

# Data Protection Privacy (DPP) Policy for Honan Singapore

## 1 General

- 1.1. Honan Asia Pte Ltd, Honan Insurance (Group) Asia Pte Ltd, and Honan Benefits Pte Ltd (collectively referred to as "**Honan Singapore**" or "**we**" or "**us**" or "**our**") are committed to strictly protecting the privacy and confidentiality of personal data in accordance with the Personal Data Protection Act 2012 of Singapore, its subsidiary legislation, regulations, directives, directions, orders, circulars, guides, guidance notes, and the likes thereof (collective called the "**PDPA**"). This Personal Data Protection Privacy Policy ("**Policy**") outlines as well as assists you in understanding how we collect, use, disclose, process, access, correct, transfer and protect your personal data. It also assists you in making an informed decision before providing us with any of your personal data.
- 1.2. This Notice applies to personal data in our possession or under our control, including personal data in the possession of organisations, which we have engaged, to collect, use, disclose or process personal data for our purposes.
- 1.3. Users ("**you**" or "**your**") are to read this Policy carefully and to refer to it as and when required. By interacting with us, submitting information to us in any form (including on or through our website), or signing up for any products or services offered by us, you agree and consent to **Honan Singapore** as well as its representatives, staff and/or agents, collecting, using, disclosing, processing, transferring, accessing, correcting and sharing amongst themselves your Personal Data, and disclosing such Personal Data to our authorised service providers and relevant third parties in the manner set forth in this Privacy Policy.

## 2 As used in this Notice

- 2.1. "**customer**" means an individual who (a) has contacted us through any means to find out more about any goods or services we provide, or (b) may, or has, entered into a contract with us for the supply of any goods or services by us; and
- 2.2. "**personal data**" means data, whether true or not, about a customer who can be identified:
  - a) from that data; or
  - b) from that data and other information to which we have or are likely to have access.
- 2.3. Depending on the nature of your interaction with us, some examples of personal data which we may collect from you include name, identification numbers such as (NRIC, FIN, work permit, passport, birth certificate or government issued identification number), residential address, email address, telephone number, nationality, gender, date of birth, marital status, medical records, bank account/payment details and employment information.
- 2.4. Other terms used in this Notice shall have the meanings given to them in the **PDPA** (where the context so permits).

## 3 Collection, Use, Disclosure and Processing of Personal Data

- 3.1 **Honan Singapore** protects each individual's privacy by:
  - a) collecting, using and disclosing personal information fairly and only collecting, using and disclosing personal information that we need to provide insurance services;
  - b) collecting, using and disclosing personal information only for our business operations and to comply with the law;
  - c) explaining to you the purposes of, and reasons for, collecting, disclosing, and using personal data and how we will be using such data;
  - d) ensuring the personal data we collect, hold, use and disclose is accurate;

- e) holding personal data only for so long as necessary and keeping it secure;
- f) sharing personal information only with companies and organisations that will keep it secure and strictly comply with their obligations under the PDPA;
- g) not sending personal data abroad without ensuring its security;
- h) ensuring that all individual rights can be exercised under the PDPA; and
- i) ensuring that we comply with this Policy.

3.2 We generally do not collect, use or disclose your personal data unless:

- a) it is provided to us voluntarily by you directly or via a third party who has been duly authorised by you to disclose your personal data to us (your “**authorised representative**”) after
  - i) you (or your authorised representative) have been notified of the purposes for which the data is collected, used, or disclosed, and
  - ii) you (or your authorised representative) have provided written consent to the collection, usage or disclosure of your personal data for those purposes, or
- b) collection, use or disclosure of personal data without consent is permitted or required by the **PDPA** or other laws.

We shall seek your consent before collecting any additional personal data and before using your personal data for a purpose which has not been notified to you (except where permitted or authorised by law).

3.3 You have choices regarding our collection, use or disclosure of your personal data. If you choose not to provide us with the personal data described in this notice, we may not be able to provide our services or products to you. You have the right to object to the collection, use or disclosure of your personal data and withdraw your consent in the manner described in **Clause 9**.

3.4 We may collect, disclose, or use your personal data pursuant to an exception under the Personal Data Protection Act or other written law, including but not limited to the following situations:

- a) to respond to an emergency that threatens your life, health and safety or of another individual;
- b) is made in the national interest, or necessary for any investigation or proceedings;
- c) personal data about an individual is publicly available;
- d) the collection, use or disclosure (as the case may be) of personal data about an individual is in the legitimate interests of the organisation or another person; and the legitimate interests of the organisation or other person outweigh any adverse effect on the individual;
- e) the collection, use or disclosure (as the case may be) of personal data about an individual is necessary for the provision of legal services by the organisation to another person, or for the organisation to obtain legal services;
- f) personal data is collected, used or disclosed for the purpose of the business asset transaction; and
- g) personal data is collected, used or disclosed for the purpose of business improvement.

3.5 If you have supplied third party personal data to us, you represent and warrant that you have obtained the prior written consent of the insured person(s) you enrolled, except to the extent such consent is not required under relevant laws:

- a) to collect their personal data;
- b) to disclose their personal data to us; and
- c) to use directly or indirectly any of their personal data in the manner and for the purposes described herein.

3.6 We may collect, disclose and use your personal data for any or all of the following purposes:

- a) sourcing for and objectively recommending the products to meet your insurance needs for your consideration;

- b) processing your application for underwriting and acceptance of insurance with the insurers;
- c) administering and/or managing your relationship, account and/or policy(ies) with insurers;
- d) carrying out your instructions or responding to any enquiries by you;
- e) processing, handling and/or dealing with any matters relating to the services and/or products which you are entitled to under the insurance that you are applying or have applied for (including the mailing of correspondences, statements, invoices, reports to you which involve disclosure of certain personal data necessary for the delivery of services and/or products; claims including the settlement of claims and any necessary investigations relating to the claims under your and/or enrolled dependents' individual insurance policy(ies);
- f) arrange reinsurance.
- g) processing payment or credit transactions;
- h) carrying out due diligence or other screening activities (including background checks) in accordance with legal or regulatory obligations or risk management procedures that may be required by law or internal compliance policy and procedures;
- i) investigating fraud, misconduct, unlawful act or omission whether relating to your application, claims or other matter relating to your policy;
- j) complying to applicable laws, regulations, code of practice, guidelines or rules in management of our relationship and related insurance service providers;
- k) transmitting to any unaffiliated third parties including our third-party service providers and agents, and relevant governmental and/or regulatory authorities, whether in **Singapore** or abroad, for the aforementioned purposes; and
- l) any other incidental business purposes related to or in connection with the above,

(collectively, the "**Purposes**").

3.7. We may disclose your personal data to facilitate our business operations and carry out one or more of the Purposes detailed at **Clause 3.6** above, we may disclose your personal data to third parties whether located in or outside **Singapore**. These include:

- a) our affiliated, associated and related corporations (collectively, "**Group Companies**").
- b) when required for performing obligations in the course of or in connection with our provision of the services requested by you;
- c) to third party service providers, agents (including and not limited to law firms or (re)insurers or advisors and consultants or risk assessors, reinsurers, claim adjusters) and other organisations such as our affiliates whom we have engaged to perform any of the functions with reference to the above-mentioned purposes.
- d) Governmental or regulatory authorities, courts, dispute resolution forums (which have jurisdiction over us or our Group Companies) or legal process participants and their advisor.

3.8 Generally, all your personal data will be processed in **Singapore**. In certain situations, we may transfer your personal data to a country outside of **Singapore** for the above Purposes. For instance, as part of corporate efficiency, we have adopted cloud-based solutions in our processes which means that your personal information will be transferred to our affiliates, related corporations and service providers, *among others*, located overseas. We have taken steps to ensure that personal information transferred overseas continues to receive a standard of protection at least comparable to that under the **PDPA**.

3.9 The purposes listed in the above clauses may continue to apply even in situations where your relationship with us (for example, pursuant to your employment contract should you be hired) has been terminated or altered in any way, for a reasonable period thereafter (including, where applicable, a period to enable us to enforce our rights under a contract with you).

#### 4 Accuracy of personal data

- 4.1 We make all reasonable efforts to ensure that your personal data is accurate and complete. We generally rely on personal data provided by you (or your authorised representative).
- 4.2 In order to ensure that we hold accurate personal data, you must update us in a timely manner as and when required if there are any changes to your personal data that you have provided to us.
- 4.3 If you fail to do so, we will not be responsible to you for relying on inaccurate or incomplete personal data provided to us and in relation to which you have not notified us of any required amendments.

#### 5 Protection of personal data

- 5.1 To safeguard your personal data from unauthorised access, collection, use, disclosure, copying, modification, leakage, loss, damage and disposal or similar risks, we have introduced appropriate administrative, physical and technical measures such as up-to-date antivirus protection, encryption, and disclosing personal data both internally and to our authorised third-party service providers and agents only on a need-to-know basis
- 5.2 You should be aware, however, that no method of transmission over the Internet or method of electronic storage is completely secure. While security cannot be guaranteed, we strive to protect the security of your information and are constantly reviewing and enhancing our information security measures.

#### 6 Retention of personal data

- 6.1 We put in place commercially reasonable measures such that your personal data in our possession or under our control is destroyed and/or anonymised as soon as it is reasonable to assume that:
  - a) the purpose for which that personal data was collected is no longer being served by the retention of such personal data; and
  - b) retention is no longer necessary for any legal or business purposes, including adherence to the **PDPA**.

#### 7 Transfer of Personal Data

- 7.1 In certain situations, we may transfer your personal data to a country outside of **Singapore** for the above Purposes. For instance, as part of corporate efficiency, we have adopted cloud-based solutions in our processes which means that your personal information will be transferred to our affiliates, related corporations and service providers, among others, located overseas.
- 7.2 If your personal data is to be transferred out of **Singapore**, we will take appropriate steps to ensure that the overseas recipient organisations of the personal data provide the standard of protection that is at least comparable to the protection under the **PDPA**.

#### 8 Access and correction of personal data

- 8.1 If you wish to make (a) an access request for access to a copy of the personal data which we hold about you or information about the ways in which we use or disclose your personal data, or (b) a correction request to correct or update any of your personal data which we hold about you, you may submit your request in writing or via email to our Data Protection Officer at the contact details provided below.
- 8.2 We will endeavour to provide you with the relevant information as soon as reasonably practicable within 30 days from the date of receiving your request. If we are unable to respond to your request, we will notify you before the expiry of the said 30 days, of the earliest time when we can provide you with the requested information.
- 8.3 We will charge you a reasonable fee to process your request. Depending on the nature and complexity of your request, we will set out the details of the fee payable, prior to providing you with

the requested information. We will not respond to your request unless you have agreed to pay the reasonable fee.

- 8.4 We will correct your personal data as soon as reasonably practicable within 30 days from the date of receiving a valid correction request. If we are unable to correct our records within 30 days, we will notify you before the expiry of the said 30 days, as to the earliest time when we are able to make the correction.
- 8.5 Please note that the **PDPA** exempts certain types of personal data from being subject to your access request and correction request. It also specifies the situations where an access or a correction may not be made by us despite your request.

## 9 Withdrawing your consent

- 9.1 The consent that you provide for the collection, use and disclosure of your personal data will remain valid until such time it is being withdrawn by you in writing. You may withdraw consent and request us to stop collecting, using and/or disclosing your personal data for any or all of the purposes listed above by submitting your request in writing or via email to our Data Protection Officer at the contact details provided below.
- 9.2 Upon receipt of your written request to withdraw your consent, we may require reasonable time (depending on the complexity of the request and its impact on our relationship with you) for your request to be processed and for us to notify you of the consequences of us acceding to the same, including any legal consequences which may affect your rights and liabilities to us. In general, we shall seek to process your request as soon as reasonably practicable within thirty (30) business days of receiving it.
- 9.3 Whilst we respect your decision to withdraw your consent, please note that depending on the nature and scope of your request, we may not be in a position to continue providing our goods or services to you and we shall, in such circumstances, notify you before completing the processing of your request. Should you decide to cancel your withdrawal of consent, please inform us in writing in the manner described in **Clause 9.1** and **Clause 12.1**.
- 9.4 Please note that withdrawing consent does not affect our right to continue to collect, use and disclose personal data where such collection, use and disclose without consent is permitted or required under applicable laws.

## 10 Cookies

- 10.1 Whenever you interact with us on our websites, we may receive and store certain types of information via “cookies”. The “cookies” are small text files placed on your computer or electronic devices by our website.
- 10.2 Through the “cookies”, we can collect and analyse non personal data such as your IP address, browser type, domain names, access times, pages browsed, time spent per webpage, traffic monitoring, user experience, website performance and to remember your preferences.
- 10.3 If we collect your personal data through cookies, we will notify you and seek your consent to the same.
- 10.4 You may choose to disable the cookies by altering the browser settings on your computer. However, by doing so, you may not be able to use certain services, perform certain transactions or browse certain parts of our website.
- 10.5 Your use of our website constitutes consent by you to our use of cookies.

## 11 Third party websites

- 11.1 Our website may contain links to websites operated by third parties. We will not be responsible for the data protection practices of the third parties' websites even though such websites may be co-branded with our logo or trademark.

## 12 Data Protection officer (DPO)

- 12.1 You may contact our Data Protection Officer if you have any enquiries or feedback on our personal data protection policies and procedures, or if you wish to make any request, in the following manner:

Personal Data Protection Officer  
Honan Insurance Group (Asia) Pte Ltd  
18 Robinson Road, #17-1  
**Singapore** 048547  
Email: [DPO@Honan.com.sg](mailto:DPO@Honan.com.sg)

## 13 Effect of notice and changes to notice

- 13.1 This Notice applies in conjunction with any other notices, contractual clauses, and consent clauses that apply in relation to the collection, use and disclosure of your personal data by us.
- 13.2 We may from time to time update this Policy without any prior notice to ensure that this Policy is consistent with our future developments, industry trends and/or any changes in legal or regulatory requirements. Subject to your rights at law, you agree to be bound by the prevailing terms of this Privacy Policy as updated from time to time on our website. Please check back regularly for updated information on the handling of your Personal Data.

Effective date: 1 August 2023

Last updated: 26 September 2023