

# Policy

## Group Personal Accident

### Policy coverage attaching to and forming part of Policy of Insurance

Welcome to Your AXA General Insurance Hong Kong Limited Group Personal Accident Insurance Policy.

Your Policy consists of  
 the proposal form (if any)  
 the Policy wording in this jacket  
 the Schedule

Your Schedule shows  
 details of Your cover  
 the period of insurance  
 the sums insured

any special terms that may apply to Your Policy

Following payment of the premium stated in the Schedule We will, in the event of Accident, Injury or loss happening during the period of insurance, provide insurance as described in the following pages for those Benefits You have chosen.

Please read this jacket together with Your Schedule to make sure You know what cover is provided.

If You require more cover or different cover please consult Your insurance advisor or AXA General Insurance Hong Kong Limited.

#### Definitions

Certain words in the Policy have special meanings. These words have the same meaning wherever they are used in the Policy or the Schedule or subsequently endorsed hereon. These are given below or defined at the beginning of the appropriate Benefit.

<b>Accident</b>	means a sudden unforeseen and fortuitous event.
<b>Daily Activities</b>	means eating, dressing, bathing, using the lavatory and moving in/out of a bed in all cases without assistance.
<b>Disability/Disabilities</b>	means any of the Disability(ies) (including accidental death) listed in the Compensation Table which must be resulted from an Injury of the Insured Person.
<b>Elimination Period</b>	means the length of time between when an Injury begins and receiving benefit payments from Us.
<b>Fractured Leg or Patella with Established Non-Union</b>	means a complete break into two pieces of the patella or leg bone. The patella or the broken leg does not mend properly and function normally, and this condition will last for the remainder of the Insured Person's life.
<b>Hospital</b>	an establishment which meets all the following requirements: <ul style="list-style-type: none"> <li>• holds a license as a hospital (if licensing is required in the state or governmental jurisdiction);</li> <li>• operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients;</li> <li>• provides 24-hour a day nursing service by registered or graduated nurses;</li> <li>• has a staff of one or more licensed physicians available at all times;</li> <li>• provides organized facilities for diagnosis and major surgical facilities; and</li> <li>• is not primarily a clinic, nursing, rest or convalescent home or similar establishment, a place for alcoholics or drug addicts.</li> </ul>
<b>Injury</b>	means a bodily injury sustained by an Insured Person caused solely and directly by an Accident and does not include any illness or naturally occurring medical conditions or degenerative process.
<b>Insured Person</b>	means a person who is named as an "Insured Person" or a "Member Insured" shown in the Schedule or subsequently endorsed hereon and aged from 16 to 65 on the commencement date of the Period of Insurance.
<b>Loss of Fingers or Toes</b>	means complete severance through or above the metacarpophalangeal joints or metatarsophalangeal joints.
<b>Loss of Hearing</b>	means Permanent irrecoverable Loss of Hearing rendering the Insured Person absolutely deaf in both ears irremediable by surgical or other means of treatment.
<b>Limb</b>	refers to a hand or foot.
<b>Loss of Limb</b>	means complete severance through at or above the wrist or ankle joint or the total and Permanent functional disablement of an entire hand, arm, foot or leg.

**Loss of Sight of Eyes** means the total and irrecoverable Loss of all sight of an eye rendering the Insured Person absolutely blind in that eye beyond remedy by surgical or other treatment.

**Loss of Speech** means the Disability in articulating any three of the four sounds which contribute to the speech such as the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in Aphasia rendering the Insured Person absolutely Loss of Speech beyond remedy by surgical or other treatment.

**Loss of Use** means total functional disablement and is treated like the total loss of said Limb or organ.

**Medical Expenses** means the actual reasonable and customary cost necessarily incurred, in respect of the Insured Person as a result of Injury sustained, for Medical Expenses paid by the Insured Person or by You on behalf of the Insured Person to a duly Qualified and Licensed/Registered Medical Practitioner for medical, surgical, X-ray, Hospital confinement, nursing treatment or other diagnostic or remedial treatment given or prescribed by a Qualified and Licensed/Registered Medical Practitioner including the cost of medical supplies and surface ambulance (excluding helicopter and any aircraft) hire as the result of an emergency, but excluding the cost of dental treatment unless such treatment is necessarily incurred to sound and natural teeth and is caused by Injury.

**Permanent** means lasting 12 consecutive months from the date of Accident and at the expiry of that period being beyond hope of improvement.

**Permanent Total Disablement** means when as the result of Injury and commencing within 12 consecutive months from the date of the Accident, the Insured Person is totally and permanently disabled and prevented from engaging in or attending any business or occupation. If the Insured Person has no employment or occupation at the time of Injury, Permanent Total Disablement means the inability to perform to all of the Daily Activities in his/her like age and sex which would normally be carried out by the Insured Person in his/her daily life. Provided such Disability has continued for a period of 12 consecutive months and certified by a Qualified and Licensed /Registered Medical Practitioner to be total, continuous and Permanent for the remainder of the Insured Person's life.

**Qualified and Licensed/Registered Medical Practitioner** means a medical practitioner qualified by a medical degree and duly licensed or registered to practice medicine and who, in rendering such treatment (surgery or medical procedures for the sole purpose of cure or relief of Injury), is practicing within the scope of his or her licensing and training in the geographical area of practice.

**We/Us/Our You/Your/Yourself** means AXA General Insurance Hong Kong Limited means the person named as the policy owner or the Insured shown in the Schedule or subsequently endorsed hereon. Where the Insured under this Policy is more than one person, firm, partnership, company, association, organization or entity of a similar nature, the Insured shall refer to all of them taken together as a whole and any obligation and/or liability pertaining to the Insured under this Policy shall be the joint and several obligation and/or liability of each of them.

#### Benefit A - Accidental Death

We will pay the amount shown in the Schedule or subsequently endorsed hereon if during the period of insurance the Insured Person shall sustain Injury caused by an Accident resulting directly and independently of any other cause within 12 consecutive months as from the date of Accident in death loss.

#### Benefit B - Permanent Disablement

We will pay the amount shown in the Schedule or subsequently endorsed hereon if during the period of insurance the Insured Person shall sustain Injury

caused by an Accident resulting directly and independently of any other cause within 12 consecutive months as from the date of Accident in disablement (total or partial) as described in the Compensation Table.

#### COMPENSATION TABLE

DISABILITY	COMPENSATION (Percentage of Sum Insured)
1. Permanent Total Disablement	100%
2. Permanent and incurable paralysis of all Limbs	100%
3. Permanent total Loss of Sight of both Eyes	100%
4. Permanent total Loss of Sight of one Eye	100%
5. Loss of or the Permanent total Loss of Use of two Limbs	100%
6. Loss of or the Permanent total Loss of Use of one Limb	100%
7. Permanent Loss of Speech and Loss of Hearing	100%
8. Permanent and incurable insanity	100%
9. Permanent total Loss of Hearing in	
(a) both ears	75%
(b) one ear	20%
10. Permanent Loss of Speech	50%
11. Permanent total loss of the lens of one eye	50%
12. Loss of or the Permanent total Loss of Use of four Fingers and thumb of	
(a) right hand	70%
(b) left hand	50%
13. Loss of or the Permanent total Loss of Use of four Fingers of	
(a) right hand	40%
(b) left hand	30%
14. Loss of or the Permanent total Loss of Use of one thumb	
(a) both right joints	30%
(b) one right joints	15%
(c) both left joints	20%
(d) one left joint	10%
15. Loss of or the Permanent total Loss of Use of Fingers	
(a) three right joints	15%
(b) two right joints	10%
(c) one right joint	7.5%
(d) three left joints	10%
(e) two left joints	7.5%
(f) one left joint	5%
16. Loss of or the Permanent total Loss of Use of Toes	
(a) all – one foot	20%
(b) great – both joints	7.5%
(c) great – one joint	5%
(d) any other toe	3%
17. Fractured Leg or Patella with Established Non-Union	15%
18. Shortening of leg by at least 5cm	10%
19. Permanent disablement not falling under Disability 1 to 18 inclusive, We may, at Our absolute discretion, pay the Insured Person a sum of compensation which shall be calculated by Us and by reference to the degree of such a Disability and being in its opinion not inconsistent with the Disability 1 to 18 inclusive.	

#### Benefit C – Temporary Total Disablement

We will pay the weekly amount shown in the Schedule or subsequently endorsed hereon if during the period of insurance the Insured Person sustain Injury caused by an Accident resulting directly and independently of any other cause shall become wholly and continuously disabled and is prevented from attending to or carrying out any duty pertaining to his usual occupation or business. The Insured Person is under the regular care and attendance of a Qualified and Licensed/Registered Medical Practitioner during the period of temporary total disablement. Payment in respect of temporary total disablement is as from the first day the Insured Person was diagnosed and certified as temporary total disablement by a Qualified and Licensed/Registered Medical Practitioner (subject to any Elimination Period which may be stated in the Schedule or subsequently endorsed hereon) up to a maximum of 104 weeks.

#### Benefit D – Medical Indemnity

We will pay the actual Medical Expenses incurred by the Insured Person if during the period of insurance the Insured Person shall sustain Injury caused by an Accident resulting directly and independently of any other cause within 12 consecutive months as from the date of the Accident, up to but not exceeding the maximum amount specified in the Schedule.

Extension:

1. We will indemnify the Medical Expenses incurred by the Insured Person and paid to the Chinese Bonesetters or Acupuncturists provided that the maximum liability of Us shall not exceed \$200 per consultation once per day and \$2,000 per Accident and \$4,000 in aggregate during the period of insurance.

We will not pay more than the total amount shown in the Schedule or subsequently endorsed hereon for accidental Medical Expenses during any one year.

#### Benefit E – Free Additional Benefit

##### 24-HOUR AXA ASSISTANCE HOTLINE SERVICE (WORLDWIDE SERVICE)

The Insured &/or the Insured Person during the period of insurance could contact AXA Assistance 24-Hour hotline service for emergency assistance at:

**Hong Kong (852) 2861 9285**

Please provide the following information when contacting AXA Assistance:

- Name of Insured; and
- Insured Person's name and his/her passport or identity card number; and
- Policy Number and inception date of the Policy; and
- The name of the place and the telephone number where AXA Assistance can reach the Insured &/or the Insured Person &/or his/her representative; and
- A brief description of the Accident and the nature of the assistance required.

The following emergency evacuation services and benefits are available:

- (1) Telephone medical advice or referral appointment
- (2) Medical evacuation
- (3) Repatriation after treatment/Repatriation of mortal remains
- (4) Compassionate visit/Return of unattended dependent child
- (5) Arranging of Hospital admission
- (6) Travel assistance

Service provided is primarily on advisory or referral basis. Expenses incurred should be paid by the Insured &/or the Insured Person.

Our 24-Hour AXA Assistance hotline service is coordinated by the service provider. We shall not be responsible for any act or failure to act on the part of the service provider.

#### General Extensions

The following general extensions applicable throughout the whole Policy:

1. Exposure  
If following an Accident the Insured Person is unavoidably exposed to the natural elements and as a direct result of such exposure suffers accidental death, such accidental death shall be considered as constituting a claim under Benefit A of this Policy.
2. Disappearance  
Accidental death shall not in any way be presumed by reason of the disappearance of the Insured Person except in the event of the total loss by sinking or wrecking of the ship or aircraft in which the Insured Person was traveling at the material time. Accidental death payment subject to the receipt of a signed undertaking by the personal representative(s) of the Insured Person's estate that any such payment shall be refunded to Us if it is later discovered that the Insured Person is found to be living and do not suffer Accident death as a result of the Accident.

#### General Provisions

The following general provisions applicable throughout the whole Policy:

1. Payment shall not be made under more than one of Benefit A and Benefit B.
2. Any compensation payable under Benefit A or Benefit B shall be reduced by any compensation already paid under Benefit C in respect of the same Injury.
3. If compensation has been made under Benefit B and accidental death occurs within the subsequent 12 consecutive months, then We shall pay the difference (if any) between the compensation payable under Benefit B and the compensation payable for the Benefit A.
4. Where the aggregate amount of compensation paid in respect of the Insured Person is equal to 100%, there shall be no further liability under this Policy in respect of the same Insured Person for Injury sustained thereafter. Where the aggregate amount of compensation paid in respect of the Insured Person is less than 100% of the Sum Insured, the Disability as stated in the Compensation Table applicable to that Insured Person shall be reduced to the amount of original Sum Insured that remains unpaid.
5. When a Limb or organ which had been partially dysfunctional or disabled prior to an Injury covered under this Policy and which becomes totally dysfunctional or disabled as a result of such Injury, the Percentage of Sum Insured payable shall be determined by Us in its sole discretion having regard to the extent of disablement caused by the Injury. No payment however shall be made in respect of the Loss of or the Permanent total Loss of Use of one Limb or organ which was totally dysfunctional or disabled prior to the Injury.
6. Compensation payable in respect of "right hand" and "left hand" under Disability 12 to 15 inclusive of the Compensation Table shall be reversed if the Insured Person is left-handed.
7. If the Insured Person suffers from a Loss of or the Permanent total Loss of Use of Limb and a Toe(s) or a Finger(s) of the same Limb which gives rise to compensate being payable under the Compensation Table, the Insured Person will only be entitled to the compensation in respect of the Loss of or the Permanent total Loss of Use of one Limb under the Compensation Table.
8. Payments under Benefit C may be made at intervals in arrears during the period of disablement at the discretion of Us but We shall reserve the right to withhold such payments if it so wishes until the total amount due to the Insured Person shall have been ascertained and proved to the satisfaction of Us.

## General Exclusions

1. The following general exclusion applicable throughout the whole Policy:
    - A Any unlawful act of an Insured Person or his wilful exposure to danger (other than in an attempt to save human life), intentional self injury, suicide or attempted suicide, while sane or insane.
    - B Illness, sickness, disease, any pre-existing physical or mental defect or infirmity, bacterial or viral infections even if contracted by Accident. This does not exclude bacterial infection that is the direct result of an accidental cut or wound.
    - C Medical or surgical treatment except where such treatment is rendered necessary by Injury within the scope of this Policy.
    - D Treatment related to cosmetic surgery for purposes of beautification no matter the treatment is rendered as a result of burns.
    - E Venereal disease or insanity, AIDS (Acquired Immune Deficiency Syndrome) or ARC (AIDS Related Complex) or HIV (Human Immunodeficiency Virus) infection. For the purpose of this exclusion, the term AIDS shall have the meanings assigned to it by the World Health Organization including opportunistic infection (includes but not limited to pneumocystis carinii pneumonia, organism of chronic enteritis, virus and/or disseminated fungi infection), malignant neoplasm (includes but not limited to Kaposi's sarcoma, central nervous system lymphoma and/or other malignancies now known or which may become known as immediate causes of death, an illness, or Disability, in the presence of AIDS), encephalopathy (dementia), HIV wasting syndrome or any disease or illness in the presence of a sero-positive test for HIV.
    - F Pregnancy or childbirth or miscarriage or abortion or infertility or mental disorder.
    - G Effect or influence of alcohol or drugs not prescribed by a Qualified and Licensed/Registered Medical Practitioner.
    - H Travel or flight in any device for aerial navigation, other than solely as a passenger on a certificated passenger aircraft operated by a regularly established airline or any regularly scheduled, non-scheduled, special or chartered flight.
    - I Whether on a full time or part time, regular or temporary in military or police duties or fire service or other armed service or operation of any country.
    - J Declared or undeclared war or any act thereof, terrorism, invasion, act of foreign enemy, hostilities, civil war, strike, riot and civil commotion, rebellion, revolution, insurrection, exercise of military or usurped power but this exclusion shall not apply to passive risks in respect of strike, riot and civil commotion. Passive risk shall be deemed to mean Insured Person being killed or injured because they were accidentally in a place when an act of strike, riot and civil commotion occurred.
    - K Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel.
    - L Radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly, or of its nuclear component.
    - M Insured Person engaging or participating in a professional capacity or where the Insured Person would or could earn income or remuneration from engaging or participating in such sport.
    - N Insured Person engaging or participating in any kind of speed contest or racing (other than on foot).
    - O Any loss caused by an Injury which is a consequence of any kind of disease.
    - P General and health check-ups or any investigation not directly related to admission diagnosis, sickness or Injury, or any treatment or investigation which is not medically necessary.
  2. Sanction Limitation and Exclusion Clause

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
3. If any Accident resulting in Injury to the Insured Person which may give rise to a claim, You or the Insured Person must
    - (a) give written notification to Us within 30 days after the occurrence of any loss with full particulars of both the occurrence and the Injury
    - (b) send to Us immediately any writ or summons and as soon as possible any letter, claim or other document
    - (c) notify Us immediately of any impending prosecution, inquest or fatal inquiry
    - (d) ensure that proper medical and surgical advice is obtained and followed by You or Insured Person or Insured Person's family members as soon as possible after any Accident or Injury
    - (e) at Your expense, or at the expense of any person representing You, provide Us with all reports, certificates, information and other documents as We may reasonably require.We are entitled to request
    - (a) an examination by a medical referee appointed by Us for a non-fatal Injury
    - (b) a post-mortem examination in the event of death.
  4. Any Benefits payable under this Policy will be paid to the Insured Person or to the Insured Person's beneficiary. Receipt of the Benefit by the Insured Person or the Insured Person's beneficiary shall discharge Our liability under this Policy.
  5.
    - (a) We shall not be bound to accept any renewal premium or to send any notice of the renewal premium becoming due
    - (b) This Policy shall not be renewable in respect of any Insured Person after the end of the period of insurance during which the Insured Person has attained the age of 65, unless it is agreed by Us (and We will advise You if there is any additional premium required by Us).
  6. If the premium for this Policy has been based wholly or partly on any estimate of wages, salaries or number of Insured Person furnished by You, You shall keep an accurate record containing all particulars relative thereto. You shall at all times allow Us to inspect such record and shall supply such particulars and information as We may require within one month as from the expiry of each period of insurance. The premium for such period shall thereupon be adjusted and the difference paid by or allowed to You as the case may be.
  7.
    - (a) We may cancel the Policy by sending 7 days notice by registered letter to You at Your last known address. We will return a proportionate part of the premium providing no claims have been made
    - (b) You may also cancel the Policy at any time by sending 7 days written notice. If there has been no claim during the current period, We will return a proportionate part of the premium.
  8. We shall be entitled to treat You as the absolute owner of the Policy and shall not be bound to recognize any equitable or other claim to or interest in the Policy.
  9. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference, or if they cannot agree upon a single Arbitrator, to the decision of two Arbitrators, one to be appointed by each of the parties in writing, or in case the Arbitrators do not agree, of an Umpire appointed by the Arbitrators in writing before entering upon the reference, and the making of the award shall be a condition precedent to any liability of Us or any right of action against Us in respect of any claim. If any such difference shall relate to the degree of Permanent disablement for the purpose of this Policy the arbitrator or arbitrators and umpire shall be qualified medical practitioners.
  10. This Policy shall be governed and constructed in accordance with the laws of Hong Kong Special Administrative Region.
  11. Insurance provided under this Policy with respect to all Benefits shall apply 24 hours a day anywhere in the world, unless specified in the Policy Schedule.
  12. 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.

## How to Make a Claim

You should

- 1 Check that the cause of the Injury, Accident or loss is covered.
- 2 Follow the conditions in this Policy.
- 3 Complete the claim form obtainable from AXA General Insurance Hong Kong Limited.
- 4 In connection with any Injury, Accident or loss which may give rise to a claim under the Policy, it is most important that You
  - (a) Tell Us and provide full details in writing within 30 days after the occurrence of any loss with full particulars of both the occurrence and the Injury
  - (b) Send Us any writ, summons or other legal document

We will

- 1 Where necessary, arrange for someone to call as soon as possible. This person will be one of Our staff or an independent loss adjuster appointed by Us.
- 2 In other cases let You know if We need any more information.

**Important** - Please follow these guidelines as they will assist Us in processing Your claim.  
Please always state Your Policy reference and/or claim number in all communications.

Should You have any query or need further advice please call Us on 2523 3061.

## General Conditions

The following general conditions applicable throughout the whole Policy:  
You must comply with the following general conditions to have the full protection of Your Policy. If You do not comply with them, We may cancel the Policy or refuse to deal with Your claim.

1. This Policy and the Schedules or subsequently endorsed hereto shall be read together as one entire contract. Any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedules or subsequently endorsed hereto shall bear such specific meaning wherever it may appear. No amendment or alternation to this Policy shall be valid until approved in writing by Us and evidenced by an endorsement hereto or being attached hereto as part of this Policy and such endorsement must be signed by Our duly authorized attorney.
2. You shall
  - (a) give written notice to Us within a reasonable time of any change in the occupation of the Insured Person and/or any change in Your business nature covered by this Policy (and We will advise You if there is any additional premium required by Us)
  - (b) before each renewal of this Policy You shall give written notice of any illness diseases physical defect or infirmity of the Insured Person by which he/she has become affected or which has come to his/her knowledge.



Once Your claim is registered with Us, a personal Claim Handler will be appointed to assist You.

## Personal Information Collection Statement

AXA General Insurance Hong Kong Limited (referred to hereinafter as the “**Company**”) recognises its responsibilities in relation to the collection, holding, processing, use and/or transfer of personal data 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 the Company is accurate. The Company will take all practicable steps to ensure security of the personal data and to avoid unauthorised or accidental access, erasure or other use.

Please note that 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 process your request.

**Purpose:** From time to time it is necessary for the Company to collect your personal data (including credit information and claims history) which may be used, stored, processed, transferred, disclosed or shared by us for purposes (“**Purposes**”), including:

- 1 offering, providing and marketing to you the products/services of the Company, other companies of the AXA Group (“**our affiliates**”) or our business partners (see “**Use and provision of personal data in direct marketing**” below), and administering, maintaining, managing and operating such products/services;
- 2 processing and evaluating any applications or requests made by you for products/services offered by the Company and our affiliates;
- 3 providing subsequent services to you, including but not limited to administering the policies issued;
- 4 any purposes in connection with any claims made by or against or otherwise involving you in respect of any products/services provided by the Company and/or our affiliates, including investigation of claims;
- 5 detecting and preventing fraud (whether or not relating to the products/services provided by the Company and/or our affiliates);
- 6 evaluating your financial needs;
- 7 designing products/services for customers;
- 8 conducting market research for statistical or other purposes;
- 9 matching any data held which relates to you from time to time for any of the purposes listed herein;
- 10 making disclosure as required by any applicable law, rules, regulations, codes of practice or guidelines or to assist in law enforcement purposes, investigations by police or other government or regulatory authorities in Hong Kong or elsewhere;
- 11 conducting identity and/or credit checks and/or debt collection;
- 12 complying with the laws of any applicable jurisdiction;
- 13 carrying out other services in connection with the operation of the Company’s business; and
- 14 other purposes directly relating to any of the above.

**Transfer of personal data:** Personal data will be kept confidential but, subject to the provisions of any applicable law, may be provided to:

- 1 any of our affiliates, any person associated with the Company, any reinsurance company, claims investigation company, your broker, industry association or federation, fund management company or financial institution in Hong Kong or elsewhere and in this regard you consent to the transfer of your data outside of Hong Kong;
- 2 any person (including private investigators) in connection with any claims made by or against or otherwise involving you in respect of any products/services provided by the Company and/or our affiliates;
- 3 any agent, contractor or third party who provides administrative, technology or other services (including direct marketing services) to the Company and/or our affiliates in Hong Kong or elsewhere and who has a duty of confidentiality to the same;
- 4 credit reference agencies or, in the event of default, debt collection agencies;
- 5 any actual or proposed assignee, transferee, participant or sub-participant of our rights or business;
- 6 any government department or other appropriate governmental or regulatory authority in Hong Kong or elsewhere; and
- 7 the following persons who may collect and use the data only as reasonably necessary to carry out any of the purposes described in paragraphs nos. 2, 3, 4 and 5 of the Purposes specified above: insurance adjusters, agents and brokers, employers, health care professionals, hospitals, accountants, financial advisors, solicitors, organisations that consolidate claims and underwriting information for the insurance industry, fraud prevention organisations, other insurance companies (whether directly or through fraud prevention organisation or other persons named in this paragraph), the police and databases or registers (and their operators) used by the insurance industry to analyse and check data provided against existing data.

For our policy on using your personal data for marketing purposes, please see the section below “**Use and provision of personal data in direct marketing**”. Transfer of your personal data will only be made for one or more of the Purposes specified above.

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

The Company intends to:

- 1 use your name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data held by the Company from time to time for direct marketing;
- 2 conduct direct marketing (including but not limited to providing reward, loyalty or privileges programmes) in relation to the following classes of products and services that the Company, our affiliates, our co-branding partners and our business partners may offer:
  - a) insurance, banking, provident fund or scheme, financial services, securities and related products and services;
  - b) products and services on health, wellness and medical, food and beverage, sporting activities and membership, entertainment, spa and similar relaxation activities, travel and transportation, household, apparel, education, social networking, media and high-end consumer products;
- 3 the above products and services may be provided by the Company and/or:
  - a) any of our affiliates;
  - b) third party financial institutions;
  - c) the business partners or co-branding partners of the Company and/or affiliates providing the products and services set out in (2) above;
  - d) third party reward, loyalty or privileges programme providers supporting the Company or any of the above listed entities
- 4 in addition to marketing the above products and services, the Company also intends to provide the data described in (1) above to all or any of the persons described in (3) above for use by them in marketing those products and services, and the Company requires your written consent (which includes an indication of no objection) for that purpose;

Before using your personal data for the purposes and providing to the transferees set out above, the Company must obtain your written consent, and only after having obtained such written consent, may use and provide your personal data for any promotional or marketing purpose.

You may in future withdraw your consent to the use and provision of your personal data for direct marketing.

If you wish to withdraw your consent, please inform us in writing to the address in the section on “**Access and correction of personal data**”. The Company shall, without charge to you, ensure that you are not included in future direct marketing activities.

**Access and correction of personal data:** Under the PDPO, you have the right to ascertain whether the Company holds your personal data, to obtain a copy of the data, and to correct any data that is inaccurate. You may also request the Company to inform you of the type of personal data held by it.

Requests for access and correction or for information regarding policies and practices and kinds of data held by the Company should be addressed in writing to:

Data Privacy Officer  
AXA General Insurance Hong Kong Limited  
5/F, AXA Southside, 38 Wong Chuk Hang Road,  
Wong Chuk Hang, Hong Kong

A reasonable fee may be charged to offset the Company’s administrative and actual costs incurred in complying with your data access requests.

## Caring for Our Customers

We at AXA General Insurance Hong Kong Limited make every effort to provide a good standard of service to all Our policyholders. If on any occasion Our service falls below the standard You would expect Us to meet, the procedure below explains what You should do

- Your first point of contact should always be Your insurance agent or broker. Alternatively, You may submit Your feedback to the AXA Manager in charge of the matter You are raising.
- If, following contact with the above, You feel that You require further assistance then please write to

Chief Executive Officer  
AXA General Insurance Hong Kong Limited  
5/F, AXA Southside, 38 Wong Chuk Hang Road,  
Wong Chuk Hang, Hong Kong

An acknowledgement that Your complaint has been received will be sent to You within two working days following which Your complaint will be investigated. If We have Your telephone number We will call You.

- AXA General Insurance Hong Kong Limited is a member of the Insurance Complaints Bureau. If Your complaint concerns a claim and after following the above procedure Your claim has not been resolved to Your satisfaction, You may write to the Insurance Complaints Bureau at the following address

Insurance Complaints Bureau  
29/F, Sunshine Plaza  
353 Lockhart Road  
Wanchai, Hong Kong

If the Insurance Complaints Bureau decides that Our handling of Your claim has been unreasonable or technically incorrect, their decision is binding on Us by the terms of an agreement We have signed.

**Important** - Please remember to quote Your Policy reference in any communication.

**Note:** All amounts are in Hong Kong Dollars.