



## **DUTY OF DISCLOSURE AND UTMOST GOOD FAITH**

The information you have provided to us are shared with the insurers and constitute as the bases of these quotations. Please note that the Insured has a duty to disclose all information which is material to the coverage, requirements or which might influence insurers in deciding whether to accept the business, and the terms on which they might do so. Please inform us immediately if such material information has changed, or incomplete or no longer accurate therefore to allow us to inform the insurers accordingly. Failure to make such disclosure may entitle insurers to deny a claim or cancel the insurances. Please note this is an ongoing responsibility throughout the duration of the insurances.

## **REMUNERATION STATEMENT**

YOOV Insurance Services Limited (the "Company") and referrer (if any) is/are remunerated for its services by the receipt of remuneration paid by insurer(s). Your agreement to proceed with this insurance transaction shall constitute your consent to the receipt of such remuneration by the Company.

## **REFERRAL BUSINESS STATEMENT**

You may have been introduced by someone (the "Referrer") to appoint YOOV Insurance Services Limited ("YOOV ISL") as your insurance broker to negotiate or arrange contracts of insurance. As such,

1. you are deemed to have authorized (i) the Referrer to submit/deliver to YOOV ISL and to collect/receive from YOOV ISL any correspondence, contracts and documents that may or may not contain your personal data as defined in the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) in connection with the insurance brokerage services offered by YOOV ISL to you, including without limitation, cover notes, policy provisions and annual statements (if any) (the "Documents"); and (ii) YOOV ISL to pass all the Documents to the Referrer.
2. YOOV ISL will be responsible for arranging the insurance policy and, for this purpose, you should only deal directly with the licensed technical representative of YOOV ISL and should NOT deal with the Referrer for arranging the insurance policy;
3. the Referrer does not represent YOOV ISL and should have no involvement in the arrangement of the insurance policy;
4. YOOV ISL disclaims all liability for any advice in relation to the insurance policy given to you by the Referrer;



5. premium for the insurance policy should be paid directly either to "YOOV Insurance Services Limited" or the insurer concerned (and NOT to the Referrer); and

6. YOOV ISL will pay introduction fee to the Referrer. Your agreement to proceed with this insurance transaction shall constitute your consent to the receipt of such introduction fee by the Referrer.

If you do not consent to this arrangement, please contact us on 2384 6280 or email [cs.insurance@yoov.com](mailto:cs.insurance@yoov.com) as soon as possible.

### **POLICY CANCELLATION CLAUSE**

Should the Insured wishes to cancel the insurance, both Insured and Insurer(s) required to observe the full terms and conditions of the insurance policy. Any refundable premium shall be net of all remuneration paid by the Insurer(s).

### **PREMIUM ADJUSTMENT CLAUSE**

Should there be any premium adjustment occurred after the insurance is effected, both Insured and Insurer(s) required to observe the full terms and conditions of the insurance policy. Any refundable premium shall be net of all remuneration paid by the Insurer(s).

### **PERSONAL INFORMATION COLLECTION STATEMENT**

YOOV Insurance Services Limited ("YOOV ISL", "we", "us", "our") respects personal data privacy and is committed to fully implementing and complying with the requirements under the Personal Data (Privacy) Ordinance (Cap. 486) ("PDPO"). Personal data will be collected only for lawful and relevant purposes and all practicable steps will be taken to ensure that personal data held by us is accurate. We will take all practicable steps to ensure security of the personal data and to avoid unauthorized or accidental access, erasure or other use.

This Privacy Policy Statement ("Statement") explains our information processing practices. It applies to any personal data you provide to YOOV ISL and, subject to local law, any personal information we collect from other sources.



### **Personal Data collected and/or held by YOOV ISL**

We collect personal data to offer and administer our services and products. These include insurance broking, claims management, risk management consulting, other forms of insurance services (including underwriting of insurance products and reinsurance), employee benefits program administration.

We may collect data such as your name, contact details, date of birth, gender, marital status, financial details, employment details and benefit coverage. We may also collect sensitive data about you such as criminal convictions or health data in relation to, health, professional liability and workers compensation insurance or employee benefit programs.

When you request services, we ask that you provide accurate and necessary data that enables us to respond to your request. In doing so, you consent to our collection, use, storage and disclosure of this data to appropriate third parties for the purposes described in this Statement.

While the personal data we collect may come directly from you, it may also be provided by your affiliates or other third parties (such as employers, insurance companies, insurance brokers or agents, credit organizations, motor vehicle and driver licensing authorities, financial institutions, medical professionals, etc.). If you provide personal data about other individuals (such as employees, dependents, etc.), you must obtain their consent prior to your disclosure to YOOV ISL.

### **How does YOOV ISL use your personal data?**

The purposes for which we collect your personal data, which may be used, stored, held, processed, transferred, disclosed or shared by YOOV ISL, are as follows:

- provide information and services as requested by clients;
- determine eligibility and process applications for products and services;
- understand and assess clients' ongoing needs and offer products and services to meet those needs;
- carry out client communication, service, billing and administration;
- administer claims;
- conduct data analysis;
- obtain and update credit information with appropriate third parties, such as credit reporting agencies, where transactions are made on credit;
- execute monitoring and training;
- develop new services;
- market products and services (subject to appropriate consent); and
- conduct processing necessary to fulfill other contractual obligations for the individual.



With your consent, we may also use your personal information for additional purposes. It is up to you whether you provide your personal data to us. However, if you do not provide us with your personal data, we may not be able to provide the information, products or services you need or to process your request.

### **Use and provision of personal data in direct marketing**

From time to time, your personal data provided to us including name, contact details and demographic data, may be used, provided, disclosed and transferred by us to our affiliated businesses and third party service providers acting on YOOV ISL's behalf including but not limited to mailing house, telemarketing and direct sales agents and call centers (within or outside Hong Kong) for the purpose of direct marketing in relation to insurance and financial products and services via different communication channels including fax, direct mail, email, SMS and telemarketing. We would not use your personal data for any direct marketing activities unless we have received your consent. You may withdraw your consent to the use and provision of your personal data for direct marketing by contacting us using the contact information provided below.

### **Does YOOV ISL share/disclose your personal data?**

#### *Business Partners/Affiliates*

We disclose personal data to our business partners/affiliates that are necessary to provide our products and services, which may be located either within or outside of Hong Kong. We may share your information with our business partners/affiliates to enable them to contact you regarding additional products and services in which you have expressed an interest.

#### *Authorized Service Providers*

We may disclose your data to service providers we have retained to perform services on our behalf. These service providers are contractually restricted from using or disclosing the data except as necessary to perform services on our behalf or to comply with legal requirements.

#### *Legal Requirements and Business Transfers*

We may disclose personal data (i) if we are required to do so by law or legal process, (ii) in response to law enforcement authority or other government official requests, (iii) when we believe disclosure is necessary or appropriate to prevent physical harm or financial loss, (iv) in connection with an investigation of suspected or actual illegal activity or (v) in the event that YOOV ISL is subject to a merger or acquisition to the new owner of the business. Disclosure may also be required for company audits or to investigate a complaint or security threat.



### **Personal Data Access / Correction Request**

In accordance with the Ordinance, you have the right to:

1. check whether YOOV ISL holds personal data about you and, if so, obtain a copy of such data
2. require YOOV ISL to correct any personal data relating to you which is inaccurate; and
3. ascertain YOOV ISL policies and practices in relation to personal data and to be informed of the kind of personal data held by YOOV ISL.

YOOV ISL has the right to charge a reasonable fee for the processing of any personal data access request. Requests shall be made in writing to our Data Protection Officer, YOOV Insurance Services Limited, 19/F., Rykadan Capital Tower, 135 Hoi Bun Road, Kwun Tong, Kowloon.

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