Life Insurance/Family Takaful Agent Registration Handbook

2026

Version 3.0

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A LIFE INSURANCE/FAMILY TAKAFUL AGENT REGISTRATION HANDBOOK

1. Short Title and Commencement

1.1. This Handbook may be cited as the **Life Insurance / Family Takaful Agent Registration Handbook** (hereinafter referred to as the **'Handbook'**)

1.2. This Handbook shall come into force since **01 January 2019.**

2. Application of this Handbook

2.1. This Handbook shall apply to Agents who does all or any of the following:

2.2. solicits/procures or obtains a proposal for insurance or takaful on behalf of a life insurer or family takaful operator;

2.3. offers or assumes to act on behalf of a life insurer or family takaful operator negotiating a policy/certificate;

2.4. does any act on behalf of a life insurer or family takaful operator in relation to the issuance, renewal or continuance of a policy/certificate;

2.5. brokers and reinsurers/retakaful are excluded from this Handbook.

3. Definition and Interpretation

3.1. For the purpose of this Handbook, agents are classified into two (2) categories:

a. Individual Agent or

b. Corporate Agent.

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

'Corporate agent' means any company registered under the Companies Act, (Chapter 39) or any co-operative society registered under the Co-operative Societies Act, (Chapter 84) that is contracted with a registered life insurer and/or family takaful operator.

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

'The Authority' refers to Brunei Darussalam Central Bank (BDCB).

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

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

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

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

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

'BITA' means Brunei Insurance and Takaful Association.

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

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

'Principal' refers to the life insurer or family takaful operator who is registered under the Insurance Order 2006 and Takaful Order 2008, that an agent represents.

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

4. Person Disqualified from being an Agent (Fit & Proper Criteria)

4.1. Any person is not allowed to act as an Agent under the following situations:

a. is found to be of unsound mind;

b. has been convicted of any criminal offence including that involving criminal misappropriation, criminal breach of trust, cheating or forgery or abatement of or attempt to commit any such offence;

c. has been convicted of an offence or held to have committed an act involving fraud, dishonesty or misrepresentation (against any Member or against any person having official dealings with such Member);

d. has been adjudicated a bankrupt and the bankruptcy is undischarged, or is or has been the subject of a bankruptcy petition with Receiving Order made and the Official Receiver (OR) is constituted as receiver of the property of the debtor;

e. have misappropriated premium/contribution or otherwise committed inappropriate acts whilst dealing in life insurance and/or family takaful business; or

f. has had his Certificate of Registration and/or License cancelled by the Authority.

g. has been admitted to the "BITA Blacklist" registry.

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

5.1. An individual agent and corporate agent shall comply with the following minimum requirements before he/she can be registered.

5.2. An agent is permitted to represent up to two (2) Principals, subject to the condition that the appointments comprise of one (1) Conventional Life license and one (1) Family Takaful License only.

5.3. Every person applying for registration to the Authority shall, in addition to the requirements and/or stipulations mentioned in this Handbook, comply with the Minimum Requirements as mentioned below:

5.3.1 Individual Agent

a) 'Individual agent' must fulfill the following criteria:

b) must be a Brunei citizen or permanent resident;

c) foreign spouse of citizen or permanent resident of Brunei with valid permit document for working in the country;

d) at least of 21 years of age;

e) must possess at least 2 GCE 'O' level or at least 3 years working experience;

f) must pass pre-contract examination for life/family takaful agent conducted by Brunei Institute of Leadership and Islamic Finance (BILIF), Malaysia Institute of Insurance (MII), Singapore College of Insurance (SCI) or any other relevant examination recognized by the Authority.

g) does not currently represent another Principal of the same category to which the license is currently begin applied (requirements for General Insurance and/or General Takaful Operator to be referred to the General Insurance/Takaful Agent Registration Handbook and Guidelines)

h) must satisfy the creditworthiness criteria as prescribed by the principal's credit control policy. The creditworthiness checks shall include but not limited to:
   i. Bankruptcy Register Search;
   ii. Outstanding Payment positions (with other Principal(s)) check; and
   iii. BITA Blacklist Registry check.

5.3.2. Corporate Agent

a) must be a company incorporated or registered under the Companies Act [Chapter 39] of Negara Brunei Darussalam; or

b) must be a co-operative society registered under the Co-operative Societies Act [Chapter 84] of Negara Brunei Darussalam; and

c) the shareholder(s) of the company/members of a co-operative society is/are citizens or permanent residents of Brunei Darussalam;

d) must not be a company in respect of which an application or petition for winding up, appointment of judicial manager or appointment of receiver has been filed in Court and is pending; and

e) does not currently represent another Principal of the same category to which the license is currently begin applied (requirements for General Insurance and/or General Takaful Operator to be referred to the General Insurance/Takaful Agent Registration Handbook and Guidelines).

5.3.3. Where a corporate nominee is appointed, he/she must be:

a) at least twenty-one (21) years of age;

b) citizen or permanent resident of Brunei Darussalam, or a foreign spouse of a citizen or permanent resident of Brunei Darussalam;

c) the principal officer or such other officer of the corporate agent; and

d) engaged full-time either in the principal officer or at branch(es) of the corporate agent;

e) must pass pre-contract examination for life/family takaful agent conducted by Brunei Institute of Leadership and Islamic Finance (BILIF), Malaysia Institute of Insurance (MII), Singapore College of Insurance (SCI) or any other relevant examination recognized by the Authority.

f) must satisfy the creditworthiness criteria as prescribed by the principal's credit control policy. The creditworthiness checks shall include but not limited to:
   i. Bankruptcy Register Search;
   ii. Outstanding Payment positions (with other Principal(s)) check; and
   iii. BITA Blacklist Registry check.

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

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

6.1. An agent shall:

a. identifies themselves as an insurance agent acting on behalf of the relevant Principal;

b. disclose their registration number if so requested and display their registration number on his business cards if they are distributed;

c. conduct business with utmost good faith, high level of professionalism and integrity;

d. place the interests of their prospects/clients before their own;

e. make every reasonable effort to ensure that the policy proposed is suitable to the needs and resources of the prospective policyholders as disclosed to the insurance/takaful agent;

f. give advice only on matters in which they are competent to deal with or otherwise seek advice from their Principal when necessary;

g. make full and accurate disclosure of all facts necessary for each policy recommended in order for their prospects/clients to make sound decisions and understand what they are buying;

h. continue to provide reliable post sales service to their clients/participants/beneficiaries;

i. observe and be in compliance with all laws and regulations as well as abide by the corporate guidelines of the applicable Principals;

j. treat all information provided by the prospective policyholder as confidential and disclose such information solely to the Principal to whom the business is being offered; and

k. exercise due diligence when using or participating in social media especially so when acting in their professional capacity as an agent.

6.2. An agent shall not:

a. Manipulate, make any false or inaccurate or misleading statement/representation regarding the terms and provisions of the contract/product being sold/offered or about any Principal or other agents;

b. Rebate or attempt to rebate, directly or indirectly, in part or in full of the premium/contribution or provide any consideration/inducement to purchase/participate a policy/certificate;

c. Facilitate or induce any prospects/clients to terminate or partially withdraw any fund including in the form of a loan for the purpose of replacing it with another policy/certificate/contract in a way which would act against the best interests of the policyholders/participants; and

d. Practice the passing of business by selling/offering on behalf of another agent or obtain business by getting others to sell for them.

7. License, Certificate of Registration, and Identification

7.1. An Agent shall have their valid registration certificates at their registered business address and have a digital copy in hand when meeting policyholders;

7.2. An Agent shall indicate below his name that he is a "registered insurance agent" or "registered takaful agent" in all advertisement, letterheads, signboards, brochures, business cards or other publications.

7.3. Where an agent is licensed to represent both a conventional life Principal and a family takaful Principal, the agent shall, prior to and at the point of sale, clearly inform the customer which Principal the agent is representing and whether the product offered is conventional or Shariah-compliant.

8. Disclosure and Restriction of Other Interest

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

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

9. Training

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

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

9.3. Principals must conduct product training and ensure the assessments are completed satisfactorily by agents prior to the product being sold.

9.4. A registered insurance and takaful agent shall comply with any Continuous Professional Development (CPD) requirements as imposed by the Authority; and

9.5. A registered insurance and takaful agent shall pass any certification as required by the Authority.

10. Agent Registrar

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

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

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

10.4. The Registrar shall also perform such other duties as may be assigned by the Authority from time to time.

10.5. BITA will maintain a registry of blacklisted agents. No member shall appoint, engage, or otherwise employ any blacklisted individual in any capacity, whether as staff or as an agent.

11. Application for Registration as an Agent under this Handbook

11.1. Any person who intends to be registered as an agent shall apply to BDCB through a Principal for the issuance of a license. The Principal shall ensure that the appropriate due diligence is carried out prior to the submission of the application. Please refer to Appendix A for the process.

11.2. The application of registration shall be submitted to the Registrar for further review and clearance. Thereafter, subject to approval by the Authority, confirmation of fee applicable shall be provided to the application agent to which they must make payment directly to the Registrar and Authority accordingly prior to the issuance of the license. Please refer to Appendix B for details.

11.3. The Registrar shall perform due diligence including:

a. internal checks to verify that the applicant is not listed in the Registrar blacklist registry.
b. The applicant is not currently appointed or contracted agent in the same category of the license currently applied.
c. Has settled all outstanding premium with other affiliated Principal.
d. Currently not a subject under investigation involving insurance & takaful intermediary fraud/misconducts/serious disciplinary.

11.4. A person shall not engage in soliciting/procuring and obtaining any life insurance or family takaful business until a license has been issued by the Authority and the agent has entered into an agreement with the Principal..

12. Corporate Nominee

12.1. The appointment of a corporate nominee or nominees by a corporate agent shall be subject to the approval of the Registrar. A corporate agent shall satisfy the Registrar that the nominated person intended to be appointed has fulfilled at least the Minimum Requirements for an agent as stated in Clause 5. A corporate nominee can also be a foreign spouse of citizen or permanent resident of Brunei Darussalam.

12.2. All the clauses contained in this Handbook relating to the conduct, function and restrictions on individual agent shall apply equally to corporate nominee.

12.3. The corporate nominee must be a full-time employee of the corporate agent.

13. Enforcement of the Handbook by the Registrar

13.1. The Authority is responsible for registering, licensing and regulating agents.

13.2. The Principals shall be responsible for the training of their agent to equip them with proper knowledge and competency.

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

14.1. Where a person has been registered in the Register, the Registrar will issue a Certificate of Registration with an agent Identification number (hereinafter referred to as 'identification documents').

14.2. If the agent ceases to represent the Principal to which he is an authorized agent, the Member will notify the Registrar and the Authority within thirty (30) days from the date the agent agreement ceases.

14.3. Upon the application and payment as aforesaid, the Registrar shall, if satisfied that an agent has a continuing agent agreement with the Principal, issue a renewal Certificate of Registration.

14.4. A renewal Certificate of Registration shall be valid (unless cancelled earlier) for a period of twelve (12) months.

15. Presumption as to the Register

15.1. The Registrar shall ensure due diligence in the maintenance of the Register and review the Register on an annual basis.

15.2. The entry of a person name on the Register shall be prima facie evidence that the person described therein is duly registered by the Registrar to solicit/procure in life insurance and family takaful business for the Principal which he represents.

15.3. The absence of any person's name from the Register shall be prima facie evidence that the person is not licensed to solicit/procure in life insurance and family takaful business under the Handbook for any Member.

16. Notification of Changes

16.1. An Agent shall seek the approval of the Authority, if there is intent to make changes to the information provided in the registration application form after they are duly registered. This includes changes to the insurance agent's business or company name, co-operative societies' name, office address, and corporate nominees of the corporate agent. The Authority may issue a new certificate of registration upon approval of any changes to the information provided in the registration form;

16.2. The Principal will be responsible to maintain the updated information of the agents. The updated information shall be provided to the Registrar upon renewal. Unless in the event of material changes such as name and IC, notification will be made to the Registrar within thirty (30) days upon the information made available to the Member.

16.3. If an agent ceases to represent the Principal, notification must be provided to the Authority and Registrar by the following month.

17. Correction or Alteration of the Register

17.1. The Registrar shall, where necessary amend, from the Register any particulars which come to his knowledge regarding such agent.

17.2. The Registrar may remove from the Register the name of an agent who is deceased.

17.3. The Registrar to record in the Register any status of suspension, cancellation or refusal of any agent pursuant to clause 17 below.

17.4. The Registrar may publish in any manner as it reasonably deems fit any action taken pursuant to clause 16.3 above.

17.5. The Registrar shall duly inform the Authority of such changes in writing not later than thirty (30) days from the day of notification.

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

18.1. Should any persons applying for registration or has already been registered in the Register be found to not be in compliance with Clause 4, then their registration may be refused, suspended or cancelled without notice. The Registrar shall issue a notice to the Principal and initiate steps to terminate any active contract with the Principal.

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

a. the person has obtained registration by a fraudulent or incorrect statement; or
b. there is no subsisting contract agreement with any life insurance company or family takaful operator he purports to represent.

18.2. Where the Registrar intends to reject, suspend or cancel the Certificate of Registration of any person and to remove his name from the Register, the Registrar shall give seven (7) working days prior notice to the person concerned to appear before the Registrar to give any evidence or explanation as the Registrar deems fit.

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

18.3. The Registrar shall without delay notify the Authority and the Principal.

18.4. The Registrar may order suspension of the Certificate of Registration of an agent whose conduct is under investigation by the Authority or the Registrar and may lift the suspension upon such terms as the Registrar shall deem fit.

18.5. Any person whose Certificate of Registration has been cancelled or suspended and subsequently reinstated, the Registrar may direct that the suspension be lifted from the register and the name of that person be re-entered in the register.

18.6. Any person who fails to renew within 2-months of expiry, will be suspended and any request for reinstatement thereafter will subject to re-registration and approval by the Authority.

19. Cooling-off Period

19.1. Any person whose Certificate of Registration has been cancelled due to voluntary discontinuation or who have been terminated, otherwise other than for misconduct or fraud, the Registrar may consider reinstate his Certificate of Registration with the existing principal after a cooling-off period of one (1) month from the date of cancellation.

19.2. Any person whose Certificate of Registration has been cancelled due to voluntary discontinuation or who have been terminated, otherwise other than for misconduct or fraud, the Registrar may consider the re-application of his Certificate of Registration with new principal after a cooling-off period of six (6) month from the date of cancellation.

20. Payment of Premium/Contribution

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

21. Commissions/Wakalah Fees

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

21.2. No Commission/Wakalah Fee of whatsoever nature shall be paid by or given by any Principal to any person who is not an agent registered by the Authority and the Registrar, whether directly or indirectly, for procuring, selling, transacting, dealing or negotiating any life insurance or family takaful business for or on behalf of or for benefit of that Principal. Engagement of sub-agent dealings, activity or transaction is strictly prohibited and will be deem to have contravened this hand book.

22. Contravention of Handbook by an Agent

22.1. An agent who acts in contravention of or has not complied with any of the clauses in these Handbook shall have or be deemed to have committed an offence and his Certificate of Registration and License may be liable to be cancelled.

22.2. Where the Registrar has reason to believe that an agent has acted in contravention of this Handbook, the Registrar may issue orders to an agent concerned requiring the presentation of written statements, any material or information used by him in the course of soliciting for life insurance or family takaful business.

22.3. For the purpose of this Handbook, an agent shall be deemed to have failed to comply with an order of the Registrar if he fails to comply or act with it within thirty (30) days after receipt of a written notice from the Registrar.

23. Inquiries into Complaints

23.1. If Registrar receives a complaint from the public on an agent, the Registrar will direct the complaint to the Principal to investigate with a copy to the Authority. Depending on the level of complexity of the case, The Principal is to inform the Registrar of the findings within thirty (30) days and within ninety (90) days if the case is more complex in nature. Upon receiving a response from the Principal, the Registrar will reply to the complainant. Complaints can be in the form of written complaints directly received by the Registrar or indirectly through media or any other forum.

23.2. Any misconduct by the agent will be seriously dealt with by the Principal. Principal and the Register may impose penalty on the agent in accordance to the severity of the misconduct by the agent. If the agent is found guilty of misappropriation, then the agent will be blacklisted.

23.3. In the event, the Principal does not provide a formal written response to the Registrar two (2) months from the complaint, the Registrar will escalate the matter to the Authority for further action.

24. Exemption from Liability

24.1. Any person nominated, employed, or appointed in connection with the administration, implementation and enforcement of the Handbook shall not be responsible for any act or omission of any agent on its Register.

24.2. No suit or other legal proceedings shall lie against the Registrar or any person nominated, employed, or appointed in connection with the administration, implementation, and enforcement of the Handbook for any act done in good faith in the performance or intended performance of any duty, or in the exercise of any power herein, or for any neglect or default in the performance or exercise in good faith of such duty or power.

24.3. Any person nominated, employed, or appointed in connection with the administration, implementation and enforcement of the Handbook shall not be liable to any action for defamation at the suite or any person in respect of any statement made in the course of or in discharge of its or his function or duty whether the statements are made orally or in writing.

25. Miscellaneous

25.1. Important notices shall be in writing, and shall be addressed to the last known address of the addressee. Unless otherwise specified herein, all notices or any other communication to or upon any part shall be deemed to have been given in the case of notices by hand. In the case of notices by acknowledge receipt letter, seven (7) working days after the same is sent by registered post.

**Important Notices includes but not limited to letter of suspension, letter of termination and any other legal notices.*

25.2. In this Handbook, unless the context otherwise requires, words importing the masculine gender shall include the feminine and words in the singular shall include the plural.

25.3. An agent shall fulfil any other such conditions that may be imposed by the Authority from time to time.

26. Registration Fee and Annual Fee for the Authority

26.1. Applicants that have been approved for registration as an agent are subject to the following fees which shall be made payable to the Authority:

26.1.1. One-time Registration fee:
- a) corporate agent = BND2,000;
- b) individual agent = BND300;

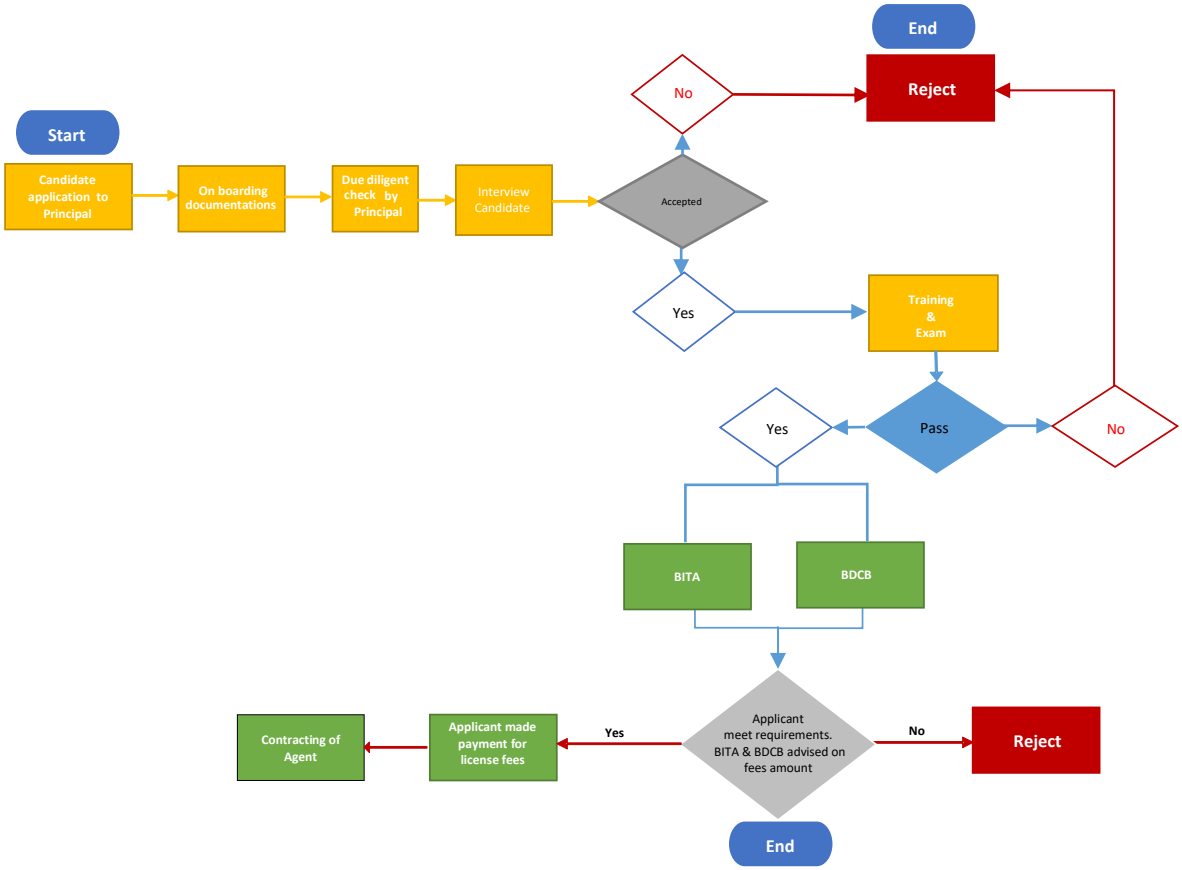
26.1.2. Annual license fee:
- a) corporate agent = BND1,000;
- b) individual agent = BND200.

26.2. Thereafter, the above annual license fee shall be made payable to the Authority upon renewal.

26.3. Where the registration of a life insurance/family takaful agent is effective from any date other than the Authority designated renewal date, the annual license fee for that particular year shall be pro-rated.

Appendix A

PRE CONTRACT LICENSING FOR LIFE/FAMILY TAKAFUL AGENT

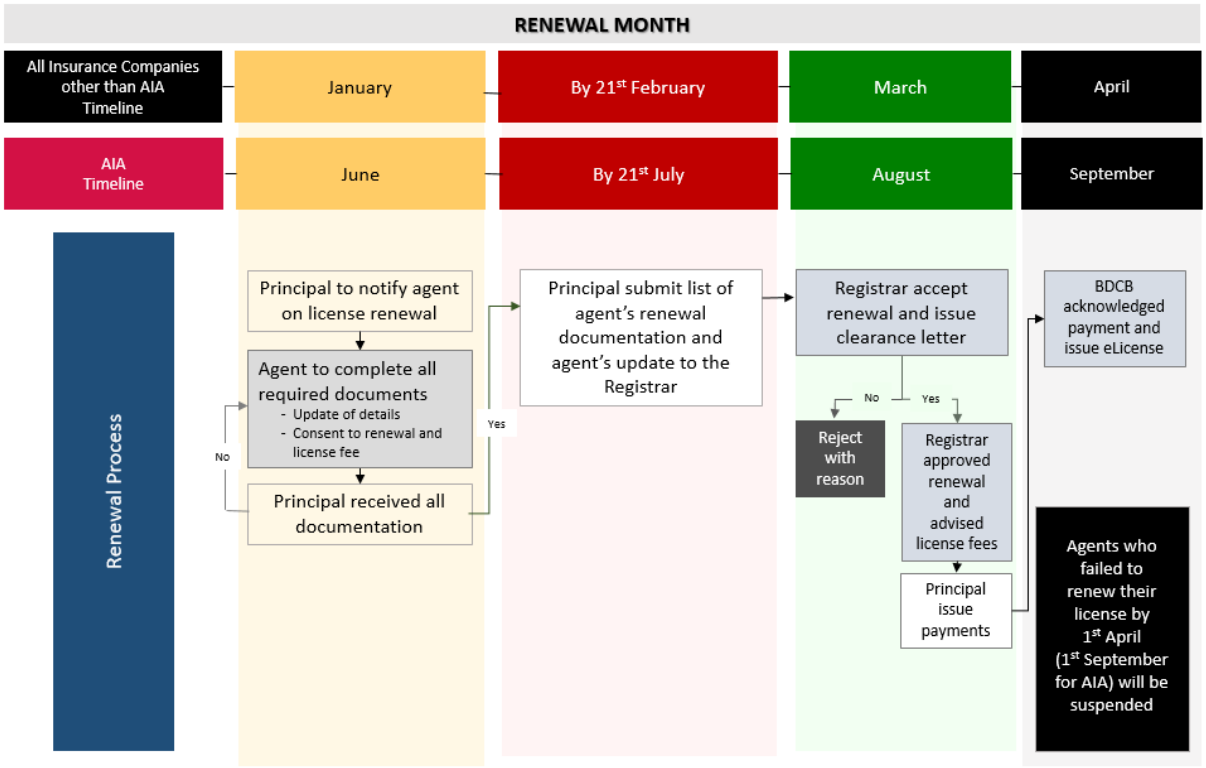


RENEWAL OF CERTIFICATE OF REGISTRATION & LICENSE FOR LIFE INSURANCE/FAMILY TAKAFUL AGENT

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

RENEWAL DATE FOR AIA
EVERY 1ST SEPTEMBER

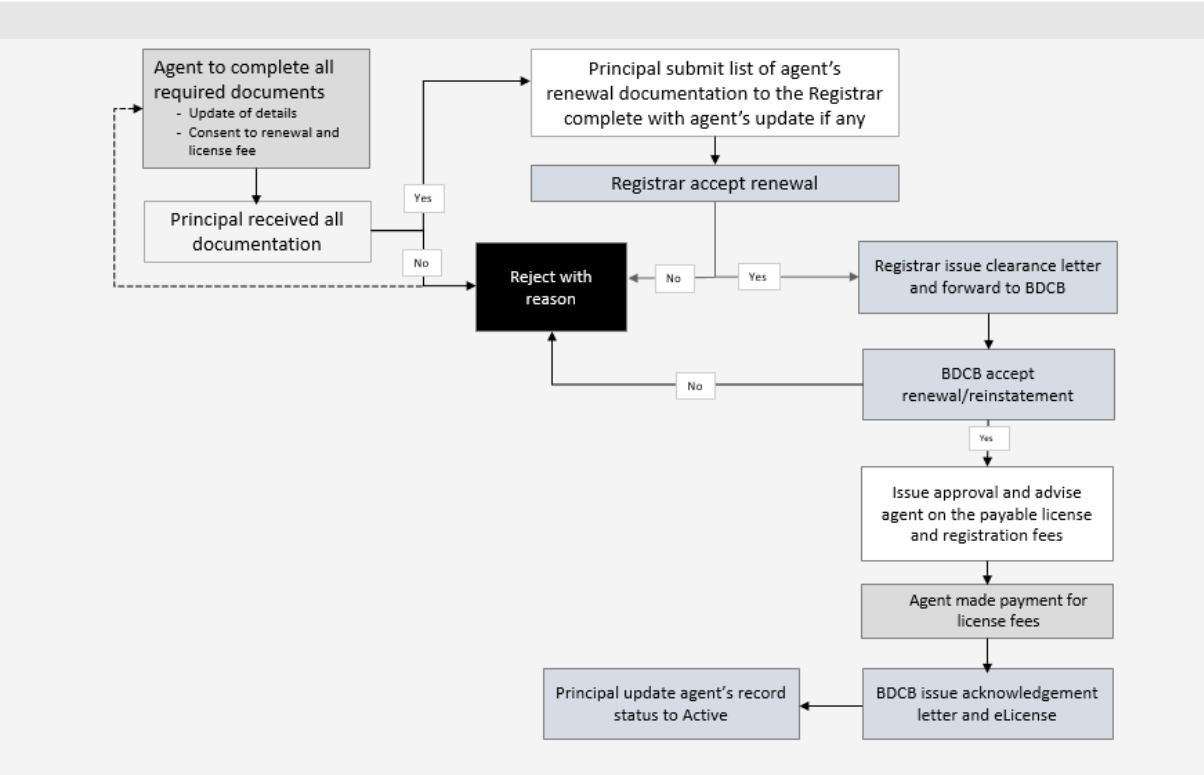
WORK PROCESS FOR RENEWAL OF AGENTS LICENSE



Appendix C

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

WORK PROCESS FOR REINSTATEMENT OF AGENTS LICENSE



Appendix D

FEES STRUCTURES PAYABLE TO BITA

1. The Registration and Renewal fee charges for the Certificate of Registration is payable to BITA on an annual basis and are shown in the table below. Registration fees are refundable only if unsuccessful.

2. Where the registration of a life insurance/family takaful agent is effective from any date other than the 1st day of April (1st September for AIA), the annual Certificate of Registration fee for that particular year will be pro-rated.

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

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

Document History:

Version 2.0			
Amended date:	28 November 2022	Effective date:	28 November 2022
Section A – Life Agent Registration Handbook			
New Inserted Clause			
4.1 (g)	has been admitted to the "BITA Blacklist" registry.		
5.3.1 (h)	must satisfy the creditworthiness criteria as prescribed by the principal's credit control policy. The creditworthiness checks shall include but not limited to: i. Bankruptcy Register Search; ii. Outstanding Payment positions (with other Principal(s)) check; and iii. BITA Blacklist Registry check.		
5.3.3	Where a corporate nominee is appointed, he must be: a). at least twenty-one (21) years of age; b). citizen or permanent resident of Brunei Darussalam, or a foreign spouse of a citizen or permanent resident of Brunei Darussalam; c). the principal officer or such other officer of the corporate agent; and d). engaged fulltime either in the principal officer or at branch(es) of the corporate agent; e). must pass pre-contract examination for life/family takaful agent conducted by Brunei Institute of Leadership and Islamic Finance (BILIF), Malaysia Institute of Insurance (MII), Singapore College of Insurance (SCI) or any other relevant examination recognized by the Authority. f). must satisfy the creditworthiness criteria as prescribed by the principal's credit control policy. The creditworthiness checks shall include but not limited to: i. Bankruptcy Register Search; ii. Outstanding Payment positions (with other Principal(s)) check; and iii. BITA Blacklist Registry check.		
6.1 (a)	identify himself as an insurance agent acting behalf of the insurer		
6.1 (b)	discloses his registration number if so requested and identify his registration number on his business cards if they are distributed		
6.1 (e)	make every reasonable effort to ensure that the policy proposed is suitable to the needs and resources of the prospective policyholders as disclosed to the insurance/takaful agent		
6.1 (f)	give advice only on those matters in which he is competent to deal with or otherwise seek advice from his insurer when necessary		
6.1 (h)	explain the specific differences to which he is referring when making comparisons with other types of policies		
7.1	An Agent shall display their valid registration certificates at their registered business address and may have a digital copy in hand when meeting policyholders;		
7.2	An Agent shall indicate below his name that he is a "registered insurance agent" or "registered takaful agent" in all advertisement, letterheads, signboards, brochures, business cards or other publications		
9.4	A registered insurance and takaful agent shall fulfil Continuous Professional Development (CPD) requirement as may be imposed by the Authority; and		
15.1	BITA shall ensure due diligence in the maintenance of the Register and review the Register on an annual basis.		
16.1	An Agent shall seek the approval of the authority, if he intends to make changes to the information provided in the registration application form after he is duly registered. This includes changes to the insurance agent's business or company name, co-operative societies' name, office address, and corporate nominees of the corporate agent. The Authority may issue a new certificate of registration upon approval of any changes to the information provided in the registration form;		
19.1	Any person whose Certificate of Registration has been cancelled due to voluntary discontinuation or who have been terminated, otherwise other than for misconduct or fraud, the Registrar may consider reinstate his Certificate of Registration with the existing principal after a cooling-off period of one (1) month from the date of cancellation.		
19.2	Any person whose Certificate of Registration has been cancelled due to voluntary discontinuation or who have been terminated, otherwise other than for misconduct or fraud, the Registrar may consider the re-application of his Certificate of Registration with new principal after a cooling-off period of six (6) month from the date of cancellation.		
25.3	An agent shall fulfil any other such conditions that may be imposed by the Authority from time to time.		

Amended Clauses	
Existing Clause	*Amended Clause*
Whole document	
"Autoriti Monetari Brunei Darussalam"	"Brunei Darussalam Central Bank"
Previous Clause 4.1 (d)	Amended Clause 4.1 (d)
Bankrupt, or any step or petition is taken by any person to declare him a bankrupt or as a case may be, for the dissolution or winding up or a receiver or a judicial manager be appointed over the assets and undertakings of the agent;	has been adjudicated a bankrupt and the bankruptcy is undischarged or, is or has been the subject of a bankruptcy petition with Receiving Order made and the Official Receiver (OR) is constituted as receiver of the property of the debtor;
Previous Clause 4.1 (f)	Amended Clause 4.1 (f)
has had his Certificate of Registration and/or License cancelled	has had his Certificate of Registration and/or License cancelled by the Authority.
Previous Clause 11.3	Amended Clause 11.3
BITA to ensure the candidate is not currently a contracted agent and not an individual under the blacklist.	BITA to ensure the candidate is not currently a contracted life insurance/family takaful agent and not an individual under the blacklist. Due diligence, including outstanding premium position checks, shall be performed by BITA.
Previous Clause 14.2	Amended Clause 14.2
If the agent ceases to represent the Member to which he is an authorized agent, the Member will notify the Registrar and the Authority on a monthly basis within thirty (30) days from the date the agent agreement ceases.	If the agent ceases to represent the Member to which he is an authorized agent, the Member will notify the Registrar and the Authority on within thirty (30) days from the date the agent agreement ceases.
Previous Clause 18.6	Amended Clause 18.6
Any person who Certificate of Registration has been cancelled or suspended and subsequently reinstated, the Registrar may direct that the suspension be lifted from the register and the name of that person be re-entered in the register upon paying such fee as may be prescribed.	Any person whose Certificate of Registration has been cancelled or suspended and subsequently reinstated within 2-months, the Registrar may direct that the suspension be lifted from the register and the name of that person be re-entered in the register.
Previous Clause 21.2	Amended Clause 21.2
No Commission/Wakalah Fee of whatsoever nature shall be paid by or given by any Member to any person who is not an agent registered by the Authority and the Registrar, whether directly or indirectly, for procuring, selling, transacting, dealing or negotiating any life insurance or family takaful business for or on behalf of or for benefit of that Member.	No Commission/Wakalah Fee of whatsoever nature shall be paid by or given by any Member to any person who is not an agent registered by the Authority and the Registrar, whether directly or indirectly, for procuring, selling, transacting, dealing or negotiating any life insurance or family takaful business for or on behalf of or for benefit of that Member. Engagement of sub-agent dealings, activity or transaction is strictly prohibited and will be deem to have contravened this hand book.
Previous Clause 22.1	Amended Clause 22.1
An agent who acts in contravention of or has not complied with any of the clauses in these Handbook shall have or be deemed to have committed an offence and his Certificate of Registration and License shall be liable to be cancelled.	An agent who acts in contravention of or has not complied with any of the clauses in these Handbook shall have or be deemed to have committed an offence and his Certificate of Registration and License may be liable to be cancelled.
Previous Clause 23.1	Amended Clause 23.1
If BITA receives a complaint from the public on an agent, BITA will direct the complaint to the Member to investigate with a copy to AMBD. The Member will inform BITA of the findings within thirty (30) days. Upon receiving a response from the Member, BITA will reply to the complainant. Complaints can be in the form of written complaints directly received by BITA or indirectly through media or any other forum.	If BITA receives a complaint from the public on an agent, BITA will direct the complaint to the Member to investigate with a copy to AMBD. Depending on the level of investigations, The Member will inform BITA of the findings within thirty (30) days for investigation that is uncomplicated and within ninety (90) days for complicated investigation. Upon receiving a response from the Member, BITA will reply to the complainant. Complaints can be in the form of written complaints directly received by BITA or indirectly through media or any other forum.

Previous Clause 23.2	Amended Clause 23.2
Any misconduct by the agent will be seriously dealt with by the Member. If the agent is found guilty of misappropriation, then the agent will be blacklisted.	Any misconduct by the agent will be seriously dealt with by the Member. Member and the Register may impose penalty on the agent in accordance to the severity of the misconduct by the agent. If the agent is found guilty of misappropriation, then the agent will be blacklisted.
Previous Clause 25.1	Amended Clause 25.1
All notices or other communication shall be in writing, and shall be addressed to the last known address of the addressee. Unless otherwise specified herein, all notices or any other communication to or upon any part shall be deemed to have been given in the case of notices by hand.	Important notices shall be in writing, and shall be addressed to the last known address of the addressee. Unless otherwise specified herein, all notices or any other communication to or upon any part shall be deemed to have been given in the case of notices by hand. In the case of notices by acknowledge receipt letter, seven (7) working days after the same is sent by registered post. **Important Notices includes letter of suspension, letter of termination and any other legal notices*.
Previous Clause 26.3	Amended Clause 26.3
Where the registration of a life insurance/family takaful agent is effective from any date other than the 1st day of January, the annual license fee for that particular year will be pro-rated.	Where the registration of a life insurance/family takaful agent is effective from any date other than the Authority designated renewal date, the annual license fee for that particular year will be pro-rated.

Version 3.0			
Amended date:	16 June 2026	Effective date:	11 September 2026
Section A – Life Agent Registration Handbook			
Existing Clause		*Amended Clause*	
Previous Clause 5.2		Amended Clause 5.2	
An agent is allowed to represent only one (1) Principal. However, if the principal holding company has a family takaful licensed entity and life insurance licensed entity, the agent may represent both entities.		An agent is permitted to represent up to two (2) Principals, subject to the condition that the appointments comprise of one (1) Conventional Life license and one (1) Family Takaful license only.	
Previous Clause 5.3.1(g)		Amended Clause 5.3.1(g)	
Currently not representing any other Life Insurance Company or Family Takaful Operator; (but may represent General Insurance Company and/or General Takaful Operator provided the requirements under the General Insurance/Takaful Agent Handbook and Guidelines are observed);		does not currently represent another Principal of the same category to which the license is currently being applied (requirements for General Insurance and/or General Takaful Operator to be referred to the General Insurance/Takaful Agent Registration Handbook and Guidelines) .	
Previous Clause 5.3.2(e)		Amended Clause 5.3.2(e)	
Currently not representing any other Life Insurance Company or Family Takaful Operator; (but may represent General Insurance Company and/or General Takaful Operator provided the requirements under the General Insurance/Takaful Agent Handbook and Guidelines are observed);		does not currently represent another Principal of the same category to which the license is currently being applied (requirements for General Insurance and/or General Takaful Operator to be referred to the General Insurance/Takaful Agent Registration Handbook and Guidelines).	
Previous Clause 9.3		Amended Clause 9.3	
Members to conduct product training and exam to agents before selling.		Principals must conduct product training and ensure the assessments are completed satisfactorily by agents prior to the product being sold.	
Previous Clause 9.5		Amended Clause 9.5	
Must pass certification as required by the Authority.		A registered insurance and takaful agent shall pass any certification as required by the Authority.	
Previous Clause 10.5		Amended Clause 10.5	
BITA will maintain a register of blacklisted agents. No Members shall appoint any blacklisted persons as staff or agent.		No member shall appoint, engage, or otherwise employ any blacklisted individual in any capacity, whether as staff or as an agent.	
Previous Clause 11.1		Amended Clause 11.1	
Any person who wishes to be registered as an agent shall apply through the Member to BDCB for the issuance of license. Due diligence must be performed by the Member before the submission. Please refer to Appendix A for the process.		Any person who intends to be registered as an agent shall apply to BDCB through a Principal for the issuance of a license. The Principal shall ensure that the appropriate due diligence is carried out prior to the submission of the application.	
Previous Clause 11.2		Amended Clause 11.2	
An application for registration shall be made through BITA in the specified form and shall be accompanied by such documents and payment of the fee as may be required or prescribed by the BITA from time to time. Please refer to Appendix B for details.		The application of registration shall be submitted to the Registrar for further review and clearance. Thereafter, subject to approval by the Authority, confirmation of fee applicable shall be provided to the applicant agent to which they must make payment directly to the Registrar and Authority accordingly prior to the issuance of the license.	
Previous Clause 11.3		Amended Clause 11.3	
BITA to ensure the candidate is not currently a contracted life insurance/family takaful agent and not an individual		The Registrar shall perform due diligence including:	

under the blacklist. Due diligence, including outstanding premium position checks, shall be performed by BITA.	a. internal checks to verify that the applicant is not listed in the Registrar blacklist registry. b. The applicant is not currently appointed or contracted agent in the same category of the license currently applied. c. Has settled all outstanding premium with other affiliated Principal. d. Currently not a subject under investigation involving insurance & takaful intermediary fraud/misconducts/serious disciplinary.
Previous Clause 11.4	Amended Clause 11.4
A person shall not engage in soliciting/procuring and obtaining any life insurance or family takaful business until he/she has been issued a License by the Authority and has entered into an agency agreement with a Member.	A person shall not engage in soliciting/procuring and obtaining any life insurance or family takaful business until a license has been issued by the Authority and the agent has entered into an agreement with the Principal.
Previous Clause 12.1	Amended Clause 12.1
The appointment of a corporate nominee or nominees by a corporate agent shall be subject to the approval of the Registrar. A corporate agent shall satisfy the Registrar that the person intended to be appointed as a corporate nominee or nominees has at least fulfil the Minimum Requirements for an agent as stated in Clause 5. A corporate nominee can also be a foreigner holding a senior management position with a valid work permit or employment pass issued by the Labour Department, Ministry of Home Affairs, Brunei Darussalam.	The appointment of a corporate nominee or nominees by a corporate agent shall be subject to the approval of the Registrar. A corporate agent shall satisfy the Registrar that the nominated person intended to be appointed has fulfilled at least the Minimum Requirements for an agent as stated in Clause 5. A corporate nominee can also be a foreign spouse of citizen or permanent resident of Brunei Darussalam.
Previous Clause 16.3	Amended Clause 16.3
If an agent ceases to be with the Member, the Member will notify BDCB and BITA the following month accordingly.	If an agent ceases to represent the Principal, notification must be provided to the Authority and Registrar by the following month.
Previous Clause 18.1	Amended Clause 18.1
If any person applying for registration or already registered in the Register does not comply with the clause 4 of this Handbook, his registration shall be refused or be liable to be cancelled without notice whereupon the Registrar shall forthwith initiate steps to terminate his contract with the Principal and a notice issued by the Registrar to the Principal in this respect shall be binding on such Principal.	Should any persons applying for registration or has already been registered in the Register be found to not be in compliance with Clause 4, then their registration may be refused, suspended or cancelled without notice. The Registrar shall issue a notice to the Principal and initiate steps to terminate any active contract with the Principal.
Removed Clause	
Previous Clause 18.2 His Certificate of Registration may be rejected, suspended or cancelled as the Registrar deems fit whereupon the Registrar shall forthwith serve a notice of suspension or cancellation pursuant to clause 17.3 below to an agent and Principal he represents.	*Rationale for removal:* Repetition of Clause 18.1
Inserted New Clause	
7.3. Where an agent is licensed to represent both a conventional life Principal and a family takaful Principal, the agent shall, prior to and at the point of sale, clearly inform the customer which Principal the agent is representing and whether the product offered is conventional or Shariah-compliant.	
Whole document	
"BDCB"	"the Authority"
"Member"	"Principal"
"BITA"	"the Registrar"
"His/Her"	"Their"