

Agreement to Mediate
《調解協議書》

THIS AGREEMENT is made on the _____ day of _____ **BETWEEN:**
本協議書於 _____ 年 _____ 月 _____ 日簽訂，協議各方為：

(A) the “**Complainant**”

甲方：投訴人

_____ (Name of party 當事人姓名／名稱)

_____ (Address 地址)

AND

和

(B) the “**Member**”

乙方：會員

_____ (Name of party 當事人姓名／名稱)

_____ (Address 地址)

(each a “**Party**”, together the “**Parties**”)

(其中一方稱為「一方當事人」；兩方稱為「雙方當事人」)

AND

及

(C) the “**Mediator**”

丙方：調解員

_____ (Name of mediator 調解員姓名／名稱)

_____ (Address 地址)

Background

背景

1. The Parties have a dispute in relation to the following (the “**Dispute**”) which they cannot resolve:
雙方當事人就以下事情引起爭議（下稱「**爭議**」），一直未能解決：

2. With the intent of resolving the Dispute, the Parties agree to enter into mediation in accordance with the terms of this Agreement.

雙方當事人同意根據本《協議書》之條款，進行調解，以解決是次爭議。

Appointment of the Mediator

委任調解員

3. The Parties agree to accept the appointment of the Mediator by the Insurance Complaints Bureau (the “**ICB**”) to mediate the Dispute and the Mediator agrees to mediate the Dispute with the intent of resolving the Dispute to reach a negotiated settlement.

雙方當事人同意接受由保險投訴局（**投訴局**）委任的調解員調解是次爭議，而調解員同意進行調解，以協助雙方當事人解決是次爭議，並通過磋商達成和解協議。

Conduct of the mediation

進行調解

4. The mediation shall be conducted in accordance with the terms and conditions of this Agreement and the ICB Mediation Rules set out in Annex V of the Terms of Reference of the ICB (a copy of which is enclosed in this Agreement). The Parties and the Mediator agree to be bound by the rules set out in the ICB Mediation Rules.

調解須按照本《協議書》的條款及細則，以及投訴局《職權範圍》附件V訂明的投訴局《調解規則》（副本隨本《協議書》附上）進行。雙方當事人和調解員同意受投訴局《調解規則》所訂的規則約束。

5. The mediation shall be conducted on a confidential and without prejudice basis. The Parties' obligation of confidentiality is not affected by, and continues with full force and effect after, the conclusion of the mediation.

調解必須在保密及不偏不倚的情況下進行，在調解結束後，雙方當事人的保密責任仍然有效及必須遵守。

6. The language of mediation shall be decided by the Mediator, taking into consideration the Parties' preferences as far as practicable. If translation or interpretation service is required by any Party, the Party requiring such service shall bear its costs. If such service is jointly required, the Parties agree to share the costs on an equal basis. Such translator or interpreter shall sign a separate confidentiality agreement in the form set out in Annex VIII of the Terms of Reference of the ICB and comply with the ICB Mediation Rules as if he was a party to the mediation.

調解所用語言由調解員決定，調解員須盡可能考慮雙方當事人的意願。任何一方當事人如需要翻譯或傳譯服務，須自行承擔費用。如雙方當事人都需要翻譯或傳譯服務，在雙方同意下，則由雙方平均分擔費用。該翻譯員或傳譯員必須各自簽署《保密協議書》（格式如投訴局《職權範圍》附件VIII所示），並遵守投訴局《調解規則》，猶如他是參與調解的其中一方。

Governing law and jurisdiction

規管法例及司法權

7. This Agreement is governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region and the courts of the Hong Kong Special Administrative Region shall have exclusive jurisdiction to decide any matters arising out of or in connection with this Agreement.

本《協議書》須根據香港特別行政區的法律作解釋及受其規管，而香港特別行政區具有專有審判權，可就本《協議書》引起或與之有關的事宜作出裁定。

Signature 簽署：_____

Name 姓名／名稱：

Capacity 身份：

Signature 簽署：_____

Name 姓名／名稱：

Capacity 身份：

Signature 簽署：_____

Name 姓名／名稱：

Capacity 身份：