

# Policy

## Employees' Compensation

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

Welcome to your AXA General Insurance Hong Kong Limited Employees' Compensation Insurance Policy.

Your Policy consists of  
 the proposal form  
 the Policy wording in this jacket  
 the Schedule

Your Schedule shows  
 details of your cover  
 the period of insurance  
 the sums insured/monetary limits  
 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, illness or loss happening during the period of insurance, provide insurance as described in the following pages.

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 agent or broker or AXA General Insurance Hong Kong Limited.

#### Insuring Clause

Whereas The Insured carrying on The Business by a Proposal and Declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to AXA General Insurance Hong Kong Limited (hereinafter called "The Company") for the insurance herein contained and has paid or agreed to pay the Premium specified herein as consideration for such insurance

Now this Policy witnesseth that if any Employee in The Insured's immediate employ as specified in the Schedule shall sustain bodily injury or death by Accident occurring or Disease contracted during the period of insurance within the geographical area and arising out of and in the course of his employment by The Insured in The Business

The Company will subject to Policy Limit of Indemnity and to the terms exceptions and conditions contained in or endorsed on this Policy (all of which are hereinafter collectively referred to as "the Terms of this Policy") indemnify The Insured against his legal liability in respect of such bodily injury or death under The Ordinance and independently of The Ordinance to pay compensation and damages and claimant's costs and expenses and also indemnify The Insured against costs and expenses incurred by or on behalf of The Insured with The Company's written consent in connection therewith Provided that in the event of any change to The Ordinance during or subsequent to the period of insurance altering the legal liability of The Insured under The Ordinance the liability of The Company under this Policy shall be limited to such sums as The Company would have been liable to pay if The Ordinance had remained unaltered

Further provided that:

- the due observance and fulfilment of the terms of this Policy in so far as they relate to anything to be done or not to be done or to be complied with by The Insured; and
- the truth of the statements and answers in The Proposal and Declaration and the Estimated Earnings Declaration and the Actual Earnings Declaration

shall be conditions precedent to any liability of The Company to make payment or to provide indemnity under this Policy.

The Company will also in the event of the death of The Insured indemnify The Insured's legal personal representatives in the Terms of this Policy in respect of liability incurred by The Insured provided that such legal personal

representatives shall as though they were The Insured observe fulfill and be subject to the Terms of this Policy in as far as they can apply.

#### Definitions

For the purposes of this Policy:

- "**Accident**" means an accident or a series of accidents arising out of one event.
- "**The Business**" means the usual work and activities carried on by The Insured pertaining to his business as specified in the Schedule and no others.
- "**The Company**" means AXA General Insurance Hong Kong Limited.
- "**The Company's Indemnity**" means indemnity provided under this Policy including costs and expenses incurred by or on behalf of the Insured with the Company's written consent.
- "**Disease**" means a disease contracted by an Employee of The Insured as a result of his exposure to the nature of his employment with The Insured. Such exposure may extend over a period of time and part of which period may fall outside the period of insurance under this Policy.
- "**Earnings**" means all gross wages, salaries, remunerations, commissions, bonuses, overtime, termination payments, allowances and the like directors' fees or other benefits whether at piecework rates or otherwise and whether paid in cash or in kind by The Insured to his Employees.
- "**Employee**" has the same meaning as assigned to that expression in The Ordinance.
- "**The Insured**" means only the person or persons specified as such in the Schedule and no others.
- "**Noise-Induced Deafness**" has the same meaning as assigned to that expression in the Occupational Deafness (Compensation) Ordinance (Chapter 469 of the laws of Hong Kong).
- "**The Ordinance**" means the Employees' Compensation Ordinance (Chapter 282 of the laws of Hong Kong).
- "**Pneumoconiosis**" and "**Mesothelioma**" have the same meaning as assigned to those expressions in the Pneumoconiosis and Mesothelioma (Compensation) Ordinance (Chapter 360 of the laws of Hong Kong).
- "**The Policy**" means this Employees' Compensation Insurance Policy the Schedule and any memoranda and endorsements contained herein or endorsed hereon which shall be read together as one document and any word or expression to which a specific meaning has been assigned shall bear such meaning throughout.
- "**The Proposal and Declaration**" means any signed proposal form and declaration and any information supplied by or on behalf of The Insured in addition thereto or in substitution therefor.

Unless the context otherwise requires, words and expressions importing the masculine gender also include the feminine and neuter genders and words and expressions in the singular include the plural and words and expressions in the plural include the singular.

#### Policy Limit of Indemnity

- In respect of any Accident or Disease giving rise to a claim or claims against The Insured for which indemnity is provided under this Policy The Company's Indemnity to The Insured shall in the aggregate be limited to the amount specified in the Schedule as "Policy Limit of Indemnity" irrespective of the number of Employees who may sustain bodily injury or death consequent on or attributable to the same occurrence of Accident or Disease.

- (b) In relation to any liability of The Insured in respect of a Disease contracted by an Employee due to the nature of his employment with The Insured which nature of employment applies during a period that extends over more than one policy period of insurance:
- i. the aggregate of The Company's Indemnity to The Insured under all insurance policies shall not exceed the limit of indemnity of the insurance policy that was in force at the time the nature of the Employee's employment to which such Disease was due first affected the Employee; and
  - ii. subject to the limitation of paragraph (b)(i) hereof, The Company's Indemnity to The Insured under this Policy shall be limited to such proportion of The Insured's liability in respect of such Disease as that part of the Employee's period of employment falling within the period of insurance of this Policy bears to the total period of his employment to the nature of which such Disease was due.
- (c) If the occurrence of any Accident or Disease results in indemnity hereunder to more than one Insured, the limitations of The Company's liability specified in paragraphs (a) and (b) hereof shall apply to the aggregate of indemnity to all Insureds.
- (d) At any time after the occurrence of any Accident or Disease giving rise to a claim or claims against The Insured for which indemnity is provided under this Policy The Company may pay to The Insured the full amount of The Company's liability specified in paragraph (a) or (b) hereof (after the deduction of any sums already paid) or any lesser amount for which such claim or claims can be settled and shall relinquish the conduct of any defence settlement or proceedings relating to such claim or claims and shall not thereafter be responsible for any compensation damages or costs in respect thereof or for any costs or expenses whatsoever incurred by The Insured after The Company shall have relinquished such conduct or for any loss damage or expenses caused to The Insured in consequence of any act or omission of The Company in connection therewith or of The Company relinquishing such conduct.
- (e) If there should be any shortfall in the actual Earnings declared in accordance with paragraph (b) of INSURANCE PREMIUM of this Policy from the respective actual Earnings, the extent of the Company's Indemnity shall be reduced proportionately by the extent of under-insurance; and the balance shall be borne by the Insured himself. If no declaration of the actual Earnings by the Insured is received by the Company as prescribed, for the purpose of this clause the Earnings estimated by the Insured as at the commencement of the period of insurance shall be used in lieu of the actual Earnings that should have been declared to determine the extent of the under-insurance if any.

## Jurisdiction Clause

The Company shall not be liable under this Policy in respect of judgements against The Insured which are not in the first instance delivered by or obtained from a court of competent jurisdiction of Hong Kong.

## Exceptions

- 1 The Company shall not be liable under this Policy in respect of:
  - (a) The Insured's liability to employees of contractors to The Insured;
  - (b) any liability of The Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
  - (c) any sum which The Insured would have been entitled to recover from any party but for an agreement between The Insured and such party;
  - (d) any liability arising from Pneumoconiosis or Mesothelioma or Noise-Induced Deafness;
  - (e) The Insured's liability to any person who is not an Employee of The Insured within the meaning of The Ordinance;
  - (f) any late payment surcharge fines penalties or punitive aggravated or exemplary damages for which The Insured may become liable under The Ordinance or independently of The Ordinance;
  - (g) any injury by Accident or Disease attributable to war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war mutiny rebellion revolution insurrection or military or usurped power;
  - (h) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
    - i. nuclear weapons material;
    - ii. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this Exception combustion shall include any self-sustaining process of nuclear fission;
  - (i) any injury by Accident or Disease where The Company has not been given sufficient notice of the institution of proceedings in a court or tribunal to enable The Company to be added as a party to the proceedings.
  - (j) the Insured's liability to any employee who has not been specified in the Schedule.

## 2 Total Asbestos Exclusion Clause

This Policy shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

## 3 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 restrictions under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.

## Terrorism Endorsement

Notwithstanding any provision to the contrary in this Policy or any endorsement thereto it is hereby agreed that in respect of any bodily injury or death by accident or disease ("the loss") directly or indirectly caused by, resulting from or in connection with any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- (a) the Policy limit of indemnity shall be such amount which the Company actually receives from the Government of the Hong Kong Special Administrative Region of the People's Republic of China ("the Government") pursuant to an agreement for provision of facility dated 11th January 2002 between the government and the Company under which the government agreed to make available to the Company and other direct insurance companies authorized to underwrite employees' compensation insurance business in Hong Kong a facility to enable them to meet claims under employees' compensation insurance policies in respect of death and injury arising out of an event of terrorism ("the facility agreement");
- (b) the Company will only be required to make payment after it has received from the government (i) an approval letter confirming that the Company should settle the claim and (ii) payment under the facility agreement; and
- (c) for the avoidance of doubt, the Company shall have no obligation to make payment if for whatever reason it does not receive payment from the government under the facility agreement, whether or not due to the government's contention that the loss does not fall within the scope of the facility agreement or the loss does fall within the exceptions or any other conditions leading to no payment for the loss of the facility agreement, or the facility agreement ceases in the event that the remaining balance under the facility is exhausted or the termination of the facility agreement by the government.

For the purpose of the above an act of terrorism means the use of force or violence or other means or the threat thereof, of any person or persons, whether acting alone or on behalf of or in connection with any organization or government, for political, religious, or ideological purposes with an intention to influence any government and/or to put the public, or any section of the public, in fear.

If the Company alleges that the loss falls within the scope of this endorsement, the burden of proving the contrary shall be upon the insured.

In the event any part of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Words and phrases in this endorsement shall have the same meaning as in the Policy.

## Avoidance of Certain Terms and Right of Recovery

If The Company is obliged by The Ordinance to pay an amount for which The Company would not otherwise be liable under this Policy The Insured shall forthwith repay such amount to The Company.

## Insurance Premium

- (a) Prior to the commencement of the period of insurance, The Insured shall supply The Company with a declaration estimating the Earnings of the Employees to be covered by this Policy (whose particulars have now been specified in the Schedule) during the period of insurance (which declaration is referred to herein as "the Estimated Earnings Declaration") on the basis of which a deposit premium becomes payable to The Company.
- (b) The Insured shall within ninety (90) days after the expiry of the period of insurance or upon cancellation of The Policy supply The Company with a completed Premium Adjustment and Declaration of Earnings Form stating the actual Earnings of Employees covered by this Policy (whose particulars have now been specified in the Schedule) and provide the relevant supporting documents during the period of insurance (which declaration is referred to herein as "the Actual Earnings Declaration"). If the actual Earnings shall differ from the estimated Earnings the difference in premium shall be met by a further proportionate adjustment premium

to be paid to The Company or by a premium refund to The Insured as the case may be.

- (c) It is hereby declared that the Premium payable by The Insured in consideration of the indemnity provided under this Policy is the sum of the deposit premium and the adjustment premium calculated pursuant to paragraphs (a) and (b) hereof.
- (d) The name, Hong Kong Identity Card number, class of employment and Earnings of every Employee of The Insured covered by this Policy (whose particulars have now been specified in the Schedule) from time to time during the period of insurance shall be properly recorded by The Insured and retained in a safe place so that a record exists of all Employees covered by this Policy and The Insured shall at all reasonable times allow The Company to inspect and obtain copies of such records.
- (e) If the Insured fails to cooperate with the Company in submitting the completed Premium Adjustment and Declaration of Earnings Form, without prejudice to any other rights of the Company, the Company shall retain the discretion not to renew this insurance upon expiry of the Policy.

### Claims Settlement Conditions

- (a) **Claims Notification Demands etc.** In the event of any occurrence which may give rise to a claim under this Policy The Insured shall immediately give notice thereof in writing to The Company with full particulars.

The Insured shall also give The Company notice in writing immediately The Insured becomes aware of any intention to prosecute The Insured any impending prosecution inquest or fatal inquiry in connection with any occurrence which may give rise to a claim under this Policy. Every letter claim writ summons and process shall be forwarded to The Company immediately on receipt.

- (b) **Claims Control by The Company.** The Company shall be entitled upon notice to The Insured to take over and conduct in The Insured's name the defence or settlement of any claim demand or proceedings against The Insured. In that event:

- i. The Insured shall provide all such information and assistance including the latest Earnings of all Employees duly certified as being correct by an independent auditor and forward all such documents and other records to The Company for the conduct of such claim demand or proceedings as The Company in its discretion may from time to time require; and
- ii. The Insured shall not without the written consent of The Company incur any expenditure in connection with any such claim demand or proceedings or make any payment admission offer or enter into any settlement whatsoever.

- (c) **Claims Payments by The Insured.** Where The Insured pays all or any part of a claim for which he is liable and for which indemnity is provided by this Policy The Insured shall obtain duly witnessed signed receipts for such payments and shall retain in a safe place all such signed receipts and records and documents relating to such payments and The Insured shall at all reasonable times allow The Company to inspect and obtain copies of such records and documents.

- (d) **Other Insurance.** If at the time a claim is made by The Insured under this Policy there is any other insurance covering the same liability The Company shall not be liable to pay or contribute more than its ratable proportion of any such claim and costs and expenses in connection therewith.

- (e) **Waiver of Claims.** The Insured shall not become a party to any agreement the effect of which is that The Insured waives any claim which The Insured would otherwise have against any person in respect of or arising out of any occurrence resulting in liability on the part of The Insured for which indemnity is provided by this Policy or whereby any such claim is limited or qualified in any way.

- (f) **Subrogation.** The Company shall be entitled at its sole discretion to prosecute in the name of The Insured any claim for damages costs indemnity contribution or otherwise against any person who may be liable to The Insured in respect of any liability on the part of The Insured for which indemnity is provided by this Policy and shall have full discretion in the conduct of any such proceedings and in the settlement of any such claim. The Insured shall give all such information and assistance as The Company may from time to time require and execute any necessary documents for the purpose of vesting such rights in The Company. Any moneys recovered pursuant to the exercise of such rights shall be applied firstly for the benefit of The Company to the extent of the amount paid by The Company in respect of any claim including any costs and expenses paid or incurred by The Company and costs and expenses incurred in prosecuting such recovery action.

### General Conditions

- (a) **Notices.** Every notice or communication to be given or made under this Policy shall be delivered in writing to The Company and in the case of notice or communication to The Insured to his address specified in the Schedule.

- (b) **Precautions.** The Insured shall take all reasonable precautions to prevent Accidents and Diseases and shall comply with all relevant statutory requirements and obligations including but not limited to the provisions of the Factories and Industrial Undertakings Ordinance (Chapter 59 of the laws of Hong Kong) and any Regulations Rules or Notices issued made or promulgated thereunder.

- (c) **Changes in Risk.** The Insured shall immediately notify The Company in writing of any material change in the risk insured hereunder made by The Insured or any other person during the period of insurance including but not limited to:

- i. any merger with or acquisition of another company or business;
- ii. The Insured or any subsidiary or holding company of The Insured being placed in voluntary liquidation receivership or liquidation or entering into a composition with its creditors or being unable to pay its debts from its own resources; or
- iii. any material change in the nature of The Business.

- (d) **Right of Inspection.** The Company shall have the right and opportunity at all reasonable times to inspect the works machinery plant and appliances used in The Business.

- (e) **Assignment.** No assignment of interest under this Policy shall bind The Company unless the written consent of The Company is first obtained and endorsed hereon.

- (f) **Cancellation.** This Policy may be cancelled by The Company or The Insured by written notice of cancellation from one party to the other. Cancellation shall take effect seven (7) days after the date of posting the notice of cancellation and in such event the Premium shall be adjusted in accordance with the provisions of "Insurance Premium".

- (g) **Arbitration.** All differences arising out of this Policy shall be determined by arbitration in accordance with the Arbitration Ordinance as amended from time to time. If the parties fail to agree upon the choice of the arbitrator, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If The Company shall disclaim liability to The Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

- (h) **Governing Law.** This Policy is subject to the exclusive jurisdiction of Hong Kong and is to be construed according to the laws of Hong Kong.

- (i) **Contracts (Rights of Third Parties) Ordinance.** 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.

- (j) This Policy is subject to a minimum premium of \$1,000.

- (k) Without prejudice to the scope of cover as defined in the INSURING CLAUSE and the Schedule, the Insured shall immediately notify the Company in writing of any material change in the number of the Insured's Employees.

### How to Make a Claim

- 1 In the event of any occurrence which may give rise to a claim under this Policy The Insured shall as soon as possible give notice thereof to The Company with full particulars. Every letter claim writ summons and process shall be notified or forwarded to The Company immediately on receipt Notice shall also be given to The Company immediately The Insured shall have knowledge of any impending prosecution inquest or fatal inquiry in connection with any such occurrence.
- 2 No admission offer promise or payment shall be made by or on behalf of The Insured without the written consent of The Company which shall be entitled if it so desires to take over and conduct in his name the defence or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and The Insured shall give all such information and assistance as The Company may require.

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

Should you have any query or need further advice, please call us on 2523 3061.

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.