



Commercial Vehicle Insurance Policy 商業汽車保險單

Insuring Agreement

Whereas the Insured by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to Paofong Insurance Company (Hong Kong) Limited (hereinafter called the Company) for the insurance hereinafter contained and has paid or agreed to pay the premium as consideration for such insurance in respect of events occurring during the period of insurance now this Policy witnesseth that the Company will indemnify the Insured subject to the terms, exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Policy)

Section I – Insurance on Motor Vehicle

1. Loss or Damage to the Motor Vehicle

The Company will indemnify the Insured against loss of or damage to the Motor Vehicle and its accessories and spare parts whilst thereon.

At their own option the Company may pay in cash the amount of the loss or damage or may repair, reinstate or replace the Motor Vehicle or any part thereof or its accessories or spare parts.

The liability of the Company shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting such parts it being understood that the Company's liability shall be limited to the reasonable market value of the Motor Vehicle at the time of the loss or damage but not exceeding the Insured's estimate of value stated in the Schedule.

In the event of loss of or damage to the Motor Vehicle and/or its accessories necessitating the supply of a part not obtainable from stocks held in the Geographical Area in which the Motor Vehicle is held for repair or in the event of the Company exercising the option to pay in cash the amount of the loss or damage the liability of the Company in respect of any such part shall be limited to:

- a. (i) the price quoted in the latest catalogue or price list issued by the Manufacturer or his Agents in the Geographical Area in which the Motor Vehicle is held for repair; or
- (ii) if no such catalogue or price list exists the price last obtaining at the Manufacturer's Works plus the reasonable cost of transport otherwise than by air to the Geographical Area in which the Motor Vehicle is held for repair and the amount of the relative import duty and
- b. the reasonable cost of fitting such part.

2. Limitation to Fire and Theft

If the Policy cover is stated in the Schedule to be "Third Party Fire and Theft" the Company shall be liable under this Section solely for loss or damage resulting from fire, self-ignition, lightning, explosion, theft or attempted theft.

3. Hire Purchase Agreement or Mortgage

If the Company knows the Motor Vehicle is the subject of a hire purchase agreement or a bill of sale by way of mortgage any payment in cash shall be made to the owner described in the hire purchase agreement or to the mortgagee described in the bill of sale whose receipt shall be a full and final discharge to the Company in respect of such loss or damage.

4. Protection and Removal after Accident

If the Motor Vehicle is disabled by reason of loss or damage insured under this Policy the Company will bear the reasonable cost of protection and removal, which shall not exceed 20% of the agreed cost of repairs, to the nearest repairers and of delivery within the Geographical Area where the loss or damage was sustained.

5. Authority to Repair

The Insured may authorise the repair of the Motor Vehicle necessitated by damage for which the Company may be liable under this Policy provided that the estimated cost of such repair does not exceed HKD1,000.00 and a detailed estimate of the cost is provided to the Company.

If the estimated cost of repair exceeds HKD1,000.00, the Company has the final discretion in the selection of motor repairer and shall not be liable for any repair costs (including towing, storage or any incidental expenses) of

the damaged motor vehicle unless the motor repairer is the sole agent or manufacturer of the motor vehicle or has been approved by the Company.

6. Exceptions to Section I

The Company shall not be liable to pay for:

- a. consequential loss;
- b. Depreciation, wear and tear, mechanical or electrical breakdowns failures or breakages;
- c. damage to tyres unless damage is caused to other parts of the Motor Vehicle at the same time;
- d. damage caused by overloading or strain;
- e. any excess provided for in this Policy.

7. Excesses - Applicable to Section I

In respect of each and every event the Company shall not be liable for the first amount indicated below (or any less expenditure which may be incurred) being the first part of any expenditure for which provision is made under Section I of the Policy:

- a. Compulsory Excess HKD3,000 or any amount as stated in the Schedule
- b. Other - Amount as stated in the Schedule
 - (i) Voluntary Excess
 - (ii) Theft Excess - as a result of theft or attempted theft

The above Excesses are cumulative with each other.

If the expenditure incurred by the Company shall include the amount for which the Insured is responsible hereunder such amount shall be repaid by the Insured to the Company forthwith.

For the purposes of this Clause the expression "event" shall mean an event or series of events arising out of one cause in connection with the Motor Vehicle.

This Clause shall not apply to loss or damage caused by fire, self-ignition, lightning or explosion.

Section II – Liability to Third Parties

1. Indemnity to the Insured or Authorised Driver

The Company will subject to the Limit of Liability and the Jurisdiction Clause indemnify the Insured or any Authorised Driver against all sums including claimant's costs and expenses which the Insured shall become legally liable to pay in respect of:

- a. death of or bodily injury to any person;
- b. damage to property

where such death or injury or damage arises out of an accident caused by or in connection with the Motor Vehicle or the loading or unloading of the Motor Vehicle.

2. Indemnity to Legal Representatives

In the event of the death of any person entitled to indemnity under this Section the Company will in respect of the liability incurred by such person indemnify his legal personal representatives in the terms and subject to the limitations which applied to such person.

3. Application of Limit of Liability

In the event of an accident involving indemnity under this Section to more than one person the Limit of Liability shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the Insured.

4. Representation and Defence

The Company may at their own option arrange for representation at any inquest or fatal inquiry and undertake the defence of proceedings in any court of law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Section.

5. Expenses

The Company will pay all costs and expenses incurred with their written consent.

6. Jurisdiction Clause

The indemnity under Section II shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within the Geographical Area.

7 Exceptions to Section II

The Company shall not be liable

- a under sub-sections 1 or 2 to indemnify any person
 - (i) unless such person shall observe fulfil and be subject to the Terms of this Policy in so far as they can apply,
 - (ii) if such person is entitled to indemnity under any other policy.
- b. in respect of death of or bodily injury to any person arising out of and in the course of such person's employment by
 - (i) the Insured,
 - (ii) the person claiming to be indemnified under Section II;
 - (iii) the employer of the person claiming to be indemnified under Section II
- c in respect of death or bodily injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to the Motor Vehicle for loading thereon or the taking away of the load from the Motor Vehicle after unloading therefrom.
- d in respect of damage to property being conveyed by the Motor Vehicle or to property belonging to held in trust by or in the custody or control of
 - (i) the Insured or any person claiming to be indemnified under sub-section 1,
 - (ii) a member of the same household as the Insured or of the same household as any person claiming to be indemnified under sub-section 1.
- e in respect of damage by vibration or by the weight of the Motor Vehicle or of the load carried by the Motor Vehicle to any bridge, weighbridge, viaduct road or anything beneath.
- f in respect of damage to any disabled mechanically propelled vehicle attached to any motor vehicle in respect of which indemnity is provided by this Policy.

8 Excesses - Applicable to Section II (Damage to Third Party Property)

The Company shall not be liable for the first amount indicated in the Schedule (or any less expenditure which may be incurred) being the first part of any expenditure for which provision is made under Section II (1)(b) of the Policy in respect of each and every event occurring.

If the expenditure incurred by the Company shall include the amount for which the Insured is responsible hereunder such amount shall be repaid by the Insured to the Company forthwith

For the purposes of this Clause the expression "event" shall mean an event or series of events arising out of one cause in connection with the Motor Vehicle

This Clause shall not apply to expenditure for which provision is made under sub-section I (a) of Section II (Liability for bodily injury to Third Parties) of this Policy

9. Avoidance of Certain Terms and Right of Recovery

If the Company are obliged by the laws applying in the Geographical Area or by virtue of any Agreement between the Government and the Motor Insurers Bureau of Hong Kong to pay an amount for which the Company would not otherwise be liable under this Policy the Insured shall repay the amount to the Company

General Limitations

1 Geographical Area

Hong Kong and the harbour limits for the purpose of transit by sea (including incidental loading or unloading).

2. Limit of Liability

Limit of the amount of the Company's liability under

Section II (1)(a) (Liability to Third Party - death or bodily injury) in respect of any one claim or series of claims arising out of one event	As per Schedule
Section II (1)(b) (Liability to Third Party property damage) in respect of any one claim or series of claims arising out of one event	As per Schedule

3. Limitations as to Use

- a. Use in connection with the Insured's business or the business of any person to whom the Motor Vehicle is hired,
- b Use for social domestic and pleasure purposes

Whilst the vehicle is so used the carriage of passengers (other than for hire or reward) is permitted.

The Policy does not cover:

- a. Use for racing, pace-making, reliability trial or speed testing
- b. Use whilst drawing a trailer except the towing of any one disabled mechanically propelled vehicle;
- c Use for the carriage of passengers for hire or reward.

4. Authorised Driver

Any of the following

- a. whilst the vehicle is being used in connection with the Insured's business or the business of any person to whom the Motor Vehicle is hired:
 - (i) The Insured; or
 - (ii) Any other person provided that he is in the Insured's employ and is driving on his order or with his permission; or
 - (iii) Any person to whom the vehicle is hired or any other person provided that he is in the employ of such hirer and is driving on his order or with his permission.
- b. Whilst the vehicle is being used for social domestic or pleasure purposes
 - (i) The Insured; or
 - (ii) Any other person who is driving on the Insured's order or with his permission

Provided that the person driving holds a licence to drive the Motor Vehicle or has held and is not disqualified for holding or obtaining such a licence The term "licence" means a licence or other permit required by the licensing or other laws or regulations

5. No Claim Discount

In the event of no claim being made or arising under this Policy during the periods of insurance specified below the next renewal premium shall be reduced by the discount shown in the following scale.

<u>Period of Insurance</u>	<u>Discount</u>
One Year	10%
Two consecutive years	20%
Three or more consecutive years	30%

If the Company shall consent to a transfer of interest in this Policy the period during which the interest was in the Transferor shall not accrue to the benefit of the Transferee

If more than one Motor Vehicle is described in the Schedule the No Claim Discount shall be applied as if a separate Policy had been issued in respect of each such Motor Vehicle.

General Exceptions – Applicable to the whole Policy

The Company shall not be liable in respect of:

1. any accident, loss, damage or liability caused sustained or incurred:
 - a. outside the Geographical Area;
 - b. whilst on the Insured's order or with his permission or to his knowledge the Motor Vehicle is:
 - (i) being used otherwise than in accordance with the Limitations as to Use;
 - (ii) being driven by any person other than an Authorised Driver or is for the purpose of being driven by him in the charge of such person.
- 2 any accident, loss, damage or liability caused by or contributed to by or arising from any failure by the Insured to comply with and observe all provisions, regulations or requirements relating to the carriage of dangerous goods whether such provisions, regulations or requirements are issued by the Fire Services or any other Government Department or form part of any Statutory Ordinance.
- 3 any accident, loss, damage or liability (except so far as is necessary to meet the requirements of the Motor Vehicles Insurance (Third Party Risks) Ordinance) directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with:

- a War, invasion act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war, mutiny, rebellion, revolution, insurrection, military or usurped power,
 - b. Strike, riot, civil commotion;
 - c Detention, seizure, confiscation or any attempt thereof
- or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the person claiming to be indemnified shall prove that the accident loss damage or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim
- 4 any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
 - 5 any sum which any person claiming to be indemnified would have been entitled to recover from any party but for an agreement between such person and such party.
 - 6
 - a. any accident, loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
 - b. any liability of whatsoever nature
 directly or indirectly caused by or contributed to by or arising from ionizing, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel For the purposes of this exception combustion shall include any self-sustaining process of nuclear fission
 - 7. any accident, loss, damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
 - 8 any accident, loss, damage or liability caused sustained or incurred at all times during which the Motor Vehicle is within any area to which the Hong Kong Airport (Restricted Areas) Regulations apply except in so far as may be necessary solely to meet the requirements of the Motor Vehicles Insurance (Third Party Risks) Ordinance.
 - 9 any accident, loss, damage or liability caused, sustained or incurred whilst the Motor Car is being driven by, in the charge or under the control of the Insured or the Insured Driver when the proportion of alcohol in his/her breath, blood or urine exceeds the prescribed limit as stipulated in Section 2 of the Road Traffic Ordinance (Cap 374) as may be amended from time to time or any other legislation which replaces the same.
 - 10. any loss, damage, death, injury, disablement, liabilities, costs or expenses of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with.
 - a. any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
 - b. any action in controlling, preventing, suppressing, retaliating against or responding to any such act of terrorism
 For the purpose of this exclusion, an act of terrorism includes any act, preparation or threat of action of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto committed for political, religious, ideological, or similar purposes including the intention to influence any government de jure or de facto of any nation or any political division thereof and/or to intimidate the public or any section of the public of any nation and which
 - a involves violence against one or more persons, or
 - b. involves damage to property; or
 - c. endangers life other than that of the person committing the action, or
 - d. creates a risk to the health or safety of the public or a section of the public; or
 - e. is designed to interfere with or disrupt an electronic system
 In any action suit or other proceedings where the Company alleges that by reason of this exclusion, any accident, loss, damage or liability is not indemnifiable by this Policy, the burden of proving that such accident, loss, damage or liability is indemnifiable shall be upon the person claiming to be indemnified.

General Conditions – Applicable to the whole Policy

1. Interpretation

This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear

2. Insured's Duty

The due observance and fulfilment of the Terms of this Policy in so far as they relate to anything to be done or not to be done by the Insured or any person claiming to be indemnified and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

3. Written Notice

Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.

4 Care of Motor Vehicle

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

5. Notification of Accidents

In the event of any occurrence which may give rise to a claim under this Policy the Insured shall as soon as possible give notice thereof to the Company with full particulars. Every letter, claim, writ, summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the Insured or any person claiming to be indemnified shall have knowledge of any impending prosecution, inquest or fatal inquiry in connection with any such occurrence. In case of theft or other criminal act which may give rise to a claim under this Policy the Insured shall give immediate notice to the police and co-operate with the Company in securing the conviction of the offender.

6. Claims Procedure

No admission, offer, promise or payment shall be made by or on behalf of the Insured or any person claiming to be indemnified without the written consent of the Company who shall be entitled if they so desire to take over the conduct in the name of the Insured or such person the defence or settlement of any claim or to prosecute in the name of the Insured or such person for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured and such person shall give all such information and assistance as the Company may require

7. Payment of Limits of Liability

At any time after the happening of any event giving rise to a claim or series of claims under Section II of this Policy the Company may pay to the Insured or any person claiming to be indemnified the full amount of the Company' liability under Section II and relinquish the conduct of any defence, settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the Insured or such person in consequence of any alleged action or omission of the Company in connection with such defence, settlement or proceedings or of the Company relinquishing such conduct nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured or such person or by any claimant or other person after the Company shall have relinquished such conduct.

8. Other Insurance

If at the time any claim arises under this Policy there is any other insurance covering the same loss, damage or liability the Company shall not be liable to pay or contribute more than their ratable proportion of any loss, damage, compensation, costs or expenses Provided always that nothing in this Condition shall impose on the Company any liability from which but for this Condition they would have been relieved under (a)(ii) of 7-Exceptions to Section II

9 Cancellation

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

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

10. Arbitration

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

11. Jurisdictions and Governing Law

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

VVV02/2009(P)

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

請表格及/或宣傳資料上列明)；及

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

如閣下不希望本公司如上述使用閣下的個人資料或將閣下的個人資料提供予其他人士作上述直接促銷用途，閣下可隨時通知本公司行使閣下的選擇權拒絕促銷，此項安排不另收費。閣下可根據本聲明第(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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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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