



**China Medical Card Insurance Policy 中國醫療保證卡保險單**

**Insuring Agreement**

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

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

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

**Part I – Definitions**

Certain words in the Policy have specific meanings. These meanings are given below. To help *you* identify these words, *we* have printed them in *italics* throughout. The feminine gender mentioned in the Policy shall include also the masculine.

<i>You/Your/Insured Person</i>	The person named as "The Insured" in the Schedule
<i>We/Us/Our/Company/Paifoong</i>	Paifoong Insurance Company (Hong Kong) Limited
<i>Period of Insurance</i>	That period for which <i>we</i> have accepted <i>your</i> premium as stated in the Schedule.
<i>Insured Journey</i>	The <i>insured journey</i> commences when the <i>insured person</i> leaves his place of residence or place of regular employment in <i>Hong Kong</i> to the immigration counter or three (3) hours before his schedule departure time of the carrier in which the <i>insured person</i> has arranged to travel whichever last occurs, and ceases on either one of the following occasions whichever occurs first: a) the expiration of a hundred (100) days period beginning from the date such particular trip commenced; or b) the <i>insured person</i> has returned directly to his place of residence or place of regular employment in <i>Hong Kong</i> ; or c) three (3) hours from the arrival time of the carrier the <i>insured person</i> has taken to <i>Hong Kong</i> .
<i>Permanent/Permanently</i>	Lasting 12 consecutive months from the date of the <i>accident</i> and at the expiry of that period being beyond hope of improvement
<i>Permanent Disability</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>Loss of Use</i>	Total functional disablement and is treated like the total loss of the said limb or organ.
<i>Loss of Sight</i>	Total and irrecoverable <i>loss of sight</i> of an eye by <i>accident</i> or surgical operation necessitated thereby rendering <i>you</i> absolutely blind beyond remedy by surgical or other treatment.
<i>Loss of Hearing</i>	<i>Permanent</i> irrecoverable <i>loss of hearing</i> 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.
<i>Loss of Speech</i>	The <i>disability</i> in articulating any three of the four sounds which contribute to the speech including the labial sounds, the alveololabial 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
<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: 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 <i>confines</i> 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 <i>Hospital</i> shall not include the following: - a mental institution; an institution <i>confined</i> primarily to the treatment of psychiatric disease including sub-normality; the psychiatric department of a <i>hospital</i> ; - 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 <i>hospital</i> used primarily as a place for drug addicts or alcoholics, or as a nursing, a convalescent, rehabilitation, extended care facility or rest home. <i>Any hospital</i> in the China Medical Card list provided by <i>us</i> .
<i>Appointed Hospital</i>	<i>Accident/ Accidental Injury/ Bodily Injury</i>
<i>Disability/ Disabilities</i>	A sudden and unforeseen event that happens unexpectedly and causes <i>bodily injury</i> to the <i>insured person</i> . <i>Bodily injury</i> to the <i>insured person</i> caused by an <i>accident</i> solely and independently of any other cause. <i>Injury</i> to or <i>sickness</i> of the <i>insured person</i> . Successive <i>disabilities</i> arising from the originated <i>injury</i> or <i>sickness</i> of the <i>insured person</i> are treated as one <i>disability</i> unless they result from causes unrelated to each other or are separated by at least 90 days from the date of discharge from the <i>hospital</i> or the last consultation at the <i>medical practitioner's</i> office whichever is the latter
<i>Sickness/ Illness</i>	A physical condition marked by a pathological deviation from the normal healthy state contracted within the <i>territorial limit</i> and during the <i>insured journey</i> .
<i>Medical Practitioner/ Physician</i>	A registered <i>medical practitioner</i> other than an <i>insured person</i> legally licensed and duly qualified in the geographical area of his practice to render medical and surgical services.
<i>Confined/ Confined/ Confinement</i>	Necessary residence in a <i>hospital</i> as an in-patient while under the care of a <i>medical practitioner</i> for the treatment of a <i>disability</i> and for which the <i>hospital</i> makes a charge for room and board, except when such <i>confinement</i> is in connection with any actual surgical operation which <i>confinement</i> as an in-patient is not necessary
<i>Pre-existing Condition</i>	<i>Illness</i> contracted or <i>bodily injury</i> sustained by <i>you</i> for which <i>you</i> has diagnosis or symptoms or should reasonably have received medical treatment, consultation, prescribed drugs or advice from a <i>medical practitioner</i> within twelve (12) consecutive months immediately prior to first day of the <i>insured journey</i> .
<i>Hong Kong</i>	The Hong Kong Special Administrative Region of the People's Republic of <i>China</i> .

<i>China</i>	The territorial limit of the People's Republic of <i>China</i> , but excluding <i>Hong Kong</i> and <i>Macau</i> .
<i>Territorial Limit</i>	Anywhere within <i>China</i> or any other places constitute part of a direct route to <i>China</i> or return to <i>Hong Kong</i> .

## Part II - Coverage

The following table of benefits shows the maximum amount we will pay under different section of cover for different plans.

### Table of Benefits

	Standard Plan Disability (HK\$)	Premier Plan Disability (HK\$)
1. Personal Accident	300,000	500,000
2. Medical Expenses	300,000	500,000
♦ Follow-up treatment in <i>Hong Kong</i> within 90 days	75,000	125,000
♦ Compassionate Transfer	150/ride	150/ride
♦ Number of ride per Confinement	1	1
3. Personal Liability	1,000,000	2,000,000
4. Emergency Assistance		
♦ Hospital Admission Guarantee		40,000
♦ Emergency Evacuation & Repatriation		Actual Expenses
♦ Repatriation of Mortal Remains		Actual Expenses
♦ Compassionate Visit	10,000	15,000
- Accommodation Expenses		\$1,000/day
♦ Return of Unattended Children	10,000	15,000
♦ Dispatch of Essential Medicine/Equipment	8,000	10,000
♦ Free referral services		

### Section 1 – Accidental Death and 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 within twelve calendar months and as a direct and significant result of an accident occurred during the insured journey.

#### 1.2 Permanent Disability

We will pay up to the respective percentage of Sum Insured shown in the 1.3 - Scale of Benefits if any insured person suffers injury as a direct and significant result of an accident occurred during the insured journey. 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 benefit in respect of either item 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 as described below:

Permanent Disability	Percentage of Sum Insured under Permanent Disability
1. Total and permanent loss / loss of use or total paralysis of one or more limbs	100%
2. <b>Permanent total disablement</b>	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	30%
- one phalanx	15%
8. Total and permanent loss / loss of use index finger	
- three phalanges	15%
- two phalanges	10%
- one phalanx	5%
9. Total and permanent loss / loss of use of middle finger	
- three phalanges	10%
- two phalanges	5%
- one phalanx	3%
10. Total and permanent loss / loss of use of ring finger	
- three phalanges	7%
- two phalanges	5%
- one phalanx	2%
11. Total and permanent loss / loss of use of little finger	
- three phalanges	5%
- two phalanges	3%
- one phalanx	2%
12. Total and permanent loss / loss of use of metacarpals	
- First or second (additional)	3%
- Third, fourth or fifth (additional)	2%
13. Total and permanent loss of all toes on one foot	20%
Total and permanent loss of toes	
- Great, both phalanges	10%
- Great, one phalanx	5%
- Other than great, if more than one toe lost, each	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 5cm	10%

The aggregate percentage payable with respect to any one accident per insured person shall not exceed 100%. In the event that 100% of the Sum Insured has been paid under this section in respect of any one insured person, this insurance 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 shall adopt a percentage of disability which in our opinion is consistent with the above scale.

For all other 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 Exclusion to Section 1

1.4.1 No cover will be provided for accident occurs outside the territorial limit and/or the insured journey.

#### 1.4.2 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 Benefit

2.1 If any *insured person* suffers *bodily injury* or contracts *sickness* within the *territorial limit* and during the *insured journey* which necessitates medical or surgical treatment, *we* will pay *you* the actual medical expenses necessarily and reasonably incurred by the *insured person* to:

2.1.1 A *medical practitioner*, physician, surgeon, nurse, *hospital* or ambulance service for medical, surgical, X-ray, *hospital* or nursing treatment including the cost of medical supplies and ambulance hire, dental treatment incurred to sound and natural teeth necessitated by *accident* and the cost of physiotherapy treatment received as an in-patient only.

2.1.2 A *medical practitioner*, *physician*, surgeon, clinic, diagnostic laboratory for out-patient consultation.

## 2.2 Extensions to Section 2

### 2.2.1 Follow-Up Treatment

*We* will indemnify the *insured person* against necessary and reasonable medical expenses and surgical fees incurred in *Hong Kong* within ninety (90) days following the *insured person's* return for the continuation of medical treatment for physical *injury* or *sickness*. The maximum amount *we* will pay under this extension in respect of any one *insured person* is the amount shown in the Table of Benefits.

### 2.2.2 Compassionate Transfer

When the *insured person* is discharged from an *appointed hospital* in *China*, *we* shall arrange an ambulance to transport the *insured person* to the point of railway, ferry harbour or airport. *We* will pay for this service only when it is arranged by *us*.

The maximum amount *we* will pay for each ride is the amount shown in the Table of Benefits.

## 2.3 Special Provision for Section 2

### 2.3.1 Aggregate Limit

The aggregate amount *we* will pay for any one *disability* under this section is the amount shown in the Table of Benefits.

### 2.3.2 Uncovered Expenses

The *insured person* should settle any medical expenses that are not payable or not covered by this insurance or any amount in excess of the insurance limit within 14 days after receipt of written notification from *us*. The credit facility will be suspended if the *insured person* fails to pay *us* within the time limit. Upon suspension, the *insured person* has to return all China Medical Card(s) to *us* and will remain liable to the *Company* for any outstanding payment in arrears.

## 2.4 Exclusion Relating to Section 2

This section does not cover medical expenses or surgical fees arising out of

1. Medical treatment not incurred within the *territorial limit*. (except the follow up treatment described in 2.2.1)
2. Non essential treatment as determined by *us*.
3. Any travel contrary to the advice of a *medical practitioner* or for the purpose of receiving medical or surgical treatment.
4. Dental treatment except as necessitated by *accident* to sound and natural teeth.

## Section 3 – Personal Liability

3.1 *We* will indemnify any amount which an *insured person* becomes legally liable to pay as compensation for an *accident* occurring within the *territorial limit* and during the *period of insurance* which causes *bodily injury* to any other person or damage to property.

The maximum amount *we* will pay in total under this section in respect of any one *insured person* is the amount shown in the schedule including legal costs agreed by *us* in writing.

## 3.2 Exclusion Relating to Section 3

This Section does not cover liability arising directly or indirectly from

1. Any business, profession or trade.
2. Any willful, malicious or unlawful act of the *insured person*.
3. Employer's liability, contractual liability or liability to the relatives of the *insured person* who *permanently* live in the same home with the *insured person* or where liability has been admitted by an *insured person*.
4. Ownership, possession, use or control of any vehicle, aircraft, watercraft, land, buildings, firearms or animals.
5. Damage to property owned or held in trust or in the custody of the *insured person* or the relatives of the *insured person* who *permanently* live in the same home with the *insured person*.
6. The transmission of any computer code, program or other data.
7. The unauthorised taking of or access to data.

## Section 4 – Emergency Assistance

Paofong has arranged a “24 Hour Emergency Assistance Service” with Europ-Assistance Hong Kong Limited (“EAHK”) to provide *you* with the following benefits in the event of the *insured person* having suffered from physical *injury* or *sickness* whilst traveling within *China* for a trip not exceeding 100 days.

### 4.1.1 Hospital Admission Guarantee

A guarantee of medical expenses incurred during the *insured person's* hospitalization in *appointed hospital* up to the maximum benefit of Section 2 in respect of any one *insured person*. Such guarantee will be HK\$40,000 in respect of anyone *insured person* if the *insured person* is admitted to any *hospitals* other than *our appointed hospitals*. Such medical expenses are to be borne by *you* unless otherwise covered by this policy.

### 4.1.2 Emergency Medical Evacuation

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

- The transfer of the *insured person* into one of the nearest *hospital* and,

- If necessary, on medical grounds

The transfer of the *insured person* 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* or *illness*. The medical team and attending *physician* will determine the necessary arrangements according to the circumstances.

### 4.1.3 Repatriation After Treatment

When after local treatment, the medical condition of the *insured person* will not prevent *his/her* 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 the *insured person* to Hong Kong by scheduled airline flight (in one economy class ticket) or any other appropriate means of transportation (in one economy class ticket), including any supplementary transportation to and from the airport. Any decision on the repatriation of the *insured person* shall be made jointly and exclusively by both the attending *physician* and EAHK alarm centre under constant medical supervision.

### 4.1.4 Repatriation of Mortal Remains

The reasonable and unavoidable expenses for transporting the *insured person's* mortal remains from the place of death to *Hong Kong* or the cost of local burial at the place of death as approved by *us*.

### 4.1.5 Compassionate Visit

The cost of one companion round-trip economy class ticket of common carrier and necessary and reasonable accommodation expenses for the *insured person's* relative or friend, if the *insured person* sustains serious *sickness* or *bodily injury* and is *confined* in a *hospital* as a resident in-patient for over seven (7) consecutive days in *China* provided prior approval has been granted by *us*. The maximum amount *we* will pay under this item is shown in the Table of Benefits.

### 4.1.6 Return of Unattended Children

In the event of the *insured person* suffering serious physical *injury* or serious *illness* leaving his children under the age of 17 years unattended, *we* will arrange and pay for an economy class ticket of common carrier to return such children to *Hong Kong* if the original ticket is not valid for such return. If necessary, *we* will arrange and pay for a qualified attendant to accompany such children on the return journey. The maximum amount *we* will pay under this item is shown in the Table of Benefits.

### 4.1.7 Dispatch of Essential Medical and/or Medical Equipment

*We* 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. The maximum amount *we* will pay under this item is shown in the Table of Benefits.

4.2 **24 hours telephone hotline** information and referral services including:

4.2.1 **Pretrip 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).

4.2.2 **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.

4.2.3 **Medical Service Provider Referral**

*We* will provide the *insured person* with the name, address, telephone numbers and office hours of physicians, *hospital*, clinics, dentists and dental clinics.

4.2.4 **Lost Passport Assistance**

*We* will assist the *insured person* when he loses his passport while travelling in *China* by contacting the appropriate authorities involved and providing directions for recovery.

4.2.5 **Lost Luggage Assistance**

*We* will assist the *insured person* when he loses his luggage while travelling in *China* by contacting the appropriate authorities involved and providing directions for recovery.

4.2.6 **Interpreter Referral**

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

4.2.7 **24-hour Legal Referral**

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

4.2.8 **Telephone Medical Advice**

*We* will arrange to provide free medical advice to the *insured person* over the phone.

4.2.9 **Monitoring of Medical Condition When Hospitalised**

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

4.2.10 **24-hour Tickets Booking**

*We* will assist the *insured person* in making reservation or booking of travel ticket or replacement to travel ticket to all common carriers on an emergency basis while travelling outside *Hong Kong*. *We* shall assist to deliver the ticket to the *insured person* or request the *insured person* to collect the ticket at the sales office.

4.2.11 **Emergency Cash Remittance**

*We* will, whenever possible, provide the *insured person* with a cash delivery for emergencies within *China* subject to EAHK first securing an equivalent amount of payment from the *insured person* through his credit card or funds from the *insured person's* family members, friends or anyone acting on his/her behalf. Any related charges for this service will be paid by the *insured person*.

In respect of services 4.2.8 and 4.2.9 hereabove, hospitalisation 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.

Paofoong Emergency Assistance Hotline: (852) 2863 5541

4.3 **Special Exclusions Relating to Section 4**

No service will be provided or paid under this section:

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.
2. For emergency medical evacuation or repatriation or repatriation of the *insured person's* mortal remains or other cost not approved by *us* 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.
3. When the *insured person* is residing in or travelling to *China*

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*.

**Part III – General Exclusions**

This Policy does not cover

1. Professional or organized sports, mountaineering, speed or endurance test, parachuting, other hazardous pursuits (except as specifically provided above).
2. Consequential loss of any kind.
3. Death, *disability* of other expenses arising directly or indirectly from engaging in duty with any armed force of any country or international authority.
4. Death, *disability* or other expenses arising directly or indirectly from engaging in 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.
5. Suicide or intentional self inflicted self-injury.
6. Insanity, the effect or influence (temporary or otherwise) of alcohol, or the use drugs (other than drugs taken in accordance with treatment prescribed and directed by a registered medical practitioner, but not for the treatment of drug addiction).
7. Pregnancy, childbirth, miscarriage or any related treatments, self-exposure to exceptional risk.
8. Air travel other than as a fare paying passenger on a regular scheduled airline or licensed chartered aircraft.
9. Any claim arising from sexually transmitted diseases.
10. Any *injury*, *illness*, death, loss, expense or other liability attributable to HIV (Human Immunodeficiency Virus) and / or HIV related *illness* including AIDS and / or any mutant derivative or variations thereof however caused of however named.
11. Any event arising from war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, insurrection, military force or coup.
12. Any expense, consequential loss, legal liability or loss of or damage to any property directly or indirectly arising from
  - ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component.
13. Any single trip over 100 consecutive calendar days and a continuous treatment of *disabilities* under Section 2 which commences within 100 consecutive calendar days of the period of insurance.
14. Any *Pre-existing Condition*.

**Part IV – Conditions**

**1. Age Limit**

No benefit will be provided under this insurance if the *insured person* is aged under 18 or has attained the age of 71 at the time of the occurrence of the loss and physical *injury*.

**2. Notification of Claim**

In respect of Personal *Accident* Section – *you* must inform *us* in writing as soon as possible or 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 of inquest must be given to *us*. The results thereof should be submitted to *us*. *You* must supply all certificates information, evidence and receipts required by *us* at *your* expense and submit the medical examinations as required by *us* at *our* expense.

In respect of other sections - *you* must give written notice to *us* of all incidents likely to give rise to a claim within 30 days of incident occurring. *You* must not admit, deny, negotiate or settle a claim without *our* written consent.

**3. Conduct of Claim**

*You* must supply all certificates, information, evidence receipts required by *us* at *your* expenses and shall submit the medical examinations as required by *us* at *our* expenses. In the event of death, *we* are entitled to a post-mortem examination at *our* expense.

**4. Subrogation**

*We* are entitled to:

- Take the benefits of the *insured person's* rights against another person before or after *we* have paid a claim;
- Take over the defence or settlement of a claim against the *insured person* by another person.

## 5. Change of Occupation

If the *insured person* changes his/her occupation from that shown in the schedule. *You* must tell *us* in writing immediately and pay any additional premium that *we* may require. If *you* do not tell *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.

## 6. Misrepresentation

If *you* or anyone acting on *your* behalf makes a claim under the policy knowing the claim to be false *we* will not pay the claim and all covers under the policy will be ceased.

## 7. 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 disclaim 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.

## 8. Cancellation

*We* have the right to cancel the policy or any section or part of it by giving 14 days notice in writing by registered letter to *your* last known address. *We* will return *you* the premium for the unexpired period on a pro-rata amount of the annual premium.

*You* have the right to cancel this policy by giving 14 days' notice in writing to *us*. *We* will return *you* the premium for the unexpired period on a pro-rata basis subject to a minimum charge of HK\$200 and provided that no claim has been made during the current policy period.

Upon cancellation, the *insured person* should return the China Medical Card to *us*, otherwise there is no refund of premium.

## 9. Payment of Claim

*We* will pay all benefits to the policyholder named in the schedule for his 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 assigned beneficiary or the legal personal representatives of the policyholder if no beneficiary is assigned.

## 10. Replacement of Cards

In the event of loss of China Medical Card, the *insured person* should advise *us* within 48 hours and pay HK\$100 for each replacement card.

## 11. Other Insurance

If at the time of a claim there is any other policy covering any part or section insured by this Policy (except as provided by Section 1) the benefits payable under this policy shall be limited to the balance of expenses not covered under such other insurance and will be subject to the limitations contained within this policy.

## 12. 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*.

## 13. 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 it unless the claim has been admitted or is the subject of a pending legal action or arbitration.

## 14. Statement of Purpose for Collection of Personal Data

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

The Policyholder or the Insured shall have the right of access to and to request correction of any personal information held by *us*. A request for such access and correction may be made to Paofong's Personal Data Privacy Officer at 10/F, AIRSIDE, No. 2 Concorde Road, Kai Tak, Kowloon, *Hong Kong*

## Part VI – Claims Procedures

1. Notify *us* or *our* agents within the period specified under condition 2 of this policy for any occurrence likely to give rise to a claim.
2. Fill in a claim form if necessary and supply the following document as appropriate.

### Personal Accident

- Certificate issued by a *medical practitioner* certifying the degree or severity of *Disability*.
- Police report, where relevant

### Accidental Death

- Death certificate
- Coroner's report
- (in the event of a disappearance) presumption of death as proclaimed by a court

### Medical Expenses

#### In-patient

#### Appointed Hospitals

- No documents are required. All the bills will be handled by *us* and the *appointed hospital* directly.

#### Other Hospitals

- Diagnosis and treatment, including the *insured person's* name, period of *confinement* and date of diagnosis certified by a registered *medical practitioner*.
- *Hospital* bill with itemised list / receipt issued by a *hospital*.

#### Out-patient

- *Medical practitioner's* receipt showing name of the patient, date of consultation, diagnosis and/or treatment given and amount charged.

### Personal Liability

- Statement of the nature and circumstances of the incident or event. (No admission of liability or settlement can be made or agreed to without *our* written consent)
- All associated documentation received in connection with the incident or event (including copies of any summons, all court documents, solicitors' and other legal correspondence)

## Part V – Admission Procedures for Appointed Hospitals:

- Approach the In-patient Admission Registry within office hours.
- Approach the In-patient Admission Registry or Emergency Department after office hour.
- Show and quote the China Medical Card together with relevant identification document (e.g. Re-entry Permit, *Hong Kong* Identity Card or Passport) at the *hospital* admission reception.
- In case of any problem arising during admission, please call Paofong Emergency Hotline (852) 2863 5541 for assistance.

CMC06/2024(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



Paofong 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 (包括但不限於通過人工智能驅動的介面所提供的資料)。
- (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。收集的資料類型包括但不限於閣下的識別資料、通訊資料、財務資料、行為資料、生物識別資料、地理位置資料和從公眾渠道獲得的資料。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) 收集與閣下有關係的資料。
- (D) 本公司可視乎情況不時將閣下之資料使用、處理、儲存 (不論是否透過雲端)、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、欺詐及/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、承辦人或就本公司之業務運作, 包括行政、數據處理、儲存、電訊、電腦、調查、收數、和付款服務, 或就與保險產品及服務相關之其他服務, 向本公司提供服務之第三方服務供應商 (如法律顧問、會計師、理賠調查員、公證人、醫護及復康顧問、考察員、專家、維修人員、醫療服務提供者、緊急支援服務提供者、收數公司及資料處理公司);
  - (ii) 涉及索償時之相關機構如航空公司、交通工具機構、旅行社、酒店、零售商、物業管理公司、其它保險公司、及政府機構包括警察局、消防局及入境署;
  - (iii) 任何對本公司或上海商業銀行集團任何集團公司有保密責任的其他人士, 包括對本公司有保密資料明文或指示承諾之上海商業銀行集團任何集團公司、業務伙伴或其他商號或聯營機構;
  - (iv) 閣下因申請本公司的產品及服務而選擇接觸的第三方服務供應商;
  - (v) 保險中介人、再保險中介人、再保險公司及共保險公司;
  - (vi) 本公司或上海商業銀行集團為遵守任何法律規定, 或根據法律、監管、政府、稅務、執法或其他機關, 或保險或金融服務供應商的自律監管或行業組織或協會所作出或發出對本公司或上海商業銀行集團具有約束力或適用或期望其遵守的規則、規例、實務守則、指引或指導, 或根據本公司或上海商業銀行集團向本地或外地的法律、監管、政府、稅務、執法或其他機關, 或保險或金融服務供應商的自律監管或行業組織或協會的任何合約或其他承諾 (以上不論於香港特別行政區境內或境外及不論目前或將來存在的), 而有義務或以其他方式被要求向其作出披露的任何人士;
  - (vii) 本公司的權益或業務之任何實際或建議承讓人、受讓人、參與人或附屬參與人;
  - (viii) 第三方獎賞、客戶或會員、聯營及優惠計劃供應商;
  - (ix) 本公司及/或上海商業銀行集團任何集團公司的聯營夥伴 (該等聯營夥伴的名稱會在有關服務和產品的申請表格及/或宣傳資料上列明);
  - (x) 慈善或非牟利機構; 及
  - (xi) 本公司聘用的外部服務提供者 (包括但不限於郵遞機構、電訊公司、電話銷售及直銷代理、電話服務中心、數據資料處理公司及資訊科技公司) 作第(D)(vi)段所列的用途;
  - (xii) 任何得到閣下明確或暗示同意的人士; 及
  - (xiii) 任何與第(D)(vii)段有關人士。
- 該等資料可能被轉移至香港特別行政區境外。若個人信息保護法適用於本公司處理及/或使用閣下資料, 本公司將徵求閣下針對該等跨境傳輸活動的單獨同意。
- (F) 若個人信息保護法適用於本公司處理及/或使用閣下資料, 本公司將在和第三方共享閣下的個人資料前, 告知閣下接收方的姓名和聯繫方式、處理和提供閣下個人資料的目的和方式, 以及將要提供和分享個人資料的種類, 並徵求閣下對共享其個人資料的單獨同意。前述的個人資料接收方將僅為實現本聲明下規定的具體目的所需的範圍內使用個人資料, 並在實現目的所需的最短時間內保存個人資料, 或 (若個人信息保護法適用於銀行處理及/或使用閣下資料) 按照個人信息保護法的要求。
- (G) 閣下的資料或會在本公司或上述第(E)段所述之接收資料者認為適當及有需要的香港特別行政區以外的其他司法管轄區處理、儲存及轉移或披露, 並或會根據該地的慣例、法律、法則及規定 (包括任何政府行政措施及政令)、由該司法管轄區的監管機構或其他主管當局發出的守則、指引、通告及指示處理、儲存、發放或披露資料。
- (H) 本公司收集的部分資料可能構成個人信息保護法下的「敏感個人信息」, 而只有在採取了嚴格的保護措施且在處理行為具備充分必要性的前提下, 本公司才會處理敏感個人信息。若個人信息保護法適用於本公司處理及/或使用閣下資料, 該等敏感個人信息將在獲得閣下的單獨同意後才進行處理。
- (I) 本公司可能把閣下的個人資料用於直接促銷, 而本公司為該用途須獲得閣下同意 (包括表示不反對), 但條例所指明的豁免情況除外。就此, 請注意:
- (i) 本公司可能把本公司不時持有閣下的姓名、聯絡資料、產品及服務組合資料、交易模式及行為、財務背景及人口統計數據用於直接促銷;
  - (ii) 可用作促銷下列類別的服務、產品及促銷標的:
    - (1) 保險、財務、信用卡、銀行及相關服務和產品;
    - (2) 獎賞、客戶或會員或優惠計劃及相關服務和產品;
    - (3) 由本公司及/或上海商業銀行集團任何集團公司的聯營夥伴提供的服務和產品 (該等聯營夥伴的名稱會於有關服務及產品 (視情況而定) 的申

請表格及/或宣傳資料上列明)；及

- (4) 為慈善及/或非牟利用途的捐款及捐贈；
- (iii) 上述服務、產品及促銷標的可能由本公司及/或下列各方提供或(就捐款及捐贈而言)徵求：
  - (1) 上海商業銀行集團任何集團公司；
  - (2) 第三方獎賞、客戶或會員、聯營或優惠計劃供應商；
  - (3) 本公司及/或上海商業銀行集團任何集團公司的聯營夥伴(該等聯營夥伴的名稱會於有關服務及產品(視情況而定)的申請表格及/或宣傳資料上列明)；及/或
  - (4) 慈善或非牟利機構；
- (iv) 除由本公司促銷上述服務、產品及促銷標的以外，本公司亦擬將上述第(I)(i)段所述的資料提供予上述第(I)(iii)段所述的全部或任何人士，以供該等人士在促銷該等服務、產品及促銷標的中使用，而本公司為此用途須獲得閣下書面同意(包括表示不反對)；
- (v) 本公司可能因如上述第(I)(iv)段所述將資料提供予其他人士而獲得金錢或其他財產的回報。如本公司會因提供資料予其他人士而獲得任何金錢或其他財產的回報，本公司會於上述第(I)(iv)段所述徵求閣下同意或不反對時如是通知閣下。

如閣下不希望本公司如上述使用閣下的個人資料或將閣下的個人資料提供予其他人士作上述直接促銷用途，閣下可隨時通知本公司行使閣下的選擇權拒絕促銷，此項安排不另收費。閣下可根據本聲明第(K)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) 本公司或其第三方服務供應商可能會應用大數據分析和人工智能處理、分析或預測資料當事人的資料/結果，以實現上述第 D 段所列出的用途。本公司亦可能應用大數據分析和人工智能促進自動化決策，以提升客戶服務及體驗、加強風險管理及合規、提供個人化產品或服務，以及改善營運效率。
- (K) 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及(若個人信息保護法適用於本公司處理和/或使用閣下的資料)複製該等資料；
  - (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)，個人資料的保存時間將不超過為貫徹該等資料於被收集時的目的及不時為符合法定、監管及會計的規定而所需的時間；和；
  - (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。
  - (10) 若個人信息保護法適用於本公司處理和/或使用客戶資料，客戶死亡後處理其個人資料的近親屬可以要求對死者的個人資料進行查閱、複製、更正及/或刪除等。

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，香港九龍啟德協調道2號 AIRSIDE 10樓

傳真：(852) 2626 0704

- (L) 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。
- (M) 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。
- (N) 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。
- (O) 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。
- (P) 本聲明中英文版如有歧異，概以英文版為準。
- (Q) 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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生效日期：01/02/2026



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 (including without limitation, those supplied via interfaces powered by artificial intelligence).
- (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 types of data which may be collected include without limitation your identification data, contact data, financial data, behavioural data, biological data, geo-location data and data from public sources. 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 (whether on the cloud or not), 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, fraud and/ 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 (K) below, or provide the Company with your opt-out choice in the relevant application form (if applicable).**

- (J) The Company or its third party service providers may use big data analytics and artificial intelligence (BDAl) to process, analyse or predict data / result relating to the data subjects to achieve the purposes listed in paragraph D above. The Company may also use BDAl to facilitate automated decision-making for enhancing customer services and experiences, strengthening risk management and compliance, offering personalized products and services, as well as improving operational efficiency
- (K) 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 and (insofar as the PIPL is applicable to the Company's process and/or use of your data) to copy 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), such personal data will not be kept longer than necessary for the fulfillment of the purposes of the personal data at the time when they are collected and for compliance with the legal, regulatory and accounting requirements from time to time; 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.
  - (10) insofar as the PIPL is applicable to the Company's process and/or use of customer's data, close relatives handling the personal data of a deceased customer may request actions such as accessing, copying, correcting and/ or deleting the deceased's personal data.

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, 10th Floor, AIRSIDE, No. 2 Concorde Road, Kai Tak, Kowloon, Hong Kong  
 Fax : (852) 2626 0704

- (L) 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.
- (M) You acknowledge that telephone calls with the Company's staff may be recorded and used as evidence by the Company without further notice.
- (N) 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.
- (O) Nothing in this PICS shall limit your rights under the Ordinance and the PIPL.
- (P) In the event of any inconsistency between the English and Chinese versions of this PICS, the English version shall prevail.
- (Q) This PICS as may be revised, amended or updated from time to time shall be deemed an integral part of all contracts, agreements, and other binding arrangements which you have entered into or intend to enter into with the Company.

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 Effective Date: 1 Feb, 2026

GI-PDPO-Feb2026