



# Pafoong Insurance

## 寶豐保險

Pafoong Insurance Company (Hong Kong) Limited  
寶豐保險(香港)有限公司  
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## Contractors' All Risks Policy 建築全險保險單

### Insuring Agreement

Now this Policy witnesseth that in consideration of the Insured having paid or agreed to pay to Pafoong Insurance Co. (H.K.) Ltd. (hereinafter called the Company) the premium.

The Company hereby agree subject to the terms, exceptions and conditions contained herein or attached hereto or endorsed hereon that if during the period of insurance stated in the Schedule or during any further period in respect of which the Insured shall have paid and the Company shall have accepted premium the Insured shall sustain loss or damage or shall incur liability in the circumstances provided for by this Policy and defined herein the Company shall indemnify the Insured in the manner hereinafter described

### Section 1- Material Damage

The Company shall indemnify the Insured in respect of loss of or damage to the Insured Property described in the Schedule whilst at the Site during the period of insurance arising from any cause whatsoever not hereinafter excluded.

The Company shall not indemnify the Insured in respect of that part of the Works

1. which has been taken into use or occupation by the Employer from the time of such taking into use; or
2. for which a certificate of completion has been issued from the expiry of 28 days from the date of completion certified therein, whichever of (1) or (2) is the earlier unless such loss or damage:
  - a. be occasioned during the Maintenance Period stated in the Schedule and was caused by an occurrence during the Construction Period stated in the Schedule; or
  - b. was caused by an Insured Contractor in the course of complying with his obligations under the maintenance and defects liability clauses of the Contract.

Provided that the total liability of the Company under this Section shall not exceed the Sum Insured shown in the Schedule for each item of the Insured Property.

### Exceptions to Section I

The Company shall not indemnify the Insured in respect of:

1. loss or damage due to fault, defect, error or omission in or failure of design, plan or specification.
2. loss or damage due to defect in material or workmanship but this exception shall be limited to that part of the Insured Property directly affected and shall not exclude loss or damage to other parts of the Insured Property resulting from an accident due to such defect
3. loss of or damage to any item of machinery forming part of the Works or Constructional Plant due to its own explosion, mechanical or electrical breakdown or derangement but this exception shall not be deemed to exclude damage to other parts of the Works or Constructional Plant arising as a consequence of such explosion, breakdown or derangement
4. loss of Insured Property due to it being stolen or otherwise nussing from the Site unless such loss is identifiable by the Insured with a specific occurrence
5. loss of or damage to cash, bank notes, treasury notes, cheques, postal orders, money orders, stamps, deeds, bonds, bills of exchange, promissory notes and securities.
6. loss of use, liquidated damages, penalties, performance guarantees or other consequential losses
7. loss or damage due to wear and tear, rust, mildew or other deterioration due to gradually operating causes
8. the cost of maintenance

9. loss of or damage to any locomotive, waterborne, vessel, aircraft or vehicle other than any land vehicle which is used solely on the Site and which is not used on any public road or public highway to which any road traffic legislation applies.
10. damage to tyres whilst attached to a vehicle or plant unless the vehicle or plant is damaged at the same time.
11. loss or damage due to cessation of work whether total or partial.
12. loss or damage not unforeseen or accidental in nature.

### Conditions to Section I

1. The Sum Insured shall in respect of Item 5 (Constructional Plant) in the Schedule represent the new replacement value inclusive of erection freight and customs
2. If in the event of loss or damage to the Insured Property under Item 5 (Constructional Plant) it is found that the Sums Insured are less than the amounts required to be insured the amount recoverable under this Policy shall be reduced in such proportion as the Sums Insured bear to the amounts required to be insured.
3. In the event of loss or damage to the Insured Property under Item 5 (Constructional Plant) indemnifiable under this Policy the basis of loss settlement shall be:
  - a. in the case of damage which can be repaired the costs of necessary repairs without deduction for depreciation however indemnification shall be limited to costs not exceeding the actual value of the damaged property
  - b. in the case of a total loss the actual value of the Insured Property immediately before the occurrence of the loss less salvage.
4. In the event of loss or damage to the Insured Property the insurance hereunder shall be maintained in force during the period of insurance for the Sum Insured the Insured undertaking to pay an additional premium at the agreed rate on the amount of any loss exceeding HKD100,000 pro rata from the date of such loss or damage to the expiry of the period of insurance but this additional premium shall be disregarded for the purpose of any adjustment of premium under General Condition 6 of this Policy.

### Section II – Liability to Third Parties

The Company shall indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay for

1. accidental death bodily injury illness or disease suffered by any person arising out of the performance of the Contract described in the Schedule;
2. accidental loss or damage to physical property arising out of the performance of the Contract described in the Schedule.

The liability of the Company under this Section of the Policy for all compensation payable to any claimant or number of claimants in respect of or arising out of all occurrences of a series consequent on or attributable to one original cause shall not exceed the limit of indemnity specified in the Schedule

In respect of any claim covered by this Section of the Policy the Company shall in addition be liable for

1. all costs and expenses of litigation recovered by any claimant against the Insured;
2. all costs and expenses of litigation incurred by the Insured with the written consent of the Company in resisting any claim

Where the Insured consists of more than one party the insurance by this Section shall apply to each party as if a separate policy had been issued to each party

Provided always that the aggregate liability of the Company shall not be increased beyond the limit of indemnity specified in the Schedule.

## Exceptions to Section II

The Company shall not indemnify the Insured in respect of:

1. liability in respect of death, bodily injury, illness or disease suffered by any person employed by any insured party i.e. Principal Contractors Sub-contractors, Sub-sub-contractors for the purpose of execution of the Insured contract or any parts thereof and any person to whom part or parts of the Insured contract have been sub-contracted including but not limited to self-employed Sub-contractors.
2. liability in respect of compensation claimed from the Insured by an injured person or dependent under any Employees' Compensation Legislation.
3. liability resulting from or attributable to or caused by the ownership or possession or use by or on behalf of the Insured of any locomotive, waterborne vessel, aircraft or vehicle other than any land vehicle which is used solely on the Contract Site and which is not used on any public road or public highway to which any Road Traffic Legislation applies.
4. liability compulsorily insurable under any legislation governing the use of motor vehicles.
5. liability in respect of loss or damage to any building property or structure caused by or resulting from vibration or by the removal or weakening of support.
6. liability in respect of loss of or damage to property belonging to or in the care custody or control of the Insured.
7. liability in respect of loss or damage to permanent or temporary works or materials forming part of the Contract or Contracts Insured under this Policy.
8. liability consequent upon any agreement by the Insured to pay any sum by way of indemnity or otherwise or predetermined penalties or liquidated damages imposed under any contract entered into by the Insured unless such liability would have attached also in the absence of such agreement contractual penalty or liquidated damages.
9. liability in respect of any contagious/infectious disease regardless of whether any disease outbreak has been declared by the relevant government bodies.
10. liability arising out of the rendering of or failure to render professional advice or service or any error or omission connection therewith or any error in advice, design or specification.
11. liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence or contributed to or by asbestos, asbestos products or asbestos contained products in whatever form or quality.
12. liability incurred from internet related activities.

## Section III – General Exceptions (Applicable to the whole Policy)

The Company shall not indemnify the Insured in respect of loss damage or liability directly or indirectly caused by or arising out of:

1. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny military or usurped power or persons acting on behalf of or in connection with any political organisation with activities directed towards the overthrow or influencing of a government de jure or de facto by force, confiscation, nationalization, commandeering, requisition or destruction or damage by order of any government de jure or de facto or by any public authority.
2. Strike, riot, lock out, civil commotion or persons taking part in labour disturbances.
3. nuclear weapons, material, ionizing 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 shall include any self-sustaining process of nuclear fission.

In any action suit or other proceeding where the Company allege that by reason of the provisions of exceptions (1) and (2) above any loss damage or liability is not covered by this insurance the burden of proving that such loss damage or liability is covered shall be upon the Insured.

4. Terrorism  
any loss, damage, death, injury, disablement, liabilities, costs or expenses of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with
  - (i) any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
  - (ii) any action in controlling, preventing, suppressing, retaliating against or responding to any such act of 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 organisation(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:
  - (i) involves violence against one or more persons; or
  - (ii) involves damage to property; or
  - (iii) endangers life other than that of the person committing the action; or
  - (iv) creates a risk to the health or safety of the public or a section of the public; or
  - (v) is designed to interfere with or disrupt an electronic system

In any action suit or other proceedings where the Company alleges that by reason of this exclusion, any accident, loss, damage or liability is not indemnifiable by this Policy, the burden of proving that such accident, loss, damage or liability is indemnifiable shall be upon the person claiming to be indemnified.

5. Electronic Data Exclusion  
Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, it is understood and agreed as follows: This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or loss of use, reduction in functionality, cost, expense of whatever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.  
Electronic Data means facts, concepts and information converted to a form useable for communications, interpretations or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.  
Computer Virus means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programme or otherwise, that propagate through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to "Trojan Horses", "Worms" and "time or logic bombs".

6. Seepage, Pollution & Contamination  
The Company shall not indemnify the Insured in respect of loss damage or liability directly or indirectly caused by or arising out of:
  - a. personal injury or bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination.
  - b. the costs of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.
  - c. fines, penalties, punitive or exemplary damages.
7. Electromagnetic Radiation Exclusion  
The Company shall not indemnify the Insured in respect of loss damage or liability directly or indirectly caused by or arising out of or allegedly due to exposure to or contact with Electromagnetic Radiation. Electromagnetic Radiation shall means magnetic energy, eaves, fields or forces generated, produces, distributed, transmitted or maintained by charges, currents, frequencies, energy or forces of electricity.

#### **Section IV – General Conditions (Applicable to the whole Policy)**

1. This Policy shall be constructed according to the laws of Hong Kong.
2. The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning wherever it may appear.
3. All the terms, exceptions and conditions contained herein or endorsed hereon are incorporated in and form part of this contract of insurance and are deemed to be conditions precedent to any liability on the part of the Company so far as they relate to anything to be done by the Insured.
4. The expressions "Constructional Plant" "Certificate of Completion" "Contract" "Contractor" "Contract Sum" "Final Contract Sum" "Maintenance Period" "Site" "Specification" and "Works" shall bear the meaning ascribed to them in the Government of Hong Kong General Conditions of Contract for Civil Engineering Works/Building Works (1985 Edition).
5. If any change shall occur materially varying any of the facts upon which this Policy is based the Insured shall immediately give notice in writing to the Company and the premium shall be adjusted in accordance with any agreed rate.
6. The Insured shall within three months of the expiry of the Construction Period furnish to the Company a declaration of the Final Contract Sum and if such sum shall differ from the Contract Sum the premium shall be adjusted accordingly subject to any minimum retained premium previously agreed.
7. The Insured shall also take all reasonable precautions to prevent loss, damage or accident and shall comply with the "Construction Sites (Safety) Regulations" and any ordinance or regulation which might apply in respect of the Insured Contract.
8. In the event of any occurrence which might give rise to a claim under this Policy the Insured shall:
  - a. notify the Company as soon as possible and in writing give an indication as to the nature and extent of the damage;
  - b. at the expense of the Company take such immediate action as is necessary to minimise the loss provided that such expense shall not increase the Company ultimate loss;
  - c. keep parts affected and make them available for inspection by a representative or surveyor of the Company for a reasonable period of time but the Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not;
  - d. submit a formal claim and furnish all such information and documentary evidence as the Company may require within 6 months of the occurrence or such further time as the Company may in writing agree such agreement not to be unreasonably withheld;
  - e. inform and assist the Police authorities in case of loss or damage due to theft or burglary or malicious action;
  - f. immediately send to the Company upon receipt any writ summons or other proceedings which may be commenced against the Insured;
  - g. give the Company all information and assistance to enable the Company to settle or resist any claim or institute proceedings.
9. In the event of a claim or claims arising for which the Company could be liable under this Policy the Company shall be entitled:
  - a. to undertake in the name and on behalf of the Insured the absolute conduct and control of any proceedings and the settlement of the same;
  - b. to take proceedings at their own expense and for their own benefit but in the name of the Insured to recover compensation or secure an indemnity from any third party in respect of anything covered by this Policy;
  - c. to pay to the Insured in respect of any claim or claims the maximum liability of the Company under Section II of this Policy as stated in the Schedule or such lesser sum for which the said claim or claims can be settled (subject to deduction in either case of any sum or sums already paid on account for such claim or claims) and thereafter the Company shall be under no further liability in respect of said claim or claims except for payment of costs and expenses incurred prior to the date of such payment and for which the Company may be liable hereunder.
10. The Insured shall not negotiate pay settle admit or repudiate any claim under the Policy without the written consent of the Company.

11. This insurance is not to be called upon in contribution and is only to pay any loss hereon if and so far as not recoverable under any other insurance.

12. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder

The settlement of differences by arbitration as provided aforesaid shall apply only where the question of quantum is in dispute liability being otherwise admitted by Company. For the purposes of any legal action under this Policy it shall be construed in accordance with the laws of Hong Kong

#### **Section V – Additional Conditions**

The following Clauses and Warranties only apply when so indicated in the Schedule and are each subject to the Conditions of this Policy.

##### **1. Safety Precautions**

Further to General Condition 7 the Insured shall:

- a. take into account the prevailing weather conditions in Hong Kong;
- b. construct storage facilities for cement and other material as water tight structures in areas not exposed to flooding and shall store cement at least 0.6 meters above ground level. The Company shall not indemnify the Insured in respect of loss or damage to cement due to rain flood or other forms of ingress of water unless the cement storage structures also suffer damage by a cause indemnifiable under the Policy;
- c. take all reasonable measures to secure the Site against unauthorised entry and shall have watchmen on guard 24 hours a day 7 days a week;
- d. take all reasonable precautions against fire hazards and provide and maintain fire fighting equipment.

##### **2. 72 Hours Clause**

It is understood and agreed that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon any loss of or damage to the Insured Property arising during any one period of 72 consecutive hours caused by typhoon, storm, tempest, earthquake, subsidence, collapse, vibration or the weakening of support shall be deemed to be one event and therefore to constitute one occurrence with regard to the excess(s) provided under Section I.

For the purpose of the foregoing the commencement of such 72 hour period shall be decided at the discretion of the Insured it being understood and agreed, however, that there shall be no overlapping in any two or more such 72 hour periods in the event of damage occurring over a more extended period of time.

##### **3. Underground Services**

- a. The Company shall not indemnify the Insured in respect of liability as a result of loss of or damage to existing underground services (such as water, gas and sewage pipes, electric and telephone cables) unless:
  - i prior to the commencement of excavation the Insured has inquired with the relevant authorities about the exact position of such services and;
  - ii in the event of the relevant authorities indicating the presence of such services in the vicinity of the Site the Insured shall proceed to locate such services by the hand-digging of trial pits prior to any mechanical excavation and;
  - iii if such services cannot be located by hand-digging the Insured shall approach each relevant authority and seek their assistance in locating its services.
- b. The liability of Company shall be restricted to the cost of repair or replacement or reinstatement of such damaged services and shall not extend to cover any consequential loss resulting from the interruption of the service.
- c. In respect of each and every occurrence of loss of or damage indemnifiable under this Clause the Company shall not be liable for the

deductible stated in the Schedule or 20% of the adjusted loss whichever is the greater.

#### **4. Burning and Welding Clause**

Notwithstanding anything contained to the contrary of this Policy, the Company are not liable for any loss, damage or liability in respect of work involving the application of heat within or in the vicinity of the Site, unless the following precautions are in operation:

- a. General
  - i The area in which the operation is to be carried out must be clear and free from combustible materials before operations commence.
  - ii Before carrying out any work on one side of a wall or partition, an inspection must be made on the opposite side to the work to ensure that no combustible materials are in danger of ignition either directly or by condition of heat.
  - iii Except for plumbing or painting contracts involving one man only, at least one responsible official must be present at commencement of the operation and two or more employees must be present during the whole period of the operation.
  - iv A thorough examination must be made in the vicinity after termination of each period of work.
  - v Portable fire extinguishing appliances must be kept available for immediate use.
- b. Oxy-acetylene and Other Welding and Cutting Equipment
  - i The area in which the work is to be carried out must be shielded adequately by the use of fire-resistant material.
  - ii Combustible floors in the area must be covered with sand or protected with overlapping sheets of non-combustible material.
- c. Blow Lamps and Blow Torches
  - i Blow lamps must be filled only in the open.
  - iii Blow lamps must be lighted immediately before work commences and extinguished immediately after work ceases.
  - iii Lighted blow lamps must not be left unattended.

CCP02/2019(P)

**Paofong Insurance Company (Hong Kong) Limited**  
A subsidiary Company 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、或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、當在一般情況下以口頭或書面形式與本公司溝通, 或以其他方式進行作為本公司所提供服務一部分的交易時。本公司亦會向第三方 (包括閣下因本公司產品及服務的推廣及/或因申請本公司產品及服務而接觸的第三方服務供應商) 收集與閣下有關的資料。
- (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(I)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, (但若《中華人民共和國個人信息保護法》(「個人信息保護法」)) 適用於本公司處理及/或使用閣下資料, 僅在獲得閣下的單獨同意的情况下) 惟可能會視乎情況將有關資料提供給下述各方作第(D)段列出的用途:-
- (i) 任何代理人、承包人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商 (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) 閣下因申請本公司的產品及服務而選擇接觸的第三方服務供應商;
  - (v) 保險中介人、再保險中介人、再保險公司及共保險公司;
  - (vi) 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;
  - (vii) 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;
  - (viii) 第三方獎賞、客戶或會員、聯營及優惠計劃供應商;
  - (ix) 本公司及/或上海商業銀行集團任何集團公司的聯營夥伴(該等聯營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);
  - (x) 慈善或非牟利機構; 及
  - (xi) 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;
  - (xii) 任何得到閣下明確或暗示同意的人士; 及
  - (xiii) 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。若個人信息保護法適用於本公司處理及/或使用閣下資料, 本公司將徵求閣下針對該等跨境傳輸活動的單獨同意。
- (F) 若個人信息保護法適用於本公司處理及/或使用閣下資料, 本公司將在和第三方共享閣下的個人資料前, 告知閣下接收方的姓名和聯繫方式、處理和提供閣下個人資料的目的和方式, 以及將要提供和分享個人資料的種類, 並徵求閣下對共享其個人資料的單獨同意。前述的個人資料接收方將僅為實現本聲明下規定的具體目的所需的範圍內使用個人資料, 並在實現目的所需的最短時間內保存個人資料, 或 (若個人信息保護法適用於銀行處理及/或使用閣下資料) 按照個人信息保護法的要求。
- (G) 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、法則及規定(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。
- (H) 本公司收集的部分資料可能構成個人信息保護法下的「敏感個人信息」, 而只有在採取了嚴格的保護措施且在處理行為具備充分必要性的前提下, 本公司才會處理敏感個人信息。若個人信息保護法適用於本公司處理及/或使用閣下資料, 該等敏感個人信息將在獲得閣下的單獨同意後才進行處理。
- (I) 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), 但條例所指明的豁免情況除外。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聯營夥伴提供的服務和產品(該等聯營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、聯營或優惠計劃供應商;
    - (3) 本公司及/或上海商業銀行集團任何集團公司的聯營夥伴(該等聯營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(I)(i)段所述的資料提供予上述第(I)(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) 本公司可能因如上述第(I)(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(I)(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)。
- (J) 根據條例中之條款, 及 (若個人信息保護法適用於本公司處理及/或使用閣下資料) 信息保護法, 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;
  - (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。

- (4) 若個人信息保護法適用於本公司處理及/或使用閣下資料，要求本公司刪除閣下的個人資料；
- (5) 若個人信息保護法適用於本公司處理及/或使用閣下資料，反對以某種特定方式使用閣下個人資料；
- (6) 若個人信息保護法適用於本公司處理及/或使用閣下資料，要求對處理閣下個人資料的規則進行解釋說明；
- (7) 若個人信息保護法適用於本公司處理及/或使用閣下資料，且滿足個人信息保護法的要求的情況下，要求本公司將閣下向本公司提供的個人資料轉移給閣下選擇的第三方；
- (8) 若個人信息保護法適用於本公司處理及/或使用閣下資料，撤回對收集、處理或轉移閣下個人資料的同意（閣下應注意，閣下撤回其同意可能導致本公司無法提供保險服務）；及
- (9) 若個人信息保護法適用於本公司處理及/或使用閣下資料，要求對自動化決策過程中產生的決策進行解釋，以及拒絕接受僅由自動化決策技術作出的決定。

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

- (K) 根據條例的條款，及（若個人信息保護法適用於本公司處理及/或使用閣下資料）個人信息保護法允許的情況下，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。
- (L) 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。
- (M) 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。
- (N) 本聲明不會限制閣下在條例和個人信息保護法下所享有之權利。
- (O) 本聲明中英文版如有歧異，概以英文版為準。
- (P) 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。

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GI-PDPO-Jun2024

# Paofong Insurance Company (Hong Kong) Limited

## Personal Data (Privacy) Ordinance – Personal Information Collection Statement (the “PICS”)

Paofong 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, or 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, generally communicate verbally or in writing with the Company, or otherwise carry out transactions as part of the Company's services. The Company will also collect data relating to you from third parties, including third party service providers with whom you interact in connection with the marketing of the Company's products and services and /or in connection with your application for the Company's products and services..
  - (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 (I) 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, subject to your separate consent (insofar as the Personal Information Protection Law of the People's Republic of China (“PIPL”) is applicable to the Company's process and/or use of your data) 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) third party service providers with whom you have chosen to interact with in connection with your application for the products and services of the Company;
    - (v) insurance intermediaries, reinsurance intermediaries, reinsurers and co-insurers;
    - (vi) 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;
    - (vii) any actual or proposed assignee, transferee, participant or sub-participant of the Company's rights or business;
    - (viii) third party reward, loyalty, co-branding and privileges programme providers;
    - (ix) 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);
    - (x) charitable or non-profit making organizations; and
    - (xi) 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);
    - (xii) any person with the express or implied consent of you ; and
    - (xiii) any third party in connection with Paragraph (D) (vii).
- Such information may be transferred to a place outside the Hong Kong Special Administration Region. Insofar as the PIPL is applicable to the Company's process and/or use of your data, we will obtain your separate consent in relation to such international transfers.
- (F) To the extent required under the PIPL, the Company will, prior to sharing your personal data with third parties, notify you of the name and contact details of the recipients, the purposes and means of processing and provision of your personal data, and the types of personal data to be provided and shared, and obtain your separate consent to the sharing of your personal data. The foregoing data recipients will use the personal data to the extent necessary for the specific purposes set out in this PICS and store the personal data for the minimum length of time required to fulfil the purposes, or insofar as the PIPL is applicable to the Company's process and/or use of your data, in accordance with the PIPL.
  - (G) 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.
  - (H) Some of the data collected by the Company may constitute sensitive personal data under the PIPL. The Company will only process sensitive personal data if strict protection measures are put in place and there is sufficient necessity to justify the processing. Insofar as the PIPL is applicable to the Company's process and/or use of your data, such sensitive personal data will be processed with your separate consent.
  - (I) 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 organizations;
    - (iv) in addition to marketing the above services, products and subjects itself, the Company also intends to provide the data described in Paragraph (I)(i) above to all or any of the persons described in Paragraph (I)(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 (I)(iv) above and, when requesting your consent or no objection in Paragraph (I)(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 (J) below, or provide the Company with your opt-out choice in the relevant application form (if applicable).**
- (J) Under and in accordance with the terms of the Ordinance and (insofar as the PIPL is applicable to the Company's process and/or use of your data) the PIPL, 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;
    - (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.
    - (4) insofar as the PIPL is applicable to the Company's process and/or use of your data, to request the Company to delete your personal data;
    - (5) insofar as the PIPL is applicable to the Company's process and/or use of your data, to object to certain uses of your personal data;

- (6) insofar as the PIPL is applicable to the Company's process and/or use of your data, request an explanation of the rules governing the processing of your personal data;
- (7) insofar as the PIPL is applicable to the Company's process and/or use of your data, to ask that the Company transfer personal data that you have provided to the Company to a third party of your choice under circumstances as provided under the PIPL;
- (8) insofar as the PIPL is applicable to the Company's process and/or use of your data, to withdraw any consent for the collection, processing or transfer of your personal data (you should note that withdrawal of your consent may result in the Company being unable to provide you with insurance services); and
- (9) insofar as the PIPL is applicable to the Company's process and/or use of your data, to have decisions arising from automated decision making (ADM) processes explained and to refuse to such decisions being made solely by ADM.

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, Paofoong Insurance Company (Hong Kong) Limited, 28/F., Two Landmark East, 100 How Ming Street, Kwun Tong, Kowloon, Hong Kong  
Fax : (852) 2626 0704

- (K) In accordance with the terms of the Ordinance, and (insofar as the PIPL is applicable to the Company's process and/or use of your data) as permitted under the PIPL, the Company has the right to charge a reasonable fee for the processing of any data access or correction request.
- (L) You acknowledge that telephone calls with the Company's staff may be recorded and used as evidence by the Company without further notice.
- (M) 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.
- (N) Nothing in this PICS shall limit your rights under the Ordinance and the PIPL.
- (O) In the event of any inconsistency between the English and Chinese versions of this PICS, the English version shall prevail.
- (P) 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.

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Effective Date: 12 June, 2024