

Annual Multi Trips Travel Insurance Plan **Guidance Notes on “Outbound Travel Alert”**

With reference to the establishment of the “Outbound Travel Alert (OTA) System” by the Government of the Hong Kong SAR, the Annual Multi Trips Travel Insurance Plan has formulated the following guidance notes, which shall form part of the policy terms and conditions.

Condition 1: There is No Alert at the time of journey arrangement*, Pafoong Insurance Company (Hong Kong) Limited (“Insurer”) shall provide the following protections free of charge

1. If **Black Alert** is issued for the planned destination prior to the commencement of the journey and client would like to **cancel the journey**, Insurer shall pay the unrecoverable travel fare and/or accommodation expenses according to Section 13 - Cancellation of Trip.
2. If **Black Alert** is issued for the planned destination after the commencement of the journey, Insurer shall provide the following protections according to the terms and conditions of the policy:

Section 11 - Travel Delay/Rerouting

Insurer shall pay cash compensation, extra hotel costs and/or extra re-routing costs.

Section 14 - Curtailment of Trip

Insurer shall pay the unrecoverable travel fare and/or accommodation expenses.

3. If **Black Alert** is issued for the planned destination **prior to the commencement of the journey** but client opts to commence the journey, Insurer shall **not** be liable for any loss and/or bodily injury or death caused by the risk, threat or accident associated with such Travel Alert. Certainly, Insurer shall be liable for loss or damage caused by an insured event.

Condition 2: There is Amber or Red Travel Alert for the planned destination at the time of journey arrangement*



or



When there is a Travel Alert, it indicates that a certain risk and an already known risk exist at that destination. If client begins journey arrangement* when there is an **Amber or Red Travel Alert**, Insurer shall **not** be liable for any loss and/or bodily injury or death caused by the risk, threat or accident associated with such Travel Alert.

Certainly, Insurer shall be liable for loss or damage caused by an insured event.

Condition 3: There is Black Travel Alert of the destination at the time of journey arrangement*



No cover shall be provided for the journey.

*Remark: **Journey arrangement** means the payment of flight / hotel / accommodation / transportation booking fee or payment of travel package. Valid proof must be provided in case of claims.

“Outbound Travel Alert (OTA) System” website: <http://www.sb.gov.hk/eng/ota/>

全年多次旅遊保險計劃 「外遊警示制度」相關指引

因應香港特別行政區政府設立的「外遊警示制度」，全年多次旅遊保險計劃現作出以下特別安排，並作為保單條款的一部份：

情況 1：在旅程安排時*，旅遊目的地尚未有任何「外遊警示」，寶豐保險（香港）有限公司（下稱「保險公司」）提供以下免費保障

1. 出發前，如旅遊目的地有**黑色「外遊警示」**，客戶**取消行程**，保險公司會按保單條款（保障範圍第十三節），賠償因取消旅程所有預付而不能取回之旅程費用及/或住宿費用。
2. 出發後，旅遊目的地才有**黑色「外遊警示」**，保險公司會按以下保單條款提供保障：

保障範圍第十一節 - **行程延誤或更改行程**：現金補償、額外住宿費用及/或更改行程所需額外費用。

保障範圍第十四節 - **縮短行程**：因縮短旅程所損失的所有預付而不能取回的旅程費用及/或住宿費用。
3. **如出發前**，旅遊目的地已有**黑色「外遊警示」**，但客戶仍然決定如常起程，保險公司將**不會**就該「外遊警示」提及的風險、威脅或事故所導致任何損失及/或傷亡作出賠償。當然，若該損失及/或傷亡並非由「外遊警示」提及的風險、威脅或事故所引致，保險公司將按保單條款作出賠償。

情況 2：在旅程安排時*，旅遊目的地已有黃色或紅色「外遊警示」



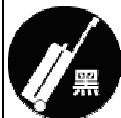
或



當保安局對某地區發出任何「外遊警示」時，即表示該地區已存在一定程度及已知的風險。如果客戶於**黃色或紅色「外遊警示」發出後才開始往該地區之旅程安排***，保險公司將**不會**就該「外遊警示」提及的風險、威脅或事故所導致的任何損失及/或傷亡作出賠償（當中包括行程延誤或更改行程、取消行程及縮短行程）。

當然，若該損失及/或傷亡並非由「外遊警示」提及的風險、威脅或事故所引致，保險公司將按保單條款作出賠償。

情況 3：在旅程安排時*，保安局已經對客戶旅遊目的地發出黑色「外遊警示」



該次旅程將**不獲保障**。

*註：旅程安排為付款預訂機票/酒店/住宿/交通或繳付旅行團費用，索償時須出示有效證明。

「外遊警示制度」網址：<http://www.sb.gov.hk/chi/ota/>



Paofong Insurance
寶豐保險

Paofong Insurance Company (Hong Kong) Limited
10/F, AIRSIDE, No. 2 Concorde Road,
Kai Tak, Kowloon, Hong Kong
寶豐保險(香港)有限公司
香港九龍啟德協調道2號 AIRSIDE 10樓
Tel (852) 2290 3580 Fax (852) 2626 0704

Travel Insurance Policy 旅遊保險單

Insuring Agreement

This is *your* Travel 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. We have printed these words in *italics* throughout the Policy and have given the meanings below:

<i>We/Us/Our/Company/Paofong</i>	Paofong Insurance Company (Hong Kong) Limited
<i>You/Your/Yours/Insured Person</i>	Those people named in the Schedule as <i>insured persons</i> .
<i>Insured Journey</i>	A leisure or business trip commencing at the time when <i>you</i> depart from <i>Hong Kong</i> Immigration office/counter and until <i>your</i> arrival at any <i>Hong Kong</i> Immigration office/counter upon returning to <i>Hong Kong</i> , subject to the <i>Period of Insurance</i> .
<i>Period of Insurance</i>	Refers to the <i>Period of Insurance</i> specified in the Policy/Schedule/Certificate.
<i>Immediate Family Member</i>	Refers to <i>your</i> spouse, parent, parent-in-law, grandparent, son or daughter, brother or sister, grandchildren or fiancé.
<i>Family Member</i>	Refers to <i>your</i> spouse and children.
<i>Travel Companion</i>	The person who made the travel booking or reservation together with <i>you</i> and accompany <i>you</i> for the whole <i>insured journey</i> other than the tour guide or the tour member.
<i>Accident/Accidental</i>	A sudden and unforeseen event that happens unexpectedly and causes <i>bodily injury to you</i>
<i>Injury/Bodily Injury</i>	<i>Bodily injury to you</i> during the <i>insured journey</i> and is caused by an <i>accident</i> , solely and independently of any other cause.
<i>Illness</i>	Sickness or disease of <i>you</i> contracted and commencing after the beginning of the <i>insured journey</i> and which results in a loss covered by this Policy.
<i>Permanent Total Disablement</i>	When as the result of <i>injury</i> and commencing within 12 consecutive months of the date of the <i>accident</i> <i>you</i> are totally and permanently 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>Permanent/Permanently</i>	Lasting 12 consecutive months from the date of <i>accident</i> and at the expiry of that period being beyond hope of improvement.
<i>Loss of Limb</i>	Loss by physical separation at or above the wrist or ankle joint.
<i>Loss of Sight</i>	The entire and <i>permanent</i> irrecoverable <i>loss of sight</i> .
<i>Loss of Speech</i>	The disability in articulating any three of the four sounds which contribute to the speech such as 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.

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 which is treated like the total loss of the said limb or organ.

Pre-Existing Conditions

Illness contracted or *bodily injury* sustained by *you* for which *you* has diagnosis or symptoms or should reasonably have received medical treatment, consultation, prescribed drugs or advice from a *medical practitioner* within twelve (12) consecutive months immediately prior to the first day of the *insured journey*.

Serious Physical Injury or Serious Illness

A *physical injury* or *illness* which requires treatment by a *medical practitioner* and which results in the *insured person* being certified by the *medical practitioner* as being unfit to travel or continue with the *insured person's* original travel arrangement.

Hospital

Hospital 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 *physician* or *physicians* 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 *physician* 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.

<i>Medical Practitioner or Physician</i>	A person other than <i>you</i> or <i>your immediate family member</i> , qualified by degree in western medicine and legally authorized in the geographical area of his practice to render medical and surgical services.
<i>Confine/Confined/Confinement</i>	Admission in a <i>hospital</i> for medical treatment for a minimum period of 6 hours upon the recommendation of a <i>medical practitioner</i> and continuously stay in the <i>hospital</i> prior to his discharge. <i>Hospital confinement</i> will be evidenced by a daily room and board charged by the <i>hospital</i> .
<i>Public Common Carrier</i>	Any mechanically propelled conveyance operated by a company or an individual licensed for regular transportation of passengers for hire, including but not limited to bus, coach, ferry, hovercraft, hydrofoil, ship, train, tram or underground train, and any fixed-wing aircraft provided and operated by an airline or an air charter company which is duly licensed for the regular transportation of fare-paying passengers and operating only between established commercial airports.
<i>Credit Card Payment</i>	<i>Credit card payment</i> shall mean the spending incurred from all credit card(s) in the name of the <i>insured person</i> (exclude business or corporate cards) from the commencement of the <i>insured journey</i> until the occurrence of the covered <i>accident</i> including all charges and interests incurred in relation to such spending. All charges and interests incurred after the occurrence of the <i>accident</i> shall not be included.
<i>Hong Kong</i>	The Hong Kong Special Administrative Region of the People's Republic of China
<i>Principal Home</i>	The house or building located in <i>Hong Kong</i> occupied as a private dwelling by <i>you</i> as <i>your</i> only <i>permanent</i> residence.

War

A contest by force between two or more nations, carried on for any purpose; or armed conflict of sovereign powers; or declared or undeclared and open hostilities; or the state of nations among whom there is i) an interruption of pacific relations and ii) a general contention by force, both authorized by the sovereign.

Terrorism

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.

Third Degree Burns

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

Head

The part from vertex to mandible of a person.

Lap-top Computer

A Lap-top, Notebook or Sub-notebook, Personal Digital Assistant (PDA) and Hand Held Computer (HHC) are excluded from this category.

Part II – Coverage

Table of Benefits

Coverage	Sum Insured/Maximum Benefits Per <i>Insured Person</i> (HK\$)		
	Gold Plan	Silver Plan	Bronze Plan
1. Medical Cover • Medical Expenses including Follow-up Medical Treatment Expenses • Overseas <i>Hospital</i> Daily Cash Benefit	800,000 250 per day and up to 3,000	500,000 250 per day and up to 1,500	200,000 250 per day and up to 1,000
2. Global Emergency Assistance Cover • <i>Hospital</i> Admission Guarantee • Emergency Evacuation or Repatriation Service • Repatriation of Mortal Remains • Compassionate Visit • Additional Accommodation Expenses • Return of Unattended Children • Dispatch of Essential Medicine/Medical Equipment • Other Free Advisory Services	40,000 Actual Cost Actual Cost One economy class return airfare 1,950 per day and up to 7,800 One economy class one-way airfare up to 30,000 10,000		
3. Personal <i>Accident</i> Cover • <i>Accident</i> on <i>Public Common Carrier</i> or During Robbery • Burns Cover • Loss of Income (up to 12 weeks)	1,000,000 1,500,000 200,000 1,000 per week	500,000 750,000 200,000 1,000 per week	250,000 375,000 200,000 1,000 per week
4. Compassionate Death Cash Cover • Compassionate visit	10,000 One economy class return airfare and actual hotel accommodation costs up to 30,000	10,000	10,000
5. Personal Baggage Cover (Maximum benefit including golf equipment and <i>lap-top computer</i>)	20,000	10,000	5,000
6. Loss of Money	3,000	2,000	1,000
7. Credit Card Protection	30,000	15,000	5,000
8. Loss of Travel Documents or Tickets	3,000	2,000	1,000
9. Loss of Home Contents due to Burglary	100,000	80,000	50,000
10. Personal Liability	2,500,000	2,500,000	2,500,000
11. Travel Delay / Re-routing • Travel Delay • Extra hotel costs due to travel delay • Extra Re-routing costs due to Travel Delay	1,500 2,000 10,000	1,500 2,000 7,500	1,500 2,000 5,000
12. Baggage Delay / Emergency Purchase	1,500	1,000	500
13. Cancellation of Trip	30,000	20,000	10,000
14. Curtailment of Trip	30,000	20,000	10,000

Section 1 – Medical Cover

We will indemnify you all actual and necessary medical expenses and surgical fees incurred outside *Hong Kong* and paid to a *medical practitioner, physician, surgeon, nurse, hospital* and/or ambulance service due to *bodily injury* sustained or *illness* contracted during the *insured journey*.

Extensions of Cover to Section 1

1. Overseas Hospital Daily Cash Benefit

Where *you* are *confined* to a *hospital* as an in-patient during the *insured journey*, we will pay a daily allowance of HK\$250 and up to the Sum Insured of the plan selected under this extension.

2. Follow-up Medical Treatment

We will indemnify *you* against any actual and necessary medical expenses including Chinese medicine bone-setting and acupuncture treatment and surgical fees incurred in *Hong Kong* for the continuation of medical treatment sought by *you* for *physical injury* or *illness* under this section within 3 months immediately after *your* return to *Hong Kong*. The maximum amount we will pay for *physical injury* or *illness* under this extension is up to 100% or 5% respectively of the Sum Insured of the plan selected. The maximum amount we will pay for Chinese medicine bone-setting and acupuncture treatment in respect of any one *insured person* is HK\$3,000 subject to a maximum of HK\$150 per visit.

The maximum amount we will pay under Section 1 in respect of any one *insured person* (including the extensions) shall not exceed the Sum Insured of the plan selected.

Exclusions to Section 1

This section does not cover medical expenses for or arising out of:

1. non-essential treatment;
2. any travel contrary to the advice of a *medical practitioner* or for the purpose of receiving medical or surgical treatment;
3. dental care and treatment, except as necessitated by *accidental injury* to sound natural teeth occurring during the *insured journey*;
4. cosmetic surgery, refractive errors of eyes or hearing-aids, and prescriptions therefor except necessitated by *accidental injury* occurring during the *insured journey*;
5. charges in respect of special or private nursing except in the event of medical evacuation provided under Section 2 item 2.

Section 2 – Global Emergency Assistance Cover

We will pay the following benefits in the event of *you* having suffered from *physical injury* or *illness* whilst *you* travel outside *Hong Kong*:

1. Hospital Admission Guarantee

Upon admission to a *hospital*, we guarantee the expenses incurred by *you* within the *hospital* up to a limit of HK\$40,000 in respect of any one *insured person*. Such expenses are to be borne by *you* unless otherwise payable under Section 1 – Medical Cover of this Policy.

2. Emergency Medical Evacuation

Should *you* suffer from *bodily injury* or *illness* such that Europ-Assistance Hong Kong Limited (hereinafter called 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* or *illness*. The medical team and attending *physician* will determine the necessary arrangements according to the circumstances.

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.

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 Paofong Emergency Assistance

5. Compassionate Visit

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

6. Additional Accommodation Expenses

We will pay for the additional hotel accommodation expenses necessarily and reasonably incurred by *you* related to an *accident* requiring Emergency Evacuation to resume the course of *your insured journey* or to return *you* to *Hong Kong* subject to HK\$ 1,950 per day and up to a limit of HK\$7,800.

Our prior approval and its determination on the payment of the expenses incurred shall be based on proven medical examination or diagnosis.

7. Return of Unattended Children

In the event of *you* suffering from death, *serious physical injury* or *serious illness* and is hospitalized outside *Hong Kong* leaving *your* accompanying children aged below 17 years unattended, we 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.

8. 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.

24-hour telephone hotline and referral services including:

1. Pre-trip Information Assistance

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

2. Embassy Referral

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

3. Medical Service Provider Referral

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

4. Lost Passport Assistance

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

5. Lost Luggage

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

6. Interpreter Referral

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

7. Legal Referral

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

8. Telephone Medical Advice

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

9. Monitoring of Medical Condition When Hospitalized

Our doctors will, at *our* cost, monitor *your* case while hospitalized by liaising with *you* and the treating *physician* or doctor to obtain medical assessment and reports if authorized by *you* to obtain the medical information.

In respect of services 8 and 9 above, 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 *you* unless otherwise covered under this Policy. Paofong Emergency Assistance Service is provided by Europ-Assistance Hong Kong Limited.

Paofong Emergency Assistance Hotline: (852) 2863 5541

Exclusions to Section 2

No service will be provided or paid under this section:

1. when *you* are 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 *your* mortal remains or other cost not approved in advance and in writing and/or not arranged by Paofong Emergency Assistance. This exclusion shall not apply to emergency medical evacuation from remote or primitive areas where Paofong Emergency Assistance cannot be contacted in advance and delay might reasonably be expected to result in loss of life or extreme prejudice to *your* prospect;
3. when *you* are residing or travelling outside *Hong Kong* contrary to the advice of a *medical practitioner*;
4. when *you* are residing or travelling outside *Hong Kong* for the purpose of obtaining medical treatment or for rest and recuperation following any prior *accident* or *illness*.

Section 3 - Personal Accident Cover

We will pay *you* according to the table shown below if *you* suffer from *physical injury* because of an *accident* during the *insured journey* which results in:

Events		
A. Accidental Death and Disablement		Percentage of Sum Insured
1.	Accidental death	100
2.	Permanent total disablement	100
3.	Total paralysis	100
4.	Total and permanent loss of sight in one or both eyes	100
5.	Total and permanent loss / loss of use of one or two limbs	100
6.	Total and permanent loss of speech and hearing	100
7.	Permanent and incurable insanity	100
8.	Total and permanent loss of hearing in (a) both ears (b) one ear	75 15
B. Third Degree Burns		Percentage of Sum Insured
Area		Damage as a percentage of total surface area
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 (Excluded 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 of the above Events listed in the Table of Benefits in respect of the same *accident*. Should more than one of the Events occur from the same *accident*, we will only be liable for the greatest one. The insurance of any *insured person(s)* shall terminate upon the occurrence of any loss for which indemnity is payable under any one of the above Events, but such termination shall be without prejudice to any other claim originating out of the same *accident* causing such loss.

Extensions of Cover to Section 3

- Under this section, we extend to cover any *injury* sustained by *you* while:
 - you* are travelling directly from *your* place of residence or place of regular employment in *Hong Kong* to *Hong Kong* Immigration office/counter within 3 hours before *your* scheduled departure time of the *public common carrier* in which *you* have arranged to travel for the purpose of commencement of *your insured journey*; and
 - you* are travelling directly from *Hong Kong* Immigration office/counter to *your* place of residence or place of regular employment within 3 hours after *your* scheduled arrival time of the *public common carrier* in which *you* have arranged to travel upon the completion of *your insured journey*.
- Accident on Public Common Carrier or during robbery**
The amounts payable under this section will be increased by 50% if death or *permanent total disablements* is sustained as a result of, consequent upon or attributable to *you*:
 - while *you* are riding solely as a passenger (not as operator or crew member) in or on, boarding or alighting from any *public common carrier* licensed to carry passengers for hire; or
 - being an innocent victim in a robbery or attempted robbery including escape of the perpetrators therefrom.

This clause will not apply to any *insured person* aged below 17 years or over 65 years at the time of the *accident*.

3. Loss of Income

If an *insured person* suffers from *injury* during the *insured journey* and is certified by a *medical practitioner* that he/she is incapacitated by such *injury* from performing the duty of his/her occupation after the *insured person* returns to *Hong Kong*, we will indemnify the shortfall of his/her income after the *accident* causing such *injury*. The maximum benefits we will indemnify the *insured person* under this item is up to HK\$1,000 per week and the maximum compensation period is limited to 12 weeks. No indemnity payment shall be made for the first 3 days of incapacity in performing the occupation after the *insured person* has returned to *Hong Kong*. Any payment under this extension shall be inclusive of the Personal *Accident* payment in Section 3.

This extension is not applicable to any *insured person* who is unemployed, retired or self-employed at the time of the *accident*.

The burden of proof of the shortfall of income rests on the *insured person* who must submit at least 3 months MPF Contribution Statements prior to the date of *accident* causing the *injury*.

4. Disappearance Clause

If the body of an *insured person* has not been found within one year after the date of the disappearance due to sinking or wrecking of the aircraft or other *public common carrier* either on the ground or at sea in which the *insured person* was travelling at the time of the *accident* and under such circumstances as would otherwise be covered hereunder, it will be presumed that the *insured person* suffered from death resulting from bodily *injury* caused by an *accident* covered by this Policy at the time of such disappearance, sinking or wrecking. Any claims payment under this Section shall be immediately refunded to *us* if it is subsequently discovered that the *insured person* is found to be living or the presumption of *accidental* death resulting from bodily *injury* is found to be wrong.

Special Condition for Section 3

If the *insured person* is below 17 years or over 65 years of age at the time of the

accident, benefit shall be reduced to 50% of the amount payable under this section.

Exclusion to Section 3

Nuclear/Chemical/Biological Terrorism Exclusion

This section 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”).

“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 4 - Compassionate Death Cash Cover

In the event of death (*accident* or natural) of the *insured person* during the *insured journey*, we will pay an emergency cash benefit or funeral expense up to HK\$10,000 to the named beneficiary, if any, or legal personal representative of the *insured person*.

Extension of Cover to Section 4

Compassionate visit

In the event of death (*accident* or natural) of the *insured person* during the *insured journey*, we will pay for one economy class return airfare and the actual and reasonable hotel accommodation expenses necessarily incurred by one *immediate family member* up to HK\$30,000.

Exclusions to Section 4

This section does not cover:

- in the event of suicide of the *insured person*.
- when the *insured person* is residing or travelling outside *Hong Kong* contrary to the advice of a *medical practitioner*;
- when the *insured person* is residing or travelling outside *Hong Kong* for the purpose of obtaining medical treatment or for rest and recuperation following any prior *accident* or *illness*.

Section 5 – Personal Baggage Cover

For *accidental* loss of or damage to personal possessions including golf equipment, normally worn or carried on including luggage belonging to *you* during the *insured journey* we will pay the cost of replacement or repair of the article(s), or arrange for its repair other than for clothing where we will deduct an amount for wear and tear.

The maximum amount we will pay for any one article, set or collection is HK\$2,500, and HK\$5,000 for *lap-top computer*. We shall only pay the value or proportionate value of the article forming part of a pair or set.

The maximum amount we will pay for golf equipment (golf clubs, bags, balls, trolley and umbrella) in respect of any one *insured person* shall not exceed HK\$5,000 per *insured journey* and the maximum amount we will pay for any one article, set or collection of golf equipment is HK\$2,500.

The maximum amount we will pay in total under Section 5 in respect of any one *insured person* shall not exceed the Sum Insured of the plan selected.

Exclusions to Section 5

This section does not cover:

- loss of golf balls unless contained in the golf bag which is lost at the same time;
- damage to golf balls in play;
- the first HK\$250 of each and every loss in respect of golf equipment;
- loss of or damage to any mobile phones or their accessories, money or credit of charge cards, bonds, negotiable instruments, travel tickets, coupons or securities, contact lenses, dentures, prostheses, photographic equipment owned or used for professional purposes, business goods or samples, foodstuffs or drinks, animals, motor vehicles (including accessories), motorcycle, boats, motors, household furniture and antiques;
- lap-top computer* with any problems or defects triggered from software and malicious code (including but not limited to download of such software);
- any loss or damage due to confiscation, detention, requisition and destruction by Customs or other Government Officials;
- loss or damage caused by wear, tear, gradual deterioration, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, scratching, denting, breakdown, misuse, faulty workmanship or design, the use of faulty materials, or its resulting loss or damage;
- damage to any brittle or fragile items like glass or crystal;
- any loss not reported to the local police or airline or other carrier within 24

- hours of discovery;
10. any loss of property left in public place, *public common carrier*, inside an unlocked vehicle or not inside the locked boot of an unattended vehicle;
 11. any unexplained loss or mysterious disappearance;
 12. any loss or damage caused by Communicable Disease or the fear of threat (whether actual or perceived) of a Communicable Disease.

Section 6 – Loss of Money

We will pay for *accidental* loss of money being cash, cheques or traveller's cheques only, belonging to and being carried by *you* or in a locked hotel room during the *insured journey*.

The maximum amount *we* will pay under Section 6 in respect of any one *insured person* shall not exceed the Sum Insured of the plan selected.

Exclusions to Section 6

This section does not cover:

1. any loss not reported to the local police, hotel management or public authority within 24 hours of discovery;
2. shortage due to error, omission, exchange or depreciation in value.

Section 7 – Credit Card Protection

In the event of an *insured person* sustaining bodily *injury* which results in death, as a result of a covered *accident*, *we* will pay for the *credit card payment* under such *insured person's* credit cards.

The maximum amount *we* will pay in total under section 7 in respect of any one *insured person* shall not exceed the Sum Insured of the plan selected.

This section will not apply to any *insured person* aged below 17 years at the time of the *accident*.

Section 8 – Loss of Travel Documents or Tickets

In the event of *accidental* loss of Hong Kong Identify Card, credit cards, driving license, travel ticket, passport belonging to *you* during the *insured journey*, *we* will indemnify *you*:

1. the cost of replacement; and
2. the additional, necessary and reasonable travelling and/or accommodation expenses incurred for the sole purpose of arranging the replacement of lost travel documents or tickets, provided that the travelling class and/or room type for the accommodation shall not be better than the travelling class and/or room type for the accommodation as stated in the original itinerary.

The maximum amount *we* will pay under Section 8 in respect of any one *insured person* shall not exceed the Sum Insured of the plan selected.

Exclusions to Section 8

This section does not cover:

1. any fines or penalties incurred due to non-replacement or late replacement of the documents by *you*;
2. any loss not reported to the local police, public authority or airline/carrier within 24 hours of discovery;
3. any loss of travel documents or tickets which is not necessary for completing the *insured journey*.

Section 9 – Loss of Home Contents due to Burgary

We will pay for the cost of replacement or repair of the contents of *your principal home* in the event of loss of or damage to the contents as a result of burglary involving the use of forcible and violent entry to or exit from the premises whilst the home is uninhabited due to the *insured journey* hereunder.

The maximum amount *we* will pay for any one article, set or collection is HK\$5,000.

The maximum amount *we* will pay in total under Section 9 in respect of any one *insured person* and/or any one location shall not exceed the Sum Insured of the plan selected.

Special Definition in respect of Section 9

Contents means household goods; personal belongings; tenant's furniture, fixtures and fittings (including interior decorations); radio and television aerials on or in the *principal home* belonging to *you* or a member of *your* household.

Exclusions to Section 9

This section does not cover:

1. any premises where there is any other insurance covering the same insured peril;
2. any loss not reported to the police within 24 hours of its discovery;
3. the first HK\$3,000 of each and every loss.

Section 10 – Personal Liability

We will indemnify any amount which *you* become legally liable to pay as compensation and/or legal expenses for an *accident* occurring during the *insured journey* which causes *accidental* death or physical *injury* to a person or damage to property.

The maximum amount *we* will pay in total under Section 10 in respect of any one *insured person* shall not exceed the Sum Insured of the plan selected inclusive of costs agreed by *us* in writing.

Exclusions to Section 10

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 *you*;

3. employees liability, contractual liability or liability to *you* or *your family member* or relative or travel companion or where liability has been admitted by *you*;
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 *you* or *your family member*;
6. any act of *terrorism* regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
7. any action in controlling, preventing, suppressing, retaliating against /or responding to any such act of *terrorism*;
8. asbestos, asbestos products or asbestos-containing products;
9. Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

Section 11 – Travel Delay/Rerouting

1. Travel Delay

In the event of the *public common carrier* in which you have arranged to travel as specified in *your* original itinerary being delayed for at least 6 hours as a result of strike or other industrial action, riot, civil commotion, hijack, *terrorism*, adverse weather conditions, natural disaster, mechanical and/or electrical breakdown of the *public common carrier*, *we* will pay HK\$300 for each and every full 6 hours that *you* are delayed and up to HK\$1,500 per *insured person* under this item.

The period of delay will be calculated from either

- the original scheduled departure time of the *public common carrier* supplied to the *insured person* until the recommendation of the first available alternative transportation offered by that *public common carrier* management; or
- the original arrival time specified in the itinerary provided by the *public common carrier* supplied to the *insured person* until the actual arrival time of the first available alternative transportation offered by that *public common carrier* management.

The *insured person* can only claim for either departure or arrival delay of the same flight but not for both.

If the *insured person* has consecutive connect flights, each period of delayed hours cannot be accumulated and the proximate cause of the delay must be due to above-mentioned reasons.

2. Extra Hotel Costs Due to Travel Delay

In the event of *your* outward, transit or return *public common carrier* in which *you* have arranged to travel as specified in *your* original itinerary being delayed for more than 6 hours as a result of strike or other industrial action, riot, civil commotion, hijack, *terrorism*, adverse weather conditions, natural disaster, mechanical and/or electrical breakdown of the *public common carrier*, *we* will pay the additional, reasonable and irrecoverable accommodation expenses incurred outside *Hong Kong* in respect of each *insured person* and up to HK\$2,000 per *insured person* under this item.

3. Extra Re-routing Costs Due To Travel Delay

In the event of the inability of *you* to reach *your* destination due to the delay lasting for more than 6 hours or failure of the *public common carrier* as a result of strike or other industrial action, riot, civil commotion, hijack, *terrorism*, adverse weather conditions, natural disaster, mechanical and/or electrical breakdown of the *public common carrier*, *we* will pay *you* the additional and irrecoverable costs for the purchase of a one-way economy class travel ticket to reach the planned destination as specified in your original itinerary by an alternative means.

The maximum amount *we* will pay under this item in respect of any one *insured person* shall not exceed the Sum Insured of the plan selected.

Special Condition for Section 11

You must check-in in accordance with the original itinerary and obtain written confirmation from the carrier or their agent of the length of the delay in order to claim benefit under this section.

Exclusions to Section 11

This section does not cover:

1. any delay due to any circumstances which is existing or announced at the time the *insured journey* is arranged or this Policy is applied, whichever is the later;
2. any circumstances covered by any other insurance scheme, government programme or which will be paid or refunded by a travel agent, tour operator or other provider of any service forming part of the booked itinerary, but this exclusion will not apply to Item 1 of this section.

Section 12 – Baggage Delay/Emergency Purchases

In the event of *your* checked-in baggage being delayed for more than 6 hours after *your* arrival at any of the scheduled destination abroad, *we* will reimburse the reasonable cost of emergency purchases of essential clothing or toiletries by *you*.

The maximum amount *we* will pay under Section 12 in respect of any one *insured person* shall not exceed the Sum Insured of the plan selected.

Special Condition for Section 12

You may not claim under Section 12 and Section 5 Personal Baggage for the same incident.

Exclusion to Section 12

This section does not cover any cost due to delay of *your* baggage not being on the same *Public Common Carrier* with the *insured person* or souvenirs and articles mailed or shipped separately.

Section 13 – Cancellation of Trip

In the event of *you* having to cancel the *insured journey* as the result of any the following:

1. death, *serious physical injury* or *serious illness* requiring the *confinement* in hospital for at least 48 hours of *you*, *your immediate family member*, business partner or *travel companion* within 90 days before the date of commencement of the *insured journey*;
2. witness summons, jury service or compulsory quarantine of *you* within 90 days before the date of commencement of the *insured journey*;
3. unexpected outbreak of strike, riot, civil commotion, *terrorism* or severe weather condition and natural disaster at the planned destination arising out of circumstances beyond the control of *you* within one week before the departure date of the *insured journey*;
4. serious damage to *your principal home* in Hong Kong arising from fire, flood or burglary within one week before the departure date of the *insured journey*,

we will pay for the loss of unused travel fare and/or unused accommodation expenses which have been paid in advance and for which *you* are legally liable and which are not recoverable from any other sources.

The maximum amount *we* will pay under Section 13 in respect of any one *insured person* shall not exceed the Sum Insured of the plan selected.

Section 14 – Curtailment of Trip

In the event of *you* having to abandon the *insured journey* and return to Hong Kong once the *insured journey* has begun due to:

1. death, *serious physical injury* or *serious illness* of *you*, *your immediate family member*, business partner or *travel companion*;
2. unexpected outbreak of strike, riot, civil commotion, *terrorism*, severe weather condition or natural disaster at the planned destination which prevent the *insured person* from continuing with his/her scheduled journey;
3. serious damage to *your principal home* in Hong Kong arising from fire, flood or burglary;

we will pay for the loss of unused travel fare and/or unused accommodation expenses which have been paid in advance and for which *you* are legally liable and which are not recoverable from any other source.

The maximum amount *we* will pay under Section 14 in respect of any one *insured person* shall not exceed the Sum Insured of the plan selected.

Exclusions to Section 13 and Section 14

This section does not cover any loss arising directly or indirectly from:

1. any government's regulations control or act;
2. bankruptcy, liquidation, error, omission or default of any travel agency, tour operator or other provider of any service forming part of the booked itinerary;
3. the disinclination to travel or the financial circumstances of *you*;
4. any unlawful act of any person upon whom the holiday depends;
5. the failure to notify the travel agent, tour operator or other provider of any service forming part of the booked itinerary of the need to cancel or abandon the travel arrangement immediately it is found necessary to do so;
6. cancellations or alternations to schedules that are not verified by the airline, travel agency or other relevant organizations;
7. circumstances covered by any other insurance scheme, government programme or which will be paid or refunded by a travel agent, tour operator or other provider of any service forming part of the booked itinerary;
8. any medical condition or other circumstances known to have existed at the commencement of this insurance;
9. failure to provide and obtain a written medical report from the *medical practitioner or physician*;
10. failure to follow the recommendations of the *medical practitioner or physician*;
11. any circumstances leading to the cancellation or curtailment of *insured journey* which are existing or announced at the time the *insured journey* is arranged or this Policy is applied, whichever is the later.

Part III – General Exclusions - These apply to all Sections

This Policy does not cover claims arising directly or indirectly from:

1. any *pre-existing conditions*, congenital and hereditary condition;
2. any illegal or unlawful act by *you* or confiscation, detention, destruction by customs or other authorities;
3. any circumstances *you* are not taking all reasonable efforts to safeguard *your* property/money, or to avoid *injury* to minimize any claim under this Policy;
4. riding or driving in any kind of motor racing, or engaging in a sport in a professional capacity or where *you* would or could earn income or remuneration from engaging in such sport;
5. consequential loss of any kind;

6. suicide or intentional self-inflicted *injury*;
7. insanity, mental or nervous disorders whilst being under the influence of alcohol or drugs (other than those prescribed by the *medical practitioner*), alcoholism, drug addiction or solvent abuse;
8. any condition resulting from pregnancy, childbirth or miscarriage, abortion, pre-natal care as well as post-natal care and other complications arising therefrom, venereal disease;
9. discharge on *your* own decision violating the advice of *medical practitioner* while *you* are confined to a *hospital* as an in-patient;
10. air travel other than as a fare paying passenger on a regular scheduled airline or licensed chartered aircraft;
11. engaging in any kind of labour work; engaging in offshore activities like commercial diving, oil rigging, mining or aerial photography; handling of explosives;
12. any *injury, illness*, death, loss, expense or other liability attributable to HIV (Human Immuno Deficiency Virus) and/or HIV-related *illness* including AIDS and/or any mutant derivative or variations thereof however caused or however named;
13. 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;
14. any expenses, 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.

Sanction and Limitation Exclusion

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 – General Conditions – These apply to all sections

1. Where a family Policy is issued providing cover to *you*, *your* spouse and/or *your* child(ren) aged below 17 years, or cover to *you*, and *your* child(ren) aged below 17 years, the spouse's coverage is the same as *yours* and each child's coverage is also equal to *yours* except under Section 3 - Personal Accident Cover.
However, *our* maximum liability in aggregate for any one *accident* shall not exceed 300% of each section for a family Policy.
2. No Policy cancellation or refund of premium is allowed once *your* application of travel Policy is accepted by *us*. (for single trip insurance plan only).
3. If outside *your* control, the *insured journey* is extended beyond the period stated in the Policy, *we* will automatically extend the *Period of Insurance* for a maximum of 10 calendar days without charge for such a period as is reasonably necessary for completion of *your insured journey*.
4. *You* can only be covered under one travel Policy for the same *insured journey* effected by *us*.
5. The maximum period of the *insured journey* cannot exceed 180 days per trip for single trip insurance plan and 90 days for annual multi trips insurance plan. For one way travel, the maximum period of the *insured journey* is 7 calendar days from the scheduled time of arrival at *your* final destination or subject to the *Period of Insurance*, whichever is sooner.
6. At the time of effecting this insurance the *insured person* must be fit to travel; otherwise any claims shall result in *our* right to repudiate liability under this Policy.
7. **Place of Departure**
The *insured journey* must commence from Hong Kong.
8. **Entire Contract**
This Policy including the Schedule, endorsements, attachments and amendments, if any, will constitute the entire contract between the parties. No agent or other person has the authority to change or waive any provision of this Policy. No changes in this Policy shall be valid unless approved by *our* officer and evidenced by endorsement of amendment.
9. **Age Limit**
Under Single Trip Insurance Plan, unless specifically agreed by *us*, the *insured person* must be from 6 months to 75 years old at the commencement date of this Policy. Insured person aged below 17 years who is not accompanied by an adult during the *insured journey* can opt for Silver Plan or Bronze Plan only. Under Annual Multi-Trip Insurance Plan, unless specifically agreed by *us*, the *insured person* must be from 6 months to 70 years old at the first effective date of the Policy and renewal is

allowed up to 75 years old. Renewal of *insured person* with age over 75 years old shall be at the sole discretion of *us*.

10. Notice of Claims

Written notice of claim must be given to *us* within 30 days of the date of the incident causing such loss. In the event of *accidental* death, immediate notice thereof must be given to *us*.

11. Proof of Loss

Written proof of loss must be furnished to *us* within 30 days from the receipt of the claim form provided by *us*. Failure to furnish such proof within the time required shall not invalidate any claim if it was not reasonably practicable to give proof within such time provided that such proof is furnished as soon as reasonably practicable, and in no event later than 180 days from the time when such proof is otherwise required. All certificates information and evidence in such form and of such nature and within such time as *we* may reasonably require shall be furnished without expense to *us*.

12. Appeal of Claims

In the event that a claim is repudiated by *us*, *your* right of appeal will deem to be waived if *we* do not receive any written appeal with supporting documents within one year from the date of *our* notice of repudiation.

13. Medical Examination

We shall be entitled in the case of non-fatal *injury* to call for examination by a medical referee appointed by *us* whenever required and in the event of death to have a post-mortem examination at *our* expense.

14. Payment of Claims

Indemnity for death of the *insured person* is payable to the name beneficiary, if any, or legal personal representatives of the *insured person*. All other indemnities are payable to the *insured person* except under the Section of Global Emergency Assistance Cover where the benefits will be paid based on actual cost directly to the provider of service.

15. Precautions

You will take all reasonable care to protect *your* possessions and prevent *accidents* and take all reasonable steps to recover any articles lost or stolen and to prosecute the guilty person.

16. Other Insurance

If at the time of a claim there is any other policy covering anything insured by this Policy (except as provided by Section 1 Extension 1 Overseas Hospital Daily Cash Benefit, Section 3 Personal Accident Cover and Section 11 Item 1 Travel Delay), *we* will only be liable for *our* proportionate share.

17. Liability Claims

You must not admit, deny, or settle a claim without *our* consent.

18. Misstatement or Fraud

Any false statement made by *you* or concerning any claim shall result in *our* right to repudiate liability under this Policy.

19. Legal Action

No legal action shall be brought to recover under this Policy prior to the expiration of 60 days after written proof of claim has been filed in accordance with the requirements of this Policy, nor shall such action be brought at all unless commenced within 2 years from the expiration of the time within which proof of claim is required.

20. Governing Law and Jurisdiction

This Policy shall be governed by and interpreted in accordance with the laws of *Hong Kong* and subject to the exclusive jurisdiction of *Hong Kong* courts.

21. Subrogation

We have the right to proceed at *our* own expense in the name of *you* against third parties who may be responsible for an occurrence giving rise to a claim under this Policy. *You* shall concur in doing and permit to be done all such acts and things which may be necessary or reasonably required by *us* for the purpose of enforcing any rights and remedies or obtaining relief or indemnify from other parties to which *we* are entitled by virtue of our right hereunder.

22. Arbitration

All differences arising out of this Policy shall be determined by arbitrator in accordance with the Arbitration Ordinance, Chapter 341, Laws of *Hong Kong* 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 having been referred to arbitrator 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.

23. Compliance with Policy Provisions

Failure to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.

24. 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.

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

(ITEMS 26 TO 29 ARE APPLICABLE TO ANNUAL MULTI TRIPS INSURANCE PLAN ONLY)

26. Cancellation

We or *you* may cancel this Policy by giving 30 days' notice of cancellation by written notice delivered to the other party, or mailed to his last known address. In such event, *we* will return the pro-rata unearned portion of any premium actually paid by *you*. In the event the Policy is cancelled by *you*, the earned premium shall be computed in accordance with the charges indicated below, but in no event less than *our* customary minimum premiums below.

Covered Period	Charges of Premium %
2 months (i.e. customary minimum premiums)	40
3 months	50
4 months	60
5 months	70
6 months	75
Over 6 months	100

27. Grace Period

A grace period of 30 days from the premium due date will be allowed for payment of each premium after the first payment, during which period this Policy will remain in force.

28. Reinstatement of Policy

If default be made in the payment of the agreed premium for this Policy, the subsequent acceptance of a premium by *us* or by any of its duly authorized representative shall reinstate the Policy, but only to cover loss resulting from *injury* thereafter sustained.

29. Renewal

This Policy may be renewed with the consent of *us* from time to time by payment of the premium in advance at *our* premium rate in force at time of renewals.

Part VI – Claims Procedure

Please submit a Claim Form to *us* within 30 days from the date of occurrence with appropriate documents..

Medical Cover

- Diagnosis and treatment, showing *your* name, and date of diagnosis certified by *medical practitioner*;
- *Hospital* bill with itemized list / receipts issued by a clinic or *hospital*.

Personal Accident Cover

- Certificate issued by a *medical practitioner* certifying the degree or severity of disability;
- Death Certificate;
- Coroner report;
- Presumption of death as proclaimed by a court, in the event of disappearance;
- Documents in support of the funeral expenses.

Loss of Income

- Original sick leave certificate/medical certificate from a *medical practitioner*;
- Employer's written confirmation of sick leave for the *insured person*;
- 3 months MPF Contribution Statement prior to accident.

Credit Card Protection

- Death Certificate;
- Coroner report;
- Presumption of death as proclaimed by a court; in the event of disappearance;
- Customer copy of the credit card sales slip, bill, invoice and/or payment receipts.

Personal Baggage, Loss of Money, Travel Documents or Tickets or Home Contents

- Receipts, including date of purchase, price of items lost or damaged;
- Copy of notification to airline/carrier/hotel and their official acknowledgement in writing;
- Police report (which must be made within 24 hours of the occurrence);

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).

Travel Delay/Re-routing

- Official documentation from the airline/carrier showing the date, time, duration of the delay and cause of the delay.

Baggage Delay/Emergency Purchases

- Official documentation from the airline/carrier including date, time and duration of the delay;
- Receipts of the emergency purchase items in the *insured journey*.

Cancellation of Trip and Curtailment of Trip

- All bills, receipts and coupons;
- Diagnosis and treatment, showing *your* name and date of diagnosis certified by a *medical practitioner*.

WHAT TO DO WHEN YOU NEED HELP

In case of medical or other emergency, please call Paofong 24-hour Emergency Assistance in *Hong Kong* on **(852) 2863 5541** and quote *your* name and the Policy number printed on the Schedule / Certificate. You may call *our* claims hotline **(852) 2290 3560**, Monday to Friday 8:45 a.m. to 6:00 p.m.

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

XSP/ATP05/2024(P)



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) 本聲明的中英文版如有歧異，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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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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