Terms and Conditions for Loyalty Program

Terms of Service

1. Avo Insurance ("Avo") provides Avo Hub membership services subject to the following terms and conditions ("the Terms"). By submitting the application and/or successfully registering as an Avo Hub member, you agree to be bound by the Terms.

Avo Membership

2. Members must be at least 18 years of age and register using the same name as on their Hong Kong Identity Card and passport. All submitted information must be true, accurate, complete, and free from any misleading or fraudulent elements to facilitate identity verification, policy processing and other membership activities in the future. If there are any changes to your personal information, members should update their information within a reasonable time through Avo's designated channels to ensure an accurate service and identity verification from Avo.
3. Avo will automatically identify and match members' policies purchased from Avo based on the personal information provided by members to enhance the overall insurance and policy management experience.
4. Membership accounts are personal, and must not be transferred, sold and provided to any third party in any form.
5. All loyalty points and redemption records kept by Avo are final and conclusive.
6. If a member account is found to have engaged in unusual activities, or has violated the Terms and other regulations and laws by Avo, Avo may cancel the membership account and relative benefits at any time without giving any notice or reason.
7. Members may request to cancel their membership account with Avo at any time. Upon cancellation, all points, rewards, offers and task progress will be immediately forfeited and irrecoverable. Policy information stored in Avo Hub Policy Shelf will also be removed. Members will no longer be able to manage or renew policies through Avo Hub.
8. Members must keep their account login credentials, including registered email and password, and not disclose and share them with any third party. Members must take reasonable measures to prevent unauthorised use of their account. Members must notify Avo immediately for suspicion of data breach or unauthorised access of account information. Until such time as Avo receives notification, all operations and transactions under the account will be deemed authorised by the member who assumes all responsibility.

Membership Benefits and Rewards

9. Each membership tier offers different exclusive benefits, including but not limited to upgrade offers, shopping discounts, birthday gifts and priority access to events. Specific benefits are updated from time to time. Please refer to Avo Hub for details.

Change in Membership Tiers

10. Upgrade - If members meet the criteria for a higher membership tier during the tier validity period, they will be upgraded to the corresponding tier automatically. The new tier will be valid from the date of upgrade until 31 December of the year.
11. Maintaining tier / Downgrade - Upon expiry of the membership tier validity period, the system will recalculate and maintain or assign a new tier based on the accumulated premium, types of insurance categories chosen, and the number of eligible policy purchases made within the 12 months prior to the expiry date.
12. Avo may adjust the qualification criteria and benefits of the membership tiers at any time, and adjust the membership level upward or downward accordingly. While Avo will make reasonable efforts to announce significant changes to the membership, it is the responsibilities of members to keep updated with the Term through the Avo's website or other means.

Earning and Usage of Loyalty Points

13. Members may earn points through various ways, such as purchasing Avo insurance products (including renewals), eligible spending, completing member tasks, and member referrals.
14. Once a member purchases Avo insurance products, loyalty points will be credited to the membership account on the day when the premium is successfully settled, based on the premium payment mode (annual / monthly).
15. Avo reserves the right to adjust the points awarded for each activity or eligible policy at its sole and absolute discretion.
16. You will not be able to earn loyalty points if you purchase Avo insurance products through certain third-party platforms. Members are responsible for understanding the terms and conditions of third-party platforms before making a purchase.
17. Points can only be used by members on Avo's designated platforms and have no cash or monetary value. Points are non-transferable, non-tradable, and cannot be exchanged for cash.
18. Each point is valid until the last day of the 12th calendar month from the date it was earned and will be forfeited after the expiration date.
19. If a member receives a refund for a policy or purchase, loyalty points earned from that transaction will be deducted.

Miscellaneous

20. Avo reserves the right to revise, update, or change these Terms at any time without prior notice. Members are responsible for regularly checking the latest version to ensure they are aware of and comply with the most current Terms.
21. These Terms are governed by the laws of the Hong Kong Special Administrative Region. In the event of any dispute, both parties agree to submit to the exclusive jurisdiction of the Hong Kong courts.
22. In case of any disputes, the decisions of Avo Insurance shall be final.
23. In the event of any discrepancy between the Chinese version and the English version of these Terms and Conditions, the English version shall prevail.
24. If you have any inquiry regarding the Terms, please contact us by phone 3572 8222 during office hours, or by email at cs@heyavo.com.

會員計劃條款及細則

接受條款

1. Avo 保險（下稱「本公司」）根據以下條款及細則（下稱「本條款」）提供 Avo Hub 會員服務。當你提交申請並／或成功註冊成為 Avo Hub 會員，即表示你已閱讀、理解並同意遵守本條款的所有內容。

Avo 會員

2. 會員必須年滿 18 歲，並使用與其香港身份證或護照相符的姓名進行登記，並確保所提交的所有資料真實、準確、完整，且不含任何誤導或欺詐成分，以便日後進行身份核實、保單處理及其他會員活動。如會員的個人資料有任何變更，應於合理時間內透過本公司指定渠道更新相關資料，以確保本公司能準確地提供服務及進行身份核實。
3. 本公司將根據會員所提供的個人資料，自動識別並配對其於本公司持有的保單，以提升整體投保及保單管理體驗。
4. 會員帳戶屬個人專屬，不得轉讓、出售或以任何形式提供予第三方使用。
5. 所有積分及換領紀錄均以本公司之紀錄為準。
6. 如本公司發現會員帳戶存在異常活動、違反本條款或其他法律規定，本公司有權在不作通知及不提供理由的情況下，取消該會員帳戶及其相關優惠。
7. 會員可隨時向本公司申請取消其會員帳戶。一旦取消，該帳戶內的所有積分、獎賞、優惠及任務進度將即時失效且不可恢復。透過 Avo Hub 保單整合庫儲存的保單資料亦將被移除，會員將無法再透過 Avo Hub 管理或續保保單。
8. 會員須妥善保管其帳戶的登入憑證，包括註冊電郵及密碼，並不應向任何第三方披露或分享。會員應採取合理措施防止帳戶被未經授權使用。如會員懷疑其帳戶資料已遭外洩或被未經授權使用，應立即通知本公司。本公司在收到通知前，對該帳戶的所有操作及交易均視為由會員本人授權及承擔責任。

會員福利與獎賞

9. 各會員等級可享有不同的專屬禮遇，包括但不限於：升級優惠、購物折扣、生日禮品、優先參與活動等。具體福利內容將不定期更新，詳情請參閱 Avo Hub 平台。

會員等級變更

10. 升級 - 當會員於會籍有效期內達到更高等級的資格要求，系統將自動為其升級至相應的會員等級。新等級的有效期將由升級當日開始，直至該年 12 月 31 日。
11. 維持等級 / 降級 - 當會籍有效期屆滿時，系統將根據現有會籍到期日的 12 個月內已完成的合資格保單數量、種類及累計保費，重新計算並賦予新的會籍等級。
12. 本公司可隨時調整會籍等級的資格及優惠，並相應地調整會員的會籍等級高低。本公司將盡合理努力公布有關會籍的重大變更，惟會員仍有責任及時透過本公司網站或其他方式了解條款的最新情況。

積分賺取及使用

13. 會員可透過可從多種方式賺取積分，如投保 Avo 的保險產品（包括續保）、合資格消費、完成會員任務及會員推薦等。
14. 成功投保後，會員積分將根據保費繳付模式（每年或每月），於成功繳交保費的當日存入會員帳戶。
15. 本公司保留全權酌情決定，隨時調整各項活動或合資格保單的積分發放比例。
16. 透過部分第三方平台投保 Avo 的保險產品將無法賺取積分。會員投保前有責任了解第三方平台上的條款及細則。
17. 積分僅供會員於本公司指定平台使用，不具任何現金或金錢價值，亦不可轉讓、交易或兌換現金。
18. 每筆積分的有效期為自賺取日起計十二個月的最後一日，逾期作廢。
19. 如會員於某次保單或消費獲得退款，該次交易所獲得的積分將會被扣除。

雜項條款

20. 本公司保留權利隨時修訂、更新或更改本條款，而無須事先通知。請會員定期查閱最新版本，以確保了解並遵守最新條款。
21. 本條款受香港特別行政區法律管轄。如有任何爭議，雙方同意由香港法院專屬管轄。
22. 如有爭議，Avo 保險將保留最終決定權。
23. 本條款及細則的中英文版本如有歧異，概以英文版本為準。
24. 如對使用條款有任何疑問，請於辦公時間內致電 3572 8222 或電郵至 cs@heyavo.com。

Personal Information Collection Statement ("PICS")

1. From time to time, it is necessary for you to supply Avo Insurance Company Limited (the "Company") with personal information and particulars in connection with our services and products. Failure to provide the necessary information and particulars may result in the Company being unable to provide or continue to provide these services and products to you.
2. The Company may also generate and compile additional personal data using the information and particulars provided by you. All personal data collected, generated and compiled by the Company about you from time to time is collectively referred to in this PICS as "Your Personal Data".
3. "Your Personal Data" will also include personal data relating to your beneficiaries, dependents, authorised representatives and other individuals in relation to which you have provided information. If you provide personal data on behalf of any person you confirm that you are either their parent or guardian or you have obtained that person's consent to provide that personal data for use by the Company for the purposes set out in this PICS.
4. As detailed in this PICS, Your Personal Data may also be processed by the Company's subsidiaries, holding companies, associated or affiliated companies and companies controlled by or under common control with the Company (collectively, "the Group").

Transfer of Personal Data

5. Your Personal Data will be kept confidential, but to facilitate the purposes set out in paragraph 7 below, the Company may transfer, disclose, grant access to or share Your Personal Data with the following:
   (i) other members of the Group;
   (ii) any person or company carrying on insurance-related and/or reinsurance-related business which is engaged by the Company in connection with the Company's business;
   (iii) any physicians, hospitals, clinics, medical practitioners, laboratories, technicians, loss adjustors, risk intelligence providers, claims investigators, legal advisors and/or other professional advisors engaged in connection with the Company's business;
   (iv) any agent, contractor or service provider providing administrative, distribution, credit reference, debt collection, telecommunications, computer, call centre, data processing, payment processing, printing, redemption or other services in connection with the Company's business; and/or
   (v) any official, regulator, ministry, law enforcement agent or other person (whether within or outside Hong Kong) to whom the Company or another member of the Group is under an obligation or otherwise required or expected to make disclosures under the requirements of any law, rules, regulations, codes of practice or guidelines (whether applicable in or outside Hong Kong).
6. Your Personal Data may be transferred or disclosed to any assignee, transferee, participant or sub-participant of all or any substantial part of the Company's business.

Purpose for Collecting Personal Data

7. The purposes for which Your Personal Data may be used are as follow:
   (i) providing our services and products to you, including administering, maintaining, managing and operating such services and products;
   (ii) processing, assessing and determining any applications or requests made by you in connection with our services or products and maintaining your account with the Company;
   (iii) processing payment instructions;
   (iv) developing insurance and other financial services and products;
   (v) developing and maintaining credit and risk related models;
   (vi) determining any indebtedness owing to or from you, and collecting and recovering any amount owing from you or any person who has provided any security or other undertakings for your liabilities;
   (vii) exercising any rights that the Company may have in connection with our services and/or products;
   (viii) carrying out and/or verifying any eligibility, credit, physical, medical, security, underwriting and/or identity checks in connection with our services and products;
   (ix) any purposes in connection with any claims made by or against or otherwise involving you in respect of any of our services or products, including, making, defending, investigating, analysing, processing, assessing, determining, responding to, resolving or settling such claims;
   (x) performing policy reviews and needs analysis (whether or not on a regular basis);
   (xi) meeting disclosure obligations and other requirements imposed by or for the purposes of any laws, rules, regulations, codes of practice or guidelines (whether applicable in or outside Hong Kong) binding on the Company or any other member of the Group, including making disclosure to any legal, regulatory, governmental, tax, law enforcement or other authorities (including for compliance with sanctions laws, the prevention or detection of money laundering, terrorist financing or other unlawful activities) or to any self-regulatory or industry bodies such as federations or associations of insurers;
   (xii) for statistical, actuarial research or marketing analysis undertaken by the Company or any member of the Group;
   (xiii) evaluating, analyzing, improving and developing the Company's website; and
   (xiv) fulfilling any other purposes directly related to (i) to (xiii) above.

Use of Personal Data in Direct Marketing

8. The Company is only allowed to (i) use Your Personal Data in direct marketing; or (ii) provide Your Personal Data to another person or company for its use in direct marketing, if you provide your consent or do not object in writing.
9. In connection with direct marketing, the Company intends:
   (i) to use your name, contact details, services and products portfolio information, financial background and demographic data held by the Company from time to time in direct marketing to market the following classes of services and products offered by the Company, other members of the Group and/or Our Business Partners (being providers of the product and services described below) from time to time:
      a. insurance services and products;
      b. wealth management services and products;
      c. pensions, investments, brokering, financial advisory, credit and other financial services and products;
      d. health-check and wellness services and products;
      e. reward, loyalty or privileges programmes and related services and products; and
      f. donations and contributions for charitable and/or non-profit making purposes; and

(ii) to provide your name and contact details to any members of the Group and/or Our Business Partners for their use in direct marketing the classes of services and products described in paragraph 9(i) above (including, in the case of Our Business Partners, for money or other commercial benefit).

The Company may send you marketing communications or materials and use Your Personal Data in accordance with paragraphs 8 & 9 above. If you do NOT agree to receive such marketing communications or the Company's intended use of Your Personal Data, you may write to the Corporate Data Protection Officer of the Company at the address below to opt out from direct marketing at any time:

Corporate Data Protection Officer
Avo Insurance Company Limited,
Unit 2702-03, 2705, 27/F, 118 Connaught Road West,
Sheung Wan, Hong Kong

To facilitate the purposes set out in paragraphs 7 and 9 above, the Company may transfer, disclose, grant access to or share Your Personal Data with the parties set out in paragraphs 5 and 9(ii) and you acknowledge that those parties may be based outside Hong Kong and that Your Personal Data may be transferred to places where there may not be in place data protection laws which are substantially similar to, or serve the same purposes as, the Personal Data (Privacy) Ordinance.

Data Access and Correction Right

10. Under the Personal Data (Privacy) Ordinance you have the right to request access to Your Personal Data held by the Company and request correction of any of Your Personal Data which is incorrect and the Company has the right to charge you a reasonable fee for processing and complying with your data access request.
11. Requests for access to or correction of Your Personal Data should be made in writing to the Corporate Data Protection Officer of the Company at the address above. For any questions, please do not hesitate to call our Customer Service Hotline on +852 3572-8222.
12. In case of any discrepancies between the English and Chinese versions of this PICS, the English version shall apply and prevail.

The Company reserves the right, at any time effective upon notice to you, to add to, change, update or modify this PICS.

個人資料收集聲明

1. **閣下需要不時向安我保險有限公司（「本公司」）就本公司的服務及產品提供個人資料及詳情。如未能提供所需資料及詳情，可能會導致本公司無法向閣下提供或繼續提供有關服務及產品。**
2. **本公司亦可以利用閣下提供的資料及詳情製作及匯編額外的個人資料。本公司不時收集、製作及匯編的所有個人資料，以下統稱為「閣下的個人資料」。**
3. **「閣下的個人資料」亦包括由閣下提供有關閣下的受益人、受養人、獲授權代表及其他人士的資料。如閣下代表他人提供個人資料，閣下確認閣下乃是他們的父母或監護人或閣下已取得有關人士之同意提供有關人士之個人資料予本公司作本聲明之用途。**
4. **如本聲明所述，閣下的個人資料亦可能被本公司的附屬公司、控股公司、聯營或聯屬公司或本公司控制的公司或與本公司受共同控制的公司（統稱「本集團」）處理。**

個人資料的轉移

5. **閣下的個人資料將被保密但為達成下文第 7 段列出的用途，本公司可能將閣下的個人資料轉移、披露、讓其查閱或與以下各方共同使用：**
   - (i) **本集團的其他成員；**
   - (ii) **任何因本公司業務而聘用之經營保險相關及/或再保險相關業務之人士或公司；**
   - (iii) **任何因本公司業務而聘用的治療師、醫院、診所、醫生、化驗所、技師、損失理算人、風險情報供應商、索賠調查人、法律顧問及/或其他專業顧問；**
   - (iv) **任何向本公司之業務提供行政、分銷、信貸資料庫、債務追 討、電訊、電腦、熱線中心、資料處理、付款處理、印刷、贖回或其他服務的代理人、承包商或服務供應商；及/或**
   - (v) **任何本公司或本集團的其他成員負有責任或需要或預期要根據任何法律、規則、規例、實務守則或指引（不論在香港境內或境外適用）作出披露的官員、規管者、部門、執法代理或其他人士（不論在香港境內或境外）。**
6. **閣下的個人資料可能被轉移或披露予任何承讓人、受讓人、本公司業務的任何實質部分的參與人或次參與人。**

個人資料收集目的

7. **閣下的個人資料可能用於以下用途：**
   - (i) **向閣下提供本公司的服務及產品包括管理、維持、處理及運作有關服務及產品；**
   - (ii) **處理、評估及決定閣下就本公司的服務或產品而提出的任何申請或要求，以及維持閣下在本公司的賬戶；**
   - (iii) **處理付款指示；**
   - (iv) **發展保險及其他金融服務及產品；**
   - (v) **發展及維持本公司信貸及風險之相關模型；**
   - (vi) **釐訂任何欠付閣下或閣下所欠的負債，及向閣下或任何為閣下的債務提供擔保或其他承諾的人士收取及追討欠款；**
   - (vii) **行使與本公司的服務及／或產品有關的任何權利；**
   - (viii) **就本公司之服務及產品作出資格、信貸、身體、醫療、擔保、 承保及／或身份核証；**
   - (ix) **用於任何因本公司的產品或服務而由閣下提出或本公司對閣下提出的申索，包括作出、抗辯、調查、分析、處理、評核、決定、回應、解決或和解有關申索；**
   - (x) **進行保單審閱及需求分析（不論是否定期進行）；**
   - (xi) **本公司或本集團的其他成員根據任何法律、規則、規例、實務守則或指引（不論在香港境內或境外適用）要求而須作出披露， 包括向任何法定機構、監管機構、政府機構、稅務機構、執法機構或其他機構（包括為遵守制裁法、避免或偵查洗錢、恐怖分子資金籌集或其他不法活動）或向任何獨立監管或行業團體 （如保險業聯會或協會等）作出披露；**
   - (xii) **作本公司或本集團的任何成員的統計/精算研究或行銷分析；**
   - (xiii) **評估、分析、改進及發展本公司網站；及**
   - (xiv) **履行與上文第 (i) 至 (xiii)段直接有關的其他用途。**

在直接促銷中使用個人資料

8. **本公司只可在閣下作出書面同意或不反對的情況下 (i) 使用閣下的 個人資料作直接促銷用途，或 (ii) 將閣下的個人資料提供予其他人 士或公司作其直接促銷用途。**
9. **就直接促銷而言，本公司擬：**
   (i) **使用本公司不時持有的閣下姓名、聯絡資料、服務及產品組 合資料、財務背景及人口統計資料作直接促銷用途；銷售本 公司、本集團其他成員及／或本公司之業務夥伴（即以下產 品及服務的供應商）不時提供的下列服務及產品：**
      a. **保險服務及產品；**
      b. **財富管理服務及產品；**
      c. **退休金、投資、經紀、財務諮詢、信貸及其他金融服務及產品；**
      d. **健康檢查及健康服務及產品；**
      e. **獎賞、客戶忠誠或優惠計劃及相關服務及產品; 及**
      f. **為慈善及/或非牟利用途的捐款及捐贈。**
   (ii) **將閣下的姓名及聯絡資料提供予本集團任何成員及／或本公 司之業務夥伴，讓其用於直接促銷上文第** 9(i)**段所載的服務或產品（如為業務夥伴，則包括作金錢或其他商業利益）。**

本公司可能會向閣下送交推廣訊息或資料及根據上述第 **8** 及第 **9** 段使用閣下的個人資料。如閣下不同意接收有關的推廣訊息或本公司擬對閣下的個人資料的使用，閣下可於任何時間致函本公司的資料保護主任並將函件郵寄至以下地址，藉以行使閣下不同意此項安排的權利：

香港上環干諾道西118**號**27**樓**2-3**、5室**

安我保險有限公司

資料保護主任

為達成上文第 7 **及第** 9 **段所列出的目的，本公司可能將閣下的個人資料轉移、披露、讓其查閱或與上文第** 5 **及第** 9(ii)**段所列的各方共同使用及閣下知悉有關一方可能設在香港以外的地方及閣下的個人資料可能被轉往的地方未必設有與《個人資料（私隱）條例》大致相同或用作同一用途的資料保護法。**

查閱及改正資料權利

10. **根據《個人資料（私隱）條例》，閣下有權要求查閱本公司所持有閣下的個人資料，並要求改正閣下的不正確個人資料及本公司有權就處理及遵行閣下的查閱資料要求而收取合理費用。**
11. **查閱或改正閣下的個人資料要求，應以書面形式向本公司的資料保護主任提出並將函件郵寄至上述地址。如有任何疑問，敬請致電本公司之客戶服務熱線** +852 3572-8222。
12. **中英文版本如有差異，將以英文版本為準。**

本公司保留隨時增補、更改、更新及修訂本聲明之權利，任何更改將於發出通知時起生效。

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This website and / or APP is prepared for general information purpose only and the information and descriptions contained herein are not necessarily intended to be complete descriptions of all terms, exclusions and conditions applicable to the products and services. While every effort has been made to ensure accuracy, no responsibility would be accepted by Avo Insurance Company Limited ("the Company") for errors and omissions however caused. The information should not be relied on as professional advice and should not be regarded as a replacement for detailed advice in individual circumstances when the services of a competent professional consultant should be sought.

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Legal restrictions may apply to the distribution of information regarding certain of these products and services in some jurisdictions, and this website and / or APP is not intended for the use of persons located in those jurisdictions to which restrictions apply. Persons accessing this website and / or APP do so on their own initiative. It is the responsibility of those accessing this website and / or APP to ensure that they are aware of and observe all relevant restrictions and laws which apply to them. All insurance product information available on this website and / or APP is not and shall not be construed as an offer to sell or a provision of insurance products to any person in any jurisdiction outside Hong Kong or a solicitation to such person to buy insurance products available on this website and / or APP.

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The use of the Internet cannot be guaranteed to be completely safe. The Company does not warrant that any information accessible through this website and / or APP is free of viruses or other harmful element and is not responsible in any manner for any direct, indirect or consequential damages arising out of the use of this website and / or APP or the downloading of materials from this website and / or APP. Users of this website and / or APP shall be solely responsible for protecting and backing up their data and/or equipment and taking any protective measures against computer viruses or other contaminating or destructive properties as they think appropriate and necessary.

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All information submitted to the Company via this website and / or APP shall be deemed and remain the property of the Company and the Company shall be free to use, for any purposes, any ideas, concepts, know-how or techniques contained in information

provided by a visitor to the Company through this website and / or APP. The Company shall not be subject to any obligations of confidentiality regarding submitted information except as otherwise specifically agreed or required by law.

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Inconsistency in Wordings

In the event of any ambiguity or inconsistency between the English and Chinese version of this disclaimer and content of this website and / or APP, the English version will control and prevail.

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Information provided on this website and / or APP may be revised at any time without notice at the discretion of the Company.

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此網站及/或應用程式目的在於提供一般資訊，所載資料和說明未必旨在涵蓋有關產品和服務的所有章 則、不保事項和條款。雖然資料已力求準確，惟如有誤差或遺漏，安我保險有限公司（「本公司」）並不承擔責任。此網站及/或應用程式資料不應賴以作為專業意見，也不應用作取代在個別情況下向合適專業顧問尋求的詳盡意見。

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使用互聯網不保證絕對安全。本公司並不保證，經此網站及/或應用程式得到的任何資料不含病毒或其他有害成分，且對使用此網站及/或應用程式，或由此網站及/或應用程式下載資料而招致任何直接、間接或相應損失不負任何責任。此網站及/或應用程式的用戶須自行負責為其資料及／或設備作出保護及備份，並採取其認為適合及需要的預防措施，防範電腦病毒或其他具感染或破壞能力的病毒。

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透過此網站及/或應用程式向本公司提交之全部資料應被視為並保留為本公司之財產。本公司就用戶透過本網站及/或應用程式所提供之任何構想、概念、實際知識或技術，具有自由使用之權利。就所提交之資料，除經特別同意或法律規定外，本公司將不受任何保密義務約束。

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意義不符

此免責聲明及網站及/或應用程式內容的中文與英文版本意義若有差異，以英文版本為準。

適用法律及管轄

此免責聲明受香港法律管轄，並受香港法院的專屬司法管轄。

此網站及/或應用程式提供的資料可能隨時會被修改，本公司有權不發出通知。

Privacy Policy

Introduction

Avo Insurance Company Limited ("the Company") is committed to implementation and compliance with the Personal Data (Privacy) Ordinance ("the Ordinance"). The Corporate Data Protection Officer is responsible for coordinating and overseeing compliance with the Ordinance and the upholding of the Data Protection Principles set out in the Ordinance.

This Policy applies to all products and services provided by the Company and sets out how the Company may collect, process, use and disclose your personal data. In case of any discrepancies between the English and Chinese versions, the English version shall apply and prevail.

Types of Personal Data Possessed by the Company

Personal data regarding customers:

(i) name, address, and contact details of customers or potential customers;
(ii) occupation, date of birth and nationality of customers, their identity card and/or passport numbers and place and date of issue thereof;
(iii) current employer, nature of position, annual salary and other benefits of customers;
(iv) details of properties, assets or investments held by customers;
(v) details of all other assets or liabilities (actual or contingent) of customers;
(vi) information obtained by the Company in the ordinary course of the continuation of the business relationship (for example, when customers 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); and
(vii) information which is in the public domain.

Personal data regarding employment:

(i) name and address, contact details, date of birth and nationality of employees and potential employees and their spouses and their identity card and/or passport numbers and place and date of issue thereof;
(ii) additional information compiled about potential employees to assess their suitability for a job in the course of the recruitment selection process which may include references obtained from their current or former employers or other sources;
(iii) additional information compiled about employees in the ordinary course of the continuation of the employment relationship which may include records of remuneration and benefits paid to the employees, records of job postings, transfer and training, records of medical checks, sick leave and other medical claims and performance appraisal reports of the employees;
(iv) relevant personal data pertaining to former employees may be required by the Company to fulfil its obligations to the former employees and its legal obligations under certain ordinances; and
(v) information which is in the public domain.

The Company may hold other types of personal data which it needs in the light of experience and the specific nature of its business.

Uses of Personal Data

Your Personal Data will be kept confidential, but to facilitate the purposes set out in the paragraph below, the Company may transfer, disclose, grant access to or share Your Personal Data with the following:

(i) other members of the Group;
(ii) any person or company carrying on insurance-related and/or reinsurance-related business which is engaged by the Company in connection with the Company's business;
(iii) any physicians, hospitals, clinics, medical practitioners, laboratories, technicians, loss adjustors, risk intelligence providers, claims investigators, legal advisors and/or other professional advisors engaged in connection with the Company's business;
(iv) any agent, contractor or service provider providing administrative, distribution, credit reference, debt collection, telecommunications, computer, call centre, data processing, payment processing, printing, redemption or other services in connection with the Company's business; and/or
(v) any official, regulator, ministry, law enforcement agent or other person (whether within or outside Hong Kong) to whom the Company or another member of the Group is under an obligation or otherwise required or expected to make disclosures under the requirements of any law, rules, regulations, codes of practice or guidelines (whether applicable in or outside Hong Kong).

Your Personal Data may be transferred or disclosed to any assignee, transferee, participant or sub-participant of all or any substantial part of the Company's business.

The purposes for which Your Personal Data may be used are as follow:

(i) providing our services and products to you, including administering, maintaining, managing and operating such services and products;
(ii) processing, assessing and determining any applications or requests made by you in connection with our services or products and maintaining your account with the Company;
(iii) processing payment instructions;
(iv) developing insurance and other financial services and products;
(v) developing and maintaining credit and risk related models;
(vi) determining any indebtedness owing to or from you, and collecting and recovering any amount owing from you or any person who has provided any security or other undertakings for your liabilities;
(vii) exercising any rights that the Company may have in connection with our services and/or products;
(viii) carrying out and/or verifying any eligibility, credit, physical, medical, security, underwriting and/or identity checks in connection with our services and products;
(ix) any purposes in connection with any claims made by or against or otherwise involving you in respect of any of our services or products, including, making, defending, investigating, analysing, processing, assessing, determining, responding to, resolving or settling such claims;
(x) performing policy reviews and needs analysis (whether or not on a regular basis);
(xi) meeting disclosure obligations and other requirements imposed by or for the purposes of any laws, rules, regulations, codes of practice or guidelines (whether applicable in or outside Hong Kong) binding on the Company or any other member of the Group, including making disclosure to any legal, regulatory, governmental, tax, law enforcement or other authorities (including for

compliance with sanctions laws, the prevention or detection of money laundering, terrorist financing or other unlawful activities) or to any self-regulatory or industry bodies such as federations or associations of insurers;

(xii) for statistical, actuarial research or marketing analysis undertaken by the Company or any member of the Group;

(xiii) evaluating, analyzing, improving and developing the Company's website; and

(xiv) fulfilling any other purposes directly related to (i) to (xiii) above.

Accuracy of Personal Data

The Company will ensure the accuracy of all personal data collected and used by the Company. Appropriate procedures are implemented so that all personal data is regularly checked and updated to ensure that it is reasonably accurate having regard to the purposes for which that data is used. If the personal data held by the Company consists of statements of opinion, all reasonably practicable steps are taken to ensure that any facts cited in support of such statements of opinion are correct.

The Company will at all times endeavour to ensure the accuracy of personal data held by the Company, and if such personal data is transferred to third parties, it will notify that third party of any correction to be made.

Retention of Personal Data

The Company will take reasonable and practicable steps to ensure that personal data will not be kept longer than necessary. In general, the Company shall usually hold the related personal data for a period of 7 years after termination of the business relationship or such other periods as prescribed by applicable laws and regulation.

Security of Personal Data

It is the policy of the Company to ensure an appropriate level of protection for personal data in order to avoid unauthorised or accidental access, processing, erasure, loss or other use of that data, commensurate with the sensitivity of the data and the harm that would be caused by occurrence of any of the aforesaid events. It is the practice of the Company to achieve appropriate levels of security by restricting physical access to data, providing secure storage facilities and incorporating security measures into equipment in which data is held. Measures are taken to ensure the integrity, prudence, and competence of persons having access to personal data and personal data is only transmitted by secure means.

Use of Cookies and Third Party Links

The Company may use cookies to improve our internet service to you. Cookies are small data files that are automatically stored on your web browser in your computer that can be retrieved by the Company's website. Cookies enable the Company's website to remember you and your preferences when you visit the website and enable us to tailor the website to your needs. The information collected by cookies is anonymous visitor's personalised settings information and contains no name or address information or any information that will enable anyone to contact you via telephone, e-mail or any other means. No customer personal data is stored in cookies. However, you can disable cookies by changing the settings of your web browser. The Company's website may include hyperlinks to third party websites. The Company has no control over the content, accuracy, opinion expressed, and other links provided at these third party websites or how these third party websites deal with your personal data. You should visit these third party websites for details of their privacy policies in relation to their handling of your personal data.

Further enquiries regarding the Company's Privacy Policy may be directed to:
Corporate Data Protection Officer
Avo Insurance Company Limited,
Unit 2702-03, 2705, 27/F, 118 Connaught Road West,
Sheung Wan, Hong Kong

私隱政策

引言

安我保險有限公司（「本公司」）致力執行及遵守個人資料（私隱）條例（以下簡稱「條例」）。資料保護主任乃負責協調及監察條例之遵守，並維持條例所述之保障資料原則。

本政策適用於本公司提供的所有產品及服務，並列明本公司如何收集、處理、使用及披露閣下的個人資料。

中英文版本如有差異，將以英文版本為準。

本公司持有的個人資料的種類

客戶的個人資料：

(i) **準客戶及客戶的姓名、地址和聯絡詳情；**

(ii) **客戶的職業、出生日期和國籍、其身份證及／或護照號碼及證件發出日期和地點；**

(iii) **客戶現時的僱主、職位性質、年薪及其他福利；**

(iv) **客戶持有的物業、資產或投資的詳情；**

(v) **客戶所有的其他資產或負債（實有或或然）的詳情；**

(vi) **本公司在延續與客戶正常業務關係中獲得的資料（例如，當客戶向本公司申請保險賠償或在一般情況下以口頭或書面形式與本公司溝通時，本公司亦會收集客戶的資料，當中可能以文書形式或電話錄音系統收集）；及**

(vii) **可透過公共領域取得的資料。**

僱傭有關的個人資料：

(i) **僱員或準僱員及其配偶的姓名和地址、聯絡詳情、出生日期和國籍、其身份證及／或護照號碼及證件發出日期和地點；**

(ii) **在遴選過程中進一步匯集的求職者資料，可能包括從其現任僱主或前僱主或其他來源取得的評介，藉以評估求職者是否勝任有關職位；**

(iii) **本公司在延續僱傭關係過程中收集更多關於僱員的資料，可能包括向僱員發放的工資及提供福利的記錄，僱員所擔任的職位、調職及培訓記錄，體格檢驗、病假及其他醫療補償申索記錄及僱員的工作表現評核報告；**

(iv) **本公司為履行對前僱員的責任或履行某些條例所規定的法律責任而可能保留前僱員的相關個人資料；及**

(v) **可透過公共領域取得的資料。**

本公司或會持有鑑於經驗及個別特殊業務性質所需的其他種類的個人資料。

個人資料之使用

閣下的個人資料將被保密但為達成下文列出的用途，本公司可能將閣下的個人資料轉移、披露、讓其查閱或與以下各方共同使用：

(i) **本集團的其他成員；**

(ii) **任何因本公司業務而聘用之經營保險相關及/或再保險相關業務之人士或公司；**

(iii) **任何因本公司業務而聘用的治療師、醫院、診所、醫生、化驗所、技師、損失理算人、風險情報供應商、索賠調查人、法律顧問及/或其他專業顧問；**

(iv) **任何向本公司之業務提供行政、分銷、信貸資料庫、債務追 討、電訊、電腦、熱線中心、資料處理、付款處理、印刷、贖回或其他服務的代理人、承包商或服務供應商；及/或**

(v) **任何本公司或本集團的其他成員負有責任或需要或預期要根據任何法律、規則、規例、實務守則或指引（不論在香港境內或境外適用）作出披露的官員、規管者、部門、執法代理或其他人士（不論在香港境內或境外）。**

閣下的個人資料可能被轉移或披露予任何承讓人、受讓人、本公司業務的任何實質部分的參與人或次參與人。

閣下的個人資料可能用於以下用途：

(i) **向閣下提供本公司的服務及產品包括管理、維持、處理及運作有關服務及產品；**

(ii) **處理、評估及決定閣下就本公司的服務或產品而提出的任何申請或要求，以及維持閣下在本公司的賬戶；**

(iii) **處理付款指示；**

(iv) **發展保險及其他金融服務及產品；**

(v) **發展及維持本公司信貸及風險之相關模型；**

(vi) **釐訂任何欠付閣下或閣下所欠的負債，及向閣下或任何為閣下的債務提供擔保或其他承諾的人士收取及追討欠款；**

(vii) **行使與本公司的服務及／或產品有關的任何權利；**

(viii) **就本公司之服務及產品作出資格、信貸、身體、醫療、擔保、 承保及／或身份核証；**

(ix) **用於任何因本公司的產品或服務而由閣下提出或本公司對閣下提出的申索，包括作出、抗辯、調查、分析、處理、評核、決定、回應、解決或和解有關申索；**

(x) **進行保單審閱及需求分析（不論是否定期進行）；**

(xi) **本公司或本集團的其他成員根據任何法律、規則、規例、實務守則或指引（不論在香港境內或境外適用）要求而須作出披露，包括向任何法定機構、監管機構、政府機構、稅務機構、執法機構或其他機構（包括為遵守制裁法、避免或偵查洗錢、恐怖分子資金籌集或其他不法活動）或向任何獨立監管或行業團體 （如保險業聯會或協會等）作出披露；**

(xii) **作本公司或本集團的任何成員的統計/精算研究或行銷分析；**

(xiii) **評估、分析、改進及發展本公司網站；及**

(xiv) **履行與上文第** (i) **至** (xiii)**段直接有關的其他用途。**

個人資料之準確性

本公司會確保其所收集及使用之個人資料的準確性。本公司已執行適當程序以定期核對及更新所有個人資料，以確保有關的資料就被使用的目的而言是為合理準確。若本公司所持有之個人資料載有意見陳述，則本公司將採取所有合理可行之步驟，確保任何引用支持該等意見陳述之事實正確無誤。本公司會時刻致力確保其所持有之個人資料的準確性。若此等個人資料被轉交予第三方， 本公司將會知會該第三方作出之有關修正。

個人資料的保留

本公司將採取一切合理及實際可行步驟，確保不會保留個人資料超過必需的時間。一般而言，本公司會在業務關係終止後保存相關的個人資料 7 年或按照有關法律或法規所規定的期限保留個人資料。

個人資料安全

本公司的政策是為確保個人資料的安全及會因應資料的敏感程度及考慮如此等事情發生便能造成的損害程度提供適度的保障，以防止資料未獲准許或意外地被查閱、處理、刪除、遺失或作其他用途。為達到適當程度的保安，**本公司的一貫做法為透過提供安全的儲存設施及在資**料**存置設備實施保安措施，以嚴格限制資**料**被查閱。本公司亦會採取措施以確保處理該等資**料**的人士具備**良**好操守、審慎態**度**及辦事能力，以及資**料**只會以妥善保安的方式傳送。**

使用 **Cookies** 及第三方連結

本公司可能使用 Cookies**，以改善我們向閣下提供的互聯網服務。**Cookies **是載有小量資料的檔案，自動儲存於閣下電腦的網頁瀏覽器中，並可供本網站日後檢索。當閣下瀏覽本網站時，**Cookies **能讓本公司網站記下閣下及閣下的偏好設定，進而讓本公司能根據閣下的需求訂定網站內容。**Cookies **收集的資料是不記名的個人化設置資料，當中並不載有姓名、地址或其他可使他人透過電話、電子郵件或其他方式聯絡閣下的資料。**Cookies **並不保存客戶的個人資料。然而，閣下可以自行更改網頁瀏覽器設置以停用** Cookies**。**

本公司網站可能載有第三方網站的超連結。本公司對該等第三方網站提供之內容、準確性、 發表之意見、其提供之連結或對該等第三方網站處理閣下個人資料之方式均無控制權。閣下應瀏覽該等第三方網站，以查閱其處理與閣下個人資料有關的詳細私隱政策。

有關本公司私隱政策之進一步諮詢，請聯絡以下人士：

香港上環干諾道西118號27樓2-3、5室

安我保險有限公司

資料保護主任