

Letter of Appointment (保險中介人聘請書)

Client / Insured : _____
Class of Insurance / Policy No. : All Classes of Insurance
Producing Broker : _____

I/We have appointed the above Producing Broker and Hanson Insurance Brokers Limited (hereinafter referred to as "HIB") as my/our Exclusive Insurance Intermediary with immediate effect, including obtaining insurance quotation and arranging new and renewal insurance placement. This appointment is continuously in effect until and unless rescinded by me/us.

本人/本公司現正式聘請以上轉介經紀及恒信保險經紀有限公司(以下簡稱為“恒信”)為本人/本公司之唯一保險中介人,包括安排保險報價及安排新和續期保險。除本人/本公司撤消外,這聘請書將會持續生效。

I/We understand and consent that HIB will be relying on the information provided by the Producing Broker for obtaining insurance quotation and arranging placement. I/We also understand and consent that for the purpose of carrying out and completing the service sought/requested by me/us as aforesaid, HIB may require assistance from other associated or independent insurance agent/broker (such other associated or independent insurance agent/broker hereinafter collectively referred to as the "Partnering Company").

本人/本公司明白及同意恒信會根據以上轉介經紀所提供的資料作為保險報價及安排保險的基礎。本人/本公司明白及同意恒信有可能需要與任何有聯繫或獨立的保險中介人/獲授權保險經紀(該等有聯繫或獨立的保險中介人/獲授權保險經紀以下統稱為“合作公司”)合作為本人/本公司提供報價及安排保險。

I/We agree that all instructions and notices, including but not limited to application of insurance, policy renewal, policy changes, insured risk changes, incident report and claim report, shall be sent directly to HIB, and my/our liability to pay premium shall not deem to have been discharged unless the same is to be paid to HIB direct and not to any other company or individual.

本人/本公司同意所有的指示和通知,包括但不限於投保申請、保單續保、更改保單、承保風險改變、出險事故及索償申請,需直接給予恒信,而所有應付保費需直接給予恒信而不是任何其他公司或人士,才可解除本人/本公司的付款責任。

Yours sincerely,

Signature of Insured (with company chop if it is in the name of company)

Name : _____
Contact Tel No. : _____ Contact Fax No. : _____
Date : _____

Personal Information Collection Statement

My/Our agreement to proceed with this insurance transaction shall constitute my/our consent to the Personal Information Collection Statement of HIB, a copy of which is attached to this Letter of Appointment.

☐ I/We do not agree to the use of my personal data for direct marketing.

收集個人資料聲明

本人/本公司同意進行是項保險交易,即構成本人/本公司同意附於這保險中介人聘請書的恒信收集個人資料聲明。

☐ 本人/本公司不同意使用本人/本公司的個人資料作直接促銷。

Remuneration Disclosure Statement

HIB, the above Producing Broker and/or the Partnering Company will be remunerated by way of commission payable by the Insurer(s). My/Our agreement to proceed with this insurance transaction shall constitute my/our consent to the receipt of commission by HIB, the above Introducer and/or the Partnering Company.

酬金披露聲明

恒信、以上轉介經紀及/或合作公司藉向保險公司收取佣金,作為酬金。本人/本公司同意進行是項保險交易,即構成本人/本公司同意恒信、以上轉介經紀及/或合作公司收取佣金。

Limitation of Liability Statement

I/We agree that HIB shall not be liable for any direct or indirect loss, damage, cost and/or expense resulting from its providing service or its failure in providing service unless such provision or failure arising directly from its negligence, willful default or fraud, or from that of its directors, officers or employees.

I/We also agree that HIB 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 HIB).

I/We further agree that if HIB is liable for any loss, damage, cost and/or expense resulting from its providing service or its failure in providing service arising directly from its negligence, willful default or fraud, or from that of its directors, officers or employees, its maximum liability shall in all such circumstances be limited to an amount not exceeding HK\$5,000,000 in the aggregate.

責任限制聲明

本人/本公司同意恒信不需因提供或未能提供保險中介人服務而引起的直接或間接的損失、損害、成本及/或費用負責,除非該等提供或未能提供保險中介人服務是直接由恒信或其董事,管理層或職員的疏忽、故意或欺詐行為引致。

本人/本公司也同意恒信不需對後果性的、特別的或懲罰性的損害賠償,利潤損失或商譽損失負責,或因任何超出其控制範圍的原因引致不能履行保險中介人服務(包括但不限於傳輸、通信或電腦設施故障、失靈或失効,工業行動,天災,法律及行政指引改變或第三方未能提供恒信所需服務)。

本人/本公司進一步同意恒信若需因提供或未能提供保險中介人服務而引起的直接或間接的損失、損害、成本及/或費用負責,而該等提供或未能提供保險中介人服務是直接由恒信或其董事,管理層或職員的疏忽、故意或欺詐行為引致的最高賠償總額為港幣五百萬元。

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。

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、更新或復効申請;
- 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。

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。

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, 但條例所指明明明的豁免情況除外。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)。

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。

6. 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。

7. 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。

8. 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。

9. 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。

10. 本聲明不會限制客戶在條例下所享有的權利。

11. 本公司保留修改本聲明的權利。