



Paofong Insurance
寶豐保險

Paofong Insurance Company (Hong Kong) Limited
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Shop Safe Insurance Policy 舖安寶保險單

Insuring Agreement

The Insured having paid or agreed to pay to the *Company* the premium and the *Company* agree to provide coverage during the period of insurance under the sections shown in the Schedule subject to the terms, conditions, provisions, exclusions and limits contained herein or endorsed hereon.

The Schedule, Policy and any endorsements subsequently issued are to be read together as one contract and the information, proposal form and declaration provided by the Insured are the basis of the contract.

General Definitions

Certain words in this Policy have specific meanings. They are printed in italics throughout this Policy.

Appliance

Any frozen food cabinet, deep freezer, cold room or cold storage which is not more than 10 years old and is situated at the *premises*.

Bodily Injury

Injury, sickness, disease and mental injury or death resulting therefrom.

Business

The usual work and activities carried on by the Insured pertaining to his *business* as specified in the Schedule and no others.

Company

Paofong Insurance Company (Hong Kong) Limited.

Contents

Property kept inside the *premises* including furniture, fixtures and fittings, tenant's improvements, business machines and equipment, computer system and installation, interior decoration, stationery, water, gas, sewage and drain pipes, electricity and telephone cables, blinds and all other contents belong to the Insured or for which the Insured is legally liable not otherwise excluded under the Policy but excluding *stock in trade*, *money* and mobile phone.

Damage

Unforeseen and sudden, accidental and physical loss, destruction or damage to tangible property.

Earning

All gross wages, salaries, remunerations, commissions, bonuses, overtime, termination payments, allowances and the like, directors' fees or other benefits whether at piecework rates or otherwise and whether paid in cash or in kind by the Insured to his *employees*.

Employee

Any one who has entered into or works under a contract of employment with the Insured as defined in the Employees' Compensation Ordinance of *Hong Kong*.

Hong Kong

The territorial limits of the Hong Kong Special Administrative Region.

Income

The money paid or payable to the Insured in the course of the *business* at the *premises* for goods sold and delivered and services provided less the purchase costs of the goods, carriage, packing, freight, bad debts or discount allowed.

Indemnity Period

The period during which the *business* is affected by the *damage* up to twelve months after the occurrence of *damage* (or any other period agreed by the *Company* in writing and specified in the Schedule).

Money

Cash (notes and coins), postal orders, cheques, bankers' drafts, bills of exchange, unused units in postage stamp, franking machines, postage

stamps, revenue stamps, credit card sales, vouchers, consumer redemption vouchers, all pertaining to the *business* and belonging to the Insured.

Occurrence

Any event including continuous or repeated exposure to substantially the same general conditions which results in *bodily injury* or property *damage* neither expected nor intended. All *occurrences* arising directly or indirectly from one source or original cause shall be deemed an *occurrence*.

Premises

The location of the Insured's *business* described in the Schedule which is primarily occupied for trading and/or providing services where no process of manufacturing is being carried out therein.

Stock in Trade

Stock in Trade consists of merchandise for sales belonging to the Insured or in the custody of the Insured at the *premises*.

Permanent Total Disability

Total and permanent disability to attend to the injured person's usual occupation or any other occupation according to the injured person's knowledge and training, which within 12 months of the date of the *bodily injury* is proved to the *Company's* satisfaction to be permanent.

Section I – Contents and Stock in Trade

1.1 Contents

If during the period of insurance at the *premises* the *contents* insured or any part thereof shall suffer *damage* other than as specified in the exclusions of this Policy the *Company* will pay to the Insured the value of the property at the time of the happening of the *damage* or the amount of such *damage* or at its option reinstate or replace such property or any part thereof.

1.2 Stock in Trade

If during the period of insurance at the *premises* the *stock in trade* insured or any part thereof shall suffer *damage* other than as specified in the exclusions of this Policy the *Company* will pay to the Insured the value of the property at the time of the happening of the *damage* or the amount of such *damage* or at its option reinstate or replace such property or any part thereof.

For items 1.1 & 1.2, if the total sum insured is less than the value of the property insured at the time of the *damage* the Insured shall be considered as being his own insurer for the difference and shall bear a ratable share of the *damage*.

Limit of Indemnity

1. The maximum amount the *Company* will pay in respect of this section is the sum insured shown in the Schedule for any one occurrence.
2. The maximum amount the *Company* will pay in respect of trade samples not intending for sales shall not exceed HK\$50,000 or 10% of the sum insured of *contents* (item 1.1), whichever is the less for any one *occurrence*.
3. The maximum amount the *Company* will pay in respect of deed, document, card, tape, file, pattern, mould, model, design or transparency but only for the cost of reinstatement is HK\$10,000 for any one *occurrence*.

Exclusions to Section I

This Section does not cover:

1. loss or damage to *money*, jewellery, furs, silks, precious metals, precious stones, travel tickets, alcohol or tobacco, living creatures, plants, works of art, advertising signs, fixed glass, automatic sprinkler systems or associated control equipment or property more specifically insured (unless being covered by extensions).

2. loss or damage arising from mysterious disappearance, unexplained loss or shortage discovered upon stocktaking or making of an inventory.
3. loss or damage arising from fraudulent, dishonest or willful act by the Insured or its partners, directors or *employees*.
4. loss or damage arising from delay, loss of market, loss of use or consequential loss of any kind.
5. loss or damage caused by wear and tear, gradual deterioration, fouling by pets, vermin, insects, corrosion, rot, mildew, fungus, atmospheric conditions, change of temperature, the action of light, any process of heating, drying, cleaning or dyeing,
6. loss or damage caused by chewing, scratching, denting, chipping, tearing, shrinkage, evaporation, loss of weight or leakage.
7. loss or damage caused by overheating, mechanical or electrical breakdown or derangement unless fire ensues and then only for the loss or damage caused by such ensuing fire.
8. loss or damage to any property at the *premises* which have been unoccupied for more than 30 consecutive days.
9. loss or damage to any property by theft not accompanied by forcible and violent entry to or exit from the *premises*.
10. loss or damage to any property seized or confiscated by order of any public authority.
11. loss or damage to any property being worked on or in the process of manufacture, repair, alteration or misuse.
12. any fraudulent scheme, trick, device or false pretence.
13. The first HK\$1,000 or 10% of the adjusted loss for each and every loss or damage whichever is the greater by water whatsoever caused; the first HK\$1,000 for each and every loss or damage by other incident except fire, lightning or explosion.

Extensions to Section I

1. Fixed Glass and Front Signboards

The *Company* will pay the cost of replacing the fixed glass in windows, doors, showcases, counters and shelves, fanlights, partitions and sanitary ware within the *premises* including silvered, lettered, ornamental or other special glass which belong to the Insured or for which the Insured is legally responsible following *damage* including the cost of temporary boarding up until the glass is replaced.

The *Company* will also pay the *damage* to the front signboards.

The maximum amount the *Company* will pay under this extension in respect of any one *occurrence* is 10,000 or maximum HK\$20,000 any one period of insurance.

This extension shall not cover:

1. cracked or scratched glass.
2. loss or damage occurring during repairs, alterations, decorations or renovation work is carried out at the *premises*.

2. Seasonal Increase in Stock of Trade

The sum insured in respect of *stock in trade* under item 1.2 will automatically be increased by 20% during any part of the four months period from 1st November to 1st March within the period of insurance or for any other period to which the *Company* agree in writing.

3. Work of Art

The *Company* will pay up to the value of any painting or other work of art contained at the *premises* as declared to the *Company* and supported by sales receipt or valuation certificate issued by a competent assessor, following *damage* out of an event insured under Section I.

The maximum amount the *Company* will pay in any one period of insurance is HK\$5,000.

4. Computer System Records

The *Company* will pay the cost of restoring computer systems records following *damage* to existing records arising out of an event insured under Section I. Such restoration shall be limited to the value of the materials together with the cost of stationery, clerical labour and time cost by an outsourcing professional in reproducing such records.

The maximum amount the *Company* will pay in respect of any one period of insurance is HK\$5,000.

This extension does not cover the intrinsic value of any computer records.

5. Personal Effects

The *Company* will pay the *damage* to clothing or personal effects belonging to the Insured and its directors, partners or *employees* whilst at the *premises* arising out of an event insured under Section I.

The maximum amount the *Company* will pay in respect of any one *occurrence* is HK\$5,000.

This extension does not cover loss or damage to mobile phones, *money* or credit cards.

6. Fire Fighting Equipment

The *Company* will pay the cost of refilling fire extinguishers fluid and/or replacing sprinkler heads belonging to the Insured or for which the Insured is legally responsible following fire or explosion taking place at the *premises*.

The maximum amount the *Company* will pay in respect of any one *occurrence* is HK\$5,000.

7. Locks and Keys

The *Company* will pay the costs of replacing locks and keys to the *premises* or to any safes or strongrooms contained within the *premises* including *damage* to any doors, belonging to the Insured or which the Insured is legally responsible following *damage* caused by an event insured under Section I but excluding any costs recoverable from the landlord.

The maximum amount the *Company* will pay in respect of any one *occurrence* is HK\$5,000.

8. Frozen Food

The *Company* will pay for *damage* to frozen food contained in any *appliance* at the *premises* caused by a change in temperature resulting from mechanical or electrical breakdown of the *appliance* or accidental failure of the public electricity supply at the terminal points of the supply authorities' feeds to the *premises*.

The maximum amount the *Company* will pay in respect of any one *occurrence* is HK\$10,000.

This extension does not cover loss or *damage*:

1. caused by the willful negligence of the Insured or the Insured's *employee*.
2. caused by the failure of the public supply of electricity due to the deliberate act of the supply authority.
3. sustained within 48 hours of the accident.
4. arising from any *appliance* which is more than 10 years old.

9. Temporary Removal

The *Company* will indemnify the Insured for the *damage* to the *contents* (other than trade sample) whilst temporarily removed for cleaning, renovation, repair or similar purposes at any premises within *Hong Kong* and whilst in transit within *Hong Kong*.

The maximum amount the *Company* will pay in respect of any one *occurrence* is 10% of the sum insured of *contents* (item 1.1) or maximum HK\$50,000.

This extension does not cover:

1. any loss or damage caused by typhoon, windstorm, rain or flood whilst the *contents* are in the open area.
2. theft when the *contents* are left unattended during the transit.
3. *stock in trade*.

10. Removal of Debris

The *Company* will pay the costs and expenses in the removal of debris, dismantling, demolishing or shoring up or propping of *contents* and *stock in trade* following *damage* arising out of an event covered under Section I.

The maximum amount the *Company* will pay in respect of any one *occurrence* is 10% of the sum insured of the *contents* and *stock in trade* (items 1.1 & 1.2).

11. Professional Fees

The *Company* will pay the costs and expenses of architects' or surveyors' and consulting engineers' fees necessarily incurred in the reinstatement of the *contents* following *damage* arising out of an event insured under Section I but not for the preparation of any claim.

The maximum amount the *Company* will pay in respect of any one *occurrence* is 10% of the sum insured of *contents* (item 1.1).

Other Clauses to Section I

1. Automatic Reinstatement of Sum Insured

In consideration of the insured agreeing to pay an additional premium on the amount of any *damage* under this Section pro-rata from the date of the *damage* to the expiry of the period of insurance, the sum insured hereby shall not be reduced by the amount of such *damage*.

2. Time Adjustment Clause

In the *damage* to the property caused by typhoon, storm, tempest, flood, earthquake, the amount of the excess in respect of *damage* caused by these perils shall apply afresh and be deducted again in respect of *damage* occurring seventy two hours freedom from typhoon, storm, tempest, flood and earthquake.

3. Pair and Set Clause

In the event of *damage* to any article or articles forming part of a pair or set the *Company's* liability shall be limited to the value of such part which may be *damaged* without any reference to any special value which such article or articles may have as part of such pair or set nor shall it exceed the proportionate part of the insured value of such pair or set.

Section II – Additional Expenditure

In the event that the *business* of the Insured at the *premises* specified is interrupted as a result of *damage* to the *contents* which is indemnifiable under Section I, the *Company* will indemnify the Insured in respect of any extra and reasonable expenses incurred for the sole purpose of avoiding or diminishing any interruption of or interference with the *business* for a period of three months commencing on the date of such *damage*.

The maximum amount the *Company* will pay in any one period of insurance is HK\$500,000.

Professional Accountants' fees

The *Company* will also pay the professional accountants' fees for producing information required by the *Company* for the purpose of dealing with a claim under this section. The maximum amount the *Company* will pay for any one *occurrence* is HK\$20,000.

Section III – Loss of Money

The *Company* will indemnify the Insured against *damage to money* held in connection with the *business* within *Hong Kong* provided always that all *money* at the *premises* must be kept in a securely locked safe or strongroom or drawer and whenever the *premises* are unattended all keys to the safe or strongroom or drawer must be removed from the *premises*.

The maximum amount the *Company* will pay shall not exceed:

1. in respect of any one loss (except crossed cheques) at the *premises* is HK\$30,000.
2. in respect of any one loss inside locked drawers at the *premises* after office hours is HK\$5,000.
3. in respect of any one loss (except crossed cheque) during the course of transit within *Hong Kong* is HK\$30,000.
4. in respect of any one loss of crossed cheques is HK\$500,000.

Exclusions to Section III

The *Company* shall not be liable for:

1. any loss arising from dishonored cheques or the use of counterfeit money.
2. any loss arising from fraud, dishonesty, robbery or theft by any partner, director or *employee* of the Insured.
3. any shortage due to error or omission.
4. any loss from an unattended vehicle.
5. loss of *money* entrusted to any person other than the *employee* of the Insured.
6. loss from a safe or strongroom being opened by the use of any key or combination code unless this has been obtained by violence or threat of violence to any person which has been left at the *premises* containing the safe or strongroom whilst the *premises* are closed for *business*.

Extensions to Section III – Fidelity Guarantee

The *Company* will indemnify the Insured against any financial loss arising from any fraudulent or dishonest act of the Insured's *employees* covered by Section VI committed within *Hong Kong* during the period of insurance.

The maximum amount the *Company* will pay in respect of any one *occurrence* and in aggregate during the period of insurance is HK\$30,000.

Provisions of this extension:

1. such act must be discovered during the period of insurance or within 30 days after the expiration of this Policy, or within 30 days of the death, resignation, dismissal or expiration of any employment contract of the *employee* concerned, whichever occurs earlier.
2. any salary, commission, *money*, asset due to the concerned *employee* from the Insured shall be deducted from the amount claimed.
3. discovery of any fraudulent or dishonest act must be reported to the police within 24 hours of its discovery.
4. discovery of any fraudulent or dishonest act must be reported to the *Company* within 7 days of its discovery.

Section IV – Public Liability

The *Company* will indemnify the Insured against all sums which the Insured become legally liable to pay as compensation for an accident caused by the Insured or his *employees* causing *bodily injury* to third parties or *damage* to tangible property to third parties occurring within *Hong Kong* during the period of insurance in connection with the *business*.

The maximum amount the *Company* will pay under this section including extensions for any claim or claims arising from any one *occurrence* is HK\$10,000,000 including all costs and expenses agreed by the *Company* in writing.

Exclusions to Section IV

1. This section does not cover any liability arising directly or indirectly from:
 - a. *bodily Injury* to any *employee*, partner, director in the course of their employment of the Insured in connection with the *business*.
 - b. any duties or assignments away from the *premises* for installation, erection, demolition or other engineering works unless otherwise being extended under this Policy.
 - c. professional or other advice, examination, prescription or treatment given, administered or omitted.
 - d. any goods manufactured, constructed, erected, installed, repaired, serviced, treated, sold, supplied or distributed (including containers thereof) after it has ceased to be in the physical custody or under the legal control of the Insured.
 - e. any cost of replacing, reinstating, rectifying, recalling or guaranteeing the performance of any goods sold, supplied, repaired or serviced or any work done by the Insured.
 - f. property which is leased, rented, hired or lent to the Insured or under the care, custody or control of the Insured or any of its director, partner or *employee*.
 - g. fines, penalties, punitive or liquidated or exemplary damages.
 - h. any liability assumed under a contract of an agreement.
 - i. the ownership, possession or use by the Insured or on the Insured's behalf of any mechanically propelled vehicle or trailer attached thereto or of any craft designed to travel in on or through water, air or space.
 - j. the infringement of plans, copyright, patent, trademark or registered design or other intellectual property.
 - k. libel or slander.
 - l. Acquired Immune Deficiency Syndrome (AIDS) Contraceptives Diethylstilbestrol (DES) Swine Flu Vaccine Urea Formaldehyde
 - m. the transmission of any computer code, programme or other data and/or the unauthorised taking of or access to data.

2. Electromagnetic Fields (EMF) / Electromagnetic Interference (EMI)

The *Company* shall not be liable for claims in respect of any liability of whatsoever nature in connection with, directly or indirectly, caused by or contributed to by or arising from EMF or EMI.

3. Asbestos

The *Company* shall not be liable for claims in respect of any liability arising directly or indirectly out of or consequent upon or contributed to or by asbestos, asbestos products or asbestos contained in any products.

4. This section does not cover:
- the first HK\$1,000 or 10% of the adjusted loss whichever is the greater for each and every loss or damage to the third party property caused by water.
 - The first HK\$1,000 for each and every loss or damage to the third party property other than "a" above.

Extensions to Section IV

1. Tenants Liability

The *Company* will cover the Insured's legal liability as tenant for *damage* to the *premises* or to landlord's fixtures and fittings caused by an accident during the period of insurance in connection with the *business*.

The limit of liability for this extension shall not exceed HKD5,000,000 for all claims arising from any one *occurrence* including all costs and expenses agreed by the *Company* in writing.

2. Overseas Trips

The *Company* will indemnify the Insured against any compensation that the Insured is legally liable to pay for an accident causing *bodily injury* to third party or *damage* to property belonging to third parties occurring during occasional visits outside *Hong Kong* during the period of insurance by the Insured's partners, directors or non-manual *employees* in connection with the *business*, provided that such personnel are normally residing in *Hong Kong*.

The limit of liability for this extension shall not exceed HKD5,000,000 for all claims arising from any one *occurrence* including all costs and expenses agreed by the *Company* in writing.

3. Food and Drink

The *Company* will indemnify the Insured against any amounts which the Insured become legally liable to pay as compensation for *bodily injury* to third parties arising solely and independently from food or drink supplied free of charge by the Insured at the *premises* in connection with the *business*.

The limit of liability for this extension shall not exceed HKD5,000,000 for any one claim or claims arising out of one *occurrence* including all costs and expenses agreed by the *Company* in writing.

4. Cross Liability

It is hereby declared and agreed that the word "Insured" shall be considered as applying to each company comprising the Insured in the same manner as if a separate policy has been issued to each of them.

The *Company's* total liability in respect of all companies referred to in this section shall not exceed HK\$10,000,000 in the aggregate for each *occurrence* including all costs and expenses agreed by the *Company* in writing. The *Company* agree to waive all rights of subrogation against all or any of the companies comprising the Insured.

5. Indemnity to director, partner or employee

The *Company* will indemnify any of the Insured's director, partner or *employee* while acting on behalf of the Insured in the course of the employment in respect of liability for which the Insured would have been entitled to claim under this section if the claim had been made against the Insured, provided that all such persons will as though they were the Insured.

The limit of liability for this extension shall not exceed HKD5,000,000 for any one claim arising out of one *occurrence* including all costs and expenses agreed by the *Company* in writing.

Section V – Personal Accident

The *Company* will pay the sum or sums as set out the below Table of Benefits if the Insured's directors, partners or *employee* sustain *bodily injury* within 12 months of and as the result of fire, explosion, robbery, hold-up or other violent and criminal assault whilst at the *premises* in connection with the *business* during the period of insurance.

Table of Benefits

	Benefit	Sum Insured (any one accident)
1.	Death	HK\$50,000
2.	Total physical severance or total and permanent loss of use of one or more limb(s)	HK\$50,000

3.	Total loss of sight of one or both eyes	HK\$50,000
4.	Permanent Total Disability	HK\$50,000

Provided that:

- the *employee* does not exceed 65 years old at the time of the accident.
- The *Company* will not be liable for more than one benefit from 1 to 4 in the Table of Benefits for the same *occurrence* for the same person.

The maximum amount the *Company* will pay for any one *occurrence* is HK\$200,000.

Section VI – Employees' Compensation

If any *employee* shall sustain *bodily injury* by accident occurring or disease contracted during the period of insurance within *Hong Kong* arising out of and in the course of his employment by the Insured in connection with the *business*.

The *Company* will subject to Policy Limit of Indemnity and to the terms, exceptions and conditions contained in or endorsed on this Policy indemnify the Insured against his legal liability in respect of such *bodily injury* under the Employees' Compensation Ordinance and independently of the Ordinance to pay compensation and damages and claimant's costs and expenses and also indemnify the Insured against costs and expenses incurred by or on behalf of the Insured with the *Company's* written consent in connection therewith.

Provided that in the event of any change to the Employees' Compensation Ordinance during or subsequent to the period of insurance altering the legal liability of the Insured under the Ordinance the liability of the *Company* under this Policy shall be limited to such sums as the *Company* would have been liable to pay if the Ordinance had remained unaltered.

Avoidance of Certain Terms and Right of Recovery

If the *Company* are obliged by the Employees' Compensation Ordinance to pay an amount for which the *Company* would not otherwise be liable under this Policy the Insured shall forthwith repay such amount to the *Company*.

Insuring Premium

- Prior to the commencement of the period of insurance, the Insured shall supply the *Company* with a declaration estimating the *earnings* of the *employees* employed in the *business* during the period of insurance (which declaration is referred to herein as "the Estimated Earning Declaration") on the basis of which a deposit premium becomes payable to the *Company*.
- The Insured shall within thirty (30) days after the expiry of the period if insurance or upon cancellation of this Policy supply the *Company* with a completed Premium Adjustment and Declaration of Earnings Form stating the actual *earnings* of *employees* and provide the relevant supporting documents during the period of insurance (which declaration is referred to herein as "the Actual Earning Declaration"). If the actual *earnings* shall differ from the estimated *earnings* the difference in premium shall be met by a further proportionate adjustment premium to be paid to the *Company* or by a premium refund to the Insured as the case may be.
- It is hereby declared that the premium payable by the Insured in consideration of the indemnity provided under this Policy is the sum of the deposit premium and the adjustment premium calculated pursuant to paragraphs (a) and (b) hereof.
- The name, Hong Kong Identity Card number, class of employment and *earnings* of every *employee* of the Insured employed in the *business* from time to time during the period of insurance shall be properly recorded by the Insured and retained in a safe place so that a record exists of all persons who are *employees* of the Insured for the purpose of this Policy and the Insured shall at all reasonable times allow the *Company* to inspect and obtain copies of such records.
- If the Insured fails to cooperate with the *Company* in submitting the completed Premium Adjustment and Declaration of Earnings Form, without prejudice to any other rights of the *Company*, the *Company* shall retain the discretion not to renew this insurance upon expiry of this Policy.

Policy Limit of Indemnity

- In respect of any accident or disease giving rise to a claim or claims against the Insured for which indemnity is provided under this Policy, the *Company's* Indemnity to the Insured shall in the aggregate be limited to HK\$100,000,000 including all legal costs and expenses incurred by all parties involved irrespective of the number of

employees who may sustain *bodily injury* consequent on or attributable to the same *occurrence* of accident or disease.

- b. In relation to any liability of the Insured in respect of a disease contracted by an *employee* due to the nature of his employment with the Insured which nature of employment applies during that extends over more than one policy period of insurance:
- i. the aggregate of the *Company's* Indemnity to the Insured under all insurance policies shall not exceed the limit of indemnity of the insurance policy that was in force at the time the nature of the *employee's* employment to which such disease was due first affected the *employee*; and
 - ii. subject to the limitation of paragraph (b) (i) hereof, the *Company's* Indemnity to the Insured under this Policy shall be limited to such proportion of the Insured's liability in respect of such disease as that part of the *employee's* period of employment falling within the period of insurance of this Policy bears to the total period of his employment to the nature of which such disease was due.
- c. If the *occurrence* of any accident or disease results in indemnity hereunder to more than one Insured, the limitations of the *Company's* liability specified in paragraphs (a) and (b) hereof shall apply to the aggregate of indemnity to all Insureds.
- d. At any time after the *occurrence* of any accident or disease giving rise to a claim or claims against the Insured for which indemnity is provided under this Policy the *Company* may pay to the Insured the full amount of the *Company's* liability specified in paragraph (a) or (b) hereof (after the deduction of any sums already paid) or any lesser amount for which such claim or claims can be settled and shall relinquish the conduct of any defence settlement or proceedings relating to such claims and shall not thereafter be responsible for any compensation damages or costs in respect thereof or for any costs or expenses whatsoever incurred by the Insured after the *Company* shall have relinquished such conduct or for any loss damage or expenses caused to the Insured in consequence of any act or omission of the *Company* in connection therewith or of the *Company* relinquishing such conduct.
- e. If there should be any shortfall in the actual *earnings* declared in accordance with paragraph (b) of Insurance Premium of this Policy from the respective actual *earnings*, the extent of the *Company's* Indemnity shall be reduced proportionately by the extent of under-insurance; and the balance shall be borne by the Insured himself. If no declaration of the actual *earnings* by the Insured is received by the *Company* as prescribed, for the purpose of this clause the *earnings* estimated by the Insured as at the commencement of the period of insurance shall be used in lieu of the actual *earnings* that should have been declared to determine the extent of the under-insurance if any.

Terrorism Endorsement

Notwithstanding any provision to the contrary in this Policy or any endorsement thereto it is hereby agreed that in respect of any *bodily injury* by accident or disease ("the loss") directly or indirectly caused by, resulting from or in connection with any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act or terrorism regardless or any other cause or event contributing concurrently or in any other sequence to the loss:

- a. the Policy Limit of Indemnity shall be such amount which the *Company* actually receive from the Government of the *Hong Kong* Special Administrative Region of the People's Republic of China ("the Government") pursuant to an Agreement for Provision of Facility dated 20th November 2003 between the Government and the *Company* under which the Government agreed to make available to the *Company* and other direct insurance companies authorized to underwrite employee's compensation insurance business in *Hong Kong* a facility to enable them to meet claims under employees' compensation insurance policies in respect of death and injury arising out of an event of terrorism ("the Facility Agreement");
- b. the *Company* will only be required to make payment after it has received from the Government.
 - i. an approval letter confirming that the *Company* should settle the claim; and
 - ii. payment under the Facility Agreement; and
- c. for the avoidance of doubt, the *Company* shall have no obligation to make payment if for whatever reason it does not receive payment from the Government under the Facility Agreement, whether or not due to the Government's contention that the loss does not fall within the scope of the Facility Agreement or the *Company's* breach of the Facility Agreement or the Loss does fall within the Exceptions or any

other conditions leading to no payment for the Loss of the Facility Agreement, or the Facility Agreement ceases in the event that the remaining balance under the Facility is exhausted or the termination of the Facility Agreement by the Government.

For the purpose of the above an act of terrorism means the use of force or violence or other means or the threat thereof, of any person or persons, whether acting alone or on behalf of or in connection with any organization or government, for political, religious, or ideological purposes with an intention to influence any government and/or to put the public, or any section of the public, in fear.

If the *Company* allege that the Loss falls within the scope of this Endorsement, the burden of proving the contrary shall be upon the Insured.

In the event any part of this Endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Words and phrases in this Endorsement shall have the same meaning as in this Policy.

Exceptions to Section VI

The *Company* shall not be liable in respect of:

1. the Insured's liability to employees of contractors to the Insured.
2. the Insured's liability to any person who is not an *employee* of the Insured within the meaning of the Employees' Compensation Ordinance.
3. any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
4. any liability arising from Pneumoconiosis or Mesothelioma or Noise-Induced Deafness. "Pneumoconiosis" and "Mesothelioma" have the same meaning as assigned to those expressions in the Pneumoconiosis and Mesothelioma (Compensation) Ordinance (Chapter 360 of the Laws of *Hong Kong*). "Noise-Induced Deafness" has the same meaning as assigned to that expression in the Occupational Deafness (Compensation) Ordinance (Chapter 469 of the Laws of *Hong Kong*)
5. any late payment, surcharge, fines, penalties or punitive aggravated or exemplary damages for which the Insured may become liable under the Employees' Compensation Ordinance or independently of the Ordinance.
6. any liability resulting from existence, mining, handling, processing, manufacture, sale, distribution, storage or use of asbestos, asbestos products and/or products containing asbestos.
7. any injury by accident or disease where the *Company* has not been given sufficient notice of the institution of proceedings in a court or tribunal to enable the *Company* to be added as a party to the proceedings.

Extension to Section VI

The following extension(s) is only applicable if it is shown as being operative in the Schedule.

E.3 Worldwide Cover for Commercial Visits by Non-Manual Staff

It is hereby agreed that the cover by this section is expressly extended to apply in respect of any member of the executive, managerial or sales *employee* who is normally engaged in the immediate service of the Insured in *Hong Kong* sustains *bodily injury* arising out of and in the course of such service whilst working overseas and/or in China. Provided always that under this endorsement:

1. The cover hereunder shall not apply to manual working assignments abroad.
2. In the event of any injury by accident or disease sustained by any *employee* of the Insured in the course of employment whilst working outside *Hong Kong*, the *Company* shall indemnify the Insured as though such injury by accident or disease was sustained in *Hong Kong* Subject otherwise to the terms, exclusions, and conditions of this Policy.

E.4 - Worldwide Cover for Overseas Visits

In consideration of an additional premium being paid, it is hereby agreed that the cover by this section is expressly extended to apply in respect of any *employee* engaged in the immediate service of the Insured in *Hong Kong* and sustains *bodily injury* arising out of and in the course of such service whilst working overseas and/or China. In the event of any injury by an accident or a disease sustained by such *employee* in the course of the Insured's employment whilst working outside *Hong Kong*, the *Company*

shall indemnify the Insured as though such injury by accident or disease was sustained in *Hong Kong*.

Except to the extent that the provisions of this extension are hereby modified, the Policy terms, conditions and exclusions shall apply.

Section VII - Business Interruption

This Section VII is only applicable if it is shown being operative in the Schedule.

Loss of Income

If the *contents* and/or *stock in trade* contained at the *premises* are *damaged* by an event covered by Section I during the period of insurance, provided that payment shall have made or liability admitted thereunder, and if the *business* of the Insured is in consequence thereof interrupted or interfered, the *Company* will pay:

1. the shortfall between the *income* the Insured would have received during the *indemnity period* if there had been no *damage* and the *income* the Insured actually received during that period.
2. *business* expenses necessarily and reasonably incurred by the Insured for the sole purpose of minimizing such loss of *income*, provided that the incurred expenses are not more than the reduction in *income* which would otherwise have occurred.
3. professional accountants; charges reasonably incurred for producing details that the *Company* require for any claim under this section subject to the maximum amount of HK\$20,000 any one *occurrence*.

Exclusion to Section VII

This section does not cover losses due to damage not covered by Section I.

Provisions to Section VII

1. The maximum amount the *Company* will pay for any claim or claims under this section arising from any one *occurrence* is subject to the limit as shown in the Schedule.
2. The indemnity under this section is subject to the following condition of average:
If at the time of the *damage* the sum insured is less than the annual *income* earning by the *business*, the amount the *Company* to pay will be reduced in proportion to the amount of underinsurance.
3. The *Company* will not pay for any loss or damage under this section if such loss or damage is being claimed under Section II – Additional Expenditure.
4. In calculating the amount to be paid the *Company* will take into account:
 - a. any savings out of *business* expenses payable out of *income* which cease or are reduced as a result of the *damage*.
 - b. any *income* the Insured earns from conducting the *business* elsewhere.

General Exclusions (applicable to all sections)

- A. This Policy does not cover any loss, destruction, damage, liability, *bodily injury*, property damage, expenses or consequential loss directly or indirectly occasioned by or through or in consequence of:
 1. unauthorized structures and/or unauthorized building works at the *premises* and/or erecting, demolishing, repairing, installing and renovating unauthorized structures and/or building works at the *premises*. For the purpose of this exclusion the meaning of unauthorized structures and/or building works shall be construed in accordance with the Buildings Ordinance of the *Hong Kong*.
 2. war, invasion, act of foreign, enemy, hostilities or war like operations (whether war be declared or not) civil war, mutiny, riot, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.
 3. pressure waves caused by aircraft and other aerial devices traveling at sonic or supersonic speeds.
 4. ionizing, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 5. nuclear weapon material.
 6. radio-active, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof. For the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission.
 7. the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste material or other irritants contaminants or pollutants by the Insured.
 8. HIV-related illness including AIDS and/or any mutant derivatives

or variations thereof however caused or named.

B This Policy does not cover:

- a. any accident, loss, damage, destruction, consequential loss and/or expense whensoever occurring directly or indirectly proximately consequentially ancillary or remotely occasioned by contributed to by or traceable to or arising out of or in connection with any Computer System (as hereinafter defined) not Year 2000 compliant (as herein after defined), whether such Computer System belongs to the Insured or not.
- b. any cost or expense howsoever or whensoever incurred for the correction, conversion, renovation, rewriting or replacing of any Computer System, whether belonging to the Insured or not, so as to render such Computer System Year 2000 Compliant.
- c. any accident, loss, damage, destruction, consequential loss and/or expense whensoever occurring directly or indirectly, proximately, consequentially, ancillary or remotely occasioned by contributed to by or traceable to or arising out of or in connection with any correction, conversion, renovation, rewriting or replacement or any attempt thereof of any Computer System (as defined) whether belonging to the Insured or not, so as to render or attempt to render such Computer System Year 2000 Compliant (as hereinafter defined).

But this shall not exclude subsequent loss, damage and/or destruction of Property Insured which itself results from a Defined Peril (as hereinafter defined) otherwise covered by this Policy.

“Defined Peril” shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any road vehicle or animal.

For the purpose of this Exclusion, a “Computer System” means any equipment, installation, system device and/or medium and any peripheral devices, software, firmware, new releases, updates translations, compilations copies, partial copies and modifications attached thereto (including microchips, integrated circuits and other components and parts forming part thereof or forming part of such attached peripheral devices) for processing, manipulating, storing or retrieving data electronically and the expression “Computer System” also includes or refers to any hardware-and-software code, commands and instructions programmed into or encoded in any part of or used in connection with the Computer System.

A “Computer System” is deemed “not being Year Compliant” if for any reason whatsoever it fails to or is not capable of correctly recognizing any date as its true calendar date or capturing saving or retaining and/or correctly manipulating, interpreting or processing any data or information or command or instruction as a result of:

- i. treating any date otherwise than as its true calendar date; or
- ii. the operation of any command which has been programmed into any computer hardware or software, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data on or after any date; or
- iii. the inability to transfer from one calendar day to the next calendar day.

A Computer System is deemed “Year 2000 Compliant” for the purpose of paragraph (a) (b) and (c) of this Exclusion when it does not fall within the definition of “not being Year 2000 Compliant” set out above.

In any action suit or other proceedings where the *Company* alleges that by reason of paragraph (a) (b) or (c) of the Exclusion any accident, loss, damage, destruction, consequential loss and/or expense is not indemnifiable by this Policy, the burden of proving that such accident, loss, damage, destruction, consequential loss and/or expense is indemnifiable by this Policy shall be upon the Insured or any other person claiming to be indemnified.

Where this Exclusion is at variance with or inconsistent with any terms provision or conditions of the Policy, this Exclusion shall take precedence and shall prevail.

C. This Policy does not cover loss, destruction or damage or liability or expenses caused by or arising directly or indirectly from any Software Loss except:

- a. Software Loss resulting solely from direct physical loss of or direct physical damage to the equipment, hardware, media or device on which the programme, computer software or operating systems, programming instructions, or data are transported, processed or contained.
- b. Direct physical loss or direct physical damage to tangible property

by Fire or Explosion that results from a Software Loss. For the purposes of this exclusion, electronic data, programme(s), computer software or operating system(s), programming instruction(s) and data are not tangible property.

Software Loss means loss of or damage to any programme(s), computer software or operating system(s), programming instruction(s) or data arising out of resulting from any failure, malfunction, deficiency, deletion, fault, "Virus", deletion or corruption or any loss of use, reduction in functionality, cost, expenses, or liability therefrom.

Software Loss includes, but is not limited to, loss or damage resulting from any authorized or unauthorized access in, of or to any computer, communication system, file server, networking equipment, computer system, computer hardware, data processing equipment, computer memory, microchip, microprocessor (computer chip), integrated circuit or similar device in computer equipment, any program, computer software or operating systems, programming instructions or data.

"Virus" means software, data or code that affects the operation or functionality of any computer, communication system, file server, networking equipment, computer system, computer hardware, data processing equipment, computer memory, microchip, microprocessor (computer chip), integrated circuit or similar device in computer, equipment, program, computer software or operating systems, programming instructions or data including, but not limited to any destructive program, computer code, computer virus, worm, logic bomb, denial of service attack, smurf attack, vandalism, Trojan Horse or any other data introduced into any electronic system causing deletion, destruction, degradation, corruption, malfunction or compromise of or to data, software or electronic business systems.

- D. This Policy does not cover any loss destruction or damage or Damage occasioned by or through or in consequence of, directly or indirectly by
- any act of terrorism regardless of any other cause of event contributing concurrently or in any other sequence to the loss.
 - any action in controlling, preventing, suppressing, retaliating against or responding to any such act of terrorism.

It is also agreed that, this Policy does not cover any loss, damage, liability, cost or expense directly or indirectly arising out of

- biological or chemical contamination; and/or
- missiles, bombs, grenades, explosives; due to any 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 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 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 section of the public; or
- is designed to interfere with or disrupt an electronic system.

Contamination means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

In any action, suit or other proceedings where the *Company* alleges that by reason of the provisions of this exclusion any loss or damage is not covered the burden of proving that such loss or damage is covered shall be upon the Insured.

General Conditions (Applicable to all sections)

1. Observance of conditions

The *Company* will be conditional on the observance by the Insured of the terms, provisions, conditions and endorsements of this Policy and the truth of the information supplied by the Insured in connection with the risk.

2. Precautions

The Insured shall take all reasonable steps to:

- protect the property and prevent accidents, *bodily injury* or *damage*.
- comply with all statutory, obligations, by-laws or regulations imposed by any Public Authority.

3. Change of risk

It is warranted that no industrial manufacturing is carried out at the *premises*.

The Insured must advise the *Company* in writing in respect of any change of circumstances after the commencement of the insurance which will increase the risk of *bodily injury* and *damage* to property.

4. Misrepresentation

If the Insured or anyone acting on the Insured's behalf makes a claim under this Policy knowing the claim to be false, the *Company* will not pay the claim and all cover under the Policy shall be forfeited.

5. Claims

- Upon learning of an circumstances likely to give rise to a claim the Insured must:
 - advise the *Company* in writing as soon as reasonably possible and provide the *Company* with all the assistance the *Company* may reasonably require.
 - report to the police immediately if the loss or *damage* is caused by theft or attempted theft or riot, civil, labour or political disturbances or by vandals or malicious people.
 - immediately forward to the *Company* any writ or summons upon receipt.
 - at the Insured's expenses supply the *Company* full details of the claim in writing including any supporting evidence and information that the *Company* require within 30 days of the *occurrence*.
 - take action to minimize the loss or *damage* and to avoid interruption or interference of the *business* and to prevent further accidents.
- The *Company* shall have the right to enter the *premises* where the loss or *damage* has occurred and to take and keep possession of any of the property insured.
- The *Company* shall have right to the salvage of any insured property.
- the Insured shall not admit liability for or negotiate the settlement of any claim without the written consent of the *Company*.

6. Policy Cancellation

The *Company* may cancel this Policy by sending thirty days' notice by registered letter to the Insured's last known address and shall return to the Insured the Premium less the pro-rata proportion thereof for the period the Policy has been in force.

The Insured may cancel this Policy by sending written notice to the *Company*. The *Company* will retain the customary short period premium for the time this Policy has been in force subject to the minimum premium set 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

7. Subrogation

The *Company* are entitled to:

- take the benefit of the Insured's rights against others before or after the *Company* have paid a claim and may bring action in the Insured's name to enforce such rights.
- take over the defence or settlement of a claim against the Insured by others.

8. Arbitration

All differences arising out of this Policy shall be determined by arbitration in accordance with the Arbitration Ordinance (Chapter 341 of Laws of *Hong Kong*) as amended from time to time. If the parties fail to agree upon the choice of the arbitrator, 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 the *Company* shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the

provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

9. Other Insurance

If at the time of any claim there is any other policy covering the same property or occurrences insured by this Policy, the *Company* shall be liable for a ratable proportionate share.

If any other such policy has a provision preventing it from contributing in like manner then the *Company's* share of the claim shall be limited to the proportion that the sum insured bears to the value of the property insured.

10. Jurisdiction and Governing Law

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

SFP12/2019 (P)

Paofong Insurance Company (Hong Kong) Limited
A subsidiary of Shanghai Commercial Bank Limited

寶豐保險(香港)有限公司
上海商業銀行附屬公司



Paofong Insurance

寶豐保險

寶豐保險 (香港) 有限公司

個人資料 (私隱) 條例 - 收集個人資料聲明 (「本聲明」)

寶豐保險 (香港) 有限公司 (「本公司」) 乃上海商業銀行有限公司的附屬公司。在本聲明內, 上海商業銀行有限公司連同任何其附屬公司、任何其直接或間接控股公司、或任何上述控股公司的任何附屬公司、聯屬公司或聯繫實體, 將統稱為「上海商業銀行集團」。

為依從個人資料 (私隱) 條例 (「條例」), 本公司特此通知閣下以下事項:

- (A) 在申請及接受保險產品及服務時, 及當本公司提供與保險產品及服務相關之其他服務時, 閣下有需要不時向本公司提供個人資料 (包括但不限於通過人工智能驅動的介面所提供的資料)。
- (B) 如閣下未能提供有關資料, 可導致本公司無法處理閣下的保險申請或向閣下提供或繼續提供保險產品及服務及/或其他相關服務。
- (C) 本公司亦可能會在日常業務運作的過程中向閣下收集資料, 例如當閣下向本公司提出保險索償、當在一般情況下以口頭或書面形式與本公司溝通, 或以其他方式進行作為本公司所提供服務一部分的交易時。收集的資料類型包括但不限於閣下的識別資料、通訊資料、財務資料、行為資料、生物識別資料、地理位置資料和從公眾渠道獲得的資料。本公司亦會向第三方 (包括閣下因本公司產品及服務的推廣及/或因申請本公司產品及服務而接觸的第三方服務供應商) 收集與閣下有關係的資料。
- (D) 本公司可視乎情況不時將閣下之資料使用、處理、儲存 (不論是否透過雲端)、轉移、披露及/或交換 (不論在香港特別行政區或其他地方), 以作下述用途: -
- (i) 處理及評估保險產品及服務的申請;
 - (ii) 為閣下提供保險產品及服務及處理閣下就本公司的保險產品及服務提出的要求, 包括但不限於要求增加、更改、刪除、維持或管理保障項目或受保人, 訂立直接付款安排及保單取消、更新或復效申請;
 - (iii) 處理、判定保險索償及就索償抗辯、進行任何附帶調查及行使代位權;
 - (iv) 執行與所提供的保險產品及服務相關的功能及活動, 如核實身份、資料核對及再保險之安排;
 - (v) 製作數據及進行研究, 設計保險產品及服務以提升本公司的服務質素;
 - (vi) 推廣服務、產品及其他標的 (本公司或會因而獲得酬勞) (詳情請參閱下述第(I)段);
 - (vii) 行使本公司向閣下提供保險和服務時有關的權利, 例如釐定閣下拖欠的任何款項的金額, 及向閣下或其他為閣下的債務提供任何擔保或承諾之人士, 追收和收回拖欠的任何款項;
 - (viii) 履行根據下列適用於本公司及/或上海商業銀行集團具有約束力或適用或期望其遵守的就披露及使用資料的義務、規定或安排:
 - (1) 不論於香港特別行政區境內或境外及不論目前或將來存在的對其具法律約束力或適用的任何法律;
 - (2) 不論於香港特別行政區境內或境外及不論目前或將來存在的任何法律、監管、政府、稅務、執法或其他機關, 或保險或金融服務供應商的自律監管或行業組織或協會作出或發出的任何指引或指導;
 - (3) 本公司或上海商業銀行集團因其位於或跟相關本地或外地的法律、監管、政府、稅務、執法或其他機關, 或保險或金融服務供應商的自律監管或行業組織或協會的司法管轄區有關的金融、商業、業務或其他利益或活動, 而向該等本地或外地的法律、監管、政府、稅務、執法或其他機關, 或有關的自律監管或行業組織或協會承擔或被彼等施加的任何目前或將來的合約或其他承諾;
 - (ix) 遵守上海商業銀行集團為符合制裁或預防或偵測清洗黑錢、恐怖分子融資活動、欺詐及/或其他非法活動的任何方案就於上海商業銀行集團內共用資料及資訊及/或資料及資訊的任何其他使用而指定的任何義務、要求、政策、程序、措施或安排;
 - (x) 允許本公司的權益或業務的實際或建議承讓人、受讓人、參與人或附屬參與人, 就擬涉及的轉讓、出讓、參與或附屬參與的交易進行評估; 及
 - (xi) 一切與上述有聯繫、有附帶性及有關之用途。
- (E) 本公司會對持有之資料保密, (但若《中華人民共和國個人信息保護法》(「個人信息保護法」) 適用於本公司處理及/或使用閣下資料, 僅在獲得閣下的單獨同意的情况下) 惟可能會視乎情況將有關資料提供給下述各方作第(D)段列出的用途: -
- (i) 任何代理人、承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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 Effective Date: 1 Feb, 2026

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