

# EMPLOYEES' COMPENSATION INSURANCE POLICY

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

**WHEREAS** the Insured carrying on the Business by a Proposal and Declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Company for the insurance herein contained and has paid or agreed to pay the Premium specified herein as consideration for such insurance

**NOW THIS POLICY WITNESSETH** that if any Employee in the Insured's immediate employ shall sustain bodily injury or death by Accident occurring or Disease contracted during the Period of Insurance within the Geographical Area and arising out of and in the course of his employment by the Insured in 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 (all of which are hereinafter collectively referred to as "the Terms of this Policy") indemnify the Insured against his legal liability in respect of such bodily injury or death under the 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 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;

**FURTHER PROVIDED THAT:**

- (a) the due observance and fulfilment of the Terms of this Policy in so far as they relate to anything to be done or not to be done or to be complied with by the Insured; and
- (b) the truth of the statements and answers in the Proposal and Declaration and the Estimated Earnings Declaration and the Actual Earnings Declaration

shall be conditions precedent to any liability of the Company to make payment or to provide indemnity under this Policy.

**THE COMPANY WILL ALSO** in the event of the death of the Insured indemnify the Insured's legal personal representatives in the Terms of this Policy in respect of liability incurred by the Insured provided that such legal personal representatives shall as though they were the Insured observe fulfill and be subject to the Terms of this Policy in as far as they can apply.

## DEFINITIONS

For the purposes of this Policy:

- (a) "Accident" means an accident or a series of accidents arising out of one event.
- (b) "The Business" means the usual work and activities carried on by the Insured pertaining to his business as specified in the Schedule and no others.
- (c) "The Company" means **CMB WING LUNG INSURANCE COMPANY LIMITED**.
- (d) "The Company's Indemnity" means indemnity provided under this Policy including costs and expenses incurred by or on behalf of the Insured with the Company's written consent.
- (e) "Disease" means a disease contracted by an Employee of the Insured as a result of his exposure to the nature of his employment with the Insured. Such exposure may extend over a period of time and part of which period may fall outside the Period of Insurance under this Policy.
- (f) "Earnings" means 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.
- (g) "Employee" has the same meaning as assigned to that expression in the Ordinance.
- (h) "The Insured" means only the person or persons specified as such in the Schedule and no others.
- (i) "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).
- (j) "The Ordinance" means the Employees' Compensation Ordinance (Chapter 282 of the laws of Hong Kong).
- (k) "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).
- l) "The Policy" means this Employees' Compensation Insurance Policy the Schedule and any memoranda and endorsements contained herein or endorsed hereon which shall be read together as one document and any word or expression to which a specific meaning has been assigned shall bear such meaning throughout.
- (m) "The Proposal and Declaration" means any signed proposal form and declaration and any information supplied by or on behalf of the Insured in addition thereto or in substitution therefor.
- (n) Unless the context otherwise requires, words and expressions importing the masculine gender also include the feminine and neuter genders and words and expressions in the singular include the plural and words and expressions in the plural include the singular.

## POLICY LIMIT OF INDEMNITY

- (a) 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 the amount specified in the Schedule as "Policy Limit of Indemnity" irrespective of the number of Employees who may sustain bodily injury or death 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 a period 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 claim or 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.

## JURISDICTION CLAUSE

The Company shall not be liable under this Policy in respect of judgments against the Insured which are not in the first instance delivered by or obtained from a court of competent jurisdiction of Hong Kong.

## EXCEPTIONS

### 1. The Company shall not be liable under this Policy in respect of:-

- (a) the Insured's liability to employees of contractors to the Insured;
- (b) any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- (c) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party;
- (d) any liability arising from Pneumoconiosis or Mesothelioma or Noise-Induced Deafness;
- (e) the Insured's liability to any person who is not an employee of the Insured within the meaning of the Ordinance;
- (f) any late payment surcharge fines penalties or punitive aggravated or exemplary damages for which the Insured may become liable under the Ordinance or independently of the Ordinance;
- (g) any injury by Accident or Disease attributable to war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war mutiny rebellion revolution insurrection or military or usurped power;
- (h) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - (i) nuclear weapons material;
  - (ii) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this Exception combustion shall include any self-sustaining process of nuclear fission;
  - (iii) chemical or biological substances;
- (i) any injury by Accident or Disease directly or indirectly caused by or arising from or in consequence of or contributed to by asbestos in whatever form or quantity;
- (j) 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.

### 2. 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.

## AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

If the Company is obliged by the 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.

## INSURANCE PREMIUM

- (a) 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 Earnings Declaration") on the basis of which a deposit premium becomes payable to the Company.
- (b) The Insured shall within ninety (90) days after the expiry of the Period of Insurance or upon cancellation of the 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 Earnings 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.
- (c) 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 paragraph (a) and (b) hereof.
- (d) 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 purposes of this Policy and the Insured shall at all reasonable times allow the Company to inspect and obtain copies of such records.
- (e) 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 the Policy.

## CLAIMS SETTLEMENT CONDITIONS

- (a) **Claims Notification Demands etc.** In the event of any occurrence which may give rise to a claim under this Policy the Insured shall immediately give notice thereof in writing to the Company with full particulars.  
The Insured shall also give the Company notice in writing immediately the Insured becomes aware of any intention to prosecute the Insured any impending prosecution inquest or fatal inquiry in connection with any occurrence which may give rise to a claim under this Policy. Every letter claim writ summons and process shall be forwarded to the Company immediately on receipt.
- (b) **Claims Control by the Company.** The Company shall be entitled upon notice to the Insured to take over and conduct in the Insured's name the defence or settlement of any claim demand or proceedings against the Insured. In that event:
  - (i) the Insured shall provide all such information and assistance including the latest earnings of all employees duly certified as being correct by an independent auditor and forward all such documents and other records to the Company for the conduct of such claim demand or proceedings as the Company in its discretion may from time to time require; and
  - (ii) the Insured shall not without the written consent of the Company incur any expenditure in connection with any such claim demand or proceedings or make any payment admission offer or enter into any settlement whatsoever.
- (c) **Claims Payments by the Insured.** Where the Insured pays all or any part of a claim for which he is liable and for which indemnity is provided by this Policy the Insured shall obtain duly witnessed signed receipts for such payments and shall retain in a safe place all such signed receipts and records and documents relating to such payments and the Insured shall at all reasonable times allow the Company to inspect and obtain copies of such records and documents.
- (d) **Other Insurance.** If at the time a claim is made by the Insured under this Policy there is any other insurance covering the same liability the Company shall not be liable to pay or contribute more than its ratable proportion of any such claim and costs and expenses in connection therewith.
- (e) **Waiver of Claims.** The Insured shall not become a party to any agreement the effect of which is that the Insured waives any claim which the Insured would otherwise have against any person in respect of or arising out of any occurrence resulting in liability on the part of the Insured for which indemnity is provided by this Policy or whereby any such claim is limited or qualified in any way.
- (f) **Subrogation.** The Company shall be entitled at its sole discretion to prosecute in the name of the Insured any claim for damages costs indemnity contribution or otherwise against any person who may be liable to the Insured in respect of any liability on the part of the Insured for which indemnity is provided by this Policy and shall have full discretion in the conduct of any such proceedings and in the settlement of any such claim. The Insured shall give all such information and assistance as the Company may from time to time require and execute any necessary documents for the purpose of vesting such rights in the Company. Any moneys recovered pursuant to the exercise of such rights shall be applied firstly for the benefit of the Company to the extent of the amount paid by the Company in respect of any claim including any costs and expenses paid or incurred by the Company and costs and expenses incurred in prosecuting such recovery action.

## GENERAL CONDITIONS

- (a) **Notices.** Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company and in the case of notice or communication to the Insured to his address specified in the Schedule.
- (b) **Precautions.** The Insured shall take all reasonable precautions to prevent Accidents and Diseases and shall comply with all relevant statutory requirements and obligations including but not limited to the provisions of the Factories and Industrial Undertakings Ordinance (Chapter 59 of the laws of Hong Kong) and any Regulations Rules or Notices issued made or promulgated thereunder.
- (c) **Changes in Risk.** The Insured shall immediately notify the Company in writing of any material change in the risk insured hereunder made by the Insured or any other person during the Period of Insurance including but not limited to:
  - (i) any merger with or acquisition of another company or business;
  - (ii) the Insured or any subsidiary or holding company of the Insured being placed in voluntary liquidation receivership or liquidation or entering into a composition with its creditors or being unable to pay its debts from its own resources; or
  - (iii) any material change in the nature of the Business or in the number of the Insured's Employees.
- (d) **Right of Inspection.** The Company shall have the right and opportunity at all reasonable times to inspect the works machinery plant and appliances used in the Business.

- (e) **Assignment.** No assignment of interest under this Policy shall bind the Company unless the written consent of the Company is first obtained and endorsed hereon.
- (f) **Cancellation.** This Policy may be cancelled by the Company or the Insured by written notice of cancellation from one party to the other. Cancellation shall take effect seven (7) days after the date of posting the notice of cancellation and in such event the Premium shall be adjusted in accordance with the provisions of "Insurance Premium".
- (g) **Arbitration.** All differences arising out of this Policy shall be determined by arbitration in accordance with the Arbitration Ordinance as amended from time to time. If the parties fail to agree upon the choice of the arbitrator, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If 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.
- (g) **Rights of Contract Third Parties.** Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms of this Policy.
- (h) **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.

## SPECIAL PROVISIONS

### 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 or death 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 of terrorism regardless of 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 receives 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 11<sup>th</sup> January 2002 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 employees' 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;
- (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 under the Facility Agreement; or the Facility Agreement ceases in the event that the remaining balance under Facility is exhausted, or the termination of the Facility Agreement by the Government; and
- (d) this Policy shall in no event compensate any amount in excess of the minimum statutory cover required under the Employees' Compensation Ordinance notwithstanding the limits and coverage provided by this Policy.

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 alleges 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 the Policy.

## ENDORSEMENT

The following Clauses and/or Endorsements and/or Warranties will not have effect unless specifically indicated in the Schedule of the Policy or by Endorsement subsequently attached hereto:

### E003A EMPLOYEES ATTENDING SPORTS OR SOCIAL ACTIVITIES CLAUSE

In the event of any Employee of the Insured shall sustain injury or death whilst engaged in any functions, sports or social activities organised or sponsored by the Insured, such injury or death shall be deemed to have arisen out of and in the course of his employment for the purpose of this Policy.

### E005B EXTRAORDINARY WEATHER CONDITION EXTENSION CLAUSE

In the event of any Employee of the Insured whose attendance at his place of employment is required by the Insured during extraordinary weather conditions being injured or killed whilst proceeding directly to his place of employment or returning therefrom to his home, such injury or death shall be deemed to have arisen out of and in the course of his employment for the purpose of this Policy.

For the purposes of this clause the expression "Extraordinary weather conditions" shall limit to the situation where the "Red or Black" rainstorm warning is triggered and/or Typhoon signal No. 8 or above is hoisted.

### E008A WORKING OUTSIDE HONG KONG CLAUSE

It is hereby understood and agreed that this Policy is extended to cover employees of the Insured whilst temporarily working outside Hong Kong provided that the indemnity under this extension shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a court of competent jurisdiction in Hong Kong.

**E010A EMERGENCY TRANSPORTATION CLAUSE**

This Policy is extended to indemnify the Insured for emergency transportation required as a result of serious injury sustained by the Employee of the Insured provided that the liability of the Company under this Clause shall not exceed the sub-limit of HKD5,000.00 in respect of any one accident.

**E011A MEALS & LUNCH TIME CLAUSE**

In the event of any Employee of the Insured shall sustain injury or death whilst staying within the premises of the Insured during meal and lunch time, such injury or death shall be deemed to have arisen out of and in the course of his employment under the condition that such meal is provided for by the Insured.

In no case should the injury or death be self-inflicted or attributable to intoxication by alcohol, narcotics or drugs or resulting from serious and wilful misconduct of the employees.

**E016A MPF CLAUSE**

It is a condition precedent to the liability of the Company under this Policy that the Insured shall submit full information of MPF contributions of all Employees at the request of the Company for underwriting and claim evaluation purposes prior to the inception of this Policy, or at any time and as often as required during the Period of Insurance. If there should be any shortfall in the Earnings originally declared from the MPF information submitted, the Company shall have the right, at its sole discretion, to adjust claims payment proportionately by the extent of under-insurance, request additional premium or cancel the Policy in accordance with the Terms of this Policy.

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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

- (vii) within or outside the Hong Kong Special Administrative Region and may be existing currently and in the future;
- (viii) 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;
- (ix) any party giving or proposing to give a guarantee or third party security to guarantee or secure the data subjects' obligations;
- (x) the bank of any merchant in connection with any credit card payment or transactions for the purpose of verifying the identity of the cardholder;
- (xi) any Affiliated Companies in Hong Kong or other jurisdiction(s);
  - (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