

Policy

Group Business Travel

Policy coverage attaching to and forming part of Policy of Insurance

Welcome to your AXA General Insurance Hong Kong Limited Group Business Travel Insurance Policy.

Your Policy consists of

- the proposal form (if any)
- the quotation (if any)
- the Policy wording in this jacket
- the Policy Schedule/Certificate of Insurance

Your Policy Schedule/Certificate of Insurance shows

- details of your cover
- the period of insurance
- any special terms that may apply to your Policy

Following payment of the premium stated in the Policy Schedule/Certificate of Insurance 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 Sections you have chosen.

Please read this jacket together with your Policy Schedule/Certificate of Insurance to make sure you know what cover is provided.

Definitions

Certain words in the Policy have specific meanings. These words have the same meaning wherever they are used in the Policy or the Policy Schedule/Certificate of Insurance or subsequently endorsed hereon. These are given below or defined at the beginning of the appropriate Section.

Accident/Accidental – as referred to in the definition of Injury or death means a sudden unforeseen and fortuitous event.

Close Business Partner – means a business companion who travels with the Insured Person for the same business purpose, and whose presence is necessary for the Insured Person's business.

Compulsory Quarantine – means the Insured Person is being confined in an isolated ward of a Hospital or an isolated site appointed by the government for at least 24 hours and continuously stays in there until discharged from the quarantine.

Hong Kong – means the Hong Kong Special Administrative Region.

Hospital – means any institution lawfully operated for the care and treatment of injured persons with organized facilities for diagnosis and surgery, having 24 hours per day nursing service and medical supervision, but not including any institution used primarily as a nursing or convalescent home, a place of rest, a geriatric care facility, a mental institution, a rehabilitation or extended care facility, or a place for the care or treatment of alcoholics or drugs addicts.

Immediate Family Member – means the Insured Person's spouse, parent, parent-in-law, grandparent, grandparent-in-law, son, daughter, brother, sister, grandchild or legal guardian.

Infectious Disease – means any kinds of infectious disease which are publicly announced and require quarantine by the government.

Injury – means bodily Injury resulting solely, directly and independently of all other causes from an Accident.

Insured/Policyholder – means business entity/company who owns the insurance policy.

Journey – means a trip which is on assignment by or at the direction of the Insured/Policyholder, including any personal deviations during and/or immediately before/after such business trip. Such trip commences at the time during the Period of Insurance the Insured Person is travelling directly from the place of residence or regular employment in the Stationed Location to the immigration counter within 5 hours before the scheduled departure time of the Public Common Carrier in which the Insured Person has arranged to travel for the purpose of commencement of such trip; and to cease at the time he/she is travelling directly from the immigration counter in the Stationed Location to his/her place of residence or regular employment within 5 hours after the actual arrival time of the Public Common Carrier in which the Insured Person has arranged to travel upon the completion of such trip. In the event of no immigration counter situated in the Stationed Location, such trip shall be deemed to commence at the time he/she leaves the

boundary of the Stationed Location; and terminated at the time of his/her arrival at the boundary of the Stationed Location. The maximum period of such trip shall not exceed 180 days.

Loss of Hearing – means Permanent irrecoverable Loss of Hearing rendering the Insured Person absolutely deaf in both ears irremediable by surgical or other means of treatment.

Limb – means to a hand or foot.

Loss of Limb – means complete severance 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 – 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.

Member Insured/Insured Person – means the Insured employee(s) so long as they are named in the Policy Schedule/Certificate of Insurance.

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 daily life. Provided such disability has continued for a period of 12 consecutive months and certified by a Qualified and Registered Medical Practitioner to be total, continuous and Permanent for the remainder of the Insured Person's life.

Public Common Carrier – means any mechanically propelled conveyance operated by a company or an individual licensed to carry passengers for hire, including but not limited to aeroplane, bus, coach, ferry, hovercraft, hydrofoil, ship, train, tram or underground train.

Qualified and 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.

Stationed Location – means a country, province or city where the Insured Person resides. Such location will be regarded as Hong Kong unless otherwise specially mentioned in the Policy Schedule/Certificate of Insurance.

Sum Insured – means the Sum Insured stated in the Policy Schedule/Certificate of Insurance.

Travel Companion – means the person who committed or arranged the travel booking or reservation together with the Insured Person and accompanied the Insured Person for the whole Journey and is also insured with Us under the same Journey other than the tour guide or the tour member.

We, Us or Our – means AXA General Insurance Hong Kong Limited.

Geographical Limits

Cover is provided on worldwide basis.

Section 1 - Medical and Related Expenses

Maximum Limit per Insured Person up to the Sum Insured.

We will pay

- (1) the incurred medical, hospital and treatment expenses including the cost of dental treatment (as a result of accident only), additional accommodation and travelling expenses (including such additional expenses of a relative or friend required on medical advice to travel to, or remain behind with the Insured Person), necessarily incurred outside Stationed Location, within 12 consecutive months as from the date of incident giving rise to the claim as a direct result of Accidental bodily Injury sustained or sickness contracted by the Insured Person during the Journey.

(N.B. Chinese bone-setting, acupuncture, physiotherapy or chiropractic treatment are subject to an aggregate limit of \$4,000 and a per visit per day limit of \$200)

- (2) the incurred reasonable additional accommodation and travelling expenses (confined to economy class) incurred to return dependent Children of the Insured Person who are on the same Journey back to the Insured Person's place of residence in Stationed Location who are left unattended as a result of the Insured Person's hospitalization.
- (3) the incurred guarantee of Hospital admittance deposit in the event of Accidental bodily Injury sustained or sickness contracted by the Insured Person during the Journey and the Insured Person is admitted into a Hospital.

Sub-limit per Insured Person as stated in the Policy Schedule/Certificate of Insurance.

- (4) the reasonable costs incurred by the Insured Person in engaging the services of a local translator/interpreter in the Hospital where the Insured Person is confined caused by Accidental bodily Injury or sickness, which occurred or was contracted abroad during the Journey, subject to the period of confinement exceeding 24 hours.

Limit per day and sub-limit per Insured Person as stated in the Policy Schedule/Certificate of Insurance.

- (5) the reasonable additional accommodation and travelling expenses necessarily incurred by the Insured Person in reverting to his/her original travel schedule/itinerary and/or rejoining his/her original Travel Companions following an interruption or disruption of that schedule/itinerary caused by Accidental bodily Injury or sickness, which occurred or was contracted abroad during the Journey.

Sub-limit per Insured Person as stated in the Policy Schedule/Certificate of Insurance.

- (6) the necessary medical, hospital and treatment expenses (including the cost of dental treatment as a result of Accident only, a private ambulance or professional home-nursing fees) reasonably incurred by the Insured Person in Stationed Location within 12 consecutive months after the Insured Person's return from abroad and such expenses having resulted from Accidental bodily Injury or sickness which occurred or was contracted abroad during the Journey and which necessitated medical consultation whilst abroad.

(N.B. Chinese bone-setting, acupuncture, physiotherapy or chiropractic treatment are subject to an aggregate limit of \$4,000 and a per visit per day limit of \$200)

We will also pay:

- (7) a daily hospital cash benefit to any Insured Person who is admitted to Hospital outside Stationed Location for more than 24 hours as a result of an Accidental bodily Injury or sickness which occurred or was contracted during the Journey. This benefit is also payable to any Insured Person who, upon return to Stationed Location, is admitted to Hospital in Stationed Location for more than 24 hours as a follow-up treatment.

Limit per day and sub-limit per Insured Person as stated in the Policy Schedule/Certificate of Insurance.

- (8) a daily Compulsory Quarantine cash benefit to any Insured Person in the event such Insured Person is being quarantined compulsorily due to contraction of Infectious Disease or suspicion of being contracted of Infectious Disease outside Stationed Location during the Journey or within 7 days upon completion of the Journey and returning to Stationed Location. This benefit can only be utilized once during any one Journey.

PROVISIONS

- (i) The Compulsory Quarantine must be executed by local authorized health department or any regulatory authority. Voluntary quarantine and/or home quarantine shall be excluded.
- (ii) We will pay the daily benefit on each full 24 hours of Compulsory Quarantine.
- (iii) This benefit is only payable when the Infectious Disease has been rated at phase 5 or above under the Epidemic and Pandemic Alert and Response by the World Health Organization on or before the first day of Compulsory Quarantine of the Insured Person during the Journey, or the Hong Kong

Government has activated the Government's Preparedness Plan for Influenza Pandemic to the highest level - Emergency Response Level on or before the first day of Compulsory Quarantine of the Insured Person in Hong Kong.

- (iv) No benefit shall be payable if the planned destination(s) has been declared as an infected area on or before the departure date of the Journey.

Limit per day and sub-limit per Insured Person as stated in the Policy Schedule/Certificate of Insurance.

(N.B. An Insured Person cannot claim under both benefit (7) and (8) for the same event)

EXTENSIONS

It is extended to cover

- (a) any additional travelling expenses (subject to a proof of receipt) up to a maximum of \$500 incurred by the Insured Person for the purpose of seeking medical treatment in an overseas Hospital if the Insured Person suffers from Accidental bodily Injury or sickness during the Journey.
- (b) any incurred necessary medical expenses charged by a Qualified and Registered Medical Practitioner in Stationed Location within 12 consecutive months for the medical treatment even if the Insured Person has not incurred any medical expenses overseas, provided that the Insured Person contracted the Infectious Disease during the Journey and the Qualified and Registered Medical Practitioner's diagnosis proved that the contraction happened during the Journey and the contraction is confirmed within 7 days after the Insured Person returns to Stationed Location.

EXCLUDING

- 1 Treatment or aid obtained in Stationed Location (except as specifically provided for in benefit (6), (7), (8) and extension (b) above).
- 2 Surgery or medical treatment which, in the opinion of the Qualified and Registered Medical Practitioner treating the Insured Person, can be reasonably delayed until the Insured Person's return to Stationed Location or arrival in country of final destination for Insured Persons not returning to Stationed Location.
- 3 The additional cost of single or private room accommodation at a Hospital, clinic or nursing home, except where the Qualified and Registered Medical Practitioner treating the Insured Person deems it necessary for the Insured Person to occupy such accommodation.
- 4 Medical consultation or treatment (other than Chinese bone-setter, acupuncturist, physiotherapy or chiropractic), not received from local Qualified and Registered Medical Practitioner.
- 5 Any treatment provided by Chinese bone-setter, acupuncturist, physiotherapy or chiropractic who is the Insured Person himself/herself or a relative of the Insured Person or Insured Person's Immediate Family Members.

Section 2 - Worldwide Emergency Assistance Service

Maximum Limit per Insured Person up to the Sum Insured.

The services described in this Section must be necessitated by a medical emergency and coordinated by an assistance company appointed by Us (the "Assistance Company").

- (1) 24-Hour Emergency Assistance Hotline Service

A 24-hour emergency assistance hotline service is operated for the benefit of Insured Person so that, in the event of an emergency medical problem or situation covered herein, help and advice will be given.

- (2) Emergency Medical Evacuation

If the local medical services are inadequate or not available and the medical condition warrants emergency evacuation to another place, the Assistance Company will arrange and We will pay the incurred cost for:

- (i) emergency transport include air ambulance to the nearest and most appropriate hospital or medical centre available to treat the nature of the Insured Person's Accidental bodily Injury or sickness suffered; and
- (ii) medical attendants to accompany the Insured Person enroute on the advice and/or direction of the attending Qualified and Registered Medical Practitioner.

- (3) Repatriation/Repatriation of Mortal Remains

We will pay for services arranged by the Assistance Company in respect of:

- (i) extra costs for economy airfare incurred when the Insured Person suffers a sickness or Accidental bodily Injury such that the Insured Person must fly to Stationed Location immediately on the written advice of a Qualified and Registered Medical Practitioner.
- (ii) extra costs for economy airfare incurred for a Qualified and Registered Medical Practitioner to accompany the Insured Person on the written advice of a Qualified and Registered Medical Practitioner.
- (iii) reasonable charges in the event of death for burial or cremation of the Insured Person in the locality where death occurs or the reasonable cost of transport of body or ashes to Stationed Location for each Insured Person.

EXCLUDING

In addition to the policy exclusions in Section 1, the following also applies:-

- 1 Emergency Medical Evacuation or Repatriation/Repatriation of Mortal Remains or costs not approved and arranged by the Assistance Company or its authorized representative, except when We reserve the right to waive this exclusion at Our full discretion and decision.
- 2 The cost of burial in Stationed Location.

Section 3 - Personal Accident

We will pay the maximum amount per Insured Person up to the Sum Insured if during the Journey the Insured Person sustains an Accidental bodily Injury resulting directly and independently of any other cause within 12 consecutive months as from the date of Accident in death or disablement (total or partial) as described in the Compensation Table.

COMPENSATION TABLE

DISABILITY	COMPENSATION (Percentage of Sum Insured)
(1) Death	100%
(2) Permanent Total Disablement	100%
(3) Permanent and incurable paralysis of all Limbs	100%
(4) Permanent total Loss of Sight of both Eyes	100%
(5) Permanent total Loss of Sight of one Eye	100%
(6) Loss of or the Permanent total Loss of Use of two Limbs	100%
(7) Loss of or the Permanent total Loss of Use of one Limb	100%
(8) Loss of Speech and Loss of Hearing	100%
(9) Permanent and incurable insanity	100%
(10) Permanent total Loss of Hearing in	
(a) both ears	75%
(b) one ear	20%
(11) Loss of Speech	50%
(12) Permanent total loss of the lens of one eye	50%
(13) Loss of or the Permanent total Loss of Use of four Fingers and thumb of	
(a) right hand	70%
(b) left hand	50%
(14) Loss of or the Permanent total Loss of Use of four Fingers of	
(a) right hand	40%
(b) left hand	30%
(15) Loss of or the Permanent total Loss of Use of one thumb	
(a) both right joints	30%
(b) one right joint	15%
(c) both left joints	20%
(d) one left joint	10%
(16) 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%
(17) 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%
(18) Fractured Leg or Patella with Established Non-Union	15%
(19) Shortening of leg by at least 5cm	10%
(20) Permanent disablement not falling under Disability (2) to (19) 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 (2) to (19) inclusive.	

EXTENSIONS

It is extended to cover

- (a) Third Degree Burn

If as a result of an Accident the Insured Person sustains an Injury and is diagnosed by a Qualified and Registered Medical Practitioner to have suffered any of the Events listed hereunder, We will pay the Insured Person in respect of the following Events as specified below.

EVENTS

Third Degree Burn

On 45% or more of body surface	100% of the sub-limit
On 27% or more of body surface	60% of the sub-limit
On 18% or more of body surface	50% of the sub-limit
On 9% or more of body surface	30% of the sub-limit
On 4.5% or more of body surface	20% of the sub-limit

Sub-limit per Insured Person as stated in the Policy Schedule/Certificate of Insurance.

Compensation shall not be payable for more than one of the above Events in respect of the same Accidental bodily Injury. Should more than one of the Events occur from the same Accidental bodily Injury, We shall only be liable for the greatest Compensation.

DEFINITIONS

- "Burns" means tissue damage caused by the agent as heat only.
- "Degree" means the unit of measurement for the Burns customarily used by the local government in the place where this Policy issued.
- "A Third Degree Burn" means the damage or destruction of the skin to its full depth and damage to the tissues beneath.

- (b) Compassionate Death Cash Benefit

We will pay the Insured Person's beneficiary in the event of the death of the Insured Person either due to Accident or sickness. No benefit shall be payable in the event of suicide of the Insured Person unless such Insured Person has been insured by Us for more than 12 consecutive months.

Sub-limit per Insured Person as stated in the Policy Schedule/Certificate of Insurance.

- (c) Credit Card Protection

We will pay for any outstanding balance payable on the credit cards of the deceased Insured Person for items and sundries charged to his/her credit cards as at the date of Accident if during the Journey the Insured Person sustains Injury which directly causes or results in his/her death; provided the Accidental death benefit is paid or payable under the same Injury.

Sub-limit per Insured Person as stated in the Policy Schedule/Certificate of Insurance.

- (d) 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 travelling at the material time. Accidental death payment is subject to the receipt of a signed undertaking by the personal representative(s) of the Insured Person's estate and that any such payment shall be refunded to Us if it is later discovered that the Insured Person is found to be living and had not suffer Accidental death as a result of the Accident.

- (e) 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 this Policy.

PROVISIONS

- Payment shall not be made for more than one disability listed in the Compensation Table in respect of the same Injury.
- If compensation has been made under disability (2) to (20) and then death occurs within the subsequent 12 consecutive months, then We shall pay the difference (if any) between the compensation payable under disability (2) to (20) and the compensation payable for the death.
- Where the aggregate amount of compensation paid in respect of the Insured Person is equal to 100% of the Sum Insured, 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.
- 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.

- (v) Compensation payable in respect of “right hand” and “left hand” under disability (13) to (16) inclusive of the Compensation Table shall be reversed if the Insured Person is left-handed.
- (vi) 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.
- (vii) The amount of all disability (1) to (20) and extension (a) and (c) payable for one or more Injuries sustained by an Insured Person during the Journey shall not exceed the maximum Sum Insured per Insured Person.
- (viii) No interest accrued or financial charges shall be covered under extension (c).
- (ix) We will not pay for extension (c) if the Insured Person is entitled to this benefit under any other source.
- (x) Extension (c) is not applicable to Insured Persons aged under 18 years of age.
- (xi) This section exclude cover for 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.

Section 4 - Baggage and Personal Effects

Maximum Limit per Insured Person up to the Sum Insured.

We will pay the incurred loss of or damage to baggage taken, sent in advance or purchased on the Journey (including clothing and personal effects worn or carried on the Insured Person, trunks, suitcases, receptacles and the like), occurring during the Journey and owned by the Insured or Insured Person.

In the event that the Insured or the Insured Person purchases a replacement item comparable with the original brand, style & condition of the lost article, We will only pay for the replacement cost provided the lost article was not more than 2 years old at the date of loss. If the Insured or the Insured Person cannot prove the age of the lost article or if the article is more than 2 years old or if the article is not replaced, We will assess the claim on the basis of intrinsic value of the article, or the cost of repair, whichever is the lesser.

If any article is proven to be beyond economic repair, a claim will be assessed under this Policy as if the article had been lost.

We have the option to indemnify the Insured or the Insured Person by cash payment for the loss or damage or by repair or replacement.

In the event of loss or damage occurring whilst the insured property is in the custody or control of the Public Common Carrier, the Insured Person should firstly lodge his/her claim against that Public Common Carrier.

We shall reimburse the balance if the Insured or the Insured Person is not fully compensated by the Public Common Carrier subject to the limit under this Section of the Policy Schedule/Certificate of Insurance.

Limit per article/pair/set of article up to the Sum Insured.

PAIR AND SET CLAUSE

Where any insured item consists of articles in a pair or set, this Section will not pay more than the value of any particular part or parts which may be lost, without reference to any special cause which such article or articles may have as part of such pair or set, nor more than a proportionate part of the insured value of the pair or set.

EXCLUDING

- 1 Loss of or damage arising from delay or confiscation or detention by Customs or other official.
- 2 Loss of or damage to stamps, documents, contact or conceal lenses or damage to fragile or brittle articles such as glass or crystal.
- 3 Loss of or damage to Business goods or samples.
- 4 Loss or damage caused by normal wear and tear, gradual deterioration or mechanical or electrical breakdown or derangement.
- 5 Loss or damage whilst in the custody of the Public Common Carrier, unless reported immediately on discovery and, in the case of an airline, a Property Irregularity Report obtained.
- 6 Loss not reported to the police within 24 hours and a report obtained, unless:-
 - (i) to do so would be impossible;
 - (ii) by doing so would invoke an additional claim under another Section of the Policy.
- 7 Loss of or damage to banknotes, treasury bills, currency notes or any other form of negotiable document.
- 8 Replacement cost of credit cards.
- 9 Loss of unattended properties.
- 10 Loss of data recovery or data recorded on tapes, cards, diskettes or laptop computer.
- 11 Any loss claimed under Section 5 - Baggage Delay arising from the same cause.

Section 5 - Baggage Delay

Maximum Limit per Insured Person up to the Sum Insured.

We will pay the incurred costs of emergency purchases of essential items or clothing or requisites consequent upon temporary deprivation of baggage for more than the specified hours as shown in the Policy Schedule/Certificate of Insurance from time of arrival at destination abroad due to mishandling by the airlines or carrier or hi-jack.

PROVISIONS

- (i) All claims must be substantiated by written confirmation from the Public Common Carrier or in the case of an airline, a Property Irregularity Report obtained on the number of hours and the reason of such delay.

EXCLUDING

- 1 Any loss claimed under Section 4 - Baggage and Personal Effects arising from the same cause.
- 2 Any baggage not being on the same Public Common Carrier of the Insured Person or souvenirs and articles mailed or shipped separately.

Section 6 - Personal Money and Travel Documents

Maximum Limit per Insured Person up to the Sum Insured.

(a) Personal Money

We will pay the incurred loss of money owned by the Insured or Insured Person (including cash, bank or currency notes, cheques, travelers cheques, postal or money orders), or loss of and unauthorized use of credit cards owned by the Insured Person by any person not related to, or residing with, the Insured Person.

Sub-limit per Insured Person as stated in the Policy Schedule/Certificate of Insurance.

(b) Travel Documents

We will pay the actual replacement cost of travel documents including passports, Hong Kong Identity Card or the like, applicable entry visas, credit cards, driving licences, travel ticket and other travel documents belonging to the Insured Person following the accidental loss during the Insured Journey. In the event of the loss of travel ticket and/or other travel documents belonging to the Insured Person during the Journey, We will also reimburse the additional travelling expenses and/or accommodation expenses incurred to the Insured Person, provided that the travelling class and/or the room type for the accommodation shall not be better than the original travelling class and/or the room type for the accommodation in the Journey.

Sub-limit per Insured Person as stated in the Policy Schedule/Certificate of Insurance.

EXCLUDING

- 1 Loss not reported to the local police within 24 hours or for which a relevant police report is not obtained.
- 2 Shortages due to error, omission, exchange or depreciation in value.
- 3 Loss or damage arising from delay or confiscation or detention by Customs or other official.
- 4 Loss of traveller's cheques not immediately reported to the local branch or agent of issuing authority.
- 5 Any unexplained loss or mysterious disappearance.
- 6 Loss of credit cards not immediately reported to the local branch or agent of issuing authority.
- 7 Loss of credit cards not complying with the terms and conditions of the issuing authority.
- 8 Loss of membership cards of any kind.
- 9 Loss of any travel document and/or visas and/or travel ticket which is not necessary to complete the Journey.
- 10 Any fine or penalties incurred due to non-replacement or late replacement of the documents by the Insured Person.
- 11 For the claim of both temporary and permanent version of the same travel document. In the event of such loss, the Insured Person may claim either 1 version.

Section 7 - Personal Liability

Maximum Limit per Insured Person up to the Sum Insured.

To indemnify the Insured Person in respect of his/her legal liability towards third parties arising during the Journey as a result of:-

- (1) Accidental bodily Injury (including death).
- (2) Accidental loss of or damage to property.

In addition, to indemnify the Insured Person for:-

- (3) third parties costs and expenses recoverable from the Insured Person either under Common Law or under the law of the country where the Accident, loss or damage occurred; and
- (4) the Insured Person's costs and expenses incurred with our prior written consent.

EXCLUDING

Claims arising directly or indirectly from, in respect of or due to:-

- 1 Employers' Liability, contractual liability or liability to a member of an Insured Person's family, travel companion.
- 2 Property belonging to or held in trust or in the care, custody or control of an Insured Person.
- 3 Any wilful, malicious or unlawful act.
- 4 Pursuit of trade, business or profession.
- 5 Ownership or occupation of land or building (other than occupation only of any temporary residence).
- 6 Ownership, possession or use of vehicles, aircraft or watercraft (other than small non-mechanical sailing craft, canoes, dinghies and the like).
- 7 Legal costs, fines, penalties or the like resulting from any criminal proceedings.
- 8 The Insured Person being under the influence of drugs or intoxicating liquor.

Section 8 - Travel Delay, Trip Re-routing Missed Journey and Overbooking

Maximum Limit per Insured Person up to the Sum Insured.

In respect of (a), (b) and (c) below as a direct result of:

strike or other industrial action, riot, civil commotion, hijack, terrorism, adverse weather conditions, natural disaster, mechanical and/or electrical breakdown of the Public Common Carrier or closure of the airport, We will pay:

(a) Travel Delay

in the event of the Public Common Carrier in which the Insured Person has arranged to travel is delayed for at least a particular hours as shown in the Policy Schedule/Certificate of Insurance from the departure or arrival time specified in the Insured Person's original itinerary. The period of delay will be calculated from EITHER:

- Departure delay - the original scheduled departure time of the Public Common Carrier specified in the itinerary supplied to the Insured Person until the actual departure time of (i) the original Public Common Carrier or (ii) the first available alternative transportation offered by that Public Common Carrier; or
- Arrival delay - the original arrival time of the Public Common Carrier specified in the itinerary supplied to the Insured Person until the actual arrival time of (i) the original Public Common Carrier or (ii) the first available alternative transportation offered by that Public Common Carrier.

The Insured Person can only claim for either Departure delay or Arrival delay of the same Public Common Carrier. If the Insured Person has consecutive connected flights, each period of delayed hours cannot be accumulated and the proximate cause of the delay must be due to the above-mentioned reasons.

Each and every full particular hours and sub-limit per Insured Person as stated in the Policy Schedule/Certificate of Insurance.

(b) Extra Accommodation Expenses, Irrecoverable Pre-paid Deposits or Charges due to Travel Delay

- (i) the additional, reasonable and irrecoverable accommodation expenses, or
- (ii) the irrecoverable pre-paid deposits or charges or contracted to be paid for the benefit of the Insured Person incurred outside Stationed Location in the event that the outward or transit of the Public Common Carrier in which the Insured Person has arranged to travel is delayed for more than a particular hours as shown in the Policy Schedule/Certificate of Insurance from the time specified in the Insured Person's original itinerary or cancellation of the Journey by the Insured Person.

The Insured Person can only claim for either (i) or (ii) above.

Sub-limit per Insured Person as stated in the Policy Schedule/Certificate of Insurance.

(c) Trip Re-routing Costs due to Travel Delay

the additional and irrecoverable costs of travel ticket (economy class only) incurred by the Insured Person to reach the planned destination as specified in his/her original itinerary by an alternative means of Public Common Carrier in the event that the Public Common Carrier in which the Insured Person has scheduled to travel is cancelled as a consequence of the Public Common Carrier being delayed for more than a particular hours as shown in the Policy Schedule/Certificate of Insurance after the Insured Person's check-in. This benefit can only be utilized once during any one Journey.

Sub-limit per Insured Person as stated in the Policy Schedule/Certificate of Insurance.

(d) Missed Journey

We will pay expenses reasonably incurred for the accommodation and meals, if it is not provided or compensated by the Public Common Carrier or any third party, in the event that the Insured Person fails to board the Public Common Carrier due to missed transportation connection on which the Insured Person had obtained a confirmed reservation.

The failure to board the Public Common Carrier due to the missed Journey connection must be verified in writing by the Public Common Carrier.

Sub-limit per Insured Person as stated in the Policy Schedule/Certificate of Insurance.

(e) Overbooking

We will pay expenses reasonably incurred for the accommodation and meals, if it is not provided or compensated by the Public Common Carrier or any third party, in the event that the Insured Person fails to board the Public Common Carrier due to overbooking on which the Insured Person had obtained a confirmed reservation.

The failure to board the Public Common Carrier due to the overbooking must be verified in writing by the Public Common Carrier.

Sub-limit per Insured Person as stated in the Policy Schedule/Certificate of Insurance.

EXCLUDING

Claims arising from:

- 1 Failure of the Insured Person to check in according to the itinerary supplied to him/her, and failure to obtain written confirmation from the Public Common Carriers (or their handling agents) of the number of hours of delay and the reason for such delay.
- 2 Any circumstances leading to the relevant delay of the Journey which is existing or announced before the date of booking the scheduled Journey.
- 3 Late arrival of the Insured Person at the airport, port, train station or other place of boarding after check-in or booking-in-time (except for the late arrival caused by events beyond control of the Insured Person).
- 4 Any loss in relation to alternations to schedules that is not verified by the Public Common Carrier, travel agency or other relevant organizations.
- 5 Any circumstances covered by other insurance scheme, government programme or which will be paid or refunded by travel agency, tour operator or other provider of any service forming part of the booked itinerary (except for (a) Travel Delay).
- 6 In respect of losses claimed under Section 10 - Trip Curtailment arising from the same cause.

Section 9 - Loss of Deposit or Cancellation of Trip

Maximum Limit per Insured Person up to the Sum Insured.

We will pay for the loss of irrecoverable deposits or charges paid in advance or contracted to be paid for the benefit of the Insured Person, in the event that the following is occurring within 30 days (except for item (i) and (ii) and (iii)) before the departure date of the Journey:

- (i) unexpected outbreak of strike, riot, civil commotion, terrorism, hijack, natural disasters or adverse weather conditions at the planned destination arising within 7 days before the departure date of the Journey
- (ii) serious damage to the Insured Person's principal home in Stationed Location arising from fire, flood or burglary within 7 days before the departure date of the planned Journey which requires the Insured Person's presence in Stationed Location on the departure date of the Journey for the purpose of police investigation
- (iii) the Government of the Hong Kong Special Administrative Region issue a "Black" alert for the planned destination, according to the "Outbound Travel Alert System", within 7 days before the departure date of the Journey (notwithstanding General Exclusions 1(c))
- (iv) death, serious physical injury or serious illness of the Insured Person, Immediate Family Member, Close Business Partner or Travel Companion
- (v) witness summons, jury service or Compulsory Quarantine of the Insured Person

EXCLUDING

Refer to EXCLUDING (Applicable to Section 9 and 10) stated under Section 10 - Trip Curtailment.

Section 10 - Trip Curtailment

Maximum Limit per Insured Person up to the Sum Insured.

We will pay for the proportional return of relevant irrecoverable prepaid cost of the booked itinerary as shown on the booking invoice, calculated at pro-rata for each complete day of the booked itinerary lost, or additional incurred travel costs (confined to economy class) and accommodation expenses reasonably and necessarily incurred, in the event that the Insured Person has to abandon the Journey and return to Stationed Location after the Journey has begun due to:

- (i) unexpected outbreak of strike, riot, civil commotion, terrorism, hijack, natural disasters or adverse weather conditions at the planned destination which prevents the Insured Person from continuing with his/her scheduled Journey
- (ii) serious damage to the Insured Person's principal home in Stationed Location arising from fire, flood or burglary
- (iii) the Government of the Hong Kong Special Administrative Region issue a "Black" alert for the planned destination, according to the "Outbound Travel Alert System", during the Journey (notwithstanding General Exclusions 1(c))

- (iv) death, serious physical Injury or serious illness of the Insured Person, Immediate Family Member, Close Business Partner or Travel Companion

Curtailment expenses payable in relation to the amount of prepaid cost of the booked itinerary and/or travel costs and/or accommodation expenses forfeited will be calculated in proportion to the number of days remaining after the relevant interruption of the Journey.

The Insured Person can only claim for either the forfeited expenses for the Journey or additional expenses incurred for the curtailment.

EXCLUDING (Applicable to Section 9 and 10)

Claims arising directly or indirectly from, in respect of or due to:

- 1 Any government's regulations control or act, bankruptcy, liquidation, error, omission or default of any travel agency, tour operator, Public Common Carrier and/or other provider of any service forming part of the booked itinerary.
- 2 Disinclination to travel or financial circumstances of the Insured or any Insured Person.
- 3 Any unlawful act or criminal proceedings of any Insured Person on whom the Journey depend, other than attendance under subpoena as a witness at a Court of Law.
- 4 Failure to notify the travel agency, tour operator, Public Common Carrier and/or other provider of any service forming part of the booked itinerary of the need to cancel or curtail the travel arrangement immediately when it is found necessary to do so.
- 5 Any circumstances leading to the cancellation or curtailment of the Journey which is existing or announced before the date of booking the scheduled Journey.
- 6 Any medical condition or other circumstances known to have existed before the date of booking the scheduled Journey.
- 7 Any loss which will be paid or refunded by any existing insurance scheme, government programme, Public Common Carrier, travel agency or any other provider of transportation and/or accommodation.
- 8 Any loss in relation to cancellations or curtailments to schedules that is not verified by the Public Common Carrier, travel agency or other relevant organizations.
- 9 Failure to obtain a written medical report from the Qualified and Registered Medical Practitioner.
- 10 Any expenses incurred for services provided by another party for which the Insured Person is not liable to pay and/or any expenses already included in the cost of a scheduled Journey.
- 11 Any loss if the Insured Person refuses to follow the recommendation of the Qualified and Registered Medical Practitioner and to return to Stationed Location on Insured Person's own decision, or refuses to continue the Journey whilst the Insured Person's physical condition at the time of recommendation is fit for travel (Applicable to Section 10 - Trip Curtailment only).
- 12 In respect of losses claimed under Section 8 - Travel Delay, Trip Rerouting, Missed Journey and Overbooking arising from the same cause (Applicable to Section 10 - Trip Curtailment only).

Section 11 - Home Care Benefit

Maximum Limit per Insured Person up to the Sum Insured.

We will, in the event of any Accidental fire and/or burglary, provide indemnity to Insured Person by cash payment, repair or reinstatement, at Ours option, against physical loss of or damage to the Contents within Insured Person principal residence in Stationed Location which was left vacant when Insured Person is on a Journey.

"Contents" means household furniture and furnishing, clothing and personal effects belonging to Insured Person or to Insured Person's family members or domestic helpers permanently residing with Insured Person and fixtures and fittings Insured Person owns (for which Insured Person is responsible) not being landlord's fixtures and fittings. Contents shall exclude deeds, bonds, bills of exchange, promissory notes, cheques, travellers' cheques, securities for money, documents of any kind, cash, currency notes, articles of gold, silver or other precious metal, jewellery, furs, watches, and precious or semi-precious gems.

In the event of loss of or damage to any property insured forming part of a pair or set, Our liability shall not exceed a proportionate part of the value on the pair or set. We shall not be liable for more than \$2,000 in respect of any one article or pair or set of articles.

EXCLUDING

We will not pay for claims arising directly or indirectly from, in respect of, or due to:

- 1 Wear, tear, depreciation, the process of cleaning, dyeing repairing or restoring any article, the action of light or atmospheric conditions, moth, insects, vermin or any other gradually operating cause.
- 2 Any loss or damage occasioned through the willful act of the Insured Person or with the connivance of the Insured Person.
- 3 Any loss (whether temporary or permanent) of the insured property or any part thereof by reason of confiscation, requisition, detention or legal or illegal occupation of such property or of any premises, vehicle or thing containing the same by any government authorities.
- 4 Electrical or mechanical breakdown.

- 5 Business or professional use in respect of photographic and sporting equipment and accessories and musical instruments.
- 6 Motor vehicles, boats, bicycles and any equipment or accessories relating thereto.

Section 12 - Replacement Staff

Maximum Limit per Insured Person up to the Sum Insured.

We will pay the Insured for the reasonable additional hotel accommodation and travelling expenses necessarily incurred by one replacement staff to travel to the place where the Insured Person has sustained serious Injury, serious sickness or dead.

Section 13 - China Hospital Deposit Guarantee Benefit

(Only applicable if mentioned in the Policy Schedule/Certificate of Insurance)

In the event of Accidental bodily Injury sustained or sickness contracted by the Insured Person during the Journey and the Insured Person is admitted into a Hospital under Hospital Network in China, the Assistance Company will, on Our behalf, guarantee to the Hospital under Hospital Network the amount of admission deposit upon presenting the China Hospital Deposit Guarantee Card (hereinafter called "China Card") by the Insured Person to the Hospital.

PROVISIONS

- (i) This benefit applies only within China and outside the Country of Residence of the Insured Person.
- (ii) The Insured Person is required to present the China Card and his/her identity card or any relevant travelling documents with his/her name and photo to the staff of Accident & Emergency Department under Hospital Network. The Assistance Company will on behalf of the Insured Person issue the deposit guarantee for hospital admission to the Hospital under Hospital Network.
- (iii) The Insured Person or his/her representative shall fully and directly settle the medical expenses including the deposit guarantee for hospital admission by the Assistance Company when the Insured Person is discharged.
- (iv) For checking the nearest Hospital under Hospital Network, the Insured Person may call 24-hour Emergency Assistance Hotline at (852) 2861 9285. The Insured Person is required to provide the information including but not limited to the name of the Insured Person, Policy Number, the contact number of the Insured Person or his/her representative, the location of the Insured Person and the brief description of the Accident/sickness and the nature of help required for verification. Upon the confirmation of the coverage, the Assistance Company will refer a Hospital under Hospital Network to the Insured Person.
- (v) While the Assistance Company will exercise its best endeavor to refer the Insured Person to the medical facilities in China. It is understood that the physicians, Hospitals and any kind of professionals to whom the Insured Person will be referred to by the Assistance Company are independent contractors responsible for their own acts and are not employees, agents or servants of the Assistance Company. Any Hospitals or physicians referred by the Assistance Company and chosen by the Insured Person shall also be acting as the principal party in giving their medical services. We and the Assistance Company will not be liable for any default in their medical services provided.
- (vi) In the event of the loss or damage of the China Card, the Insured Person shall report to Us in writing as soon as possible. A replacement card will be issued upon receiving a replacement card fee of \$50 from the Insured Person or the Insured.

DEFINITIONS

- a. "China" means the People's Republic of China excluding Hong Kong Special Administrative Region and Macau Special Administrative Region.
- b. "Hospital Network" means the network of Hospitals in China which joins the Assistance Company's hospital network scheme and accepts the China Card issued by Us and will allow the Insured Person to be admitted into the Hospitals without paying the admission deposit. A list of hospital network can be referred to Our website at www.axa-insurance.com.hk.
- c. "Country of Residence" means the Stationed Location other than China.

General Exclusions

- 1 This Policy does not cover claims:
 - A Directly or indirectly occasioned by, happening through or in consequence of:-
 - (i) any injury, illness, disease, infirmity, physical defect or condition which existed prior to the Journey.
 - (ii) the Insured Person engaging in sports or games in a professional capacity.
 - (iii) war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, riot or civil commotion assuming the proportions of or amounts to popular rising (except as specified under individual Sections), military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
 - (iv) the Insured Person's direct participation in terrorist acts.

- (v) Accidents whilst the Insured Person is engaging in racing (other than on foot), motor rallies and competitions or aviation (other than as a fare-paying passenger in a duly certified multi-engined passenger carrying aircraft flown in the course of licensed operations for the transportation of passengers by air by a properly-licensed crew).
 - (vi) wilfully self-inflicted injury or illness, insanity, the effect or influence (temporary or otherwise) of alcohol, or the use of drugs (other than drugs taken in accordance with treatment prescribed and directed by a registered medical practitioner, but not for the treatment of drug addiction), self-exposure to needless peril (except in an attempt to save human life or property).
 - (vii) nuclear fission, nuclear fusion or radioactive contamination arising from non-terrorist event, whether direct or indirect.
 - B In respect of any property more specifically insured or any claim which, but for the existence of this Policy, would be recoverable under any other Policy of insurance.
 - C Incidents which may give rise to a claim not notified directly in writing to Us within 31 days of the expiry of the individual Policy Schedule.
 - D If the Insured Person is travelling contrary to the advice of a Qualified and Registered Medical Practitioner or for the purpose of obtaining medical treatment or for migration.
 - E For venereal disease or sexually transmissible diseases including AIDS (Acquired Immune Deficiency Syndrome) and ARC (AIDS Related Complex).
 - F For pregnancy, miscarriage, childbirth and all complications thereof.
 - G In respect of any manual work engaged in; offshore activities like commercial diving, oil rigging; mining; aerial photography engaged in; handling of explosives; hitchhiking; tour guide or tour escort; during the Period of Insurance.
 - H Arising from "Black" alert for the planned destination, according to the "Outbound Travel Alert System", in existence prior to the date of booking the scheduled Journey.
 - I Any incidents/circumstances which is existing or announced or publicly known on or before the date of booking the scheduled Journey and/or before the effective date of the Policy.
- 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.

General Conditions

- 1 Compliance with Conditions
- The due observance and fulfilment of all the terms and conditions of this Policy by the Insured, Insured Person, or anyone acting on his/her behalf insofar as they relate to anything to be done or complied with by the Insured, Insured Person, or anyone acting on his/her behalf shall be a condition precedent to any liability of Us to make any payment under this Policy.
- 2 Reasonable Care
- The Insured or Insured Person shall act in a prudent manner and exercise reasonable care and prevent Accidents, Injury, illness, loss or damage.
- 3 Fraud
- If any claim shall be fraudulent or intentionally exaggerated or if any false declaration or statement shall be made, then this Policy shall be void and no claim shall be payable.
- 4 Claim
- In the event of a claim, the Insured or Insured Person should:-
- (a) advise Us in writing as soon as possible but always subject to 1C under General Exclusions.
 - (b) provide all documents, information and evidence as may be required by Us at the expense of the Insured, Insured Person or his/her legal representatives.
 - (c) in the case of loss of or damage to baggage whilst in the custody of carriers or loss of baggage or money, obtain a report from the carrier, the police or other proper authority and provide a copy when claiming to Us.
 - (d) in the event of travel delay, obtain written confirmation from the Public Common Carrier for the reason and duration of the delay.
 - (e) in the event of loss of money, loss must be reported to the police within 24 hours of discovery and a report obtained.
 - (f) not to admit liability or to give any representations or other undertakings binding upon the Insured or the Insured Person except with Our written consent.
 - (g) render his/her full co-operation during the course of investigation or assessment of the claim.

5 Company's Rights after a Claim

We shall be entitled to conduct, in the name of and on behalf of the Insured or Insured Person, the defence or settlement of any legal action and take proceedings at their own expenses and for their own benefit but in the name of the Insured or Insured Person to recover compensation from any third party in respect of anything covered by this Policy and to instruct solicitors of their own choice of this purpose.

In the event of the death of the Insured Person, We shall have the right to have a post mortem at its own expense.

6 Arbitration

If any difference shall arise as to be 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 in accordance with the statutory provisions for the time being in force in Hong Kong.

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 Us.

7 Payment of Claims

Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the Insured or the Insured Person. Any other accrued indemnities unpaid at the Insured or the Insured Person's death may, at Our option, be paid either to such beneficiary or to such estate. All other indemnities will be payable to the Insured Person.

Payment to the designated beneficiary or, if none or if such beneficiary cannot be found after reasonable enquiry, to the Insured or the Insured Person's executives or personal representatives shall discharge Our all further liability hereunder and We shall in no circumstances be liable to see to the application or distribution of any amount so paid pursuant to this Policy.

Payment of the claims will be based on the exchange rate prevailing at the date of loss.

- 8 This policy shall be governed and construed in accordance with the laws of Hong Kong and any dispute or difference that arises under this Policy shall be settled in accordance with the laws of Hong Kong.

9 (a) Cancellation

We may cancel this Policy by sending 30 days notice by registered letter to the Insured at his/her last known address and, in such event, the Insured shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired portion of the Period of Insurance.

The Insured may also cancel the Policy by sending 30 days written notice to Us. We shall then refund the unexpired portion of premium of the Period of Insurance to the Insured subject to a minimum premium of 50% of the annual premium paid.

(b) Renewal

Before renewal of this Policy, the Insured must give notice to Us of any sickness or physical defect or infirmity of which the Insured has become aware of during the preceding Period of Insurance.

10 Age limit

- (a) Insured Person must be within the age limit as specified in the Policy Schedule/Certificate of Insurance. All benefits would be payable according to the age of the Insured Person on the commencement date of the Period of Insurance.

- (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 the Insured if there is any additional premium required by Us).

- 11 The total amount payable under each section shall not exceed the maximum limit as stated in the Policy Schedule/Certificate of Insurance respectively.

- 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.

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.