



Personal Accident Insurance Policy 人身意外保險單

Insuring Agreement

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

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

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

Part I – Definitions

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

| | |
|---|--|
| <i>You/Your/Insured Person</i> | The person named as "The Insured" in the <i>Schedule</i> . |
| <i>We/Us/Our/Company/Paofong</i> | Paofong Insurance Company (Hong Kong) Limited |
| <i>Period of Insurance</i> | That period for which <i>we</i> have accepted <i>your</i> premium as stated in the <i>Schedule</i> . |
| <i>Accidental Death</i> | Death occurring within twelve calendar months of and as a direct and independent result of an <i>accident</i> . |
| <i>Permanent Disabilities</i> | Total and <i>permanent</i> disability or any partial and <i>permanent</i> disability as stated in the Scale of Benefits, which within twelve months of the date of the <i>injury</i> is proved to <i>our</i> satisfaction to be <i>permanent</i> . |
| <i>Permanent Total Disablement</i> | When as a result of <i>bodily injury</i> and commencing within 12 consecutive months of the date of the <i>accident</i> <i>you</i> are totally and <i>permanently</i> disabled and prevented from engaging in each and every occupation or employment for compensation or profit for which <i>you</i> are reasonably qualified by reason of <i>your</i> education, training or experience, or if <i>you</i> have no business or occupation from attending to any duties which would normally be carried out by <i>you</i> in <i>your</i> daily life. |
| <i>Hospital</i> | <i>Hospital</i> means a legally constituted establishment operated pursuant to the laws of the country in which it is based, and meeting all of the following requirements in that it: <ul style="list-style-type: none"> - operates primarily for the reception and medical care and treatment of sick, ailing or injured persons on a resident in-patient basis; - admits resident in-patients only under the supervision of a <i>physician</i> or <i>physicians</i> one of whom is available for consultation at all times; - maintains organized facilities for medical diagnosis and treatment of such persons, and provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by or available to the establishment; - provides a full-time nursing service by and under the supervision of a staff of nurses; - maintains a legally licensed <i>physician</i> |

in residence

Hospital shall not include the following:

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

Accident/Accidental

A sudden and unforeseen event that happens unexpectedly and causes *bodily injury* to *you*. *Death* or *injury* caused solely by violent, external and visible means in an *accident* and which is the sole cause of the event and independent of any other cause.

Injury/Bodily Injury

Medical Practitioner/Physician

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

Personal Effects

Personal possessions or clothing normally worn or carried by the *insured person*, but excludes money of any kind.

Permanent/Permanently

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

Loss of Limb

Means as a result of an *accident* either (i) loss by physical separation at or above the wrist or ankle joint or (ii) total and *permanent loss of use*.

Loss of Sight

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

Loss of Speech

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

Loss of Hearing

Permanent irrecoverable *loss of hearing* where:

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

Loss of Use

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

Head

Shall mean the part from vertex to mandible of a person.

Second Degree Burns

Shall mean both epidermis and the underlying dermis are damaged.

Third Degree Burns

Shall mean the damage or destruction of the skin to its full depth and damage to the tissues beneath.

Weekly Hong Kong

Seven consecutive calendar days. The Hong Kong Special Administrative Region of the People's Republic of China

Public Common Carrier

Any mechanically propelled conveyance operated by a company or an individual licensed to carry passengers on hire.

Part II – Coverage

Table of Benefits

| Scope of Cover | Maximum Indemnity/Sum Insured Per Insured Person (HK\$) | | |
|--|--|---|---|
| | Diamond | Platinum | Gold |
| 1. Accidental Death Permanent Total Disablement - Double Indemnity - Second to Third Degree Burns - Funeral Allowance | 1,000,000 1,000,000 2,000,000 200,000 30,000 | 500,000 500,000 1,000,000 100,000 30,000 | 300,000 300,000 600,000 60,000 30,000 |
| 2. Accidental Medical Expenses ** General Consultation/Specialist Consultation - Maximum per day Additional Bonesetting, Physiotherapy & Acupuncture Coverage - Maximum per year - Maximum per day - Treatment per accident | 20,000 250 3,000 150 5 | 10,000 200 2,000 150 5 | 5,000 150 1,000 150 5 |
| 3. Hospital Cash Allowance ** - Per week | 50,000 1,500 | 25,000 1,000 | 15,000 500 |
| 4. Loss/Damage to Personal Effects - Per accident | 2,000 1,000 | 2,000 1,000 | 2,000 1,000 |
| 5. Worldwide Emergency Assistance Hospital Deposit Guarantee Medical Evacuation Repatriation of Mortal Remains/Ashes Compassionate Visit Dispatch of Essential Medicine/Equipment Other Advisory & Informatory Services | | 40,000 Actual Expenses Actual Expenses One round trip economy air ticket 10,000 | |

** Per Year & Per Accident

Section 1 – Accidental Death or Permanent Disability Benefits

1.1 Accidental Death

We will pay you up to the insured amounts in the Schedule in respect of death of the insured person as a direct and independent result of an accident during the Period of Insurance occurring within twelve calendar months of the date of the accident. In addition, we will pay the actual expenses necessarily and reasonably paid for burial or cremation of the insured person in Hong Kong up to HK\$30,000 per insured person.

1.2 Permanent Disability

We will pay up to the respective percentage of Sum Insured shown in item 1.3 - Scale of Benefits if any insured person suffers injury as a direct result of an accident during the Period of Insurance. We will pay the benefit to you only if permanent disability occurs within twelve months of the date of the accident. We will only pay either benefit 1.1- Accidental Death or 1.2 - Permanent Disability in respect of any one accident.

1.3 Scale of Benefits

We will pay the respective percentage of the Sum Insured of the plan selected as described below:

| Permanent Disability | Percentage of Sum Insured Payable under Permanent Disability |
|---|--|
| 1 Total and permanent loss / loss of use or total paralysis of one or more limbs | 100% |
| 2 Permanent total disablement | 100% |
| 3 Total and permanent loss of sight in one or both eyes | 100% |
| 4 Total and permanent loss of lens of one eye | 50% |
| 5 Total and permanent loss / loss of use of 4 fingers and thumb of one hand | 75% |
| 6 Total and permanent loss / loss of use of 4 fingers of one hand | 50% |
| 7 Total and permanent loss / loss of use of thumb - both phalanges - one phalanx | 30% 15% |
| 8 Total and permanent loss / loss of use of index finger - three phalanges - two phalanges - one phalanx | 15% 10% 5% |
| 9 Total and permanent loss / loss of use of middle finger - three phalanges - two phalanges - one phalanx | 10% 5% 3% |
| 10 Total and permanent loss / loss of use of ring finger - three phalanges - two phalanges - one phalanx | 7% 5% 2% |
| 11 Total and permanent loss / loss of use of little finger - three phalanges - two phalanges - one phalanx | 5% 3% 2% |
| 12 Total and permanent loss / loss of use of metacarpals - first or second (additional) - third, fourth or fifth (additional) | 3% 2% |
| 13 Total and permanent loss of all toes on one foot Loss of toes - great, both phalanges - great, one phalanx - other than great, if more than one toe lost, each | 20% 10% 5% 3% |
| 14 Total and permanent loss of hearing in both ears | 80% |
| 15 Total and permanent loss of hearing in one ear | 20% |
| 16 Total and permanent loss of speech | 60% |
| 17 Shortening of leg by at least 5 cm | 10% |

The aggregate of all percentages payable with respect to any one accident per insured person shall not exceed 100%. In the event that 100% of the Sum Insured is paid under this section in respect of any one insured person, this Policy shall then immediately cease to be in force with regard to such insured person. No premium for the unexpired period will be refunded.

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

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

1.4 Extensions to Section 1

1.4.1 Double Indemnity

The amounts payable under item 1.1 - Accidental Death Benefit will be doubled if death of the insured person is sustained as a result of consequent upon or attributable to the insured person being:

1. an innocent victim in a robbery or attempted robbery including escape of the perpetrators therefrom, or
2. shot as an innocent victim by the police or criminal in a criminal act, or
3. attacked by shark, or
4. a fare-paying passenger in a public common carrier or in a private car.

This extension is applicable only when the above-mentioned incident takes place in Hong Kong.

1.4.2 Burns Benefit

In the event an insured person suffers second or third degree burns, due to an accident, on area listed hereunder and certified by a registered medical practitioner, we will pay to the insured person as per the below compensation table up to 20% of the Sum Insured under the death benefit of the plan selected.

| Second or Third Degree Burns | | |
|------------------------------|---|---|
| Area | Damage as a percentage of total surface area | Percentage of Sum Insured Payable under Burns |
| Head | a. Equal to or greater than 12% damage of total head surface area | 100% |
| | b. Equal to or greater than 8% but less than 12% damage of total head surface area | 75% |
| | c. Equal to or greater than 5% but less than 8% damage of total head surface area | 50% |
| | d. Equal to or greater than 2% but less than 5% damage of total head surface area | 25% |
| Body (excluding Head) | a. Equal to or greater than 20% damage of total body surface area | 100% |
| | b. Equal to or greater than 15% but less than 20% damage of total body surface area | 75% |
| | c. Equal to or greater than 10% but less than 15% damage of total body surface area | 50% |

Benefit shall not be payable for more than one type of damage in respect of the same injury. Should more than one type of damage occur from the same injury, we shall only pay for the type of damage with the greatest compensation.

For any damage we paid which is less than 100% of the Sum Insured under the Burns benefit, the Sum Insured shall be reduced by the amount paid from the date of the accident until the expiration of the Policy and all sums payable in respect of subsequent damage will be calculated as a percentage of the original Sum Insured.

1.5 Special Provisions for Section 1

1.5.1 The aggregate amount we pay under this section for any insured person aged below 17 at the time of an accident shall not exceed HK\$300,000.00.

1.5.2 If the insured person disappears during the Period of Insurance and the body of the insured person has not been found within one calendar year after the date of the disappearance, sinking or wrecking of the common carrier in which the insured person was a fare-paying passenger, then upon the receipt of evidence to our satisfaction the death of the insured person as the sole and direct result of an accident will be presumed. We will then pay the benefit of 1.1 under this section provided the beneficiary or legal personal representatives shall sign an undertaking to refund such sum to us if the insured person is subsequently found to be living.

1.6 Exclusions to Section 1

Nuclear/Chemical/Biological Terrorism Exclusion

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

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

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

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

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

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

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

Section 2 – Medical Expenses

2.1 Medical Expenses

If an *insured person* suffers *bodily injury* during the *Period of Insurance*, which necessitates medical or surgical treatment, *we* will pay *you* the actual medical expenses necessarily and reasonably incurred by the *insured person* for:

1. a *medical practitioner, physician, surgeon, nurse, hospital* and/or ambulance service for medical, surgical, X-ray, *hospital* or nursing treatment including the cost of medical supplies and ambulance hire, dental treatment incurred on sound and natural teeth necessitated by the *accident* and the cost of physiotherapy treatment received as an in-patient only.
2. a *medical practitioner, physician, surgeon, clinic, diagnostic laboratory* for outpatient consultation.

For treatment as an in-patient (being a patient confined in a *hospital* for twenty four hours or more) the most *we* will pay in respect of room and board charges is HK\$1,000 per day. The amount payable for room and board charges as an in-patient under this section will be doubled for a period of not exceeding thirty days of each *accident* or each series of *accidents* whilst an *insured person* is confined in an Intensive Care unit of a *hospital*.

2.2 Extensions to Section 2

2.2.1 Additional Bonsetting, Physiotherapy and Acupuncture Treatments

If an *insured person* suffers *bodily injury* during the *Period of Insurance*, which necessitates bonsetting, physiotherapy or acupuncture treatments from a qualified and registered bonsetter, physiotherapist or acupuncturist, *we* will pay *you* the actual medical expenses incurred. The maximum amount *we* will pay under this item for any one visit and in any one day is HK\$150, but not more than 5 visits for any one *accident* and up to the Sum Insured as stated in the Schedule for the *Period of Insurance*.

2.3 Other Insurance

If *you* are entitled to benefits payable under any other insurance policy, the benefits payable under this Policy shall be limited to the balance of expenses not covered under such other insurance policy.

2.4 Special Provision for Section 2

The aggregate amount *we* will pay for the *Period of Insurance* under this section is the Sum Insured of the plan selected in the Table of Benefits in respect of Medical Expenses. The limit of item 2.2.1 is payable in addition.

Section 3 – Hospital Cash

3.1 If an *insured person* suffers *bodily injury* during the *Period of Insurance* which results in the *insured person* being an in-patient (a patient confined in a *hospital* for twenty four hours or more) for treatment due to such *injury*, *we* will pay *you* a weekly allowance as shown in the Table of Benefits under *Hospital Cash Allowance*.

The amount payable shall be calculated on each complete 7 consecutive calendar days up to the Sum Insured for the plan selected. *We* will not pay any claim if the period of hospitalization is shorter than three consecutive calendar days. If the period of hospitalization is not a multiple of seven consecutive calendar days, *we* will pay a proportional share of benefit as shown in the Table of Benefits under *Hospital Cash Allowance* of the plan selected.

The maximum amount *we* will pay per *accident* and for the *Period of Insurance* is shown in the Table of Benefits under *Hospital Cash Allowance* of the plan selected.

Section 4 – Loss of or damage to Personal Effects

4.1 If an *insured person* suffers *bodily injury* and damage to *personal effects* in the same *accident*, *we* will pay *you* the actual replacement cost of such *personal effects* up to HK\$1,000 in any one *accident* and HK\$2,000 in aggregate provided item 2.1 is payable under the Policy.

Section 5 – Pafoong Emergency Assistance

5.1 If the *insured person* suffers from *injury* as a direct result of an *accident* during the *Period of Insurance* whilst traveling outside *Hong Kong* for a trip not exceeding ninety days, Europ-Assistance Hong Kong Limited (EAHK) will provide the services on collect call or reversed charge basis as follows:

5.1.1 Hospital Admission Guarantee

Upon admission to a *hospital*, EAHK will guarantee the medical expenses incurred by *you* up to a limit of HK\$40,000 in respect of any one *insured person*. The admission must be approved by EAHK and *you* may be required to provide a financial guarantee, such as credit card to EAHK.

5.1.2 Emergency Medical Evacuation

Should *you* suffer from *bodily injury* such that EAHK’s medical team and the attending *physician* recommend hospitalisation in another medical facility where *you* can be suitably treated EAHK will arrange and pay for:

- The transfer of *you* into one of the nearest *hospital* and,
- If necessary, on medical grounds

The transfer of *you* with necessary medical supervision by any means (including but not limited to air ambulance, scheduled commercial flight, and road ambulance) to a *hospital* more appropriately equipped for the particular *bodily injury*. The medical team and attending *physician* will determine the necessary arrangements according to the circumstances.

5.1.3 Repatriation After Treatment

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

5.1.4 Repatriation of Mortal Remains

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

5.1.5 Compassionate Visit

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

5.1.6 Return of Unattended Children

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

5.1.7 Dispatch of Essential Medical and/or Medical Equipment

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

Twenty four hours telephone hotline information and referral services including:

5.2.1 Pre-trip Information Assistance

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

5.2.2 Embassy Referral

We will provide the *insured person* with the address, telephone number and hours of opening of the nearest appropriate consulate and embassy worldwide.

5.2.3 Medical Service Provider Referral

We will provide the *insured person* with the names, addresses and telephone numbers of *physicians, hospitals, clinics, dentists, and dental clinics.*

5.2.4 Lost Passport Assistance

We will assist the *insured person* when he/she loses his/her passport while traveling outside *Hong Kong* by contacting the appropriate authorities involved and providing directions for recovery.

5.2.5 Lost Luggage Assistance

We will assist the *insured person* when he/she loses his/her luggage while traveling outside *Hong Kong* by contacting the appropriate authorities involved and providing directions for recovery.

5.2.6 Interpreter Referral

We will assist the *insured person* by providing the names, address, telephone number and office hours of interpreters worldwide.

5.2.7 Legal Referral

We will assist the *insured person* by providing the names, addresses, telephone numbers and office hours of lawyers and legal practitioners worldwide.

5.2.8 Overseas Telephone Medical Advice

We will arrange to provide free medical advice to the *insured person* over the phone while he/she is traveling outside *Hong Kong.*

5.2.9 Monitoring of Medical Condition When Hospitalized

Our doctors will, at *our* cost, monitor the *insured person's* case while hospitalized by liaising with the *insured person* and the treating *physician* or doctor to obtain medical assessment and reports if authorized by the *insured person* to do so.

In respect of services 5.2.8 and 5.2.9 hereabove, hospitalization expenses or medical expenses charged to the *insured person* by a *hospital, physicians* other than *our* doctors, or any other medical professions are to be borne by the *insured person* unless otherwise covered under this Policy.

5.3 Special Provisions for Section 5

No service will be provided or paid under this section:

- 5.3.1 When the *insured person* is located in areas which represent war risks or political conditions such as to make the provision of services under this section impossible or reasonably impracticable.
- 5.3.2 For emergency medical evacuation or repatriation or repatriation of the *insured person's* mortal remains or other cost not approved in writing in advance by *us* and/or not arranged by *us.* This exclusion shall not apply to emergency medical evacuation from remote or primitive areas where *we* cannot be contacted in advance and delay might reasonably be expected to result in loss of life or extreme prejudice to the *insured person's* prospect.
- 5.3.3 When the *insured person* is residing or traveling outside of *Hong Kong* contrary to the advice of a *medical practitioner* or for the purpose of obtaining medical treatment or for rest and recuperation following any prior *accident* or illness.

Pafoong Emergency Assistance Hotline: (852) 2863 5541

Part III – General Exclusions

This Policy will not cover death, disability or other expenses arising directly or indirectly from:

1. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power;
2. Engaging in any of the activities below,

- 2.1 in duty with any armed force of any country or international authority;
- 2.2 any kind of sport or race in a professional capacity or where the *insured person* would or could earn any remuneration from engaging in such sport or race;
- 2.3 parachuting, sky diving, ballooning and hang-gliding or any other flying activities other than as a fare-paying passenger in a properly licensed aircraft provided and operated by an airline or an air charter company which is duly licensed for the regular transportation of fare-paying passengers;
- 2.4 climbing or mountaineering necessitating the use of ropes and guides;
- 2.5 trekking at an altitude greater than 5,000 meters above sea level;
- 2.6 scuba diving.
3. Suicide, attempted suicide or intentional self-injury whether sane or insane;
4. The influence of alcohol or drugs unless it is taken in accordance with proper medical prescription of a *Medical Practitioner*;
5. Any kinds of sickness or disease, even as a consequence of any *injury*;
6. Childbirth, pregnancy, miscarriage or abortion notwithstanding that such injury may have been accelerated and induced by an *accident*;
7. Any venereal disease or Acquired Immuno-deficiency Syndrome (AIDS), AIDS related complex or infection by Human Immunodeficiency Virus (HIV);
8. Any mutant derivatives or variations thereof however caused or however named;
9. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or from any nuclear weapons material.

Sanction and Limitation Exclusion Clause

We 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 *us* 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.

Part IV – Conditions

1. Cancellation

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

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

2. Multiple Policies

The *insured person* may not be insured under more than one Personal Accident Insurance Policy with *us* without *our* prior approval. If any *insured person* is covered under more than one such Policy without *our* prior approval, *we* will pay only the benefit under the Policy, which provides the highest benefit amount. When the benefit under each such Policy is identical *we* will pay the benefit under the Policy that was first issued.

3. Change of Occupation

If the *insured person* changes his/her occupation from that shown in the Schedule *you* must inform *us* in writing immediately and pay any additional premium that *we* may require. If *you* do not inform *us* of such change then no claim shall be payable in respect of any *injury* arising out of or in the course of attending such occupation.

4. Misrepresentation

If *you* or any one acting for *you* makes a statement in the application form or in connection with any claim knowing the statement is false *we* will not be liable for any claim and all cover under the Policy shall cease.

5. Age Limit

The *insured person* must be under sixty five years of age at the effective date of this Policy and all coverage will cease at the expiry date following the *insured person's* 70th birthday.

6. Notification of Claim

You must inform us in writing as soon as possible and always within two calendar months of any *accident* likely to cause a claim. We shall be entitled to call for:

- i. an examination by a medical referee appointed by us for a non fatal *injury*;
- ii. a post mortem examination if death occurs, at our expense. Reasonable notice prior to interment, cremation, post mortem examination or inquest must be given to us. The results thereof should be submitted to us.

You will supply all certificates, information, evidence and receipts required by us at your expenses and attend medical examinations as required by us at our expense.

7. Payment of Claim

We will pay all benefits to the policyholder or the insured person named in the Schedule for their respective rights and interests. In the event of death of the policyholder as shown in the Schedule, we will pay all benefits not yet paid to the legal personal representatives of the policyholder. In the event of death of the *insured person(s)*, we will pay all benefits not yet paid to the named beneficiary(ies) as specified in the Schedule, if any, or otherwise the legal personal representative of the *insured person*.

8. Prohibition on Trust or Assignments

This Policy is not assignable and may not be made subject to any lien or charge or trust.

9. Time Limit

In no case shall we be liable in respect of any claim after the expiration of twelve months from the occurrence of the *bodily injury* giving rise to the claim unless the claim has been admitted or is the subject of a pending legal action or arbitration.

10. Arbitration

All differences arising out of this Policy shall be determined by arbitration in accordance with the Arbitration Ordinance as amended from time to time. If the parties fail to agree upon the choice of the arbitrator, then the choice shall be referred to the Chairman for the time being of the Hong Kong 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 we shall disclaim liability to the *insured person* 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.

11. Jurisdiction and Governing Law

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

12. Statement of Purpose for Collection of Personal Data

All the personal information collected or held by us, howsoever obtained, may be used by or disclosed to any individual or organization within or outside Hong Kong for the following purposes: (1) to assess and service the application and insurance Policy, (2) to process the direct debit authorization or credit card payment and (3) to conduct insurance claims or analysis. You shall have the right of access to and to request the correction of any personal information concerning themselves held by us. A request for such access and correction may be made to our Personal Data Privacy Officer at 28/F., Two Landmark East 100 How Ming Road, Kwun Tong, Kowloon, Hong Kong.

13. 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.

Part IV – Claims Procedures

Step 1. Notify Paofong or its agent or your broker as soon as possible.

Step 2. Fill in a Claim Form if necessary and supply the following documents as appropriate:

Accidental Death

- * Death certificate
- * Coroner's report
- * In the event of disappearance, presumption of death as proclaimed by a court

Permanent Disability

- * Certificate issued by a *medical practitioner* certifying the degree or severity of disability in accordance with the Scale of Benefit 1.2
- * Police report, where relevant

Medical Expenses

- * Diagnosis and treatment, including the *insured person's* name, diagnosis and

date of diagnosis, certified by a *medical practitioner*, and receipt for payment

- * Original bill issued by *hospital* or clinic with itemized expenses, and receipt for payment

- * Original medical certificate from a *medical practitioner*

Hospital Cash Allowance

- * Original *hospital* bill with itemized expenses, and receipt for payment

- * Original medical certificate from a *medical practitioner*

Personal Effects

- * For any claim of damage to *personal effects*, official receipt, including date of purchase, price, model and type of item lost or damaged; and picture of the damaged item or the damaged item itself shall be submitted

PPA/PZG06/2024(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



Pafoong 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的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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