

Policy

Golfer's Insurance

Policy coverage attaching to and forming part of Policy of Insurance

Welcome to your AXA General Insurance Hong Kong Limited Golfer's Insurance Policy.

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

Your Policy 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 Policy Schedule we will, in the event of accident, injury or loss happening during the period of insurance anywhere in the world, provide insurance as described in the following pages for those Sections you have chosen.

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

If you require more cover or different cover, please consult your insurance advisor or AXA General Insurance Hong Kong Limited.

Definitions

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

Accident	As referred to in the definition of injury means a sudden unforeseen and fortuitous event.
Golfing equipment	Golf clubs, bags, balls, caddie cars and umbrellas.
Hong Kong	The territorial limits of Hong Kong.
Injury	Bodily injury resulting solely, directly and independently of all other causes from an accident caused by external violent and visible means.
Insured's family	Insured and his/her immediate family members including spouse and unmarried child/children normally residing with him/her.
Loss of limb	The loss by physical separation at, or above, the wrist or ankle joint, or the total and permanent loss of all use of an entire hand, arm, foot or leg.
Loss of sight/eye	The total and irrecoverable loss of all sight of an eye rendering the Insured absolutely blind in that eye beyond remedy by surgical or other treatment.
Money	Cash, cheques, travel tickets, gift tokens, trading stamps, all held for social and domestic purposes.
Permanent	Having lasted for 12 consecutive months and, at the expiry of that period, being beyond hope of improvement.

Total disablement The inability of the Insured to engage in, or attend, any business or occupation as specified in the Policy Schedule.

Valuables Jewellery, articles of gold silver or other precious metals, watches, cameras and binoculars, furs, cash, money, credit cards and cheques.

**We/Us/The Insurer/
The Company** AXA General Insurance Hong Kong Limited.

You/Your/The Insured The person (not being a professional golfer) named as the policyholder or Insured in the Policy Schedule. Provided that the policyholder is between 18 and 65 years of age.

Conditions

You must comply with the following Conditions to have the full protection of your Policy. If you do not comply with them we may cancel the Policy or refuse to entertain your claim.

1 Precautions

You must

- take all reasonable precautions to prevent accidents and disease
- comply with all statutory obligations

2 Claims

If any accident, injury, loss or liability happens which may give rise to a claim,

you must

- give written notification to us as soon as reasonably possible
- send to us immediately any writ or summons and as soon as possible any letter, claim, or other document
- notify us immediately of any impending prosecution, inquest or fatal inquiry
- at your expense, or at the expense of any person representing you, provide us with certificates, information and other documents as we may reasonably require

you must NOT

- admit or deny any claim made by someone else against you or make any agreement with them

We have the right to negotiate, settle or defend any such claim in your name and on your behalf. We can also use any legal right of recovery you have.

We are entitled to request

- an examination by a medical referee appointed by us for a non-fatal injury
- a post-mortem examination in the event of death

AXA General Insurance Hong Kong Limited

5/F, AXA Southside, 38 Wong Chuk Hang Road, Wong Chuk Hang, Hong Kong
 Tel: (852) 2523 3061 Fax: (852) 2810 0706
 Email: axagi@axa.com.hk Website: www.axa.com.hk

3 Cancellation

We may cancel the Policy by sending 7 days notice by registered letter to you at your last known address. We will return a proportionate part of the premium providing no claims have been made.

You may also cancel the Policy at any time by sending 7 days written notice. If there has been no claim during the current period we will return a proportionate part of the premium.

4 Our Right to Recovery

If we are obliged by legislation to pay an amount for which we would not otherwise be liable, you must repay such amount to us.

5 Fraud

If you or anyone acting for you makes a claim under the Policy knowing the claim to be false or fraudulently inflated we will not pay the claim and all cover under the Policy will be forfeited.

6 Arbitration

If we admit liability for a claim but there is a dispute as to the amount to be paid, the dispute will be referred to an arbitrator in Hong Kong. The arbitrator will be appointed jointly by you and us in accordance with the law at the time.

If a single arbitrator cannot be agreed upon, two arbitrators will be appointed, one by you and one by us. If the two arbitrators are unable to agree, they will appoint an umpire who will preside at their meetings.

You may not take legal action against us over the dispute before the arbitrator has reached a decision.

7 Other Insurance(s) (not applicable to Section 2 and 6 Benefit B)

If any accident, injury, loss or liability insured by this Policy is covered by any other insurance we will only pay our rateable proportion.

8 Renewal

We are not obliged to accept any renewal premium or to send you notice of any renewal premium becoming due.

9 Notification of Changes

You must notify us as soon as possible in writing of any change which may affect this insurance.

10 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.

11 This Policy is subject to a minimum premium of \$500.

General Exclusions

(A) We will not pay for

- 1 Any loss, or damage, or liability, occasioned by, or happening through, confiscation or detention by customs or other officials or authorities.
- 2 Any accident, injury, disease, loss or liability occasioned by, or happening through, war, invasion act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion.
- 3 Any loss, damage, or liability, occasioned by, or happening through, acts of terrorism committed by any person, or persons, acting on behalf of, or in connection with, any organisation.
- 4 Any loss or damage to any property, or any loss or expense, or any consequential loss, or any legal liability (except as covered under Section 1 and 6 Benefit E), directly or indirectly caused by, or contributed to, or arising from
 - (i) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component

(B) War and Civil War Exclusion Clause

This insurance does not cover any liability assumed by the Insured for loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, 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, or any act of any person or persons acting on behalf of or in connection with any organisation the objects of which are to include the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means.

(C) Terrorism Exclusion Endorsement

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

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

(D) Electronic Data Endorsement B (IT / Cyber Risk Clarification Clause) (NMA 2915) (applicable to Section 1, 3 to 5 only)

i) Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

- a) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to "Trojan Horses", "worms" and "time or logic bombs".

- b) However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils : Fire
Explosion

ii) Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Insured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

(E) 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.

Section 1 – Public Liability

COVER

Any amount that you become legally liable to pay under the legislation as damages for

- accidental bodily injury (including death or disease) to any person
- accidental loss of or damage to property

caused by you whilst playing or practising golf on any golf course or recognised driving range.

We will not pay more than the total amount shown in the Policy Schedule for damages payable for any claim or claims arising from any one event.

We will also, within the limit of liability, pay legal costs and expenses recoverable by any claimant and all costs and expenses agreed by us in writing.

EXCLUDING

- 1 Liability in respect of injury to you, a member of your family normally residing with you, or any person under a contract of service with you, other than caddies and arising out of, and in the course of, such person's employment by you.
- 2 Liability in respect of loss or damage to property belonging to, or under the control of, you, a member of your family, or any person under a contract of service with you, other than caddies and arising out of, and in the course of, such person's employment by you.
- 3 Liability arising directly or indirectly from any judgement which is not at first delivered by, or obtained from, a Court of competent jurisdiction in Hong Kong.
- 4 Liability arising directly or indirectly from a judgement or order obtained in Hong Kong for the enforcement of a judgement obtained elsewhere.

Section 2 – Personal Accident

COVER

In the event of bodily injury on any recognised golf course caused solely and directly by accidental, violent, external and visible means being sustained by an Insured person during the period of insurance the following benefits will be paid

- Death by Accident 100%
- Loss of one or more limbs or one or both eyes 100%
- Permanent Total Disablement from any occupation 100%

In respect of Insured persons who are aged 18 or below at the time of injury, the death and disablement benefit will be limited to 20% of that of the Insured person.

We will not pay more than the total amount shown in the Policy Schedule for Personal Accident, during any one year.

Payment will be made to the deceased's beneficiary.

SPECIAL CONDITIONS

You must notify us in writing as soon as reasonably possible and always within three months of any accident likely to give rise to a claim.

We are entitled to request

- 1 an examination by a medical referee appointed by us for a non-fatal injury
- 2 a post-mortem examination in the event of death

EXCLUDING

- 1 Death, injury, charges, cost, or expense caused
 - by suicide or attempted suicide, intentional self-injury, wilful exposure to danger (other than in an attempt to save human life), or the committing of any criminal act
 - by pre-existing physical or mental defect, illness, or infirmity
 - by the effect or influence of alcohol or drugs, unless the drug is taken in accordance with an authorised medical prescription
 - directly or indirectly by Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations however caused
 - by sexually transmitted disease, pregnancy, miscarriage, or childbirth or complications arising from any of them
- 2 Death, injury, charges, cost, or expense caused by taking part in
 - mountaineering or rock climbing using ropes or guides
 - underwater activities necessitating the use of underwater breathing apparatus
 - parachuting
 - pot-holing
 - racing (other than on foot or while swimming)
 - bungee jumping
 - professional sports
 - winter sports
 - motor cycling
- 3 Death or injury outside golf course.
- 4 Death or injury arising out of and in the cause of employment activities.
- 5 Death or injury to anyone over 65 years of age, unless shown otherwise in the Policy Schedule.
- 6 Disappearance of the Insured person.

Section 3 – Golfing Equipment

COVER

Loss of or damage to golfing equipment whilst in direct transit to, or from the Insured's residence, or whilst at, any recognised golf club or driving range, up to the maximum amount shown in the Policy Schedule.

We will not pay more than the total amount shown in the Policy Schedule for Golfing equipment in any one period of insurance.

EXCLUDING

- 1 Loss or damage caused by theft from any unattended vehicle.
- 2 Loss or damage caused by, or resulting from, wear and tear or deterioration.
- 3 Loss of golf balls unless contained in the bag at the time of loss.
- 4 Clothing.
- 5 Damage to golf balls in play.

Section 4 – Personal Effects

COVER

We will pay for loss of, or damage to, personal belongings and clothing owned by the Insured whilst at any recognised golf club or driving range clubhouse, up to the maximum amount shown in the Policy Schedule.

We will not pay more than the total amount shown in the Policy Schedule for personal effects in any one period of insurance.

EXCLUDING

Loss or damage to valuables, money, credit cards, documents or securities of any kind.

Section 5 – Hole-in-One

COVER

We will pay you up to the amount shown on Policy Schedule for the cost of hospitality in a golf club resulting from your achieving a Hole-in-One, provided that you produce a signed statement from a witness in accordance with the practice of the club whereon the game was being played and a certificate for the same is provided by the golf club.

We will not pay more than the amount shown in the Policy Schedule for Hole-in-One in any one occurrence.

Section 6 – Optional Annual Travel Insurance Plan

This insurance is only valid for travel originating from Hong Kong.

Cover is provided up to 60 days for each trip, regardless of the number of trips that are made within the Policy period.

In respect of the following Benefits, insurance commences when the Insured person leaves his/her place of residence or business in Hong Kong (whichever is the later) to commence the journey until the time of return to his/her place of residence or business in Hong Kong (whichever is the earlier) on completion of the journey. In any event not to commence more than 24 hours prior to booked departure time or cease more than 24 hours after booked return to Hong Kong, or arrival at final destination.

EXCLUDING

- 1 Directly or indirectly occasioned by, happening through or in consequence of
 - (a) pre-existing conditions
 - (b) winter sports
 - (c) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation of nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority or riot or civil commotion (except as defined under Section 6 Benefit A)

(d) accidents whilst engaged in racing (other than on foot), motor rallies and competitions, mountaineering (reasonably requiring the use of ropes or guides), ski-jumping, use of bob-sleighs, hanggliding, gliding, parachuting, pot-holing, bungee jumping, rugby, underwater activities requiring the use of artificial breathing apparatus or aviation (other than as a fare-paying passengers 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), and any other hazardous activities or activities engaging in sports or games in a professional capacity

(e) 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)

(f) nuclear fission, nuclear fusion or radioactive contamination

- 2 In respect of any property more specifically insured or any claim which but for the existence of this insurance would be recoverable under any other insurance.
- 3 Incidents which may give rise to a claim not notified directly in writing to the Insurer within 31 days of the expiry of this insurance.
- 4 If the Insured person is travelling contrary to the advice of a medical practitioner or for the purpose of obtaining medical treatment or for migration.
- 5 Venereal disease or sexually transmissible diseases including AIDS (Acquired Immune Deficiency Syndrome) and ARC (AIDS Related Complex).
- 6 Pregnancy, miscarriage, childbirth and all complications thereof.
- 7 Persons having reached the age of 66 on the date of departure.

BENEFIT A - MEDICAL EXPENSES

- 1 Medical, hospital, treatment expenses (including cost of emergency dental treatment as a result of accident only), emergency transportation to a registered medical institution, evacuation and repatriation expenses to Hong Kong under medical recommendation, additional accommodation and travelling expenses (including such additional expenses of a relative or friend required on medical advice to travel or remain behind with the Insured person), necessarily incurred outside Hong Kong, within 12 months of the date of incident giving rise to the claim as a direct result of accidental bodily injury sustained by or sickness of the Insured person occurring during the period of insurance.
- 2 Reasonable additional accommodation and travelling expenses (confined to economy class) incurred to return dependent children back to the Insured's place of residence in Hong Kong who are left unattended as a result of the Insured person's hospitalisation.
- 3 Reasonable repatriation 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 back to Hong Kong up to a limit of \$20,000.
- 4 Reasonable additional hotel and travel costs to Hong Kong, necessarily and unavoidably incurred as a result of (a) death, injury or illness of the Insured person's spouse, parent, parent-in-law, child, brother, sister, fiancée, grandparent, resident in Hong Kong or (b) hi-jack, or riot or civil commotion which first occurs during the period of insurance.

The necessary medical, hospital and treatment expenses (including the cost of a private ambulance or professional home-nursing fees) reasonably incurred by the Insured person in Hong Kong within three months after the Insured person's return from abroad such expenses having resulted from an accident or illness abroad which occurred during the period of insurance up to a maximum of \$20,000 for each Insured person.

We will not pay more than the total amount shown in the Policy Schedule for Medical expenses, during any one year.

Excluding

- 1 Treatment or aid obtained in Hong Kong (except as specifically provided for in Section 6 Benefit A).
- 2 Surgery or medical treatment which in the opinion of the medical practitioner treating the Insured person can be reasonably delayed until the Insured person's return to Hong Kong.
- 3 The additional cost of single or private room accommodation at a hospital, clinic or nursing home, except where the medical practitioner treating the Insured person deems it necessary for the Insured person to occupy such accommodation.
- 4 Medical consultation or treatment unless received from local legally registered medical practitioner.

BENEFIT B - PERSONAL ACCIDENT

In the event of bodily injury off the golf course caused solely and directly by accidental, violent, external and visible means being sustained by an Insured person during the period of insurance the following benefits will be paid

- Death by Accident 100%
- Loss of one or more limbs or one or both eyes 100%
- Permanent Total Disablement from any occupation 100%

In respect of Insured persons who are aged 18 or below at the time of injury, the death and disablement benefit will be limited to 20% of that of the Insured person.

We will not pay more than the total amount shown in the Policy Schedule for Personal Accident, during any one year.

Payment will be made to the deceased's beneficiary.

Special conditions

You must notify us in writing as soon as reasonably possible and always within three months of any accident likely to give rise to a claim.

We are entitled to request

- 1 an examination by a medical referee appointed by us for a non-fatal injury
- 2 a post-mortem examination in the event of death

Excluding

- 1 Death, injury, charges, cost, or expense caused
 - by suicide or attempted suicide, intentional self-injury, wilful exposure to danger (other than in an attempt to save human life), or the committing of any criminal act
 - by pre-existing physical or mental defect, illness, or infirmity
 - by the effect or influence of alcohol or drugs, unless the drug is taken in accordance with an authorised medical prescription
 - directly or indirectly by Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations however caused
 - by sexually transmitted disease, pregnancy, miscarriage, or childbirth or complications arising from any of them
- 2 Death, injury, charges, cost, or expense arising from
 - air travel except as a passenger in a fully licensed, scheduled, passenger carrying aircraft
 - regular or temporary, military or police duties
- 3 Death, injury, charges, cost, or expense caused by taking part in
 - mountaineering or rock climbing using ropes or guides
 - underwater activities necessitating the use of underwater breathing apparatus
 - parachuting
 - pot-holing
 - racing (other than on foot or while swimming)
 - bungee jumping
 - professional sports
 - winter sports
 - motor cycling

- 4 Death or injury inside golf course.
- 5 Death or injury arising out of and in the cause of employment activities.
- 6 Death or injury to anyone over 65 years of age, unless shown otherwise in the Policy Schedule.
- 7 Disappearance of the Insured person.

BENEFIT C - BAGGAGE AND PERSONAL EFFECTS

Loss of or damage off the golf course to baggage taken, sent in advance or purchased on the trip (including clothing and personal effects worn or carried on the person, in trunks or suitcases and the like), occurring during the period of insurance and owned by the Insured person.

In the event that the Insured person purchases a comparable replacement for the lost article, insurer will pay the replacement cost providing the lost article was not more than two years old at the date of loss. If the Insured person cannot prove the age of the lost article or if the article is more than two years old or if the article is not replaced, Insurer will deal with 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 dealt with under this Policy as if the article had been lost.

Insurer shall not be liable for more than \$2,500 in respect of any one article or pair or set of articles.

An Insured person cannot claim under both Section 6 Benefit C and D for the same loss.

We will not pay more than the total amount shown in the Policy Schedule for Baggage and Personal Effects, during any one year.

Excluding

- 1 Loss or damage arising from delay or confiscation or detention by customs or other official.
- 2 Loss or damage to valuables, money, credit cards, stamps, documents, contract or corneal lenses or damage to fragile articles.
- 3 Business goods or samples.
- 4 Normal wear and tear, gradual deterioration or mechanical or electrical breakdown or derangement.
- 5 The first \$200 of each and every claim each Insured person.
- 6 Loss or damage whilst in the custody of an airline or other carrier, unless reported immediately on discovery and in the case of an airline a Property Irregularity Report obtained.
- 7 Loss not reported to the police within 24 hours and a report obtained.
- 8 Loss of or damage to banknotes, treasury bills, securities, currency notes or any other form of negotiable document.
- 9 Replacement cost of driving licence and credit cards.

BENEFIT D - DELAYED BAGGAGE

Insurer will pay up to \$500 for emergency purchases of essential items or clothing or requisites consequent upon temporary deprivation of baggage for at least 12 hours from time of arrival at destination abroad due to mishandling by the airlines or hijack.

An Insured person cannot claim under both Section 6 Benefit C and D for the same loss.

We will not pay more than the total amount shown in the Policy Schedule for Delayed Baggage, during any one occurrence.

BENEFIT E - PERSONAL LIABILITY

To indemnify the Insured person for legal liability to a third party off the golf course up to a limit of \$3,000,000 arising during the period of insurance as a result of

- accidental bodily injury (including death or disease) to any person
- accidental loss of or damage to property

In addition, to indemnify the Insured person for

- third parties costs and expenses recoverable from the Insured person either under English law or under the law of the country where the accident, loss or damage occurred, and
- the Insured person's costs and expenses incurred with the written prior consent of Insurer

We will not pay more than the total amount shown in the Policy Schedule for Personal Liability, during any one year.

Excluding

Claim arising directly or indirectly from in respect of or due to

- 1 employer's liability, contractual liability or liability to a member of an Insured person's family.
- 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.
- 7 legal costs resulting from any criminal proceedings.
- 8 the influence of intoxicating liquor
- 9 mountaineering (except that incidental to winter sports), ski racing in major events, ski jumping, ice hockey, the use of bob-sleighs or skeletons, riding or driving in races or rallies or the use of firearms.
- 10 liability in respect of injury to you, a member of your family normally residing with you, or any person under a contract of service with you, other than caddies and arising out of, and in the course of, such person's employment by you.
- 11 liability in respect of loss or damage to property belonging to, or under the control of, you, a member of your family, or any person under a contract of service with you, other than caddies and arising out of, and in the course of, such person's employment by you.
- 12 liability arising directly or indirectly from any judgement which is not at first delivered by, or obtained from, a Court of competent jurisdiction in Hong Kong.
- 13 liability arising directly or indirectly from a judgement or order obtained in Hong Kong for the enforcement of a judgement obtained elsewhere.

How to Make a Claim

You Should

- 1 Check that the cause of the Injury, Accident or loss is covered. The Policy contains details of what is covered, what is not covered and how claims are settled.
- 2 Follow the Conditions in this Policy.
- 3 Complete the claim form obtainable from AXA General Insurance Hong Kong Limited. Claim form can also be downloaded from our Company website.
- 4 Take photographs of the damaged items and obtain estimates as soon as possible for repairs or replacements. We should be given an opportunity of inspecting the damage and approving the estimates before permanent repairs are commenced.

However any temporary repairs that are needed to stop further damage should be arranged by You and done immediately, but You should retain the bills as the cost may form part of Your claim.

You should report the loss to the police or other authorities as necessary.

- 5 In connection with any Injury, Accident or loss which may give rise to a claim under the Policy it is most important that You
 - (a) tell Us and provide full details in writing as soon as possible
 - (b) send Us any writ, summons or other legal document

We will

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

Important - Please follow these guidelines as they will assist Us in processing Your claim.

Please always state Your Policy reference and/or claim number in all communications.

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

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 amount are in Hong Kong Dollars.

Customer Service Hotline:

Please keep this policy in good order. Should You have any enquiries, please contact Your insurance agent or broker or call Us on:

2867 8555 for claims enquiries
2867 8688 for policy coverage enquiries

Hotline Office Hour: Monday to Friday
9:00am - 1:00pm, 2:00pm - 5:30pm
(except Public Holidays)