

BUILDING OWNERS' CORPORATION THIRD PARTY LIABILITY INSURANCE POLICY

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

This Policy, the Schedule and any memoranda thereon or endorsement thereto shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or Schedule shall bear such specific meaning wherever it may appear.

THE INSURED AND THE COMPANY AGREE

- (a) The Proposal shall be incorporated into and form the basis of the contract.
- (b) The Insured will pay the Premium specified in the Schedule.
- (c) The Company will provide insurance subject to the limits, terms, conditions and exclusions of this Policy in respect of any insured event occurring during the Period of Insurance.
- (d) The due observance and fulfilment of the terms, conditions and endorsements of this Policy relating to anything to be done or not to be done or to be complied with by the Insured; and the truth of the contents and statements in the Proposal, shall be conditions precedent to any liability of the Company under this Policy.

INSURING CLAUSES

Section 1 - Death or Bodily Injury

THE COMPANY WILL indemnify the Insured against legal liability for damages in respect of accidental Injury to or death of third parties occurring within the Geographical Limit during the Period of Insurance in connection with the Business of the Insured.

In respect of a claim for damages to which the indemnity expressed in this Policy applies, **THE COMPANY WILL ALSO** indemnify the Insured against:

- (a) all costs and expenses of litigation recovered by any claimant from the Insured,
- (b) all costs and expenses of litigation reasonably incurred with the written consent of the Company.

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.

Section 2 - Damage to Property

(This Section is optional and is operative only if it is stated in the Policy Schedule)

THE COMPANY WILL indemnify the Insured against legal liability for damages in respect of accidental Damage to tangible property belonging to third parties occurring within the Geographical Limit during the Period of Insurance in connection with the Business of the Insured.

In respect of a claim for damages to which the indemnity expressed in this Policy applies, **THE COMPANY WILL ALSO** indemnify the Insured against:

- (a) all costs and expenses of litigation recovered by any claimant from the Insured,
- (b) all costs and expenses of litigation reasonably incurred with the written consent of the Company.

DEFINITIONS

For the purposes of this Policy:

1. "The Business" means the Insured's operation as an owners' corporation in connection with the common parts of the building(s) as specified in the Schedule and no others. For the purpose of this definition, "corporation" and "common parts" shall have the meaning as defined under section 2 of the Ordinance.

2. "The Company" means **CMB WING LUNG INSURANCE COMPANY LIMITED**
3. "Damage" means physical loss or damage, including resultant loss of use of the property physically lost or damaged. All such loss of use shall be deemed to occur at the time of the loss or damage giving rise thereto.
4. "Event" means one occurrence or all occurrences of a series consequent on or attributable to one source or original cause.
5. "Excess" means the amount which shall be payable by the Insured before the Company shall be liable to make any payment in respect of any claim or claims otherwise indemnifiable under this Policy.
6. "Financial Loss" means any pecuniary loss, cost or expense unaccompanied by death, Injury or Damage.
7. "Geographical Limit" means the territorial limits of Hong Kong.
8. "Hong Kong" means the Hong Kong Special Administrative Region.
9. "Injury" means bodily injury and includes, disease or illness.
10. "The Insured" means the owners' corporation of the building(s) specified in the Schedule.
11. "The Ordinance" means the Building Management Ordinance (Cap. 344) and its subsidiary legislation and regulations.
12. "The Policy" means this Building Owners' Corporation Third Party Liability 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 wherever it may appear.
13. "Pollutant" means any solid, liquid, biological, radiological, gaseous or thermal irritant or contaminant whether occurring naturally or otherwise including but is not limited to asbestos, smoke, vapour, soot, fume, fibre, mould, spore, fungus, germ, bacteria, virus, acids, alkalis, chemicals, nuclear or radioactive material of any sort, sewage and waste. Waste includes but is not limited to material to be recycled, reconditioned or reclaimed.
14. "Products" means all commodities, goods or products manufactured, sold, tested, processed or supplied (including those supplied as part of any service, rendered or contract work executed) by the Insured including any containers, packaging and instructions supplied therewith.
15. "The Proposal" 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.

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

The limit of the Company's liability for damages (including interest) and claimant's costs and expenses in respect of or arising out of any one Event in any one Period of Insurance shall not exceed the Limit of Indemnity (as specified below) irrespective of the number of parties entitled to indemnity under this Policy.

The Company will also pay within the Limit of Indemnity all other costs and expenses of litigation incurred with its written consent.

Limit of Indemnity for any one Event
under Section 1 – Death or Bodily Injury: HKD10,000,000

Limit of Indemnity for any one Event
under Section 2 – Damage to Property: *As per the amount specified in the Schedule if insured*

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.

POLICY EXCESS CLAUSE

The Company shall not be liable for the amount of Excess if any as stated in the Schedule of this Policy in respect of each and every Event.

EXCEPTIONS

The Company shall not be liable under this Policy in respect of:

1. death, Injury or Damage caused by, arising out of or in connection with the ownership possession or use by or on behalf of the Insured or any person entitled to indemnity of any
 - (i) mechanically propelled vehicle and trailer attached thereto other than legal liability arising out of
 - the use of plant as a tool of trade on any site where the Insured is undertaking work where compulsory insurance or security in respect of legal liability to third party is not required by law
 - the use of plant at the premises of the Insured
 - the loading or unloading of any vehicleexcept where indemnity is provided by any motor insurance policy or by any other more specific insurance.
 - (ii) vessel, craft or device designed made or intended to float on or in or to travel through water air or space.
 - (iii) locomotives.
2. any liability required to be covered by a policy of insurance under section 6(1)(b) of the Motor Vehicles Insurance (Third Party Risks) Ordinance (Cap. 272).
3. any claim arising under the Employees' Compensation Ordinance (Cap. 282).
4. any liability arising out of a breach of any duty imposed by law in relation to
 - (i) any building within the meaning of the Buildings Ordinance (Cap. 123) erected in contravention of that ordinance; or
 - (ii) any building works or street works carried out in contravention of the Buildings Ordinance (Cap. 123),except in respect of all "designated exempted works" (as prescribed in the Building (Minor Works) Regulation) that has fulfilled the requirements of Section 39C(2), (3) and (4) of the Buildings Ordinance (Cap. 123).
5. any claim arising out of liability assumed by the Insured under agreement unless such liability would have attached in the absence of such agreement.
6. damage to
 - (i) any structure or land due or alleged to be due to vibration or to the withdrawal or weakening of or interference with the support.
 - (ii) property owned, leased, rented or occupied by the Insured.
 - (iii) property held in trust by or in the custody or control of the Insured other than premises at which the Insured is undertaking work in connection with the Business.
 - (iv) that part of any property worked upon by the Insured or any person acting on behalf of the Insured which arises out of such work.
7. death, Injury or Damage caused by, resulting from or in connection with remedial or professional or other advice, service or treatment (other than medical first aid treatment) given, exercised, administered, prepared, rendered or agreed by the Insured or by any person acting on behalf of the Insured and any neglect, error or omission connected therewith.
8. death, Injury or Damage caused by:-
 - (i) contractor(s) of the Insured;
 - (ii) subcontractor(s) of the aforesaid contractor(s); or
 - (iii) persons engaged in or upon the service of such contractor(s) or subcontractor(s).
9. death, Injury or Damage directly or indirectly caused by or arising out of Pollutants.
10. any claim, damages, cost and expense arising out of any direction or request whether governmental or otherwise that the Insured evaluate, test for, monitor, clean up, remove, control, contain, treat, detoxify or neutralise Pollutants.
11. any claim arising out of the nature or conditions of any Products.
12.
 - (i) fine or penalty.
 - (ii) punitive or exemplary damages awarded by any court and any costs or interests associated with any such award.
13. any loss, damage, cost and expense including consequential loss of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - (i) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, strike, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
 - (ii) any terrorist act including but not limited to
 - the use or threat of force violence and/or
 - harm or damage to life or to property (or the threat of such harm or damage) including but not limited to nuclear radiation and/or contamination by chemical and/or biological agentsby any person(s) or group(s) of persons committed for political, religious, ideological or similar purpose express or otherwise and/or to put the public or any section of the public in fear.
 - (iii) any action taken in controlling, preventing, suppressing or in any way relating to (i) or (ii) above.
 - (iv) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.

- (v) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- (vi) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- (vii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.
- (viii) any chemical, biological, bio-chemical or electromagnetic weapon.

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

14. any claim of whatsoever nature directly or indirectly caused by or contributed to by or arising from the Human Immune Deficiency Virus (HIV), the Acquired Immune Deficiency Syndrome Related Complex (ARC), the Acquired Immune Deficiency Syndrome (AIDS), any HIV, ARC or AIDS related virus complex or syndrome.
15. all claims and losses based upon arising out of directly or indirectly resulting from or in consequence of or any way involving:
 - (i) asbestos or
 - (ii) any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.
16. any Financial Loss.

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.

CLAIMS SETTLEMENT CONDITIONS

1. **Reporting and Notice.** In the event of any occurrence which may give rise to a claim under this Policy (regardless of any Excess) 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.

2. **Conduct of Claim.** 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 which shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. The Insured shall give all such assistance as the Company may require.
3. **Company's Rights.** The Insured shall pay on demand the amount of Excess to the Company prior to settlement of any claim.
4. **Company's Option.** In connection with any claim or series of claims made against the Insured consequent on or attributable to one source or original cause the Company may at any time after the deduction of any Excess pay to the Insured the Limit of Indemnity (after deduction of any sums already paid as damages, claimant's costs and expenses) or any lesser amount for which such claims can be settled and thereupon the Company shall relinquish the control of such claims and be under no further liability in connection therewith except for additional costs and expenses for which the Company may be responsible under this Policy in respect of matters prior to the date of such payment.
5. **Other Insurance.** If at the time of any claim under the Policy the Insured is or would but for the existence of this Policy be entitled to indemnity under any other policy or policies, the Company shall not be liable except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Policy not been effected.
6. **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.
7. **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

1. **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.
2. **Precautions.** The Insured shall take reasonable precautions to prevent death, Injury and Damage and to comply with all obligations and regulations set out in any legislation applicable or imposed by any authority and to maintain all buildings furnishings ways and works machinery and plant in sound condition. The Insured at his own expense shall cause any defect or danger to be made good or remedied as soon as possible after discovery and in the meantime shall cause such additional precautions to be taken as the circumstances may require.
3. **Change in Risks.** The Company shall not be liable if after this Policy has been effected the risk be increased from any cause whatsoever unless the Company has signified its assent thereto in writing.

4. **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.
5. **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.
6. **Cancellation.** This Policy may be terminated at any time at the request of the Insured, in which case the Company will retain the customary short period rate for the time the Policy has been in force. This Policy may also at any time be terminated at the option of the Company in which case the Company shall give seven days' written notice to the Insured to that effect and be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.
7. **Premium Adjustment.** If any part of the Premium or Renewal Premium is based on estimates furnished by the Insured the Insured shall keep an accurate record containing all relative particulars and shall allow the Company to inspect such record. The Insured shall within one month from the expiry of each Period of Insurance furnish such information as the Company may require. The Premium or Renewal Premium shall thereupon be adjusted and the difference paid by or allowed to the Insured.
8. **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 arbitrators, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. 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. **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.
10. **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.

CLAUSES / WARRANTY

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

L008A DATE RELATED PERFORMANCE AND FUNCTIONALITY CLAUSE

This policy does not cover DAMAGE and/or CONSEQUENTIAL LOSS directly or indirectly caused by or consisting of arising from the failure or inability of any computer, data processing equipment or media, microchip, embedded chip, integrated circuit or similar device or any computer software, whether the property of the insured or not, and whether occurring before, during or after the year 2000

1. correctly to recognize any date as its true calendar date
2. to capture save or retain, and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date
3. to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date.

however this exclusion shall not apply to any claim for subsequent loss destruction or damage to any property or consequential loss which itself results from a Defined Perils but only to the extent that such claim would otherwise be insured under this Policy.

For the purpose of this Clause, Defined Perils shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, subterranean fire, storm, tempest, flood, escape of water from any tank apparatus or pipe, impact by any vehicle or vessel or by goods falling therefrom or animal.

Subject otherwise to the Terms, Conditions & Exceptions of this Policy.

L015A I.T. CLARIFICATION CLAUSE

It is hereby noted and agreed that property damage covered under this insurance 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 Insurance:

- a. 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.
- b. 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.

L027A TERRORISM EXCLUSION CLAUSE FOR CONTAMINATION AND EXPLOSIVES ENDORSEMENT

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

- a) biological or chemical contamination
- b) Missiles, bombs, grenades, explosives
- c) Chemical or biological substances which are not used for peaceful means

due to any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section the public, in fear.

For the purpose of a) "contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

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

L028A TERRORISM EXCLUSION ENDORSEMENT

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

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

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

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

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

網上索償/eClaim



招商永隆保險有限公司

CMB Wing Lung Insurance Company Limited

招商局集團成員公司

A Member Company of China Merchants Group

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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(ii) 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