



# EMPLOYEES' COMPENSATION INSURANCE POLICY

# EMPLOYEES' COMPENSATION INSURANCE

Please read this policy carefully and see that it meets your requirements

## INSURING CLAUSE

**Whereas** the Insured carrying on the Business by a Proposal and Declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Company for the insurance herein contained and has paid or agreed to pay the Premium specified herein as consideration for such insurance

**Now this policy witnesseth** that if any Employee in the Insured's immediate employ shall sustain bodily injury or death by Accident occurring or Disease contracted during the Period of Insurance and arising out of and in the course of his employment by the Insured in the Business

**The company will** subject to Policy Limit of Indemnity and to the terms exceptions and conditions contained in or endorsed on this Policy (all of which are hereinafter collectively referred to as "the Terms of this Policy") indemnify the Insured against his legal liability in respect of such bodily injury or death under the Ordinance and independently of the Ordinance to pay compensation and damages and claimant's costs and expenses and also indemnify the Insured against costs and expenses incurred by or on behalf of the Insured with the Company's written consent in connection therewith

**Provided that** in the event of any change to the Ordinance during or subsequent to the Period of Insurance altering the legal liability of the Insured under the Ordinance the liability of the Company under this Policy shall be limited to such sums as the Company would have been liable to pay if the Ordinance had remained unaltered

FURTHER PROVIDED THAT:

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

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

**The company will also** in the event of the death of the Insured indemnify the Insured's legal personal representatives in the Terms of this Policy in respect of liability incurred by the Insured provided that such legal personal representatives shall as though they were the Insured observe fulfill and be subject to the Terms of this Policy in as far as they can apply.

## DEFINITIONS

For the purposes of this Policy:

- (a) "Accident" means an accident or a series of accidents arising out of one event.
- (b) "The Business" means the usual work and activities carried on by the Insured pertaining to his business as specified in the Schedule and no others.
- (c) "The Company" means Allied World Assurance Company, Ltd
- (d) "The Company's Indemnity" means indemnity provided under this Policy including costs and expenses incurred by or on behalf of the Insured with the Company's written consent.
- (e) "Disease" means a disease contracted by an Employee of the Insured as a result of his exposure to the nature of his employment with the Insured. Such exposure may extend over a period of time and part of which period may fall outside the Period of Insurance under this Policy.
- (f) "Earnings" means all gross wages salaries remunerations commissions bonuses overtime termination payments allowances and the like directors' fees or other benefits whether at piecework rates or otherwise and whether paid in cash or in kind by the Insured to his Employees.
- (g) "Employee" has the same meaning as assigned to that expression in the Ordinance.
- (h) "The Insured" means only the person or persons specified as such in the Schedule and no others.
- (i) "Noise-Induced Deafness" has the same meaning as assigned to that expression in the Occupational Deafness (Compensation) Ordinance (Chapter 469 of the laws of Hong Kong).
- (j) "The Ordinance" means the Employees' Compensation Ordinance (Chapter 282 of the laws of Hong Kong).
- (k) "Pneumoconiosis" and "Mesothelioma" have the same meaning as assigned to those expressions in the Pneumoconiosis and Mesothelioma (Compensation) Ordinance (Chapter 360 of the laws of Hong Kong).

- (l) "The Policy" means this Employees' Compensation Insurance Policy the Schedule and any memoranda and endorsements contained herein or endorsed hereon which shall be read together as one document and any word or expression to which a specific meaning has been assigned shall bear such meaning throughout.
- (m) "The Proposal and Declaration" means any signed proposal form and declaration and any information supplied by or on behalf of the Insured in addition thereto or in substitution therefor.
- (n) Unless the context otherwise requires, words and expressions importing the masculine gender also include the feminine and neuter genders and words and expressions in the singular include the plural and words and expressions in the plural include the singular.

## **POLICY LIMIT OF INDEMNITY**

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

## **JURISDICTION CLAUSE**

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

## **EXTENSIONS**

Worldwide Cover for Commercial Visits by other than Manual Staff

Notwithstanding Exception d, this Policy extends to cover worldwide if any member of the executive managerial or sales staff who is normally engaged in the immediate service of the Insured in Hong Kong sustains bodily injury arising out of and in the course of such service involving a commercial visit elsewhere

Provided always that under this extension the cover hereunder shall not apply to manual working assignments abroad

Subject otherwise to the Jurisdiction Clause and the Other Terms of this Policy.

## EXCEPTIONS

The Company shall not be liable under this Policy in respect of:

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

## AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

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

## INSURANCE PREMIUM

- (a) Prior to the commencement of the Period of Insurance, the Insured shall supply the Company with a declaration estimating the Earnings of the Employees employed in the Business during the Period of Insurance (which declaration is referred to herein as "the Estimated Earnings Declaration") on the basis of which a deposit premium becomes payable to the Company.
- (b) The Insured shall within ninety (90) days after the expiry of the Period of Insurance or upon cancellation of the Policy supply the Company with a completed Premium Adjustment and Declaration of Earnings Form stating the actual Earnings of Employees and provide the relevant supporting documents during the Period of Insurance (which declaration is referred to herein as "the Actual Earnings Declaration"). If the actual Earnings shall differ from the estimated Earnings the difference in premium shall be met by a further proportionate adjustment premium to be paid to the Company or by a premium refund to the Insured as the case may be.
- (c) It is hereby declared that the Premium payable by the Insured in consideration of the indemnity provided under this Policy is the sum of the deposit premium and the adjustment premium calculated pursuant to paragraphs (a) and (b) hereof.
- (d) The name Hong Kong Identity Card number class of employment and Earnings of every Employee of the Insured employed in the Business from time to time during the Period of Insurance shall be properly recorded by the Insured and retained in a safe place so that a record exists of all persons who are Employees of the Insured for the purposes of this Policy and the Insured shall at all reasonable times allow the Company to inspect and obtain copies of such records.
- (e) If the Insured fails to cooperate with the Company in submitting the completed Premium Adjustment and Declaration of Earnings Form, without prejudice to any other rights of the Company, the Company shall retain the discretion not to renew this insurance upon expiry of the Policy.

## CLAIMS SETTLEMENT CONDITIONS

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

The Insured shall also give the Company notice in writing immediately the Insured becomes aware of any intention to prosecute the Insured any impending prosecution inquest or fatal inquiry in connection with any occurrence which may give rise to a claim under this

Policy. Every letter claim writ summons and process shall be forwarded to the Company immediately on receipt.

- (b) **Claims Control by the Company.** The Company shall be entitled upon notice to the Insured to take over and conduct in the Insured's name the defence or settlement of any claim demand or proceedings against the Insured. In that event:
  - (i) the Insured shall provide all such information and assistance including the latest earnings of all employees duly certified as being correct by an independent auditor and forward all such documents and other records to the Company for the conduct of such claim demand or proceedings as the Company in its discretion may from time to time require; and
  - (ii) the Insured shall not without the written consent of the Company incur any expenditure in connection with any such claim demand or proceedings or make any payment admission offer or enter into any settlement whatsoever.
- (c) **Claims Payments by the Insured.** Where the Insured pays all or any part of a claim for which he is liable and for which indemnity is provided by this Policy the Insured shall obtain duly witnessed signed receipts for such payments and shall retain in a safe place all such signed receipts and records and documents relating to such payments and the Insured shall at all reasonable times allow the Company to inspect and obtain copies of such records and documents.
- (d) **Other Insurance.** If at the time a claim is made by the Insured under this Policy there is any other insurance covering the same liability the Company shall not be liable to pay or contribute more than its ratable proportion of any such claim and costs and expenses in connection therewith.
- (e) **Waiver of Claims.** The Insured shall not become a party to any agreement the effect of which is that the Insured waives any claim which the Insured would otherwise have against any person in respect of or arising out of any occurrence resulting in liability on the part of the Insured for which indemnity is provided by this Policy or whereby any such claim is limited or qualified in any way.
- (f) **Subrogation.** The Company shall be entitled at its sole discretion to prosecute in the name of the Insured any claim for damages costs indemnity contribution or otherwise against any person who may be liable to the Insured in respect of any liability on the part of the Insured for which indemnity is provided by this Policy and shall have full discretion in the conduct of any such proceedings and in the settlement of any such claim. The Insured shall give all such information and assistance as the Company may from time to time require and execute any necessary documents for the purpose of vesting such rights in the Company. Any moneys recovered pursuant to the exercise of such rights shall be applied firstly for the benefit of the Company to the extent of the amount paid by the Company in respect of any claim including any costs and expenses paid or incurred by the Company and costs and expenses incurred in prosecuting such recovery action.

## GENERAL CONDITIONS

- (a) **Notices.** Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company and in the case of notice or communication to the Insured to his address specified in the Schedule.
- (b) **Precautions.** The Insured shall take all reasonable precautions to prevent Accidents and Diseases and shall comply with all relevant statutory requirements and obligations including but not limited to the provisions of the Factories and Industrial Undertakings Ordinance (Chapter 59 of the laws of Hong Kong) and any Regulations Rules or Notices issued made or promulgated thereunder.
- (c) **Changes in Risk.** The Insured shall immediately notify the Company in writing of any material change in the risk insured hereunder made by the Insured or any other person during the Period of Insurance including but not limited to:
  - (i) any merger with or acquisition of another company or business;
  - (ii) the Insured or any subsidiary or holding company of the Insured being placed in voluntary liquidation receivership or liquidation or entering into a composition with its creditors or being unable to pay its debts from its own resources; or
  - (iii) any material change in the nature of the Business or in the number of the Insured's Employees.
- (d) **Right of Inspection.** The Company shall have the right and opportunity at all reasonable times to inspect the works machinery plant and appliances used in the Business.
- (e) **Assignment.** No assignment of interest under this Policy shall bind the Company unless the written consent of the Company is first obtained and endorsed hereon.
- (f) **Cancellation.** This Policy may be cancelled by the Company or the Insured by written notice of cancellation from one party to the other. Cancellation shall take effect seven (7) days after the date of posting the notice of cancellation and in such event the Premium shall be adjusted in accordance with the provisions of "Insurance Premium".
- (g) **Arbitration.** All differences arising out of this Policy shall be determined by arbitration in accordance with the Arbitration Ordinance as amended from time to time. If the parties fail to agree upon the choice of the arbitrator, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

- (h) **Governing Law.** This Policy is subject to the exclusive jurisdiction of Hong Kong and is to be construed according to the laws of Hong Kong.
- (i) **Sanction Clause.** The Company 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 Company to any sanction, prohibition or restriction in any applicable jurisdiction.
- (j) **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.

## IMPORTANT NOTICE

The Employees' Compensation Ordinance requires an employer to take out an insurance policy covering ALL employees engaged in his business with a Minimum Amount of insurance coverage. The Insured should ensure that this Policy complies with the Ordinance requirements. A subsequent change in number of employees may result in a higher amount of insurance coverage being required under the Ordinance. In this event, the Insured should consult the Company immediately.

## GUIDELINE FOR MAKING A CLAIM

Claims Procedure follows that required by the Employees' Compensation Ordinance on which your insurance is based

### Employees' Compensation Ordinance Requirements

- 1 Under the Ordinance the employer is required to report to Labour Department any work-related accident which:-
  - (i) resulting in sick leave for a period of not more than 3 days by means of a Form 2B immediately following the accident or within 14 days of the occurrence & / or
  - (ii) if the period of sick leave subsequently exceeding 3 days the notice should be given by Form 2 within 14 days after the employer is informed of the longer period of sick leave
- 2 For minor injuries resulting in no permanent incapacity and involving sick leave of more than 3 days but not exceeding 7 days agreement of compensation can be made between the employer and the employee direct and the amount of compensation to be stated in 'Part II' of the Form 2 shall be calculated as:-  
  
Average daily wages x no. of sick leave days x 4/5
- 3 For injuries which involve sick leave of more than 7 days &/or permanent incapacity medical assessment on the extent of injury will be required Thereafter Labour Department will issue a Certificate of Assessment (Form 7) to be followed by a Certificate of Compensation Assessment (Form 5) to the employer if the degree of permanent incapacity is not more than 5%
- 4 For injuries which involve permanent incapacity of more than 5% Labour Department will arrange for the employer and the employee to complete an Agreement Form based on the Certificate of Assessment which shall be submitted to the Commissioner for Labour for approval
- 5 If any of the information shown on the Form 7 or Form 5 is not correct employer can file an appeal within 14 days Otherwise the employer is required to pay the compensation within 21 days after the date of approval failing which employer is liable to pay a late payment surcharge

### Claims Procedure

- 1 You must let us have a copy of the Form 2/2B as notification of the claim at the same time While the employee is taking sick leave you just obtain original copies of the relevant sick leave certificates and submit to us for record
- 2 Upon receipt of the duly completed Form 2/2B and original sick leave certificates we shall cross check the calculation and send you an 'Agreement' to be signed by both the employer and the employee When the signed 'Agreement' is received we shall effect payment
- 3 Upon receipt of the Form 7 & Form 5 please send us the original copies for settlement
- 4 Upon receipt of the Form 7 and the approved Agreement please send us the original copies for settlement
- 5 The insurance policy does not cover any late payment surcharge therefore you are advised to pay the compensation to your employee as soon as possible We shall then reimburse you upon receipt of all the required documents

You are advised to contact our Claims Hotline if you have any query (Tel No. 2968 3221)

Underwritten by 承保公司：

Allied World Assurance Company, Ltd 世聯保險有限公司 (Incorporated in Bermuda with limited liability)

SP-EC0324PJ

## **Personal Data Information Collection Statement (PICS)**

### **Purpose of Collection**

Allied World Assurance Company, Ltd (Hong Kong Branch) (collectively with the other subsidiaries of Allied World Assurance Company Holdings, Ltd, "Allied World") may collect and use your personal data for the purposes of conducting its insurance business, including:

so that we can provide you with and manage insurance products and services, including to consider and process your application; to vary, cancel or renew your insurance; to deal with and/or process any claims under your policy, including settlement, and to conduct necessary investigations; to complete due diligence and background checks that are either required by law or regulation or have been put in place by Allied World; to respond to your queries and administer your policy, including correspondence with you; to investigate fraud, misconduct or any unlawful act or omission in relation to your policy; so that we can comply with legal obligations; for research and statistical purposes; for marketing (including, where permitted by law, direct marketing) of other services provided by us; and/or any purpose directly related to the above.

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.

### **Potential Transferees**

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:

other insurers; reinsurers; intermediaries; insurance associations, federations or similar organisations; related companies; our advisers, service providers and agents; external claims data collectors and verifiers; parties that have an insurance scheme in place under which you purchased your policy; parties involved in claims investigation and management; government and statutory agencies; and/or as otherwise required or allowed by law, 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 will not use your personal data for direct marketing if you have indicated objection to such use by ticking the opt-out box on 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 contact information set out below.

### **Access Requests and Corrections**

You have the right, subject to applicable law, to request access to and correction of any personal data concerning yourself held by Allied World. Requests can be made to the Compliance Officer of Allied World Assurance Company, Ltd, by mail to Suite 2201, 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](mailto:hkcompliance@awac.com).

## 保險理賠手續指引

本公司之賠償手續基本上以本港僱員賠償法例為根據

### 僱員賠償法例

1. 法例規定，如僱員因工受傷而導致不能工作，僱主必須

- i) 填寫表格2B通知勞工處有關任何導致僱員喪失工作能力不超過三天的意外，該通知必須於意外發生後十四天內發出。
- ii) 如僱員的病假超過三天，僱主須於意外發生後十四天內以表格2呈報勞工處，如果病假需要延長超過三天，則於獲悉病假延長後十四天內以表格2通知勞工處（表格2/2B可在各勞工處或政務處索取）。

2. 如意外受傷之僱員獲醫生批准之病假超過三天但少於七天，而該僱員亦未因意外而蒙受永久性喪失工作能力，僱主可與僱員自行達成賠償協議，並將協定賠償額填報於表格2之第二部，以呈報勞工處作記錄，賠償計算方法如下：

平均每日收入 X 病假日數 X 4/5

3. 如僱員獲醫生批准之病假多於七天，或該僱員蒙受永久性喪失工作能力，勞工處會安排僱員接受評估委員會評估，如評估之永久性喪失工作能力少於百份之五，勞工處會先後發出一份評估證明書（表格七）及一份評估補償證明書（表格五）

4. 如僱員蒙受永久喪失工作能力多於百份之五者，勞工處會於發出表格七後，安排僱主及僱員簽訂僱主及僱員協議書，然後呈交勞工處作批閱。

5. 如僱主對表格七或表格五之內容不贊同，必須於該表格之簽發日期起計十四天內提出反對，否則，僱主須於廿一天內按批准之賠償款項支付僱員，如有過期支付，僱主須另繳延遲附加費給予僱員。

### 本公司之保險賠償手續

1. 投保人（僱主）必須立刻呈交表格2/2B之副本到本公司，作為書面通知。僱員受傷休假期間，投保人必須向受傷僱員索取醫生病假證明書之正本，然後立刻呈交本公司作記錄。

2. 當本公司接到表格2/2B之副本及有關之病假證明書之正本，本公司會核對賠償款項及發出一份協議信，由僱主與僱員雙方簽署，作為依據賠償。

3. 投保人必須將收到之表格七及表格五，立即呈交正本與本公司，作為依據賠償。

4. 投保人必須將收到之表格七及勞工處批准之僱主與僱員協議書立即呈交正本與本公司，作為依據賠償。

5. 本公司保單概不負責延遲附加費及任何罰款，因此，投保人必須盡快支付賠償額給僱員，本公司會在接獲有關文件後，儘速辦理。

投保人如遇到任何疑問，請即致電本公司理賠熱線：**2968 3221**查詢。



## 個人資料資訊收集聲明 ( PICS )

### 收集目的

Allied World Assurance Company, Ltd 世聯保險有限公司 ( 香港分行 ) ( 與 Allied World Assurance Company Holdings, Ltd 的其他子公司統稱「Allied World 世聯」) 為營運其保險業務之目的可能會收集和使用閣下的個人資料，包括：

以便本公司為閣下提供保險產品及服務並予以管理，包括考慮及處理閣下的保險申請；更改、取消或更新閣下的保險；應對及/或處理閣下保單的索賠，包括賠償及作出必要的調查；完成法律或法規要求或 Allied World 世聯實施的盡職審查和背景調查；回應閣下的查詢以及管理閣下的保單，包括與閣下通訊；調查與閣下保單相關的詐欺、不當行為或任何非法行為或不作為；以便本公司能遵守法律上的要求；用於研究和統計目的；用於營銷 ( 包括在法律允許的情況下直接促銷 ) 本公司提供的其他服務；及/或與上述直接有關的任何目的。

一般而言，向 Allied World 世聯提供個人資料屬自願性質。雖然如此，如閣下未能提供足夠資料，Allied World 世聯可能無法為閣下提供所需的保險服務。

### 潛在資料轉移

Allied World 世聯會確保持有的個人資料保密，但本公司可能會基於上述目的將閣下的個人資料轉移予：

其他保險公司；再保公司；中介機構；保險業組織、聯會或類似組織；關連公司；本公司的顧問、服務提供者和代理人；本公司以外的索賠資料收集者及核查人員；閣下於已設有保險計劃購買保單時的各方；參與索賠調查以及管理的各方；政府和法定機構；及/或任何相關的法律或規則要求或允許的人士。以上各項適用於香港特別行政區境內及境外。

### 市場推廣

閣下貴為 Allied World 世聯的尊貴客戶，本公司及其集團公司可能會透過閣下為直接促銷所提供的個人資料 ( 包括姓名及聯絡資料 )，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，以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。

若閣下已於投保書上選擇拒絕本公司利用閣下的個人資料進行直接促銷並表示不願接收任何市場推廣資料和最新消息，Allied World 世聯將不會使用閣下的個人資料作直接推廣用途。閣下亦可隨時透過下述聯絡方式通知本公司的合規主任並行使其選擇權拒絕本公司利用閣下的個人資料進行直接促銷。

### 查閱個人資料要求及更改個人資料

在符合適用法律的情況下，閣下有權要求查閱及更改 Allied World 世聯所持有任何有關閣下的個人資料。有關申請可循下列途徑向本公司的合規主任提出：郵寄至香港鰂魚涌太古坊華蘭路 18 號港島東中心 22 樓 2201 室，或傳真至+852 2968 5111，或電郵至 [hkcompliance@awac.com](mailto:hkcompliance@awac.com)。