

Golfer Insurance Policy 高爾夫球保險單

Insuring Agreement

This is *your* Golfer Insurance Policy and is the evidence of the contract made between *you* and *us* ("Paofong Insurance Company (Hong Kong) Limited"). We will insure *you* during the *Period of Insurance* at the terms set out in this Policy in return for *your* premium payment.

The Schedule, Policy jacket and any endorsements are part of the Policy. They show which sections are in force and contain the details of *your* insurance. Use the Schedule to find the sections *you* have insured and the applicable limits or excesses. Read them carefully. *You* should also pay particular attention to the Conditions and Exclusions in the Policy, which set out all the circumstances in which a claim can be made.

The proposal and declaration made by *you* are incorporated in and form part of the contract. *You* must notify *us* of any change of material information as soon as possible instead of at the renewal of the Policy since failure to do so could invalidate the Policy.

Part I – Definitions

Certain words in the Policy have specific meanings. These meanings are given below. To help *you* identify these words in the Policy we have printed them in *italics* throughout.

<i>You/Your/Insured Person</i>	The person named as "The Insured" in the Schedule.
<i>We/Us/Our/Company/ Paofong</i>	Paofong Insurance Company (Hong Kong) Limited
<i>Period of Insurance</i>	That period for which <i>we</i> have accepted <i>your</i> premium as stated in the Schedule.
<i>Accident/Accidental</i>	A sudden, unexpected, unforeseen event not under the control of <i>you</i> and resulting in a loss.
<i>Injury/Bodily Injury</i>	<i>Death</i> or <i>injury</i> caused solely by violent, external and visible means in an <i>accident</i> and which is the sole cause of the event and independent of any other cause.
<i>Serious Physical Injury</i>	A <i>serious physical injury</i> is life-threatening, or results in or requires medical or surgical intervention to preclude <i>permanent</i> impairment of a body function or <i>permanent</i> damage to a body structure.
<i>Hospital</i>	<i>Hospital</i> means a legally constituted establishment operated pursuant to the laws of the country in which it is based, and meeting all of the following requirements in that it: <ul style="list-style-type: none"> - operates primarily for the reception and medical care and treatment of sick, ailing or injured persons on a resident in-patient basis; - admits resident in-patients only under the supervision of a <i>physician</i> or <i>physicians</i> one of whom is available for consultation at all times; - maintains organized facilities for medical diagnosis and treatment of such persons, and provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by or available to the establishment; - provides a full-time nursing service by and under the supervision of a staff of nurses; - maintains a legally licensed <i>physician</i>

in residence

Hospital shall not include the following:

- a mental institution; an institution confined primarily to the treatment of psychiatric disease including sub-normality; the psychiatric department of a *hospital*;
- a place for the aged; a rest home; a place for drug addicts or alcoholics;
- a health hydro or nature cure clinic; a nursing or convalescent home; a special unit of a *hospital* used primarily as a place for drug addicts or alcoholics, or as a nursing, a convalescent, rehabilitation, extended care facility or rest home.

Permanent Total Disablement

When as a result of *bodily injury* and commencing within 12 consecutive months of the date of the accident *you* are totally and *permanently* disabled and prevented from engaging in each and every occupation or employment for compensation or profit for which *you* are reasonably qualified by reason of *your* education, training or experience, or if *you* have no business or occupation from attending to any duties which would normally be carried out by *you* in *your* daily life.

Permanent/Permanently

Lasting 12 consecutive months from the date of *accident* and at the expiry of that period being beyond hope of improvement.

Accidental Death/ Death

Death occurring within twelve calendar months of and as a direct result of an *accident*.

Loss of Use

Total functional disablement and is treated like the total loss of the said limb or organ.

Loss of Sight

Total and irrecoverable *loss of sight* of an eye by *accident* or surgical operation necessitated thereby rendering *you* absolutely blind beyond remedy by surgical or other treatment.

Loss of Hearing

Permanent irrecoverable *loss of hearing* where:

- if a dB = Hearing loss at 500 Hertz;
- if b dB = Hearing loss at 1000 Hertz;
- if c dB = Hearing loss at 2000 Hertz;
- if d dB = Hearing loss at 4000 Hertz and
- $1/6 (a+2b+2c+d)$ is above 80dB.

Loss of Speech

The disability in articulating any three of the four sounds which contribute to the speech including the labial sounds, the alveolopalatal sounds, the palatal sounds and the velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in aphasi.

Hong Kong

The Hong Kong Special Administrative Region of the People's Republic of China

Medical Practitioner/Physician

A person other than *you* or *your* immediate family member, qualified by degree in western medicine and legally authorized in the geographical area of his practice to render medical and surgical services.

Part II – Coverage

Table of Benefits

1. Birdie Plans

Coverage	Limit of Indemnity/ Sum Insured (HK\$)	
	A	B
1. Personal Liability ■ Indemnifies <i>you</i> if <i>you</i> become legally liable for <i>accidental bodily injury</i> or property damage to a third party while playing golf worldwide	5,000,000	10,000,000
2. Personal Accident ■ Provides benefits for <i>bodily injury</i> or <i>permanent</i> disability due to an <i>accident</i> while playing golf worldwide	500,000	1,000,000
3. Worldwide Emergency Assistance ■ <i>Hospital</i> Deposit Guarantee ■ Emergency Medical Evacuation ■ Repatriation of mortal remains to <i>Hong Kong</i> ■ Compassionate Visit ■ Return of unattended child ■ Dispatch of medicine/equipment ■ Other advisory services	40,000 Actual costs Actual costs Round trip economy airfare One way economy airfare 10,000	

2. Eagle Plans

Coverage	Limit of Indemnity/ Sum Insured (HK\$)	
	A	B
1. Personal Liability ■ Indemnifies <i>you</i> if <i>you</i> become legally liable for <i>accidental bodily injury</i> or property damage to a third party while playing golf worldwide	5,000,000	10,000,000
2. Personal Accident ■ Provides benefits for <i>bodily injury</i> or <i>permanent</i> disability due to an <i>accident</i> while playing golf worldwide	500,000	1,000,000
3. Worldwide Emergency Assistance ■ <i>Hospital</i> Deposit Guarantee ■ Emergency Medical Evacuation ■ Repatriation of mortal remains to <i>Hong Kong</i> ■ Compassionate Visit ■ Return of unattended child ■ Dispatch of medicine/equipment ■ Other advisory services	40,000 Actual costs Actual costs Round trip economy airfare One way economy airfare 10,000	
4. Golf Equipment and Personal Effects ■ Indemnifies <i>you</i> for <i>accidental</i> loss/damage to golf equipment and personal effects at the golf club - Maximum amount per item of golf equipment - Maximum amount per item of personal effects	30,000 per year 3,000 1,000	
5. Hospital Cash Allowance - Maximum per day	50,000 per year 800	
6. Accidental Medical Expenses - In-patient - Out-patient (including bone setting) - Limit per bone setting	25,000 per year 20,000 per year 5,000 per year 110 per visit & 2,000 per year	
7. Hole in One	3,000 per event	

Section 1 – Personal Liability

- 1.1 We will indemnify *you* against all sums which *you* will become legally liable to pay as damages consequent upon
- accidental bodily injury* to any person
 - accidental* loss of or damage to property to any person occurring during the *Period of Insurance* and caused by *you* whilst playing or practising golf at any recognised golf club or recognised driving range worldwide.
- 1.2 In respect of a claim for damages to which the indemnity expressed in this section applies we will also pay all costs and expenses recovered by any claimant from *you* and all costs and expenses incurred with *our* written consent.
- 1.3 *Our* maximum liability under this section including all costs and expenses and all damages during the *Period of Insurance* will not exceed the Maximum Benefits/Sum Insured as stated in the Schedule.
- 1.4 In the event of the *death* of *you*, we will indemnify *your* legal personal representatives provided that such representatives will as though they were *you* observe fulfil and be subject to the terms, conditions and exceptions of this Policy insofar as they can apply.

Exclusions to Section 1

We shall not be liable for liability consequent upon or in respect of:

- death* of or *bodily injury* to any person being a member of *your* family or household or at the time of sustaining such *injury* engaged in and upon the service of *you* other than the caddy,
- loss of or damage to property belonging to or in the charge of or under the control of *you* or any member of *your* family or household or in the charge of or under the control of any person in the service of *you* by virtue of such service other than the caddy,
- the possession or use of any mechanically propelled vehicle,
- any agreement by *you* to pay any sum by way of indemnity or otherwise unless such liability would have attached in the absence of such agreement.

Section 2 – Personal Accident

- 2.1 We will pay *you* or *your* legal personal representatives the Sum Insured as stated in the Schedule in accordance with the Scale of Benefits shown in 2.2 in case of *your death* or *permanent* disablement caused by violent, *accidental* and external means at any recognised golf club or recognised driving range worldwide during the *Period of Insurance*.
- 2.2 Scale of Benefits
- | Scale of Benefits | Percentage of compensation of the Sum Insured |
|---|---|
| • <i>Accidental death</i> | 100% |
| • <i>Permanent total disablement</i> | 100% |
| • Total paralysis | 100% |
| • Total and <i>permanent loss of use</i> of one or both hands or feet | 100% |
| • Total and <i>permanent</i> shortening of leg by at least 5cm | 10% |
| • Total and <i>permanent loss of sight</i> in one or both eyes | 100% |
| • Total and <i>permanent</i> loss of thumb and four fingers of one hand | 50% |
| • Total and <i>permanent</i> loss of four fingers | 40% |
| • Total and <i>permanent</i> loss of thumb (both phalanges) | 25% |
| • Total and <i>permanent</i> loss of forefinger (three phalanges) | 15% |
| • Total and <i>permanent</i> loss of middle finger (three phalanges) | 10% |
| • Total and <i>permanent</i> loss of ring finger (three phalanges) | 10% |
| • Total and <i>permanent</i> loss of little finger (three phalanges) | 10% |
| • Total and <i>permanent</i> loss of all toes of one foot | 17% |
| • Total and <i>permanent</i> loss of a big toe | 5% |
| • Total and <i>permanent</i> loss of any other toe | 2% each |
| • Total and <i>permanent loss of hearing</i> in both ears | 75% |
| • Total and <i>permanent loss of hearing</i> in one ear | 25% |
| • Total and <i>permanent loss of speech</i> | 60% |

Where the disability is not specified above, we will adopt a percentage of disability, which in *our* opinion is consistent with the above scale.

- 2.3 The aggregate liability of *us* for section 2.2 will not exceed 100% of the Sum Insured as stated in the Schedule even if more than one items in

- 2.4 This section extends to cover *your death* or *permanent* disablement during the *Period of Insurance* caused by violent, accidental and external means while *you* are travelling by public conveyance directly from *your* home or any hotel where *you* stay to any recognised golf club or recognised driving range and vice versa.

Exclusions to Section 2

We shall not be liable for *death* or *bodily injury* caused by or resulting from or in any way connected with:

- insanity intemperance or the influence of intoxicants or drugs unless under medical supervision,
- pregnancy, childbirth, miscarriage, Acquired Immune Deficiency Syndrome (AIDS) and/or AIDS Related Complex (ARC) and/or Human Immunodeficiency Virus (HIV) and/or any HIV related illness including AIDS and/or any mutant derivatives or variations thereof however caused.
- Nuclear/Chemical/Biological Terrorism Exclusion

This Policy does not cover any claim in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapons or device or chemical or biological agent (“NCB terrorism”).

For the purpose of this exclusion an act of terrorism includes any act, preparation or threat of action of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s) de jure or de facto committed for political, religious, ideological, or similar purposes including the intention to influence any government de jure or de facto of any nation or any political division thereof and/or to intimidate the public or any section of the public of any nation and which

- involves violence against one or more persons; or
- involves damage to property; or
- endangers life other than that of the person committing the action; or
- creates a risk to the health or safety of the public or a section of the public; or
- is designed to interfere with or disrupt an electronic system.

“Chemical” agent shall mean any compound which, when suitably disseminated, produces, incapacitating, damaging or lethal effects on people, animals, plants or material property.

“Biological” agent shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxins (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants.

This clause also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of NCB terrorism.

If the *Company* allege that by reason of this exclusion any claim is not covered by this Policy the burden of proving the contrary shall be upon the Insured.

Section 3 – Paofong Emergency Assistance Services

- 3.1 If *you* suffer physical *injury* or are in need of emergency medical, legal, and administrative assistance whilst travelling outside *Hong Kong* during the *Period of Insurance*, Inter Partner Assistance Hong Kong Limited (IPA) will provide the services on collect call or reversed charge basis as follows:
- 3.2 **Hospital Admission Guarantee**
Upon admission to a *hospital*, IPA will guarantee the medical expenses incurred by *you* up to a limit of HK\$40,000 in respect of any one *Insured Person*. Such expenses are to be borne by *you* unless otherwise payable under Section 6 – Medical Expenses of this Policy. The admission must be approved by IPA and *you* may be required to provide a financial guarantee, such as credit card to IPA.
- 3.3 **Emergency Medical Evacuation**
Should *you* suffer from *bodily injury* such that IPA’s medical team and the attending *physician* recommend hospitalisation in another medical facility where *you* can be suitably treated IPA will arrange and pay for:
- The transfer of *you* into one of the nearest *hospital* and,
- If necessary, on medical grounds
The transfer of *you* with necessary medical supervision by any means (including but not limited to air ambulance, scheduled commercial

flight, and road ambulance) to a *hospital* more appropriately equipped for the particular *bodily injury*. The medical team and attending *physician* will determine the necessary arrangements according to the circumstances.

3.4 Repatriation After Treatment

When after local treatment, the medical condition of *you* will not prevent *you* medically supervised repatriation as a regular passenger, according to the medical opinion of both attending *physician* and IPA alarm centre doctor, IPA will organize and pay for the repatriation of *you* to Hong Kong by scheduled airline flight (in one economic class ticket) or any other appropriate means of transportation (in one economic class ticket), including any supplementary transportation to and from the airport. Any decision on the repatriation of *you* shall be made jointly and exclusively by both the attending *physician* and IPA alarm centre under constant medical supervision.

3.5 Repatriation of Mortal Remains

The reasonable and unavoidable expenses for transporting *your* mortal remains from the place of *death* to *Hong Kong*, or the cost of local burial at the place of *death* as approved by IPA.

3.6 Compassionate Visit

In the event of *you* suffering from *serious physical injury* and being confined to a *hospital* as a resident in-patient for over seven consecutive days outside *Hong Kong*, IPA will arrange and pay for one economy class return airfare for a relative or a friend of *you* to accompany *you*.

3.7 Return of Unattended Children

In the event of *you* suffering from *accidental death* or *serious physical injury* and is hospitalized outside *Hong Kong* leaving *your* accompanying children aged below 17 years unattended, IPA will arrange and pay for an economy class one-way ticket to return such children to *Hong Kong* up to HK\$30,000 if the original ticket is not valid for such return. If necessary, *we* will arrange a qualified attendant to accompany such children on the return journey.

3.8 Dispatch of Essential Medical and/or Medical Equipment

IPA will arrange to deliver the essential medicine, drugs and medical equipment that are necessary but which are not available at *your* location. The delivery of such medicine, drugs and medical equipment will be up to a maximum limit of HK\$10,000 each *Insured Person* on each case and will be subject to the laws and regulations applicable at *your* location.

3.9 24-hour telephone hotline and referral services including:

(a) Pre-trip Information Assistance

IPA will provide *you* with information concerning visa and inoculation requirements for foreign countries according to the most current edition of World Health Organization Publication Vaccination Certificate Requirements and Health Advice for International Travel (for inoculation) and the ABC Guide to International Travel Information (for visas).

(b) Embassy Referral

IPA will provide *you* with the address, telephone number and hours of opening of the nearest appropriate consulate and embassy worldwide.

(c) Medical Service Provider Referral

IPA will provide *you* with the name, address and telephone numbers of *physicians*, *hospitals*, clinics, dentists and dental clinics.

(d) Lost Passport Assistance

IPA will assist *you* when *you* lose *your* passport while travelling outside *Hong Kong* by contacting the appropriate authorities involved and providing directions for recovery.

(e) Lost Luggage

IPA will assist *you* when *you* lose *your* luggage while travelling outside *Hong Kong* by contacting the appropriate authorities involved and providing directions for recovery.

(f) Interpreter Referral

IPA will assist *you* by providing the name, address, telephone number and office hours of interpreters worldwide.

(g) Legal Referral

IPA will assist *you* by providing the name, address, telephone number and office hours of lawyers and legal practitioners worldwide.

(h) Telephone Medical Advice

IPA will arrange to provide free medical advice to *you* over the phone.

Section 4 – Golfing Equipment and Personal Effects

4.1 *We* will indemnify *you* against loss of or damage to *your* golfing equipment including golf clubs, golf bags and umbrellas by any *accident* or misfortune occurring whilst in transit to or from or whilst at any recognised golf club or recognised driving range during the *Period of Insurance*.

4.2 *We* will also indemnify *you* against loss of or damage to *your* personal effects other than golf clubs, golf bags and umbrellas at any recognised golf club or recognised driving range by any *accident* or misfortune occurring during the *Period of Insurance*.

4.3 The total liability of *Paofong* under section 4 will not exceed the Sum Insured as stated in the Schedule.

4.4 In the event of claim, if the golfing equipment or personal effects is five years or less from the date of purchase then *we* will at its option replace the property with equivalent new property available or repair the property to a condition equal to but not better than its condition when new or pay the cost of such replacement or repair whichever is the less. If the golfing equipment or personal effects is more than five years old from the date of purchase, it will subject to due allowance for wear, tear and depreciation.

Exclusions to Section 4

We shall not be liable for any loss or damage:

- (a) caused by or resulting from wear and tear or deterioration,
- (b) directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
- (c) to watches, jewellery, furs, trinkets, cameras, medals, coins, money, cheques, cash cards, credit cards, stamps, documents or securities of any kind.

Section 5 – Hospital Cash Allowance

5.1 If *you* are confined as a resident in-patient in a *hospital* by reason of *bodily injury* caused by violent, *accidental* and external means at any recognised golf club or recognised driving range during the *Period of Insurance*, *we* will pay *you* or *your* legal personal representatives, for each full day of confinement, the daily benefit up to the maximum number of days as stated in the Schedule.

The total indemnity of *Paofong* during the *Period of Insurance* under this section will not exceed the Sum Insured as stated in the Schedule.

Section 6 – Medical Expenses

6.1 *We* will indemnify *you* the actual expenses on In-patient and Out-patient medical treatment necessarily and reasonably incurred and is given by a *medical practitioner* in connection with any *bodily injury* caused by violent, *accidental* and external means at any recognised golf club or recognised driving range during the *Period of Insurance*.

6.2 *We* will also pay the bonesetter treatment expenses necessarily and reasonably incurred by treatment from a licensed or registered bonesetter. *Our* maximum liability will not exceed HK\$110 each and every consultation and in aggregate HK\$2,000 during the *Period of Insurance*.

6.3 The total liability of *us* during the *Period of Insurance* for this section will not exceed the Sum Insured as stated in the Schedule.

Exclusions to Section 6

We shall not be liable for any medical expenses from any treatment:

- (c) not recommended by or undertaken by registered *medical practitioner* or licensed or registered bonesetter,
- (d) without official receipts or certificates issued by registered *medical practitioner* or licensed or registered bonesetter.

Section 7 – Ace (Hole in One)

7.1 Subject to *you* supplying to *us* a properly authenticated certificate issued by any recognised golf club, *we* will pay the sum as stated in the Schedule in the event of *you* holing out in one shot whilst playing in a competition or friendly game on such recognised golf club during the *Period of Insurance*.

Part III – General Exclusions – Applicable to whole Policy

1. *We* shall not be liable for any loss destruction damage liability or *bodily injury* directly or indirectly caused by or contributed to by or arising from:

- (a) war invasion act of foreign enemy hostilities whether war be declared or not civil war rebellion revolution insurrection or military or usurped power riot strike or civil commotion,
- (b) volcanic eruption subterranean fire earthquake or other convulsion of nature.

2. We shall not be liable for any liability consequent up or in respect of any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability or whatsoever nature directly or indirectly caused by or contributed to by or arising from:
- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exception combustion will include any self-sustaining process of nuclear fission,
 - nuclear weapons material.

Part IV – Conditions

1. Due Observance

The due observance and fulfilment of the terms of this Policy in so far as they relate to anything to be done or complied with by *you* and the truth of the statements and answers in the proposal will be conditions precedent to any liability of *us* to make any payment under this Policy.

2. Age Limit

Unless specifically extended by *us* cover under this Policy will not commence until *you* have attained the age of sixteen years and will cease to be operative upon *you* attaining the age of seventy years.

3. Reasonable Precaution

You should take all reasonable precautions for the safety of the property insured under this Policy.

4. Claims

In the event of any happening which may give rise to a claim under this Policy *you* or *your* legal personal representatives

- will give immediate notice thereof in writing to *us*.
- will at *your* own expense to supply *us* with full particulars in writing as soon as possible and in the case of a claim under section 4 not later than thirty days after the occurrence of the loss or damage.
- if a claim may arise under section 4 due to theft, the loss must be reported to police within 24 hours of discovery and written report should be obtained.
- if a claim may arise under section 1 will notify and forward to *Pafoong* every letter claim writ summons or process immediately on receipt and no admission offer promise payment or indemnity will be made or given by or on behalf of *you* without the written consent of *us*.
- if a claim may arise under section 2, 5 and 6 will at *your* own expense to supply to *us* with all medical certificates, information and evidence as *we* may reasonably require for the purpose of ascertaining their liability and *you* will act upon medical or surgical advice as soon as practicable and submit to medical examination at *our* expense as *we* reasonably require.
- will give *us* all such information and assistance as *we* may reasonably require.

5. Insurer's Rights

- We* will be entitled
 - to take over and conduct in the name of *you* the defence or settlement of any claim against *your* benefit any claim for indemnity or damages or otherwise and will have full discretion in the conduct of any proceedings and in the settlement of any claim
 - to pay at any time to *you* or *your* legal personal representatives in respect of any one claim or number of claims against *you* arising out of any one occurrence or of a number of occurrences arising directly or indirectly from one source or original cause the sum of section 2.1 as stated in the Schedule after deduction of any sum or sums already paid as compensation or any lesser
- We* are entitled to call for an examination amount for which such claim or claims can be settled and upon such payment *we* will relinquish conduct and control of and be under no further liability under section 2.1 in connection with such claim or claims in respect of the conduct of such claim or claims before the date of such payment on *you* by a medical referee appointed by *us* or a post-mortem examination if *death* occurs.

6. Other Insurance

If at the time of any happening given rise to any liability expense loss or damage for which indemnity is provided under section 1, 4 and 6 there will be any other insurance against such liability expense loss or damage or any part thereof *we* will not be liable for more than their ratable proportion thereof.

7. Cancellation

We may cancel this Policy by sending thirty (30) days' written notice by

registered letter to *you* at *your* last known address and will return to *you* the Premium less the pro rata proportion thereof for the period the Policy has been in force. *You* also have the right to cancel this Policy by sending thirty (30) days' written notice to *us* and *we* will return to *you* the Premium less the customary short period rate for the period the Policy has been in force and the minimum premium set by *us*.

Period insured not exceeding	Short period premium
1 month	10% of the annual premium
2 months	20% of the annual premium
3 months	30% of the annual premium
4 months	40% of the annual premium
5 months	50% of the annual premium
6 months	60% of the annual premium
7 months	70% of the annual premium
8 months	80% of the annual premium
9 months	90% of the annual premium
10 months to 12 months	Full annual premium – no refund

8. Termination of cover

This Policy will cease to be operative in the event that 100% of the Sum Insured be paid under section 2. No premium for the unexpired period will be refunded.

For all other losses paid under section 2 which are less than 100%, the Sum Insured shall be reduced by the amount paid from the date of the accident until the expiration of the Policy and all sums payable in respect of subsequent *permanent* disabilities will be calculated as a percentage of the original Sum Insured.

9. Arbitration

All differences arising out of this Policy shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance. If the parties fail to agree upon the choice of arbitrators or umpires then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained.

10. Jurisdiction and Governing Law

- The indemnity provided by this Policy applies only in respect of
 - compensation resulting from judgements delivered by or obtained from a court of competent jurisdiction in Hong Kong Special Administrative Region,
 - charges, expenses and legal costs incurred or recoverable in Hong Kong Special Administrative Region.
- The interpretation of this Policy and any word or phrase contained in the Policy will be in accordance with the Law of the Hong Kong Special Administrative Region.

11. Statement of purpose for collection of personal data

All the personal information collected or held by *us*, howsoever obtained, may be used by *us* or disclosed to any individual or organization within or outside Hong Kong Special Administrative Region for the following purposes: (1) to assess and service this application, (2) to process the direct debit authorization and (3) to conduct insurance claims or analysis.

You shall have the right of access to and to request correction of any personal information held by *us*. A request for such access and correction may be made to *Pafoong's* Personal Data Privacy Officer at 28/F., Two Landmark East, 100 How Ming Street, Kwun Tong, Kowloon, Hong Kong.

KGP02/2017(P)

Pafoong Insurance Company (Hong Kong) Limited
A subsidiary of Shanghai Commercial Bank Limited

寶豐保險(香港)有限公司
上海商業銀行附屬公司



寶豐保險(香港)有限公司(「本公司」)乃上海商業銀行有限公司的附屬公司。在本聲明內,上海商業銀行有限公司連同任何其附屬公司、任何其直接或間接控股公司、及任何上述控股公司的任何附屬公司、聯屬公司或聯繫實體,將統稱為「上海商業銀行集團」。

為依從個人資料(私隱)條例(「條例」),本公司特此通知閣下以下事項:

- (A) 在申請及接受保險產品及服務時,及當本公司提供與保險產品及服務相關之其他服務時,閣下有需要不時向本公司提供個人資料。
- (B) 如閣下未能提供有關資料,可導致本公司無法處理閣下的保險申請或向閣下提供或繼續提供保險產品及服務及/或其他相關服務。
- (C) 本公司亦可能會在日常業務運作的過程中向閣下收集資料,例如當閣下向本公司提出保險索償或當在一般情況下以口頭或書面形式與本公司溝通。
- (D) 本公司可視乎情況不時將閣下之資料使用、處理、儲存、轉移、披露及/或交換(不論在香港特別行政區或其他地方),以作下述用途:-
- (i) 處理及評估保險產品及服務的申請;
 - (ii) 為閣下提供保險產品及服務及處理閣下就本公司的保險產品及服務提出的要求,包括但不限於要求增加、更改、刪除、維持或管理保障項目或受保人,訂立直接付款安排及保單取消、更新或復效申請;
 - (iii) 處理、判定保險索償及就索償抗辯、進行任何附帶調查及行使代位權;
 - (iv) 執行與所提供的保險產品及服務相關的功能及活動,如核實身份、資料核對及再保險之安排;
 - (v) 製作數據及進行研究,設計保險產品及服務以提升本公司的服務質素;
 - (vi) 推廣服務、產品及其他標的(本公司或會因而獲得酬勞)(詳情請參閱下述第(G)段);
 - (vii) 行使本公司向閣下提供保險和服務時有關的權利,例如釐定閣下拖欠的任何款項的金額,及向閣下或其他為閣下的債務提供任何擔保或承諾之人士,追收和收回拖欠的任何款項;
 - (viii) 履行根據下列適用於本公司及/或上海商業銀行集團具有約束力或適用或期望其遵守的就披露及使用資料的義務、規定或安排:
 - (1) 不論於香港特別行政區境內或境外及不論目前或將來存在的對其具法律約束力或適用的任何法律;
 - (2) 不論於香港特別行政區境內或境外及不論目前或將來存在的任何法律、監管、政府、稅務、執法或其他機關,或保險或金融服務供應商的自律監管或行業組織或協會作出或發出的任何指引或指導;
 - (3) 本公司或上海商業銀行集團因其位於或跟相關本地或外地的法律、監管、政府、稅務、執法或其他機關,或保險或金融服務供應商的自律監管或行業組織或協會的司法管轄區有關的金融、商業、業務或其他利益或活動,而向該等本地或外地的法律、監管、政府、稅務、執法或其他機關,或有關的自律監管或行業組織或協會承擔或被彼等施加的任何目前或將來的合約或其他承諾;
 - (ix) 遵守上海商業銀行集團為符合制裁或預防或偵測清洗黑錢、恐怖分子融資活動或其他非法活動的任何方案就於上海商業銀行集團內共用資料及資訊及/或資料及資訊的任何其他使用而指定的任何義務、要求、政策、程序、措施或安排;
 - (x) 允許本公司的權益或業務的實際或建議承讓人、受讓人、參與人或附屬參與人,就擬涉及的轉讓、出讓、參與或附屬參與的交易進行評估;及
 - (xi) 一切與上述有聯繫、有附帶性及有關之用途。
- (E) 本公司會對持有之資料保密,惟可能會視乎情況將有關資料提供給下述各方第(D)段列出的用途:-
- (i) 任何代理人、承包商或就本公司之業務運作,包括行政、數據處理、儲存、電訊、電腦、調查、收數、和付款服務,或就與保險產品及服務相關之其他服務,向本公司提供服務之第三方服務供應者(如法律顧問、會計師、理賠調查員、公證人、醫護及復康顧問、考察員、專家、維修人員、醫療服務提供者、緊急支援服務提供者、收數公司及資料處理公司);
 - (ii) 涉及索償時之相關機構如航空公司、交通工具機構,旅行社、酒店、零售商、物業管理公司、其它保險公司、及政府機構包括警察局、消防局及入境署;
 - (iii) 任何對本公司或上海商業銀行集團任何集團公司有保密責任的其他人士,包括對本公司有保密資料明文或指示承諾之上海商業銀行集團任何集團公司、業務伙伴或其他商號或聯營機構;
 - (iv) 保險中介人、再保險中介人、再保險公司及共保險公司;
 - (v) 本公司或上海商業銀行集團為遵守任何法律規定,或根據法律、監管、政府、稅務、執法或其他機關,或保險或金融服務供應商的自律監管或行業組織或協會所作出或發出對本公司或上海商業銀行集團具有約束力或適用或期望其遵守的規則、規例、實務守則、指引或指導,或根據本公司或上海商業銀行集團向本地或外地的法律、監管、政府、稅務、執法或其他機關,或保險或金融服務供應商的自律監管或行業組織或協會的任何合約或其他承諾(以上不論於香港特別行政區境內或境外及不論目前或將來存在的),而有義務或以其他方式被要求向其作出披露的任何人士;
 - (vi) 本公司的權益或業務之任何實際或建議承讓人、受讓人、參與人或附屬參與人;
 - (vii) 第三方獎賞、客戶或會員、品牌合作及優惠計劃供應商;
 - (viii) 本公司及/或上海商業銀行集團任何集團公司的品牌合作夥伴(該等品牌合作夥伴的名稱會在有關服務和產品的申請表格及/或宣傳資料上列明);
 - (ix) 慈善或非牟利機構;及
 - (x) 本公司聘用的外部服務提供者(包括但不限於郵遞機構,電訊公司、電話銷售及直銷代理、電話服務中心、數據資料處理公司及資訊科技公司)作第(D)(vi)段所列的用途;
 - (xi) 任何得到閣下明確或暗示同意的人士;及
 - (xii) 任何與第(D)(vii)段有關人士。
- 該等資料可能被轉移至香港特別行政區境外。
- (F) 閣下的資料或會在本公司或上述第(E)段所述之接收資料者認為適當及有需要的香港特別行政區以外的其他司法管轄區處理、儲存及轉移或披露,並或會根據該地的慣例、法律、法例及規定(包括任何政府行政措施及政令)、由該司法管轄區的監管機構或其他主管當局發出的守則、指引、通告及指示處理、儲存、發放或披露資料。
- (G) 本公司可能把閣下的個人資料用於直接促銷,而本公司為該用途須獲得閣下同意(包括表示不反對),但條例所指定的豁免情況除外。就此,請注意:
- (i) 本公司可能把本公司不時持有閣下的姓名、聯絡資料、產品及服務組合資料、交易模式及行為、財務背景及人口統計數據用於直接促銷;
 - (ii) 可用作促銷下列類別的服務、產品及促銷標的:
 - (1) 保險、財務、信用卡、銀行及相關服務和產品;
 - (2) 獎賞、客戶或會員或優惠計劃及相關服務和產品;
 - (3) 由本公司及/或上海商業銀行集團任何集團公司的品牌合作夥伴提供的服務和產品(該等品牌合作夥伴的名稱會於有關服務及產品(視情況而定的)申請表格及/或宣傳資料上列明);及
 - (4) 為慈善及/或非牟利用途的捐款及捐贈;
 - (iii) 上述服務、產品及促銷標的可能由本公司及/或下列各方提供或(就捐款及捐贈而言)徵求:
 - (1) 上海商業銀行集團任何集團公司;
 - (2) 第三方獎賞、客戶或會員、品牌合作或優惠計劃供應商;
 - (3) 本公司及/或上海商業銀行集團任何集團公司的品牌合作夥伴(該等品牌合作夥伴的名稱會於有關服務及產品(視情況而定的)申請表格及/或宣傳資料上列明);及/或
 - (4) 慈善或非牟利機構;
 - (iv) 除由本公司促銷上述服務、產品及促銷標的以外,本公司亦擬將上述第(G)(i)段所述的資料提供予上述第(G)(iii)段所述的全部或任何人士,以供該等人士在促銷該等服務、產品及促銷標的中使用,而本公司為此用途須獲得閣下書面同意(包括表示不反對);
 - (v) 本公司可能因如上第(G)(iv)段所述將資料提供予其他人士而獲得金錢或其他財產的回報。如本公司會因提供資料予其他人士而獲得任何金錢或其他財產的回報,本公司會於上述第(G)(iv)段所述徵求閣下同意或不反對時如是通知閣下。
- 如閣下不希望本公司如上所述使用閣下的個人資料或將閣下的個人資料提供予其他人士作上述直接促銷用途,閣下可隨時通知本公司行使閣下的選擇權拒絕促銷,此項安排不另收費。閣下可根據本聲明第(H)段所提供的聯絡方法以書面向本公司的個人資料保護主任提出有關要求,或於有關的申請表格內向本公司表達閣下拒絕促銷的意願(如適用)。
- (H) 根據條例中之條款,閣下有權:
- (1) 向本公司查核是否持有閣下的個人資料及查閱該等資料;
 - (2) 要求本公司更正有關閣下不準確之資料;及
 - (3) 查明本公司對個人資料之政策及慣例,及獲告知本公司持有之個人資料種類。
- 閣下如欲行使有關權利,請以書面經以下聯絡方法向本公司的個人資料保護主任提出:
寶豐保險(香港)有限公司資料保護主任
香港九龍觀塘巧明街100號, Two Landmark East, 28樓
傳真:(852) 2626 0704
- (I) 根據條例的條款,本公司有權就處理任何查閱或更改資料之要求收取合理費用。
 - (J) 閣下明白其與本公司職員的電話談話內容可能被錄音及用作證據,而本公司並不會再另行通知。
 - (K) 本公司只會根據上述任何用途上的合理需要或適用法例或規例或規定的期間保存閣下的個人資料。
 - (L) 本聲明不會限制閣下在條例下所享有之權利。
 - (M) 本聲明之中英文版如有歧異,概以英文版為準。
 - (N) 本聲明會由本公司不時修訂、更改或更新,並成為閣下與本公司或將與本公司訂定之所有合約、協議、及其他約束性安排之一部份。



Pafoong Insurance
寶豐保險

Pafoong Insurance Company (Hong Kong) Limited Personal Data (Privacy) Ordinance – Personal Information Collection Statement (the “PICS”)

Pafoong Insurance Company (Hong Kong) Limited (the “Company”) is a subsidiary of Shanghai Commercial Bank Limited, which, together with any of its subsidiaries, any of its direct or indirect holding company and any subsidiary, affiliate or associated entity of any such holding company are collectively referred to in this PICS as the “SCB Group”.

In compliance with the Personal Data (Privacy) Ordinance (the “Ordinance”), the Company would like to inform you of the following :

- (A) From time to time, it is necessary for you to supply the Company with personal data in connection with the application for insurance products and services as well as carrying out by the Company of other services relating to these insurance products and services.
- (B) Failure to supply such data may result in the Company being unable to process your application or to provide or continue to provide the insurance products, services and/or the other related services to you.
- (C) Data may also be collected by the Company from you in the ordinary course of the Company's business, for example, when you lodge insurance claims with the Company, or generally communicate verbally or in writing with the Company.
- (D) Where applicable, the purposes for which data relating to you may be used, processed, stored, transferred, disclosed and/or exchanged by the Company (whether in the Hong Kong Special Administrative Region or elsewhere) are as follows: -
 - (i) processing and evaluating applications for insurance products and services;
 - (ii) providing insurance products and services to you and processing requests made by you in relation to our insurance products and services, including but not limited to your requests for addition, alteration, deletion, maintenance and management of insurance benefits or insured persons, setting up of direct debit facilities as well as cancellation, renewal or reinstatement of insurance policies;
 - (iii) processing, adjudicating and defending insurance claims, conducting any incidental investigation as well as exercising the rights of subrogation;
 - (iv) performing functions and activities incidental to the provision of insurance products and services such as identity verification, data matching, and reinsurance arrangement;
 - (v) preparing statistics and conducting research, and designing insurance products and services with a view to improving the Company's service;
 - (vi) marketing services, products and other subjects (in respect of which the Company may or may not be remunerated) (please see further details in Paragraph (G) below);
 - (vii) exercising the Company's rights in connection with provision of insurance products and services to you from time to time, for example, to determine any amount of indebtedness from you and collecting and recovering from you or any person who has provided any security or undertaking for your liability;
 - (viii) complying with the obligations, requirements or arrangements for disclosing and using data that bind on or apply to the Company and/or the SCB Group or that it is expected to comply according to:
 - (1) any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future;
 - (2) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of insurance or financial services providers within or outside the Hong Kong Special Administrative Region existing currently and in the future;
 - (3) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of insurance or financial services providers that is assumed by or imposed on the Company or the SCB Group by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;
 - (ix) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the SCB Group and/or any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
 - (x) enabling an actual or proposed assignee, transferee, participant or sub-participant of the Company's rights or business to evaluate the transaction intended to be the subject of the assignment, transfer, participation or sub-participation; and
 - (xi) all other incidental and associated purposes relating to any of the above.
- (E) Data held by the Company relating to you will be kept confidential but the Company may provide such information to the following parties, where applicable, for the purposes set out in Paragraph (D) :-
 - (i) any agent, contractor or third party service provider who provides services to the Company in connection with the operation of its business including administrative, data processing, storage, telecommunications, computer, investigation, debt collection, and payment services as well as other services incidental to the provision of insurance products and services by the Company (such as legal advisors, accountants, claim investigators, loss adjusters, medical and rehabilitation consultants, surveyors, specialists, repairers, medical services providers, emergency services providers, debt collection agencies and data processing companies);
 - (ii) related parties in case of claims such as airlines, transport companies, travel agencies, hotels, retailers, property managements, other insurance companies, and government authorities including police, fire services and immigration;
 - (iii) any other person under a duty of confidentiality to the Company or any group company of the SCB Group including any group company of the SCB Group, a business partner or other merchant or affinity entity which has undertaken expressly or impliedly to keep such information confidential;
 - (iv) insurance intermediaries, reinsurance intermediaries, reinsurers and co-insurers;
 - (v) any person to whom the Company or the SCB Group is under an obligation or otherwise required to make disclosure under the requirements of any law or rules, regulations, codes of practice, guidelines or guidance given or issued by any legal, regulatory, government, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of insurance or financial services providers binding on or applying to the Company or the SCB Group or with which the Company or the SCB Group is expected to comply, or any disclosure pursuant to any contractual or other commitment of the Company or the SCB Group with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of insurance or financial services providers, all of which may be within or outside the Hong Kong Special Administrative Region and may be existing currently and in the future;
 - (vi) any actual or proposed assignee, transferee, participant or sub-participant of the Company's rights or business;
 - (vii) third party reward, loyalty, co-branding and privileges programme providers;
 - (viii) co-branding partners of the Company and/or any group company of the SCB Group (the names of such co-branding partners can be found in the application form(s) and/or promotional material for the relevant services and products, as the case may be);
 - (ix) charitable or non-profit making organizations; and
 - (x) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Company engages for the purposes set out in Paragraph (D)(vi);
 - (xi) any person with the express or implied consent of you ; and
 - (xii) any third party in connection with Paragraph (D) (vii).Such information may be transferred to a place outside the Hong Kong Special Administration Region.
- (F) Your data may be processed, stored and transferred or disclosed in and to another jurisdiction outside the Hong Kong Special Administrative Region as the Company or data recipient referred to in Paragraph (E) considers appropriate and necessary. Such data may also be processed, stored, released or disclosed in accordance with the local practices and laws, rules and regulations (including any governmental acts and orders), codes, guidelines, circulars and directions issued by regulatory or other authorities in such jurisdiction.
- (G) The Company may use your personal data in direct marketing. Save in the circumstances exempted in the Ordinance, the Company requires your consent (which includes an indication of no objection) for that purpose. In this connection, please note that:
 - (i) the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of you held by the Company from time to time may be used by the Company in direct marketing;
 - (ii) the following classes of services, products and subjects may be marketed:
 - (1) insurance, financial, credit card, banking and related services and products;
 - (2) reward, loyalty or privileges programmes and related services and products;
 - (3) services and products offered by the co-branding partners of the Company and/or any group company of the SCB Group (the names of such co-branding partners can be found in the application form(s) and/or promotional material for the relevant services and products, as the case may be); and
 - (4) donations and contributions for charitable and/or non-profit making purposes;
 - (iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Company and/or:
 - (1) any group company of the SCB Group;
 - (2) third party reward, loyalty, co-branding or privileges programme providers;
 - (3) co-branding partners of the Company and/or any group company of the SCB Group (the names of such co-branding partners can be found in the application form(s) and/or promotional material for the relevant services and products, as the case may be); and/or
 - (4) charitable or non-profit making organisations;
 - (iv) in addition to marketing the above services, products and subjects itself, the Company also intends to provide the data described in Paragraph (G)(i) above to all or any of the persons described in Paragraph (G)(iii) above for use by them in marketing those services, products and subjects, and the Company requires your written consent (which includes an indication of no objection) for that purpose;
 - (v) The Company may receive money or other property in return for providing the data to the other persons in Paragraph (G)(iv) above and, when requesting your consent or no objection in Paragraph (G)(iv) above, the Company will inform you if it will receive any money or other property in return for providing the data to the other persons.

If you do not wish the Company to use or provide to other persons your personal data for use in direct marketing as described above, you may, at any time and without charge exercise your opt-out right by notifying the Company. You may write to the Data Protection Officer of the Company at the address or fax number provided in paragraph (H) below, or provide the Company with your opt-out choice in the relevant application form (if applicable).
- (H) Under and in accordance with the terms of the Ordinance, you have the right :-
 - (1) to check whether the Company holds personal data about you and of access to such data;
 - (2) to require the Company to correct any data relating to you which is inaccurate; and
 - (3) to ascertain the Company's policies and practices in relation to personal data and to be informed of the kind of personal data held by the Company.Such requests can be made in writing to the Data Protection Officer of the Company at the following address or fax number :

The Data Protection Officer
Pafoong Insurance Company (Hong Kong) Limited
28/F., Two Landmark East, 100 How Ming Street, Kwun Tong, Kowloon, Hong Kong
Fax : (852) 2626 0704
- (I) In accordance with the terms of the Ordinance, the Company has the right to charge a reasonable fee for the processing of any data access or correction request.
- (J) You acknowledge that telephone calls with the Company's staff may be recorded and used as evidence by the Company without further notice.
- (K) The Company keeps your personal data only for a period reasonably necessary for any of the above purposes or as prescribed by the applicable laws or regulations.
- (L) Nothing in this PICS shall limit your rights under the Ordinance.
- (M) In the event of any inconsistency between the English and Chinese versions of this PICS, the English version shall prevail.
- (N) This PICS as may be revised, amended or updated from time to time shall be deemed an integral part of all contracts, agreements, and other binding arrangements which you have entered into or intend to enter into with the Company.