



PERSONAL ACCIDENT INSURANCE POLICY



® **Sun Flower Insurance Brokers Limited**
Placing through Sun Flower Insurance Agency Limited

Room 1105-08, Hing Yip Commercial Centre, 282 Des Voeux Road Central, Hong Kong

Tel: 2521 1881 Fax: 2521 1919 Email: vip@sunflowergroup.com.hk www.sunflowerVIP.com

Thank you for considering Sun Flower to be one of your selected intermediaries.

We are pleased to get in touch should you have any enquiry regarding the captioned insurance.

NOTES TO POLICYHOLDER

Thank you for insuring with Allied World.

We will provide the insurance cover described in this policy during the period of insurance upon receiving your premium payment.

This policy provides comprehensive protection for you and your family with the following documents forming the basis of and part of your policy:

- the proposal, declaration and any other information you have given us,
- the policy schedule and any amended schedule,
- the most recent renewal confirmation, and
- any endorsement amending any of the above.

We highly recommend that you read this policy thoroughly which sets out the benefits and limitations of the insurance you have bought. We also suggest that you should make your family members aware of this insurance cover in case they need to make or assist with a claim.

Should you have any query about this policy cover, please do not hesitate to contact your broker, agent or us for clarification.

Making a Claim

If you have any query when making a claim, please contact:

Claims Team

Tel +852 2968 3221 Fax +852 2917 6179

Customer service Excellence

Should you have any feedback or advice to assist us in continuously improving our customer service, please contact:

Marketing & Communications Team

Tel +852 2968 3000 Fax +852 2968 5111

Email hkhotline@awac.com



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Part I - DEFINITIONS

Bodily Injury

Bodily injury resulting solely and directly from accidental, external, violent and visible means and does not include sickness or disease or any naturally occurring condition or degenerative process

Company

Allied World Assurance Company, Ltd

Death

Item 1 of the schedule

Bodily Injury which within 12 months from its occurrence is the sole and direct cause of the death

Insured

The person(s) named in the corresponding item in the Schedule, as the policyholder(s)

Insured Person

The person(s) named in the corresponding item in the Schedule, for whom insurance has been arranged

Loss of a limb

Means total functional disablement, or loss by complete and permanent physical severance of a hand at or above the wrist or a foot at or above the ankle

Major Burns

Means a third-degree burns with burn area equal to or greater than (i) 2% of the total head surface or (ii) 10% of the total body surface area

Medical Expenses

Item 5 of the schedule

Medical surgical hospital nursing home or massage expenses necessarily incurred in connection with any Bodily Injury sustained by the Insured Person

Medical Practitioner

A practitioner of occident medicines duly qualified and legally registered as such under the laws of the country to render medical or surgical service but excluding a person who is the Insured Person himself, his spouse or relatives

Permanent disablement

Item 2 of the schedule

Bodily Injury which within 12 months from its occurrence is the sole and direct cause of the Insured Person sustaining disablement as specified in the Permanent Disablement Scale of Benefits

Permanent total disablement

Item 3 of the schedule

Bodily Injury (not resulting in disablement as defined in Item 2) which is the sole and direct cause of the Insured Person being totally disabled and prevented from attending to his business or occupation or to business or occupation of any kind with proof satisfactory to the Company that such disablement has continued for one year from the date of the occurrence and will in all probability continue for the Insured Person's life

Temporary total disablement

Item 4 of the schedule

A state of incapacity resulting from the Insured Person suffering Bodily Injury which temporarily totally prevents the Insured Person from engaging in his/her occupation. If the Insured has no occupation then the Temporary Total Disablement must require confinement to home or hospital under the orders of a Medical Practitioner

Part II - BENEFITS

If during the Period of Insurance the Insured Person shall sustain Bodily Injury as defined in the Policy the Company shall pay the Insured Person or his legal personal representative the relevant sum shown in the Schedule for the Death or Disablement of the Insured

Provided that

- a. the Company shall be liable to pay only one Benefit under any or all of Item 1 to 3 of the Schedule and when such Benefit becomes payable they shall have no further liability in respect of the Insured Person
- b. weekly compensation under Item 4 cannot be claimed for a period exceeding 104 successive weeks. The Company's liability on weekly compensation under

- c. this Item shall not exceed 75% of the Insured's average weekly earnings
The Insured Person's average weekly earnings is calculated as 1/4 of the Insured Person's monthly salary
- d. no weekly compensation shall become payable until the total amount shall have been ascertained and agreed
- e. the Company shall not be liable in respect of any one Period of Insurance for an aggregate amount exceeding 100% of the relevant sum payable under Item 2
- f. the Company shall not be liable under Item 5 of the Schedule for payment of expenses not recommended by or undertaken by a registered Medical Practitioner and the detailed accounts relating to such expenses shall be submitted to the Company. The Company's liability under this Item shall not exceed in any one Period of Insurance the Benefit as shown in the Schedule
- g. If the Insured Person be at any time during the continuance of this Policy also insured under any other Personal Accident Insurance policy with the Company without the permission of the Company then the Company shall only pay the benefit under the policy which provides the highest benefit amount
- h. If the claims(s) in any way caused or contributed by an act of terrorism, provided that the claim(s) does not caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent, the Company's liability should not in any one Period of Insurance exceed HK\$1,000,000 or the Benefit as shown in the Schedule, whichever is lesser. 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 ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear
- h. Permanent Disablement Benefit is payable according to the following scale or compensation:

Disablement & Major Burns	Percentage of the sum payable under Item 2
The loss or permanent loss of use of one or more Limbs	100%
The total and irrecoverable loss of sight in one or both eyes	100%
Permanent total deafness in both ears	100%
Permanent loss of speech and hearing	100%
Permanent total deafness in one ear	20%
Permanent loss of speech	50%
The loss or permanent loss of use of:	
Four fingers and thumb of	
a. right hand	70%
b. left hand	50%
Four fingers of	
a. right hand	40%
b. left hand	30%
One thumb	
a. both right joints	25%
b. one right joint	10%
c. both left joints	20%
d. one left joint	5%
Fingers	
a. three right joints	15%
b. two right joints	10%
c. one right joint	5%
d. three left joints	10%
e. two left joints	7%
f. one left joint	3%
Toes	
a. all-one foot	13%
b. great-both joints	5%
c. great-one joint	3%
Shortening of leg by at least 5cm	10%
Major Burns	25%

If the Insured Person is left-handed the percentage for the various disabilities of the right hand shall be transposed



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Loss of a Limb or member or part thereof shall mean loss by actual physical severance or total and permanent loss of use

In the event of the loss or permanent loss of use of more than one of the a forementioned members or organs the percentages payable shall be aggregated but the total sum payable shall in no case exceed 100% of the maximum limit under Item 2 of the Schedule

When a limb or organ which was partially useless prior to an accident covered under this Policy becomes completely useless as the result of such accident the amount payable shall be equivalent only to the loss occasioned by the accident. No payment however shall be made in respect of the Loss of a Limb or organ which was useless prior to the accident

Where any permanent partial disablement not specified above the Company shall adopt a percentage of disability which in their opinion is consistent with the above scale

Extension

The cover by this Policy is expressly extended to include:

- a. drowning
- b. gassing
- c. poisoning
- d. exposure

If by reason of an accident covered by this Policy the Insured Person is unavoidably exposed to the elements and as a result of such exposure suffers Death or Disablement for which benefit is otherwise payable hereunder such Death or Disablement shall be covered under the terms of this Policy

- e. disappearance

If the body of the Insured Person has not been found within one year of the disappearance sinking or wrecking of the conveyance in which the Insured Person was travelling as a fare-paying passenger at the time of the accident it will be presumed that the Insured Person suffered Death resulting from Bodily Injury caused by an accident at the time of such disappearance sinking or wrecking and the Company shall forthwith pay the death benefit under this insurance provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the Company if the Insured Person is subsequently found to be living

ADDITIONAL BENEFITS

(Subject to the limits as shown in the Schedule)

1. IPA assistance Hotline

The Company has arranged for a 24-hour worldwide assistance service Inter Partner Assistance Hong Kong Limited (IPA) to assist the Insured in case of emergency abroad following accident, illness or loss.

The following services are also available before and during the journey:

Pre-trip travel Information

- visa requirements
- health advice for international travel
- exchange rate
- vaccination and immunisation requirements
- consulate and embassy contacts
- weather information
- airport taxes
- customs requirements
- language information
- banking days

During Your Journey

- medical advice, evaluation and referral
- emergency rerouting arrangement
- referral of lawyers and solicitors
- arrangement of interpreters and children escort
- transmission of urgent messages for medical reasons
- luggage retrieval

IPA shall not be held responsible for delays or failures in providing assistance caused by any strike, war, invasion, act of foreign enemies, armed hostilities, (regardless of a formal declaration of war), civil war, rebellion, insurrection, terrorism, political coup, riot and civil commotion, administrative or political impediments or radioactivity or acts of God or any other event of Force Majeure which prevents IPA from providing such assistance services.

24-Hour Emergency Hotline
+852 2851 2666

Please quote the Policy Number when you call

2. No claim Bonus

In the event of no claim being made or arising under this Policy during the preceding policy year the Benefits under Item 1, 2 and 3 of the Schedule shall increase automatically by 10% compounding over a five year period without payment of any additional premium but subject always to the maximum limits of the relevant items stated in the Schedule

Should a claim happen in any one Period of Insurance the Benefit at next renewal shall remain or revert to the initial sum when the policy was first effected

No refund in premium shall be made to the Insured who by any reason whatsoever does not require this increase in cover

It is agreed that, regardless of any contributory cause(s), this No Claim Bonus does not apply to any claim(s) in any way caused or contributed to by an act of terrorism.

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 ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

3. Double Indemnity

- a. Indemnity provided under Item 1, 2, 3 or 5 of the Schedule shall be doubled (not applicable to disablement less than 100%) if Bodily Injury is resulting from the Insured Person
 - i) travelling as a regular fare-paying passenger in any public common carrier licensed to carry passengers for hire or
 - ii) being attacked by shark
- b. If all the Insured Person's children are below 18 years of age the amount payable under Item 1 shall be doubled in the event of death to both the Insured Person and his spouse

No benefit shall be made under more than one of Items (a) and (b) in respect of any one accident or period of insurance

The amount payable under this section shall be applied to the benefits to which the Insured is entitled under the No Claim Bonus section subject always to the Aggregate Maximum Limit per policy and in any one period of insurance as stated in the Schedule

It is agreed that, regardless of any contributory cause(s), this Double Indemnity does not apply to any claim(s) in any way caused or contributed to by an act of terrorism.

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 ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

4. Free cover for Insured Person's spouse

The Policy is extended to cover the Insured Person's spouse in respect of Item 1, 2 or 3 provided that the Insured Person's spouse shall observe fulfil and be subject to the terms conditions and exceptions of this Policy in so far as they can apply

The additional benefits provided under the No Claim Bonus and Double Indemnity section shall not apply to this Extension

5. Hospitalisation allowance (additional cover to Item 5 Medical Expenses if insured)

In the event of hospitalisation occasioned by an accident covered under this Policy a daily allowance shall be payable subject to the period of hospitalisation being more than three consecutive days

6. Bonesetters' Fees (additional cover to Item 5 Medical Expenses if insured)

This Policy is extended to cover bonesetters' fees necessarily incurred provided the detailed accounts relating to such expenses are submitted to the Company No payment shall be made in the absence to the need for such bonesetting treatment



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Part III - GENERAL EXCEPTIONS

The Company shall not be liable in respect of Bodily Injury resulting directly or indirectly from:

1. war invasion act of foreign enemy or hostilities whether war be declared or not civil war mutiny rebellion revolution insurrection military or usurped power riot or civil commotion
2. pregnancy or childbirth
3. the Insured Person
 - a. being under the influence of intoxicants or drugs (unless under medical supervision)
 - b. committing or attempting to commit suicide or intentionally inflicting self-injury
 - c. flying or taking part in any other aerial activities except whilst travelling as a passenger in an aircraft and not as pilot or aircrew nor for the purpose of any trade or technical operation in or on the aircraft
4. the Insured Person engaging in
 - a. racing of any kind (other than on foot or whilst sailing on inland or territorial waters)
 - b. mountain or rock climbing necessitating the use of ropes or guides
 - c. winter sports (other than skating)
 - d. diving using breathing apparatus
 - e. any sports in a professional capacity
 - f. parachuting, ballooning, bungi-jumping or hanggliding
 except and insofar as the Company have by endorsement agreed to extend this insurance.
5. a cause which operates gradually to affect the Insured Person
6. sickness or disease or any physical or mental defect or infirmity which was known to the Insured or the Insured Person at the time of the occurrence of Bodily Injury unless it had been declared to and accepted in writing by the Company
7. or attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/ or mutant derivative or variations thereof however caused
8. The Company shall not be liable in respect of Bodily Injury directly or indirectly caused by or arising from or in consequence of or contributed to by
 - a. nuclear weapons material
 - b. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and solely for the purpose of this General Exception 8b combustion shall include any self-sustaining process of nuclear fission
9. It is agreed that, regardless of any contributory cause(s), this insurance does not cover any claim(s) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

For the purpose of this Exclusion 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 ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Part IV - GENERAL CONDITIONS

1. **Observance of Policy Terms**
The liability of the Company shall be conditional on the Insured/Insured Person observing the terms of this Policy
2. **Interpretation**
This Policy and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of the Policy or of the Schedule shall bear such meaning wherever it may appear
3. **Change of Name Residence Occupation or Health**
The Insured Person shall give notice immediately to the Company of any change in his name residence business or occupation and of any sickness or disease or physical or mental defect or infirmity affecting himself of which he has or should have become aware

4. **Insured is the Absolute Owner**
The Company shall be entitled to treat the Insured as the absolute owner of the Policy and shall not be bound to recognise any equitable or other claim to or interest in the Policy
5. **Claims Procedure and Requirements**
In the event of an occurrence giving rise to or likely to give rise to a claim under this Policy:
 - i) the Insured or his legal personal representatives shall give written notice to the Company as soon as reasonably possible and shall provide without expense to the Company all certificates reports evidence information or assistance that the Company may reasonably require
 - ii) the Insured Person shall act upon medical or surgical advice as soon as practicable and submit to medical examination at the Company's expense as often as they require
 - iii) reasonable notice shall be given to the Company before interment cremation or the holding of any inquest enquiry or proceedings concerning the Death of the Insured Person
6. **Discharge of liability**
Any receipt or discharge which the Insured or his legal personal representatives may give to the Company for any benefit or compensation under this Policy shall be deemed a final and complete discharge of all liability of the Company in respect of all Bodily Injury resulting to the Insured Person in consequence of the accident whether resulting before or after the date of such receipt or discharge
7. **Policy cancellation**
The Insured may cancel this Policy by giving the Company written instructions, the Insured will then receive a refund premium based on a customary short term premium subject to minimum gross premium of this Policy of HK\$500. The Company may cancel the Insured's Policy by writing to the Insured's last known address confirming that all cover will cease seven days after the date of the letter, the Insured will then receive a refund premium on a pro-rata basis.
8. **Insurers not obliged to renew**
There shall be no obligation on the Company to accept any renewal nor to give notice that renewal of the Policy is due nor shall the cover be continued after the year of insurance in which the Insured Person attains the age of 65 years
9. **Arbitration**
All differences arising out of this Policy shall be determined by Arbitration in accordance with the prevailing Arbitration Ordinance. If the parties fail to agree upon the choice of Arbitrators or Umpires then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained
10. **Sanction Clause**
The Insurer shall not be deemed to provide cover nor be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the 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.
11. **Rights of Third Parties Clause**
Save for any person or entity expressly conferred a benefit under this policy, no person or entity who is not a party to this policy has any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce any obligation or to receive any benefit or remedy under this policy. The consent of any third party is not required for any variation (including any release or compromise of any liability under) or termination of this policy.



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ADDITIONAL CLAUSES AND WARRANTIES

Memorandum 1

The Insurance under the DEATH item of this Policy is effected under Section 13 of the Married Persons Status Ordinance Cap. 182 of Hong Kong for the absolute benefit of the beneficiary as stated in the Schedule.

Memorandum 2

Notwithstanding anything contained in the within Policy to the contrary, it is hereby

declared and agreed that at the request of the Insured any compensation payable under the within Policy in respect of the Death of the Insured Person shall be for the express benefit of the beneficiary as stated in the Schedule.

It is further declared and agreed that the form of receipt signed by the Insured's legal personal representatives shall be given and accepted as a full and sufficient Discharge to the Company in respect of any such payment made.

Subject otherwise to the terms, conditions, limitations and exceptions of the within policy.

Making a Claim

Should you wish to make a claim, you are highly recommended to follow the below advice for speedy settlement.

1. In case of any claim, call our Claims Hotline at +852 2968 3221 during our office hours as soon as possible.
2. Obtain a claim form from us without delay. Complete and return it together with your invoices/receipts.
3. If medical attention is received for bodily injury, you should, if possible, obtain receipts for all payments made plus a 'Medical Certificate' showing the nature of the injury.

Notice of Personal Information Collection

Any person from whom the company has collected personal information shall have the right to enquire the purpose of using the information, the right of access to and the right to request correction of the personal information concerning themselves. Such request can be made to the Compliance Officer of the company via, mail to 22/F One Island East, Taikoo Place, 18 Westlands Road, Quarry Bay, Hong Kong or fax to +852 2968 5111, or email to hkcompliance@awac.com



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PERSONAL INFORMATION COLLECTION STATEMENT

Purpose of Collection

Allied World Assurance Company, Ltd ("Allied World") may collect and use your personal data to enable it to carry on its insurance business and to serve the purposes of:

- Processing your insurance application;
- Arranging a contract of insurance with you and administering the policy issued;
- Claims handling, investigation and analysis;
- Designing products and/or services for customers;
- Promoting, improving and furthering the provision of products and/or services by Allied World and its group companies; and
- Complying with any legal or regulatory requirements applicable to Allied World.

In general it is voluntary for you to provide Allied World with your personal data. However, if you do not provide sufficient information, Allied World may not be able to provide insurance services to you.

Transferee

Data held by Allied World relating to you will be kept confidential but Allied World may, for the purposes set out above, transfer your personal data to:

- Allied World's group companies;
- Reinsurers;
- intermediaries including insurance brokers and insurance agents;
- claims investigators, loss adjusters and other professional advisors;
- Allied World's other appointed service providers, including for the following services: telecommunications, information technology, administration, data processing, payment processing, emergency assistance, legal, and medical;
- any insurance industry association or federation and their respective members; and
- any other person necessary to comply with applicable legal or regulatory requirements, or orders of competent authorities,

in each case both within and outside of the Hong Kong Special Administrative Region.

Marketing and Promotion

Treating you as a valued customer, Allied World and its group companies may use the personal data, including name and contact details, collected from you for the purposes of direct marketing of Allied World and its group companies' general insurance products, services or offers and for sending you the promotional materials or updates of such products, services or offers when they become available.

Allied World may not use your personal data for direct marketing if you have indicated objection to such use by ticking the box next to the statement above the proposer's signature block in the proposal form. You may also, at any time, request Allied World to cease the use of your personal data for direct marketing purposes, by informing Allied World's Compliance Officer at the contacts set out below.

Access Requests and Corrections

You have the right to obtain access to and to request correction of any personal information concerning yourself held by Allied World. Requests can be made to the Compliance Officer of Allied World Assurance Company, Ltd by mail to 22/F One Island East, Taikoo Place, 18 Westlands Road, Quarry Bay, Hong Kong or fax to +852 2968 5111, or email to hkcompliance@awac.com.

個人資料收集聲明

資料收集目的

Allied World Assurance Company, Ltd 世聯保險有限公司(「本公司」)可能收集並使用閣下的個人資料，作為營運其保險業務及下列目的之用：

- 處理閣下的保險申請；
- 安排保險合約及管理已發出的保單；
- 索償處理、調查及分析；
- 為客戶設計產品或服務；
- 推廣、改善及進一步提供本公司及其集團公司的產品、服務；及
- 遵守適用於本公司的法律或規則要求。

一般而言，閣下向本公司提供個人資料屬自願性質。如閣下未能給予足夠的資料，本公司可能無法提供所需保險服務。

資料轉移

本公司持有的客戶資料將予保密，但本公司可能會把閣下的個人資料提供給下列各方作上述用途：

- 本公司的集團公司；
- 再保險公司；
- 中介人包括保險代理人及保險經紀；
- 索償調查者、公證行及其他專業顧問；
- 本公司其他指定服務提供者，提供包括以下服務：電訊、資訊科技、行政、數據處理、付款處理、緊急援助、法律及醫療；
- 任何保險業組織或聯會及其成員；及
- 任何必要人士以符合任何相關的法律或規則要求，或監管機構之命令，

以上各項適用於香港特別行政區境內及境外。

市場推廣

貴為本公司的重要客戶，本公司及其集團公司可能會透過閣下所提供的個人資料如姓名及聯絡方法，向閣下推廣本公司及其集團公司的一般保險產品、服務或優惠，及為閣下提供該等產品、服務或優惠的市場推廣資料和最新消息。

如閣下已於投保書勾選位於投保人簽署上方的空格表示不願接收任何市場推廣資料和最新消息，本公司將不會使用閣下的個人資料作直接推廣用途。閣下亦可隨時要求本公司停止使用閣下的個人資料作直接推廣用途。屆時請按照下述聯絡方式通知本公司的條例事務主任。

資料查閱要求及更改

閣下有權要求查閱及更改本公司所持有的任何有關您之個人資料。有關申請可循下列途徑向本公司之條例事務主任提出：

郵寄至香港鰂魚涌太古坊華蘭路18號港島東中心22樓，或傳真至+852 2968 5111，或電郵至hkcompliance@awac.com