



Private Motor Car Insurance Policy 私家汽車保險單

(1) Insuring Clause

The Insured and the Company agree:

- a. the Proposal and Declaration is incorporated and is the basis of this insurance contract;
- b. the Insured shall pay the premium as specified in the Schedule;
- c. the Company shall provide the insurance subject to the terms and conditions of this Policy in respect of any Event occurring during the period of insurance specified in the Schedule; and
- d. the following shall be conditions to any liability of the Company:
 - (i) observance of the terms and conditions of this Policy relating to anything to be done or not to be done or to be complied with by the Insured or any other person claiming to be indemnified; and
 - (ii) the truth of the Proposal and Declaration;
- e. this Policy shall not be in force unless it has been signed in the Schedule by a person authorized by the Company.

(2) General Definitions

Certain words in the Policy have specific meanings. These meanings are given below. The singular includes the plural and vice versa, and a reference to one gender includes a reference to the other genders.

The Company	Paofong Insurance Company (Hong Kong) Limited.
Event	Any one Event or series of Events arising out of one common cause or source in connection with the Motor Car.
Geographical Area	The territories of Hong Kong Special Administrative Region and includes its territorial waters for the purpose of the transit of the Motor Car by sea including incidental loading or unloading by a craft designed for the carriage of motor cars.
The Insured	The person specified as such in the Schedule.
Insured Driver	The Insured or any other person who is driving on the Insured's order or with his permission provided that the Insured or the person driving holds a licence to drive the Motor Car or has held and is not disqualified from holding or obtaining such a licence. The term "licence" means a licence or other permit required under the laws or regulations or by the licensing authority of the Geographical Area.
The Motor Car	The Motor Car specified in the Schedule.
The Policy	This Private Motor Car Insurance Policy, the Schedule and any memoranda and endorsements contained herein or endorsed hereon which shall be read as one document and any word or expression to which a specific meaning has been assigned shall bear such meaning throughout.
The Proposal and Declaration	Any signed Proposal form and Declaration and any information supplied by or on behalf of the Insured in addition thereto or in substitution thereof.
The Schedule	The pages attached to this Policy specifying the terms and details of this insurance contract.

(3) Operative Insurance Cover

- a. Where the "Terms of Cover" in the Schedule is stated to be "Comprehensive", Section (I), (II) and (III) of this Policy are operative.
- b. Where the "Terms of Cover" in the Schedule is stated to be "Third Party", only Section (II) of this Policy is operative.
- c. Where the "Terms of Cover" in the Schedule is stated to be "Third Party Fire & Theft", Section (I) in respect of loss of or damage to the insured Motor Car resulting directly from fire, self-ignition, lightning, explosion, theft or attempted theft and independently of all other causes and Section (II) of this Policy are operative.

(4) Limitations as to use of the Motor Car

The insurance coverage under any part of this Policy is operative only when the Motor Car is used for social domestic and pleasure purposes or for the Insured's business or profession.

This Policy shall not operate when the Motor Car is used for hire or reward racing pace-making reliability trial speed testing or used for any purpose in connection with the Motor Trade.

(5) Section (I) – Against loss of or damage to the Motor Car

- a. The Company shall indemnify the Insured against loss of or damage to the Motor Car and/or its accessories and/or its spare parts whilst thereon. The Company may, at their option, repair, reinstate or replace the Motor Car and/or its accessories and/or its spare parts or pay in cash the amount of such loss or damage. The Company's indemnity pursuant to this paragraph (5)a is limited to:
 - (i) the reasonable market value of the Motor Car at the time of its loss or damage; or
 - (ii) the Sum Insured of the Motor Car as specified in the Schedule; whichever is the lesser amount.

- b. If the Motor Car is disabled by reason of loss or damage insured by this Policy, the Company shall additionally pay the reasonable cost of:
 - (i) protection and removal of the Motor Car to the nearest repairer; and
 - (ii) redelivery after repair to the Insured's address within the Geographical Area where the loss or damage was sustained; provided that the amount recoverable hereunder shall not exceed 20% of the agreed cost of repairs to the Motor Car.
- c. In the event of loss of or damage to the Motor Car and/or its accessories and/or its spare parts necessitating the supply of a part not obtainable from stock held in the Geographical Area in which the Motor Car is held for repair or in the event of the Company exercising the option to pay in cash the amount of the loss or damage the liability of the Company in respect of any such part shall be limited to the price quoted in the latest catalogue or price list issued by the manufacturer or his agents for the Geographical Area in which the Motor Car is held for repair or, if no such catalogue or price list exists, the price last obtaining at the manufacturer's works plus the reasonable cost of transport otherwise than by air to the Geographical Area in which the Motor Car is held for repair and the amount of the relative import duty and the reasonable cost of fitting such part.

(6) Special conditions applicable to Section (I)

- a. Subject otherwise to the terms, conditions and exceptions of the Policy, the Company is not liable for any repair costs (including towing, storage or any incidental expenses) of the damaged Motor Car unless the motor repairer is approved by the Company or is the sole agent or manufacturer of the Motor Car.
- b. If at the Insured's request an Other Interested Party has been specified in the Schedule or in a Memorandum endorsed hereon, any payment in cash by the Company in respect of loss of or damage to the Motor Car shall be made to the Other Interested Party so specified whose receipt shall be a full and final discharge of all liability of the Company in respect of such loss or damage.
- c. The Insured may authorise the repair of the Motor Car necessitated by damage for which the Company may be liable under this Policy provided that:
 - (i) the estimated cost of such repair does not exceed the Authorized Repair Limit – HKD5,000.00; and
 - (ii) the Company is furnished forthwith with a detailed estimate of the repair cost; and
 - (iii) the Insured shall give the Company every assistance to support that such repair is necessary and the charge is reasonable.
- d. Where repair cost to the Motor Car is the subject of a claim under Section (I), the Company shall have a right of veto concerning a proposed place of repair or repair firm.
- e. If at the time of any loss or damage hereunder the reasonable market value of the Motor Car is of greater value than the Sum Insured thereon, the Insured shall be considered as being his own insurer for the difference and bear a rateable share of the loss or damage accordingly.
- f. In respect of any loss or damage caused by theft or attempted theft, it is a condition precedent to liability of the Company under this Policy that:
 - (i) the Motor Car is installed with a theft-proof security system with anti-theft warning and prevention device; and
 - (ii) the anti-theft device is put into full and effective operation at all times when the Motor Car is parked and not in use; and
 - (iii) the anti-theft device is maintained in an efficient condition throughout the currency of this Policy; and
 - (iv) the Motor Car is securely locked with all keys and duplicate keys removed at all times when the Motor Car is parked and not in use.

(7) Special exceptions to Section (I)

The Company shall not be liable in respect of:

- a. consequential loss;
- b. depreciation, wear and tear, mechanical or electrical breakdown, failure or breakage;
- c. damage to tyres unless damage is caused to other parts of the Motor Car at the same time, and
- d. any claims excesses applicable to Section (I).

(8) Claims Excesses applicable to Section (I)

- a. In respect of any Event giving rise to a claim (other than an Event of theft or attempted theft), the Company shall not be liable for the first amount of such claim specified in the Schedule as "General Excess".
- b. The "General Excess" shall be increased if at the time of the occurrence of the Event giving rise to the claim:
 - (i) the Motor Car is being driven by a person other than a "Named Driver" specified in the Schedule, by an additional amount by way of the "Unnamed Driver Excess" specified in the Schedule;
 - (ii) the Motor Car is being driven by a person under 25 years of age, by an additional amount by way of the "Young Driver Excess" specified in the Schedule;
 - (iii) the Motor Car is being driven by a person who has not held for a period of 2 years a driving licence (other than a provisional driving licence), by an additional amount by way of the "Inexperienced Driver Excess" specified in the Schedule;
 - (iv) the Motor Car is parked, by an additional amount by way of the "Parking Damage Excess" specified in the Schedule.
- c. In respect of any claim arising out of theft or attempted theft of the Motor Car, the Company shall not be liable for the first amount of each claim specified in the Schedule as the "Theft Loss Excess"
- d. In the event of a claim under Section (I):
 - (i) if paragraph (c) is applicable, then paragraphs (a) and (b) shall not be applicable;
 - (ii) if paragraph (a) and any or more of sub-paragraphs (b)(i), b(ii), b(iii) and b(iv) are applicable, the first amount of such claim for which the Company are not liable shall be calculated cumulatively;
 - (iii) if the expenditure incurred by the Company shall include any amount for which the Company is not liable pursuant to paragraphs a, b, or c, the Insured shall forthwith repay such amount to the Company.
- e. The provisions of paragraphs (a) and (b) shall not apply to loss of or damage to the Motor Car caused by fire, self-ignition, lightning or explosion which arises independently and not out of any preceding accident involving the Motor Car.

(9) Section (II) – Against third party legal liabilities

Subject to Policy Limits of Liability, Conditions and Exceptions, the Company shall indemnify the Insured and/or any Insured Driver and/or at the request of the Insured any person (other than the person driving) in or getting into or out of the Motor Car against all sums including claimant's costs and expenses which the Insured and/or such Insured Driver and/or such other person shall become legally liable to pay and other costs and expenses incurred by or on behalf of the Insured and/or such Insured Driver and/or such other person with the Company's written consent in respect of:

- (a) death of or bodily injury to any person; and/or
- (b) damage to property;

where such death or bodily injury or property damage arises out of an accident caused by or in connection with the Motor Car including the loading or unloading of goods onto or from the Motor Car and within the limits of any carriageway or thoroughfare the bringing of goods to the Motor Car for loading thereon or the taking away of goods from the Motor Car after unloading therefrom.

(10) Policy Limits of Liability to Section (II)

- a. The Company's indemnity to the Insured and/or any other person claiming to be indemnified under Section (II) including claimant's costs and expenses and other costs and expenses incurred by or on behalf of the Insured and/or such other person with the Company's written consent arising out of any Event is limited to:
 - (i) in respect of death of or bodily injury to any person pursuant to sub-paragraph 9(a), the amount specified in the Schedule as Policy Liability Limit "Third Party Death Or Bodily Injury"; and
 - (ii) in respect of damage to property pursuant to sub-paragraph 9(b), the amount specified in the Schedule as Policy Liability Limit "Third Party Property Damage".Where this Policy insures more than one Motor Car, the limitations of the Company's indemnity shall nevertheless apply irrespective of the number of insured Motor Cars that may be involved in the same Event.
- b. If the occurrence of any Event results in indemnity to more than one person, the limitations of the Company's indemnity specified in paragraph 10(a) shall apply to the aggregate of indemnity to all persons claiming to be indemnified and shall apply in priority to the Insured.
- c. At any time after the happening of any Event giving rise to a claim or a series of claims under Section (II) the Company may pay to the Insured and/or any other person claiming to be indemnified the respective full amount of the Company's liability specified in paragraph 10(a) (after the deduction of any sums already paid) or any lesser amount for which

such claims can be settled and the Company shall relinquish the conduct of any defence settlement or proceedings and shall not then be responsible for damages payable to the claimant and claimant's costs or for any damages alleged to have been caused to the Insured or such person in consequence of any alleged action or omission of the Company in connection with such defence settlement or proceedings or of the Company relinquishing such conduct nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured or by such person or by any claimant or other person after the Company shall have relinquished such conduct.

(11) Special conditions applicable to Section (II)

- a. In the event of the death of any person entitled to indemnity under Section (II), the Company shall in respect of the liability incurred by such person indemnify his legal personal representative in terms of and subject to the limitations of this insurance which apply to such person.
- b. The Company may at their own option and expense:
 - (i) arrange for representation at any inquest or fatal injury in respect of any death which may be the subject of indemnity under Section (II); and/or
 - (ii) undertake the defence of proceedings in any court of law in respect of any act or alleged offence causing or relating to any Event which may be the subject of indemnity under Section (II).

(12) Special exceptions applicable to Section (II)

The Company shall not be liable:

- a. to indemnify any person claiming to be indemnified:
 - (i) unless such person shall observe fulfil and be subject to the terms and conditions of this Policy in so far as they can apply; or
 - (ii) if such person is entitled to indemnity under any other insurance policy;
- b. in respect of death of or bodily injury to any person arising out of and in the course of such person's employment by:
 - (i) any person (including the Insured) claiming to be indemnified under Section (II); or
 - (ii) the employer of any person (including the Insured's) claiming to be indemnified under Section (II);
- c. in respect of damage to property belonging to or held in trust by or in the custody or control of:
 - (i) any person (including the Insured) claiming to be indemnified under Section (II); or
 - (ii) a member of the same household of any person (including the Insured) claiming to be indemnified under Section (II);
- d. in respect of judgments which are not in the first instance delivered by or obtained from a court of competent jurisdiction of Hong Kong Special Administrative Region;
- e. any claims excesses applicable to Section (II).
- f. any liability whilst the Motor Car is driven within any area to which the Hong Kong Airport (Restricted Areas) Regulations apply except in so far as it may be necessary solely to meet the requirements of the Motor Vehicles Insurance (Third Party Risks) Ordinance.

(13) Claims Excesses to Section (II)

- a. In respect of any Event giving rise to a claim for indemnity against liabilities for third party property damage, the Company shall not be liable for the first amount of such claim specified in the Schedule as "Third Party Property Damage Excess".
- b. The first amount of any claim for which the Company is not liable pursuant to paragraph 13(a) shall be increased if at the time of the occurrence of the Event giving rise to the claim:
 - (i) the Motor Car is being driven by a person under 25 years of age, by an additional amount by way of the "Young Driver Excess Applicable to Third Party Property Damage" specified in the Schedule;
 - (ii) the Motor Car is being driven by a person who has not held for a period of 2 years a driving licence (other than a provisional driving licence), by an additional amount by way of the "Inexperienced Driver Excess Applicable to Third Party Property Damage" specified in the Schedule;
 - (iii) the Motor Car is being driven by a person other than a "Named Driver" specified in the Schedule, by an additional amount by way of the "Unnamed Driver Excess Applicable to Third Party Property Damage" specified in the Schedule.
- c. In the event of a claim under Section (II):
 - (i) if paragraph 13(a) and any or more of sub-paragraphs 13(b)(i), 13(b)(ii) and 13(b)(iii) are applicable, the first amount of such claim for which the Company is not liable shall be calculated cumulatively.
 - (ii) if the expenditure incurred by the Company resulting from a claim

includes the amount for which the Company is not liable pursuant to paragraph 13(a) and 13(b), the Insured shall forthwith repay such amount to the Company.

(14) Avoidance of certain terms and right of recovery

If the Company is obliged by the laws of any country within the Geographical Area or by virtue of any agreement between the Company and The Motor Company' Bureau of Hong Kong to pay an amount for which the Company would not otherwise be liable under this Policy the person on whose account the payment is made (whether that person is the Insured or any other person) shall forthwith repay such amount to the Company.

(15) Section (III) – Indemnity of Medical Expenses

The Company shall pay to the Insured the reasonable medical expenses incurred in connection with any bodily injury by violent, accidental, external and visible means sustained by the Insured or the Insured Driver (other than the Insured) or any occupant of the Motor Car as the direct and immediate result of an accident to the Motor Car, provided always that the Company's liability under Section (III) arising out of any Event shall not exceed the amount specified in the Schedule as Section (III) "Policy Limit of Indemnity".

(16) No Claim Discount ("The Discount")

a. In the event of no claim being made or arising under this Policy during any of the periods of insurance specified below, the next renewal premium shall be reduced by the Discount specified hereunder:

Periods of Insurance	The Discount (On Renewal Premium)
One year	20%
2 consecutive years	30%
3 consecutive years	40%
4 consecutive years	50%
5 or more consecutive years	60%

b. If a claim has been made or has arisen under this Policy during a period of insurance of which the Discount is 40% or less, the Discount shall be forfeited. If a single claim has been made or has arisen under this Policy during a period of insurance of which the Discount is 50% or 60%, the said Discount shall be reduced at the next renewal to 20% or 30% respectively, but if more than one claim has been made or has arisen, the Discount shall be forfeited.

c. For the avoidance of doubt, any claim made under any part of this Policy during a period of insurance shall result in cancellation or reduction of the Discount pursuant to paragraph 16(b) notwithstanding any assertion or allegation that the Insured and/or the person claiming to be indemnified is not to be blamed for or has not contributed to the occurrence of the Event resulting in the claim under this Policy.

d. In the event of a transfer of interest in the Policy with the Company' prior consent from one Insured to another the claim-free period of qualification for the Discount so far as it affects the new Insured shall commence afresh with effect from the date of transfer, and the original Insured shall retain his right to the Discount earned up to the date of transfer which right is applicable to any motor insurance policy taken out by the original Insured on any one private motor car within 12 months of the date of transfer.

e. If more than one Motor Car is insured under this Policy, the Discount shall be applied as if a separate Policy had been issued in respect of each such Motor Car.

(17) General Exceptions

The Company shall not be liable under this Policy in respect of:

- a. any accident, loss, damage or liability caused, sustained or incurred:
 - (i) outside the Geographical Area;
 - (ii) whilst on the Insured's order or with his permission or to his knowledge the Motor Car in respect of which indemnity is provided by this Policy is being used otherwise than in accordance with the Limitations As To Use Of The Motor Car, or being driven by any person other than an Insured Driver or is for the purposes of being driven by him in the charge of such person;
- b. any accident, loss, damage or liability (except so far as is necessary to meet the requirements of the Motor Vehicles Insurance (Third Party Risks) Ordinance) directly or indirectly, proximately or remotely occasioned by, contributed to or traceable to or arising out of or in connection with:
 - (i) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war, mutiny, rebellion, revolution, insurrection, military or usurped power;
 - (ii) Strike, riot, civil commotion; or
 - (iii) Detention, seizure, confiscation or any attempt thereat; or by any direct or indirect consequences of any of the said occurrences;

- c. any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- d. any accident, loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and, for the purpose of this paragraph 17(d), combustion shall include any self-sustaining process of nuclear fission;
- e. any accident, loss, damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapon materials; and
- f. any accident, loss, damage or liability caused, sustained or incurred whilst the Motor Car is being driven by, in the charge or under the control of the Insured or Insured Driver:
 - (i) who is convicted of an offence for being under the influence of drink or drugs to such an extent as to be incapable of having proper control of the Motor Car; or
 - (ii) when the proportion of alcohol in his/her breath, blood or urine exceeds the prescribed limit as stipulated in Section 2 of the Road Traffic Ordinance (Cap.374) as may be amended from time to time or any legislation which replaces the same; or
 - (iii) who is convicted of an offence for failing, without reasonable excuse, to provide a specimen of breath, blood or urine for testing or analysis as required by law.
- g. 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 paragraph 17(b) and 17(g), 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.

h. any loss, damage or liability directly or indirectly caused by or contributed to by, resulting from or arising out of or in connection with asbestos, asbestos products or asbestos-containing products.

(18) General Conditions

Claims Notification

- a. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.
- b. In the event of any occurrence which may give rise to a claim under this Policy the Insured shall immediately give notice thereof to the Company with full particulars. Every letter claim, writ, summons and process shall be notified or forwarded to the Company immediately on receipt by the Insured. Notice shall also be given in writing to the Company immediately the Insured or any person claiming to be indemnified shall have knowledge of any impending prosecution, inquest or fatal inquiry in respect of any occurrence which may give rise to a claim under this Policy. In case of theft or other criminal act which may be the subject of a claim under this Policy the Insured shall give immediate notice to the Police and cooperate with the Company in securing the conviction of the offender.
- c. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured or any person claiming to be indemnified without the prior written consent of the Company which shall be entitled to take over and conduct in the name of the Insured or such person the defence or settlement of any claim or to prosecute in the name of the Insured or such person for the Company's own benefit

any claim for indemnity or damages or otherwise and the Company shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured and such person shall give all such information and assistance as the Company may require.

Reasonable Care

The Insured shall take all reasonable steps to safeguard the Motor Car from loss or damage and to maintain it in efficient condition and the Company shall have at all times free and full access to examine the Motor Car or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown the Motor Car shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the Motor Car be driven before the necessary repairs are effected any extension of the damage or any further damage to the Motor Car shall be excluded from the scope of indemnity granted by this Policy.

Cancellation

a. The Company may cancel this Policy by giving seven days' notice by registered letter to the Insured at his last known address and in such event shall return to the Insured the premium paid less the pro rata portion thereof for the period the Policy has been in force or the Policy may be cancelled at any time by the Insured on seven days' notice and (provided no claim has arisen during the current period of insurance and the current Certificate of Insurance has been returned to the Company on or before the date of cancellation) the Insured shall be entitled to a return of premium less the premium calculated at the Company' short period rates for the period the Policy has been in force.

b. Short Period Rates

The following scale of rates apply to policy issued or renewed for less than one year and shall also be used in calculating return premium on policy cancelled at the request of the Insured and not replaced within a period of one year from date of cancellation, subject to the minimum premium (HKD1,300.00 after discount) charged by the Company:

Period (Not exceeding)	Premium charged
1 month	20% of annual rate
2 months	30% of annual rate
3 months	40% of annual rate
4 months	50% of annual rate
5 months	60% of annual rate
6 months	70% of annual rate
7 or 8 months	80% of annual rate
Exceeding 8 months	100% of annual rate

c. Policy issued for a short period may not be extended upon payment of the difference between the premium for the Short Period and that for the extended period. The cancellation of policy must be in accordance with the paragraph (a) of this condition.

Other Insurance

If at the time any claim arises under this Policy there is any other insurance covering the same loss, damage or liability the Company shall not be liable to pay or contribute more than their rateable proportion of any loss, damage, compensation, costs or expenses provided always that nothing in this paragraph shall impose on the Company any liability from which but for this paragraph they would have been relieved pursuant to sub-paragraph 12(a)(ii).

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 Hongkong International Arbitration Centre. It is 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. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar 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.

Jurisdiction and Governing Law

This Policy is subject to the exclusive jurisdiction of Hong Kong Special Administrative Region and is to be construed according to the laws of Hong Kong Special Administrative Region.

Sanction and Limitation Exclusion

The Company shall not provide any cover or benefit or liable to pay any claim hereunder to the extent that the provision of such cover, benefit or payment of such claims would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Whenever cover or benefit provided by this policy or certificate or other evidences of this insurance contract or any claim that would be in violation of any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, such cover or benefit shall be null and void.

Contracts (Rights of Third Parties)

A person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance, Cap.623 of the Laws of Hong Kong to enforce or enjoy the benefit of any terms of this Policy. The consent of any person or entity who is not a party to this Policy is not required to rescind or vary this Policy.

Statement of purpose for collection of personal data

All the personal information collected or held by the Company, howsoever obtained, may be used by us or disclosed to any individual or organization within or outside Hong Kong SAR 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. The Insured shall have the right of access to and to request correction of any personal information held by the Company. A request for such access and correction may be made to Paofong's Personal Data Privacy Officer at 28/F., Two Landmark East, 100 How Ming Street, Kwun Tong, Kowloon, Hong Kong.

(19) Extra Benefits

All the Extra Benefits are applicable to Comprehensive-cover Policyholders. Third Party-cover and Third Party Fire & Theft-cover Policyholders can enjoy free advisory services (j) & (k) whilst services in (f), (g) & (h) are at their own expense.

(a) No Claim Discount Protection

Notwithstanding paragraph 16, if the total claims incurred under any sections of the Policy in any one period of insurance do not exceed HK\$50,000.00 after the application of any excess, the Insured shall, at renewal immediately subsequent, be entitled to the same percentage of No Claim Discount as under the current Policy.

It is hereby understood and agreed that all claims shall be accounted for and this extra benefit section shall not apply in the event the No Claim Discount is to be transferred to any other insurance company for whatever reason including non-renewal by both parties.

(b) New For Old Replacement Vehicle

In the event of the Motor Car having sustained a total loss, the Company agree to replace the Motor Car of the same make and model without deducting any depreciation provided that:

- (i) the Insured is the first registered owner;
- (ii) the loss occurs within the first twelve months of the first registration of the Motor Car with the Transport Department;
- (iii) the first registration of the Motor Car with the Transport Department must be made within twelve months from the date of manufacture thereof;
- (iv) the make and model of the Motor Car is available in Hong Kong Special Administrative Region;
- (v) the modifications, if any, are deducted;
- (vi) additional accessories and equipment, other than optional accessories and equipment installed by Motor Car manufacturer and the value of which is insured, are excluded;
- (vii) the net purchase price of the replacement car does not exceed the insured value of the Motor Car and
- (viii) written consent of the Company must be obtained before replacement.

However, when the Insured chooses not to accept the replacement car or the replacement car is not available, the Company shall pay the Insured in accordance with the terms and conditions of the Policy as if this extra benefit section does not apply.

(c) Medical Expenses and Personal Accident Protection

The following paragraph is incorporated into paragraph 15 of Section (III) Indemnity of Medical Expenses.

It is noted and agreed that if as a result of bodily injury by violent, accidental, external and visible means sustained by the Insured and /or

Named Driver(s) under the Policy as the direct and immediate result of an accident to the Motor Car resulting in:

- (i) death; or
- (ii) the loss by physical separation at or above the wrist or ankle of one or both hands or feet; or
- (iii) the complete and irrecoverable loss of all sight in one or both eyes, the Company shall pay HK\$100,000.00 in total as compensation.

(d) Additional Medical Expenses

It is hereby noted and agreed that the limit of indemnity under paragraph 15 Section (III) – Indemnity of Medical Expenses for the Insured or the Insured Driver(s) is increased to HK\$5,000.00.

(e) Free Windscreen Cover

In respect of loss or damage occasioned to the front windscreen only where the repair thereof does not exceed HK\$4,000, paragraph 7(d) of Claims Excesses to Section (I) shall not be applicable.

It is further noted and agreed that any claim made under this extra benefit section shall be, for the purpose of applying No Claim Discount Protection hereabove, accounted for in the calculation of the total claims settlement in any one period.

(f) 24-Hour Emergency Roadside Services

In any event of mechanical breakdown of, defect having occurred in or accident to the Motor Car, the Company shall provide twenty-four-hour telephone advisory service and if the Motor Car is known to be immobilized, unfit or unsafe to be driven, the Company shall at their own expense, excluding fuel and any parts or accessories, arrange emergency roadside repair service at the request of the Insured or his authorized driver. In such case, the Motor Car must not be left unattended prior to the arrival of the provider of the repair service.

In the event of adverse weather conditions, the Company reserve the right to suspend the services provided under this extra benefit section.

The maximum liability of the Company under this extra benefit section is HK\$2,000.00 each and every assistance case.

(g) 24-Hour Emergency Towing Service

If the Motor Car is immobilized unfit or unsafe to be driven due to an accident to or mechanical breakdown of the Motor Car the condition of which is beyond repair at the roadside, the Company shall at their own expense, excluding toll or tunnel charge, arrange for the Motor Car to be towed to the nearest designated garage or any other place in Hong Kong Special Administrative Region requested by the Insured or his authorized driver. In such case the Motor Car must not be left unattended prior to the arrival of the provider of the towing service.

In the event of adverse weather conditions, the Company reserve the right to suspend the services provided under this Section.

The maximum liability of the Company under this section is HK\$2,000.00 each and every assistance case.

(h) Temporary Substitute Vehicle

If the Motor Car is

- (i) immobilized, unfit or unsafe to be driven due to an accident to the Motor Car which requires a repair exceeding forty-eight hours; or
- (ii) discovered stolen and is not found within forty-eight hours after such discovery.

the Company shall at their own expense and the request of the Insured nominate an independent car rental contractor in the supply of a substitute car provided that:

- the make and model of the substitute car is at the discretion of the Company and may not be identical to the Motor Car;
- the Insured is responsible for 20% of the car rental expense;
- the Company is not responsible for the delivery of the substitute car;
- only the Insured or any of the Named Driver(s) specified in the Policy Schedule can be registered as the driver of the substitute car;
- in the event of immobilization of the Motor Car or it being unfit or unsafe to be driven, the towing of the Motor Car subsequent to the accident must be arranged by the Company; or
- in the event of the Motor Car being stolen, the statement reporting the loss to the police shall be produced.

The Company shall discontinue to provide the substitute car as soon as the repair of the Motor Car is duly completed or in the event of the Motor Car being stolen, as soon as the Motor Car is recovered and first handed over to the Insured.

The maximum liability of the Company under this section is HK\$4,000.00 each and every accident. The Company shall only be liable for the actual rental costs. All other costs are the responsibility of the Insured.

For the purpose of providing the benefits under this section, the Company shall nominate an independent car rental contractor and the Insured shall upon claiming for the benefits under this section comply with the terms and conditions of the car rental contractor.

It is further declared and agreed that when the car rental contractor nominated by the Company does not make the substitute car available, the Insured is entitled to arrange for himself the substitute car of make and model equivalent to the Motor Car and the Company shall reimburse the Insured the expenses incurred therefor according to the terms and conditions under this section.

(i) Claims Recovery Service

The Company agrees to,

- (i) In the event of the Company having paid a claim under the Policy, it undertakes to pursue a recovery from the liable third party. If successful, the Company shall refund to the Insured a rateable proportion of the Policy excess to the loss less any fees incurred by the Company in pursuing the recovery.

Where a full recovery is made, the Company shall reinstate the No Claim Discount from the renewal(s) subsequent to the loss and refund to the Insured the difference in premium paid as a result of the reduction of the No Claim Discount;

- (ii) in the event of the adjusted claim being under Policy excesses or the cover granted being Third Party Only or Third Party Fire and Theft, the Company shall assist the Insured in pursuing the claim against the liable third party. The assistance shall be advisory only and the Company shall not be obligated to take any action against any parties in pursuing the recovery.

(j) 24-Hour Traffic Regulation Enquiry Service

The Company shall, at the request of the Insured or his authorized driver, provide over the phone general information on Hong Kong traffic regulations and the possible liabilities after a traffic accident / event. The Company shall not be liable to provide information or advice beyond their capacity or for loss or damage resulting therefrom.

(k) 24-Hour Claim Enquiry Service

A claim enquiry service hotline is available 24 hours a day to the Insured to advise on the claim procedures and how to report a claim.

Hotline (24 hours): 2863 5541

Remarks:

1. Items (f), (g), (h), (j) & (k) are services provided by Europ-Assistance Hong Kong Limited ("EAHK") through the arrangement of the Company who shall not be held responsible for any disputes arising between the Insured and EAHK.
2. Services in Items (f), (g) & (h) are provided in Hong Kong Special Administrative Region only and are not applicable to accident or breakdowns outside Hong Kong Special Administrative Region.

VPP06/2024 (P)

Paofong 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



Paifoong Insurance

寶豐保險

寶豐保險 (香港) 有限公司

個人資料 (私隱) 條例 - 收集個人資料聲明 (「本聲明」)

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
寶豐保險

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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