



Blue Cross 藍十字

Member of BEA Group 東亞銀行集團成員

Blue Cross (Asia-Pacific) Insurance Limited

藍十字(亞太)保險有限公司

Customer Service Hotline 客戶服務熱線：3608 2988

Fax 傳真：3608 2989 E-mail 電郵：cs@bluecross.com.hk

Taipan Golfersafe

The Policy

Please read this policy carefully.
Should you have any queries, please call our Customer Service Hotline.



Sun Flower Insurance Brokers Limited

Room 1105-08, Hing Yip Commercial Centre, 282 Des Voeux Road Central, Hong Kong

Tel: 2521 1881 Fax: 2521 1919 Email: vip@sunflowergroup.com.hk www.sunflowerVIP.com

Thank you for considering Sun Flower to be one of your selected intermediaries.

We are pleased to get in touch should you have any enquiry regarding the captioned insurance.

Head Office & Customer Service Centre 總辦事處及客戶服務中心

29/F, BEA Tower, Millennium City 5, 418 Kwun Tong Road, Kwun Tong, Kowloon, Hong Kong 香港九龍觀塘道418號創紀之城5期東亞銀行中心29樓

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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 the **BLUE CROSS (ASIA-PACIFIC) INSURANCE LIMITED** (hereinafter called "**the Company**") for the insurance hereinafter contained and has paid the premium as consideration for such insurance, the Company hereby agrees to provide insurance in the terms of this policy.

SECTION 1 Personal Liability

The Company will indemnify the Insured against all sums which the Insured shall become legally liable to pay in respect of accidental bodily injury to persons or accidental loss of or damage to property, occurring during the Period of Insurance and caused by the Insured whilst playing or practising golf at any recognised golf course or driving range. The liability of the Company shall not exceed the limit as stated in the Schedule, including the costs and expenses incurred with the written consent of the Company.

In the event of the death of the Insured, the Company will in respect of liability incurred by the Insured indemnify the Insured's legal personal representatives in the terms of and subject to the limitations of this Policy provided that such representatives shall as though they were the Insured observe fulfil and be subject to the terms, conditions and exclusions of this Policy insofar as they can apply.

The Company will not indemnify the Insured in respect of liability consequent upon

- a) bodily injury to any member of the Insured's family or in the employ or service of the Insured except to a person casually engaged by the Insured solely for his services as a caddie.
- b) loss of or damage to property belonging to or held in trust or in the custody or control of the Insured or any member of the Insured's family, or in the control of any person in the service of the Insured.
- c) any agreement by the Insured to pay any sum by way of indemnity or otherwise unless such liability would have attached in the absence of such agreement.
- d) the possession or use of any mechanically propelled vehicle.
- e) the pursuit or exercise of any trade calling business or profession, or any professional liability of professional-golfer, golf-coach, golf-instructor and golf-trainer.

SECTION 2 Personal Accident

1. 24 Hours Worldwide Personal Accident Cover

If the Insured Person shall sustain accidental bodily injury caused by violent external and visible means during the period of insurance of this policy, the Company will pay the benefits as stated in the Schedule should such injury solely and independently of any other cause, where Death or Permanent Total Disablement of the Insured results within twelve calendar months from the date of such accident.

In the event of the death of an Insured Person giving rise to a claim under this section the beneficiary shall be that person's next of kin or estate according to the laws of Hong Kong SAR unless a selected beneficiary has been stated on the Insurance Policy at the time of issue.

Permanent Total Disablement shall mean:

- a) physical separation of a hand or foot at or above the wrist or ankle, including total and irrecoverable use of hand, foot, arm or leg
- b) loss of eye including irrecoverable loss of sight

The Sum Insured in respect of dependent children age 3 to 17 and up to age 23 for full time student shall be limited to HK\$200,000.

2. Double Indemnity (for Accidental Death only)

- a) Insured / Spouse – The amount of benefit payable for Accidental Death shall be doubled for loss sustained whilst the Insured Person is playing or practising golf at any recognised golf course or driving range.
- b) Double Indemnity cover will not be provided for dependent children.

3. Triple Indemnity (for Accidental Death due to lightning strike only)

- a) Insured / Spouse – The amount of benefit payable for Accidental Death due to lightning strike shall be tripled for loss sustained whilst the Insured Person is playing or practising golf at any recognised golf course or driving range.
- b) Triple Indemnity cover will not be provided for dependent children.

The Company shall not indemnify the Insured in respect of:

- (1) accidental bodily injury arising from or contributed to by
 - a) intentional self-inflicted injury or suicide
 - b) the taking of any drug unless taken in accordance with the directions and prescription of a registered medical practitioner
 - c) pregnancy or childbirth
 - d) intoxication
 - e) illness of any kind
- (2) any person in performing duties as a member of any armed or disciplinary forces, air crews, ship crews, professional sports; or engaging in any manual labour work or hazardous work involving the use of machinery or tools
- (3) involvement in any criminal activities other than as a proven victim or a bystander.



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SECTION 3 Hospital Cash Benefit

The Company will pay a daily Hospital Cash Benefit as stated in the Schedule in the event that the Insured Person suffers accidental bodily injury incurred within the insurance period whilst playing or practising golf at any recognised golf course or driving range and is necessarily confined in hospital for medical treatment.

SECTION 4 Dental Treatment Benefit

The Company will indemnify the Insured for the necessary dental treatment expenses incurred up to the sum stated in the Schedule in the event that the Insured Person suffers accidental injury by a direct blow from any person whilst playing or practising golf at any recognised golf course or driving range within the insurance period. Provided that the dental treatment must be performed within seven days after the date of accident.

SECTION 5 Golfing Equipment

The Company will indemnify the Insured against physical loss of or damage to golf equipment including golf clubs, golf bags, golf balls and umbrellas by an accident whilst in transit to or from or whilst playing or practising golf at any recognised golf club, golf course or driving range, up to the sum stated in the Schedule subject to the limit of HK\$5,000 per article for driver/fairway wood and HK\$2,500 per article for iron/putter.

The Company shall not be liable in respect of loss of or damage

- a) caused by or resulting from wear and tear, mildew, rot, rust, bacterial infestation, gradual deterioration or depreciation
- b) to golf balls unless contained in the golf bags and lost during transit thereto or therefrom
- c) to golf equipment left unattended
- d) in consequence of delay, confiscation or detention by customs authorities or other officials.

SECTION 6 Personal Effects

The Company will indemnify the Insured against physical loss of or damage to the personal effects other than golf equipment belonging to the Insured by fire or theft or any attempted theft whilst such property is being carried by the Insured whilst playing or practising golf at any recognised golf club, golf course or driving range, up to the sum as stated in the Schedule subject to the limit of HK\$2,000 per article.

The Company shall not be liable in respect of loss of or damage to watches, jewellery, furs, trinkets, medals, coins, articles of gold or silver, precious stones, camera/video camera, mobile phone, computer equipment, personal data assistant, money, cheques, stamps, credit cards, documents and securities of any kind.

SECTION 7 Hole-In-One

The Company will indemnify the Insured for expenses incurred in one hospitality for food and beverages up to the sum stated in the Schedule, arising from the Insured scoring

a "Hole-In-One" occurring within the period of insurance, whilst playing a competition or friendly game at any recognised golf course. The Insured shall supply the bill of hospitality expenses together with a properly authenticated certificate issued by a recognised golf club to the Company for indemnity. Provided that the hospitality must be held within 30 days after the Insured scoring the "Hole-In-One".

SECTION 8 Golf Assistance Service

The Company has arranged the 24-hour assistance service with Inter Partner Assistance Hong Kong Ltd. (IPA) to assist the Insured in case of the following:

1. Golf Course Referral and Booking Assistance

IPA will assist the Insured, whenever possible, by providing the addresses and telephone numbers of golf clubs/courses for foreign countries and securing booking for the Insured.

2. Arrangement of Emergency Medical Evacuation

Should the Insured Person suffers from bodily injury or illness such that IPA's medical team and the attending physician recommend hospitalisation in any medical facility where the Insured Person can be suitably treated, IPA will arrange for the transfer of the Insured Person to the nearest hospital appropriately equipped for such bodily injury or illness, by any appropriate transportation means with necessary medical supervision.

All service providers rendering services to the Insured Person under this Section 8 (Golf Assistance Service) are not employees, agents or servants of the Company. Accordingly, the service providers shall be responsible for their own acts, and the Insured Person shall not have any recourse or claim against the Company in connection with any services rendered by the service providers.

The Company assumes no liability in any manner and shall not be liable for any loss arising out of or howsoever caused by any advice given or services rendered by or any acts or omissions of any service providers.

The Company and IPA shall not be held responsible for any failure to provide the "24-Hour Assistance Service" and/or delays if caused by or contributed to by acts of God, or any circumstances and conditions beyond their control, including but not limited to, any administrative, political or government impediment, strike, industrial action, riot, civil commotion, or any form of political unrest (including but not limited to war, terrorism, insurrection), adverse weather conditions, flight conditions or situations where the rendering of such service is prohibited or delayed by local laws, regulators or regulatory agencies.

The use of the "24-Hour Assistance Service" is of the Insured's own accord. All costs incurred in using the "24-Hour Assistance Service" will be at the expenses of the Insured Person. In no event shall the Company be liable under this Section 8 (Golf Assistance Service) or in the course of the provision of the "24-Hour Assistance Service" for any incidental, special, consequential or indirect loss, damages, costs, charges, fees or expenses.

Simply call the 24-Hour Assistance Service hotline at (852) 2862 0162 and quote your policy number to request the services.



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GENERAL CONDITIONS

1. This policy, the Schedule and the Endorsements (which forms an integral part of this Policy) shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.
 2. The aggregate limit of liability of the Company in respect of any one claim or number of claims arising out of any one occurrence or of a number of occurrences within the period of insurance under this Policy shall not exceed the maximum Limits of Liability as stated in the Schedule.
 3. The maximum amount payable to dependent children age 3 to 17 and up to age 23 for full time student under all sections of Benefit or Coverage shall be limited to 50% of the maximum limits as stated in the Schedule except Personal Accident the maximum amount payable under which shall be limited to HK\$200,000 and no Double or Triple Indemnity covers shall apply.
 4. The due observance and fulfilment of the terms provision conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the Application shall be conditions precedent to any liability of the Company to make any payment under this Policy.
 5. Family members shall mean the Insured, the spouse and their dependent children between age 3 to 17 and up to age 23 for full-time student.
 6. The Insured shall take all reasonable precautions for the safety of the property insured under this Policy.
 7. This Policy shall be voidable by the Company in the event of misrepresentation, misdescription or non-disclosure in any material particular by the Insured.
 8. If the Insured or anyone acting on his/her behalf makes any claim under this Policy knowing the claim to be exaggerated or fraudulent this Policy shall become void and all benefits forfeited.
 9. In the event of any incident which may give rise to a claim under this Policy the Insured or his/her legal representatives
 - a) shall within 14 days from the date of incident give notice in writing to the Company
 - b) shall at his/her own expenses supply the Company with full particulars in writing as soon as possible and in the case of a claim under Sections 3, 4, 5, 6 & 7 not later than thirty days after the occurrence of the incident or loss or damage.
 - c) if a claim may arise under Section 1, the Insured shall notify and forward to the Company every letter claim writ summons or process immediately on receipt and no admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company.
 - d) in the case of claim under Section 2, the Insured or his/her legal representative shall at his/her own expenses furnish to the Company all such certificates, information and evidence as may be required by the Company and the Insured Person shall wherever reasonably required to do so submit to a medical examination on behalf of the Company. In the event of death of the Insured Person, the Company shall be entitled to have a post mortem examination at its own expense and notice shall when practicable be given to the Company before interment, or cremation stating the time and place of any inquest appointed.
10. The Company shall be entitled
- a) to pay to the Insured the value of the property insured at the time of the happening of its loss or damage or the amount of such damage or at the Company's discretion to repair, reinstate or replace such property or any part thereof.
 - b) to take possession of or require to be delivered to the Company any property insured and to deal with such property in a reasonable manner but no property shall be abandoned to the Company whether taken possession or not.
 - c) to take over conduct in the name of the Insured the defence or settlement of any claim against the Insured benefit any claim for indemnity or damages or otherwise and shall have discretion in the conduct of any proceedings and in the settlement of any claim.
 - d) to pay at any time to the Insured in respect of any one claim or number of claims against the Insured arising out of any one occurrence or of a number of occurrences arising directly or indirectly from one source or original cause the sum stated in the Schedule applicable to Section 1 after deduction of any sum or sums already paid as compensation or any lesser amount for which such claim or claims can be settled and upon such payment the Company shall relinquish conduct and control of and be under no further liability under Section 1 in connection with such claim or claims except for costs and expenses of litigation recoverable or incurred in respect of the conduct of such claim or claims before the date of such payment.
11. In the event of any payment made under this Policy, the Company shall be subrogated to all the Insured's right of recovery and indemnity against any third party and any amount so recovered shall belong to the Company.
12. If at the time of any claim arises under this Policy there is any other existing insurance covering the same liability the Company shall not be liable to pay or contribute more than its ratable proportion of such claim.



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13. All differences arising out of this Policy shall be determined by Arbitration in accordance with the prevailing Arbitration Ordinance. If the parties fail to agree upon the choice of Arbitrators or Umpires then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is hereby 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.

14. This Policy may be cancelled at any time at the request of the Insured in writing to the Company and the Premium shall be adjusted on the basis of the Company receiving or retaining the customary short term premium or minimum premium. The Policy may also be cancelled by the Company giving seven days' notice in writing to the Insured at his/her last known address and the Premium shall be adjusted on the basis of the Company receiving or retaining pro-rata premium.

15. Geographical Limit

- a) Hong Kong SAR
- b) Anywhere in the world in respect of a temporary visit

16. Jurisdiction Clause

The indemnity provided by this Policy shall not apply in respect of judgements which are not at the first instance delivered by or obtained from a Court of competent jurisdiction in Hong Kong SAR.

GENERAL EXCLUSIONS

1. The Company shall not be liable under this Policy for any loss destruction damage liability or bodily injury of whatsoever nature directly or indirectly caused by or contributed to or arising from

- a) war invasion act of foreign enemy hostilities whether war be declared or not civil war rebellion revolution insurrection or military or usurped power riot strike or civil commotion.
- b) Volcanic eruption subterranean fire earthquake or other convulsion nature.
- c) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel. Solely for the purpose of this Exclusion combustion shall include self-sustaining process of nuclear fission;
- d) nuclear weapons material.

2. Age limit warranty

Unless otherwise specified on the Schedule of Benefit, the age of all Insured Persons should be from 3 to 65 years of age and renewable up to age 70.

~ END OF THIS POLICY ~



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個人資料（私隱）條例 - 收集個人資料聲明（「本聲明」）

藍十字（亞太）保險有限公司（「本公司」）乃東亞銀行有限公司的全資附屬公司。在本聲明內，東亞銀行有限公司連同其附屬公司及聯營公司將統稱為「東亞銀行集團」。

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：

(1) 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。若閣下未能提供該等資料，可能會令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。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或當在一般情況下以口頭或書面形式與本公司溝通。

(2) 個人資料收集目的

閣下的個人資料可能會用作下列用途：

- (i) 處理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、更改或刪除保障項目或受保成員，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，包括進行任何附帶調查；
- (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) 行使本公司因不時向閣下提供保險產品及服務而享有的權利，例如向閣下追討欠款；
- (vi) 設計保險產品及服務以提升本公司的服務質素；
- (vii) 製作數據及進行研究；
- (viii) 營銷服務、產品及其他標的（詳情請參閱本聲明第(4)段）；
- (ix) 履行根據下列對本公司及／或東亞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、規定及／或安排：
 - (a) 不論於香港特別行政區（「香港」）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；
 - (b) 不論於香港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所作出或發出的任何指引或指導；或
 - (c) 本公司或東亞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；
- (x) 遵守東亞銀行集團為符合制裁或預防或偵測清洗黑錢、恐怖分子融資活動或其他非法活動的任何方案就於東亞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；
- (xi) 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
- (xii) 與上述有關的其他用途。

(3) 個人資料的轉移

存於本公司的個人資料將會保密，但本公司可能會向以下各方透露該等資料作本聲明第(2)段所列出的用途：

- (i) 任何代理人、承辦人或就本公司之業務運作，包括行政、電訊、電腦、付款、資料處理、儲存、調查和收數服務，或就與保險產品及服務相關之其他服務，向本公司提供服務的第三方服務供應商（如公證行、理賠調查員、收數公司、資料處理公司及專業顧問）；
- (ii) 任何對本公司或東亞銀行集團負有保密責任的其他人士，包括承諾保密該等資料的東亞銀行集團任何成員公司；
- (iii) 與本公司有或將有商業往來的再保險公司；
- (iv) 本公司或東亞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東亞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，或根據本公司或東亞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或機構；

- (v) 本公司的權益或業務的任何實際或建議承讓人、受讓人、參與人或附屬參與人；
 - (vi) 第三方獎賞、客戶或會員、品牌合作及優惠計劃供應商；
 - (vii) 本公司及／或東亞銀行集團任何成員公司的品牌合作夥伴（該等品牌合作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）；及
 - (viii) 本公司為就本聲明第(2)(viii)段所列明的用途而聘用的外判服務供應商（包括但不限於郵寄公司、電訊公司、電話銷售和直接促銷代理、電話服務中心、數據處理公司和資訊科技公司）。
- 該等資料可能被轉移至香港境外。

(4) 在直接促銷中使用個人資料

本公司可能把閣下的個人資料用於直接促銷，除非本公司已取得閣下的同意（包括表示不反對），否則本公司並不可以如此使用閣下的個人資料，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) 本公司可能就下列服務、產品及促銷標的進行促銷：
 - (a) 保險、財務、銀行及相關服務及產品；
 - (b) 獎賞、客戶或會員或優惠計劃及相關服務及產品；及
 - (c) 本公司及／或東亞銀行集團任何成員公司的品牌合作夥伴提供的服務及產品（該等品牌合作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）；
- (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：
 - (a) 東亞銀行集團任何成員公司；
 - (b) 第三方獎賞、客戶或會員、品牌合作或優惠計劃供應商；及／或
 - (c) 本公司及／或東亞銀行集團任何成員公司之品牌合作夥伴（該等品牌合作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）。

如閣下不希望本公司使用閣下的資料作上述直接促銷用途，閣下可通知本公司行使閣下的選擇權拒絕促銷。閣下可根據本聲明第(5)段所提供的聯絡方法以書面向本公司的個人資料保障主任提出有關要求，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）。

(5) 查閱及改正資料權利

根據條例規定，閣下有權查詢本公司是否持有閣下的個人資料及要求索取該等資料的複本（查閱資料要求），並要求本公司就不準確的資料作出改正。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障主任提出：

香港九龍觀塘道418號創紀之城5期東亞銀行中心29樓
藍十字（亞太）保險有限公司
個人資料保障主任
傳真：(852) 3608 2938

根據條例，本公司有權就辦理任何查閱資料要求收取合理費用。

- (6) 閣下亦有權根據本聲明第(5)段所提供的聯絡方法向本公司的個人資料保障主任索取本公司有關個人資料私隱的政策及實務，並獲告知本公司持有的個人資料的種類。
- (7) 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規定的期間保存閣下的個人資料。
- (8) 如閣下對本聲明有任何疑問，請致電本公司的客戶服務熱線 3608 2988。
- (9) 本聲明不會限制客戶在條例下所享有的權利。
- (10) 本公司保留修改本聲明的權利。

2013年4月

由東亞銀行集團成員-藍十字（亞太）保險有限公司發出



The Personal Data (Privacy) Ordinance - Personal Information Collection Statement (the "Statement")

Blue Cross (Asia-Pacific) Insurance Limited (the "Company") is a wholly owned subsidiary of The Bank of East Asia, Limited. The Bank of East Asia, Limited together with its subsidiaries and affiliates are collectively referred to in this Statement as the "BEA Group".

In compliance with the Personal Data (Privacy) Ordinance (the "Ordinance"), the Company would like to inform you of the following:

(1) From time to time, it is necessary for you to supply the Company with personal data in connection with the application for and provision of insurance products and services as well as the carrying out by the Company of other services relating to these insurance products and services. Failure to supply such data may result in the Company being unable to process your insurance applications or to provide or continue to provide the insurance products and services and/or the related services to you. 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 or generally communicate verbally or in writing with the Company, by means of documentation or telephone recording system, as the case may be.

(2) PURPOSES FOR COLLECTING PERSONAL DATA

Personal data relating to you may be used for the following purposes:

- (i) processing 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 requests for addition, alteration or deletion of insurance benefits or insured members, setting up of direct debit facilities as well as cancellation, renewal, or reinstatement of insurance policies;
- (iii) processing, adjudicating and defending insurance claims as well as conducting any incidental investigation;
- (iv) performing functions and activities incidental to the provision of insurance products and services such as identity verification, data matching and reinsurance arrangement;
- (v) exercising the Company's rights in connection with the provision of insurance products and services to you from time to time, for example, to recover indebtedness from you;
- (vi) designing insurance products and services with a view to improving the Company's service;
- (vii) preparing statistics and conducting research;
- (viii) marketing services, products and other subjects (please see further details in paragraph (4) of this Statement);
- (ix) complying with the obligations, requirements and/or arrangements for disclosing and using data that bind on or apply to the Company and/or the BEA Group or that it is expected to comply according to:
 - (a) any law binding or applying to it within or outside the Hong Kong Special Administrative Region ("Hong Kong") existing currently and in the future;
 - (b) 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 Hong Kong existing currently and in the future; or
 - (c) 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 BEA 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 authorities, or self-regulatory or industry bodies or associations;
- (x) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the BEA Group and/or any other use of data and information in accordance with any group-wide programs for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
- (xi) 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
- (xii) any other purposes relating to the purposes listed above.

(3) TRANSFER OF PERSONAL DATA

Personal data held by the Company relating to you will be kept confidential but the Company may provide such data to the following parties for the purposes set out in paragraph (2) of this Statement:-

- (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, telecommunications, computer, payment, data processing, storage, investigation and debt collection services as well as other services incidental to the provision of insurance products and services by the Company (such as loss adjusters, claim investigators, debt collection agencies, data processing companies and professional advisors);
- (ii) any other person or entity under a duty of confidentiality to the Company or the BEA Group including a member of the BEA Group which has undertaken to keep such data confidential;
- (iii) reinsurance companies with whom the Company has or proposes to have dealings;
- (iv) any person or entity to whom the Company or the BEA 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, governmental, 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 BEA Group or with which the Company or the BEA Group is expected to comply, or any disclosure pursuant to any contractual or other commitment of the Company or the BEA 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 Hong Kong and may be existing currently and in the future;

- (v) any actual or proposed assignee, transferee, participant or sub-participant of the Company's rights or business;
- (vi) third party reward, loyalty, co-branding and privileges program providers;
- (vii) co-branding partners of the Company and/or any member of the BEA 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
- (viii) 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 (2)(viii) of this Statement.

Such information may be transferred to a place outside Hong Kong.

(4) USE OF PERSONAL DATA IN DIRECT MARKETING

The Company may use your personal data in direct marketing. Save in the circumstances exempted in the Ordinance, the Company cannot so use your personal data without your consent (which includes an indication of no objection). In this connection, please note that:

- (i) the name, contact details, products and services portfolio information, transaction pattern and behavior, 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 services, products and subjects may be marketed:
 - (a) insurance, financial, banking and related services and products;
 - (b) reward, loyalty or privileges programs and related services and products; and
 - (c) services and products offered by the co-branding partners of the Company and/or any member of the BEA 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);
- (iii) the above services, products and subjects may be provided by the Company and/or:
 - (a) any member of the BEA Group;
 - (b) third party reward, loyalty, co-branding or privileges program providers; and/or
 - (c) co-branding partners of the Company and/or any member of the BEA 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).

If you do not wish the Company to use your personal data in direct marketing as described above, you may exercise your opt-out right by notifying the Company. You may write to the Corporate Data Protection Officer of the Company at the address or fax number provided in paragraph (5) of this Statement, or provide the Company with your opt-out choice in the relevant application form (if applicable).

(5) DATA ACCESS AND CORRECTION RIGHT

In accordance with the Ordinance, you have the right to check whether the Company holds personal data about you and to require the Company to provide a copy of such data (data access right) and to correct the data which is inaccurate. Such requests can be made in writing to the Corporate Data Protection Officer of the Company at the following address or fax number:

The Corporate Data Protection Officer
Blue Cross (Asia-Pacific) Insurance Limited
29th Floor, BEA Tower, Millennium City 5,
418 Kwun Tong Road,
Kwun Tong, Kowloon
Hong Kong
Fax : (852) 3608 2938

According to the Ordinance, the Company has the right to charge a reasonable fee for the processing of any data access request.

- (6) You also have the right, by writing to the Company's Corporate Data Protection Officer at the address or fax number provided in paragraph (5) of this Statement, to request for the Company's policies and practices in relation to personal data and to be informed of the kinds of personal data held by the Company.
- (7) 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.
- (8) Should you have any query with this Statement, please do not hesitate to contact our Customer Service Hotline at 3608 2988.
- (9) Nothing in this Statement shall limit the rights of the customers under the Ordinance.
- (10) The Company retains the right to change this Statement.

April 2013

Issued by Blue Cross (Asia-Pacific) Insurance Limited, a member of the BEA Group