



TERMS OF BUSINESS AGREEMENT

Hanson Insurance Brokers Limited

1. INTRODUCTION

We, Hanson Insurance Brokers Limited, are a licensed insurance broker authorised by the Insurance Authority to operate in Hong Kong. Our Insurance Broker Company Licence No. is FB1446. Our registered office is 35/F, Morrison Plaza, 9 Morrison Hill Road, Wan Chai, Hong Kong.

References to 'insurance' and 'insurers' in these terms of business agreement may include reinsurance and reinsurers.

Please read this document with care. The intention of this document is to clearly and concisely establish the basis of our relationship with you and the services that we will provide in respect of each insurance contract that we arrange on your behalf, unless there is a more specific agreement in writing between us. If you do not wish our relationship to be governed in this way please advise us accordingly as otherwise we shall proceed on the basis that we have your informed consent to the terms of this agreement alone.

We will always exercise the skill and care expected of a prudent and professional insurance broker in providing independent advice, placing insurance business and collecting claims payments when appointed to act on such a basis.

Our intention in issuing this document is also to highlight the important practices and procedures which we need to employ in acting as your agent as well as to provide you with more general information on the service we provide.

This document supersedes any terms of business agreement that we may have previously sent to you.

In the following sections, we in particular wish to have your attention on the sections as follows:

- Insurance Placement;
- Claims Procedures;
- Your Duty of Disclosure;
- Our Remuneration;
- Our Limitation of Liability;
- Client Monies.

2. SERVICES

INSURANCE PLACING

We will act in the best interests of our clients at all times, whilst having regard to our legal and regulatory obligations.

Before commencing negotiations with insurers, we aim to establish a proper understanding of your insurance requirements. Only then will we seek to negotiate and secure competitive indications and quotations for insurance that provides a level of coverage, which, in our opinion, is as suitable as possible for you.

We usually offer and arrange cover with a limited number of insurers selected on the basis of our knowledge and experience of the market, the products available and our strategy to deal with insurers with whom we can develop trading relationships to our client's advantage.

We will take diligent steps to implement instructions in a timely fashion and attempt to place all of the required insurance before the intended date of inception, renewal or extension of insurance cover, confirming to you prior to such date the coverage which is in place. Any inability to fulfill your instructions will be brought to your immediate attention.

CLIENT DOCUMENTATION

Upon completion of the insurance arrangement(s) on your behalf, we will provide you with written confirmation. This will be followed by the appropriate documentation to provide you with formal confirmation of the insurance cover we have arranged and the amount of premium payable.

We will issue an Evidence of Insurance which may take the form of an Insurer Document (such as a copy of the placing contract and/or a formal policy document or certificate) or a broker insurance document which provides confirmation of the terms of the insurance contract we have arranged and the insurer(s) or market with whom the risk has been placed.

You should check the documentation and satisfy yourself that it is entirely in accordance with your understanding and instructions. Anything at variance with your understanding and instructions should be advised to us immediately. Otherwise, we will assume that the documentation is in order.

In circumstances where we issue a Debit Note, this will show the premium, or fee and where relevant, any tax(es) to be remitted to appropriate authorities through ourselves. Tax(es) which may be deducted from the premium payable will also be shown. Please refer to the 'Taxes, Duties and Other Charges' section of this document for further information.

We will seek to obtain as soon as practicable the issuance of any insurance policy wording(s) which may be requested. Any amendments to the insurance contract must be requested in writing and will be confirmed by the issuance of an Addendum or Endorsement to the policy of insurance, unless such amendment is reflected within the issued documentation.

CLAIMS PROCEDURES

Unless otherwise instructed we will act as your representative in negotiations with insurers and will endeavour to ensure prompt and equitable settlement of all valid claims.

Details of claims or circumstances notifiable to the insurer(s) under the terms of the policy arranged must be advised to us or your insurer(s) in a timely manner in accordance with the terms and conditions of that policy. Where applicable, we or your insurers will provide you with written confirmation of the acceptance of the amount of the claim by the insurer(s) before issuing a claim payment advice to you and remitting monies direct to the appropriate party.

ELECTRONIC COMMERCE

We may transact business with you and other entities by a number of methods including electronic trading and as such we both accept the hazards intrinsic with communicating electronically, such as the infection by computer viruses, the corruption of data, and the possible breach of confidentiality by using a third-party service provider.

Whilst we both agree that we shall individually be responsible for and endeavour to ensure that such communication shall remain free from any such interference you will be responsible for ensuring that any and all correspondence sent to you electronically shall be virus checked. Furthermore, it shall be your responsibility to ensure that any messages sent by us to you are received complete and in the event of a dispute, you agree that our system shall be the definitive record of electronic communications and documentation.

SOLVENCY OF INSURERS

We will only place insurance with insurers who have been subject to a satisfactory review on their service standards and operational stability by us or for which you have given us specific approval. Whilst we use all reasonable endeavours to review such information accurately, solvency cannot be guaranteed. We neither accept responsibility for the insurer's financial standing and financial performance nor do we accept responsibility, in any circumstances and for whatever reason, should the insurer fail to fulfil its obligations to any party. The financial standing of insurer(s) can change after the insurance contract has inception, for example at the time of a claim or when a return premium becomes due.

USE OF OTHER INTERMEDIARIES

Where we consider it to be appropriate and for your benefit, it may be necessary for us to request another more localised or specialist broker or intermediary to act as our agent and assist us in the placement of an insurance contract. For example, many countries require the use of local intermediaries to access local insurance markets. In such cases, we will provide specific instructions to such intermediaries so as to meet your insurance requirements.

Please note that other intermediaries may be remunerated separately to us such as by a fee (agreed by you or us) or by way of brokerage from insurers.

PROPOSAL FORMS

Certain classes of insurance require the completion of a proposal form, questionnaire, claim form or equivalent document. Whilst we may give guidance regarding the completion of these documents, we cannot sign these documents for you. The policyholder must provide accurate and complete information. The provision of incorrect or incomplete information may result in the denial of a claim or avoidance of the insurance contract.

3. YOUR RESPONSIBILITY

YOUR DUTY OF DISCLOSURE

There is a legal obligation upon us to ensure that policyholders and intermediaries alike are made aware or reminded of the duty of disclosure and the consequences of its breach.

The duty of disclosure under Hong Kong law is a duty to pass on to the insurer(s) all material information relating to the risk under consideration. "Material" in this context refers to all information which may affect a prudent insurer's assessment of the risk including whether to accept the risk, the appropriate premium to be charged, and the terms to be imposed. If there is any doubt as to whether information is material it must be disclosed to insurers.

The duty of disclosure applies before the contract of insurance is concluded and continues for the duration of the contract including any extension or amendment to the insurance contract.

Failure to disclose relevant information may allow insurers to cancel coverage back to inception (ab initio). Insurers would also seek to secure reimbursement of any claims already paid. The duty of disclosure and the consequences of its breach may vary to a limited degree from the foregoing dependent upon the law(s) applicable to the insurance contract.

Please contact us immediately for assistance if you are unsure whether information may be material or you have not disclosed full and accurate information.

WARRANTIES/CONDITIONS/SUBJECTIVITIES

It is important that you comply with any warranties / conditions (whether express or implied) and if any are shown on any documentation provided to you by us or insurers, please ensure that you follow their requirements exactly. Failure to do so may render any claim void or enable insurers to terminate the policy from the date of that breach and in some instances from inception (ab initio).

Further, the existence of a subjectivity in an insurance contract may lead to that contract being invalidated or coverage prejudiced if the subjectivity remains outstanding. Whilst we will advise you of such terms we will look to you promptly to comply and to confirm that the subjectivity has been satisfied thus enabling it to be removed.

TAXES, DUTIES & OTHER SURCHARGES

Any insurance premium tax, duty or other surcharge which is payable in addition to the premium and which needs to be remitted to the appropriate authority by the insurers, or which is allowed by the insurers to be deducted from the premium payable, will be indicated on the premium debit note or invoice.

If a tax, duty or other surcharge becomes payable as a result of the contract that we have placed on your behalf and any such tax, duty or other surcharge is payable in excess of the Gross Premium or allowed to be deducted by you from the premium payable, it is your responsibility to ensure that it is remitted to the appropriate authority(ies), unless otherwise stated in our formal Debit Note.

PAYMENT TERMS

In order for us to meet the premium payment terms of the insurer(s), premiums must be settled to us immediately or otherwise by the payment date(s), either where specified in our Debit Note or in accordance with the contract terms and conditions or as specifically agreed. In certain circumstances, the insurer(s) will stipulate special premium payment terms which, if not met, may affect the validity of the insurance contract. We will advise you when these circumstances arise. We are not under any obligation to settle the premium by the payment date(s) to insurer(s) on your behalf.

PAYMENT METHODS

All payments should be made in the same currency in which they have been debited to you. Furthermore, all payments should, wherever possible, be made by cheque (or by Faster Payment System in Hong Kong) and not by cash, or by other arrangements specifically agreed otherwise.

4. CONFIDENTIALITY

Information which you provide to us will not be used or disclosed by us to other parties, except in the normal course of handling a contract of insurance or a claim on your behalf, unless we have obtained the necessary consent from you or where we are required to by law or by a regulatory body that has authority over us. We will take appropriate steps to maintain the security of your confidential documents and information which are in our possession.

5. COMPLAINTS

We strive to do everything to ensure that our clients receive the best possible service and accordingly, if you wish to make a complaint about our service you may do so by contacting any member of our staff by whatever means is convenient to you.

Upon receipt, our team of designated staff will handle such complaints made, endeavour to respond promptly to you and seek resolve in the matter.

6. DATA PROTECTION

We undertake to comply with the Personal Data (Privacy) Ordinance in all our dealings with your personal data. We may monitor or record telephone calls for quality assurance purposes. Your agreement to proceed with any insurance transaction through us shall constitute your consent to the Personal Information Collection Statement of us, a copy of which is enclosed hereunder. We automatically assume that you opt out from our use of your personal data for direct marketing purposes, unless you specify otherwise.

7. CLIENT MONEY

Money received from you, or to be paid to you, in relation to the insurance contracts we arrange on your behalf, (known as Client Money) will be held by us as your agent by way of a segregated account maintained with a bank as an authorised institution in the name of us and in the title of which the word "client" appears.

As Client Money is not our money, the Insurance Authority of Hong Kong stipulates on a rule of requiring that Client Money is kept separate from our own money and as permitted by the rules, we hold such money with an approved bank segregated in a client bank account designated as Client Account.

Our arrangement of such is compliant with Rule 6 of the Cap.41L (Financial and Other Requirements for Licensed Insurance Broker Companies) Rules and pursuant to Section 71 of the Cap.41 Insurance Ordinance.

Money that we receive from our clients (or from insurers) will be the client's property whilst we hold it. This means the premium in our custody is not treated as having been received by insurers until we actually pay it over. Similarly, claims money or return premiums received from insurers will be held on the client's behalf.

According to subrule (8) and (9) of the Cap.41L (Financial and Other Requirements for Licensed Insurance Broker Companies) Rules, we may withdraw commissions due from the relevant premium once received prior to onward payment provided that such commission withdrawal is permitted by the terms of business agreement with the insurance undertaking concerned.

The aim of the Client Account is to protect the client in the event of the failure of the firm, or the failure of the bank or a third party at which the Client Money may be held. In such a circumstance, the firm's general creditors should not be able to make claims on Client Money as it will not form part of the firm's property.

The fact that we will hold money on trust gives rise to fiduciary duties that will be owed to you until the Client Money reaches the insurer.

8. FINANCIAL CRIME

We are obliged to report to the appropriate regulatory authority such as the Joint Financial Intelligence Unit, Hong Kong any evidence or suspicion of financial crime, including money laundering, fraud and bribery, at the first opportunity and we may be prohibited from disclosing any such report.

You warrant that you will neither knowingly violate any local and international laws, rules and regulations relating to financial crime that apply to your operations nor cause us or any other Hanson Insurance Group Company to do so in relation to the services we provide.

If you require a payment to be made to a third party, then you must confirm the required payee name and details and provide a satisfactory explanation for your request.

9. REMUNERATION

Our usual remuneration is by way of brokerage, being a percentage of the premium charged by insurers in respect of the contract of insurance arranged by us or a fee which is agreed in advance with you for the services provided by us.

Occasionally, we may be asked to arrange facultative or treaty reinsurance for the insurers directly involved with your insurance. This placement is subject to a separate and distinct contract with its own terms and conditions including remuneration.

There are a number of other ways that we may be remunerated, including the payment of service fees and commissions by insurers in respect of a specified portfolio of business. Notwithstanding this, we understand our absolute responsibility to ensure that the clients' best interests are paramount when selecting an insurer.

In addition to the above, we advise that as a result of arranging insurance on your behalf, we may also receive additional income from interest earned on insurance monies passing through our bank accounts that we retain for our own use rather than pay to our clients.

We are committed to ensuring absolute transparency of our remuneration and so we will, at your request, fully disclose our remuneration including any income additional to the brokerage or agreed fee that we may receive directly as a result of the services provided by us relating to the insurance contract.

10. LIMITATION OF LIABILITY

We shall not be liable for any direct or indirect loss, damage, cost and/or expense resulting from our service provision or our failure in service provision unless such provision or failure arises directly from our negligence, wilful default or fraud, or from that of our directors, officers or employees.

We also shall not be liable for any consequential or special or punitive damages, loss of profit or loss of goodwill howsoever arising, or any non-performing of service by reason of any cause beyond its control (including but not limited to any breakdown/malfunction/failure of transmission, communication or computer facilities, industrial action, acts of god, acts and regulations of any government bodies or authorities or the failure of any relevant third party to perform required service to us).

If we are liable for any loss, damage, cost and/or expense resulting from our service provision or our failure in service provision arising directly from our negligence, wilful default or fraud, or from that of our directors, officers or employees, our maximum liability shall in all such circumstances be limited to an amount not exceeding HK\$11,000,000 any one claim and in the aggregate.

11. TERMINATION

Either party may terminate this agreement at any time by providing 14 days' written notice. In the event that our services are terminated by you, we will be entitled to receive any remuneration earned or payable at that date, including by set-off or otherwise. Neither party shall be required to provide a reason for termination.

Remuneration earned or payable to us at that date shall include brokerage due or to become due on further instalments of premium and any further instalments of fees which were to become payable.

We reserve the right not to continue to provide any services to you, including claims handling, after the date of termination of this agreement in the absence of a specific written agreement between us.

12. RIGHTS OF THIRD PARTIES

These terms of business are not intended to, nor do they, confer a benefit or remedy on any third party, whether by virtue of the Contracts (Rights of Third Parties) Ordinance or otherwise. Further, we may rescind or vary these terms of business as they apply to you, whether in whole or in part, without the consent of any third party.

13. GOVERNING LAW AND JURISDICTION

These terms of business shall be governed by and construed in accordance with Hong Kong law. In relation to any legal action or proceedings arising out of or in connection with these terms of business the parties irrevocably submit to the exclusive jurisdiction of the Courts in Hong Kong.

14. NOTICES

Any notice required to be given under this agreement, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier to the address as set out in the title page (or as otherwise specified) or to an email given in writing by that Party referring to this agreement, to each party required to receive the notice. A notice delivered by hand is served when delivered, a notice sent by first-class post is served 48 hours after posting, a notice by recorded delivery and commercial courier is served when a proof of receipt has been received and notice by email will be effective only if proof of receipt can be provided.

PERSONAL INFORMATION COLLECTION STATEMENT (HEREINAFTER REFERRED TO AS "THE STATEMENT")

In compliance with the Personal Data (Privacy) Ordinance (hereinafter referred to as "the Ordinance"), Hanson Insurance Brokers Limited (hereinafter referred to as "the Company") would like to inform you of the following:

1. From time to time, it is necessary for you to supply the Company with personal data in connection with the application for and provision of insurance products and services as well as the carrying out by the Company of other services relating to these insurance products and services. Failure to supply such data may result in the Company being unable to process your insurance applications or to provide or continue to provide the insurance products and services and/or the related services to you. Data may also be collected by the Company from you in the ordinary course of the Company's business, for example, when you lodge insurance claims with the Company or generally communicate verbally or in writing with the Company, by means of documentation or telephone recording system, as the case may be.

2. PURPOSES FOR COLLECTING PERSONAL DATA

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

- 1) processing applications for insurance products and services;
- 2) providing insurance products and services to you and processing requests made by you in relation to our insurance products and services, including but not limited to requests for addition, alteration or deletion of insurance coverage, setting up of direct debit facilities as well as cancellation, renewal, or reinstatement of insurance policies;
- 3) processing, adjudicating and defending insurance claims as well as conducting any incidental investigation;
- 4) performing functions and activities incidental to the provision of insurance products and services such as identity verification, data matching and reinsurance arrangement;
- 5) exercising the Company's rights in connection with the provision of insurance products and services to you from time to time, for example, to recover indebtedness from you;
- 6) designing insurance products and services with a view to improving the Company's service;
- 7) preparing statistics and conducting research;
- 8) marketing services, products and other subjects (please see further details in paragraph 4. of this Statement);
- 9) complying with the obligations, requirements and/or arrangements for disclosing and using data that bind on or apply to the Company or that it is expected to comply according to:
 - a) any law binding or applying to it within or outside the Hong Kong Special Administrative Region (hereinafter referred to as "Hong Kong") existing currently and in the future;
 - b) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of insurance or financial services providers within or outside Hong Kong existing currently and in the future; or
 - c) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of insurance or financial services providers that is assumed by or imposed on the Company by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations;
- 10) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information and/or any other use of data and information in accordance with any programs for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
- 11) enabling an actual or proposed assignee, transferee, participant or sub-participant of the Company's rights or business to evaluate the transaction intended to be the subject of the assignment, transfer, participation or sub-participation; and
- 12) any other purposes relating to the purposes listed above.

3. TRANSFER OF PERSONAL DATA

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

- 1) any agent, contractor or third party service provider who provides services to the Company in connection with the operation of its business including administrative, telecommunications, computer, payment, data processing, storage, investigation and debt collection services as well as other services incidental to the provision of insurance products and services by the Company (such as loss adjusters, claim investigators, debt collection agencies, data processing companies and professional advisors);
- 2) any other person or entity under a duty of confidentiality to the Company which has undertaken to keep such data confidential;
- 3) reinsurance companies with whom the Company has or proposes to have dealings;
- 4) any person or entity to whom the Company is under an obligation or otherwise required to make disclosure under the requirements of any law or rules, regulations, codes of practice, guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of insurance or financial services providers binding on or applying to the Company or with which the Company is expected to comply, or any disclosure pursuant to any contractual or other commitment of the Company with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of insurance or financial services providers, all of which may be within or outside Hong Kong and may be existing currently and in the future;
- 5) any actual or proposed assignee, transferee, participant or sub-participant of the Company's rights or business;
- 6) third party reward, loyalty, co-branding and privileges program providers;
- 7) co-branding partners of the Company; and
- 8) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Company engages for the purposes set out in paragraph 2.8) of this Statement.

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

4. USE OF PERSONAL DATA IN DIRECT MARKETING

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

- 1) the name, contact details, products and services portfolio information, transaction pattern and behavior, financial background and demographic data of you held by the Company from time to time may be used by the Company in direct marketing;
- 2) the following services, products and subjects may be marketed:
 - a) insurance and related services and products;
 - b) reward, loyalty or privileges programs and related services and products; and
 - c) services and products offered by the co-branding partners of the Company;
- 3) the above services, products and subjects may be provided by the Company and/or:
 - a) third party reward, loyalty, co-branding or privileges program providers; and/or
 - b) co-branding partners of the Company.

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

5. DATA ACCESS AND CORRECTION RIGHT

In accordance with the Ordinance, you have the right to check whether the Company holds personal data about you and to require the Company to provide a copy of such data (data access right) and to correct the data which is inaccurate. Such requests can be made in writing to the Corporate Data Protection Officer of the Company by mail to 35/F, Morrison Plaza, 9 Morrison Hill Road, Wan Chai, Hong Kong or by fax to (852)28917063.

6. You also have the right by writing to the Company's Data Protection Officer at the address or fax number provided in paragraph 5. of this Statement, to request for the kinds of personal data held by the Company.
7. The Company keeps your personal data only for a period reasonably necessary for any of the above purposes or as prescribed by the applicable laws or regulations.
8. Should you have any query with this Statement, please do not hesitate to contact our Data Protection Officer.
9. According to the Ordinance, the Company has the right to charge a reasonable fee for the processing of any data access request.
10. Nothing in this Statement shall limit the rights of the customers under the Ordinance.
11. The Company retains the right to change this Statement.

收集個人資料聲明(本文內簡稱為“本聲明”)

為依從個人資料(私隱)條例(本文內簡稱為“本條例”)，恒信保險經紀有限公司(本文內簡稱為“本公司”)特此通知閣下以下事項：

1. 在申請及接受保險產品及服務時，及當本公司提供與保險產品及服務相關之其他服務時，閣下有需要不時向本公司提供個人資料。若閣下未能提供該等資料，可能會令本公司無法處理閣下的保險申請或向閣下提供或繼續提供保險產品及服務及／或其他相關服務。本公司亦可能會在日常業務運作的過程向閣下收集資料，例如當閣下向本公司提出保險索償或當在一般情況下以口頭或書面形式與本公司溝通。

2. 個人資料收集目的

閣下的個人資料可能會用作下列用途：

- 1) 處理保險產品及服務時的申請；
- 2) 為閣下提供保險產品及服務及處理閣下就本公司的保險產品及服務提出的要求，包括但不限於要求增加、更改或刪除保障項目及範圍、訂立直接付款安排及保單取消、更新或復動申請；
- 3) 處理、判定保險索償及就索償抗辯，包括進行任何附帶調查；
- 4) 執行與所提供的保險產品及服務相關的功能及活動，如核實身份、資料核對及再保險之安排；
- 5) 行使本公司不時向閣下提供保險產品及服務而享有的權利，例如向閣下追討欠款；
- 6) 設計保險產品及服務以提升本公司的服務質素；
- 7) 製作數據及進行研究；
- 8) 營銷服務、產品及其他標的(詳情請參閱本聲明第4.段)；
- 9) 履行根據下列對本公司具有約束力或適用或期望其遵守的就披露及使用資料的義務、規定及／或安排：
 - a) 不論在香港特別行政區(本文內簡稱為“香港”)境內或境外及不論目前或將來存在的對其具法律約束力或適用的任何法律；
 - b) 不論在香港境內或境外及不論目前或將來存在的任何法律、監管、政府、稅務、執法或其他機關，或保險或金融服務供應商的自律監管或行業組織或協會所作出或發出的任何指引或指導；或
 - c) 本公司因其位於或跟相關本地或海外的法律、監管、政府、稅務、執法或其他機關，或保險或金融服務供應商的自律監管或行業組織或協會的司法管轄區有關的金融、商業、業務或其他利益或活動，而向該等本地或海外的法律、監管、政府、稅務、執法或其他機關，或有關的自律監管或行業組織或協會承擔或被彼等施加的任何目前或將來的合約或其他承諾；
- 10) 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於本公司內共用資料及資訊及／或資料及資訊的任何其他使用而指定的任何義務、要求、政策、程序、措施或安排；
- 11) 允許本公司的權益或業務的實際或建議承讓人、受讓人、參與人或附屬參與人，就擬涉及的轉讓、出讓、參與或附屬參與的交易進行評的；及
- 12) 與上述有關的其他用途。

3. 個人資料的轉移

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

- 1) 任何代理人、承辦人或就本公司之業務運作，包括行政、電訊、電腦、付款、資料處理、儲存、調查和收數服務，或就與保險產品及服務相關之其他服務，向本公司提供服務的第三方服務供應者(如公證行、理賠調查員、收數公司、資料處理公司及專業顧問)；
- 2) 任何對本公司負有保密責任的其他人士；
- 3) 與本公司有或將有商業往來的再保險公司；
- 4) 本公司為遵守任何法律規定，或根據法律、監管、政府、稅務、執法或其他機關，或保險或金融服務供應商的自律監管或行業組織或協會所作出或發出對本公司具有約束力或適用或期望其遵守的規則、規例、實務守則、指引或指導，或根據本公司向本地或外地的法律、監管、政府、稅務、執法或其他機關，或保險或金融服務供應商的自律監管或行業組織或協會的任何合約或其他承諾(以上不論於香港境內或境外及不論目前或將來存在的)，而有義務或以其他方式被要求向其作出披露的任何人士或機構；
- 5) 本公司的權益或業務的任何實際或建議承讓人、受讓人、參與人或附屬參與人；
- 6) 第三方獎賞、客戶或會員、品牌合作及優惠計劃供應商；
- 7) 本公司的品牌合作夥伴；及
- 8) 本公司為就本聲明第2.8)段所列明的用途而聘用的外判服務供應商(包括但不限於郵寄公司、電訊公司、電話銷售和直接促銷代理、電話服務中心、數據處理公司和資訊科技公司)。

該等資料可能被轉移至香港境外。

4. 在直接促銷中使用個人資料

本公司可能把閣下的個人資料用於直接促銷，除非本公司已取得閣下的同意(包括表示不反對)，否則本公司並不可以如此使用閣下的個人資料，但條例所指明信用的豁免情況除外。就此，請注意：

- 1) 本公司可能把本公司不時持有閣下的姓名、聯絡資料、產品及服務組合資料、交易模式及行為、財務背景及人口統計數據用於直銷；
- 2) 本公司可能就下列服務、產品及促銷標的進行促銷：
 - a) 保險及相關產品及服務；
 - b) 獎賞、客戶或會員或優惠計劃及相關服務及產品；及
 - c) 本公司的品牌合作夥伴提供之服務及產品；
- 3) 上述服務、產品及促銷標的可能由本公司及／或下列各方提供：
 - a) 第三方獎賞、客戶或會員、品牌合作及優惠計劃供應商；及／或
 - b) 本公司之品牌合作夥伴。

如閣下不希望本公司使用閣下的資料作上述直接促銷用途，閣下可通知本公司行使閣下的選擇權拒絕促銷。閣下可根據本聲明第5.段所提供的聯絡方法以書面向本公司的個人資料保障主任提出有關要求，或於有關的申請表格內向本公司表達閣下拒絕促銷的意願(如適用)。

5. 查閱及改正資料權利

根據條例規定，閣下有權查詢本公司是否持有閣下的個人資料及要求索取該等資料的複本，並要求本公司就不準確的資料作出改正。閣下如欲行使有關權利，請以書面郵寄至香港灣仔摩理臣山道9號天樂廣場35樓，或傳真至(852)28917063向本公司的個人資料保障主任提出。

閣下亦有權根據本聲明第5.段所提供的聯絡方法向本公司的個人資料保障主任索取本公司持有的個人資料的種類。

本公司只會根據上述任何用途上的合理需要或適用法例或規例規定的期間保存閣下的個人資料。

6. 如閣下對本聲明有任何疑問，請供本公司的個人資料保障主任聯絡。

7. 根據條例，本公司有權就辦理任何查閱資料要求收取合理費用。

8. 本聲明不會限制客戶在條例下所享有的權利。

9. 本公司保留修改本聲明的權利。

10. 本公司保留修改本聲明的權利。

11. 本公司保留修改本聲明的權利。