



## **Motor Car Personal Accident Plan Policy**

### **Introduction**

#### **Information provided by the Participating Customer (You)**

In deciding to accept this Policy and in setting the terms and premium, We have relied on the information You have given us. You must take care when answering any questions We ask by ensuring that all information provided is accurate and complete.

If We establish that You deliberately or recklessly provided Us with false or misleading information We will treat this policy as if it never existed and decline all claims.

If We establish that You carelessly provided Us with false or misleading information it could adversely affect Your policy and any claim. For example, We may:-

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. We will only do this if We provided You with insurance cover which We would not otherwise have offered;
- amend the terms of Your insurance. We may apply these amended terms as if they were already in place if a claim has been adversely impacted by Your carelessness;
- reduce the amount We pay on a claim in the proportion the premium You have paid bears to the premium We would have charged You; or
- cancel Your policy in accordance with the Right to cancel condition below.

We or the Coverholder will write to You if We

- intend to treat Your policy as if it never existed; or
- need to amend the terms of Your policy.

If You become aware that information You have given Us is inaccurate, You must inform the Coverholder as soon as practicable.

## **Insuring Clause**

Whereas the Participating Customer has applied to the Coverholder and the Coverholder shall have agreed to accept the Insurance under this Policy and the Participating Customer shall have paid or agreed to pay the appropriate Premium in consideration for such insurance, **China Taiping Insurance UK Co., Ltd.** (herein after termed the Insurer) agrees to Indemnify the Participating Customer or Insured Person(s) in respect of an Insured event during the Period of Insurance.



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Xiaodong Yu  
Chief Executive

Signed on behalf of China Taiping Insurance (UK) Co Ltd  
Registered Office: 2, Finch Lane, London EC3V 3NA  
Authorised by the Prudential Regulation Authority; and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.  
Financial Services Register number: 202690

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## **The Law that Governs this Policy and Jurisdiction**

The parties to this contract are free to choose the law applicable to the contract. Unless specifically agreed to the contrary this insurance Policy shall be subject to the Law of England and Wales.

The indemnity provided by this Policy shall apply only to judgements against the Insured in the Courts of Law of England and Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and not to judgements obtained elsewhere nor to Judgements or orders obtained in the said courts for enforcement of foreign judgements whether by way of reciprocal agreements or otherwise.

The premium for this Policy has been calculated accordingly and no consideration has been paid in respect of sums payable under any other law or the jurisdiction of any other courts.

## **Your Right to Cancel**

You have the right to cancel the insurance policy within 14 days of receiving the policy documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purposes of this cancellation clause, it will be deemed that You will have received the policy document upon the day following the date it was posted to You by first class post, or sent electronically via e-mail.

If You do cancel this insurance within the initial 14 day period, then no cover will have been in place from the date of inception, as specified in the schedule, and no liability whatsoever shall attach to Insurers in respect of the Policy.

If You do not exercise your right of cancellation within the initial 14 day period, this insurance policy will automatically come into force from the inception date specified in the schedule, and the full annual premium becomes payable.

You may cancel this policy at any time, **but following the expiry of the initial 14 day period You will not be entitled to any return of premium if the Policy has been in force for fourteen (14) days or longer.**

To exercise Your right to cancel, please contact the Coverholder.

### **Insurers Right to Cancel**

This Policy may be cancelled by the Insurer sending 30 days' notice by registered letter to the last known address of the Participating Customer.

### **The Law that Governs the interpretation of this Policy**

All disputes concerning the interpretation of this Policy are understood and agreed by both the Insured and the Insurers to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

This Policy should be read carefully and if it is incorrect return it immediately to Your insurance advisor for alteration.

## GENERAL DEFINITIONS

Any word or phrase specified hereunder to which a specific meaning is given has the same meaning wherever it appears in this Policy or any schedule endorsement or notice attached or issued by the Insurers unless specifically amended by any documentation issued by the Insurers or Coverholder. For ease of interpretation such words are printed with a capital initial letter.

Words importing any gender shall include all genders, and words or phrases expressed in the singular context shall also mean the plural and vice versa.

**Participating Customer / You / Your** – all customers of the Coverholder who have paid the required premium and are noted on a Certificate of Cover.

**Insured Person(s)** – Any Participating Customer and their passengers travelling in a motor vehicle driven by the Customer or any driver permitted by the Participating Customer's Motor Insurance Policy.

**Insurer / Us / We** – China Taiping Insurance (UK) Co Ltd.

**Coverholder** – Japan England Insurance Brokers Ltd.

**Bodily Injury** – any injury which is caused by accidental means and which within 104 weeks from the date of the accident shall solely and independently of any other cause, result in the Insured Person's Death, Permanent Total Disablement or Permanent Disability. Bodily Injury shall include exposure but not include the consequences of sickness disease or any naturally occurring condition or degenerative process which does not result from Bodily Injury.

**Effective Time** – 24 Hours

**Cover** – Not to exceed 12 months from the Effective Date of Cover.

**Benefit** – The amount shown in the Schedule of Compensation.

**Loss of Limb or Limbs** – shall mean the permanent and complete loss of a limb or limbs by physical separation at or above the wrist or ankle or the permanent and complete loss of use of a limb or limbs.

**Loss of Eye or Eyes** – shall mean the permanent and total loss of sight which shall be considered as having occurred.

(a) in both eyes if the Insured Person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.

(b) in one eye if the degree of sight remaining after correction is 3/60 on the Snellen scale (meaning the Insured Person sees at 3 feet what they should see at 60 feet) .

**Loss of Speech** – shall mean total loss of speech which has lasted for 52 consecutive weeks without expectation of recovery.

**Permanent Total Disablement** – shall mean disablement caused other than by Permanent Disability which has lasted for 52 consecutive weeks and will in all probability prevent the insured Person(s) from engaging in gainful employment of any and every kind for the remainder of their life.

**Hospitalisation** – shall mean the required stay as an in-patient at any hospital as a direct result of an Accident.

**Permanent** means lasting not less than one year which, at the Insurer's discretion, is beyond hope of improvement

**Medical expenses** shall mean expenses necessarily incurred by the Insured Person(s) for medical, surgical, manipulative, massage, therapeutic X-ray or nursing treatment. Including the cost of medical supplies and ambulance hire.

**Repatriation Expenses** – shall mean all costs and expenses necessarily incurred in returning the mortal remains of an Insured Person(s) to the United Kingdom or the country of their normal residence.

### **GENERAL EXCLUSIONS**

The Policy does not cover Bodily Injury:

1. occasioned or contributed to by war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
2. The policy does not cover Death or Disablement directly or indirectly caused by or contributed to or arising from
  - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
3. sustained whilst the Insured Person(s) is under the influence of intoxicants or drugs or is suffering from insanity
4. sustained by the Insured Person(s) whilst engaged in flying or other aerial activities except whilst traveling in an aircraft as a passenger and not for the purpose of any trade or technical operation in or on the aircraft or as a member of the aircrew
5. sustained whilst the Insured Person(s) is engaged in hunting steeplechasing racing of any kind (other than on foot) football polo motor-cycling mountaineering in the course of which it is necessary to use guides or ropes winter sports underwater pastimes water-skiing or potholing except and insofar as the Insurers have by endorsement agreed to extend this insurance
6. arising from or contributed to by pregnancy or childbirth
7. consequent upon suicide, attempted suicide or intentional self-injury
8. suffered after the Insured Person has attained 75 years of age

## GENERAL CONDITIONS

1. All benefit under this Policy will be forfeited if any claim made is in any respect fraudulent or if any fraudulent means are used by the Participating Customer or anyone else acting on their behalf to obtain any benefit under this Policy
2. If any claim upon this policy be in any respect fraudulent or if any fraudulent means or devices be used by the Insured Person(s) or anyone acting on their behalf to obtain benefit under this Policy all benefit hereunder shall be forfeited.
3. If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties concerned in accordance with the Statutory provisions in that behalf for the time being in force where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Insurer.
4. The due observance and fulfilment of the terms and conditions of this Policy by the Coverholder and the Insured Person insofar as they relate to anything to be done or complied with shall be a condition precedent to any liability of the Insurer to make any payment under this Policy.
5. The Insurer shall not be affected by any notice of any trust, change or alienation relating to this Policy, which is hereby declared unassignable. The receipt of the Insured Person(s) or of their legal representative shall in any case effectually discharge the Insurer.
6. In case of Bodily Injury to which this Policy relates the Insured Person(s) shall procure and act upon medical or surgical advice as soon as practicable.
7. All Certificates information and evidence required by the Insurer shall be furnished at the expense of the Insured Person or their legal representative and shall be in such form and of such nature as the Insurer may prescribe. The Insured Person(s) shall as often as required submit to medical examination on behalf of the Insurer at their own expense in respect of any alleged injury. In the case of death of the Insured Person(s) reasonable notice shall be given to the Insurer before interment or cremation and the Insurer may require or be represented at a post mortem examination on the body of the Insured Person(s). Immediate notice stating time and place shall be given to the Insurer of any inquest appointed. Time is of the essence of this condition.
8. Any receipt or discharge which the Insured Person(s) or their legal representative may give to the Insurer for any capital sum or compensation under this Policy shall be deemed a final and complete discharge of all liability of the Insurer in respect of all Bodily Injury resulting to the Insured Person in consequence of the accident whether resulting before or after the date of such receipt or discharge.
9. If the Participating Customer decides within 14 days of taking out this policy that it does not meet their requirements, the Insurer will refund the premium the Participating Customer has paid provided that the Participating Customer gives the Insurer back the Certificate of Cover and any other documents the Insurer has issued and there are no claims notified or pending. The Participating Customer may only cancel this Policy with the Insurer's agreement. The Insurer will decide if any refund of premium can be allowed.

## BASIS OF COVER

In the event of the Insured Person(s) sustaining Bodily Injury within the Territorial Limit of their underlying motor policy during the Period of Insurance which independently of any other cause results within two years of an Insured Event described in the Schedule of Compensation the Insurer will pay to the Insured Person(s) the sums stated in the Schedule of Compensation.

## SCHEDULE OF COMPENSATION

<u>Insured Event</u>	<u>Compensation</u>
1. Death	£50,000/ £100,000
2. Loss of Limb or Limbs	£50,000/ £100,000 subject to the following Scale
3. Loss of Eye or Eyes	£50,000/ £100,000 subject to the following Scale
4. Loss of Speech	£50,000/ £100,000
5(i) Loss of Hearing in both Ears	£50,000/ £100,000 subject to the following Scale
(ii) Loss of Hearing in one Ear	£12,500/£25,000 subject to the following Scale
6. Permanent Total Disablement	£50,000/£100,000
7. Hospitalisation Benefits	£60 per day for a maximum of 50 days
8. Medical Expenses	Up to 5% of the benefit paid under Items 1-6
9. Hi-jack/Kidnap	£1,000
10. Repatriation Expenses	£5,000

### Payment of Benefits

- a. Benefit for any passengers aged under 16 years is only available for Accidental Death (1) or Permanent Total Disablement (2,3,4,5(i), or 6) and the limit shall be reduced to £20,000.
- b. The maximum aggregate amount payable in respect of all participating customer shall be £350,000 / £400,000.

Conditions To Basis Of Cover

1. Participating Customer must be at least 23 years of age.
2. Compensation shall not be payable in respect of the consequences of one accident to any one Insured Person under more than one of Item 1-6 of the Schedule of Compensation.
3. Any disability which existed prior to an Insured Person(s) sustaining Bodily Injury shall be taken into account when calculating the Benefit payable.

**EXTENSIONS**

1. The cover provided by this Policy is extended to include permanent disability benefit for which compensation shall be payable as a percentage of the sum insured equivalent to the degree of permanent disability. The following scale states the percentage appropriate to forms of permanent disablement specified.

For forms of permanent disablement not specified the degree of disability will be assessed by comparison with the percentages shown in the scale without taking into account the Insured Person's occupation.

Loss of one or both eyes	100%	
Permanent total loss of speech	100%	
Permanent total loss of hearing		
a) in both ears	100%	
b) in one ear	25%	
Loss by amputation or permanent total loss of use of:		
a) one or more limbs	100%	
b) one big toe	10%	
c) any other toe	5%	
	<u>Right</u>	<u>Left</u>
d) one thumb	25%	20%
e) one forefinger	20%	15%
f) any other finger	10%	6%
Permanent total loss of use of		
a) shoulder or elbow	25%	20%
b) wrist	20%	15%
	These benefit to be reversed if the Insured Person is left-handed.	
c) hip or knee or ankle	20%	
d) removal of lower jaw by surgical operation	30%	



Permanent Total Disablement from the  
Insured Person's usual occupation

100%

2. If the Insured Person(s) disappears during the currency of this insurance and his body is not found but sufficient evidence is produced to the Insurer reasonably to conclude that he has sustained Bodily Injury and that such injury caused his death Insurers will pay the death benefit under this insurance but if such belief is subsequently found to be untrue such payments will be refunded to the Insurer.
3. If the Insured Person(s) is the subject of hi-jack or kidnap this insurance shall remain in force beyond the renewal date in respect of the Insured Person which is at the time the subject of hi-jack or kidnap provided that the renewal premium under this Section of the Policy is paid.

“Hi-jack” shall mean the unlawful seizure or wrongful exercise of control of an aircraft or other conveyance in which the Insured Person is travelling.

### **COMPLAINTS PROCEDURE**

We make every effort to deliver a high quality service to our policyholders. If You have a complaint about Our service, or about a claim, We operate a swift and effective complaints handling procedure.

1. Your complaint can be made orally or in writing, and on your behalf by a third party.
2. If You wish to make a complaint You should contact:-  

Compliance Officer  
China Taiping Insurance (UK) Company Limited,  
2 Finch Lane,  
London EC3V 3NA.  
Tele: 0207 839 1888 or Fax 0207 621 1202  
e-mail [compliance@uk.cntaiping.com](mailto:compliance@uk.cntaiping.com)
3. Our Compliance Officer, will acknowledge the complaint, within five business days and advise You of the person who will be dealing with the complaint, and when you can expect to receive a detailed response. The person dealing with the complaint will be a senior member of staff who was not directly involved in the matter which is the subject of the complaint. They will have the authority and experience to adequately address the complaint and explain the results of the investigation.
4. If Your complaint should be more appropriately dealt with by another firm, We will ensure it is referred to them as soon as practicable and certainly no later than five business days of becoming satisfied that another firm is or may be responsible for the matters complained of. We will make this referral to the other firm in writing and advise You by way of a final response that the referral has been made and include the other firm's contact details.

5. Your complaint will be thoroughly investigated and we will respond to it as soon as possible. Within twenty business days We will provide a detailed response to Your complaint in writing or, if it is not possible to respond within that time, We will inform you in writing within twenty business days, why We have been unable to resolve the complaint within that time, why We need more time to do so and when You can expect to receive Our final response.
6. If We have not completed Our investigation, within eight weeks after the complaint was made, We will write to You and explain why there is a further delay. We will also confirm when We expect to issue Our final response and advise You that You may be eligible to refer the complaint to the Financial Ombudsman Service, if You are dissatisfied with the delay. Their address is:-

Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square

London

E14 9SR

Tel: 0800 023 4 567 from Landlines or 0300 123 9 123 from Mobile phones

Fax: 020 7964 1001

e-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

7. Where You are eligible to refer Your complaint to the Financial Ombudsman Service You have this right to do so Free of Charge, but You must do so within six months of the date of Our Final Response. If You do not refer Your complaint in time, the Ombudsman will not have Our permission to consider Your complaint and so will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

### **COMPENSATION**

China Taiping Insurance (UK) Co Ltd. is a member of the Financial Services Compensation Scheme (FSCS). This scheme provides compensation in case any of its members go out of business or into liquidation and are unable to meet any valid claim under its policies. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. The first £2,000 of a claim is protected in full. Above this threshold, 90% of the remainder of the claim will be met. For compulsory classes of insurance, 100% of the claim will be met without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS.

FSCS, 7th floor, Lloyds Chambers, Portsoken Street, London E1 8BN; or

Telephone: 020 7892 7300; or

from their website: [www.fscs.org.uk](http://www.fscs.org.uk)

**MAKING A CLAIM**

The following Conditions apply to all of this Policy and the Insured must comply with them or this Policy may not be in force:

Claims, or any circumstances or incident which may give rise to a claim under this Policy should be referred to the Coverholder in the first instance. Alternatively, You may notify the Insurers as follows:-

The Claims Department, China Taiping Insurance (UK) Co Ltd, 2 Finch Lane, London EC3V 3NA

Telephone: 020 7839 1888 or Facsimile: 020 7621 1202

via e-mail at: [newclaims@uk.cntaiping.com](mailto:newclaims@uk.cntaiping.com)

Please quote **your policy** number in all correspondence

Procedure for notifying claims :-

If any event happens which may give rise to a claim being made under this Policy the Participating Customer must

- (1) notify the Coverholder or Insurers as soon as possible, and no later than 60 days after the incident and give full details of the occurrence
- (2) send to the Insurers at their own expense a written claim together with such detailed particulars and proofs certificates or other documents as may reasonably be required by the Insurers in respect of such Bodily Injury

**PRIVACY AND YOUR PERSONAL INFORMATION**

**1. Personal Data Obtained and Collected**

For the purposes set out in this notice, information including personal information detailed below relating to you ("**Personal Data**") will be collected and processed by China Taiping Insurance (UK) Co Limited and/or on its behalf by its third party service providers.

<b>Personal Data</b>
Including but not limited to: Your name, address, civil status, occupation, date of birth, contact details, credit history, criminal convictions, CCJs, details of previous bankruptcy(ies) or insolvency(ies), previous insurance claims details, bank details, current and previous employment details (including directorships), ELTO reference, health details including medical reports, our medical claims history and details of physical and psychological health or medical conditions.
Each time you visit our website, we may automatically collect Technical information including IP address.

The controller of this Personal Data is China Taiping Insurance (UK) Co Limited of 2 Finch Lane, London, EC3V 3NA ("**China Taiping Insurance**", "**CTI**", "**we**" and "**us**"). If you have any query, please contact [compliance@uk.cntaiping.com](mailto:compliance@uk.cntaiping.com).

We process your Personal Data in accordance with this Privacy Policy also available on <http://uk.cntaiping.com/uk-privacy/> and a copy of which can be provided to you on request.

## 2. How and Why We Process Your Personal Data

The following tables detail how ("**Legal Basis**") and why ("**Purposes**") we process your Personal Data. These tables also detail the third party service providers with whom we share your Personal Data ("**Recipients**") and the period that your Personal Data will be stored ("**Retention**"). **We encourage you to read this section.**

<b>Legal basis for processing</b>	
<b>Purposes</b>	<p>We obtain, collect and process your Personal Data to perform your contact and in particular:</p> <ul style="list-style-type: none"> <li>• Check if you are eligible to be insured under the product chosen</li> <li>• Consider acceptability of the risk you present to us</li> <li>• Underwrite and assess the risk in order to offer you a quotation</li> <li>• Process your premium payment</li> <li>• Evaluate the risk presented through surveys where relevant</li> <li>• Process your claims and/or third parties claims under your policy</li> <li>• Investigate claims directly or, where relevant, through appointed loss adjusters or forensic engineers</li> <li>• Regulatory reporting and legal obligations</li> <li>• To notify you about changes to the product chosen</li> <li>• To redistribute risk by means of reinsurance and co-insurance</li> <li>• For automated decision making (including profiling) where we need to process your Personal Data you provide us with in order to underwrite your insurance and/or process your claim.</li> </ul>
<b>Legal Basis</b>	<p>It is necessary to process this Personal Data in order to:</p> <ul style="list-style-type: none"> <li>• Enter and perform our insurance contract with you as well as to allow us to process a claim accordingly</li> <li>• Compliance with a legal obligation to which you are subject</li> <li>• Where the processing of your personal data is necessary for the public interest or in the exercise of official authority of us</li> </ul>
<b>Recipients</b>	<p>Personal Data will be disclosed for these purposes to our third-party service providers or regulators. These Recipients may include:</p> <ul style="list-style-type: none"> <li>• Credit check companies</li> <li>• Surveyors</li> <li>• Solicitors</li> <li>• Loss Adjusters and/ or Forensic Engineers</li> <li>• Fire brigade Authority or Police</li> <li>• Claims handling companies</li> <li>• Insurance intermediaries/brokers</li> </ul>

	<ul style="list-style-type: none"> <li>• Banks</li> <li>• Reinsurers and other insurance companies</li> <li>• Fraud, Money Laundering and Terrorist Financing prevention and detection</li> <li>• CUE (Claims Exchange Underwriting)</li> <li>• Regulatory and Government Bodies (ELTO, HMT, MID, FCA, PRA, Ombudsman etc.)</li> <li>• Approved repairers and garages</li> </ul>
<b>Retention</b>	We will retain your Personal Data for as long as your insurance policy is valid with us and for 15 years after.
<b>IMPORTANT</b>	
<ul style="list-style-type: none"> <li>• We may for some of our products carry out automated decision making (including profiling) to process your personal data in order to underwrite and price your insurance online and/or process your claim. We take care to ensure our profiling is fair, transparent and limited in purpose.</li> <li>• In the event that you do not wish to provide us with your Personal Data for all of the above Purposes, we will not be able to process your application and/or offer you an insurance policy.</li> <li>• If at any point in the future we need to amend this policy, every effort will be made to make you aware and our website will always have the latest version.</li> </ul>	

### 3. Cross-Border Transfers of Your Personal Data

We, and certain Recipients (our third party service providers) who process your Personal Data on our behalf may transfer your Personal Data outside the [European Economic Area ("EEA")] to a country that does not provide an adequate level of protection to your Personal Data. Where such transfers occur, we ensure that: a) they do not occur without our prior written authority; and b) that an appropriate transfer agreement is put in place to protect your Personal Data. If you would like to find out more about any such transfers, please contact our Compliance officer.

### 4. Your Acknowledgment of this Notice and Your Rights

You have rights which allow you to address any concerns or queries with us regarding our processing of your Personal Data:

<b>Right to Object to Processing</b>	In certain circumstances, you have a right to object to our processing of your Personal Data where we process it on the legal basis of: a) our legitimate business interest, including profiling based on our legitimate business interests; or b) your consent to marketing. We may not be able to comply with such a request where we can demonstrate that there are compelling legitimate grounds for us to process your Personal Data which override your interests, rights and freedoms or where the processing of your Personal Data is required for compliance with a legal obligation or in connection with legal proceedings.
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<b>Right to Withdraw Consent</b>	You have a right to withdraw your consent, at any time, to our processing of your Personal Data which is based on your consent. Where you exercise this right, our processing of your Personal Data prior to your withdrawal of consent will remain valid.
<b>Right of Access</b>	You have the right to access and obtain a copy of the Personal Data that we hold about you. We will only charge you for making such an access request where we feel your request is unjustified or excessive.
<b>Right to Rectification</b>	You have the right to request that we correct any inaccuracies in the Personal Data stored about you.
<b>Right to Erasure</b>	<p>In certain circumstances, you have the right to request that we erase your Personal Data. For example, you may exercise this right in the following circumstances:</p> <ul style="list-style-type: none"> <li>• your Personal Data are no longer necessary in relation to the purposes for which they were collected or otherwise processed by us;</li> <li>• where you withdraw consent and no other legal ground permits the processing;</li> <li>• where you object to the processing and there are no overriding legitimate grounds for the processing;</li> <li>• your Personal Data have been unlawfully processed; or</li> <li>• your Personal Data must be erased for compliance with a legal obligation.</li> </ul> <p>Where we store your Personal Data for statistical purposes, we may not be able to comply with such a request where it would likely impair such statistical purposes or where we require your Personal Data for compliance with a legal obligation or in connection with legal proceedings.</p>
<b>Right to Restriction</b>	<p>You have the right to restrict our processing of your Personal Data where any of the following circumstances apply:</p> <ul style="list-style-type: none"> <li>• where you feel that the Personal Data which we hold about you are not accurate. This restriction will be in place for a period to enable us to verify the accuracy of your Personal Data;</li> <li>• where the processing is unlawful and you do not want your Personal Data be erased and request the restriction of its use instead;</li> <li>• where we no longer need to process your Personal Data (e.g. any of the Purposes outlined above have been completed or expire), but we require it in connection with legal proceedings;</li> </ul>

	<ul style="list-style-type: none"> <li>where you have objected to our processing of your Personal Data pending the verification of whether or not our legitimate business interests override your interests, rights and freedoms.</li> </ul> <p>Where you exercise your right to restrict our processing of your Personal Data, we will only continue to process it with your consent or in connection with legal proceedings or for the protection of the rights of other people or for reasons of important public interest.</p>
<b>Right to Data Portability</b>	You have a right to receive and transfer the Personal Data that you provide to us in a structured, commonly used and machine readable format where we process your Personal Data on the legal basis of: a) your consent; or b) where it is necessary to perform our contract with you. Where you make such a request, we will directly transfer your Personal Data on your behalf to another controller of your choice (where it is feasible for us to do so).
<b>Right to Object to Automated Decision-Making, including profiling</b>	You have a right not to be subjected to decisions based solely on automated decision-making, including profiling, which produce legal effects concerning you or similarly significantly affects you. We may not be able to comply with such a request where we rely on the legal basis of: a) your explicit consent; or b) where it is necessary to enter and perform our contract with you (as detailed in section 2 above). You will however be entitled to have a person from our company review the decision so that you can query it and set out your point of view and circumstances to us.

If you would like to exercise any of your rights detailed above, please contact [compliance@uk.cntaiping.com](mailto:compliance@uk.cntaiping.com).

You may raise any concerns about China Taiping Insurance’s processing of your Personal Data with the Information Commissioner Office on <https://ico.org.uk/>.

**5. Changes to this Notice**

We may amend this notice on occasion, in whole or part, at our sole discretion. Any changes to this notice will be effective immediately upon sending the revised notice to you by e-mail or post.

If at any time we decide to use your Personal Data in a manner significantly different from that stated in this notice, or otherwise disclosed to you at the time it was collected, we will notify you by e-mail or post and you will have a choice as to whether or not we use your information in the new manner.

If you have questions or concerns about this notice, please contact [compliance@uk.cntaiping.com](mailto:compliance@uk.cntaiping.com).