

# i-GUARD CARECash TERMS AND CONDITIONS

## (For PCCW-HKT Customer)

### Important information about this cover

This document sets out to the Insured Person(s) regarding the current Terms and Conditions of the i-GUARD CARECash which will be available to all PCCW-HKT customers who are Hong Kong residents and between the age of 18-80 (both inclusive). It is important that you keep it in a safe place together with the accompanying Welcome Letter provided to you by i-GUARD Direct Limited ("i-GUARD") as evidence of coverage. These i-GUARD CARECash Terms and Conditions explain the nature of the arrangement and its relevant benefits and risks.

You should read these i-GUARD CARECash Terms and Conditions carefully. Any claim made by You will be bound by the definitions, terms and conditions, exclusions and claim procedures set out in these i-GUARD CARECash Terms and Conditions.

### Part 1: Declaration

In consideration of the subscription of i-Guard Direct Limited's CARECash, ACE Insurance Limited (herein called "**Insurer**") has agreed to insure **i-GUARD** for the events occurring to the eligible **Insured Person(s)** to the extent hereto provided and subject to the exclusions and all other limitations and provisions of the Master Policy No. RMGHK60001 (the "Policy").

#### 1. Policyholder

i-Guard Direct Limited

#### 2. Insured Person(s)

Any Hong Kong **Resident** who as at the date of registration is a customer of PCCW-HKT with a contract in force, and/or a member of The Club, and is also a subscriber of i-Guard Direct Limited's CARECash.

### Part 2: Benefits and Exclusions

#### 1. Schedule of Benefits

	Lump Sum Cash			
<u>A. Hospitalisation Benefit</u>	myHKT Users / Blue Members of The Club	Silver Members of The Club	Gold Members of The Club	Platinum Members of The Club
For whole Hospitalisation Period between 15 days to 29 days	HK\$375	HK\$750	HK\$1,000	HK\$1,500
For whole Hospitalisation Period between 30 days to 44 days	HK\$750	HK\$1,500	HK\$2,000	HK\$3,000
For whole Hospitalisation Period between 45 days to 59 days	HK\$1,125	HK\$2,250	HK\$3,000	HK\$4,500
For whole Hospitalisation Period 60 days or above	HK\$1,500	HK\$3,000	HK\$4,000	HK\$6,000

<u>B. Involuntary Loss of Employment (ILOE) Benefit</u>	myHKT Users / Blue Members of The Club	Silver Members of The Club	Gold Members of The Club	Platinum Members of The Club
For whole ILOE Period between 30 days to 44 days	HK\$750	HK\$1,500	HK\$2,000	HK\$3,000
For whole ILOE Period between 45 days to 59 days	HK\$1,125	HK\$2,250	HK\$3,000	HK\$4,500
For whole ILOE Period 60 days or above	HK\$1,500	HK\$3,000	HK\$4,000	HK\$6,000

## 2. Coverage:

### A. Hospitalisation benefit

- If during the **Period of Coverage**, the **Insured Person** is **Hospitalised**, as a result of an **Accidental Injury** or **Sickness**, for a continuous period of at least 15 consecutive days of any **Accident** or **Sickness**, the **Insurer** will pay the Lump Sum Cash shown on the Schedule of Benefit according to the Hospitalisation Period.
- Under no circumstances, shall the Lump Sum Cash be payable if the **Insured Person's Hospitalisation** is less than 15 consecutive days.
- No benefit shall be paid if the **Insured Person** is not under the regular care and attendance of a **Doctor** or if the medical treatment does not require the **Insured Person** to be **Hospitalised**.
- No benefit is entitled for any Hospitalisation due to Sickness during the thirty (30) days waiting period, which starts from the Coverage Effective Date.

### B. Involuntary Loss of Employment (ILOE) benefit

- If during the **Period of Coverage**, the **Insured Person** sustains **Involuntary Loss of Employment (ILOE)** continuously for at least thirty (30) consecutive days from the **Commencement of the ILOE**, the Insurer will pay the ILOE benefit shown on the Schedule of Benefit according to the ILOE Period.
- No **ILOE** benefit is entitled during the thirty(30) days waiting period, which starts from the Coverage Effective Date.

## 3. Exclusions applicable to Hospitalisation benefit

This policy does not insure against **Injury or Sickness** arising directly or indirectly out of:

- (a) any consequences of **War** (whether declared or not), invasion or **Civil War**, taking part in a **Riot**, or **Civil Commotion**, or any operation with or service in any disciplined forces, armed services, armed forces, naval, military or airforce of any country. For the avoidance of doubt, disciplined forces shall include but not be limited to policemen, customs officers, firemen, immigration officers/inspectors and correctional service officers/inspectors etc;
- (b) any criminal or illegal act committed or attempted by the **Insured Person**;
- (c) any condition which, results from or is a complication of birth control, sterilisation, infertility or treatment thereof, pregnancy, childbirth, caesarean, miscarriage or abortion; or routine physical or any other examinations where there is no clear signs of abnormality; or any dental work or treatment, extraction of impacted teeth or wisdom teeth, eye examinations or anomalies and cosmetics or plastic surgery; any optional surgery elected by an **Insured Person** which is not recommended or prescribed by a **Doctor** in the treatment of any **Accidental Injury** or **Sickness**;
- (d) **Pre-Existing Medical Condition**; or congenital anomalies or heredity anomalies;
- (e) Human Immunodeficiency Virus (HIV) or other forms of virus, Acquired Immune Deficiency Syndrome (AIDS), and AIDS-Related Complex (ARC) other than if contracted as a result of blood transfusion given by a **Doctor**; or any condition which is, results from or is a complication of infection with a venereal disease;
- (f) engagement in any professional sport meaning his/her livelihood is substantially dependent on income received as a result of his/her playing sport; or **Insured Person** engaging in any motor sports as a rider, driver and/or a passenger;
- (g) suicide, attempted suicide or deliberate self-inflicted injury by the **Insured Person** regardless of the state of his/her mental health; or any condition which is, results from or is a psychiatric condition, stress, anxiety and depression

## 4. Exclusions applicable to Involuntary Loss of Employment benefit

This policy does not insure against ILOE if:

- (a) As at the **Date of Event**, the **Insured Person** has not been in permanent **Fulltime employment** for a continuous period of at least six (6) months;
- (b) Loss of employment is due to misconduct, breach of his employment agreement, retirement, disciplinary action, demotion or transfer to another position;
- (c) Loss of employment is due to any ailment or injury arising directly or indirectly, from or related to alcoholism, drug addiction or the influence of alcohol or non-prescribed drugs;
- (d) As at the **Date of Event** the **Insured Person** is not
  - i. a resident of Hong Kong; or
  - ii. employed in Hong Kong with a valid working permit in Hong Kong; or
  - iii. a Hong Kong Identity Card holder;
- (e) The **Insured Person** voluntarily resigns or accepts voluntary redundancy or **Insured Person** is self-employed or he abandons his employment.
- (f) The **Insured Person** is made **ILOE** or advised that his/her permanent **Fulltime Employment** would or may be terminated at or immediately prior to the **Effective Date**.

### Part 3: Definitions

**Accidental Injury** means a bodily injury resulting from an accident during the **Period of Coverage** and which is not an illness and which:

- (a) is caused by violent, external and visible means; and
- (b) occurs during the **Period of Coverage**; and
- (c) results within six (6) months of the accident; and
- (d) results solely and independently of any causes other than:
  - (i) the accident; and/or
  - (ii) sickness directly resulting from medical or surgical treatment rendered necessary by the accident; and
- (g) may include a bodily injury caused by Insured Person being directly and unavoidably exposed to the elements as a result of an accident.

**Civil Commotion** means a disturbance, commotion or disorder created by civilians usually against a governing body or the policies thereof.

**Civil War** means any of the following, whether declared or not, armed opposition, insurrection, revolution, armed rebellion, sedition, between two or more parties belonging to the same country where the opposing parties are of different ethnic religious or idealistic groups.

**Commencement of the ILOE** means the date after the last working date of the **Insured Person** of his **Fulltime employment** due to **ILOE**.

**Insurer** means ACE Insurance Limited.

**Date of Event** means during the **Period of Coverage**:

- (a) For claims under **Hospitalisation** Benefit, the first day of admission in a **Hospital** of the **Insured Person**;
- (b) For claims under **Involuntary Loss of Employment** Benefit, the date after the termination of employment due to **ILOE**.

**Doctor** means a legally registered western medical practitioner who is not (a) the **Insured Person** himself/herself; (b) an insurance agent, business partner, employer or employee of the **Insured Person**; or (c) a member of the **Insured Person's** immediate family by blood or marriage.

**Effective Date** means the first day of insurance for the **Insured Person** as stated in the Welcome Letter.

**Employer** means the organization which carries on business in Hong Kong and in possession of a valid Business Registration Certificate and with a fixed office and register place of business.

**Event(s)** means an occurrence that could give rise to a claim for a benefit under the policy during the **Period of Coverage**.

**Expiry Date** means the last day of insurance for the **Insured Person** as stated in the Welcome Letter.

**Fulltime employment** means an **Insured Person** is working as an employee for an average for more than twenty (20) hours per week with one **Employer** in continual, permanent and gainful employment for salary or wages, where such employment is not temporary, seasonal, casual or under a contract based upon a specified period or completion of specified work. It does not mean **Self-employment**.

**Hospital** means a legally constituted establishment operated pursuant to the laws of the country in which it is located, and which meets all of the following requirements:

- (a) operates primarily for the reception and medical care and treatment of sick, ailing or injured persons on a resident inpatient basis; and
- (b) admits a resident inpatient only under the supervision of one or more **Doctors**, at least one of whom is available for consultation at all times; and
- (c) maintains organized facilities for medical diagnosis and treatment of resident inpatients, and provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by the establishment; and
- (d) provides full-time nursing service by and under the supervision of a staff of nurses; and
- (e) has an on-duty staff of at least one **Doctor** and one qualified nurse at all times; and
- (f) "Hospital" shall not include the following:
  - a mental institution, an institution operating primarily for the treatment of psychiatric or psychological disease including sub-normality or the psychiatric department of a hospital;
  - a place for the aged, a rest home, or a place for drug addicts or alcoholics;

- a health hydro or nature-cure clinic; a nursing or convalescent home, a special unit of a hospital used primarily as a place for drug addicts or alcoholics, or as a nursing, convalescent, rehabilitation, extended care facility or rest home.

**Hospitalised/Hospitalisation** means admitted to and required to remain in a **Hospital** for medical treatment as a resident in patient during the **Period of Coverage**, for which the **Hospital** makes a room and board charge on a daily basis, provided that such requirement is certified by both a **Doctor** and the relevant Hospital and the time between admission and discharge is more than six (6) consecutive hours.

**Hospitalisation Period** means the period when the **Insured Person** is **Hospitalised** and starting from the **Date of Event** until the date the **Insured Person** is discharged from **Hospital**.

**ILOE Period** means the period starting from the **Commencement of ILOE** and ceases as soon as the **Insured Person** becomes **Self-employed** or agrees to provide contract of service to any person.

**Insured Person** means a Hong Kong Resident, as at the date of registration, a customer of PCCW-HKT with a contract in force, and/or a member of The Club, and is also a subscriber of i-Guard Direct Limited's CARECash.

**Involuntary Loss of Employment (ILOE)** means the unemployment of an **Insured Person**, with its period starts during the **Period of Coverage** and is arising out of the unilateral decision of the **Employer** to terminate his employment contract for any reason other than those mentioned in the Exclusion part, where the **Insured Person** was, at the date of termination of his or her employment, in **Fulltime Employment**. The period of ILOE ceases as soon as the **Insured Person** becomes **Self-employed** or agrees to provide contract of service to any person.

**PCCW-HKT** means Hong Kong Telecommunications (HKT) Limited, a wholly owned subsidiary of HKT Limited and the main operating company of the telecommunication businesses of the HKT Group (including HKT, Club HKT Limited and CSL Mobile Limited; including but not limited to operating and/or managing the PCCW Outlets)

**Period of Coverage** means the period between the **Effective Date** and the **Expiry Date** (both dates inclusive).

**Policyholder** means i-Guard Direct Limited, an organization who is the operator of a consumer reward and targeted offers program which includes, among others, its CARECash for the **Insured Person** for whom the required premium has been paid.

**Pre-Existing Medical Condition** means:

- (a) any condition for which a **Doctor** was consulted or for which treatment or medication was prescribed prior to the Effective Date; or
- (b) a condition, the manifestation or symptoms of which a reasonable person in the circumstances would be expected to be aware of at the Effective Date.

**Resident** shall mean a holder of a Hong Kong identity card who is residing within Hong Kong.

**Riot** means the act of any person taking part together with or without others in any disturbance of the public peace (whether in connection with a strike or lock-out or otherwise) or the action of any lawfully constituted governmental authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of such disturbance.

**Self-employed** means the **Employer** or the owner of the **Employer** is the **Insured Person** or his/her immediate family members includes but not limited to the spouse, partner, father, mother, father-in-law, mother-in-law, uncle, aunt, nephew, niece, grandfather, grandmother, son daughter, grandson, or granddaughter of the Insured Person; or the **Insured Person** owns five percent (5%) or more in the equitable interest of the business of the **Employer**.

**Sickness** means sickness, illness or disease occurring during the **Period of Coverage**.

**Strike** means the wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out; or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

**War** means whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

Words in the masculine gender shall include the feminine and neuter, and vice versa.

## Part 4 General Conditions

### 1. Beneficiary

All benefits of any amount payable under the Policy will be paid to the **Policyholder** by the **Insurer** and shall effectively discharge the **Insurer** from any further liability in respect thereof. The **Policyholder** shall pay or remit the amount to the **Insured Person** in such manner as it sees fit.

### 2. No Duplicate Coverage

Insured Person is not allowed to be covered under more than one i-GUARD CARECash Policy. If an Insured Person is covered under more than one such Policy:

- The Insurer will consider the Insured Person to be insured under the Policy which provides the highest amount of benefit; or
- The Insurer will consider the Insured Person to be insured under the Policy which was issued first if the benefit amount is the same.

### 3. Cancellation

The Policy may not be cancelled at any time after the Policy has been activated, except that the **Insurer** may cancel or rescind the Policy or cancel cover for an **Insured Person**, for fraud or misstatement including any fraud, misstatement, or other misconduct involving premium payments.

### 4. Cancellation / Termination of Policy

Insurance for the **Insured Person** automatically terminates on the earliest of:

- i. After the termination/**Expiry Date** of the Policy; or
- ii. the **Insured Person** reaches age 81; or
- iii. the death of **Insured Person**; or
- iv. the **Insured Person** has made a claim from any coverage stated in the Schedule of Benefits under Part 2 Benefits and Exclusions; or
- v. the **Insured Person** unsubscribes from CARECash; or
- vi. when the **Insured Person** ceases to be a PCCW-HKT customer, and/or a member of The Club.

After the termination date of the **Policy**, or following cancellation of the **Policy** for any reason, the **Insurer** shall remain responsible for claims and claims support for all losses on claims arising prior to the date of termination or cancellation. The **Policyholder** shall arrange for all claims and customer inquiries relating to such losses to be directed to the **Insurer**.

### 5. Fraud

If any claim under this policy shall be, in any respect, fraudulent or if any fraudulent means or devices shall be used by any person to obtain a benefit under this policy, the **Insurer** has no liability in respect of such claim and will be entitled to terminate the coverage of the Insured Person with immediate effect.

### 6. Eligibility for Benefits

This insurance will only provide benefits for loss occurring to a person who was between the ages of eighteen (18) and eighty (80) years old, ages inclusive, at the **Date of Event** and who is a Hong Kong Resident at the **Date of Event**.

### 7. Entire Contract

The Policy, together with all amendments and other attachments, if any, constitutes the entire contract of insurance. The Policy shall not be modified except by written amendment attached hereto and signed by an authorised representative of the **Insurer**.

### 8. Breach of Conditions

If the Policyholder or the Insured Person is in breach of any of the conditions or provisions of the Policy (including a claims condition), the **Insurer** may decline to pay a claim, to the extent permitted by law.

### 9. Jurisdiction

Your Policy is governed by the laws of Hong Kong. Any dispute or action in connection with Your Policy shall be conducted and determined in the courts of Hong Kong.

### 10. Legality

This insurance shall not provide any coverage to **Insured Person** who does not hold a Hong Kong Identity card.

### 11. Trade and Economic Sanctions

This insurance does not cover or pay any claims arising directly or indirectly from, caused by, a consequence of, arising in connection with or contributed to by any loss or expenses with respect to specially designated person, entity, group or company on the \*Specially Designated List or to the extent that trade or economic sanctions or other laws or regulations prohibit the **Insurer** from providing insurance, including but not limited to, the payment of claims. All other terms and conditions of the policy remain unchanged.

\*Specially Designated List means names of a person, entities, groups or corporations specified on a list who are subject to trade or economic sanctions or other such similar laws or regulations of the United States of America, United Nations, European Union or United Kingdom.

## 12. Limitations Controlled by Statute

If any time limitation of the Policy, with respect to giving notice of claim or furnishing proof of loss, is less than that permitted by the law of the jurisdiction in which the **Insured Person** resides at the time the Policy is issued, such limitation is hereby extended to agree with the minimum period permitted by such law.

## 13. Legal Action

No legal action may be brought to recover on this policy until sixty (60) days after the **Insurer** have been given written proof of loss. No such action may be brought after two (2) years from the date of loss.

## 14. Arbitration

Any dispute of any kind arising out of or in connection with this policy shall be referred within twelve (12) months from the date of first notice of dispute to the arbitration and final decision of a sole arbitrator to be appointed by agreement between the Policyholder and the Insurer or, failing such agreement within twenty-eight (28) days, under the Domestic Arbitration Rules of Hong Kong International Arbitration Centre (HKIAC). All disputes shall be arbitrated as domestic arbitration. If reference to arbitration shall not be made within the said twelve (12) months of first notice of dispute, the claimant shall be deemed to have waived all claims in connection with or arising out of the said dispute. The making of an award by such as arbitrator shall be a condition precedent to any right of action against the Insurer.

## 15. Subrogation

The **Policyholder** and/or the **Insured Person** agrees that the **Insurer** has the right to proceed at its expense in the name of the **Policyholder** and/or the **Insured Person** against any third parties who may be responsible for an occurrence of an event giving rise to a claim under this policy.

## 16. Contracts (Rights Of Third Parties) Ordinance:

The **Insurer** and the Policyholder are the only contracting parties to this Policy. Any person or entity who is not a party to this policy shall have no rights under the contracts (rights of third parties) ordinance (Cap 623 of the laws of Hong Kong) to enforce any terms of this policy.

## 17. Misrepresentation

This Policy shall be voidable in the event of any misrepresentation, misdescription, non-disclosure or concealment of any circumstances by the **Policyholder** or the **Insured Person** which is material to or connected with:

- i. the **Policyholder's** and/or the **Insured Persons'** risk experience and claim history;
- ii. the **Policyholder's** and/or the **Insured Persons'** insurance record, including previous refusals to grant insurance coverage; and
- iii. the nature of the business of the **Policyholder** and the nature of the employment of each **Insured Person**.

## 18. Notice and Sufficiency of Claim

Written notice of claim must be given to the **Policyholder** as soon as reasonably possible, and must contain sufficient information for the **Policyholder** to identify the **Insured Person** (such as Hong Kong Identity card number and **Insured Person's** name). Written notice of claim must be given to the **Policyholder** within thirty (30) days after the **Date of Event**.

All certificates, information and evidence required by the **Insurer** shall be supplied, in the form prescribed, at the expense of the **Policyholder** or the **Insured Person**. An **Insured Person** shall, as often as may be required by the **Insurer**, submit to medical examinations by physician(s) appointed by the **Insurer** and at its expense.

## 19. Payment of claims

No sum shall be paid in respect of any claim until the total amount payable under the Policy in respect of the **Hospitalisation benefit** or **Involuntary Loss of Employment (ILOE)** giving rise to the claim shall have been ascertained and agreed.

## 20. Proof of Loss

In the event of a claim, the **Insurer** and/or the **Policyholder** may make any investigation deemed necessary and the **Insured Person** shall co-operate fully with such investigation. Failure by the **Insured Person** to co-operate with such investigation may result in denial of the claim.

All information and evidence required by the **Insurer** or the **Policyholder** shall be furnished at the expense of the claimant and shall be in such form and of such nature as the **Insurer** or the **Policyholder** may prescribe. The **Insured Person** must provide proof of identity (Hong Kong Identity card).

## 21. Time for Filing Proof of Loss

Written proof of loss must be given to the **Policyholder** within thirty (30) days after the **Date of Event** including original copies of all relevant documentation, unless it was not reasonably possible to do so within that time. The

**Insured Person** shall notify the **Policyholder** promptly of the reason and possible time frame for submission when such proof of loss is delayed. Failure to give written proof of loss will invalidate the claim.

**22. Clerical errors**

If there is any clerical error in the policy, that clerical error shall be corrected and the policy will continue as if the clerical error had not occurred.

**23. Territory**

The Policy only covers employment and **Hospitalisation** occurring within Hong Kong Territories.

**24. Subsequent Amendments**

These i-GUARD CARECash Terms and Conditions may be amended or modified by the Insurer and the Policyholder from time to time, which will be binding and enforceable on each Insured Person for the time being. A copy of the latest version of these i-GUARD CARECash Terms and Conditions will be available on the i-GUARD Website.

The Policy is underwritten by ACE Insurance Limited.

## Personal Information Collection Statement of i-GUARD CARECash

By registering for i-GUARD CARECash, the personal information you provide to i-GUARD Direct Limited (“i-Guard”, “we” or “us”) (“**Personal Information**”), will be collected, used, processed and retained by us in accordance with this Personal Information Collection Statement and the i-GUARD CARECash Terms and Conditions. The privacy in relation to your Personal Information is of utmost concern to us, and we are committed to fully implementing and complying with the Data Protection Principles and all relevant provisions of the Personal Data (Privacy) Ordinance (“**the Ordinance**”).

### 1) **Your Personal Information that We Collect**

The Personal Information that we collect from you as part of your registration for i-GUARD CARECash (as hereinafter referred to as “**Registration Particulars**”) includes your name, age, passport or identification numbers, contact telephone number, email address, address, The Club Membership Number and the HKT and/or PCCW services that you have subscribed and registered in My HKT at the time of registration for i-GUARD CARECash.

### 2) **Importance of Information Collection**

The collection of your Registration Particulars is automatic upon your confirmation of ‘acceptance’ at the registration page. If you do not want to provide your Registration Particulars to us, please do not indicate your ‘acceptance’ and as a result you would become not eligible for i-GUARD CARECash. The Personal Information we collect is necessary for the proper rendering of the i-GUARD CARECash services and benefits to you or determining whether you are eligible to any of such services or benefits, without which we are not able to render such services or provide such benefits to you.

### 3) **Purposes of Information Collection and Usage**

Your Personal Information is collected and may be used, processed, and retained by us for the following purposes:

- i) establishing and serving you as a customer of i-GUARD and any of its group companies, including any of its branches, subsidiaries, holding companies, associated companies or their respective affiliates;
- ii) processing your applications, registrations, acquisitions or subscriptions of, and providing you with, services and benefits offered under i-GUARD CARECash;
- iii) constructing and maintenance of contact lists for the administration of i-GUARD CARECash;
- iv) providing you, the person to be insured, the dependents, next of kin and beneficiaries of the insurance policies of the insured person with any insurance or financial related information, product or service or any alternations, variations, cancellations or renewal of them and any claim or analysis of it;
- v) identity verification and records purposes;
- vi) complying with any law or regulation binding on or applicable to i-GUARD or any of its group companies; and

- vii) (with your consent and subject to Clause 7 below) direct marketing including but not limited to promoting, marketing or selling of services or benefits as listed under the section “Direct Marketing” below by electronic or other means.

### 4) **Disclosure of Personal Information**

Your Personal Information will be kept confidential, but we may, where such disclosure is necessary to satisfy the above-mentioned purposes, or a directly related purpose, provide such Personal Information to the following parties:

- i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or other services to i-GUARD for any of the purposes set out above;
- ii) any insurance company in the capacity of underwriter or whatever by or through which an insurance service or benefit is offered to you under i-GUARD CARECash, for the purpose of processing, handling and administering such services and benefits, the related insurance policies, and any insurance claims which you may file under such service or benefit;
- iii) any branch, subsidiary, holding company, associated company or affiliates of i-GUARD for any of the purposes set out above;
- iv) any financial institution or credit / charge card issuer related to your premium payment account; and
- v) any person to whom i-GUARD is under an obligation to make disclosure under the requirement of any law or regulation binding on or applicable to i-GUARD or any of its group companies.

### 5) **Transfer of Information Outside Hong Kong**

i-GUARD may need to from time to time transfer your Personal Information to its agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or other services to i-GUARD for proper servicing to i-GUARD, Our Partners and/or you. Such agent, contractor or service provider may be outside Hong Kong.

### 6) **Data Access**

- 6.1 Under and in accordance with the terms of the Ordinance, you have the right to:
  - i) check whether i-GUARD holds data about you and seek access to such data; and
  - ii) require i-GUARD to correct any data relating to you which is inaccurate.
- 6.2 i-GUARD may charge a reasonable fee for the processing of any data access request.
- 6.3 Requests under Clause 6.1 should be addressed to the following:  
i-GUARD’s Data Protection Officer  
E-mail: [care@i-guard.hk](mailto:care@i-guard.hk)

### 7) **Direct Marketing**

- 7.1 With your consent, i-GUARD may, by itself or through qualified associated companies of i-GUARD, use any of the personal information it holds about you (including your name, demographic details, email, contact telephone number and address) (collectively,



**“DM Information”**) for direct marketing purposes in relation to telecommunication, food, entertainment, travel, insurance, home and education related products or services.

- 7.2 If you subsequently no longer wish to have i-GUARD use your DM Information for the above direct marketing purposes, please follow the opt-out instructions as specified in our communications to you, or on i-GUARD's website, and we will not do so. You may also subsequently withdraw your consent by writing to i-GUARD's Data Protection Officer at the above email address. If you exercise your right to opt out, it will mean that i-GUARD and/or the above classes of persons will not be able to send you any direct marketing, targeted or special offers in the future.

This Personal Information Collection Statement shall from the date hereinafter appearing be deemed an integral part of all contracts, agreements and other binding arrangements in respect of i-GUARD CARECash which you have entered into or intend to enter into with i-GUARD. For any enquiries regarding this Personal Information Collection Statement, please contact our Customer Services Hotline at +852 8209 0098.

Release Date: June 2016

In case of discrepancies between the English and Chinese versions of these Terms and Conditions and Personal Information Collection Statement, the English version shall apply and prevail.