



**Sun Flower Insurance Brokers Limited**

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

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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.

# EMPLOYEES' COMPENSATION INSURANCE POLICY

Specimen

**招商局 保險 有 限 公 司**

**CHINA MERCHANTS INSURANCE COMPANY LIMITED**

香港黃竹坑道 8 號 South Island Place 2303-04 室

Suites 2303-04, 23/F., South Island Place, 8 Wong Chuk Hang Road, Hong Kong.

Tel 電話: 2890 5940 Fax 傳真: 2576 2292 Email 電郵: cmi@cmhk.com Website 網址: www.cm-insurance.com





*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 China Merchants 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.



### China Merchants Insurance Company Limited - Personal Information Collection Statement

China Merchants Insurance Company Limited ("the Company") may use the personal data the Company collect about you for the following purposes:

#### **Insurance Services (mandatory)**

- (i) processing, assessing, and determining of applications for any insurance products and daily operation of the related services;
- (ii) administering, processing and assessing your insurance policy and providing services in relation to your insurance policy;
- (iii) any alterations, variations, cancellation or renewal of any insurance and related services;
- (iv) investigating, analyzing, processing and paying claims made under your insurance policy;
- (v) invoicing and collecting premiums and outstanding amounts from you;
- (vi) exercising the Company's right under the insurance policy including right of subrogation, if applicable;
- (vii) contacting you for any of the above purposes;
- (viii) other ancillary purposes which are directly related to the above purposes; and
- (ix) complying with the requirements under any law and regulation, industry codes, guidelines, requests from regulators, industry bodies, government agencies and court order.

The personal data you provide to the Company may be provided or transferred to the following parties in Hong Kong or outside of Hong Kong for the purposes set out in the above paragraph:

- (a) any agent, advisor, contractor or third party service provider who provides administrative, telecommunications, computer, payment, debt collection, security, data processing or storage or related services or any other company carrying on insurance or reinsurance related business, or an intermediary, or a claim or investigation or other service provider providing services relevant to insurance business, for any of the above or related purposes;
- (b) any association, federation or similar organization of insurance companies ("Federation") that exists or is formed from time to time for any of the above or related purposes or to enable the Federation to carry out its regulatory functions or such other functions that may be assigned to the Federation from time to time and are reasonably required in the interest of the insurance industry or any member(s) of the Federation;
- (c) any members of the Federation by the Federation for any of the above or related purposes;
- (d) regulators;
- (e) lawyers;
- (f) auditors; and
- (g) The Company's related companies (as defined in the Companies Ordinance).

If you do not agree to the use of your personal data for above purposes, it would not be possible for the Company to process your application and render the services.

You have the right to ascertain the Company's policies and practices in relation to personal data, obtain access to and to request correction of any personal information concerning yourself held by the Company. To process the said request, the Company has the right to charge a reasonable administrative fee. Requests for such access or correction can be made in writing to the Data Protection Officer, China Merchants Insurance Company Limited, Suites 2303-04, 23/F., South Island Place, 8 Wong Chuk Hang Road, Hong Kong. Fax: (852)2576 2292.

If you do not want to receive any sale or marketing of any of the products or services from the Company at any time, you may also contact the Company's Data Protection Officer.

[English version shall prevail should there be any discrepancies between the English and Chinese version of this statement]



### 招商局保險有限公司- 收集個人資料聲明

招商局保險有限公司 (本公司) 將所收集閣下的個人資料, 可能用作下列的用途:

#### 保險服務 (必須)

- (i) 處理、評核及確定任何保險產品之申請, 及有關服務之日常運作;
- (ii) 執行、處理及評核閣下的保單及為閣下的保單提供相關服務;
- (iii) 有關保險產品及服務的任何更改、變更、取消或續保;
- (iv) 閣下保單索償的調查、分析、處理及賠償;
- (v) 發出保費通知、收集保費和未償還款項;
- (vi) 行使本公司有關保險單賦予的任何權利包括代位權, 如適用;
- (vii) 為上述任何用途與閣下聯絡;
- (viii) 與上述用途直接有關之其他附帶的目的;
- (ix) 遵守及符合任何法例及條例規定的要求、行業守則、指引、監管機構、相關行業認可機構、政府機構及法庭頒令的要求。

閣下向本公司提供的個人資料可能會提供或轉移予下列各方在香港或香港以外單位作前段所述的用途:

- (a) 任何代理、諮詢人、承辦商或提供行政、電訊、電腦、付賬、債務追討、保安、數據處理或儲存或有關服務的第三者服務供應人或任何其他從事與保險或再保險業務有關的公司, 或中介人, 或索償或調查或其他提供與保險業務有關的服務供應人, 以達到任何上述或有關的用途;
- (b) 現存或不時成立之任何保險公司協會或聯會或類同組織 (聯會), 以達到任何上述或有關的用途, 或以便聯會執行其監管職能, 或其他基於保險業或任何聯會會員的利益而不時在合理要求下賦予聯會的職能;
- (c) 或透過聯會提供予任何聯會的會員, 以達到任何上述或有關的用途;
- (d) 監管機構;
- (e) 執業律師;
- (f) 認可核數師; 及
- (g) 本公司的關連公司 (以「公司條例」內的定義為準)。

如果閣下不同意本公司使用閣下的個人資料於上述用途上, 本公司可能不能處理閣下之申請及為閣下提供服務。

閣下有權查明本公司就個人資料的政策和實務, 並有權要求查閱及更正由本公司持有有關閣下的個人資料, 而本公司有權就閣下的要求收取合理的行政費用。有關查閱或更正的要求, 可致函香港黃竹坑道 8 號 South Island Place 23 樓 2303-04 室, 傳真: (852) 2576 2292 向招商局保險有限公司資料保護主任提出。

如閣下於任何時間不欲收取本公司的任何產品或服務的任何銷售或推廣, 閣下亦可聯絡上述資料保護主任。

[中文譯本僅供參考, 文義如與英文本有歧異, 概以英文版為準。]



#### **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](http://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.