

## AXA General Insurance Hong Kong Limited

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Insurance Brokers Ltd.

# **Policy**

## SmartHelper Domestic Helper

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

Welcome to Your AXA General Insurance Hong Kong Limited SmartHelper Domestic Helper 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

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 Hong Kong (unless stated otherwise in the Policy Schedule), 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

If You require more cover or different cover, please consult Your insurance agent or broker 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 Schedule. These are given below or defined at the beginning of the appropriate Section.

As referred to in the definition of Injury means a sudden unforeseen and fortuitous event

**Day Surgery** 

Refers to the use of a recovery facility by an Insured Person on being admitted to a Hospital or clinic for a surgical procedure (but not for an overnight stay).

**Domestic Helper** 

Overseas Domestic Helper

A person employed under an Employment Contract as governed by the Immigration Ordinance (Chapter 115) by You as an overseas Domestic Helper in Your home, or as a gardener provided that he/she is not related to You (unless stated otherwise in the Policy Schedule).

### Local Helper

A person employed under an Employment Contract (either written or verbal) as governed by the Employees Compensation Ordinance by You as a full time/part-time local helper in Your home, or as a gardener provided that he/she is not related to You (unless stated otherwise in the Policy Schedule).

**Employee** 

A person who is within the meaning of the Legislation.

Hong Kong

The territorial limits of Hong Kong.

Hospital

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

**Hospital Patient** 

A patient necessarily and continuously confined to a Hospital, under the care of a medical practitioner for more than 24 hours, confinement being certified as necessary by the attending medical practitioner.

Injury

Bodily Injury resulting solely, directly and independently of all other causes from an Accident caused by external violent and visible means.

Legislation

The Employees' Compensation Ordinance in force at the

time of the Accident.

Permanent

Having lasted for 12 consecutive months and, at the expiry of that period, being beyond hope of improvement.

Pre-existing Condition

Shall mean any medical condition which has been diagnosed, or has required medical treatment, or commenced or presented signs or symptoms of which regardless of whether they are known or unknown to the Insured Person prior to the effective date of this Insurance Policy, irrespective of whether Treatment was actually received.

### **Total Disablement**

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

We/Us/The Insurer/ The Company

AXA General Insurance Hong Kong Limited

You/Your/The Insured

The person named as the policyholder or Insured in the

Policy Schedule.

### **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 deal with Your claim.

### **Precautions**

You must

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

### Claims

If any Accident, Injury, loss or liability happens which may give rise to a claim,

- 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
- ensure that proper medical and surgical advice is obtained and followed by the Domestic Helper as soon as possible after any Accident, Injury or illness
- 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

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.

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

### 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 short period of the premium provided the minimum premium has been retained by Us.

### 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.

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.

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.

### Other Insurance(s)

If any Accident, Injury, loss or liability insured by this Policy is covered by any other insurance We will only pay our rateable proportion.

### **Age Limit**

From 18 to 65 years old.

### 9 First Entry

For Basic Cover, cover is provided for Domestic Helper who is 18 - 60 years old.

For Optional Cover, cover is provided for Domestic Helper who is 18 - 45 years old.

### 10 Renewal

If Your Domestic Helper reaches the age of 65 during the period of insurance, this Policy will not be renewable at the end of that period (unless stated otherwise in the Policy Schedule).

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

### 11 Notification of changes

You must notify Us as soon as possible in writing of any change which may affect this insurance, including notice of changing of Your Domestic Helper and notice of any disease or physical or mental defect or infirmity affecting Your Domestic Helper.

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

### Section 1 - Employees' Compensation

Any amount that You become legally liable to pay under the legislation as damages for injury (including death or disease) to Your Domestic Helper arising out of, and in the course of, his/her employment by You.

We will not pay more than the total amount shown in UEC01 in this Section for Liability to domestic helpers, for 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.

### UEC01 - ECI Limit of liability endorsement

Policy Limit of liability: \$100 million any one event inclusive of all costs and expenses in pursuant to subsection 40(1) of the Employees' Compensation Ordinance

In respect of any one claim or a series of claims resulting from or arising out of one event, the Insurer's indemnity to the Insured under this Policy, including costs and expenses incurred with the Insurer's written consent, and irrespective of the number of persons or insureds claiming to be indemnified under this Policy, shall not in the aggregate exceed the amount specified above as the policy limit of liability.

The term "any one event" has the meaning assigned to it by the legislation.

- At any time after the happening of any event giving rise to a claim or a series of claims under this Policy, the Insurer may pay to the Insured the policy limit of liability (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and relinquish the conduct of the defence settlement or proceedings to the Insured and the Insurer shall not be responsible for any damage alleged to have been caused to the Insured in consequence of any alleged action or omission of the Insurer in connection with such defence settlement or proceedings or of the Insurer relinquishing such conduct nor shall the Insurer be liable for any costs or expenses whatsoever incurred by the Insured or by any claimant or other person after the Insurer shall have relinquished such conduct.
- Notwithstanding Condition (7) of this Policy, if at the time of any claim under this Policy there is any other insurance indemnifying any person or Insured or Insureds who are entitled to be indemnified under this Policy. This Policy is not to be called upon in contribution and, subject to the policy limit of liability, is only to pay any amount if and so far as not recoverable under other insurance.
- Where this "UEC01 ECI Limit of liability endorsement" is at variance with or inconsistent with anything contained in this Policy, this "UEC01 - ECI Limit of liability endorsement" shall prevail and take precedent.
- 5 ECTE Employees' Compensation Insurance 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.

### **EXCLUDING**

- 1 Liability accepted under an agreement unless the liability would have existed anyway
- 2 Any sum which You would have been entitled to recover from any party but for an agreement between You and such party
- 3 Any surcharge for which You may become liable under the Employees' Compensation Ordinance
- 4 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
- 5 Liability arising directly or indirectly from a judgement or order obtained in Hong Kong for the enforcement of a judgement obtained elsewhere
- 6 Liability arising directly or indirectly from Pneumoconiosis

### Section 2 - Hospital Surgical Clinical and Other Expenses

### 1 Hospitalization & Surgical Expenses

Necessary medical treatment expenses from Hospital for surgery or treatment of sickness, or Injury resulting from an Accident, including all daily room and board expenses incurred by Your Domestic Helper while he/she is a Hospital Patient, up to a maximum of \$350 per day.

All surgical and all other miscellaneous expenses incurred by Your Domestic Helper for procedures involving surgery performed in the Hospital and for which surgery benefits are payable under Hospital treatment expenses, up to a maximum of \$15,000 per operation.

For Day Surgery, the maximum payable is up to \$7,500 during any one year including all daily room and board expenses, all surgical and all other miscellaneous expenses.

We will not pay more than \$30,000 for Hospitalization and Surgical Expenses including Day Surgery, during any one year.

### 2 Out-Patient (Clinical) Expenses

Necessary medical treatment expenses from a clinic for sickness or bodily Injury resulting from an Accident including consultation, prescribed medicine, laboratory and x-ray charges, incurred by Your Domestic Helper during the period of insurance where treatment is carried out by a legally qualified and registered medical practitioner, up to a maximum of \$200 per visit per day. Also this Section covers bonesetters' fees up to \$100 per visit per day with a maximum of \$500 per policy year.

We will not pay more than \$4,000 for Out-Patient Expenses, during any one year.

### **EXCLUDING**

- Death, Injury, illness, charges, cost, or liability caused 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
- 2 Sexually transmitted disease, infertility treatment, pregnancy, miscarriage, childbirth or complications arising from any of them
- 3 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
- 4 Mental or nervous disorders, alcoholism, or drug addiction
- 5 Cosmetic surgery unless due to Injury
- 6 Pre-existing ailments or conditions (not applicable to item 2 under this Section)
- 7 Dental care or surgery unless due to Injury
- 8 Injury or illness caused or sustained outside Hong Kong
- 9 Any expense incurred outside Hong Kong
- 10 Local helper

### Section 3 - Dental Expenses

Emergency dental expenses incurred by Your Domestic Helper where such dental work is carried out by a legally qualified and registered dentist, up to \$200 per visit per day. We will not pay more than \$2,500 for Dental Expenses, during any one year.

### **EXCLUDING**

- 1 Routine examination
- 2 Scaling, polishing or cleaning
- 3 Crowning, bridges, braces and dentures
- 4 Dental prosthetics involving precious alloy restorations
- 5 Any expense incurred outside Hong Kong
- 6 Local helper

### Section 4 - Personal Accident

We will pay up to \$100,000 in the event that Your Domestic Helper sustains Injury by Accident on rest days, resulting directly and independently of any other cause in his/her death or Permanent disablement within one year, the below benefits scale is applicable to the \$100,000:

(a)	Accidental Death	100%
(b)	Permanent Total Disablement	100%
(c)	Loss by severance of two or more limbs	100%
(d)	Total and irrecoverable loss of all sight in both eyes	100%
(e)	Loss by severance of one limb and total and	100%
	irrecoverable loss of all sight of one eye	
(f)	Loss by severance of one limb	50%
(g)	Total and irrecoverable loss of all sight in one eye	50%

We will not pay more than \$100,000 for Personal Accident, during any one year. All payment will be payable to Your Domestic Helper or their legal 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**

- 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 authorized 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
- 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 Your Domestic Helper 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 outside Hong Kong
- 5 Death or Injury arising out of and in the cause of employment activities
- 6 Local helper

### Section 5 - Personal Liability

We will pay up to \$100,000 in the event that Your Domestic Helper (while he/she is performing the duties) becomes legally liable to a third party arising out of an occurrence during any one year as a result of:

- 1 accidental bodily Injury (including death or disease) to any person other than You or a member of Your family or the Domestic Helper's family member
- 2 accidental loss of or damage to their property

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 loss or damage to property belonging to You or In Your custody or control
- 2 Any willful or malicious act
- 3 The ownership, possession or use of aircraft, watercraft or mechanically propelled vehicles (which includes motor cycles)
- 4 Any agreement where such liability would not have attached in the absence of such agreement
- 5 Any criminal activity
- 6 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
- 7 Liability arising directly or indirectly from a Judgement or order obtained in Hong Kong for the enforcement of a Judgement obtained elsewhere
- 8 Any occurrence that happen at Your home
- 9 Any occurrence outside Hong Kong SAR
- 10 Food and Drink poisoning

### Section 6 - Repatriation Expenses

Your contractual liability to repatriate Your Domestic Helper to his/her home country before expiry of the Domestic Helper's contract in the following circumstances

- Death the actual cost of returning the remains
- Inability to complete the contract due to medical unfitness as certified by a registered medical practitioner. We will pay for the economy class airfare from Hong Kong to the Domestic Helper's home country

We will not pay more than \$20,000 for Repatriation Expenses, during any one year.

### **EXCLUDING**

- Death, Injury, illness, charges, cost, or liability caused 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
- 2 Sexually transmitted disease, infertility treatment, pregnancy, miscarriage, childbirth or complications arising from any of them

- 3 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
- 4 Mental or nervous disorders, alcoholism, or drug addiction
- 5 Pre-existing ailments or conditions
- 6 Injury or illness caused or sustained outside Hong Kong
- 7 Local helper

### Section 7 - Additional Benefits

### 1 Re-hiring Expenses

Necessary expenses incurred in hiring a replacement Domestic Helper,including air ticket, agency fees and processing fees, in the event that Your Domestic Helper is repatriated or his/her mortal remains are returned to his/her home country and a valid claim is payable under Section 6 of this Policy.

We will not pay more than \$10,000 for Re-hiring Expenses, during any one year.

### Excluding

- 1 Local helper
- 2 Events not covered under Section 6 of this Policy

### 2 Hospital Cash Subsidy

Loss of service expenses if Your Domestic Helper is hospitalized as an in-patient for treatment or surgery for a period of five consecutive days or more, and a valid claim is payable under Section 2 item 1 of this Policy up to a maximum of \$200 per day, but not exceeding \$6,000 for Hospital Cash Subsidy, during any one year.

### Excluding

- 1 Local helper
- 2 Events not covered under Section 2 of this Policy

### 3 Loan Protection

The amount of any financial loan You make to Your Domestic Helper which cannot be repaid if Your Domestic Helper is repatriated or his/her mortal remains are returned to his/her home country and a valid claim is payable under Section 6 of this Policy, provided that satisfactory documented evidence of the loan is provided.

We will not pay more than \$10,000 for Loan Protection, during any one year.

### Excluding

- 1 Local helper
- 2 Events not covered under Section 6 of this Policy

### 4 Fidelity Protection

We will pay Your financial loss resulting from fraud or dishonest act committed by Your Domestic Helper provided that the fraud or dishonest act must be committed during the Period of Insurance.

The fraud or dishonest act must be discovered during the Period of Insurance or within 15 days after the expiration of this Policy or within 15 days after death, dismissal or expiry of employment contract of Your Domestic Helper.

We will also pay You for:

- (a) Unauthorized use of long distance calls is payable up to \$3,000 during any one year.
- (b) The costs of replacing main door lock and/or gate lock are payable up to \$1,000 during any one year.

We will not pay more than \$8,000 for Fidelity Protection including item (a) & (b), during any one year.

Any money due by You to Your Domestic Helper shall be deducted from any amount payable under this Policy.

The burden of proof rests on You that Your financial loss is a result of fraud or dishonest act committed by Your Domestic Helper.

### Excluding

- 1 Any loss not reported to the police within 24 hours of discovery
- 2 You should also refer to the Policy General Exclusions shown on page 4 of this Policy

# Section 8 – Supplementary Medical (Critical Illness) Benefit (only applicable if mentioned in the Policy Schedule)

Necessary medical treatment expenses in excess of the amount payable under Section 2 item 1, from Hospital for surgery of treatment of critical illnesses as specified below:

- (a) Stroke
- (b) Coronary Artery By-pass Surgery
- (c) Cancer
- (d) Kidney Failure
- (e) Major Organ Transplantation
- (f) Multiple Sclerosis
- (g) Aorta Surgery/Heart Valve Replacement
- (h) Encephalitis
- (i) Bacterial Meningitis
- (j) Stones in the Urinary and Biliary Systems

We will not pay more than \$70,000 for Supplementary Medical (Critical Illness) Benefit (hereinafter called "Suppl. Medical"), including all daily room and board, surgical and other miscellaneous expenses incurred by Your Domestic Helper, during any one year.

### EXCLUDING

- 1 Those illnesses not mentioned under this Section
- 2 Pre-existing aliments or conditions prior to the effective date of this coverage
- 3 Events not covered under Section 2 of this Policy

### **General Exclusions**

### 1 We will not pay for

- 1 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.
- 2 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 organization.
- 3 Any loss or damage to any property, or any loss or expense, or any consequential loss, or any legal liability, directly or indirectly caused by, or contributed to, or arising from
  - 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

### 2 War and Terrorism Exclusion (NMA2918)

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 of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (i) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (ii) any act of terrorism

For the purpose of this endorsement and 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 organization(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 (i) and/or (ii) above.

If the Underwriters allege 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 Assured.

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

### 3 Total Asbestos Exclusion

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.

### 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 and what is not covered.
- 2 Follow the conditions on pages 1 and 2 of this Policy.
- 3 Complete the claim form obtainable from The Company. The claim form can also be downloaded from our Company website.
- 4 For any claim under Section 1, a Form 2 (obtainable from the Labour Department) must be submitted to the Labour Department in accordance with the Legislation. You should also send a copy to Us.
- 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

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

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

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

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

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

### **Important Notes**

The information You provide to Us is collected to enable Us to carry on insurance business and may be used for the purpose of

- any insurance or financial related product or service or any alterations, variations, cancellation or renewal of such product or service;
- any claim or investigation or analysis of such claim; and
- exercising any right of subrogation

and may be transferred to

- any related company or any other company carrying on insurance or reinsurance related business or an intermediary or a claim or investigation; or other service provider providing services relevant to insurance business for any of the above or related purposes;
- any association, federation or similar organization of insurance companies ("Federation") that exists or is formed from time to time for any of the above or related purposes or to enable the Federation to carry out its regulatory functions or such other functions that may be assigned to the Federation from time to time and are reasonably required in the interest of the insurance industry or any member(s) of the Federation; and
- any members of the "Federation" by the "Federation" for any of the above or related purposes.

Moreover, AXA General Insurance Hong Kong Limited is hereby authorized to obtain access to and/or to verify any of Your data with the information collected by the Federation from the insurance industry.

You have the right to obtain access to and to request correction of any personal information concerning yourself held by our Company. Requests for such access can be made to our Personal Data (Privacy) Ordinance Compliance Officer.

### **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 23/F, One Kowloon, 1 Wang Yuen Street Kowloon Bay, Kowloon, 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 Claims 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 Claims Complaints Bureau at the following address

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

If the Insurance Claims 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.