

# Business Protocols



JARDINE LLOYD THOMPSON SDN BHD (16674-K)

**Jardine Lloyd Thompson Sdn Bhd (16674K)**

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## Business Protocols

### INTRODUCTION AND SCOPE

**Jardine Lloyd Thompson Sdn Bhd** (hereinafter referred to as JLT), whose principal place of business is **Level 42-01A (West Wing), Q Sentral, 2A Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur, Malaysia** is an insurance broker registered in Malaysia.

Our intention in issuing these Business Protocols is to establish clearly and concisely with you the basis on and extent to which we will provide you with placing and claims services in relation to insurance which we arrange on your behalf, unless there is a more specific agreement in writing between us. This document also highlights certain important insurance practices and procedures that apply when arranging insurance, and provides you with more general information on our services.

We urge you to read this document carefully, and use the information to decide if our services are right for you, particularly the sections entitled ***Placing Services, Claims Services and The Receiving and Holding of Client Money***, as it sets out the basis on which we will act as your agent in relation to each insurance policy which we arrange on your behalf and how we hold client money. We would also urge you to read the section entitled Limitation of Liability as it details JLT's limitation of liability to you in respect of all policies/services we arrange on your behalf.

If you do not wish our relationship to be governed in such a manner, you need to advise us in writing before we proceed to arrange the insurance or proceed with the services.

### MANAGEMENT AND SERVICE STANDARDS

#### **Quality & Standard of Service**

In providing you with insurance placing and claims-related services described in this document, we will advise you in a professional and expeditious manner in accordance with your instructions.

#### **Managing Your Requirements**

We will assign one or more personnel to take responsibility for the provision of the insurance placing and claims-related services, which are described in this document. Such person(s) will be your primary point(s) of contact in relation to insurance that we arrange on your behalf and will ensure, in so far as is reasonably possible, continuity of and accountability for the services, which we provide. The assigned person(s) will be supported by other employees to assist in the provision of the services and to provide cover when required.

## 1. PLACING SERVICES

### a. Establishing Your Demands and Needs

In good time before negotiations with Insurers commence, we will establish a proper understanding of your insurance requirements.

We will assist, where necessary, in the gathering and collating of material risk information and in its preparation for submission to Insurers who we consider to be appropriate.

In this regard, we would draw your attention to the sections of this document entitled ***Duty of Disclosure*** and ***Selection and Solvency of Insurers***.

### b. Quoting and Placing

We will seek indications from Insurers for insurance and coverage which are, in our opinion, appropriate in terms of both price and coverage offered and will advise you of the terms indicated by the Insurers in such a manner as to enable you to make an informed decision on which insurance, if any, to purchase.

We will take diligent and timely steps to implement your instructions. If we are unable to complete your instructions, we will bring this to your immediate attention.

### c. Documentation

We will advise you of completion of the insurance arrangements by email, facsimile, letter, or other agreed means of communication. We will then arrange for appropriate documentation to be forwarded to you, which will provide you with formal confirmation or evidence of the insurance and the amount of premium payable. We advise you to check this documentation when you receive it.

### d. Cover Note or Summary of Cover

A Cover Note or Summary of Cover will provide an outline of the main terms of the insurance and identifies the Insurers and, where applicable, their individual participation. You should check the document and satisfy yourself that it is in accordance with your understanding and instructions. Any variance should be advised to us immediately, quoting the reference of the Cover Note or Summary of Cover in all correspondence.

Where a Certificate, Insurance Policy or other evidence or confirmation of insurance is issued promptly after completion of the

insurance arrangements, we will not issue a Cover Note or Summary of Insurance unless one is specifically requested by you.

### e. Premium Debit Note

A Premium Debit Note will indicate the gross premium charged by Insurers for the insurance, any deductions allowed to you and the net amount of premium payable to us.

Where Insurers require premium to be paid directly to them, this will normally be indicated on the Premium Debit Note. You must abide by payment terms which are communicated to you by us.

### f. Insurance Policy or Certificate

We will seek to obtain and, subject to any lien which we may be legally entitled to exercise, deliver to you, as soon as practicable, any Insurance Policy or Certificate which may be required in relation to the insurance. An Insurance Policy or Certificate will set out comprehensively the terms of the insurance and replaces any earlier evidence of cover.

### g. Amendments

If you require any changes to the terms of the insurance, you should advise us in writing at the earliest opportunity, specifying the required change(s) and enclosing any relevant supporting information.

As noted under the section of this document entitled *Duty of Disclosure*, the duty to disclose material information resurrects itself when amendments to the insurance are proposed. We will then seek the agreement from the Insurers and advise you in writing when the amendment has been effected together with any terms or conditions attaching to the amendment.

Thereafter, an Addendum to the Cover Note or Summary of Cover, or Endorsement to the Insurance Policy or Certificate, will be issued to you together with a Debit Note or Credit Note indicating respectively, any additional or return premium due.

In the event of any inability to effect the required amendment, we will bring this to your immediate attention.

### h. Electronic Delivery

Unless you advise us to the contrary, we will strive to issue all of the foregoing Documentation in sections d. to h. above, in electronic/e-mail delivery.

**i. Use of Sub-Agents / Overseas Support**

Where we consider it appropriate and to your benefit, we may request or recommend the use of other local or specialist insurance brokers or intermediaries to act as our sub-agent to assist us in the placement or servicing of the insurance.

**j. Fee Agreements**

While acting as your agent and representing your interest in respect of placing risks/carrying out the Services, we may, from time to time, have in place pre-existing, and may renew from time to time, service fee agreements with some or all of the Insurers with whom we place your business.

**2. PREMIUMS**

**a. Taxes, Duties & Other Charges**

You are also responsible for any tax, duty or other charges which are payable in addition to the insurance premium and which are required to be remitted to the appropriate authority by Insurers, or which are allowed by Insurers to be deducted from the premium payable. Any such tax, duty or other charges will be indicated on the Premium Debit Note. If a tax, duty or other charge is allowed to be deducted by you from the premium payable, it is your responsibility to ensure that it is remitted to the appropriate authority.

**b. Payment Terms**

Premium must be paid upon presentation of our Debit Note or within the timeframe stipulated on the Debit Note. Failure to pay on time may result in the automatic termination of the insurance. We will advise you of any other special premium payment condition or warranty.

**c. Methods of Payment**

Unless otherwise agreed, all payments are to be made in the same currency as shown in our Debit Note. Our preferred method of payment is by cheque, or you may pay us by telegraphic transfer.

• **Cheques/Bankers Drafts**

Payments by cheques or bankers drafts are to be made payable to **Jardine Lloyd Thompson Sdn Bhd** unless otherwise advised.

• **Telegraphic transfer**

Payments should be made by telegraphic transfer to our appropriate Bank Account together with a remittance advice transmitted promptly to our Finance Department showing our transaction number and the amount being paid for

each item. This will enable us to identify, upon receipt of a premium payment, the Insurers to which we are to remit funds.

Details of our Bank Accounts will be provided on request.

**3. DUTY OF DISCLOSURE**

You must be aware of your duty of disclosure in relation to insurance and the severe consequences of its breach.

The duty of disclosure is a duty to pass on to Insurers all material information relating to the risk under consideration. "Material" in this context refers to all information, which a prudent insurer (not necessarily the insurer in question) would wish to take account of when considering whether or not to accept the risk and, if so, upon what terms and at what price. Material information does not necessarily have to actually increase the risk.

The duty of disclosure continues up until the insurance has been concluded and resurrects in the event of any amendment to the risk during the policy period. It may also be that the terms of the policy include specific continuing conditions or warranties on disclosure, which effectively extend the duty of disclosure post-inception of the insurance.

In completing a proposal or claim form or any other material document relating to an insurance contract and in providing information to Insurers, the accuracy and completeness of all answers and statements is the responsibility of the Insured. It is of paramount importance that all relevant information is provided and that it is accurate.

In the event that there is a breach of the duty of disclosure, Insurers have the right to avoid the insurance contract from its commencement. Under such circumstances, the Insurers would be entitled to seek recovery of any claims already paid by them under the insurance contract. However, the Insurers would generally be obliged to return premium paid, in the absence of dishonest conduct.

Depending on the laws of the country applicable to the insurance contract, the duty of disclosure and the consequences of its breach may vary, to a limited degree, from the foregoing.

If you are in any doubt as to the scope of the duty of disclosure or whether a piece of information ought to be disclosed, please do not hesitate to contact us.

**4. REMUNERATION AND OTHER INCOME**

Our principal remuneration for bringing about or arranging the insurance will be either by way of brokerage commission, being a proportion of the

premium paid, which is allowed to us by Insurers for introducing the insurance to them, or a specific fee agreed with you. In the case of a brokerage commission based method of remuneration (i.e. non-fee based), your agreement for JLT to proceed with any insurance transaction shall constitute your consent to JLT's receipt of that brokerage commission. If JLT has received your business via a Third Party Introducer, then, where applicable, JLT will/may share commission with the Third Party Introducer.

The amount of brokerage commission may vary depending on the class of the policy in question and the nature and size of the programme. In line with JLT's policy of openness and transparency, we will, when requested, fully disclose the amount of brokerage commission earned.

Whilst our basis of remuneration encompasses both *Placing Services* and *Claims Services*, we reserve the right to charge a separate claims-related service fee, to be mutually agreed, for handling and negotiating large, complex and protracted claims.

Brokerage commissions and fees for bringing about or arranging the insurance are considered fully-earned when the insurance incepts, irrespective of when the premium for the insurance is payable to the Insurers, and are not refundable in the event of cancellation or early termination of the insurance.

In addition to the above, we and/or other members of the Jardine Lloyd Thompson Group may receive additional income from the following sources:

- interest earned on insurance monies passing through our bank accounts;
- expense allowances or commissions from Insurers for managing and administering certain covers, and other similar facilities, including claims which may arise thereunder;
- profit commissions or profit shares paid by Insurers on specific facilities and arrangements for certain classes of business and, additionally, market service fees which may be paid by Insurers with reference to the overall business between such Insurers and JLT in recognition of administrative services performed by us;
- administrative service fees which may be paid for certain specific services we provide to Insurers as part of the placing or claims process;

- risk management or similar service fees.

In line with our policy of openness and transparency, we will, when requested, endeavor to calculate and disclose the amount or a reasonable estimate of any additional income, which we may receive from the above, and any other sources in relation to insurance we arrange.

We may also act as reinsurance broker to arrange facultative or treaty reinsurance for Insurers with whom we have placed your insurances and we receive additional remuneration by way of commission or administrative fee for services so provided.

These reinsurance placements are separate and distinct contracts where we act as the agent of the Insurers concerned.

## 5. THE RECEIVING AND HOLDING OF CLIENT MONEY (where permitted by law)

### a. Interest on Client Money

We will retain, for our own use, any interest and investment returns we earn on funds passing through our accounts. Such funds can include claims.

### b. Payment to Third Parties

We may transfer client money to another person (broker or settlement agent) for the purpose of effecting a transaction on your behalf. This may include persons outside Malaysia.

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

## 6. SELECTION AND SOLVENCY OF INSURERS

Our selection of insurer(s) is generally based on our knowledge and experience of the relevant market sector and the financial standing of the insurer(s).

We use our best endeavours to monitor using publicly available information, the financial standing of insurers and to use only insurers who have a satisfactory financial status. The financial standing or condition of any Insurer(s) can, of course, change after the insurance has incepted.

We accept no responsibility for the financial standing or financial performance of any insurer and will not be responsible in any circumstances in the event that they are unable for whatever reason to meet their obligations to you.

## 7. CONFIDENTIALITY

### a. Confidentiality and security of information

Any information which you provide to us will not be used or intentionally disclosed by us except in the normal course of negotiating, maintaining or renewing the insurance, or for handling any claims thereunder, unless;

- (i) we have obtained the necessary consent from you;
- (ii) we are required to disclose the information by a court of competent jurisdiction or governmental or regulatory body having the requisite authority over us; or
- (iii) the information is already in the public domain or has been received by us from a third party not under any duty of confidentiality.

We will take appropriate steps to maintain the security of your confidential documents and information, which are in our possession and will comply with any applicable local regulations.

Under the Personal Data Protection Act 2010, you may have right of access to the information we hold about you, or to have inaccurate information corrected. To make a request, please contact us in writing at:

*Dedi Syaripuddin*  
*Chief Executive Officer*  
*Level 42-01A (West Wing), Q Sentral,*  
*2A Jalan Stesen Sentral 2,*  
*Kuala Lumpur Sentral,*  
*50470 Kuala Lumpur, Malaysia.*  
*Tel: 603 2723 3388*  
*Fax: 603 2723 3399*  
*Email: [PDPA\\_JLTM@jltasia.com](mailto:PDPA_JLTM@jltasia.com)*

You agree that we may process, disclose or use any information we hold about you in a location in Malaysia or outside Malaysia in order to provide our services to you.

If you disclose personal data or sensitive personal data of your employees and/or their family members, you will obtain the necessary consents so that any data you provide us can be lawfully processed by us for the purposes anticipated in this notice.

We may hold documents on your behalf in electronic or digitised format. If you wish us to destroy or expunge such documents, we are not able to destroy the copies of such documents which are held in our hard drives or in any other system where such data is

stored only for the purposes of disaster recovery.

### Changes to this Privacy Statement

JLT will keep this privacy statement under regular review.

This notice was updated: 12 February 2014.

### b. Personal information

#### (i) Purpose of Collection

During the normal course of business as described in a. above, we may use your or your employees' (collectively stated as "your") personal information for the following purposes: (a) to process your application; (b) to administer and process insurance policies, insurance claims and medical claims, security and underwriting checks; (c) to process payment instructions; (d) to verify your eligibility for insurance, financial or wealth management products and services; (e) to evaluate your financial needs; (f) to design and provide you with insurance, financial and related services and products; (g) to conduct identity and/or credit checks and/or debt collection; (h) to communicate with you; (i) to provide you with promotional materials relating to insurance or financial services or related wealth management products arranged by JLT, and those of other entities whose ultimate parent company is JLT Group Plc ("**companies within the JLT Group**") or partnering insurance companies or financial institutions; (j) to perform a policy review or needs analysis; (k) to conduct research and statistical analysis; (l) to comply with the laws of any applicable jurisdiction or to meet disclosure requirements imposed by law or regulatory authorities; (m) to match any information/data held which relates to you from time to time for any of the purposes listed herein; (n) to carry out other services in connection with the operation of JLT's business; and (o) for other purposes directly relating to any of the above.

You must procure the authorisations and consents of all your employees required for the performance of this contract, including authorisation to collect, keep, treat and export their personal data.

#### (ii) Classes of Transferees

We may disclose the personal information to third parties (within or outside Malaysia) for the purposes outlined in paragraph (i) ("Purpose of Collection"), including, without limitation, the following third parties: (a) insurance and re-insurance companies; (b) insurance brokers and agents; (c) companies within the JLT Group, (d) claims investigation companies; (e) third party administrators; (f) third party service providers (including, without limitation, bankers, lawyers,

healthcare providers, accountants, and other third party service providers who provide administrative, telecommunications, computer, payment, printing, redemption or other services to us to enable us to operate our business); (g) industry associations and federations; (h) medical bill review companies; (i) professional advisers; (j) researchers; (k) credit reference agencies; (l) debt collection agencies; (m) partnering financial institutions; (n) regulators and government agencies; (o) law enforcement agencies; and (p) the courts.

*(For the Bahasa Malaysia version, please refer to page 10 of this Business Protocol)*

## 8. CLAIMS SERVICES

### a. Claims Service Period & Scope

We will provide you with the claims-related services described in this section in relation to any insurance we arrange for you only to the extent that you wish to receive any of them and until such time as our appointment to act as agent or sub-agent in relation to the insurance or any subsequent renewal of the insurance is terminated or not maintained.

Thereafter, and without any obligation on our part to do so, if we are not willing to provide you with any (further) claims-related services in connection with the insurance, you agree to promptly and diligently assume responsibility for handling any and all claims matters relating to the insurance and, where necessary, to use your best endeavours to secure the services of another insurance intermediary to assist you in such matters.

Please note that, unless we have agreed otherwise with you in writing, the remuneration we earn by way of brokerage, commission or fee should be considered as being only for the provision of the services described in the sections of this document entitled *Placing Services* and *Claims Services* and we reserve the right to charge a separate claims-related service fee, to be mutually agreed, for handling and negotiating large, complex and protracted claims.

### b. Notification and Assessment

You must notify us or Insurers (if the policy provides for direct Insurer notification) of any incidents, which may give rise to a claim, without delay.

Where third parties are involved, you must not compromise the claim or admit liability until you have obtained written consent from Insurers to do so. You must comply with the terms of the insurance contract relating to the

reporting and handling of claims as failure to do so may lead to your claim not being paid.

Upon our receipt of a claim notice from you, we will undertake an assessment of that claim. If we consider that notice of the claim is not required or, if the notification appears deficient in any way, we will promptly explain to you the position and seek your further instructions.

Subject to the preceding paragraph, we will notify the participating Insurers of the claim in a timely fashion and, where applicable, confirm to you in writing when such notification has been made. We will then promptly communicate to you any information, comments or advices, received from the Insurers, in relation to the claim notices.

### c. Negotiation & Settlement

We will diligently pursue the settlement and, where applicable, the collection, of any claim under the insurance and seek to secure as full a recovery as we are able to and as we believe is reasonable within the terms, conditions and limitations of the insurance. We will not compromise the amount of any claim settlement without your prior approval. Where applicable, we will provide you with written confirmation of the acceptance of the claim and the amount of settlement agreed by the Insurers.

### d. Maintenance of Records

During the period of our appointment, we will make, maintain and keep a record of all material particulars relating to our arrangement and/or administration of the insurance, including the notification, processing and resolution of any claims under the insurance for which we provide claims-related services.

Such records may be kept in paper-based, electronic or any other medium we consider appropriate, provided that they are either in a legible form or capable of being reproduced in a legible form.

Subject to any lien which we may be legally entitled to exercise, we will reproduce and forward to you or to any other party you request, copies of the documents and records to which you, as our client, are legally entitled, but we reserve the right to charge you for the reasonable costs of reproduction and forwarding and to retain copies for our own internal requirements.

## 9. CONFLICTS OF INTERESTS

In performing our services, situations may arise where we have conflicting interests. As such, we wish to highlight our normal procedures in relation thereto.

Where the conflict arises in providing the limited services to Insurers as described elsewhere in this document, we will refrain from performing any further services of a like nature for Insurers unless you have agreed otherwise in writing.

Where we act as agent for two or more clients involved in the same or a related loss situation, we will advise the clients involved of our conflicting interests (if any) and take immediate steps to segregate the claim servicing functions provided to each of the involved clients. These steps will normally include the assignment of different personnel to represent the claim interests of each involved client and the establishment of direct communication procedures.

Should a situation arise where our own interests conflict with any duty we owe to you, we will not proceed until such time as you have been fully apprised of the position and you have provided your informed consent on the manner in which we will proceed.

## 10. LIMITATION OF LIABILITY

This section shall apply to all Services (as defined below) which we provide to you pursuant to these Business Protocols.

"Services" means, any and all services provided to you or your Affiliates by us or any of our Affiliates under these Business Protocols and includes any additional services and any amendments or variations or additions to those services whether expressly or impliedly agreed;

"Affiliate" means, in relation to a company, its subsidiaries and subsidiary undertakings, its holding companies and any subsidiaries and subsidiary undertakings of any such holding companies. As it applies to you, "Affiliate" also includes your partners, co-Insureds or other associates to whom we or any of our Affiliates may assume a responsibility by reason of providing the Services or any additional Services.

If we, or any of our Affiliates, are liable to you in respect of any losses, liabilities, damages, costs, expenses or claims arising out of or in connection with the Services (collectively "Losses") and (subject to the following paragraph) any other person is liable to you in respect of some or all of the same Losses (on any basis), our liability and that of our Affiliates in respect of such Losses shall be limited so as to be proportionate to the relative contribution of ourselves and our Affiliates having regard to the extent of responsibility of such other person for those Losses.

In determining the existence and extent of the responsibility of such other person for Losses for the purposes of the preceding paragraph, no account should be taken of any agreement limiting the amount of damages payable by such person or of any actual or possible shortfall in recovery of this amount (whether this is due to settling or limiting claims, or any other reason).

To the extent permissible under applicable laws, regulations or rules, the aggregate liability of ourselves and our Affiliates to you and your Affiliates in respect of all Losses, however caused, including arising as a result of breach of contract or statutory duty, negligence or any other act or omission or breach of duty, shall be limited to *GBP25 million* or such other amount in any other currency that is specifically agreed with you in writing.

Notwithstanding the preceding paragraph, we and our Affiliates shall not be liable to you, whether as a result of breach of contract or statutory duty, negligence or any other act or omission or breach of duty, for any loss of profit or any special, indirect or consequential Losses arising under or in connection with the Services provided.

You agree that we and our Affiliates have a legitimate interest in limiting the exposure of our and our Affiliates' directors, officers and employees to litigation and that you will not bring or assist in bringing any claim against any of our or our Affiliates' directors, officers or employees in their personal capacity arising out of or in connection with the Services provided.

The limitations of liability and exclusions contained in this section shall not apply to : (i) any Losses or liabilities arising as a result of (a) fraud, wilful default or gross negligence by us or any of our Affiliates; or (b) death or personal injury, in each case in jurisdictions where such limitations or exclusions would not be permitted under applicable laws, regulations or rules; or (ii) any of our (or our Affiliates') Losses or liabilities to the extent that the limitation or exclusion of such Losses or liabilities would not otherwise be permissible under applicable laws, regulations or rules.

For the avoidance of doubt, this section shall be for the benefit of ourselves and our Affiliates and any of our or their respective directors, officers, employees or consultants involved in the provision of the Services. Any such person shall be entitled to rely upon and enforce its terms.

## 11. COMMUNICATIONS BY E-MAIL

We recognise that communicating by e-mail on a 'desk-to-desk' basis is a very desirable and easy method of conducting business and that e-mail has replaced facsimile as the preferred method of

communication. However, if you choose to communicate with us by e-mail, we do have some concerns specific to its use in arranging and administering insurance, which we would like to share with you:

- **Integrity & Receipt:**

There is no certainty of the completeness, accuracy or even the receipt of a message or data file sent by e-mail. As an insurance broker, we are concerned that, using e-mail as part of a contractual process, creates an exposure for you as our client and us as your agent or professional advisor (e.g. in such areas as misrepresentation or non-disclosure of information, where corruption of data during transmission or missing data file attachments may not be immediately obvious to the recipient, and the offer and acceptance process of insurance contract terms). We accept no responsibility if information sent by you to us by e-mail is incomplete or corrupted. We will also be entitled to act upon any instruction from you received by e-mail which reasonably appears to have been sent by you. For important messages, we may ask for a confirmation of receipt and we will acknowledge or respond to such messages that we receive. Hard copies of messages may also be requested or sent where considered appropriate.

- **Confidentiality**

By unavoidably having to use third party service providers to 'deliver' e-mail, confidentiality may be outside the sender's control.

- **Appropriateness**

Where receipt of a message by a given time/date is critical or the subject matter is of an important nature, such message should be communicated by facsimile or courier to ensure that it is received and can then be acted upon. Many contracts of insurance have provisions, which require notice in writing in order to ensure compliance, particularly in relation to claims notification. The use of e-mail in such circumstances may be inappropriate.

- **Legality**

In the absence of any formal contract setting out the terms of communicating by email, it may be questioned in certain jurisdictions as to whether such communications are or will be legally admissible as evidence in any dispute, without considerable supporting evidence as to checks having been made on receipt, security and integrity of the communication.

- **Viruses**

With knowledge of the potential damage which computer viruses can cause, e-mail users should use their best endeavours to ensure that they do not transmit harmful viruses to other parties.

We have a standard form of contract which deals with the above issues more formally than this document and a specimen copy is available on request. If you would like any e-mail exchanges between us to be governed in a more formal way and we have not already done so, we would be happy to send you a signed copy of the contract for counter-signature.

## 12. E-COMMERCE

We will seek to place and service your business in the most efficient manner, which increasingly is by means of electronic trading. Indeed, some Insurers now require information to be submitted to them in this manner. Therefore, where we consider it appropriate, we will exchange data and text with you, the Insurers and other parties connected with the insurance using e-mail, through private insurance market networks and through web-enabled systems accessed via the Internet.

## 13. TELEPHONE TEXT MESSAGES (SMS)

We are unable to communicate with you or accept instructions from you by means of telephone text message and any messages or information sent by these means will not be acted upon until such time as they have been confirmed by alternative means.

## 14. COMPLAINTS AND REDRESS

If you have a complaint regarding our practices or performance, which you are unable to resolve to your satisfaction with the personnel we have assigned to manage your account, please contact:

*Dedi Syaripuddin  
Chief Executive Officer  
Jardine Lloyd Thompson Sdn Bhd  
Level 42-01A (West Wing), Q Sentral,  
2A Jalan Stesen Sentral 2,  
Kuala Lumpur Sentral,  
50470 Kuala Lumpur,  
Malaysia*

detailing the nature and underlying circumstances of your complaint.

We will investigate the matter fully, respond to you in detail and endeavour to ensure that necessary actions are taken to resolve your complaint.

We will:

- send a written acknowledgement to your complaint within five (5) business days of receipt, giving details of the person handling the complaint, details of our internal procedures and, if possible, a final response;
- provide a written response within four (4) weeks of receipt or, if holding, an indication when further contact will be, within eight (8) weeks of receipt.
- provide by the end of eight (8) weeks a final response or a response explaining that we are still not in a position to provide a final response, the reasons for the delay and an indication when you should expect to receive a final response.

## 15. TERMINATING OUR APPOINTMENT

You may terminate our appointment to act as your agent in relation to the insurance by giving us notice in writing. Termination of our appointment does not affect your or our rights, obligations or liabilities in relation to the insurance prior to the termination date.

As our brokerage commission or fee for bringing about or arranging the insurance is considered fully earned when the insurance incept, any unpaid brokerage commission or fee will become immediately due and payable to us upon termination of our appointment.

## 16. TERMINOLOGY AND FURTHER INFORMATION

### a. Terminology

In order to avoid repetition of words used in this document, "the insurance" means each contract of insurance which we arrange or bring about on your behalf, "insurance", includes contracts of surety or guarantee and other risk transfer products, "Insurers" includes any insurer, reinsurer or other category of risk bearer, and "claim" includes an incident which may give rise to a claim, as appropriate to the insurance.

### b. Further Information

Further information on JLT Asia and the wider Jardine Lloyd Thompson Group can be found on our website at <http://www.asia.jlt.com/>. Alternatively, please request a copy of the Group's latest Annual Report and any other relevant publications from your usual JLT contact.

## 17. SANCTIONS AND EMBARGOES

In today's trading climate, we are increasingly seeing governments imposing sanctions and/or embargoes, and/or banks electing not to handle insurance transaction monies ("Measures") in

respect of various countries or persons in such countries in relation to the provision of goods and services, including insurance. These Measures may restrict the provision of insurance or reinsurance cover or movement of monies and services under such cover. Such Measures may require us to:

- investigate, not only the insured or reinsured or the goods, property and/or interests which they insure or reinsure, but also any indirect beneficial ownership of relevant parties or property;
- suspend any movement of funds until a relevant governmental body confirms that no Measures are being breached and/or a licence can be issued; and
- advise you that our bank(s) have elected not to handle monies relating to your transaction which will prevent the provision of cover and related services.

In addition, some Insurers or Reinsurers may seek to cancel cover if they believe that it has become illegal because of the imposition of a particular Measure.

We will, of course, use reasonable endeavours to warn you should we become aware that any Measures may impact upon any insurance we place on your behalf or restrict the payment of any premiums or claims.

## 18. ASSIGNMENT AND SUB-CONTRACTING

We may on twenty-one (21) days' written notice, transfer our rights and obligations under these Business Protocols (or any other agreement) between us for the provision of the services as set out in these Business Protocols document to another company within the JLT Group which is able to perform the services in accordance with these Business Protocols.

We may also subcontract to another company within the JLT Group, but this will be on the basis that we remain responsible for the services which we and our subcontractors provide.

## 19. ENFORCEABILITY

In the event any portion of these Business Protocols is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

**(CLAUSE 7: CONFIDENTIALTY TRANSLATED INTO BAHASA MALAYSIA)**

**7. NOTIS PRIVASI**

**a. Kerahsiaan dan keselamatan maklumat**

Apa-apa maklumat yang anda berikan kepada kami tidak akan digunakan atau sengaja didedahkan oleh kami kecuali dalam perjalanan biasa berunding, mengekalkan atau memperbaharui insurans, atau untuk mengendalikan apa-apa tuntutan di bawahnya, melainkan;

(i) kami telah mendapatkan kebenaran yang diperlukan daripada anda;

(ii) kami dikehendaki untuk mendedahkan maklumat itu oleh mahkamah yang mempunyai bidang kuasa berwajib atau badan kerajaan atau pihak yang mempunyai kuasa yang diperlukan atas kami; atau

(iii) maklumat yang sudah dalam domain awam atau telah diterima oleh kami daripada pihak ketiga tidak di bawah apa-apa kewajipan kerahsiaan.

Kami akan mengambil langkah-langkah yang sesuai untuk mengekalkan keselamatan dokumen sulit anda dan maklumat, yang memiliki kami dan akan mematuhi apa-apa peraturan-peraturan tempatan yang berkenaan.

Di bawah Akta Perlindungan Data Peribadi 2010, anda mempunyai hak untuk mengakses maklumat tentang anda yang kami simpan, atau untuk membetulkan maklumat yang tidak tepat. Untuk membuat permintaan, sila hubungi kami secara bertulis di:

*Dedi Syaripuddin*  
*Chief Executive Officer*  
*Level 42-01A (West Wing), Q Sentral, 2A*  
*Jalan Stesen Sentral 2, Kuala Lumpur*  
*Sentral, 50470 Kuala Lumpur, Malaysia*  
*Tel: 603 2723 3388*  
*Fax: 603 2723 3399*  
*Email: [PDPA\\_JLTM@jltasia.com](mailto:PDPA_JLTM@jltasia.com)*

Anda setuju bahawa kami boleh memproses, mendedahkan atau menggunakan sebarang maklumat tentang anda yang kami simpan di sebarang lokasi di Malaysia atau di luar Malaysia untuk membolehkan kami memberikan perkhidmatan kami kepada anda.

Sekiranya anda mendedahkan data peribadi atau data peribadi sensitif pekerja-pekerja anda dan/atau ahli keluarga mereka, anda akan mendapatkan persetujuan yang

sewajarnya supaya sebarang data yang anda berikan kepada kami boleh diproses menurut undang-undang untuk tujuan yang dinyatakan di dalam notis ini.

Kami boleh menyimpan dokumen-dokumen bagi pihak anda dalam format elektronik atau digital. Sekiranya anda ingin kami memusnahkan atau menghapuskan dokumen-dokumen tersebut, kami tidak boleh memusnahkan salinan dokumen-dokumen tersebut yang disimpan di dalam cakera keras kami atau di dalam sebarang sistem lain di mana data tersebut di simpan bagi tujuan pemulihan bencana sahaja.

**Pengubahsuaian Pernyataan Privasi**

JLT akan sentiasa mengkaji semula pernyataan privasi ini.

Tarikh notis ini dikemaskini: 12 Februari 2014.

**b. Maklumat Peribadi**

**(i) Tujuan Pengumpulan**

Dalam perjalanan biasa perniagaan seperti yang dinyatakan dalam a. di atas, kami boleh menggunakan atau pekerja anda (secara kolektif dinyatakan sebagai "anda") maklumat peribadi untuk tujuan berikut: (a) untuk memproses permohonan anda; (b) untuk mentadbir dan policies insurans proses, tuntutan insurans dan tuntutan perubatan, pemeriksaan keselamatan dan pengunderaitan; (c) untuk memproses arahan pembayaran; (d) untuk mengesahkan kelayakan anda untuk insurans, produk dan perkhidmatan pengurusan kewangan atau kekayaan; (e) untuk menilai keperluan kewangan anda; (f) untuk mereka bentuk dan menyediakan anda dengan insurans, perkhidmatan dan produk kewangan dan yang berkaitan; (g) untuk menjalankan identiti dan / atau kredit cek dan / atau koleksi hutang; (h) untuk berkomunikasi dengan anda; (i) untuk menyediakan anda dengan bahan-bahan promosi yang berkaitan dengan insurance atau perkhidmatan kewangan atau produk pengurusan kekayaan yang berkaitan diatur oleh JLT, dan orang-entiti lain yang induk muktamad Syarikat JLT Group Plc (**"Syarikat-syarikat dalam Kumpulan JLT"**) atau syarikat-syarikat insurans bekerjasama atau institusi kewangan; (j) untuk melaksanakan semakan dasar atau analisis keperluan; (k) untuk menjalankan penyelidikan dan analisis statistical; (l) untuk mematuhi undang-undang mana-mana bidang kuasa berkenaan atau untuk memenuhi keperluan pendedahan yang dikenakan oleh undang-undang atau pihak berkuasa; (m) untuk dipadankan dengan

apa-apa maklumat / data yang disimpan yang berkaitan dengan anda dari semasa ke semasa bagi mana-mana maksud yang disenaraikan di sini; (n) untuk menjalankan perkhidmatan lain yang berkaitan dengan operasi perniagaan JLT ini; dan (o) untuk tujuan lain directly berkaitan dengan mana-mana di atas.

Anda mesti mendapatkan kebenaran dan persetujuan semua pekerja yang diperlukan untuk pelaksanaan kontrak ini, termasuk kebenaran untuk mengumpul, menyimpan, merawat dan mengeksport data peribadi mereka.

**(i) Kelas Pindahan**

Kami mungkin mendedahkan maklumat peribadi kepada pihak ketiga (dalam atau di luar Malaysia) untuk tujuan yang dinyatakan dalam perenggan (i) ("Tujuan Collection"), termasuk, tanpa had, pihak ketiga seperti berikut; (a)

syarikat insurans dan insurans semula ; (b) broker insurans dan ejen; (c) syarikat dalam Kumpulan JLT, (d) syarikat penyasatan; (e) pentadbir pihak ketiga; (f) pembekal perkhidmatan pihak ketiga (termasuk, tanpa had, bank, peguam, penyedia penjagaan kesihatan, akauntan, dan lain-lain pembekal perkhidmatan pihak ketiga yang menyediakan pentadbiran, telekomunikasi, komputer, pembayaran, percetakan, penebusan atau perkhidmatan lain kepada kami untuk membolehkan kami menjalankan perniagaan kami); (g) persatuan industri dan persekutuan (h) bil perubatan syarikat semakan; (i) penasihat profesional; (j) penyelidik; (k) agensi-agensi rujukan kredit; (l) agensi-agensi kutipan hutang; (m) bekerjasama institusi kewangan; (n) pengawal selia dan agensi-agensi kerajaan; (o) agensi-agensi penguatkuasaan undang-undang; dan (p) mahkamah.