



# GROUP PERSONAL ACCIDENT INSURANCE POLICY

*Please read this Policy carefully and ensure that it meets your requirements*

**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 **CMB WING LUNG INSURANCE COMPANY LIMITED** (hereinafter called "the Company") for the insurance hereinafter contained.

**NOW THIS POLICY WITNESSETH** that in consideration of the payment of Premium, and subject to all the exclusions, conditions and other terms of this Policy, the Company hereby insures the person named in the Schedule against loss resulting directly and independently of any other cause from bodily injuries (hereinafter called "Such Injuries") caused by violent, accidental, external and visible means occurring during the term of this Policy.

## COVERAGE

### A – ACCIDENTAL DEATH

If within one year from the date of accident Such Injuries shall result in death of the Insured Person, the Company will pay the Principal Sum stated in the Schedule.

### B – PERMANENT DISABLEMENT

If within one year from the date of accident Such Injuries shall result in permanent disablement but not in death of the Insured Person, the Company will pay for

#### Percentage of the Principal Sum stated in the Schedule

1	Permanent and incurable paralysis of all Limbs	100%
2	Loss of both hands, or of all fingers and both thumbs	
3	Permanent total Loss of Sight of both eyes	
4	Permanent total Loss of Sight of one eye	
5	Loss of or the permanent total Loss of use of two Limbs	
6	Loss of or the permanent total Loss of use of one Limb	
7	Loss of Speech and Hearing (both ears)	
8	Permanent and incurable insanity	75% 15%
9	Permanent total Loss of Hearing in a) both ears b) one ear	

"Loss of Limb" means loss by physical severance at or above the ankle or wrist or permanent total loss of use of an entire foot or hand.

"Loss of Sight" means complete, permanent and irrecoverable loss of sight.

"Loss of Speech" means the disability in articulating any three of the four sounds which contribute to the speech such as the labial sounds, the alveololabial sounds, the palatal sounds and the velar sounds or total loss of vocal cord or damage of speech center in the brain resulting in aphasia.

"Loss of Hearing" means the total and irrecoverable loss of hearing for all sounds of both ears where,

if a dB – hearing loss at 500 Hertz

if b dB – hearing loss at 1,000 Hertz

if c dB – hearing loss at 2,000 Hertz; and

if d dB – hearing loss at 4,000 Hertz; then  $\frac{1}{6}$  of (a+b+c+d) is above 80dB.

Permanent total loss of use of member shall be treated as loss of member.

The aggregate of all percentages payable in respect of any one accident shall not exceed 100%.

### C – ACCIDENTAL MEDICAL EXPENSES

The Company will pay the expenses incurred by or on behalf of the Insured Person for actual medical or surgical treatment, hospital services required and prescribed by legally qualified physician or surgeon as a result of Such Injuries if such treatment or services commences within 52

weeks of the date of accident, but not including any excess or deductible and not exceeding the Maximum Amount specified in the Schedule during the term of this Policy.

## AGGREGATE LIMIT

The Company's liability to the Insured under this Policy and for any other policy issued to any subsidiary of the Insured, in respect of one claim or a series of claims resulting from or arising out of one event and irrespective of the number of Insured Persons claiming to be indemnified under this Policy, shall not in the aggregate exceed the amount specified in the Schedule.

If the Aggregate Limit specified in the Schedule is insufficient to pay the full amount of indemnity for each Insured Person, then the amount payable for each Insured Person shall be in the proportion that the Aggregate Limit bears to the total amount of all such indemnities.

## EXCLUSIONS

(1) This Policy does not cover loss, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any one or more of the following:

- (a) Intentionally self-inflicted injuries; suicide (whether felonious or not) or any attempt thereat, while sane or insane;
- (b) Any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound; venereal disease, or any disease; hernia however caused;
- (c) Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations thereof however caused;
- (d) Pregnancy, childbirth, miscarriage notwithstanding that such loss may have been accelerated or induced by accident;
- (e) Pre-existing physical or mental defect or infirmity;
- (f) Accident occurring while the Insured Person is engaging in navy, military or airforce training or in the service or duty with the police or the armed forces of any country;
- (g) Motorcycling, racing of any kind other than on foot, trial of speed or reliability, polo, hunting, snow or water skiing, underwater activities necessitating the use of underwater breathing apparatus, ski jumping, ice hockey, winter sports (other than ice skating), parachuting, hang gliding, mountaineering, bungee jumping, aerial work or aerial activities;
- (h) Murder, assault, or the Insured Person's participation in any brawl;
- (i) Accident occurring while the Insured Person is engaging in any sport in a professional capacity or where the Insured Person would or could earn income or remuneration from engaging in such sport;
- (j) Intoxication by alcohol, narcotics or drugs not prescribed by legally qualified physician, and treatment in connection with addiction to drugs or alcohol;
- (k) Travel of flight in any vehicle or device for aerial navigation other than solely as a passenger, not an operator or crew member, in boarding or alighting from a certified passenger aircraft operated by a regularly established airline or any regularly scheduled, non-scheduled; special or chartered flight;
- (l) Declared or undeclared war or any act thereof, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, strike, riot, civil commotion;
- (m) Ionizing radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel;
- (n) Radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (o) Asbestos in whatever form or quantity.
- (p) Any chemical or biological contamination;
- (q) Any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

### (2) Terrorism Exclusion Endorsement

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, 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), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

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

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

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

### **(3) Terrorism Exclusion for Contamination and Explosives Endorsement**

It is agreed that regardless of any contributory causes, this insurance does not cover any loss, damage, cost or expense directly or indirectly arising out of

- (a) biological or chemical contamination; or
- (b) missiles, bombs, grenades, explosives

due to any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, 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), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

For the purpose of (a) "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.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

### **(4) Cyber Loss Absolute Exclusion**

- (a) Notwithstanding any provision to the contrary within this Policy, this Policy excludes any Cyber Loss.

- (b) Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:

- (i) the use or operation of any Computer System or Computer Network;
- (ii) the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
- (iii) access to, processing, transmission, storage or use of any Data;
- (iv) inability to access, process, transmit, store or use any Data;
- (v) any threat of or any hoax relating to (i) to (iv) above;
- (vi) any error or omission or accident in respect of any Computer System, Computer Network or Data.

- (c) Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.

- (d) Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.

- (e) Data means information used, accessed, processed, transmitted or stored by a Computer System.

- (f) When this clause forms part of a reinsurance contract, Insured shall be amended to read as Original Insured.

### **(5) Sanction Limitation and Exclusion**

The Company shall not provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America

### **(6) Covid-19 or Pandemics Exclusion**

Notwithstanding any provision to the contrary, this insurance excludes any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following – including any fear or threat thereof, whether actual or perceived : -

- (a) Coronavirus (COVID-19) including any mutation or variation thereof; or
- (b) Pandemic or epidemic, as declared as such by the World Health Organization or any governmental authority.

## **CONDITIONS**

### **(1) Proposal and Declaration**

This Policy consists of the proposal and/or declaration signed by the Insured together with any information supplied by the Insured or on his behalf, the Schedule and any endorsements subsequently issued shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they shall appear.

### **(2) Claims Settlement Conditions**

- (a) Written notice of injury on which claim may be based must be given to the Company within thirty (30) days after the date of the accident causing Such Injuries. In the event of accidental death, immediate notice thereof must be given to the Company.

- (b) Such notice by or on behalf of the Insured Person or beneficiary as the case may be, given to the Company or to any authorized representative of the Company with the information sufficient to identify the Insured Person, shall be deemed notice to the Company.

- (c) The Company upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within fifteen (15) days after giving of such notice, the claimant shall be deemed to have complied with the requirements of this Policy as to proof of loss upon submitting, within the time fixed in the Policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.
  - (d) Written proof of loss must be furnished to the Company at its said office in case of claim for loss for which the Policy provides any periodic payment contingent upon continuing loss within ninety (90) days after the termination of the period for which the Company is liable and in case of claim for any other loss within one hundred and eighty (180) days after the date of such loss.
  - (e) Periodic payment will be made of all indemnities payable under this Policy which accrue during a period of more than four (4) weeks. Indemnities payable under this Policy for any loss other than loss for which this Policy provides any periodic payment will be paid within thirty (30) days after receipt of due written proof of such loss. Subject to due written proof of loss, all accrued indemnities for loss for which this Policy provides periodic payment will be paid at the expiration of each four-week during the continuance of the period for which the Company is liable, and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.
  - (f) Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the Insured Person. Any other accrued indemnities unpaid at the Insured's death may, at the option of the Company, be paid either to such beneficiary or to such estate. All other indemnities will be payable to the Insured Person.
  - (g) The Company at its own expense shall have the right and opportunity to examine the Insured Person when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.
  - (h) No action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of three (3) years after the time written proof of loss is required to be furnished.
- (3) Change beneficiary**  
The right to change beneficiary is reserved to the Insured Person and the consent of the beneficiary shall not be requisite to surrender or assignment of this Policy or to any change of beneficiary or to any other changes in this Policy. No change of beneficiary or assignment of interest under this Policy shall be binding upon the Company unless the original or a duplicate thereof is received by the Company, which does not assume any responsibility for the validity thereof.
- (4) Change in Risk**  
(a) The Insured must immediately notify the Company of any change on the Insured Person's employment, occupation, duties or other pursuits which may result in and increased likelihood of being involved in an accident.  
(b) This Policy shall cease to be in force if there be any alteration in the occupation, business of the Insured Person or any change in risk nature of any insured event or activities unless specified otherwise in the Schedule.
- (5) Cancellation**  
This Policy may be terminated :  
(a) at any time by the Insured on notice to that effect being given in writing to the Company, and provided no claim has arisen during the Period of Insurance, in which case the Insured shall be entitled to a return of premium less the premium calculated at the Company's customary short period rate for the time the Policy has been in force or the customary minimum and non-refundable premium whichever is the greater amount.  
(b) by the Company on seven days' advance notice to that effect being given in writing to the Insured's last known address, in which case the Company shall be liable to repay a ratable proportion of the premium for the unexpired term from the date of the cancellation.
- (6) Premium Adjustment**  
If the Premium for this Policy or any part thereof shall have been calculated on estimates furnished by the Insured, then the Insured shall keep an accurate record containing all particulars relative thereto and shall at all times allow the Company to inspect such record. The Insured shall before the inception of insurance cover for any insured activity furnish to the Company such particulars and information as the Company may require. The Premium for such activity shall thereupon be adjusted and any difference paid by or allowed to the Insured as the case may be, subject to receipt and retention of the customary minimum premium charged by the Company.
- (7) Arbitration**  
All differences arising out of the 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 the 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. The making of an Award shall subject to any relevant Statutory provisions to the contrary, be a condition precedent to any right of action against the Company; but if such action be not commenced within one year of making of an Award, the right of action shall be deemed to be abandoned and released. After the expiration of one year after the accrual of the cause of action the Company shall not be liable in respect of any claim therefore unless such claim shall in the meantime have been referred to arbitration.
- (8) Rights of Contract Third Parties**  
Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Right of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms of this Policy.
- (9) 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.

SPECIMEN

網上索償/eClaim



招商永隆保險有限公司

CMB Wing Lung Insurance Company Limited

招商局集團成員公司

A Member Company of China Merchants Group

電話 Tel: (852) 3508 1040

傳真 Fax: (852) 2526 7045

電郵 Email: [enquiry@cmbwinglunginsurance.com](mailto:enquiry@cmbwinglunginsurance.com)

[www.cmbwinglunginsurance.com](http://www.cmbwinglunginsurance.com)

## Notice to Customers relating to the Personal Data (Privacy) Ordinance (the "Ordinance")

In compliance with the Personal Data (Privacy) Ordinance, CMB Wing Lung Insurance Company Limited ("the Company") would wish to inform you of the following:

1. From time to time, it is necessary for customers, potential customers and various other individuals (including without limitation applicants for insurance products and services, insured, claimant, sureties, guarantors, shareholders, directors, officers and managers of corporate customers or applicants, and sole proprietors or partners of applicants and other contractual counterparties) (collectively, "data subjects") to supply the Company with data in connection with various matters including without limitation the application for and provision of insurance or financial products or services, administration of policies and other insurance and financial services.
2. Failure to supply such data may result in the Company being unable to process the insurance applications or continue to provide the insurance products or services and/or the related services for its customers.
3. The purposes for which data relating to a data subject may be used will vary depending on the nature of the data subject's relationship with the Company, which may comprise all or any one or more of the following purposes:
  - (i) processing and evaluating applications for insurance products and services, arranging a contract of insurance and managing the account of data subject;
  - (ii) providing insurance products and services to data subject and processing request made by data subject in relation to the insurance products and services offered by the Company, including but not limited to alteration, variation, cancellation or renewal of any insurance related products or services;
  - (iii) processing, adjudicating and defending insurance claims as well as conducting any incidental investigation;
  - (iv) exercising any right of subrogation;
  - (v) performing functions and activities incidental to the provision of insurance products and services such as identity verification, data matching and reinsurance arrangements;
  - (vi) exercising the Company's rights in connection with the provision of insurance products and services to data subject from time to time;
  - (vii) conducting market, service or product analysis or researching; designing, developing or improving insurance products and services of the Company for data subjects' use;
  - (viii) marketing services, products and other subjects (in respect of which the Company may or may not be remunerated) (please see further details in paragraph 5 below);
  - (ix) verifying data subjects' identities with the bank of any merchant in connection with any credit card payment or transaction;
  - (x) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Company or Affiliated Companies (defined in paragraph 10) 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 Affiliated Companies 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 of insurance or financial services providers;
  - (xi) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within Affiliated Companies and/or any other use of data and information in accordance with any programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
  - (xii) enabling an actual or proposed assignee of the Company (including their legal, accounting and/or commercial advisers), or participant or sub-participant of the Company's rights in respect of the data subjects (including legal, accounting and/or commercial advisers to such participant or sub-participant) to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
  - (xiii) for reasonable internal management purposes (including without limitations, the defence of claims and the monitoring of the quality and efficiency of services offered or provided by the Company and Affiliated Companies; and
  - (xiv) purposes relating thereto.
4. The data of a data subject may be processed, kept and transferred or disclosed in and to any country (in or outside Hong Kong) as the Company, or Affiliated Companies or any of the transferees contemplated in paragraph 3 may consider appropriate for the purposes set out under paragraph 3. Such data may also be released or disclosed in accordance with the local practices and laws, rules and regulations (including any governmental acts and orders) to which the Company Affiliated Companies and/or such contemplated transferees are subject to the applicable jurisdiction (inside or outside Hong Kong). Data held by the Company relating to data subjects will be kept confidential but the Company is authorized to provide the data of a data subject to the following parties whether inside or outside Hong Kong for the purposes set out in paragraph 3:
  - (i) any agent, contractor or third party service provider who provides administrative, management, telecommunications, computer, payment, security, custodian, investigation, debt collection, customer due diligence, anti-money laundering screening or other services to the Company in connection with the operation of its business as well as other services related to the provision of insurance products and services such as medical service providers, emergency assistance service providers, mailing houses, IT service provider, loss adjusters, claim investigators, debt collection agencies and professional advisers;
  - (ii) insurance intermediaries of the data subject;
  - (iii) insurance reference bureaus or credit reference agencies;
  - (iv) reinsurers or reinsurance companies with whom the Company has or proposes to have dealings;
  - (v) any other person under a duty of confidentiality to the Company or Affiliated Companies which has undertaken to keep such information confidential;
  - (vi) any person to whom the Company or Affiliated Companies is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to the Company or Affiliated Companies, or any disclosure under and for the purposes of 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 with which the Company or Affiliated Companies is expected to comply, or any disclosure pursuant to any contractual or other commitment of the Company or Affiliated Companies 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 of the Company (including their legal, accounting and/or commercial advisers) or participant or sub-participant or transferee of the Company's rights (including their legal, accounting and/or commercial advisers) in respect of the data subject;
- (viii) any party giving or proposing to give a guarantee or third party security to guarantee or secure the data subjects' obligations;
- (ix) the bank of any merchant in connection with any credit card payment or transactions for the purpose of verifying the identity of the cardholder;
- (x) any Affiliated Companies in Hong Kong or other jurisdiction(s);
- (xi)
  - (1) third party financial institutions, insurers, credit card companies, securities and investment services providers;
  - (2) third party reward, loyalty, co-branding and privileges programmes providers;
  - (3) co-branding partners of the Company and Affiliated Companies (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);
  - (4) charitable or non-profit making organizations; and
  - (5) 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 3(viii); and
- (xii) any other person
  - (1) where public interest requires; or
  - (2) with the express or implied consent of the data subject.

## 5. USE OF DATA IN DIRECT MARKETING

The Company intends to use the data subject's data in direct marketing and the Company requires the data subject's 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 a data subject 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) financial, insurance, 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 Company's co-branding partners (the names of such co-branding partners can be found in the application form(s) 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) Affiliated Companies;
  - (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
  - (3) third party reward, loyalty, co-branding or privileges programme providers;
  - (4) co-branding partners of the Company and Affiliated Companies (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
  - (5) charitable or non-profit making organisations;
- (iv) in addition to marketing the above services, products and subjects itself, the Company also provides and/or intends to provide the data described in paragraph 5(i) above to all or any of the persons described in paragraph 5(iii) above for use by them in marketing those services, products and subjects, and the Company requires the data subject's 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 5(iv) above and, when requesting the consent of the data subject or no objection as described in paragraph 5(iv) above, the Company will inform the data subject if it will receive any money or other property in return for providing the data to the other persons.

If a data subject does not wish the Company to use or provide to other persons his/her data for use in direct marketing as described above, the data subject may exercise his/her opt-out right by notifying the Company.

- 6. Under and in accordance with the terms of the Ordinance, any data subject has the right:
  - (i) to check whether the Company holds data about him and access to such data;
  - (ii) to require the Company to correct any data relating to him which is inaccurate; and
  - (iii) to ascertain the Company's policies and practices in relation to data and to be informed of the kind of personal data held by the Company.
- 7. In accordance with the terms of the Ordinance, the Company has the right to charge a reasonable fee for the processing of any data access request.
- 8. The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed is:  
The Data Protection Officer  
CMB Wing Lung Insurance Company Limited  
33/F, Infinitus Plaza, 199 Des Voeux Road Central Hong Kong  
Fax: 2526 7045
- 9. Nothing in this Notice shall limit the rights of data subjects under the Ordinance.
- 10. In this Notice, Affiliated Companies include
  - (a) the Company's successor;
  - (b) any subsidiary undertaking, related company, associated company, direct and/or indirect parent undertaking of the Company;
  - (c) any subsidiary undertaking of any such parent undertaking;
  - (d) any related company of (a), (b) and (c) above; and
  - (e) any associated company of (a), (b) and (c) above;
 The expressions "subsidiary undertaking", "parent undertaking" and "undertaking" bear the meanings under the Companies Ordinance (Cap.622)

- 11. In case of any discrepancy between the English and Chinese versions, the English version prevails.

## 關於個人資料（私隱）條例（「該條例」）致客戶的通知

遵照個人資料（私隱）條例的規定，招商永隆保險有限公司（「本公司」）現通知閣下以下事項：

1. 客戶、潛在客戶及其他個人（包括但不限於保險產品及服務的申請人、受保人、索償人、擔保人、保證人、公司客戶或申請人的股東、董事、高級職員及管理人員、申請人的獨資經營者或合夥人以及其他合約對手方）（統稱「資料當事人」）須不時就各種事項向本公司提供有關的資料包括但不限於申請及提供保險或金融產品或服務、管理保單及其他保險及金融服務。
2. 若未能向本公司提供該等資料，可能導致本公司無法為客戶處理保險申請或繼續提供保險產品或服務及/或其他相關服務。
3. 視乎資料當事人與本公司的關係的性質，資料當事人的資料可被用作包含下列全部或其中任何一項或多項的用途：
  - (i) 處理及評估保險產品及服務的申請、安排保險合約及管理資料當事人的賬戶；
  - (ii) 向資料當事人提供保險產品及服務及處理資料當事人對本公司提供的保險產品及服務提出的要求，包括但不限於任何相關保險產品或服務的更改、變更、取消或續期；
  - (iii) 處理、判定保險索償及就保險索償抗辯，包括進行任何附帶調查；
  - (iv) 行使任何代位權；
  - (v) 執行與所提供的保險產品及服務附帶的功能及活動，如核實身份，核對資料及再保險安排；
  - (vi) 行使本公司因不時向資料當事人提供的保險產品及服務而享有的權利；
  - (vii) 進行市場、服務或產品的分析或研究、設計、發展或改善本公司供資料當事人使用的保險產品及服務；
  - (viii) 推廣服務、產品或其他標的（本公司可能會或不會就此獲得報酬）（詳情請參閱以下第 5 段）
  - (ix) 為就信用卡繳款事宜或信用卡交易而核實持卡人的身份的任何商號的銀行；
  - (x) 履行根據下列適用於本公司或關聯公司（定義見下文第 10 段）期望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) 本公司或關聯公司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承擔或被彼等施加的任何目前或將來的合約或其他承諾；
  - (xi) 遵守本公司為符合制裁或預防或偵測清洗黑錢、恐怖分子融資活動或其他非法活動的任何方案就關聯公司共用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；
  - (xii) 使本公司的實際或建議承讓人（包括其法律、會計顧問及/或商業顧問）或就本公司對資料當事人享有的權利的參與人或附屬參與人（包括該等參與人或附屬參與人的法律、會計顧問及/或商業顧問）評核其擬承讓、參與或附屬參與的交易；
  - (xiii) 合理的內部管理用途（包括但不限於為申索抗辯及監察本公司或關聯公司所給予或提供的服務質素及效率）；及
  - (xiv) 與上述有關的用途。
4. 如本公司、關聯公司或第 3 段所指的任何受讓人認為合適，資料當事人的資料可於任何國家（香港境內或境外）處理、保存及傳達或披露，以作第 3 段所載用途。有關資料可在本公司、關聯公司及/或有關所指受讓人符合適用司法管轄區（香港境內或境外）的當地慣例、法律和規則（包括任何政府行政措施和政令）的情況下發放或披露。本公司持有資料當事人的資料將予以保密，但本公司獲授權可就第 3 段列明的用途把資料當事人的資料提供予下列各方（不論在香港境內或境外）：
  - (i) 就本公司業務運作向本公司提供行政、管理、電訊、電腦、付款、保安、託管、調查、追討欠款、客戶盡職審查、反清洗黑錢審查或其他服務及就本公司所提供之保險產品及服務相關其他服務的代理人、承辦商或第三方服務供應商，如醫療服務供應商、緊急救援服務供應商、郵寄服務商、資訊科技服務供應商、公證行、理賠調查員、追討欠款公司及專業顧問；
  - (ii) 資料當事人的保險中介人；
  - (iii) 保險資料服務公司或信貸資料服務公司；
  - (iv) 與本公司有或將有商業往來的再保險人或再保險公司；
  - (v) 任何對本公司或關聯公司負有保密責任的其他人士，包括承諾保密該等資料的關聯公司；
  - (vi) 本公司或關聯公司根據對本公司或關聯公司具法律約束力或適用的任何法律規定，或根據及為符合任何法律、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並期望本公司或關聯公司遵守的任何指引或指導，或根據本公司或關聯公司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存在或將來存在的），而有義務或以其他方式被要求向其披露該等資料的任何人士；
  - (vii) 本公司的任何實際或建議承讓人（包括其法律、會計顧問及/或商業顧問）或就本公司對資料當事人享有的權利的參與人或附屬參與人或受讓人（包括其法律、會計顧問及/或商業顧問）；
  - (viii) 對資料當事人的義務提供或計劃提供擔保或第三方抵押的任何人等；
  - (ix) 為就信用卡繳款事宜或信用卡交易而核實持卡人的身份的任何商號的銀行；
  - (x) 於香港或其他司法管轄區的關聯公司；
  - (xi)
    - (1) 第三方金融機構、承保人、信用卡公司、證券及投資服務供應商；
    - (2) 第三方獎賞、長期客戶及專享優惠計劃的供應商；
    - (3) 本公司及關聯公司之合作品牌夥伴（該等合作品牌夥伴名稱會於有關服務及產品（視情況而定）的申請表格上列明）；
    - (4) 慈善或非牟利機構；及
    - (5) 就以上第 3(viii)段列明的用途而被關聯公司任用之第三方服務供應商（包括但不限於寄件中心、電訊公司、電話促銷及直銷代理人、電話中心、資料處理公司及資訊科技公司）；及
  - (xii)
    - (1) 在符合公眾利益要求；或
    - (2) 在資料當事人明示或暗示同意情況下之任何其他人士。
5. 在直接促銷中使用資料  
本公司擬把資料當事人資料用於直接促銷，而本公司為該用途須獲得資料當事人同意（包括表示不反對）。就此，請注意：
  - (i) 本公司可能把本公司不時持有的資料當事人姓名、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) 財務、保險、信用卡、銀行及相關服務及產品；
  - (2) 獎賞、客戶或會員或優惠計劃及相關服務及產品；
  - (3) 本公司合作品牌夥伴提供之服務及產品（在申請有關服務及產品時會提供合作品牌夥伴名稱）；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) 關聯公司；
  - (2) 第三方金融機構、承保人、信用卡公司、證券及投資服務供應商；
  - (3) 第三方獎賞、客戶或會員、合作品牌或優惠計劃供應商；
  - (4) 本公司關聯公司之合作品牌夥伴（該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明）；及
  - (5) 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，本公司亦擬將以上第 5(i)段所述的資料提供予以上第 5(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資料當事人書面同意（包括表示不反對）；
- (v) 本公司可能因如以上第 5(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，本公司會於以上第 5(iv)段所述徵求資料當事人同意或不反對時如是通知資料當事人。
- 如資料當事人不希望本公司如上述使用其資料或將其資料提供予其他人士作直接促銷用途，資料當事人可通知本公司行使其選擇權拒絕促銷。

6. 根據該條例中的條款，任何資料當事人有權：
- (i) 查核本公司是否持有其資料及查閱該等資料；
  - (ii) 要求本公司改正任何有關其不準確的資料；及
  - (iii) 查明本公司對於資料的政策及實務及獲告知本公司持有的個人資料的種類。
7. 根據該條例的條款，本公司有權對處理查閱資料要求而收取合理的費用。
8. 任何關於查閱或改正資料，或索取關於資料政策及實務或所持有的資料種類的要求，應向下列人士提出：
- 資料保護主任  
招商永隆保險有限公司  
香港德輔道中 199 號無限極廣場 33 樓  
傳真：2526 7045
9. 本通知不會限制資料當事人在該條例下所享有的權利。
10. 在本通知內，關聯公司包括
- (a) 本公司的繼承者；
  - (b) 本公司的任何附屬企業、關連公司、相聯公司、直接和/或間接母企業；
  - (c) 任何前述母企業的任何附屬企業；
  - (d) 上述(a)、(b)及(c)項提述的任何關連公司；及
  - (e) 上述(a)、(b)及(c)項提述的任何相聯公司。
- 「附屬企業」、「母企業」及「企業」具有香港法例第 622 章公司條例所指之相同涵義。
11. 如中英文本有任何歧異，皆以英文本為準。

2023 年 1 月