

# Policy

## Professional Indemnity Insurance (General)

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

Welcome to your AXA General Insurance Hong Kong Limited Personal Liability 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 any where 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.

### Welcome to AXA

Thank you for choosing AXA.  
Please read carefully all documents that “we” have provided and keep them in a safe place.  
If “you” have any questions, need anything explaining or believe this contract does not meet “your” needs, please contact “us” or “your” insurance adviser.

### Your policy

This “policy” is a contract of insurance between “you” and “us”.  
The information, or any declaration, which “you” or anyone on “your” behalf has provided to “us” in applying for the insurance together with your “policy”, forms the basis of the contract.  
The “policy” describes the insurance cover for which “we” have accepted “your” premium.  
This insurance is renewable provided that “we” agree to renew this insurance and accept “your” premium for any subsequent “period of insurance”. A new “schedule” will be issued for each “period of insurance” showing any changes to “your” cover.

“Your” “policy” booklet is divided into a number of sections and must be read together with “your” “schedule” and any endorsements. Where a section does not apply, “your” “schedule” will state that it is ‘not covered’.

Throughout this “policy”, “we” use definitions and headings. Definitions are used to explain what a word means and are highlighted in apostrophe (“”).

Headings have been used for “your” guidance and do not have legal effect.

### Making a claim

If “you” need to make a “claim” please first check “your” “policy” to make sure “you” are covered. “You” must then follow the instructions provided on page 4 under the standard conditions 3 - notice of claims and circumstances.

Please contact “your” insurance adviser who will help “us” deal with “your” “claim” quickly and fairly.

### Professional Indemnity Insurance (General)

This is a claims-made policy. This “policy” only covers “claims” first made against “you” during the “period of insurance” and notified to “us” in the same “period of insurance”.

### Coverage

1. Liability  
“We” will indemnify “you” the “loss” “you” are legally liable to pay from “claim”, first made against “you” and notified to “us” during the “period of insurance”, in respect of “wrongful act” committed or allegedly committed by “you” within the “territorial” and after the “retroactive date”.
2. Legal costs and expenses  
For “claim” where coverage is afforded by this “policy”, “we” will also indemnify “you” the “defence expenses” incurred to defend such “claim”.
3. Limit of indemnity
  - (a) The amount stated in limit of indemnity of the “schedule” shall be “our” maximum aggregate limit of indemnity under this “policy” for all “loss” from all

“claims” for which this “policy” provides coverage, regardless of the time of payment by “us”.

- (b) “Defence expenses” shall be part of and not in addition to the limit of indemnity and payment of “defence expenses” by “us” shall reduce such limit of indemnity.
- (c) Each sub-limit of indemnity is the maximum amount “we” will pay in the limit of indemnity under this “policy” as “loss” in respect of any insurance covers or extensions to which it applies. Each sub-limit stated herein this “policy” or any subsequent endorsement/extension shall be part of, and shall not be in addition to, the maximum aggregate limit of indemnity as stated in the “schedule”.
- (d) If the limit of indemnity is exhausted by the payment of “loss” arising during the “period of insurance”, all “our” obligations under this “policy” shall be completely discharged and extinguished and “we” shall have no further obligations of any kind or nature whatsoever under this “policy” and the premium shall be “fully earned”.

#### 4. Deductible

- (a) The “deductible” amount set out in the “schedule” shall be borne by “you” at “your” own risk and “we” shall only be liable to indemnify “you” for that part of any “loss” and/or “defence expenses” which exceed the “deductible”.
- (b) The “deductible” shall apply to each and every “claim” arising under this “policy”. “Related claims” shall be deemed to constitute one single “claim” under the “policy” and only one “deductible” is applicable (except in the event described in 4(c)).
- (c) In the event of a single “claim” (including “related claims” deemed to be a single “claim” in 4(b) above) where it involves two or more individual claimants (including single “claim” involving multiple individual claimants represented by a single lead claimant), “you” shall bear at “your” own risk, a separate “deductible” for each individual claimant and “we” shall only be liable to indemnify “you” for that part of any “loss” and/or “defence expenses” which exceeds the separate “deductible” applicable to that claimant.
- (d) Nothing in this section shall be interpreted as an increase in limit of indemnity insured under this “policy”.

### General Exclusions

This insurance does not apply to:

#### 1 Prior and pending claim

- (a) any “claim” made, threatened or initiated against “you” prior to the “period of insurance”;
- (b) any “claim” based upon, arising out of, directly or indirectly resulting from, in consequence of, any fact or circumstance:
  - (i) which “you” were aware of prior to the “period of insurance” and which “you” knew or ought reasonably to have known might give rise to a “claim” or liability;

- (ii) of which written notice has been given or ought reasonably to have been given by “you” under any prior policy (whether or not such policy was issued by “us”); or
- (iii) disclosed in the application or other information provided to “us” for the purposes of obtaining this “policy”.

#### 2 Conducts and intended loss

any “claim” based upon, arising out of, directly or indirectly resulting from, in consequence of:

- (a) any dishonest, fraudulent, criminal, or malicious act, error or omission actually or allegedly committed or condoned by “you”;
- (b) any act, error or omission actually or allegedly committed by “you” without any reasonable regard for the consequences thereof;
- (c) actual or alleged willful breach of any statute, contract or duty by “you”;
- (d) any act, error or omission where “loss” is reasonably expected or intended from “your” standpoint.

#### 3 Trading debts and billings

any “claim” based upon, arising out of, directly or indirectly resulting from, in consequence of:

- (a) a trading debt incurred by “you” or any guarantee given by “you” for a debt; or
- (b) any legal obligation to refund any fee charged to a third party.

#### 4 Liability beyond normal professional services

any “claim” for any liability:

- (a) assumed by “you” outside the normal course of the “professional services”;
- (b) imposed upon “you” in a contract except where such liability would have been imposed upon “you” in the absence of a contract;
- (c) from “your” promise, warranty or guarantee as to the performance or outcome of the conduct of the “professional services” except where such liability would have been imposed upon “you” in the absence of a such promise, warranty or guarantee;
- (d) “you” have excluded, limited or delayed the rights to recover the “loss” against another; or
- (e) arises from joint and several liability attaching to “you” by reason of “your” participation in a joint venture, except to the extent that “loss” is in the same proportion to the joint venture liability as “your” entitlement to a share of profits or liability for losses which may be made by the joint-venture.

#### 5 Fines and penalties

any “claim” for punitive, aggravated, multiple or exemplary damages and/or damages, or any amount which is uninsurable by law.

6 Liabilities incurred as employer, occupier, product supplier and directors & officers

any "claim" based upon, arising out of, directly or indirectly resulting from, in consequence of:

- (a) bodily injury, mental injury, sickness, diseases or death of any person arising out of, or in the course of, their employment by "you";
- (b) any occupation or ownership of real property by "you";
- (c) sale, supply, installation, alteration, modification or manufacture of goods by "you" or on "your" behalf; or
- (d) "your" status as, or activities in the capacity of, a director, officer, partner, holder of similar management position, or stockholder of any partnership, joint venture or other organization, except any liability (including vicarious liability) which, arising out of provision of "professional service", would attach irrespective of such status or capacity.

7 Intellectual properties

any "claim" based upon, arising out of, directly or indirectly resulting from, in consequence of unfair competition, passing off or infringement of patent, copyright, design, trademark, service mark, trade name or slogan.

8 Service provided for related parties

any "claim" brought by or on behalf of:

- (a) "you"; or
- (b) "your" subsidiary; or
- (c) any person who is "your" family member at the time the legal liability giving rise to the "claim" was incurred, except where that person acts without solicitation from "you" or "your" co-operation.

9 Pollution

any liability directly or indirectly arising out of:

- (a) the discharge, dispersal, release, or escape of "pollutants";
- (b) the cost of removing, nullifying or cleaning up "pollutants"; or
- (c) fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of "pollutants".

10 Asbestos

any "claim" in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

11 War and terrorism

any "claim" based upon, arising out of, directly or indirectly resulting from, in consequence of any act of terrorism, war, invasion, acts of foreign enemies, hostilities or war-like operation (whether war be declared or not), civil war, mutiny, popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial

law, confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any Government or public or local authority. For the purpose of this exclusion, 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 organization(s) or government(s) committed for political, religious, ideological or similar purpose including intention to influence any government and/or to put the public, or any section of the public, in fear.

12 Nuclear

any "claim" based upon, arising out of, directly or indirectly resulting from, in consequence of:

- (a) liability imposed by or arising from any nuclear liability act, law or statute or any law amendatory thereof;
- (b) bodily injury or property damage with respect to which "you" are also insured under a contract of nuclear energy liability insurance (whether "you" are unnamed in such contract and whether or not it is legally enforceable by the "you") issued by the Nuclear Insurance Association of Canada or any other insurer or group or pool of insurers or would be an insured under any such policy but for its termination upon exhaustion of its limit of indemnity; or
- (c) bodily injury or property damage resulting directly or indirectly from the "nuclear energy hazard" arising from:
  - (i) the ownership, maintenance, operation or use of a "nuclear facility" by "you" or on "your" behalf;
  - (ii) the furnishing by "you" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility"; and
  - (iii) the possession, consumption, use, handling, disposal or transportation of "fissionable substances", or of other "radioactive material" (except radioactive isotopes, away from a "nuclear facility", which have reached the final stage of fabrication so as to be useable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by the "you".

With respect to property in this exclusion, loss of use of such property shall be deemed to be property damage.

13 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.

## Standard Conditions

### 1 Representations

This “policy” is voidable in the event of misrepresentation, misdescription or non-disclosure. “We” may deny a claim or reduce a claim amount if “you” have failed to comply with the duties of utmost good faith or disclosure or if “you” have made a false statement to “us” before this “policy” was entered into.

By accepting this “policy”, “you” agree:

- (a) the statements in the “schedule” and the application form are accurate and complete;
- (b) those statements are based upon representations “you” made to “us”; and
- (c) “we” have issued this “policy” in reliance upon “your” representations.

### 2 Change of risk

“You” must notify “us” in writing as soon as, and in any event no later than thirty (30) days thereafter, there is any change to the facts, circumstances, degree or amount of risk which exist at the commencement of this “policy” or during the “period of insurance” or at any subsequent renewal date. Upon such notification, “we” may vary the terms of this “policy” and/or charge additional premium as “we” determine appropriate in the circumstances.

### 3 Notice of claims and circumstances

#### (a) Notice of claim

As a condition precedent to any right to payment in respect of any “loss”, including “loss” in respect of any “claim” for a “wrongful act” of which notice was previously given under standard conditions 3(b) - notice of circumstance, “you” must give “us” written notice of such “claim”, with “full written details”, as soon as practicable within thirty (30) days, after “you” are aware of the “claim”.

“Full written details” mean:

- (i) the nature and grounds of the actual or alleged “wrongful act”;
- (ii) the dates of facts related to the actual or alleged “wrongful act” when “you” were informed or sued;
- (iii) the nature and the estimated amount of indemnity requested;
- (iv) the names of claimants;
- (v) the names of the entity and the person concerned;
- (vi) any legal document received in relation to the “claim”;
- (vii) and any further information requested by “us”.

#### (b) Notice of circumstances

If, during the “period of insurance”, “you”:

- (i) first become aware of any “wrongful act”, fact or circumstance which is likely to give rise to a “claim”; and
- (ii) give “us” written notice of such “wrongful act”, fact or circumstance including “full written details” as stated above;

and request coverage under this “policy” for any subsequently resulting “claim”, then “we” will treat any such resulting “claim” as if it had been made during the “period of insurance”.

Notice shall be given as soon as practicable and in any event before the end of the “period of insurance” at each renewal.

- (c) All notices under standard conditions 3 (a) and (b) must be sent by registered mail to

AXA General Insurance Hong Kong Limited

5/F, AXA Southside, 38 Wong Chuk Hang,

Wong Chuk Hang, Hong Kong

- (d) Related claims & single claim

All “related claims” will be treated as a single “claim” made when the earliest of such “related claims” was first made, or when the earliest of such “related claims” is treated as having been made in accordance with standard conditions 3 (b), whichever is earlier.

### 4 Do not admit liability

“You” shall not admit liability to any party and/or make any offer to or commit or agree to settle any “claim” without “our” prior written consent. “You” shall not, whether at “your” own costs or not, voluntarily make any payment, or incur any expense, other than for first aid, without “our” prior consent.

### 5 Conduct of claims

“We” shall be entitled but not obliged to take over and conduct in “your” name the defence or settlement of any “claim” and shall have full discretion in the conduct of any proceedings and in the settlement of any “claim”.

If “you” disagree to our proposal to settle or compromise any “claim” indemnifiable under this “policy” and wish to contest or litigate the matter, “you” may elect to contest or litigate, provided that “our” liability in respect of any such “claim” so contested or litigated shall not exceed the amount for which, but for such election, it could have been settled or compromised by “us” together with costs and expenses payable in accordance with the terms of this “policy” and incurred up to the time of such election, but subject always to the “deductible” and to the “limit of indemnity”.

### 6 Subrogation

If “you” have the rights to recover all or part of any payment “we” have made under this “policy”, those rights are transferred to “us”. “You” should not do anything which prejudice “our” rights to subrogation. At “our” request, “you” will bring suit or transfer those rights to “us” and use “your” best efforts to enforce them.

### 7 Joint insured

When “you” are comprised of more than one legal entity, information supplied to “us” shall be deemed to have been furnished by and on behalf of all such entities, and any information supplied to “us” or any omission or non-disclosure in relation to any renewal or extension hereof, shall likewise be deemed to have been furnished, omitted or withheld on behalf of all such entities.

## 8 Cancellation

- (a) The natural person or entity named in the “schedule” may cancel this “policy” by giving notice in writing to “us” stating at which time thereafter the cancellation shall be effective.
- (b) “We” may cancel this “policy” by sending thirty (30) days notice by registered letter to “you” at “your” last known address.
- (c) Upon cancellation by “you” a refund of pro-rata premium will be allowed on 80% of the premium for the unexpired “period of insurance”.
- (d) Upon cancellation by “us” a refund of pro-rata premium will be allowed for the unexpired “period of insurance”.

## 9 Other insurance

To the extent that “you” have any other insurance in force in respect of the liabilities covered in this “policy”, “we” shall only be liable under this “policy” for the excess beyond any amount insured by such other insurance in respect of that liability, whether or not such insurance is valid or collectible.

## 10 Legal action against us

No person or organization has a right under this “policy”:

- (a) to join “us” as a party or otherwise bring “us” into a legal suit asking for damages from “you”; or
- (b) to sue “us” on this “policy” unless all of its terms have been fully complied with.

“We” will not be liable for damages that are not payable under the terms of this “policy” or that are in excess of the applicable “limits of indemnity”. An agreed settlement means a settlement and release of liability signed by “us”, “you” and the claimant or the claimant's legal representative.

## 11 Bankruptcy

Bankruptcy or insolvency of “you” or of “your” estate will not relieve “us” of “our” obligations under this “policy”.

## 12 Governing law and litigation

This “policy” shall be governed, construed and enforced in accordance with the laws of Hong Kong. The Courts of the Hong Kong Special Administrative Region shall have sole jurisdiction to hear any dispute in relation to this “policy”.

Any dispute which arises out of “our” offer of settlement or “our” disclaiming of liability for any “claim” hereunder and which cannot be resolved by agreement between “us” and “you” within six (6) months of such offer or disclaimer shall be referred to a mutually agreed mediator. If the dispute remains unresolved after mediation or mediation is not agreed, it shall be resolved by arbitration in Hong Kong before the Hong Kong International Arbitration Centre (HKIAC) in keeping with its rules. Each party shall bear its own costs of the arbitration.

## 13 Jurisdiction

The indemnity provided by this “policy” shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction as specified in the “jurisdiction limit” nor to orders obtained in the said Court for the enforcement of judgments made outside such jurisdiction as specified whether by way of reciprocal agreements or otherwise.

## 14 Discharge of liability

“We” may in respect of any “claim” covered under this “policy” pay to “you” the amount of “limit of indemnity” for that “claim” but deducting therefrom any “deductibles” and any sums including payment of “defence expenses” as may arise as defined in coverage 2 – legal costs and expenses herein and other expenses already paid in respect of that “claim” or any lesser sum for which the “claim” can be settled and “we” shall thereafter be under no further liability in respect of such “claim”.

## 15 Observance

The due observance and fulfillment of the terms, provisions and conditions of this “policy” insofar as they relate to anything to be done or not to be done by “you” shall be conditions precedent to “our” liability under this “policy”.

## 16 Fraudulent claim

If “you” or anyone acting on “your” behalf is in any way fraudulent in obtaining any benefit under this “policy”, we may deny liability in respect of such “claim”.

## 17 Notice

Every notice or communication to “us” shall be in writing and sent to “our” most current registered address.

## 18 Premium payment warranty

- (a) Notwithstanding anything herein contained but subject to (b) hereof, it is hereby agreed and declared that if the “period of insurance” is sixty (60) days or more, any premium due must be paid and actually received in full by “us” (or the intermediary through whom this “policy” was effected) within sixty (60) days of the:
  - (i) “inception date” of the coverage under the “policy”, renewal certificate, cover note; or
  - (ii) effective date of each endorsement, if any, issued under the “policy”, renewal certificate, or cover note.
- (b) In the event that any premium due is not paid and actually received in full by “us” (or the intermediary through whom this “policy” was effected) within the sixty (60) day period referred to above, then:
  - (i) the cover under the “policy”, renewal certificate, cover note or endorsement is automatically terminated immediately after the expiry of the said sixty (60) day period;
  - (ii) the automatic termination of the cover shall be without prejudice to any liability incurred within the said sixty (60) day period; and

- (iii) “we” will be entitled to a pro-rata time on risk premium.
- (c) If the “period of insurance” is less than sixty (60) days, any premium due must be paid and actually received in full by “us” (or the intermediary through whom this “policy” was effected) within the “period of insurance”.

## 19 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.

## Definitions

- 1 “Claim” means a civil, criminal, administrative, regulatory or arbitration proceeding against “you” for a “wrongful act” commenced by the service of a complaint or similar pleading, or prosecution, or the receipt or filing of a notice of charges in any criminal proceedings or any written notice received by “you” that it is the intention of any person or entity to hold “you” liable for the results of a “wrongful act”.
- 2 “Deductible” means the deductible set out in the “schedule”.
- 3 “Defence expenses” means reasonable and necessary costs, charges, fees and expenses (other than “your” overhead expenses and any form of remuneration payable to “you” or “your” employee) incurred with “our” prior written consent in the adjustment, defence, investigation, settlement of a “claim” against “you” or any appeal in such “claim”.
- 4 “Fissionable substance” means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
- 5 “Fully earned” means that no refund will be provided at cancellation as it is totally earned by “us”.
- 6 “Inception date” means the date upon which the “period of insurance” stated in the “schedule” commences.
- 7 “Jurisdiction limit” means the jurisdiction specified in the “schedule”.
- 8 “Loss” means:
  - (a) Any awards of monetary damages, judgments, settlements, “defence expenses” and/or third party legal costs which “you” are obliged to pay as a result of a “claim”, provided that such amounts shall constitute “loss” only to the extent that they are in excess of the applicable “deductible”.
  - (b) “Loss” shall not include:
    - (i) Any employee remuneration, benefits, stock or share options or severance payments;
    - (ii) Fines, penalties and taxes;
    - (iii) Any civil, appeal or criminal bond;
    - (iv) The multiplied portion of any multiple damage award or matters;
    - (v) Any punitive, aggravated or exemplary damages;
    - (vi) Any amounts uninsurable by law.
- 9 “Nuclear energy hazard” means the radioactive, toxic, explosive, or other hazardous properties of radioactive material.
- 10 “Nuclear facility” means:
  - (a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
  - (b) any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging waste;
  - (c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
  - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material;

and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.
- 11 “Period of insurance” means the period from the “inception date” to the expiry date in the “schedule” or to any earlier cancellation date.
- 12 “Policy” means the following documents:
  - (a) this document;
  - (b) the application form;
  - (c) the “schedule”;
  - (d) the certificate of insurance;
  - (e) any endorsements.
- 13 “Pollutants” mean any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and wastes. Waste includes materials to be recycled, reconditioned or reclaimed.
- 14 “Professional services” means “your” professional business as described in the “schedule” and no other.
- 15 “Radioactive material” means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances which may be designated by or pursuant to any law, act or statute, or law amendatory thereof as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy.
- 16 “Related claims” means any “claim” for a “wrongful act” based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the same or related facts, circumstances, situations, transactions or

events or the same or related series of facts, circumstances, situations, transactions or events.

- 17 “Retroactive date” means the retroactive date specified in the “schedule”.
- 18 “Schedule” means the schedule attaching to and forming part of this “policy”, including any schedule substituted for the original schedule.
- 19 “Territorial” means the territorial limit specified in the “schedule”.
- 20 “We”, “us” or “our” means AXA General Insurance Hong Kong Limited.
- 21 “Wrongful act” means negligent act, error or omission in the course of providing “professional services”.
- 22 “You” or “your” means:
- (a) the natural person or legal entity named in the “schedule”;
  - (b) past and/or present employees of the legal entity specified in the “schedule”;
  - (c) any past and/or present sole-proprietor, partner or director of the legal entity specified in the “schedule”.

## 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:

