



Agency Agreement

AGENCY AGREEMENT

THIS AGREEMENT IS EFFECTIVE FROM THE DATE SET OUT IN SCHEDULE 1 AND IS BETWEEN:

- (a) QBE HONG KONG & SHANGHAI INSURANCE LTD. at 33/F., Oxford House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong ("**the Company**") and
- (b) The Agent being the intermediary as named and identified in Schedule 1 (the '**Agent**'),

Each a party and collectively referred to as the parties.

1. Appointment

- 1.1 From the date of registration with the Hong Kong Insurance Authority (the '**IA**') as the Company's appointed insurance agent (as defined in the Insurance Ordinance Cap. 41 (the "**IO**")), the Agent shall act as the agent of the Company in Hong Kong for the purpose of introducing the classes of general insurance business as indicated and listed in the Commission Table of Schedule 3 ('**Agreed Business**') to the Company. The Agent shall only be permitted to introduce Agreed Business to the Company during the term of this Agreement and at all times subject to its terms and conditions, including any schedules or annexes (as from time to time varied) and any other instructions or directions given by the Company.
- 1.2 The Agent shall act as the agent of the Company and shall not accept appointment as the agent of any other company or person for the introduction of general insurance business without prior written consent of the Company (such consent shall not be unreasonably withheld or delayed).
- 1.3 It is understood and agreed that there is no employer-employee relationship either expressed or implied between the Company and the Agent and nothing contained herein shall be construed to create such relationship.
- 1.4 Without prejudice to the provisions of Clause 8.1 and Clause 8.2, the Company may by notice to the Agent discontinue either permanently or for such period as it shall think fit the acceptance of any new business of any class or classes (including the renewal of policies) by the Agent (where applicable) or any business introduced by the Agent to the Company and for the avoidance of doubt may discontinue for such period as the Company thinks fit all business of the Agent hereunder. Forthwith upon receipt of such notice, the Agent's authority (if any) to accept any risk or issue cover notes or policies in respect of the relevant class or classes of

business on behalf of the Company shall cease. The Agent shall be entitled to continue to receive premiums in respect of existing business in the normal course and shall account for any premiums received as provided in Clause 4.

2. Duties of the Agent

- 2.1 The Agent shall faithfully and diligently promote the business of the Company and at all times act in accordance with:
 - (a) the IO;
 - (b) the Code of Conduct For Licensed Insurance Agents (the '**Code of Conduct**') issued by the IA. In particular the Agent should follow Part C General Principles of the Code of Conduct as attached as Schedule 2 to this Agreement;
 - (c) all other relevant codes and guidelines issued by the IA; and
 - (d) requirements of other regulatory authorities which apply to the Agent regarding the regulated activities they carry on.
 - (e) the Personal Data (Privacy) Ordinance Cap. 486.All of which may be updated or amended from time to time.
- 2.2 The Agent shall at all times act strictly in accordance with, and subject to, the instructions, directions and conditions which may from time to time be given to it by the Company. The Agent shall consult with the Company and obtain its approval in respect of any risks or matter for which the Company has made no provision in its instructions.
- 2.3 The Agent shall in fulfilling its obligations hereunder use such forms, documents, materials and computer software programs(if any) as may from time to time be supplied to it by the Company for the purposes hereof and shall not amend or alter the same without the Company's prior consent. The Agent shall not request or require any person (including potential or current policyholders or beneficiaries) to sign any blank or

incomplete forms and requiring any amendments to policyholder or beneficiary completed information to be initialed by that person, and the Agent shall procure compliance as such from its technical representatives, employees and directors. Any proposal form received by the Agent must be promptly forwarded to the Company. If the Agent is authorized to issue or receive cover notes, policies, or other documents in the name of the Company all such documents issued or received by it shall be promptly copied to the Company.

- 2.4 Subject only to any authorization which may be given pursuant to Clause 3.1, nothing herein shall require the Company to accept any proposal for insurance of any person introduced by the Agent.
- 2.5 The Agent shall give immediate notice to the Company whenever it receives notice of any loss or claim made or to be made under a policy or any breach of any condition of or assignment of a policy, issued through its agency howsoever the Agent is aware thereof.
- 2.6 The Agent shall comply with the Personal Data (Privacy) Ordinance (Cap. 486), Data Protection Principles listed at Schedule 4 in this agreement and applicable codes, guidelines or guidance notes issued by the Office of the Privacy Commissioner for Personal Data. Subject to clauses 2.7 and 2.8, the Agent shall give notice within 24 hours to the Company if it breaches, or becomes aware of or has reason to suspect any breach of any data protection requirements under the Personal Data (Privacy) Ordinance (Cap. 486) or applicable codes, guidelines or guidance notes issued by the Office of the Privacy Commissioner for Personal Data, in relation to the Agreed Business or its obligations under this Agreement.

Personal Data (Privacy) Ordinance (Cap. 486) - Data Protection Principles.

1. Principle 1 - purpose and manner of collection
2. Principle 2 - accuracy and duration of retention
3. Principle 3 - use of personal data
4. Principle 4 - data security
5. Principle 5 - openness and transparency
6. Principle 6 - access and correction

- 2.7 The Agent agrees and accepts that the timeframes set out in clause 2.5 and 2.6 may be altered by changes in the law and the Agent agrees that it will comply with any such changes as introduced.
- 2.8 The Agent agrees and accepts that it will ensure any timeframe changes in the law relating to

privacy and breach notifications will be reported to the Company at least 24 hours before the mandatory reporting deadline to ensure the Company and the Agent are both compliant. The notification of a data breach shall at least specify (in as much detail as is reasonably available):

- (i) The time, date and location of the data breach and a description of the nature of the data breach, including how it was discovered, a description of affected and potentially affected data subjects, their personal data involved and number of data subjects affected or potentially affected;
- (ii) An assessment of the likely consequences of the data breach;
- (iii) Measures taken and/or to be taken to mitigate the consequences of the data breach; and
- (iv) Any other information reasonably required by the Company in relation to the incident from time to time;

And the Agent shall provide regular updates to the same thereafter in periods specified by the Company.

2.9 The Agent shall respond promptly, properly and without undue delay (but in no event later than forty-eight (48)hours) to any inquiries from the Company, authority or regulator or data subject relating to the processing of personal data, and shall abide by the written instructions provided by the Company with regard to any such inquiry.

2.10 The Agent shall respond promptly, properly and without undue delay (but in event no later than forty-eight (48)hours) notify the Company in writing about:

- (i) Any legally binding request for disclosure or decryption of the personal data by a law enforcement authority or regulator, unless such notification is prohibited by law in which case, in no event later than forty-eight (48) hours after such prohibition is removed;
- (ii) Any request or inquiry received directly from the data subject, without responding to that request, unless Agent has been expressly authorized in writing by the Company to respond to such request or inquiry and then only within the limitations set forth in such written authorization; and
- (iii) Any situation arising where the personal data will be at risk on the site of the Agent by seizures, insolvency or bankruptcy measures or by any other activities of third parties (in which case, the Agent shall inform all third parties in writing that the personal data is the

sole property of the Company or data subject, as applicable).

- 2.11 The Agent shall provide reasonable assistance at no charge so as to enable the Company to comply with:
- (i) Any obligations it may have in respect of a duty to notify a data breach and the data subject, if required;
 - (ii) An obligation to maintain documentation of all processing operations under its responsibility;
 - (iii) The provision of overviews of the same;
 - (iv) An obligation to carry out a data impact assessment when required; and
 - (v) Relevant privacy and data protection laws, guidelines, codes or guidance notes.

3. Limitations of authority of the Agent

- 3.1 No authority is given to the Agent to accept risks on behalf of the Company, to issue cover notes or policies or bind the Company in any other manner to accept risks, to receive notice of termination or assignment of any policy or to waive breach of any condition of any policy and the Agent shall not represent to a proposed insured or any other person that it is so authorized or that any risk has been accepted or cover effected or policy issued by or on behalf of the Company (whether on an original proposal or on a renewal) unless the Company has so notified the Agent in writing.
- 3.2 If the Agent is authorized to accept risks, bind the Company or issue cover notes or policies on an ongoing basis, the parties will enter separately into a Binding Authority Agreement in addition to this Agreement. The Binding Authority Agreement shall outline the details of the authority which must be strictly adhered to by the Agent at all times.
- 3.3 In the event the Agent is provided with ad hoc written authority from the Company to accept risk, bind the Company or issue cover or policies, the Agent must at all times strictly comply with any limits to such authority and agrees that such 3 limits may at any time be amended by the Company and it shall not represent to any prospective insured or other person that it is authorized to accept risks or issue cover notes or policies in excess of the limits for the time being applicable.
- 3.4 The Agent shall not print, publish or distribute, or cause to be printed, published or distributed, any book, advertisement, pamphlet or other document

containing the name of the Company or otherwise dealing, directly or indirectly, with the business of the Company or display, upload or otherwise use any of the Company's trademark(s) and/or logo(s) to or on the Agent's business website and business publications without the prior written consent of the Company (such consent should not be unreasonably withheld or delayed).

- 3.5 The Agent is not authorized and shall not represent to any person that it is authorized to accept notice of loss, negotiate terms of settlement, settle or pay any loss or claim save where it is expressly directed so to do by the Company.
- 3.6 The Agent shall not save as specifically otherwise herein provided incur any liability on behalf of the Company, pledge or purport to pledge the Company's credit or make any other contract binding upon the Company.
- 3.7 The Agent will ensure that it and any of its personnel acting on its behalf will comply with all licensing requirements including any training and on-going licensing conditions to remain registered and as may otherwise be required by any relevant and applicable guidelines or regulations published by the IA or any other relevant statutory or governing licensing authority.
- 3.8 No warranty, representation or promise with reference to policies issued by the Company shall be given by the Agent save (or except) as authorized from time to time by the Company in writing. The Agent accepts and agrees that the personal data should not be disclosed, made available, used for direct marketing for opt out customers, cross-selling or otherwise used for purposes other than in accordance with this Agreement and is subject to the Agent's compliance with any procedures or guidelines provided to it by the Company (as amended from time to time).
- 3.9 The Agent accepts and agrees that any authority provided to it under this Agreement will cease immediately in the event of:
- (a) the Agent or any of its personnel acting outside of the authority provided to it under this Agreement; and/or
 - (b) the Agent is subject to disciplinary action, de-registered, penalised and/or black-listed by the IA or any other relevant statutory or

regulatory authority or government department.

accordance with Clause 4.3 or if so directed by the Company account to the Insured.

4. Premium

- 4.1 The Agent shall collect all premiums on policies issued or renewed through its agency (“relevant policies”) and notwithstanding any other provision in this Agreement, shall account to the Company for an amount equal to all moneys received by the Agent in payment of any premium. The parties acknowledge that from time to time the premium may be paid to the Company as either gross premium or net premium.
- 4.2 The Agent shall not mix any premiums with their own personal funds.
- 4.3 The Agent shall:
- (a) pay to the Company, or request the person or company taking out such policy (“the Insured”) to pay the Company directly, in such manner as the Company may direct, including but not limited to payment by cheque, credit card or bank transfer, an amount equal to each premium due on relevant policies from the Insured within the Credit Period as stated in Schedule 1 .
 - (b) pay the premiums due on all relevant policies irrespective of whether or not the Agent receives payment from the Insured and to account for all such premiums on the due date for payment by the Agent as set out in this clause unless either:
 - (i) the Agent notifies the Company that the Insured has defaulted in payment of the premium and such notice is received prior to the due date for payment of such premium by the Agent as set out in this clause; or
 - (ii) if any policy is cancelled, as from its inception or otherwise, the Agent shall be liable to pay only such premium (if any) as may be due by reason of the cancellation of the policy and (if applicable) any recalculation of the premiums due from the Insured on the cancellation thereof in accordance with the terms of the relevant policy but where the Agent shall have received a greater sum from the Insured in payment of premium, the Agent shall account for the same to the Company in

4.4 Without prejudice to the provisions of Clause 4.3, whenever and howsoever it comes to the knowledge of the Agent that an outstanding premium may be doubtful or bad, the Agent shall so advise the Company but such advice shall not constitute notice of default under Clause 4.3(b)(i).

4.5 If the Agent fails to pay to the Company the premiums in accordance with Clause 4.3, the Agent shall on demand pay all expenses incurred (including but not limited to legal fees) by the Company in recovering any sum due from the Agent or the Insured or any relevant policies.

5. Commission

5.1 The Company shall pay to the Agent commission (“Standard Commission”) in respect of policies of the relevant class issued and renewed through its agency at such rate and calculated on such basis as are set out in the commission table at Schedule 3 as shall be decided upon by the Company from time to time and notified to the Agent or as may otherwise be specifically agreed prior to the issue of a policy in respect of any particular matter.

5.2 The Agent shall pay all costs and expenses incurred by it in the performance of its duties hereunder unless otherwise specifically agreed by the Company.

5.3 The Agent will declare annually to the Inland Revenue Department the total commission paid to the Agent during the period 1st April in one year until 31st March the following year and the Agent will comply with and observe all ordinances, regulations and statutory instruments as may be currently in force in Hong Kong and shall have particular regard to the Prevention of Bribery Ordinance (Cap. 201), as amended or supplemented from time to time, and any applicable codes, guidance notes or guidelines including those issued by the Independent Commission Against Corruption. The Company shall be under no liability in respect of the payment of any commissions received by the Agent other than those paid directly by the Company.

5.4 Any part of any commission or discount allowed to the Agent shall not be paid by the Agent to any director, partner or employee of any Insured as an inducement to place the business with the Company unless the prior agreement and approval

of the Insured is received in writing. The Agent shall indemnify the Company for any loss, damage or expense resulting from any breach by the Agent of the provisions of this Clause 5.4.

5.5 No commission will be payable to the relevant policy sold that exceed the scope of the products listed in the commission table at Schedule 3.

6. Indemnity

The Agent shall indemnify the Company and hold it harmless against all loss, claims, demands, expenses and other liabilities incurred by the Company as a result of any breach of the terms of this Agreement by the Agent including without prejudice to the generality of the foregoing any representation made by the Agent which is not authorized under this Agreement, or otherwise in writing by the Company.

7. Books and records, financial statement and audit report (applicable to corporate agents)

7.1 The Agent shall keep full and proper books of account and other records in respect of and in such form as may from time to time be required by the Company or any regulatory body for the purpose of showing all its transactions on behalf of the Company. Such books shall show any and all other matters and things in any way touching the business of the Agent pursuant to this Agreement.

7.2 The Company shall have the right at any time during normal business hours to examine such books and records by any officer or authorized representative of the Company (including its auditors) and the Agent shall afford all such facilities for inspection and making of copies as may reasonably be required.

8. E-business

8.1 Where the Company agrees that the Agent may transact business electronically, the Company will grant a licence and right to use and access the necessary IT software (the 'QBE System(s)'). Any licence granted to the Agent pursuant to this clause will be a non-exclusive, non-transferable licence to transact Agreed Business in accordance with this Agreement and is subject to the Agent's compliance with any procedures or guidelines provided to it by the Company (as amended from time to time).

8.2 The Company may terminate the licence to use any QBE System(s) at any time without cause. The Company will advise the Agent if it terminates the licence.

8.3 The Company will provide access to the data, information and transaction components in the QBE System(s) without warranty of any kind. To the extent permitted by law, the Company disclaims any express and implied warranties regarding the use of the QBE System(s) or any data or information that may be obtained thereof, including, without limitation, any implied warranty as to the merchantability of the QBE System(s) or fitness for any purpose.

8.4 To the extent permitted by law, the Company is not liable to the Agent in respect of any loss or damage including any indirect or consequential damages, loss of business, loss of profits, or loss of goodwill, however caused, which may be suffered or incurred or which may arise by the use of any QBE System(s).

8.5 The Company makes no warranties or representations as to the security of any data transmitted. However, for the purposes of this Agreement, if there is a dispute as to the correctness or otherwise of data and information contained in any QBE System(s), the data and information held by the Company will be deemed to be correct.

8.6 The Agent agrees that it and its employees who access any QBE System(s) will:

(a) only use the QBE system(s) for the authorised purposes. Without limitation, this includes access only to information which relates specifically to the Agent's own Agreed Business;

(b) use manuals and/or guidelines provided by the Company when granting access to the systems and as amended from time to time;

(c) adhere to any guidelines and procedures, including security procedures, set out in any QBE System manual and all other guidelines and procedures nominated by the Company from time to time, including

(i) not giving passwords to any QBE System(s) to any other person; and

(ii) protecting passwords from disclosure to any other person.

(d) refrain from disclosing personal data to any third parties other than to carry out the services agreed to in this Agreement.

8.7 The Company may from time to time with or without notice, perform maintenance and/or service any QBE System(s) and modify or suspend access to it.

8.8 QBE may:

(a) modify the Agent's or any of its employees' access to any QBE System(s) where there is a breach of any procedures or guidelines of the Company, or any of the conditions of access;

(b) terminate the Agent's or any of its employees' access to any QBE System(s) at any time with or without reason;

at any time, with or without notice to either the Agent or its affected employees.

9. Termination

9.1 The Company or the Agent may terminate the Agreement at any time and without giving any reason for so doing by giving Thirty (30) days' notice to the other in writing.

9.2 This Agreement shall terminate immediately without the need for any notice to be given by the Company if:

(a) the Agent (being an individual) dies or has a petition for a bankruptcy order to be made against him/her presented to Court or have a bankruptcy order made against him/her or any analogous proceedings in any other jurisdiction instituted against him/her;

(b) the Agent shall (being a company) pass a resolution to wind-up or have a petition for winding up presented against it or any analogous proceedings instituted against it or take any such steps itself in Hong Kong or elsewhere for its winding - up or dissolution; or

(c) the Agent shall make a general assignment, composition or arrangement for the benefit of creditors or suspend the transaction of the Agent's usual business or any substantial part

thereof, or admit in writing its inability to pay its debts as they become due; or

(d) any judgement against the Agent shall be entered which for a period of thirty (30) days shall neither be paid nor stayed pending appeal; or

(e) any receiver or officer of any court or governmental authority shall be appointed or take possession or control of any substantial part of its assets or property or control over its affairs and obligations; or

(f) the Agent (being a partnership), any of the above events in this clause 9.2 occurs in respect of any of the partners of the firm;

(g) if the Agent is de-registered by the IA, or the Agent's license to carry on activities as an insurance agent is suspended or withdrawn by the IA;

(h) the Agent is in material breach of this Agreement or any law or regulation including the Code of Conduct which jeopardizes fulfilment of his/her obligations or duties under this Agreement.

9.3 On termination:

(a) the Agent shall return to the Company all forms, documents, materials and computer software programs supplied by the Company to the Agent for arranging contracts of insurance with the Company (if any) held by the Agent bearing the name of the Company and the copyright and other intellectual property rights of whatever nature in such forms, documents, materials and computer software programs, or supply copies of such parts of the Agent's books and records relating to the business of the Company as the Company may reasonably require at the expense of the Company;

(b) the Agent shall return or supply copies of such parts of the Agent's books and records relating to the business of the Company (not limited to the Agreed Business) as the Company may reasonably require at the expense of the Company;

(c) the Company may if it thinks fit publish and/or circulate to any Insured such notice or notices of the termination of the Agent's appointment and the Company shall have power to carry on

business with any such Insured notwithstanding termination of this Agreement;

- (d) the Agent shall account to the Company for all premiums due from it hereunder up to the date of termination and for any premiums received by it whether or not payment thereof to the Company would otherwise be due under Clause 4.3 and any premiums not paid may be deducted from the commission (if any) due to the Agent (but the Company shall not be obliged so to do);
- (e) the Agent shall be entitled to receive all commission accrued to the date of termination but shall not be entitled to any compensation in respect of termination or to commission on premiums due from any Insured after the date of termination; and
- (f) the Company shall, if termination is for a cause relating to a breach of the Code of Conduct, as may be amended from time to time, notify the IA of the relevant particulars and notify the Agent that it has so done.

10. Notices

- 10.1 Any consent or notice required to be given or sent hereunder must be in writing in English and signed on behalf of the Agent or the Company (as the case may be).
- 10.2 Any notice under this Agreement shall be deemed to have been sufficiently given if personally delivered or sent by prepaid post or commercial courier to the address of the Company or the Agent (as the case may be) as appearing in this Agreement or to such other address in Hong Kong as may from time to time be notified to the Company or the Agent by the other. Any notice so sent shall be deemed to have been served on the working day following the date of posting or being sent by electronic communication; if posted in Hong Kong and in proving such service it shall be sufficient to prove that the envelope containing the notice was properly addressed, stamped and posted. If proving electronic communication was sent and received it shall suffice to prove the electronic communication left the sender's server and was received by the recipient's server. Electronic communication is deemed to have been effectively sent and deemed as received 24 hours after having been sent. Notice served in any other manner shall be deemed received when in the ordinary course it may have been expected to be

received. Notice under this Agreement sent by the Company to the email address of the Agent as provided to the Company in writing from time to time shall also be deemed to have been sufficiently given and any notice so sent shall be deemed to have been served on the Agent on the working day following the date of sending provided the Company shall not have received a delivery failure notice in respect of that notice.

11. General

- 11.1 Neither party shall divulge any information in relation to the affairs or business of the other of a confidential nature, including but not limited to any commission payable in accordance with clause 5 above .
- 11.2 Waiver of any provision hereof or waiver of a breach of any term shall not constitute a waiver in the other provision or of any future breach or breach of any other provision or operate as a continuing waiver.
- 11.3 This Agreement shall not be amended except by written agreement signed by the parties hereto as outlined in Clause 11.4.
- 11.4 The Company reserves the right to modify or replace this Agreement at any time. If a revision is material, the Company shall provide at least thirty (30) days notice prior to any new terms taking effect. A material change or revision will be determined by the Company at its discretion.
- 11.5 This Agreement replaces any existing agreement between the parties in relation to the appointment of the Agent to act as agent of the company.
- 11.6 This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement as at the date of this Agreement and supersedes any prior agreement or understanding.
- 11.7 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Ordinance.
- 11.8 The headings used in this Agreement are for convenience only and shall not form a part of this Agreement.

11.9 Schedules and Annexes attached to this Agreement (including their respective attachments, if any) form an integral part of this Agreement and are incorporated herein by reference. All of the terms and conditions of this Agreement shall apply to the Schedules and Annexes. In the event of any inconsistency between any Schedule or Annex and this Agreement, the text of the Schedule or Annex shall take precedent.

12. Law & Jurisdiction

12.1 This Agreement shall be construed in accordance with the laws of Hong Kong and the Agent irrevocably submits to the non-exclusive jurisdiction of the courts of Hong Kong.

SCHEDULE 2

GENERAL PRINCIPLES OF THE CODE OF CONDUCT

Part C General Principles

The General Principles of this Code are set out below. They take account of the role licensed insurance agents play as agents acting for authorized insurers and serve as principles of conduct to ensure clients are treated fairly and their interests are protected. They also take account of the Insurance Core Principles (ICPs) issued by the International Association of Insurance Supervisors and in particular ICPs 18 and 19 which focus on principles which apply to licensed insurance intermediaries and their conduct of business.

GP 1. Honesty and Integrity

A licensed insurance agent should act honestly, ethically and with integrity.

GP 2. Acting Fairly and in the Client's Best Interests

A licensed insurance agent should always treat clients fairly and act in their best interests.

GP 3. Exercising Care, Skill and Diligence

A licensed insurance agent should act with due care, skill and diligence.

GP 4. Competence to Advise

A licensed insurance agent should possess appropriate levels of professional knowledge and experience and only carry on regulated activities in respect of which the agent has the required competence.

GP 5. Disclosure of Information

A licensed insurance agent should provide clients with accurate and adequate information to enable them to make informed decisions.

GP 6. Suitability of Advice

A licensed insurance agent's regulated advice should be suitable for the client taking into account the client's circumstances.

GP 7. Conflicts of Interest

A licensed insurance agent should use best endeavours to avoid conflicts of interests and when such conflicts cannot be avoided, the agent should manage them with appropriate disclosure to ensure clients are treated fairly at all times.

GP 8. Client Assets

A licensed insurance agent should have sufficient safeguards in place to protect client assets received by the agent or which are in the agent's possession.

SCHEDULE 3

STANDARD COMMISSION

The Company shall pay the Agent commission on individual policies up to the commission rates set out in the commission table below in respect of each product unless otherwise agreed with the Company.

Commission Table

Business Class	Product	Manulife Agent Commission	Minimum Premium
Fire	Business Interruption	22.5%	500
	Fire / Loss of Profit	30.0%	Commercial 1,000
	Fire	30.0%	1,250
	Property All Risks / Loss of Profits	22.5%	Domestic 500
	Office Package - All Sections (including EC)	22.5%	1,000/1,500(incl.EC)
	Shop Package - All Sections (including EC)	22.5%	1500/2000(incl. EC)
	Residential Fire (Qnect)	40.0%	1,000
Householder	Home Contents Insurance	26.0%	500
	Home Contents Insurance (B2C)	26.0%	500
	Home Building	32.0%	500
General Accident	All Risks	27.5%	500
	Burglary	32.5%	500
	Money	27.5%	500
	Miscellaneous Accident	27.5%	500
Accident & Health	Single Trip Travel (Qnect)	28.0%	Non-refundable
	Single Trip Travel (B2C)	28.0%	Non-refundable
	Annual Travel	30.0%	500
	China Travel	20.0%	546
	Group Business Travel	35.0%	1,000
	Global Executive Travel	35.0%	500
	Domestic Helper	33.0%	Plan 1:450
	Golfer's Worldwide Protector	25.0%	Plan 2: 570
	Group Personal Accident (Short Term Event)	25.0%	Plan 3: 800
	Personal Accident Insurance	19.0%	500
	Personal Accident Plus (Qnect)	25.0%	380
	Personal Accident Plus (B2C)	25.0%	380
	Senior Citizen Protection	20.0%	575
	Study Abroad	28.0%	1,400
	Study Tour	35.0%	Non-refundable
Employees' Compensation	Construction Related Risks	10.0%	2000+Levy
	Non Construction Risks	15.0%	1200+Levy
Motor Vehicle	Commercial Vehicle		
	• Comprehensive	20.0%	1,000+MB
	• Third Party Only	20.0% (Effective from 5 Feb 2023)	1,000+MB
	Private Car		
	• Comprehensive	22.5%	1,000+MB
	• Third Party Only	20.0% (Effective from 5 Feb 2023)	1,000+MB
	Motorcycle (Third Party Only)	15.0%	-
Hong Kong-Zhuhai-Macao Bridge Hong Kong Cross-Boundary Motor Vehicle Insurance+	10.0%	120	
General Liability	Product Liability	10.0%	Refer
	Public Liability	25.0%	500
Specialist Liability	Directors & Officers Liability	15.0%	Refer
	Freight Forwarder's Liability	10.0%	Refer
	Individual Chinese Medical Malpractice	15.0%	Refer
	Marine Liability	10.0%	Refer
	Medical Malpractice	10.0%	Refer
	Professional Indemnity	10.0%	Refer
	Protection & Indemnity	10.0%	Refer
Engineering	Contractors All Risks	15.0%	1,000
Marine	Inland Transit	20.0%	Refer
	Marine Cargo	20.0%	Refer
	Pleasure Craft	10.0%	Refer
Trade Credit	Trade Credit	5.0%	Refer

SCHEDULE 4

The Personal Data (Privacy) Ordinance

Data Protection Principle

The General Principles of this PDPO are set out below. The collective objective of DPPs is to ensure that personal data is collected on a fully-informed basis and in a fair manner, with due consideration towards minimising the amount of personal data collected. Once collected, the personal data should be processed in a secure manner and should only be kept for as long as necessary for the fulfilment of the purposes of using the data. Use of the data should be limited to or related to the original collection purpose. Data subjects are given the right to access and make correction to their data.

DPP 1. Purpose and Manner of Collection

DPP1 provides that personal data shall only be collected for a lawful purpose directly related to a function or activity of the data user. The data collected should be necessary and adequate but not excessive for such purpose. The means of collection should be lawful and fair.

If you collect personal data from data subjects directly, you should inform the data subjects whether it is obligatory or voluntary to supply the data, the purpose of using their data and the classes of person to whom their data may be transferred. You should also inform them of the right and means to request access to and correction of their data.

DPP 2. Accuracy and Duration of Retention

DPP 2 requires data users to take all practicable steps to ensure that personal data is accurate and is not kept longer than is necessary for the fulfilment of the purpose for which the data is used. If you engage a data processor for handling personal data of other persons, you should adopt contractual or other means to ensure that the data processor comply with the mentioned retention requirement.

Section 26 of PDPO requires data users to take all practicable steps to erase personal data that is no longer required for the purpose for which the data is used, unless erasure is prohibited by law or is not in the public interest. Section 26 could be engaged when a data user fails to respond to a complaint or request from a data subject for erasure of personal data. This situation attracts a heavier criminal gravity than just keeping the data longer than is necessary under DPP2. Contravention of the requirement under section 26 is an offence, punishable by a fine of up to HK\$10,000.

DPP 3. Use of Data

DPP3 prohibits the use of personal data for any new purpose which is not or is unrelated to the original purpose when collecting the data, unless with the data subject's express and voluntary consent. A data subject can withdraw his/her consent previously given by written notice.

Regarding restrictions on use of personal data, Part 6A of the PDPO further requires that data users must obtain informed consent before using a data subject's personal data for direct marketing or transferring the data to a third party for direct marketing. The consent must be an explicit indication by the data subject and broadly covers an indication of no objection. In other words, silence cannot constitute consent.

Besides, the consent must be an informed one. The data user must inform the data subject of the intention to use his/her personal data for direct marketing, the fact that the data user cannot so use the data unless with consent of the data subject, the kinds of personal data to be used, the classes of marketing subjects to be involved. The data user must also notify the data subject of the right to opt out. If the data user intends to transfer the data to a third party for direct marketing, he/she should

inform the data subject of such intention, the classes of transferees, the classes of marketing subjects to be involved and the fact that the transfer is for a gain, etc. Failure to comply with the direct marketing requirements is an offence and can result in a fine of \$500,000 and imprisonment for 3 years, or up to a fine of \$1,000,000 and imprisonment for 5 years if data was provided to a third party for gain.

DPP 4. Data Security

DPP4 requires that data users take all practicable steps to protect the personal data they hold against unauthorised or accidental access, processing, erasure, loss or use. Data users should have particular regard to the nature of the data, the potential harm if those events happen, measures taken for ensuring the integrity, prudence and competence of persons having access to the data, etc. If you engage a data processor to process the personal data held, you must adopt contractual or other means to ensure that the data processor comply with the mentioned data security requirement.

DPP 5. Openness and Transparency

DPP5 obliges data users to take all practicable steps to ensure openness of their personal data policies and practices, the kind of personal data held and the main purposes for holding it.

DPP 6. Access and Correction

DPP6 provides data subjects with the right to request access to and correction of their own personal data. A data user should give reasons when refusing a data subject's request to access to or correction of his/her personal data.

DPP6 is supplemented by detailed provisions in Part 5 of the PDPO which cover the manner and timeframe for compliance with data access requests and data correction requests, the circumstances in which a data user may refuse such requests, etc. Data users are also required to maintain a log book to record all refusals made.