointed over the assets and undertakings of the agent;
 - e) have misappropriated premium/contribution or otherwise committed inappropriate acts whilst dealing in life insurance and/or family takaful business; or
 - f) has had his Certificate of Registration and/or License cancelled.

5. Minimum Requirements for an Agent (hereinafter referred to as "Minimum Requirements")

- 5.1 An individual agent and corporate agent shall comply with the following minimum requirements before he/she can be registered.
- 5.2 An agent is allowed to represent only one (1) Principal. However, if the principal holding company has a family takaful licensed entity and life insurance licensed entity, the agent may represent both entities.
- 5.3 Every person applying for registration to the Authority shall, in addition to the requirements and/or stipulations mentioned in this Handbook, comply with the Minimum Requirements as mentioned below:-

5.3.1 Individual Agent

- a) 'Individual agent' must fulfill the following criteria:
 - i. must be a Brunei citizen or permanent resident;
 - ii. foreign spouse of citizen or permanent resident of Brunei with valid permit document for working in the country;
 - iii. at least of 21 years of age;
 - iv. must possess at least 2 GCE 'O' level or at least 3 years working experience; and
 - v. must pass certification as required by the Authority.
- b) currently not representing any other Life Insurance Company or Family Takaful Operator; (but may represent General Insurance Company and/or General Takaful Operator provided the requirements under the General Insurance/Takaful Agent Handbook and Guidelines are observed).

5.3.2 Corporate Agent

- a) must be a registered company in Negara Brunei Darussalam;
- b) must not be a company in respect of which an application or petition for winding up, appointment of judicial manager or appointment of receiver has been filed in Court and is pending; and
- c) currently not representing any other Life Insurance Company or Family Takaful Operator; (but may represent General Insurance Company and/or General Takaful Operator provided the requirements under the General Insurance/Takaful Agent Handbook and Guidelines are observed).

6. Code of Conduct for Life Insurance and Family Takaful Agents

This code applies to Life Insurance and Family Takaful business but does not apply to reinsurance business. The Principal undertake to enforce this code and to use their endeavors to ensure that all agents involved in selling, soliciting and servicing Life Insurance and Family Takaful business observe the code of conduct.

6.1 An agent shall:

- a) conduct business with utmost good faith, high level of professionalism and integrity;
- b) place the interests of his prospects/clients before his/her own;
- c) make full and accurate disclosure of all facts necessary in order for his/her prospects/clients to make sound decisions;
- d) continue to provide reliable after sales service to his/her clients/participants/beneficiaries;
- e) observe and be in compliance with all laws and regulations as well as obey the corporate guidelines which he/she operates in;
- f) hold information in the strictest confidence which he/she obtained from his/her prospect/clients in the course of doing business; and
- g) exercise due diligence when using or participating in social media especially so when acting in his/her professional capacity as an agent.

6.2 An agent shall not:-

- a) Manipulate, make any false or misleading statement/representation regarding the terms and provisions of the contract/product being sold/offered;
- b) Rebate or attempt to rebate, directly or indirectly, in part or in full of the premium/contribution or provide any consideration/inducement to purchase/participate a policy/certificate;
- c) Facilitate or induce any prospects/clients to terminate or partially withdraw any fund including in the form of a loan for the purpose of replacing it with another policy/certificate/contract in a way which would act against the best interests of the policyholders/participants; and
- d) Practice the passing of business by selling/offering on behalf of another agent or obtain business by getting others to sell for him/her.

7. Disclosure and Restriction of Other Interest

7.1 An agent shall not be an employer or a director or a shareholder or debenture holder in or have any interest in any other company or firm which is formed for the purpose of transacting or is in fact engaged in transacting any form of life insurance and family takaful business including life insurance and takaful broking and/or loss adjusting without the prior written approval of the Authority.

7.2 A corporate agent shall not employ someone whilst he/she is an employee or a director of or a shareholder or debenture holder in or has any interest in another corporate agent. An employee or a director of or a shareholder or debenture holder in or person who has any interest in any other company or firm which is formed for the purpose of transacting any form of life insurance and family takaful business, shall not be registered as an agent or be a director of or a shareholder or debenture holder in or have any interest in a corporate agent.

8. Training

8.1 Prior to being contracted, all candidates are required to attend in-house mandatory training with examination conducted by the respective Principal.

8.2 It is the duty of the Principal to ensure sufficient training for its agents to raise the standard of competency and professionalism of the life insurance and family takaful agency force.

8.3 Members to conduct product training and exam to agents before selling.

8.4 Must pass certification as required by the Authority.

9. Agent Registrar

9.1. For the purpose of administration of the Handbook, the Authority shall appoint BITA as the Registrar.

9.2 The Registrar shall maintain a Register (hereinafter referred to as 'the Register') to be kept, containing the name, address and such other particulars as may be prescribed by the Registrar of all agents registered pursuant to the Handbook.

9.3 The Registrar shall be responsible for the maintenance and custody of the Register.

- 9.4 The Registrar shall also perform such other duties as may be assigned by the Authority from time to time.
- 9.5 BITA will maintain a register of blacklisted agents. No Members shall appoint any blacklisted persons as staff or agent.

10. Application for Registration as an Agent under this Handbook

- 10.1 Any person who wishes to be registered as an agent shall apply through the Member to AMBD for the issuance of license. Due diligence must be performed by the Member before the submission. Please refer to Appendix A for the process.
- 10.2 An application for registration shall be made through BITA in the specified form and shall be accompanied by such documents and payment of the fee as may be required or prescribed by the BITA from time to time. Please refer to Appendix B for details.
- 10.3 BITA to ensure the candidate is not currently a contracted agent and not an individual under the blacklist.
- 10.4 A person shall not engage in soliciting/procuring and obtaining any life insurance or family takaful business until he/she has been issued a License by the Authority and has entered into an agency agreement with a Member.

11. Corporate Nominee

- 11.1 The appointment of a corporate nominee or nominees by a corporate agent shall be subject to the approval of the Registrar. A corporate agent shall satisfy the Registrar that the person intended to be appointed as a corporate nominee or nominees has at least fulfil the Minimum Requirements for an agent as stated in Clause 5. A corporate nominee can also be a foreigner holding a senior management position with a valid work permit or employment pass issued by the Labour Department, Ministry of Home Affairs, Brunei Darussalam.
- 11.2 All the clauses contained in this Handbook relating to the conduct, function and restrictions on individual agent shall apply equally to corporate nominee.
- 11.3 The corporate nominee must be a full time employee of the corporate agent.

12. Enforcement of the Handbook by the Registrar

- 12.1 The Authority is responsible for registering, licensing and regulating agents.
- 12.2 The Member shall be responsible for the training of their agent to equip them with proper knowledge and competency.
- 12.3 Until such time when an external training and exam is required in accordance to section 48(2) of the Insurance Order, 2006 and section 49(2) of the Takaful Order, 2008, the Authority appoints BITA to administer examinations for a person who wishes to apply for registration as a life insurance or family takaful agent.

13. License and Renewal for Certificate of Registration with Agent Identification Number

- 13.1 Where a person has been registered in the Register, the Registrar will issue a Certificate of Registration with an agent Identification number (is this referred to as 'identification documents').
- 13.2 If the agent ceases to represent the Member to which he is an authorized agent, the Member will notify the Registrar and the Authority on a monthly basis within thirty (30) days from the date the agent agreement ceases.
- 13.3 Upon the application and payment as aforesaid, the Registrar shall, if satisfied that an agent has a continuing agent agreement with the Principal, issue a renewal Certificate of Registration.
- 13.4 A renewal Certificate of Registration shall be valid (unless cancelled earlier) for a period of twelve (12) months.

14. Presumption as to the Register

- 14.1. The entry of a person name on the Register shall be prima facie evidence that the person described therein is duly registered by the Registrar to solicit/procure in life insurance and family takaful business for the Principal which he represents.
- 14.2 The absence of any person's name from the Register shall be prima facie evidence that the person is not licensed to solicit/procure in life insurance and family takaful business under the Handbook for any Member.

15. Notification of Changes

- 15.1 The Member will be responsible to maintain the updated information of the agents. The updated information shall be provided to the Registrar upon renewal. Unless in the event of material changes such as name and IC, notification will be made to the Registrar within thirty (30) days upon the information made available to the Member.
- 15.2 If an agent ceases to be with the Member, the Member will notify AMBD and BITA the following month accordingly.

16. Correction or Alteration of the Register

- 16.1 The Registrar shall, from time to time amend, from the Register any particulars which come to his knowledge regarding such agent.
- 16.2 The Registrar may remove from the Register the name of an agent who is deceased.
- 16.3 The Registrar to record in the Register any status of suspension, cancellation or refusal of any agent pursuant to clause 17 below.
- 16.4 The Registrar may cause to be published in any manner as it reasonably deems fit any action taken pursuant to clause 16.3 above.
- 16.5 The Registrar shall duly inform the Authority of such changes in writing not later than thirty (30) days from the day of notification.

17. Cancellation or Suspension of Certificate of Registration or Refusal to Register by the Registrar

- 17.1 If any person applying for registration or already registered in the Register does not comply with the clause 4 of this Handbook, his registration shall be refused or be liable to be cancelled without notice whereupon the Registrar shall forthwith initiate steps to terminate his contract with the Principal and a notice issued by the Registrar to the Principal in this respect shall be binding on such Principal.

The Registrar may reject or cancel a Certificate of Registration and direct the removal from the Register of the name of any person registered if it comes to the knowledge of the Registrar that:

- a) the person has obtained registration by a fraudulent or incorrect statement; or
 - b) there is no subsisting contract agreement with any life insurance company or family takaful operator he purports to represent.
- 17.2 His Certificate of Registration may be rejected, suspended or cancelled as the Registrar deems fit whereupon the Registrar shall forthwith serve a notice of suspension or cancellation pursuant to clause 17.3 below to an agent and Principal he represents.
- 17.3 Where the Registrar intends to reject, suspend or cancel the Certificate of Registration of any person and to remove his name from the Register, the Registrar shall give seven (7) working days prior notice to the person concerned to appear before the Registrar to give any evidence or explanation as the Registrar deems fit.

Provided that if the person concerned does not appear for the hearing without a reason acceptable to the Registrar, the Registrar may without hearing forthwith reject, cancel the agent's Certificate of Registration and remove the name from the Register.

- 17.4 The Registrar shall without delay notify the Authority and the Principal.
- 17.5 The Registrar may order suspension of the Certificate of Registration of an agent whose conduct is under investigation by the Authority or the Registrar and may lift the suspension upon such terms as the Registrar shall deem fit.
- 17.6 Any person whose Certificate of Registration has been cancelled or suspended and subsequently reinstated, the Registrar may direct that the suspension be lifted from the register and the name of that person be re-entered in the register upon paying such fee as may be prescribed.

18 Payment of Premium/Contribution

- 18.1 All agents who collects money on behalf of Principal shall remit such money to the Principal within seven (7) days from the date of receipt thereof.

19 Commissions/Wakalah Fees

- 19.1 Commission/Wakalah Fee allowed to an agent shall be as per respective Principal's agreement.

- 19.2 No Commission/Wakalah Fee of whatsoever nature shall be paid by or given by any Member to any person who is not an agent registered by the Authority and the Registrar, whether directly or indirectly, for procuring, selling, transacting, dealing or negotiating any life insurance or family takaful business for or on behalf of or for benefit of that Member.

20 Contravention of Handbook by an Agent

- 20.1 An agent who acts in contravention of or has not complied with any of the clauses in these Handbook shall have or be deemed to have committed an offence and his Certificate of Registration and License shall be liable to be cancelled.
- 20.2 Where the Registrar has reason to believe that an agent has acted in contravention of this Handbook, the Registrar may issue orders to an agent concerned requiring the presentation of written statements, any material or information used by him in the course of soliciting for life insurance or family takaful business.
- 20.3 For the purpose of this Handbook, an agent shall be deemed to have failed to comply with an order of the Registrar if he fails to comply or act with it within thirty (30) days after receipt of a written notice from the Registrar.

21 Inquiries into Complaints

- 21.1 If BITA receives a complaint from the public on an agent, BITA will direct the complaint to the Member to investigate with a copy to AMBD. The Member will inform BITA of the findings within thirty (30) days. Upon receiving a response from the Member, BITA will reply to the complainant. Complaints can be in the form of written complaints directly received by BITA or indirectly through media or any other forum.
- 21.2 Any misconduct by the agent will be seriously dealt with by the Member. If the agent is found guilty of misappropriation than the agent will be blacklisted.
- 21.3 In the event, the Member does not provide a formal written response to BITA two (2) months from the complaint, BITA will escalate the matter to AMBD for further action.

22 Exemption from Liability

- 22.1 Any person nominated, employed or appointed in connection with the administration, implementation and enforcement of the Handbook shall not be responsible for any act or omission of any agent on its Register.
- 22.2 No suit or other legal proceedings shall lie against the Registrar or any person nominated, employed or appointed in connection with the administration, implementation and enforcement of the Handbook for any act done in good faith in the performance or intended performance of any duty, or in the exercise of any power herein, or for any neglect or default in the performance or exercise in good faith of such duty or power.
- 22.3 Any person nominated, employed or appointed in connection with the administration, implementation and enforcement of the Handbook shall not be liable to any action for defamation at the suite or any person in respect of any statement made in the course of or in discharge of its or his function or duty whether the statements are made orally or in writing.

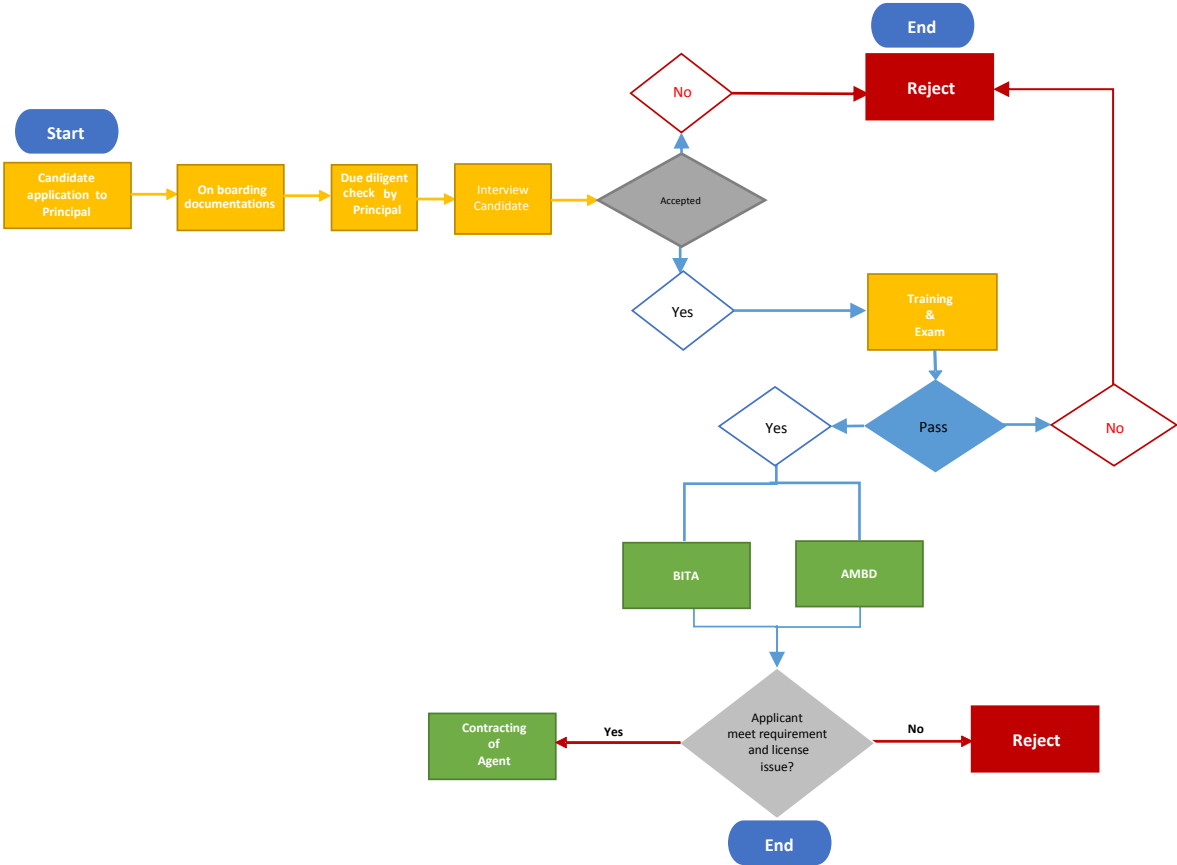
23. Miscellaneous

- 23.1 All notices or other communication shall be in writing, and shall be addressed to the last known address of the addressee. Unless otherwise specified herein, all notices or any other communication to or upon any part shall be deemed to have been given in the case of notices by hand. In the case of notices by acknowledge receipt letter, seven (7) working days after the same is sent by registered post.
- 23.2 In this Handbook, unless the context otherwise requires, words importing the masculine gender shall include the feminine and words in the singular shall include the plural.

24. Registration Fee and Annual Fee for AMBD

- 24.1 Applicants that have been approved for registration as an agent are subject to the following fees which shall be made payable to the Authority:
- 24.1.1 One-time Registration fee:
 - (a) corporate agent = BND2,000;
 - (b) individual agent = BND300;
 - 24.1.2 Annual license fee:
 - (a) corporate agent = BND1,000;
 - (b) individual agent = BND200.
- 24.2 Thereafter, the above annual license fee shall be made payable to the Authority upon renewal.
- 24.3 Where the registration of a life insurance/family takaful agent is effective from any date other than the 1st day of January, the annual license fee for that particular year will be pro-rated.

PRE CONTRACT LICENSING FOR LIFE/FAMILY TAKAFUL AGENT

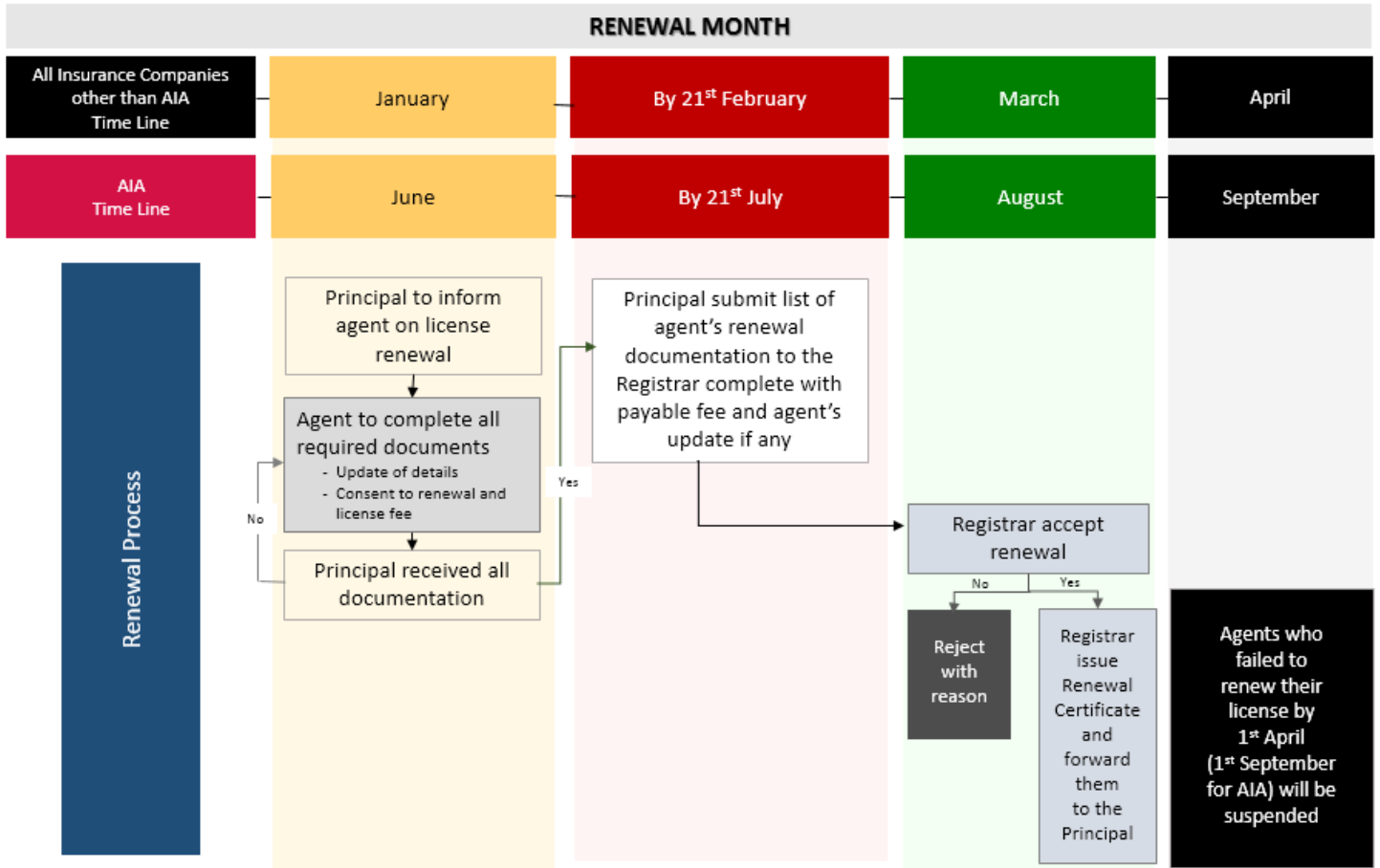


**RENEWAL OF CERTIFICATE OF REGISTRATION & LICENSE FOR LIFE
INSURANCE/FAMILY TAKAFUL AGENT**

RENEWAL DATE FOR ALL INSURANCE COMPANIES OTHER THAN AIA
EVERY 1ST APRIL

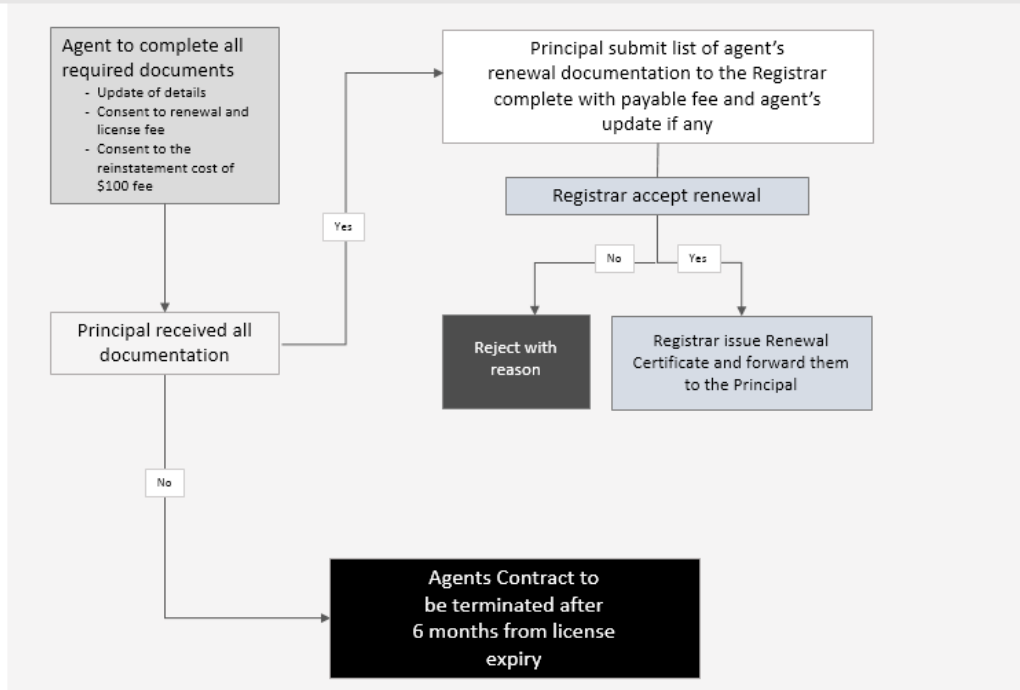
RENEWAL DATE FOR AIA
EVERY 1ST SEPTEMBER

WORK PROCESS FOR RENEWAL OF AGENTS LICENSE



REINSTATEMENT OF CERTIFICATE OF REGISTRATION & LICENSE FOR LIFE INSURANCE/FAMILY TAKAFUL AGENT

WORK PROCESS FOR REINSTATEMENT OF AGENTS LICENSE



APPENDIX B**FEES STRUCTURES PAYABLE TO BITA**

1. The Registration and Renewal fee charges for the Certificate of Registration is payable to BITA on an annual basis and are shown in the table below. Registration fees are refundable only if unsuccessful.
2. Where the registration of a life insurance/family takaful agent is effective from any date other than the 1st day of April (1st September for AIA), the annual Certificate of Registration fee for that particular year will be pro-rated.

Item	Particular	Fee
a.	PROCESSING FEE (non-refundable)	\$25.00 per application form
b.	ANNUAL FEES (for Certificate of Registration):	
1.	Individual agents	\$75.00
2.	Corporate agents -	\$150.00
i.	First three nominee	Free
ii.	Additional nominee (follow individual agent scale)	\$75.00
c.	OTHER CHARGES:	
i.	Amendments (change in name, etc.)	\$50.00
ii.	Replacement of lost Certificate	\$50.00 each
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-		
iii.	Reinstatement fee	\$100.00

3. Fees and other charges are subject to change as and when required.