

GolferCare Insurance Policy



WHEREAS The Insured, by a proposal or by giving information which shall all be or become the basis of the contract and be held as incorporated herein has applied to FWD General Insurance Company Limited (hereinafter called “the Company”) for the insurance hereinafter contained and has paid or agreed to pay the premium as consideration of such insurance.

The Company agrees to provide insurance to the extent of and subject to the terms, conditions and provisions hereby contained in or endorsed on this Policy during any applicable Period of Insurance. This Policy and Schedule shall be read together as one contract and unless specially stated to the contrary any word or expression to which a specific meaning has been given shall have such meaning wherever it may appear.

IMPORTANT

1. Please examine this Policy carefully. If there are any errors or if it does not meet your requirements, please contact the Company or your Insurance Broker/Agent immediately.
2. Pursuant to the Cancellation Condition of this Policy, the Company will charge a minimum premium of HK\$500 if the Policy is terminated at the request of the Insured.

注意

1. 請貴保戶詳細查閱此保單之內容，如有任何疑問，請從速與本公司或閣下之保險經紀/代理人聯絡。
2. 根據取消保險單條款，若投保人終止保單，本公司將收取不少於港幣五百元正保費。

ONLINE SECURITY

FWD is always concerned about security. It is important that you should be alert to any emails asking for your personal information; here we provide some information to help you to protect yourself:-

“Phishing attack” is an online fraud technique which involves sending official-looking email messages with return addresses, links and branding that all appear to come from legitimate banks, insurance companies, retailers, credit card companies, etc. Such emails typically contain a hyperlink to a spoof website and mislead account holders to enter customer names and security details on the pretence that security details must be updated or changed. Once you give them your information it can be used on legitimate sites to take your personal information.

To protect yourself, you should be aware of the following:

- FWD will not send you emails asking you to update, verify or confirm your personal security details e.g. PIN, bank account number, ID Card number and passport number.
- You should pay close attention to the URL (website address) of the site you are visiting to make sure it is actually the site you believe it to be.

Should you have further enquiries, or you would like to report on suspected phishing cases relating to FWD, please refer to FWD website www.fwd.com.hk or call our Customer Service Hotline at (852) 3123 3123.



® **Sun Flower Insurance Brokers Limited**

Placing through Sun Flower Insurance Agency Limited

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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.

1. GENERAL DEFINITIONS

Any word or expression to which a specific meaning has been attached shall bear the same meaning whenever it appears. These are given below or defined at the beginning of the appropriate Section.

- | | |
|---|--|
| 1.1 Accident/Accidental | A sudden unforeseen unanticipated and fortuitous event. |
| 1.2 Company | FWD General Insurance Company Limited |
| 1.3 Golf Course or Driving Range | A recognised Golf Course or Driving Range operated by a club or an organisation which is registered at any local government as providing the golf or golf practising activities. |
| 1.4 Golfing Equipment | Golf clubs, bags, balls, caddie cars and umbrellas. |
| 1.5 Hong Kong | Hong Kong Special Administrative Region |
| 1.6 Injury | Bodily injury resulting solely exclusively, directly and independently of all other causes from an Accident caused by external violent and visible means. |
| 1.7 Insured | The person (not being a professional golfer) named as the Insured in the Schedule. |
| 1.8 Period of Insurance | The period stated in the Schedule. |
| 1.9 Schedule | The document, attaching to and forming part of the Policy, which describes the Insured, Cover, Limits and any other relevant specified details. |
| 1.10 Territorial Limits | a) Hong Kong
b) Elsewhere in the world in respect of a temporary visit of not exceeding 90 consecutive days each visit. |

2. SECTION 1 – PERSONAL LIABILITY

2.1 Cover

The Company will subject to the Limits of Liability the Jurisdiction Clause and other terms, conditions and provisions herein contained or incorporated indemnify the Insured against all sums which the Insured shall become legally liable to pay as damages consequent upon

- a) accidental bodily injury to any person whether fatal or not or
 - b) accidental loss of or damage to property
- occurring during the Period of Insurance and caused by the Insured in the course of his playing or practising golf on any Golf Course or Driving Range within the Territorial Limits.

In respect of a claim for damages to which the indemnity expressed in this Section applies, again subject to the Limits of Liability, the Jurisdiction Clause and other terms, conditions and provisions herein contained or incorporated, the Company will also pay,

- i) all reasonable costs and expenses recovered by any claimant from the Insured in any litigation reasonably conducted by the Insured in respect of such claim covered by this Policy, and
- ii) all reasonable costs and expenses incurred with the written consent of the Company.

The liability of the Company under this Section for all damages, costs and expenses payable in respect of any one occurrence or number of occurrences arising directly or indirectly from one source or original cause shall not exceed the sum stated in the Limits of Liability applicable to Section 1 specified in the Schedule.

In the event of the death of the Insured, the Company will in respect of the 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 fulfill comply with and be subject to the terms conditions provisions and exceptions of this Policy.

2.2 Exceptions to Section 1

The Company will not indemnify the Insured in respect of liability consequent upon, resulting from or as a result of

- a) death of or bodily injury to any person being a member of the Insured's family or household or at the time of sustaining such injury engaged in and upon the service of the Insured.
- b) loss of or damage to property belonging to or in the charge of or under the control or possession of the Insured or any member of the Insured's family or household or in the charge of or under the control or possession of any person in the service of the Insured by virtue of such service.
- c) willful, malicious, unlawful, intentional or deliberate acts of the Insured or the Insured's family or household
- d) the ownership, use or possession, control of any mechanically propelled vehicle.
- e) the ownership, use or possession, control of any animal other than domestic dog or cat.
- f) 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.
- g) any service rendered by the Insured in a professional capacity, whether or not any fee is charged



- h) any commodities or goods, whether belonging to the Insured, used by the Insured at the material times of the accident being defective / not of good or sound construction or of any faulty design or workmanship or becoming defective or having fault through lack of repairs and maintenance.

2.3 Jurisdiction Clause

The indemnity provided by this Policy shall not apply to judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Hong Kong nor to orders in any Court for the enforcement of judgment made outside Hong Kong whether by way of reciprocal agreement or otherwise nor to any playing or practising of golf outside the Territorial Limits.

3. SECTION 2 – PERSONAL ACCIDENT

3.1 Definitions

1. "Loss of Sight" means total, irrecoverable and irremediable loss of all sight of an eye
2. "Loss of Limb" means the loss by physical severance or total and permanent loss of use and function of a hand at or above the wrist or of a foot at or above the ankle, as the case may be.

3.2 Cover

If the Insured sustained Accidental Injury at any Golf Course or Driving Range within the Territorial Limits, the Company will pay to the Insured (or his legal personal representatives) the following sums :-

	% of the Limits of Liability stated in the Schedule
1. Death	100%
2. Loss of Limb	100%
3. Loss of Sight in one or both eyes	100%

Provided that the total sum payable under this Section in respect of all injuries sustained during any one Period of Insurance shall not exceed 100% of the sum stated in the Limits of Liability.

3.3 Exceptions to Section 2

No compensation shall be payable for death or Injury consequent upon or occasioned

- a) suicide or intentional self-injury;
- b) any cause relating, partially or in whole, to the Insured being pregnant or childbirth or any pre-existing physical or mental defect or infirmity of the Insured;
- c) the Insured being affected (temporarily or otherwise) by alcohol or drug or otherwise under the influence of.

4. SECTION 3 – GOLFING EQUIPMENT

4.1 Cover

The Company will indemnify the Insured against loss of or damage to Golfing Equipment caused by an Accident whilst in transit to or from or whilst at any Golf Course or Driving Range within the Territorial Limits.

The liability of the Company under this Section shall not exceed the sum stated in the Limits of Liability specified in the Schedule in respect of any one claim and any one Period of Insurance.

4.2 Exceptions to Section 3

The Company shall not be liable in respect of

- a) loss or damage caused by or resulting from wear and tear, deterioration, any process of cleaning or repairing.
- b) theft from any unattended vehicle unless all windows are securely closed and all doors and boot are locked.
- c) misuse, faulty design or workmanship or any construction which is defective or unsound in any respect.
- d) any loss or disappearance which in the sole and conclusive opinion of the Company is unexplained or mysterious.
- e) loss of or damage to golf ball unless contained in the golf bag at the time of loss.
- f) consequential loss or damage of any kind of any description howsoever arising (including loss of profit, if any, as a result or arising out of or otherwise in connection with such loss of or damage to any Golfing Equipment).
- g) any loss or damage caused by any malicious or intentional damage or any confiscation or detention by any government or governmental authority or authority having like powers and rights.

4.3 Pair & Set Clause

Where any insured item consists of articles in a pair or set, the Company shall not pay more than the value of any particular part or parts which may be lost, which will be assessed individually or singly and as an individual or single part or parts as if the same was /were purchased or bought by the Insured as a single item and did not belong to any pair or set and without reference to any special value such articles may have as part of such pair or set, nor more than a proportionate part of the insured value of the pair and set.

5. SECTION 4 – PERSONAL EFFECTS

5.1 Cover

The Company will indemnify the Insured against loss of or damage to the personal effects other than Golfing Equipment of the Insured by fire burglary housebreaking or theft or any attempt thereof while such property is contained in any Golf Course or Driving Range within the Territorial Limits.



The liability of Company under this Section shall not exceed the sum stated in the Limits of Liability specified in the Schedule in respect of any one claim and any one Period of Insurance.

5.2 Exceptions to Section 4

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

- a) watches, jewellery, articles of gold silver or other precious metals, cameras and binoculars, mobile/portable phone, furs, trinkets, medals, coins, cash, cheques, travel tickets, cards, credit cards, stamps documents or securities of any kind.
- b) any item separately insured in any other policy.
- c) any item which is the subject matter of any theft burglary or housebreaking or any attempt thereof of any kind unless proper and adequate precautions have been taken by the Insured for closing and locking all windows, doors as well as lockers, if any, involved.
- d) any item which is the subject matter of any consequential loss or damage of any kind of any description howsoever arising.
- e) Any item as a result, arising out of or otherwise in connection with any fire caused by any misuse faculty design or workmanship or any construction of any personal effect in question which is defective or unsound in any respect.

6. SECTION 5 – HOLE IN ONE

Cover

The Company will pay the Insured up to the sum stated in the Limits of Liability specified in the Schedule as the cost of hospitality in a golf club resulting from the Insured achieving a Hole-In-One whilst playing in a competition or friendly game at any Golf Course or Driving Range within the Territorial Limits. The Insured shall supply to the Company a properly authenticated certificate issued by the Golf Course or Driving Range supporting or evidencing such achievement during the Period of Insurance.

7. SECTION 6 – CURTAILMENT OF GOLF TOURNAMENT

7.1 Definition

1. "Golf Tournament" means golf competition for medal or cash prize, offered to the public or a section of the public, among a number of players organised by a golf club or other organizations.
2. "Immediate Family Member" means the Insured's spouse, children and parents and parents-in-law residing in Hong Kong.
3. "Serious Bodily Injury or Sickness" shall mean, when applied to the Insured, is one which requires immediate treatment by a physician and which results in the Insured being certified by that physician as being dangerous to life and requiring immediate medical treatment and unfit to travel or continue with his/her original journey. When applied to Immediate Family Member, it shall mean injury or sickness certified as being dangerous to life and requiring immediate medical treatment by physician and which actually results in the Insured's discontinuation of the journey.

7.2 Cover

The Company will indemnify the Insured up to the sum stated in the Limits of Liability specified in the Schedule against additional public transportation expenses (based on economy class fare for any transportation media available to the general public) and proportional return of the irrecoverable prepaid cost of the planned journey for Golf Tournament outside Hong Kong as shown on the booking invoice, calculated on a pro rata basis for each complete day of the journey lost after the commencement of the journey in the case that the Insured must return directly to Hong Kong as a result of death or Serious Bodily Injury or Sickness of the Insured or the Insured's Immediate Family Member.

7.3 Exceptions to Section 6

This insurance does not apply if the medical or physical conditions affecting the Insured or the Insured's Immediate Family Member is known or can with reasonable diligence be known to exist before the commencement of the journey.

8. GENERAL EXCEPTIONS (APPLICABLE TO ALL SECTIONS)

8.1 This policy does not cover loss or damage to any property or death or bodily injury or expenses or any consequential loss or liability directly or indirectly caused by or contributed to by or arising from :-

1. (i) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (ii) any act of terrorism.

For the purpose of this Exception 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, ethnic 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 Exception 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 (i) and/or (ii) above.

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



2. (i) biological or chemical contamination
(ii) 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, ethnic or similar 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 i)"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 policy the burden of proving the contrary shall be upon the Insured.

3. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - i) ionizing radiations 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.
 - ii) nuclear weapons material.
4. any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.

8.2 Cyber Risks Exclusion

Property damage covered under this policy shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this policy :

- (i) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
- (ii) Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

8.3 Radioactive Exclusion Clause

This insurance does not cover loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with nuclear energy or radioactivity of any kind including but not limited to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- (iii) any weapon or other device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

8.4 Sanction Exclusion

Notwithstanding anything to the contrary in the Policy the following shall apply:

If, by virtue of any law or regulation which is applicable to the Company at the inception of this Policy or becomes applicable at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United States of America or The People's Republic of China/Hong Kong SAR, that the Company shall provide no coverage or benefit or have no liability whatsoever to the Insured, to the extent that it would be in breach of such law or regulation.

9. GENERAL CONDITIONS

- 9.1 The due observance and fulfillment of the Terms Conditions and Provisions of this Policy in so far as they relate to anything to be done or observed or complied with by the Insured and the truth of the statements and answers in the Proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.
- 9.2 The Insured shall
 - (i) take all reasonable precautions to prevent accidents, avoid injury to others or loss or damage to the property of others;
 - (ii) take all reasonable precautions for the safety of the property insured under this Policy generally, whether the same belongs to the Insured or others and;
 - (iii) comply with and observe all statutory obligations and regulations imposed by any authority or applicable law; whether in Hong Kong or elsewhere.
- 9.3 Unless specifically extended by the Company, cover under this Policy shall cease at the end of the Period of Insurance during which the Insured attains 76 years old.



- 9.4 No person under the age of 12 months (at the commencement date of the Period of Insurance) shall be insured under this policy unless specifically stated in the Policy Schedule.
- 9.5 In the case of any event happening or arising which may give rise to a claim under this Policy the Insured or the his legal personal representatives
- shall give immediate notice thereof in writing to the Company.
 - shall at your own expenses supply the Company with full particulars including those particulars as may be required by the Company at any time and from time to time in writing as soon as possible and not later than thirty (30) days after the occurrence and, in case of further requests being made, not later than fourteen (14) days upon any specific request by the Company thereafter.
 - if a claim may arise under Section 1 shall notify or 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.
 - in the case of claim under Section 2 shall without expense to the Company furnish to the Company all such certificates information and evidence in such form and of such nature as the Company may reasonably require at any time and from time to time for the purpose of ascertaining its liability and the Insured shall act upon medical or surgical advice as soon as practicable and submit to medical examination at the Company expense at any time and as often as the Company reasonably require.
 - In the case of loss of property under Section 3 or 4 shall report the case to the police or local authority immediately and in any event not later than 24 hours upon its discovery.
 - shall give the Company all such information and assistance as the Company may reasonably at any time and from time to time require.
- 9.6 The Company shall be entitled
- to take over and conduct in the name of the Insured the defence or settlement of any claim against the Insured, without prejudice to any right of the Company at common law or accrued independent of the express terms, conditions and provisions of this Policy, and/or any claim by the Insured for indemnity or contribution or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.
 - to pay at any time to the Insured in respect of any one claim or number of claim 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 Limits of Liability 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 reasonably conducted by the Insured and recoverable or incurred in respect of the conduct of such claim or claims before the date of such payment.
- 9.7 If at the time of any event happening giving rise to any liability expenses loss or damage for which indemnity is provided under Section 1, 3, 4, 5 & 6 there shall be any other insurance against such liability expense loss or damage or any part thereof the Company shall not be liable for more than its ratable proportion thereof.
- 9.8 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 expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- 9.9 The Company may cancel this Policy at any time during the Period of Insurance by sending at least 7 days prior notice by way of Notice of Cancellation to the Insured at his/her last known address. The Insured will be entitled to a pro-rata refund of the premium corresponding to the unexpired portion of the Period of Insurance.

The Insured may cancel this Policy by sending written notice to the Company. Provided no claim has been made during the current Period of Insurance, the Insured shall be entitled to a return of premium less the premium calculated at the Company's short period rates as per table specified below for the period the Policy has been in force subject to a minimum premium of HK\$500 to be retained by the Company.

<u>Period of Insurance already covered</u>	<u>Refund Premium</u>
Not Exceeding 1 month	90% of premium paid
2 months	80% of premium paid
3 months	70% of premium paid
4 months	60% of premium paid
5 months	50% of premium paid
6 months	40% of premium paid
7 months	30% of premium paid
8 months	20% of premium paid
9 months	10% of premium paid
Over 9 months	No refund

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



Personal Information Collection Statement

1. From time to time, it is necessary for you to supply FWD General Insurance Company Limited (the "Company") with personal information and particulars in connection with the provision, continuation and administration of insurance or other financial services and products by the Company. Failure to provide the necessary information and particulars may result in the Company being unable to provide or continue to provide these services and products to you.
2. The Company may also generate and compile information about you. Personal information and particulars provided by you and all information generated and compiled by the Company about you from time to time is collectively referred to as "Your Personal Data".
3. The purposes for which Your Personal Data may be used are as follows:
 - (i) offering and providing services and products to you, and administering, implementing, maintaining, managing and operating such services and products which may include, without limitation, insurance, financial and wealth management services and products;
 - (ii) processing, assessing and determining any applications or requests made by you in connection with the Company's services or products, issuing or arranging insurance contracts and maintaining your account with the Company;
 - (iii) designing insurance and other financial services and products for customers;
 - (iv) marketing services and products to you (please see further details in paragraphs 5 to 8 below);
 - (v) operating, maintaining and providing subsequent services in relation to the applications for services and/or products;
 - (vi) creating and maintaining the credit and risk related models of the Company;
 - (vii) processing and implementing payment instructions;
 - (viii) determining any amount of indebtedness owing to or from you, and collecting and recovering any amount owing from you or any person who has provided any security or undertaking for your liabilities;
 - (ix) exercising any rights that the Company may have in connection with the services and/or products provided to you;
 - (x) verifying and conducting any eligibility, credit, physical, medical, security, underwriting and/or identity checks in connection with provision of services or products;
 - (xi) any purposes in connection with any claims made by or against or otherwise involving you in respect of any services and/or products provided by the Company, including, without limitation, making, defending, analysing, investigating, processing, assessing, determining, responding to, resolving or settling such claims;
 - (xii) performing policy review and needs analysis (whether or not on a regular basis);
 - (xiii) meeting disclosure obligations or requirements imposed by or for the purposes of any law, rules, regulations, codes of practice or guidelines (whether applicable in or outside Hong Kong) binding on the Company or any of its subsidiaries, holding companies, associated or affiliated companies of, or companies controlled by, or under common control with the Company (collectively, "the Group") including, without limitation, making disclosure to any legal, regulatory, governmental, tax, law enforcement or other authorities, self-regulatory or industry bodies such as federations or associations of insurers;
 - (xiv) meeting any present or future contractual or other commitment with any legal, regulatory, governmental, tax, law enforcement or other authorities, self-regulatory or industry bodies such as federations or associations of insurers in Hong Kong or any other jurisdictions that is assumed by or imposed on the Company or any member of the Group by reason of its financial, commercial, business or other interests or activities in or related to the relevant jurisdiction;
 - (xv) complying with any obligations, requirements, policies, procedures, measures or arrangement for sharing data and information within the Group and/or other use of data and information in accordance with any group-wide programmes from time to time for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities; and
 - (xvi) fulfilling any other purposes directly related to (i) to (xv) above.
4. To facilitate the purposes set out in paragraph 3 above, the Company may transfer, disclose, grant access to or share Your Personal Data with the following parties (whether within or outside Hong Kong) and Your Personal Data may be transferred outside Hong Kong:
 - (i) members of the Group;
 - (ii) any person or company which is acting for or on behalf of the Company, or jointly with the Company, in respect of a purpose or a directly related purpose for which Your Personal Data was provided;
 - (iii) any person or company which is under a duty of confidentiality to the Company and has undertaken to keep such information confidential, provided that such person or company has a legitimate right to access such information (e.g. professional advisors of the Company);
 - (iv) any person or company carrying on insurance-related and/or reinsurance-related business which is engaged by the Company in connection with the Company's business;
 - (v) any physicians, hospitals, clinics, medical practitioners, laboratories, technicians, loss adjusters, risk intelligence providers, claim investigation companies, administrators or other professional advisors which are engaged by the Company in connection with the Company's business;
 - (vi) any business partners of the Company ("Our Partners");
 - (vii) any agents, contractors or service providers which provide administrative, credit reference, debt collection, telecommunications, computer, payment, printing, redemption or other services in relation to the operation of businesses of the Company; and/or
 - (viii) any person or company to whom the Company or the Group is under an obligation or otherwise required or expected to make disclosure under the requirements of any law, rules, regulations, codes of practice or guidelines (whether applicable in or outside Hong Kong) including, without limitation, any legal, regulatory, governmental, tax, law enforcement or other authorities, self-regulatory or industry bodies such as federations or associations of insurers.
5. The Company is allowed to (i) use Your Personal Data in direct marketing only if you consent or do not object, or (ii) provide Your Personal Data to another person or company for its use in direct marketing only if you consent or do not object in writing.
6. In connection with direct marketing, the Company intends:
 - (i) to use your name, contact details, services and products portfolio information, financial background and demographic data held by the Company from time to time in direct marketing;
 - (ii) to market the following classes of services and products offered by the Company, other members of the Group and/or Our Partners from time to time:
 - a. insurance services and products;
 - b. wealth management services and products;
 - c. financial services and products;
 - d. reward, loyalty or privileges programmes and related services and products; and
 - e. donations and contributions for charitable and/or non-profit making purposes.
 - (iii) to provide Your Personal Data described in paragraph 6(i) above to any members of the Group and/or Our Partners for their use in direct marketing the classes of services and products described in paragraph 6(ii) above.
7. **If you do NOT wish the Company to use Your Personal Data in direct marketing or provide Your Personal Data to other persons or companies for their use in direct marketing, you may write to the Company at the address below to opt out from direct marketing at any time.**
8. You may also write to the Company at the address below to opt out from direct marketing at any time.
9. Under the Personal Data (Privacy) Ordinance:
 - (i) you have the right to request access to Your Personal Data held by the Company and request correction of any of Your Personal Data which is incorrect; and
 - (ii) the Company has the right to charge you a reasonable fee for processing and complying with your data access request.
10. Requests for access to or correction of Your Personal Data should be made in writing to:

Corporate Data Protection Officer
FWD General Insurance Company Limited
1st Floor, FWD Financial Centre
308 Des Voeux Road Central
Hong Kong
- Should you have any queries, please do not hesitate to call our Customer Service Hotline 3123 3123.
11. In case of discrepancies between the English and Chinese versions, the English version shall apply and prevail.

收集個人資料聲明

1. 在富衛保險有限公司（「本公司」）提供、延續及管理保險或其他金融服務及產品時，閣下需要不時向本公司提供個人資料及詳情。如未能提供所需資料及詳情，可能會導致本公司無法向閣下提供或繼續提供有關服務及產品。
2. 本公司亦可製作及匯編與閣下有關於閣下的資料。閣下提供的個人資料及詳情以及本公司不時製作及匯編與閣下有關於閣下的所有資料，以下統稱為「閣下的個人資料」。
3. 閣下的個人資料可能用於以下用途：
 - (i) 向閣下要約及提供服務及產品，管理、執行、維持、處理及運作有關服務及產品，包括但不限於保險、金融及財富管理服務及產品；
 - (ii) 處理、評估及決定閣下就本公司的服務或產品而提出的任何申請或要求；發出或安排保險合約，以及維持閣下在本公司的賬戶；
 - (iii) 為客戶設計保險及其他金融服務及產品；
 - (iv) 向閣下提供服務及產品銷售（有關詳情，請參閱下文第 5 至 8 段）；
 - (v) 運作、維持有關申請之服務及／或產品及提供相關之後續服務；
 - (vi) 建立及維持本公司的信貸及風險相關模型；
 - (vii) 處理及執行付款指示；
 - (viii) 釐訂任何欠付閣下或閣下所欠的負債金額，及向閣下或任何為閣下的債務提供擔保或承諾的人士收取及追討欠款；
 - (ix) 行使本公司就向閣下提供服務及／或產品而可能享有的任何權利；
 - (x) 就提供之服務或產品作出及進行資格、信貸、身體、醫療、擔保、承保及／或身份核証；
 - (xi) 用於任何因本公司提供的產品及／或服務而由閣下提出或本公司對閣下提出的申索，包括但不限於作出、抗辯、分析、調查、處理、評核、決定、回應、解決或和解有關申索；
 - (xii) 進行保單審閱及需求分析（不論是否定期進行）；
 - (xiii) 本公司或其任何附屬公司、控股公司、聯營或聯屬公司，或本公司控制的公司或與本公司受共同控制的公司（統稱「本集團」）根據任何法律、規則、規例、實務守則或指引（不論在香港境內或境外適用）要求而須作出披露，包括但不限於向任何法定機構、監管機構、政府機構、稅務機構、執法機構或其他機構、獨立監管或行業團體（如保險業聯會或協會等）作出披露；
 - (xiv) 履行任何本公司或本集團任何成員機構現有或將來之合約義務或與其他在香港或其他區域的法定機構、監管機構、政府機構、稅務機構、執法機構或其他機構、獨立監管或行業團體（如保險業聯會或協會等），因其相關之金融、商業、業務或其他利益或活動而承擔之義務；
 - (xv) 遵守任何於本集團內進行的數據及資料共享及／或其他數據及資料用途的責任、要求、政策、程序、措施或安排以符合任何制裁、防止或偵查洗黑錢、恐怖分子資金籌集或其他非法活動；及
 - (xvi) 履行與上文第(i)至(xv)段直接有關的其他用途。
4. 為達成上文第 3 段列出的用途，本公司可能將閣下的個人資料轉移、披露、讓其查閱或與以下各方（不論在香港境內或境外者）共同使用，而閣下的個人資料有可能被轉移往香港境外：
 - (i) 本集團的成員機構；
 - (ii) 任何人士或公司受本公司指示或代表本公司或與本公司共同處理閣下提供的個人資料以達到提供有關資料之目的或直接相關之目的；
 - (iii) 對本公司負有保密責任並承諾將有關資料保密的任何人士或公司，而此人士或公司須有合法權利查閱有關資料（例如：本公司的專業顧問）；
 - (iv) 任何因本公司業務而聘用之經營保險相關及／或再保險相關業務之人士或公司；
 - (v) 任何因本公司業務而聘用的治療師、醫院、診所、醫生、化驗所、技師、損失理算人、風險情報供應商、索賠調查公司、行政管理人士或其他專業顧問；
 - (vi) 任何本公司的業務夥伴（「本公司之夥伴」）；
 - (vii) 向本公司之經營業務提供行政、信貸資料庫、債務追討、電訊、電腦、付款、印刷、贖回或其他服務的任何代理人、承包商或服務供應商；及／或
 - (viii) 任何本公司或本集團負有責任或須要或預期要根據任何法律、規則、規例、實務守則或指引（不論在香港境內或境外適用）作出披露的人士或公司，包括但不限於任何法律機構、監管機構、政府機構、稅務機構、執法機構或其他機構、獨立監管或行業團體（如保險業聯會或協會等）。
5. 容許本公司 (i) 在閣下同意或不反對的情況下，使用閣下的個人資料作直接促銷用途，或 (ii) 在閣下以書面方式同意或不反對的情況下，將閣下的個人資料提供予其他人士或公司作其直接促銷用途。
6. 就直接促銷而言，本公司擬：
 - (i) 使用本公司不時持有的閣下姓名、聯絡資料、服務及產品組合資料、財務背景及人口統計資料作直接促銷用途；
 - (ii) 銷售本公司、本集團其他成員機構及／或本公司之夥伴不時提供的下列服務及產品：
 - a. 保險服務及產品；
 - b. 財富管理服務及產品；
 - c. 金融服務及產品；
 - d. 獎賞、客戶忠誠或優惠計劃及相關服務及產品；及
 - e. 為慈善及／或非牟利用途的捐款及捐贈。
 - (iii) 將上文第 6(i)段所載閣下的個人資料提供予本集團成員機構及／或本公司之夥伴，讓其用於直接促銷上文第 6(ii)段所載的服務或產品。
7. **若閣下不希望本公司使用閣下的個人資料，或將閣下的個人資料提供予其他人士或公司作直接促銷用途，閣下可於任何時間致函本公司以下地址，藉以拒絕直接促銷。**
8. 閣下亦可於任何時間致函本公司以下地址，藉以拒絕直接促銷。
9. 根據《個人資料（私隱）條例》：
 - (i) 閣下有權要求查閱本公司所持有閣下的個人資料，並要求改正閣下的不正確個人資料；及
 - (ii) 本公司有權就處理及遵行閣下的查閱資料要求而收取合理費用。
10. 查閱或改正閣下的個人資料要求，應以書面形式向下列人士提出：

資料保護主任
富衛保險有限公司
香港德輔道中 308 號富衛金融中心 1 樓

如閣下有任何疑問，敬請致電本公司之客戶服務熱線 3123 3123。
11. 中英文本如有歧異，概以英文本為準。