



# TERMS OF BUSINESS AGREEMENT

MARSH INSURANCE BROKERS (MALAYSIA) SDN  
BHD

# Marsh Insurance Brokers (Malaysia) Sdn Bhd

These general terms of business (the "Agreement") set out the nature and scope of the services Marsh Insurance Brokers (Malaysia) Sdn Bhd ("Marsh" or "we") will be providing to you and other information required by law. References to "insurance" and "insurer" include "reinsurance" and "reinsurer" where applicable.

## **Introduction**

This Agreement will supersede and replace any previous agreements containing the same or similar subject matter and may only be varied by written agreement with you, (unless superseded by future amended terms of business issued by Marsh and accepted by you).

**By instructing us to act, you will be deemed to have accepted the terms of this Agreement and to have requested to deal with us in English unless we specifically agree with you otherwise.**

## **About Marsh**

Marsh is licensed and regulated by the Bank Negara Malaysia (BNM). You can see the details of our authorisation by visiting the BNM website <http://www.bnm.gov.my>

Marsh is an associate of Marsh & McLennan Companies, Inc. In this Agreement, the "Marsh Group" means Marsh & McLennan Companies, Inc. its subsidiaries and associate companies. Marsh may use offices in the Marsh Group or the services of other intermediaries external to the Marsh Group, when in Marsh's professional judgement those services are necessary or appropriate.

## **Who do we act for?**

As an independent insurance intermediary we generally act as agent of our clients. As such we put the duties we owe to you above our own interests.

We may in certain circumstances handle claims on behalf of insurers. We will advise you when these circumstances occur and inform you of how we will deal with any possible conflicts of interest. If we give you notice of a conflict of interest you will have the right to cancel this Agreement immediately. If you do not cancel the Agreement, we will continue to provide the services.

**We are not an insurer or an underwriter.**

## **Our Services**

## **MARKETING AND PLACEMENT SERVICES**

### **Negotiation and Broking**

Marsh will act as your insurance broker and/or risk management consultant. We will discuss your insurance requirements with you, including the scope of cover, limits sought and cost of cover.

We will keep you informed of our progress and identify where we are unable to obtain all or part of the cover sought by you. We will use reasonable endeavours to implement your insurance programme, subject to available insurers, before the intended date of inception, renewal or extension of cover (whichever is appropriate). We cannot however be responsible for the consequences of late instructions or the actions of third parties.

We will provide you with the information you need to make a decision about insurance cover available. All decisions regarding the amount, type or terms of insurance covers shall be your sole responsibility. While Marsh may provide advice and recommendations, you must decide on the specific coverage that is appropriate for your particular circumstances and financial position.

Marsh does not assume any liability for the effectiveness or completeness of your existing insurance programme (if any) or any insurance policies placed by you directly or by another insurance broker or for any acts or omissions occurring prior to the date of commencement of Marsh's engagement.

### **Market Security**

Your insurer is regulated by BNM and is required to comply with all laws of Malaysia, regulations and conditions of doing business, including solvency requirements. If you are interested in receiving more information about a particular insurer or insurers including information about its financial strength and security, please contact your Marsh representative for further guidance and information.

We assess insurers and markets with whom we place business, using public information including that produced by recognised rating agencies. We do not, however, guarantee or otherwise warrant the solvency of any insurer or market used for your requirements. The decision regarding suitability of any insurer or

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market rests with you. If you have any concerns, regarding any insurers chosen for your insurance requirements you must advise us as soon as possible and we will discuss them with you.

## **Quotations**

Marsh does not guarantee premiums quoted by insurers. All premium quotations are provided by insurers and subject to subsequent acceptance by insurers, unless otherwise stated. All premiums quoted include our brokerage where applicable.

## **HEALTH AND WELLNESS CONSULTING AND RISK MANAGEMENT SERVICES**

Marsh will if required and agreed by Marsh, provide the Health and Wellness Consulting and Risk Management services described in Appendix A and charge separately for these services.

## **EMPLOYEE HEALTH BENEFITS ADMINISTRATION SERVICES**

Marsh will if required and agreed by Marsh, provide the Employee Health Benefits Administration services described in Appendix B and charge separately for these services.

## **Our Respective Responsibilities**

### **Proposal Forms**

For certain classes of insurance you may be required to complete a proposal form, questionnaire or similar document. We will provide guidance if needed but we are not able to complete the document for you. In most cases, the information you provide will be the basis of or form part of the insurance policy.

**The provision of incorrect or incomplete information may result in the insurer denying a claim or avoiding the policy (cancelling the policy from inception).**

### **Disclosure of Information**

You are responsible for providing us or your insurers with the information we request from you to enable us to seek the cover you require. We will not be responsible for any consequences which may arise from any delay or failure by you to do so.

Further, you must disclose to us or your insurers all information which is material to your requirements for cover or which might influence insurers in deciding to accept your business, finalising the terms to apply and/or the cost of cover. You should not rely on Insurers to request material information from you. Failure to make such disclosure could result in the policy being rendered void, so that claims may not be paid. This duty

of disclosure applies before the start of cover, when all material information must be disclosed to insurers to enable terms to be negotiated and cover arranged. This is not limited to answering specific questions that may be asked. Any material changes which may occur or come to light after a quotation has been given must also be notified to us and your insurers.

The same duty is owed to the insurer before renewal, extension, variation or reinstatement of a contract of insurance. In addition, changes which substantially increase the risk, or relate to compliance with a warranty or condition in a policy, must be notified at once.

You should not rely on casual observation of any material aspect of the risk by us or any other third party as satisfying your obligation to disclose material matters concerning your cover.

Please contact us immediately if you have any doubts about what is material or have any concerns that we may not be aware of material information.

### **Your Policy**

We will use all reasonable endeavours to ensure that your policy documentation is forwarded in a timely manner. Your policy documentation will confirm the basis of the cover, give details of the insurers together with details of amount of premium and the date it is due.

You are responsible for reviewing your insurance documentation together with other related documents which may be sent to you from time to time to confirm that they accurately reflect the cover, conditions, limits and other terms that you require. Particular attention should be paid to any policy conditions, warranties and subjectivities as failure to comply with any of them may invalidate your coverage. If there are any discrepancies you should consult us immediately.

### **Claims**

You are responsible for notifying claims or potential circumstances that may give rise to a claim. To ensure full protection under your policy, you should familiarise yourself with the provisions of your cover and procedural requirements in relation to claims and to the notification of those claims or circumstance. Failure to adhere to the notification requirements, particularly in relation to timing, as set out in the policy or other coverage document, may entitle insurers to refuse your claim. **In presenting a claim it is your responsibility to disclose all facts which are material to the claim.**

Where we collect claims payments, these will be remitted to you in accordance with any regulatory requirements. However, we will not remit claims monies

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to you before we have received them from insurers.

## **Change in Circumstances**

You must advise us as soon as reasonably practicable of any changes in your circumstances that may affect the services to be provided by us or the cover provided under your insurance policy.

We will advise you as soon as reasonably practicable of any resultant changes in premium or terms and conditions of your policy.

## **Provision of Information**

The services we provide to you are for your exclusive use and all data, recommendations, proposals, reports and other information provided by us in connection with our services contains proprietary, confidential information and are for your sole use and may not be shared with any third party, unless otherwise agreed by Marsh in writing.

## **Payment of Premium**

You will provide settlement with cleared funds of all monies due in time for us to make payment to insurers in accordance with the payment date(s) specified in our invoice or other relevant payment documentation ("**Payment Date**"). You must also pay any taxes or charges applicable to your insurances. Where insurers have specified a premium payment warranty or condition in your policy, your insurers must receive the premium due from you by that date. You acknowledge that failure by you to pay by the Payment Date and/or comply with a premium payment warranty or condition may lead to insurers cancelling your policy. If you do not think that you will be able to meet the Payment Date and/or a premium payment warranty or condition, please contact us immediately.

## **Client Money**

We are required to keep Client Money separate from our own money. We will normally do this by holding money in a client bank account.

Any interest earned on Client Money will be retained by us.

## **Currency**

Where we are able to deal in a currency other than the local currency, we are not responsible for any shortfall in payments, including premiums or claims payments arising from movements in foreign exchange rates.

We may need to convert currency you have sent us into another currency for the purposes of carrying out your

transaction. If we have converted but not paid such money to insurers or other third parties (and are not legally obliged to do so) and you request us to return such money to you, then you agree that we will return such money to you in the currency to which we have converted it and at the exchange rate at which we originally converted it. Should we agree to reconvert the currency for you, you will agree to accept re-conversion at the market exchange rate prevailing at the time of re-conversion, less applicable bank charges.

## **Your Liability for Tax**

Marsh is not a tax adviser and consequently makes no representation to you as to your liability or otherwise for tax on any sums that may be paid to you under a contract of insurance. Any information or calculations that Marsh provides about insurance, regulatory and tax issues are based on publicly available information and Marsh's experience derived from involvement in similar matters for other clients. In all instances, Marsh recommends that you seek your own advice on such matters from professional legal and tax advisers. It is your obligation to make declarations in respect of, and to account to any relevant revenue authority for, all insurance proceeds.

## **Sales and Service Tax**

If any supply made under this agreement is a taxable supply to which the Malaysian Sales and Service Tax ("SST") would apply, Marsh reserves the right to levy SST at the prescribed rate and the recipient of the supply agrees to pay the amount of SST.

## **Our Remuneration**

Subject to any more specific term separately agreed in writing, our remuneration is based on brokerage which is payable out of premium paid by you and allowed by the insurer(s) with whom your cover is arranged. On occasions, we may be remunerated by both brokerage and a fee ("Engagement Fee"). Where we are to be remunerated by an Engagement Fee, this Agreement will still apply, but in addition we will agree with you the level of the Engagement Fee and any other matters such as the term of our engagement. You will be responsible to us for the payment of all such Engagement Fees. In this connection, Marsh may be paid separately by insurers a fee for risk management services related to your cover or be paid a fee for claims preparation or additional claim services.

Brokerage and/or Engagement Fees are fully earned when you instruct us to bind cover for your policy. There will be no return or cancellation of brokerage and/or Engagement Fees once you have instructed us to bind

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cover for your policy notwithstanding that the policy is later varied, terminated or otherwise cancelled, and we are entitled to retain or recover from you all Engagement Fees and/or brokerage (or its equivalent) in respect of the full policy period.

In the event that an insurance program is placed by Marsh for you, Marsh shall be compensated for its services through commissions from insurers based on a percentage of the premium paid (the "Commission"), subject to the following:

- (a) In the event that the amount of the Commission is less than the amount of the Engagement Fee, Marsh will charge the Commission together with an additional fee of an amount equal to the difference between the Commission and the Engagement Fee; and
- (b) In the event that the amount of the Engagement Fee is less than the amount of the Commission, Marsh will waive the payment of the Engagement Fee and Marsh's compensation shall consist solely of the payment of Commission.

For avoidance of doubt, under no circumstances shall Marsh be entitled to compensation by means of both Commission and the full Engagement Fee.

In the event of a mid-term adjustment, we may be entitled to further brokerage from any additional premium payable.

## **Other Revenue**

We (and/or other members of the Marsh Group) sometimes separately receive payments from insurers for services provided to them which are not directly related to the services which we provide to you.

Where applicable or permitted under the law, the payment received from a particular insurer for services provided in a given period may be a management or administration fee or it may be based upon the profitability of insurance business placed with that insurer during that period. When providing these services to insurers we will always use reasonable endeavours to avoid a conflict of interest. If we consider that a conflict has arisen, then we shall take no further action on behalf of the insurer unless you agree in writing that we may proceed.

We (or other members of the Marsh Group) may receive separate compensation from insurers for providing consulting technical, data analytics or other services. The services are designed to improve the offering available to our clients assist insurers in identifying new

opportunities and enhance insurers' operational efficiency. The scope and nature of the services vary by insurer and geography.

We (or other members of the Marsh Group) may also act as reinsurance brokers to underwriters with whom we have placed insurance or reinsurance and may receive remuneration by fees and/or brokerage for so doing.

It may be appropriate for us to use a member of the Marsh Group or another intermediary (located inside or outside Malaysia) to assist us in fulfilling your insurance requirements. These companies may receive additional remuneration for the services they provide.

At your request, we will disclose to you in writing the remuneration we (and other members of the Marsh Group) receive in respect of your policy. To the extent that such other remuneration cannot be indicated in cash terms, then we will explain the basis for its calculation.

You can find out more about how we are paid by visiting our Transparency & Disclosure webpage- <https://www.marsh.com/my/en/about-marsh/transparency-and-disclosure.html>

## **Web Placements and Facilities**

Marsh may place your insurance policies through a facility set up by Marsh (or other members of the Marsh Group) with selected insurers and/or an internet based system developed by Marsh Group which allows for the efficient transfer of underwriting information to a panel of insurers competing for business and the ability to issue policy documentation on line. Marsh (or other members of the Marsh Group) may be remunerated by a fee paid by the participating insurers for the use of the facility and/or the Marsh Group developed internet based system.

## **Takaful Operator**

Upon your instruction to Marsh to place the cover with takaful operator, the following protocol will be effective:

- (a) Marsh will engage with a Marsh takaful affiliate to transact the takaful cover;
- (b) Marsh takaful affiliate will invoice you directly for the cover, e.g. insurance premium; and
- (c) You will remit such payment for the takaful cover directly to the Marsh takaful affiliate, which had invoiced you.

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## **Cancellation of this Agreement**

This Agreement may be terminated by either party giving 90 days' notice in writing to the other party. Subject to payment of any outstanding fees due to us, Marsh will assist in arranging a smooth transfer of your business. After termination, unless otherwise agreed, Marsh will cease to handle claims relating to policies placed by Marsh on your behalf.

## **Limitation of Liability**

The maximum aggregate liability of Marsh and any other member of the Marsh Group relating to or arising out of this Agreement or the services provided under this Agreement shall be limited in total to the amount of compensation actually received by Marsh for the services to which the claim relates.

This limitation applies to all causes of action including, without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts.

In no event will Marsh or any member of the Marsh Group be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits or other economic loss relating to, arising out of or in connection with this Agreement or the services provided under it.

This clause will not apply to any liability arising as a result of fraud or wilful default on the part of Marsh or any member of the Marsh Group nor to any liability which cannot lawfully be excluded or limited.

No action or proceeding under or in respect of this Agreement shall be brought more than 7 years from the date of commencement of Marsh's engagement.

## **Electronic communications**

We may communicate with each other by electronic mail, sometimes attaching further electronic data. By consenting to this method of communication we and you accept the inherent risks (including the security risks of interception of, or unauthorised access to, such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices). Notwithstanding that we and you have reasonable virus checking procedures on our system, you will be responsible for virus checking all electronic communications sent to you. You will also be responsible for checking that the messages received are complete. In the event of a dispute the records maintained in the Marsh system shall be deemed

definitive in respect of electronic communications and documentation passing between us.

## **Confidentiality**

We will treat any information in our possession, which relates to your business as confidential. It will be necessary for us to disclose information that you consider confidential to insurers or other parties, when acting on your behalf, where we reasonably consider such information to be material to the risks being covered, or for internal review and audit purposes.

Likewise, we may disclose to third parties certain industry wide statistics or other information which may include information relating to you. Any sensitive information will be handled appropriately and information specific to you will not be identified without your consent.

We may reference your company's name and logo on any marketing materials that we give to you or third parties. If you do not wish us to reference your company's name and logo, then please advise your usual Marsh contact.

We may be required to collect and process personal information (including sensitive personal information) from you or your employees and/or their dependants in order to be able to perform and provide the Services. Kindly provide **each person providing us with personal information** with a copy of the Personal Information Collection Statement set out in Appendix C to this Agreement ("PICS") and arrange for them to execute and return the same to us or alternatively, confirm to us that you have obtained all required consents to transfer their personal data to us for processing. Should you fail to return the PICS to us duly signed by relevant personnel, you will be deemed to have obtained all required consents to transfer personal information to us for processing once you have transferred any personal information to us.

## **Document Retention**

Marsh may retain documents for business effected on your behalf in electronic form or paper in accordance with its document retention policy in effect from time to time. Thereafter we may destroy documents without further reference to you.

**In relation to certain classes of insurance, it is possible for claims to be made long after the policy has expired. It is therefore important that you keep your policy documentation safely for such time as you may be able to make a claim under the policy.**

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## **Data Protection and Data Security**

### **Personal Data**

You and Marsh will observe the provisions of any data protection or privacy legislation as applicable from time to time to the extent applicable to this Agreement. This includes, without limitation: (i) an obligation, if any, of the provider of personal data to obtain any required consent(s) in respect of the transfer of information to the recipient by the provider or any third party relating to an identified or identifiable individual that is subject to applicable data protection, privacy or other similar laws and (ii) any obligation with respect to the use, disclosure and transfer by the recipient of personal information as necessary to carry out its obligations under this Agreement.

Marsh believes that all personal data it requests is necessary to provide quotations, arrange insurance cover, manage claims and for client relationship management. Personal data will generally be kept confidential but you consent and authorise Marsh to provide or disclose your personal data for general insurance purposes including renewal, research, benchmarking and statistical analysis, credit assessment and crime prevention. Arranging insurance or providing claims services may involve certain disclosures of personal data to insurers, agents and service providers, including but not limited to consultants, market research, and quality assurance companies; Marsh Affiliates; industry regulators and Marsh's auditors. Where we consider it necessary and appropriate, we may transfer personal data and confidential information to a service provider, under conditions of confidentiality, for the purpose of data storage or processing or providing any service on our behalf to you. Marsh may include, on a de-identified basis, information relating to your insurance program in benchmarking, modelling and other analytics offerings. Marsh offers an array of analytics capabilities to clients, insurers and others. For clients, these offerings include benchmarking databases, analytics and modelling tools, surveys and other compilations of information, which are designed to help clients more effectively assess their risks, make more informed decisions and construct insurance programmes and other risk mitigation strategies. Marsh (or other members of the Marsh Group) may in some instances receive compensation for its analytics offerings from clients, insurers and others.

Where applicable or permitted under the law, Marsh may share with prospective insurers information about your upcoming insurance renewals to help insurers identify opportunities to compete for risk. Marsh shares the information as part of its insurer consulting offering,

which is designed to help insurers expand their own offerings and create superior solutions for Marsh clients. For more information, please visit <https://www.marsh.com>

Depending on the circumstances, the disclosure of personal data to any of the above may involve a transfer outside of Malaysia.

### **Use for Marketing Purposes**

We may use, analyse and assess information held about you to give you information about products and services from members of the Marsh Group, and those selected third parties which we think may interest you by phone, post or other means. We may pass this information to other members of the Marsh Group (located inside or outside Malaysia) so that they may do the same.

If you do not wish to receive information concerning other Marsh Group or third party products and services, then please advise your usual Marsh contact accordingly.

### **Assignment and transfer**

We may at any time assign or transfer or deal in any manner with part or all of our rights or obligations under this Agreement and may subcontract or delegate our obligations under this Agreement to any of the Marsh Group.

### **Compliance with Laws**

The Marsh Group is required to act in accordance with the laws, regulations and requests of regulatory authorities operating in various jurisdictions which relate amongst other things, the prevention of money laundering, terrorist financing and the provision of financial services to any persons or entities that might be subject to sanctions. Marsh may take actions at the request of regulatory authorities and other companies within the Marsh Group of companies, these actions include delaying or rejecting your requests.

To prevent or detect theft and fraud and to assist in verifying identity, we and the insurers may exchange information with members of the Marsh Group of companies (located inside or outside Malaysia) and make searches of records held at fraud prevention agencies who will supply this information. We and the insurers may also pass information to financial and other organisations involved in fraud prevention.

You acknowledge and agree that Marsh is unable to provide broking, risk consulting, claims or other services or provide any benefit to the extent that the provision of

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such services or benefit would violate applicable laws or expose Marsh or the Marsh Group to any sanction, prohibition, or restriction under United Nations Security Council Resolutions or under other trade or economic sanctions, laws or regulations.

## **If you are not happy with our service**

### **Your Rights**

It is our intention to provide you with a high level of customer service at all times. However, if you are dissatisfied with any aspect of our insurance services, you may make a complaint either in writing or by any other means to your usual point of contact or to the Country Head.

## **Governing Law**

This Agreement, which sets out the terms of our relationship with you, will be governed by and construed in accordance with Laws of Malaysia and any dispute arising under it shall be subject to the exclusive jurisdiction of the Courts of Malaysia.

## **Miscellaneous**

Because the parties are of equal commercial sophistication in negotiating contracts and have negotiated this Agreement at arms' length, it shall not be construed for or against any party. Each party is entering into this Agreement voluntarily, has read and understands its provisions and has had the opportunity to seek and to obtain the advice of counsel on its rights and responsibilities under, and the terms and conditions of, this Agreement.



## **Appendix A: Health and Wellness Consulting and Risk Management Services**

Health and wellness consulting and risk management services that Marsh provides may include but it is not limited to the following:

- Collating and analysing of available relevant data and detailed benefits information against existing benefits program and employee profile
- Reviewing and refinement of objectives for benefits program
- Developing and planning of benefits design that would meet defined objectives, as well as detail the Core and Optional benefits, Price Tags, and Flex Points Allocation (if applicable)
- Developing of wellness program to meet benefits program objectives (if applicable)
- Undertaking a cost impact analysis on the proposed plan design
- Undertaking agreed number of employee focus groups to gather feedback on proposed plan design (if applicable)
- Preparing Management presentation for the approval of the proposed plan

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## **Appendix B: Employee Health Benefits Administration Services**

Employee health benefits administration services that Marsh provides may include but it is not limited to the following:

### **One-Off Service**

#### **Initial Setup - Implementation, Communication and Launch**

- Establishing rules and policies for the benefits plan and setup applicable platform to support benefit plan (if applicable)
- Developing employee communication strategy & timeline
- Developing content of employee communication materials. This excludes design, printing and/or publication of said materials
- Undertaking the agreed number of employee communication sessions

#### **Ongoing Service - Service, Delivery, Workflows, Documentation and Functionality**

Updating platform configuration for renewal of plan year
Allocating of Flex Points/Dollars based on allocation rules documented
Benefits Selection
Benefits Selection Menus and Functionality
Statement of Account Menus and Functionality
My Details Menus and Functionality
Update Password Menus and Functionality
My Benefits Menu
My Claims Menus and Functionality
Underwriting Functionality (U/W Module)
Processing employee life event changes based on pro-ration rules, staff movement policies and workflows documented
Processing FSA claims submitted by employees
Recording underwriting (U/W) results and refund price tags based on point-to-point cash-to-cash logic
Setting up portal system
Setting up portal system based on Flex and Claim administration
Providing Marsh helpdesk service to employees
Providing Offline Employee Communications
Providing Employee Self-Service
HR Access (HR Module)
Reporting to Client
Reporting to Insurer
Reporting to Employee
Other Reporting

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## Appendix C: Personal Information Collection Statement

### Client and Client's Employees Personal Information Collection Statement

1. It is often necessary for our current or prospective individual clients, or, where our clients are corporate or business entities, their individual representatives and employees (collectively referred to as "clients" and otherwise referred to as "client", "you" or "your") to provide to **Marsh Insurance Brokers (Malaysia) Sdn Bhd\*** (hereinafter referred to as "MARSH", "we", "our" or "us", and references to Marsh include the appropriate Marsh Affiliate(s)) personally identifiable data about yourselves ("**Personal Information**") in connection with our business process execution, including delivery of services and/or products, preparation of proposals, provision of quotations, arranging insurance cover, managing claims, client relationship management and conducting internal conflicts checks. Such Personal Information may include information or data provided by you or other parties or from other source, and may include, but is not limited to, historical or existing data and/or data to be collected in the future. Such Personal Information may be subject to applicable data protection, privacy and other similar laws and **may** include copies and other details of identity documents, proof of address and other contact details, religious, philosophical or political affiliations, information concerning age, marital status, racial or ethnic origin, education, genetic or sexual life, physical or mental health or medical condition/diagnosis, dietary preference, commission or alleged commission of any offence or proceedings for any offence committed or alleged to have been committed, the disposal of such proceedings or the sentence of any court in such proceedings.

When you provide MARSH with Personal Information relating to your employees, dependents and/or other individuals that you represent, you will observe the provisions of any data protection or privacy legislation as applicable from time to time the extent applicable to this Agreement. This includes, without limitation: (i) an obligation, if any, for you to obtain any required consent(s) in respect of the transfer of information to MARSH by the provider or any third party relating to an identified or identifiable individual that is subject to applicable data protection, privacy or other similar laws and (ii) any obligation with respect to the use, disclosure and transfer by MARSH of personal information as necessary to carry out its obligations under this Agreement.

2. Personal Information you provide will be collected, used and otherwise processed by MARSH for the following purposes:
  - 2.1 client relationship management procedures, including any potential conflict checks as may be required;
  - 2.2 the delivery of services or products to the client;
  - 2.3 those purposes specifically provided for in any particular service or product offered by MARSH;
  - 2.4 conducting marketing and client profiling activities in connection with insurance and related services and products (including those provided by MARSH, other members of the Marsh, its Affiliates and selected third parties for the purpose of improving our services to the client or that we think may interest the client);
  - 2.5 credit assessments and other background checks of the client as MARSH may determine to be necessary or appropriate;
  - 2.6 MARSH's internal record-keeping;
  - 2.7 collection of outstanding payments from clients;
  - 2.8 prevention of crime (including but not limited to fraud, money-laundering, bribery);
  - 2.9 meeting any legal or regulatory requirements relating to MARSH's provision of services and products and to make disclosure under the requirements of any applicable law, regulation, direction, court order, by-law, guideline, circular, code applicable to MARSH or its Affiliates; and
  - 2.10 purposes ancillary or relating to any of the above (including but not limited to information

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relating to your insurance program for research, benchmarking and statistical analysis).

3. MARSH may provide or disclose this Personal Information to its Affiliates for the purposes stated in paragraph 2 above.

## **Collection and Disclosure**

4. Personal Information provided to MARSH will generally be kept confidential but you hereby consent and authorize MARSH to collect, provide or disclose your Personal Information for the purposes stated in paragraph 2 above to:
  - 4.1 any person to whom MARSH is compelled or required to do so under law or in response to a competent or government agency;
  - 4.2 relevant parties arranging insurance or providing claims services or benefits administration services or wellness services such as insurance companies, health maintenance organisations, agents and service providers (including but not limited to consultants, service call centres, market research and quality assurance companies),
  - 4.3 Marsh's Affiliates;
  - 4.4 government agencies and industry regulators;
  - 4.5 MARSH's auditors, accountants, lawyers or other financial or professional advisers; and
  - 4.6 such sub-contractors or third party service or product providers as MARSH may determine to be necessary or appropriate, in accordance with paragraph 2 and paragraph 7.
  - 4.7 Such person(s) as you may instruct or require.
5. You further consent to provide, and for your employer, insurer(s), health maintenance organizations, agents and/or third party service or product provider(s) to provide to MARSH your Personal Information for the purposes set out in paragraph 2 above.
6. Failure to provide such Personal information may result in MARSH being unable to provide clients with the services and/or products requested.

## **Safeguards**

7. MARSH confirms that MARSH has implemented the appropriate administrative and security safeguards and procedures in accordance with the applicable laws and regulations to prevent the unauthorized or unlawful processing of your Personal Information and the accidental loss or destruction of, or damage to, your Personal Information.

## **Data Transfer**

8. Where MARSH consider it necessary or appropriate for the purposes of data storage or processing or providing any service or product on our behalf to you, we may transfer your Personal Information to an Affiliate or third party service or product providers within or outside the country in which MARSH is established, under conditions of confidentiality and similar levels of security safeguards.

## **Your Rights of Access and Correction**

9. You have the right to request access to and correction of information about you held by MARSH and you may:
  - 9.1 check whether MARSH holds or uses your Personal Information and request access to such data;
  - 9.2 request that MARSH correct any of your Personal Information that is inaccurate,

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incomplete or out-of-date;

- 9.3 request that MARSH specify or explain its policies and procedures in relation to data and types of Personal Information handled by MARSH; and
- 9.4 communicate to MARSH your objection to the use of your Personal Information for marketing purposes whereupon MARSH will not use your Personal Information for these purposes; and
- 9.5 withdraw, in full or in part, your consent given previously,

in each case subject to any applicable legal restrictions, contractual conditions, reasonable internal policies/procedures, a reasonable time period (in accordance with applicable laws) as well as, in the case of an access request, a reasonable fee (where permitted under applicable laws and as MARSH may notify you in writing upon receipt of your request).

10. Written requests for access to Personal Information or correction and/or deletion of Personal Information or for information regarding policies and procedures and types of Personal Information handled by MARSH may be sent to the [privacycoordinator@marsh.com](mailto:privacycoordinator@marsh.com).

I have fully read and understood the terms and conditions set out in the Personal Information Collection Statement and consent to collection, use, transfer and processing of my Personal Information in accordance with the terms of this Personal Information Collection Statement.

Signature: \_\_\_\_\_

Name of Client Company: \_\_\_\_\_

Name of Employee: \_\_\_\_\_

Date: \_\_\_\_\_

## PERNYATAAN PENGUMPULAN MAKLUMAT PERIBADI

Kenyataan pengumpulan maklumat pelanggan dan maklumat peribadi pelanggan.

1. Adalah sering kali perlu untuk pelanggan individu semasa atau prospektif kami, atau, di mana pelanggan kami adalah entiti korporat atau perniagaan, wakil individu dan pekerja mereka (secara kolektif dirujuk sebagai "pelanggan" dan sebaliknya dirujuk sebagai "pelanggan", atau "anda") untuk memberi kepada Marsh Insurance Brokers (Malaysia) Sdn Bhd (selepas ini dirujuk sebagai "Marsh", atau "kami"), dan rujukan kepada Marsh termasuk ahli gabungan Marsh yang sesuai, maklumat peribadi tentang diri mereka ("maklumat peribadi") yang berkaitan dengan pelaksanaan proses perniagaan kami, termasuk pelaksanaan perkhidmatan dan/atau produk, penyediaan cadangan, penyediaan sebut harga, mengatur perlindungan insurans, menguruskan tuntutan, pengurusan hubungan pelanggan dan menjalankan semakan untuk konflik dalaman. Maklumat peribadi tersebut mungkin termasuk maklumat atau data yang diberikan oleh anda atau pihak lain atau dari sumber lain, dan mungkin termasuk, tetapi tidak terhad kepada data sejarah atau sedia ada dan/atau data yang perlu dikumpulkan pada masa hadapan. Maklumat peribadi tersebut mungkin tertakluk kepada perlindungan data yang berkenaan, privasi dan lain-lain perundangan yang serupa dan mungkin termasuk salinan dan butir lain dokumen pengenalan diri, bukti alamat dan butiran hubungan lain, anutan agama, falsafah atau fahaman politik, maklumat mengenai umur, status perkahwinan, kaum atau etnik asal, pendidikan, genetik atau kehidupan seksual, kesihatan fizikal atau mental atau keadaan / diagnosis perubatan, keutamaan pemakanan, perlakuan atau apa-apa kesalahan atau prosiding bagi apa-apa kesalahan yang dilakukan atau didakwa telah dilakukan, pelupusan prosiding sedemikian atau hukuman yang dijatuhkan oleh mana-mana Mahkamah dalam prosiding tersebut.

Apabila anda menyediakan Marsh dengan maklumat peribadi yang berkaitan dengan pekerja anda, tanggungan dan/atau individu lain yang anda wakili, anda akan mematuhi peruntukan undang-undang berkaitan perlindungan data atau perundangan privasi yang terpakai dari semasa ke semasa setakat yang berkenaan dengan Perjanjian ini. Ini termasuk, tanpa had: (i) kewajipan, jika ada, bagi anda untuk mendapatkan apa-apa persetujuan yang diperlukan berhubung dengan pemindahan maklumat kepada MARSH oleh pembekal atau mana-mana pihak ketiga berkaitan dengan individu yang dikenal pasti atau boleh dikenal pasti yang tertakluk kepada perlindungan data yang terpakai, privasi atau lain-lain perundangan yang serupa dan (ii) apa-apa obligasi berkenaan dengan penggunaan, pendedahan dan pemindahan oleh MARSH maklumat peribadi yang perlu untuk menjalankan obligasinya di bawah Perjanjian ini.

2. Maklumat peribadi yang anda berikan akan dikumpul, digunakan dan sebaliknya diproses oleh MARSH untuk tujuan berikut:
  - 2.1 prosedur pengurusan perhubungan pelanggan, termasuk mana-mana kemungkinan pemeriksaan konflik yang mungkin diperlukan;
  - 2.2 penyampaian perkhidmatan atau produk kepada pelanggan;
  - 2.3 sebarang tujuan yang diperuntukkan secara khusus dalam mana-mana perkhidmatan atau produk tertentu yang ditawarkan oleh MARSH;
  - 2.4 menjalankan aktiviti pemasaran dan pemprofilan pelanggan berhubung dengan insurans dan perkhidmatan dan produk yang berkaitan (termasuk yang disediakan oleh MARSH, ahli gabungan Marsh dan pihak ketiga terpilih untuk tujuan meningkatkan perkhidmatan kami kepada pelanggan atau yang kami fikir boleh menarik minat pelanggan);
  - 2.5 penilaian kredit dan lain-lain pemeriksaan latar belakang pelanggan sepertimana yang MARSH rasakan perlu atau sesuai;
  - 2.6 penyimpanan rekod dalaman MARSH;
  - 2.7 kutipan bayaran tertunggak daripada pelanggan;

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- 2.8 mencegah jenayah (termasuk tetapi tidak terhad kepada penipuan, Perubahan Wang, sogokan);
  - 2.9 pematuhan apa-apa syarat perundangan atau kawal selia yang berkaitan dengan penyediaan perkhidmatan dan produk MARSH dan untuk membuat penzahiran di bawah keperluan mana-mana perundangan yang terpakai, peraturan, arahan, perintah mahkamah, By-Law, garis panduan, Pekeliling, kod yang terpakai untuk MARSH atau ahli gabungan Marsh; dan
  - 2.10 bagi sebarang tujuan tambahan atau berkaitan dengan mana-mana perkara di atas (termasuk tetapi tidak terhad kepada tujuan penyelidikan, penandaarasan dan analisis statistik).
3. MARSH boleh memberikan atau mendedahkan maklumat peribadi ini kepada ahli gabungannya untuk tujuan-tujuan yang dinyatakan dalam perenggan 2 di atas.

### 4. Pengumpulan dan pendedahan

Maklumat peribadi yang diberikan kepada MARSH secara umumnya akan dirahsiakan tetapi anda dengan ini bersetuju dan membenarkan MARSH untuk mengumpul, menyediakan atau mendedahkan maklumat peribadi anda untuk tujuan yang dinyatakan dalam perenggan 2 di atas dari atau kepada:

- 4.1 mana-mana pihak yang mana MARSH dipaksa atau dikehendaki berbuat demikian di bawah perundangan atau sebagai tindak balas kepada agensi yang kompeten atau kerajaan;
  - 4.2 pihak yang berkaitan mengatur insurans atau menyediakan perkhidmatan tuntutan atau manfaat Perkhidmatan pentadbiran atau perkhidmatan kesihatan seperti syarikat insurans, organisasi penyelenggaraan Kesihatan, ejen dan penyedia perkhidmatan (termasuk tetapi tidak terhad kepada perunding, penyelidikan pasaran dan Syarikat jaminan kualiti);
  - 4.3 Ahli gabungan Marsh;
  - 4.4 agensi kerajaan dan pengawal selia industri;
  - 4.5 Juruaudit MARSH, Akauntan, peguam atau penasihat kewangan atau penasihat profesional lain;
  - 4.6 sub-kontraktor atau pihak ketiga yang membekalkan perkhidmatan atau pembekal produk yang diputuskan oleh MARSH sebagai perlu atau sesuai, selaras dengan perenggan 2 dan perenggan 7; dan
  - 4.7 Pihak-pihak tertentu seperti yang anda arahkan atau perlukan.
5. Anda bersetuju untuk memberikan, dan untuk majikan anda, syarikat insurans, organisasi penyelenggaraan kesihatan, ejen dan/atau pembekal perkhidmatan pihak ketiga untuk menyediakan kepada MARSH maklumat peribadi anda untuk tujuan yang dinyatakan dalam perenggan 2 di atas.
  6. Kegagalan memberikan maklumat peribadi tersebut boleh menyebabkan MARSH tidak dapat menyediakan kepada pelanggan dan anda dengan perkhidmatan dan/atau produk yang diminta.
  7. Perlindungan

MARSH mengesahkan bahawa MARSH telah melaksanakan kawalan dan prosedur pentadbiran dan keselamatan yang sesuai dan selaras mengikut undang-undang dan peraturan yang diguna pakai untuk menghalang pemprosesan maklumat peribadi anda tanpa kebenaran atau yang menyalahi undang-undang dan yang boleh mengakibatkan sebarang kehilangan atau kemusnahan atau kerosakan kepada maklumat peribadi anda.

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### 8. Pemindahan data

Apabila MARSH menganggap ia perlu atau sesuai untuk tujuan penyimpanan data atau memproses atau menyediakan apa-apa perkhidmatan atau produk bagi pihak kami untuk anda, kami boleh memindahkan maklumat peribadi anda kepada pihak gabungan kami atau kepada pihak ketiga yang membekalkan perkhidmatan atau produk di dalam atau di luar negara di mana MARSH ditubuhkan, di bawah syarat kerahsiaan dan tahap perlindungan keselamatan yang sama.

### 9. Hak akses dan pembetulan anda

Anda mempunyai hak untuk meminta akses dan pembetulan maklumat anda yang dipegang oleh MARSH dan anda boleh:

- 9.1 semak sama ada MARSH memegang atau menggunakan maklumat peribadi anda dan meminta akses kepada data tersebut;
- 9.2 meminta agar MARSH membetulkan mana-mana maklumat peribadi anda yang tidak tepat, tidak lengkap atau sudah lapuk;
- 9.3 meminta bahawa MARSH menyatakan atau menerangkan dasar dan prosedur berhubung dengan data dan jenis maklumat peribadi yang dikendalikan oleh MARSH;
- 9.4 berkomunikasi dengan MARSH berkenaan bantahan anda terhadap penggunaan maklumat peribadi anda untuk tujuan pemasaran di mana MARSH tidak akan menggunakan maklumat peribadi anda untuk tujuan ini; dan
- 9.5 menarik semula sepenuhnya atau sebahagian, persetujuan yang anda berikan sebelum ini,

dalam setiap kes tertakluk kepada mana-mana sekatan undang-undang yang digunapakai syarat kontrak, polisi/prosedur dalaman yang munasabah, tempoh masa yang munasabah (selaras dengan undang-undang yang berkenaan) serta, dalam kes permintaan untuk akses, bayaran yang berpatutan (di mana dibenarkan di bawah undang-undang yang berkenaan dan sebagaimana yang akan dimaklumkan oleh pihak MARSH kepada anda secara bertulis apabila menerima permintaan anda).

10. Permintaan bertulis untuk akses kepada maklumat peribadi atau pembetulan dan/atau penghapusan maklumat peribadi atau untuk maklumat mengenai dasar dan prosedur dan jenis maklumat peribadi yang dikendalikan oleh MARSH boleh dihantar kepada [Asia.Information@marsh.com](mailto:Asia.Information@marsh.com)

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Saya telah membaca dan memahami sepenuhnya terma-terma dan syarat-syarat yang dinyatakan dalam Pernyataan Pengumpulan Maklumat Peribadi dan memberi kebenaran untuk pengumpulan, penggunaan, pemindahan dan pemprosesan maklumat peribadi saya selaras dengan syarat Pernyataan Pengumpulan Maklumat Peribadi ini.

Tandatangan :

Nama Syarikat Pelanggan :

Nama Kakitangan / Penandatangan Syarikat yang dibenarkan :

Tarikh :





**Marsh Insurance Brokers (Malaysia) Sdn  
Bhd**

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