



AXA General Insurance Hong Kong Limited  
5/F, AXA Southside, 38 Wong Chuk Hang Road,  
Wong Chuk Hang, Hong Kong  
☎ (852) 2523 3061  
☎ (852) 3160 4241  
✉ axagi@axa.com.hk  
🌐 www.axa.com.hk

## **TERMS AND CONDITIONS FOR ACCESS TO OR USE OF THE SYSTEM**

1. Access to or use of this system (the "**System**") is subject to the following Terms and Conditions. The access to or use of the System constitutes your agreement to be bound by all such Terms and Conditions without limitation or qualification. AXA General Insurance Hong Kong Limited ("**AXA**" or "**we**" or "**us**") reserves all rights to amend, modify, add, delete or revise in any way these Terms and Conditions and all materials and contents of the System, at any time. You are bound by such revisions and should periodically visit this page to review the current version to which you are bound. **IF YOU DO NOT AGREE TO ANY OF THESE TERMS AND CONDITIONS, PLEASE DO NOT USE OR ACCESS THE SYSTEM.**

Access to or use of the System shall be restricted to authorized intermediaries of AXA only. In addition to intermediaries, proposers are permitted, to a limited extent, access to and use of the System. For the purposes of these Terms and Conditions, the expression "**you**" shall mean an authorized intermediary of AXA or the proposer (as the case may be) authorized to access or use the System in accordance with the provisions herein contained. If you are engaged or employed by an AXA's authorized intermediary, by using or accessing the System, you hereby represent, warrant and undertake to AXA that you are acting for and on behalf of such AXA's authorized intermediary to accept all these Terms and Conditions.

### **(PARAGRAPHS 2 TO 5 BELOW APPLICABLE TO INTERMEDIARIES ONLY)**

#### **2. REPRESENTATION, WARRANTY AND INDEMNITY**

- a. In using the System to apply for insurance for and on behalf of your customer (i.e. the proposer), you hereby represent and warrant to AXA that you are acting as the amanuensis and agent of the proposer, and not as agent of AXA. You hereby represent and warrant to AXA that you are duly authorized by the proposer to apply for insurance for and on behalf of the proposer.
- b. You confirm that you shall ensure all details ("Details") submitted by you in the System are given to you by your customer and you have submitted the Details correctly according to the information provided by your customer. You agree to indemnify AXA and to hold AXA harmless against all actions, claims, proceedings, losses, damages, costs and expenses which may be brought against AXA or suffered or incurred by AXA and which shall have arisen directly or indirectly out of or in connection with any incorrect Details as alleged by the customer.

#### **3. SECURITY**

- a. As an intermediary of AXA, you shall act with integrity and professionalism at all times. You are aware that AXA is entrusted with confidential information relating to customers and you are, in turn, entrusted with such information, as well as information relating to our business and operations which may come to your knowledge in the course of business. You hereby agree that in the event that you and/or any of your authorized personnel shall, by act or omission, commit any breach of confidentiality, whether arising out of or in connection to fraud, misconduct, negligence or otherwise, you may be subject to various sanctions, including but not limited to, criminal or civil liabilities and/or termination of your agreement with us.

- b. You shall ensure that access to or use of the System and its information and contents are limited to authorized personnel only, and such access to or use of the System and its information and contents shall be on a "need-to-know" basis, so that confidentiality and privacy are maintained.
- c. You shall ensure that the information and contents in the System are accessed, modified or edited only by authorised personnel, thereby maintaining the integrity of information.
- d. Your user identification(s) and password(s) are personal to you. However, we are aware that for administrative reasons, your user identification(s) and password(s) may be disclosed to persons under your employment. In that regard, you shall ensure that your user identification(s) and password(s) are disclosed only to authorized and fit and proper personnel. Notwithstanding the generality of the foregoing, you shall be fully responsible and liable for all activities and/or transactions carried out using your user identification(s) and password(s).
- e. You shall notify us immediately if you suspect that your user identification(s) and password(s) have been used in an inappropriate manner and/or any of the information contained on the System may be or have been compromised.
- f. You are responsible for protecting the information contained on the System that is within your purview. In the event that inappropriate activities and/or transactions occur under your account, whether with or without your knowledge, including any loss of information, inaccuracies, inappropriate modifications or disclosures thereof to anyone who lacks the authorisation or exceeds his scope of authorization, you shall be personally liable for any loss, damage, claims and/or expenses arising out of or in connection to such inappropriate activities and/or transactions.

#### **4. RESTRICTIONS**

- a. The System shall be used for business purposes only and you should have no expectation of privacy associated with the information you store in or send through the System.
- b. You may print but shall not post, reproduce or redistribute the information contained on the System without our prior written permission.
- c. You shall not permit external parties, including without limitation, any applicants for insurance, past or present policyholders or insured persons, any access to or use of the System. You further undertake to keep strictly confidential and not to disclose any information herein contained, save as permitted hereunder or in furtherance of the objectives of the System in respect to the transmission of quotations, proposal forms, policy schedules, certificates of insurance, tax invoices, debit notes and renewal notices to customers.
- d. You shall ensure that documents issued through the System accord with the applicable written contract between you and us that sets forth the terms and circumstances under which such documents are to be issued.  
Without prejudice to the generality of the preceding paragraph, documents issued through the System shall accord with the relevant insurance terms and conditions mutually agreed between you and us, in respect of the terms of issuance of documents, including but not limited to, quotations, and/or cover notes. Such written contract must remain in-force on the date of issuance of these documents.

#### **5. INPUT CREDIT CARD INFORMATION**

If you input any credit card information of customers, you represent, warrant and undertake that you have obtained customers' authorization to do so.

#### **6. COMMISSION DISCLOSURE**

**(THIS CLAUSE IS APPLICABLE ONLY IF YOU ARE A PROPOSER REFERRED BY A BROKER)**

The proposer understands, acknowledges and agrees that, as a result of the proposer purchasing and taking up the policy to be issued by AXA, AXA will pay the authorized insurance broker commission during the continuance of the policy including renewals, for arranging the said policy. Where the applicant is a body corporate, the authorized person who signs on behalf of the applicant further confirms to AXA that he or she is authorized to do so.

The proposer further understands that the above agreement is necessary for AXA to proceed with the application.

**(THIS CLAUSE IS APPLICABLE ONLY IF YOU ARE A BROKER)**

As the broker, by using the System you make the following declaration and confirmation to us (in the following paragraph, "I/We" refers to you, the broker, and the word "my/our" and "me/us" shall be construed accordingly):

"I/We refer to this application for the policy made by me/us on behalf of my/our client. As the insurance broker of my/our client, I/we hereby declare and confirm that I/we have disclosed to the client that I/we will receive a commission from AXA as a result of the client purchasing and taking up the policy to be issued by AXA. I/We further undertake that, if the client specifically asks for the amount of commission received by me/us, I/we shall disclose such an amount to the client. In any case, I/we hereby declare and confirm that I/we have obtained consent from the client on receiving commission from AXA."

**7. GENERAL**

- a. The System is not intended to be accessed or used by persons located or resident in jurisdictions, which restrict the distribution of information, by us. Such people are required to inform themselves and observe any relevant restrictions.
- b. By using the System, you expressly agree that such use is at your own risk. We assume no responsibility and shall not be held liable for any damage to your computer or any other equipment or property as a result of your access to, or use of, or browsing in this web site or downloading of any materials herein contained, including any viruses, malicious, destructive or corrupting code, agent, program or macros. We use reasonable endeavour to provide quality service, but cannot guarantee that our service will be uninterrupted or error-free, or that the service selected will reach the intended recipient. You acknowledge that you are fully aware and expressly agree that use of the System is subject to having all your activities on the System monitored and recorded by us.
- c. AXA is not responsible for the contents available on or the set-up of any other websites linked to the System (including but not limited to the payment gateway). Access to and use of such other websites is at your own risk and subject to any terms and conditions applicable to such access/use. By providing hyperlinks to other websites, AXA shall not be deemed to endorse, recommend, approve, guarantee or introduce any third parties or the service/products they provide on their websites. AXA is not a party to any contractual arrangements entered into between you and the provider of the external website unless otherwise expressly specified or agreed to by AXA.
- d. You should assume that all the materials and contents of the System including without limitation all marks, logos, names, icons and images are either the property of or used with permission by us. Accordingly, unless expressly allowed hereunder or on the System, you shall not copy, use, distribute or reproduce in any way whatsoever, such materials and contents without our prior written permission. The AXA Group does not warrant or represent that your use of materials displayed herein will not infringe on the rights of any third parties. **TAKE NOTE THAT** any unauthorized use is strictly prohibited and may violate the law, including without limitation, copyright laws, trademark laws, any laws of privacy and publicity and communications legislations, and may be subject to criminal and/or civil penalties.

- e. Whilst every care has been taken in preparing the information and materials contained in the System, such information and materials are provided “as is” without representation and/or warranty of any kind, either express or implied. In particular, no warranty or responsibility is assumed by AXA regarding non-infringement, security, accuracy, fitness for a purpose or freedom from computer viruses is given in connection with the information and material provided.
- f. Due to the nature of the internet, transactions/communication may be subject to interruption, transmission blackout, delayed transmission and incorrect data transmission. AXA is not liable for malfunctions in communications facilities not under its control that may affect the accuracy or timeliness of messages and transactions you send or receive.
- g. AXA explicitly disclaims any liability for loss, damage, cost or other expense which you or other person may incur as a result of any information provided by or using the System, to the extent that such liability is not excluded by law.
- h. Any product details contained within the System are for reference only. For terms, conditions and exclusions relating to the products, please refer to the policies. AXA will be happy to provide specimen of the policies upon request.
- i. All information contained in the System shall be used for reference only. You should not treat it as any advice given by AXA. AXA reserves the right to change any information of the System and/or these terms and conditions without prior notice.
- j. Email messages sent to AXA over the internet cannot be guaranteed to be completely secure. AXA is not responsible for any damages incurred by you if you send a message to AXA or if AXA sends a message or any documents to you over the internet.
- k. No information and materials contained in this online application should be regarded as an offer to sell or provide any recommendation. You should consult your own professional adviser before applying for any insurance.
- l. You are making the offer to apply for the insurance by submitting the online application through the System to us. The contract of insurance is concluded after we accept your online application and payment of the premium is made to us, despite you may not yet receive the insurance policy.
- m. If you make payment by credit cards, we or our payment gateway service provider (where applicable) will present your card transaction to an acquiring bank (such as Global Payments) to process any credit card sale slips or sales records despite the insurance products have not been actually shipped and/or performed. You agree to a delayed delivery of the insurance products in this regard.

## **8. PERSONAL INFORMATION COLLECTION STATEMENT AND OUR DATA PRIVACY POLICY**

### **a. Personal Information Collection Statement**

AXA General Insurance Hong Kong Limited (referred to hereinafter as the “**Company**”) recognises its responsibilities in relation to the collection, holding, processing, use and/or transfer of personal data under the Personal Data (Privacy) Ordinance (Cap. 486) (“**PDPO**”). Personal data will be collected only for lawful and relevant purposes and all practicable steps will be taken to ensure that personal data held by the Company is accurate. The Company will take all practicable steps to ensure security of the personal data and to avoid unauthorised or accidental access, erasure or other use.

Please note that if you do not provide us with your personal data, we may not be able to provide the information, products or services you need or process your request.

**Purpose:** From time to time it is necessary for the Company to collect your personal data (including credit information and claims history) which may be used, stored, processed, transferred, disclosed or shared by us for purposes (“**Purposes**”), including:

1. offering, providing and marketing to you the products/services of the Company, other companies of the AXA Group (“**our affiliates**”) or our business partners (see “**Use and provision of personal data in direct marketing**” below), and administering, maintaining, managing and operating such products/services;
2. processing and evaluating any applications or requests made by you for products/services offered by the Company and our affiliates;
3. providing subsequent services to you, including but not limited to administering the policies issued;
4. any purposes in connection with any claims made by or against or otherwise involving you in respect of any products/services provided by the Company and/or our affiliates, including investigation of claims;
5. detecting and preventing fraud (whether or not relating to the products/services provided by the Company and/or our affiliates);
6. evaluating your financial needs;
7. designing products/services for customers;
8. conducting market research for statistical or other purposes;
9. matching any data held which relates to you from time to time for any of the purposes listed herein;
10. making disclosure as required by any applicable law, rules, regulations, codes of practice or guidelines or to assist in law enforcement purposes, investigations by police or other government or regulatory authorities in Hong Kong or elsewhere;
11. conducting identity and/or credit checks and/or debt collection;
12. complying with the laws of any applicable jurisdiction;
13. carrying out other services in connection with the operation of the Company’s business; and
14. other purposes directly relating to any of the above.

**Transfer of personal data:** Personal data will be kept confidential but, subject to the provisions of any applicable law, may be provided to:

1. any of our affiliates, any person associated with the Company, any reinsurance company, claims investigation company, your broker, industry association or federation, fund management company or financial institution in Hong Kong or elsewhere and in this regard you consent to the transfer of your data outside of Hong Kong;
2. any person (including private investigators) in connection with any claims made by or against or otherwise involving you in respect of any products/services provided by the Company and/or our affiliates;
3. any agent, contractor or third party who provides administrative, technology or other services (including direct marketing services) to the Company and/or our affiliates in Hong Kong or elsewhere and who has a duty of confidentiality to the same;
4. credit reference agencies or, in the event of default, debt collection agencies;
5. any actual or proposed assignee, transferee, participant or sub-participant of our rights or business;
6. any government department or other appropriate governmental or regulatory authority in Hong Kong or elsewhere; and.
7. the following persons who may collect and use the data only as reasonably necessary to carry out any of the purposes described in paragraphs nos. 2, 3, 4 and 5 of the Purposes specified above: insurance adjusters, agents and brokers, employers, health care professionals, hospitals, accountants, financial advisors, solicitors, organisations that consolidate claims and underwriting information for the insurance industry, fraud prevention organisations, other insurance companies (whether directly or through fraud prevention organisation or other persons named in this paragraph), the police and databases or registers (and their operators) used by the insurance industry to analyse and check data provided against existing data.

For our policy on using your personal data for marketing purposes, please see the section below “**Use and provision of personal data in direct marketing**”.

Transfer of your personal data will only be made for one or more of the Purposes specified above.

### **Use and provision of personal data in direct marketing:**

The Company intends to:

1. use your name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data held by the Company from time to time for direct marketing;
2. conduct direct marketing (including but not limited to providing reward, loyalty or privileges programmes) in relation to the following classes of products and services that the Company, our affiliates, our co-branding partners and our business partners may offer:
  - a) insurance, banking, provident fund or scheme, financial services, securities and related products and services;
  - b) products and services on health, wellness and medical, food and beverage, sporting activities and membership, entertainment, spa and similar relaxation activities, travel and transportation, household, apparel, education, social networking, media and high-end consumer products;
3. the above products and services may be provided by the Company and/or:
  - a) any of our affiliates;
  - b) third party financial institutions;
  - c) the business partners or co-branding partners of the Company and/or affiliates providing the products and services set out in (2) above;
  - d) third party reward, loyalty or privileges programme providers supporting the Company or any of the above listed entities
4. in addition to marketing the above products and services, the Company also intends to provide the data described in (1) above to all or any of the persons described in (3) above for use by them in marketing those products and services, and the Company requires your written consent (which includes an indication of no objection) for that purpose;

Before using your personal data for the purposes and providing to the transferees set out above, the Company must obtain your written consent, and only after having obtained such written consent, may use and provide your personal data for any promotional or marketing purpose.

You may in future withdraw your consent to the use and provision of your personal data for direct marketing.

If you wish to withdraw your consent, please inform us in writing to the address in the section on “**Access and correction of personal data**”. The Company shall, without charge to you, ensure that you are not included in future direct marketing activities.

**Access and correction of personal data:** Under the PDPO, you have the right to ascertain whether the Company holds your personal data, to obtain a copy of the data, and to correct any data that is inaccurate. You may also request the Company to inform you of the type of personal data held by it.

Requests for access and correction or for information regarding policies and practices and kinds of data held by the Company should be addressed in writing to:

Data Privacy Officer  
AXA General Insurance Hong Kong Limited  
5/F, AXA Southside, 38 Wong Chuk Hang Road, Wong Chuk Hang, Hong Kong

A reasonable fee may be charged to offset the Company’s administrative and actual costs incurred in complying with your data access requests.

### **b. Our data privacy policy**

#### STATEMENT OF POLICY

The protection of privacy in relation to personal data is the concern of every person in AXA General Insurance Hong Kong Limited (referred to hereinafter as the “Company”). The Company respects personal data privacy and is committed to fully implementing and complying with the requirements under the Personal Data (Privacy) Ordinance

(Cap. 486) (“PDPO”). Personal data will be collected only for lawful and relevant purposes and all practicable steps will be taken to ensure that personal data held by the Company is accurate. The Company will take all practicable steps to ensure security of the personal data and to avoid unauthorized or accidental access, erasure or other use.

## STATEMENT OF PRACTICES

### Information collected when you visit our websites

When you browse this website, cookies will be stored in your computer’s hard drive. The purpose of using cookies is to facilitate the content display and successful redirection to the correct page upon your clicking on the changing banner. We do not collect or store any personal data from you under this circumstance. You have a choice not to accept the cookies, but if you do, certain functionality, i.e. banner redirection and certain content display may not be available.

### Statistics on visitors to our website

When you use this website, the Company will record your visit only as a “hit” and do not collect any information which identifies your personal identity until you in fact decide to buy any of our products. Our service providers make a record of your visit that includes but not limited to IP addresses (and domain names), the types and configurations of browsers, language settings, geo-locations, operating systems, previous sites visited, and time/duration and the pages visited.

Your visit to our website may be recorded for general analysis for website enhancement and optimisation. Anonymous information may be gathered through the use of cookies. If you would prefer, you can set your browser to disable cookies or inform you when they are set.

### Links to third party

This website may contain links to third party websites. The Company does not provide your personal data to these third party websites. However, the Company has no control over these third party websites. You should review the privacy policies applicable to these third party websites to understand the ways in which these third parties may collect and deal with your personal information.

### Retention

The Company ensures personal data is not kept longer than is necessary for the fulfillment of the purpose for which the data is or is to be used.

### Security

The Company applies strict measures to safeguard the confidentiality of personal data. We limit access to your personal data to people working for us on a business need to know basis who shall ensure that your personal data are protected against unauthorized or accidental access, processing, erasure, loss or use. To ensure confidentiality, we have implemented the following security measures to protect the information:

1. Sensitive data to and from AXA General Insurance Hong Kong Limited is encrypted through the Secure Socket Layer (SSL) protocol.
2. Allow you to verify the site belongs to AXA General Insurance Hong Kong Limited by reviewing our registered Electronic Certificate from VeriSign with the following information. The Certificate was issued to AXA Technology Services Asia (HK) Limited for and on behalf of AXA General Insurance Hong Kong Limited.

This Certificate was issued by:  
VeriSign Class 3 International Server CA - G3

Terms of use at <https://www.verisign.com/rpa> (c)10  
VeriSign Trust Network  
VeriSign, Inc. US

### Personal Information Collection Statement

Please refer to the above Personal Information Collection Statement for details.

## **9. AVAILABILITY OF PRODUCTS**

The products and services described herein are available only in the stipulated territories and to eligible persons. Eligibility criteria are set out in the relevant product policies and/or service agreements. All transactions are quoted in and payable in the relevant currency. Price and information are subject to change without notice.

## **10. RETURN/REFUND/CANCELLATION POLICIES**

Our return/refund/cancellation policy, if any, is set out in the relevant policy of insurance that you have applied for; otherwise, there is no return/refund of premium if you/the proposer cancel the policy of insurance.

## **11. ADDRESS OF THE PROPOSER**

When inputting the proposer's address for application for any insurance products, please do not input "care of" and/or temporary addresses such as Internet café's.

## **12. ABOUT US**

We are known as AXA. Our postal address, email address and telephone no. are as shown in the System. Our country of domicile is Hong Kong. You can contact our customer service at the aforementioned postal address, telephone number or email address.

## **13. JURISDICTION**

Subject to the terms of the applicable insurance policy, these terms and conditions and the relationship between you and AXA shall be governed by and construed in accordance with the laws of Hong Kong (including without limitation, the Electronic Transactions Ordinance (Cap. 553)) and shall be subject to the exclusive jurisdiction of the Courts of Hong Kong.

The insurance products and services mentioned in the System are made available by AXA to citizens of the Hong Kong, permanent residents of Hong Kong, and foreign nationals residing in Hong Kong (except Japanese nationals). Nothing in the System shall be construed as an offer to sell, or solicitation to buy, or provision of any product or service outside of Hong Kong. AXA does not offer or sell any insurance product or other product or service (collectively, "Product") in any other jurisdictions in which such offering or sale of the Product is illegal under the laws of such jurisdiction. If any Product is offered/sold by AXA in any jurisdiction in which such offering or sale is illegal (under the laws of such jurisdiction), such offering or sale shall neither be effective nor valid.

Levy collected by the Insurance Authority has been imposed on this policy at the applicable rate. For further information, please visit [www.axa.com.hk/ia-levy](http://www.axa.com.hk/ia-levy) or contact AXA at (852) 2523 3061.

## 登入或使用本系統的條款及細則

1. 登入或使用本系統（「**系統**」）須受以下條款及細則約束。登入或使用本系統構成閣下同意在不設任何限制或資格下受所有該等條款及細則約束。安盛保險有限公司（「**AXA 安盛**」或「**我們**」）保留所有權利隨時以任何方式修訂、變更、新增、刪除或修改此等條款及細則及本系統的所有材料及內容。閣下須受該等修改約束及應定期瀏覽本頁以檢視約束閣下的最新版本。若閣下不同意任何此等條款及細則，請勿使用或登入本系統。

本系統僅限 AXA 安盛認可中介人登入或使用。除中介人外，投保人亦可有限度地登入及使用本系統。就此等條款及細則的目的而言，「**閣下**」一詞是指任何 AXA 安盛認可中介人或根據本文所載條文而獲授權登入或使用本系統的投保人（視乎情況而定）。若閣下受聘或受僱於 AXA 安盛認可中介人，透過使用或登入本系統，閣下謹此向 AXA 安盛表示、保證及承諾閣下代表該等 AXA 安盛認可中介人行事以接受所有此等條款及細則。

(以下第二至五段僅適用於中介人)

2. **陳述、保證及彌償**
  - a. 代表閣下的客戶（即投保人）使用本系統申請保險，閣下謹此向 AXA 安盛表示及保證閣下將作為投保人的文書助理及代理行事，而非作為 AXA 安盛的代理行事。閣下謹此向 AXA 安盛表示及保證閣下獲投保人妥為授權，以代表投保人申請保險。
  - b. 閣下確認閣下須確保閣下在本系統提交的所有詳情（「詳情」）是由閣下的客戶給予閣下，以及閣下已根據客戶提供的資料正確地提交有關詳情。閣下同意就因直接或間接源於或關於客戶指稱的任何不正確詳情而使 AXA 安盛可能被提出或蒙受或招致的所有行動、索賠、法律程序、損失、損害、費用及開支，對 AXA 安盛作出彌償及免除 AXA 安盛所受損害。
3. **安全性**
  - a. 作為 AXA 安盛中介人，閣下須時刻持正及專業行事。閣下應注意 AXA 安盛獲託付與客戶有關的保密資料，因此閣下亦獲託付該等資料，以及閣下可能在業務過程中得悉與我們的業務及營運有關的資料。閣下謹此同意若閣下及／或閣下授權的任何人員因其作為或不作為而違反任何保密協議，不論是否源於或關於欺詐、不當行為、疏忽或其他原因，閣下或須面對不同制裁，包括但不限於刑事或民事責任及／或終止閣下與我們的協議。

- b. 閣下須確保登入或使用本系統及其資料和內容僅限於獲授權人員，而登入或使用本系統及其資料和內容須基於「需要知道」的原則進行，以維持保密性及私隱。
- c. 閣下須確保本系統的資料和內容僅可由獲授權人員取得、變更或編輯，以維持資料的完整性。
- d. 閣下的使用者名稱及密碼屬閣下個人所有。然而，我們明白基於行政原因，閣下可能將使用者名稱及密碼披露予受僱於閣下的人士。就此而言，閣下須確保閣下的使用者名稱及密碼僅披露予獲授權、適合及適當的人員。儘管有前文所載的一般性，閣下須就以閣下的使用者名稱及密碼進行的所有活動及／或交易全面承擔責任及法律責任。
- e. 若閣下懷疑閣下的使用者名稱及密碼以不當形式被使用及／或本系統所載的任何資料可能或已經受損，閣下須立即通知我們。
- f. 閣下有責任在閣下的管轄範圍內保護本系統所載的資料。若閣下賬戶下出現不當活動及／或交易，不論閣下是否知情，包括任何資料遺失、不準確、不適當變更或披露予任何未獲授權或超出其獲授權範圍的人士，閣下須就源於或關於該等不當活動及／或交易的任何損失、損害、索賠及／或開支承擔個人責任。

#### 4. 限制

- a. 本系統僅可用作商業目的，閣下不應預期閣下儲存於本系統或透過本系統發送的資料具有私隱權。
- b. 閣下可列印，但未經我們事先書面批准不得張貼、複製或轉發本系統所載資料。
- c. 閣下不得批准外部各方登入或使用本系統，包括但不限於任何保險申請人、過去或現時保單持有人或受保人。閣下進一步承諾對本文所載任何資料絕對保密及不向外披露，除非下文批准或為促成本系統傳送報價單、投保書、承保表、保險證書、稅務發票、繳費通知書及客戶續保通知的目的。
- d. 閣下須確認透過本系統發出的文件和我們與閣下適用的書面合約一致，而有關合約訂明發出該等文件的條款及情況。在不損害前段的一般性下，就發出文件的條款而言，透過本系統發出的文件須和我們與閣下協定的有關保險之條款及細則一致，包括但不限於報價及／或暫保單。該等書面合約在發出此等文件當日須仍然有效。

#### 5. 輸入信用卡資料

若閣下為客戶輸入任何信用卡資料，閣下表示、保證及承諾閣下已取得客戶授權以作出有關行動。

#### 6. 佣金披露

(若閣下為保險經紀轉介的投保人，本條款將適用)

投保人明白、確知及同意，AXA安盛會就投保人購買及接受其簽發的保單，於保單有效期內(包括續保期)向負責安排有關保單的獲授權保險經紀支付佣金。假如投保人為法人團體，代表投保人簽署的獲授權人員須向AXA安盛確認他／她已獲該法人團體授權。

投保人亦明白 AXA 安盛必須取得投保人以上的同意，才可以處理其保險申請。

**(若閣下為保險經紀，本條款將適用)**

作為保險經紀，透過使用本系統，閣下即向我們作出以下聲明及確認（下段的「我／我們」是指閣下，即保險經紀，而「我／我們的」亦據此解釋）：

「我／我們提述此份由我／我們代表我／我們的客戶提出的保單申請。作為我／我們的客戶之保險經紀，我／我們謹此聲明及確認我／我們已向客戶披露我／我們將因為客戶購買及接受由 AXA 安盛發出的保單而從 AXA 安盛收取佣金。我／我們進一步承諾，若客戶特別查詢我／我們所收的佣金款額，我／我們須向客戶披露該等款額。在任何情況下，我／我們謹此聲明及確認我／我們已取得客戶同意從 AXA 安盛收取佣金。」

## 7. 一般條款

- a. 本系統不擬由位於或居於限制我們分派資料的司法管轄區之人士登入或使用。該等人士須自行了解及遵守任何有關限制。
- b. 透過使用本系統，閣下明確同意須自行承擔使用風險。我們概不承擔任何責任，而且不就閣下的電腦或任何其他設備或財產因閣下登入、使用或瀏覽本網站或下載本網站所載的任何材料而出現任何損害負責，包括任何病毒、惡意、有害或破壞性編碼、代理程式、程式或巨集。我們已盡合理的努力提供優質服務，但不能保證我們的服務將不受中斷或無誤，或所選服務將可傳達至預期接收人。閣下確認閣下完全知悉及明確同意使用本系統須接受閣下在本系統進行的所有活動將由我們監察及記錄。
- c. AXA 安盛概不就任何其他連接至本系統的網站所提供的內容或設定負責，包括但不限於付款系統。閣下須自行承擔登入及使用該等其他網站的風險，並受適用於該等登入／使用的任何條款及細則約束。若 AXA 安盛提供其他網站的超連結，不得視為 AXA 安盛認可、推薦、核准、保證或介紹任何第三方或其於網站上提供的服務／產品。除非 AXA 安盛另行表明或同意，否則 AXA 安盛並非閣下與外部網站提供者訂立的任何合約安排的訂約方。
- d. 閣下應假設本系統的所有材料及內容為我們的財產或我們已取得批准而使用，包括但不限於所有商標、標誌、名稱、圖標及圖像。因此，除非下文或本系統明確容許，否則閣下未經我們的事先書面批准，不得以任何方式複印、使用、分派或複製該等材料及內容。AXA 安盛集團概不保證或表示閣下使用本文所披露之材料將不會侵犯任何第三方的權利。**請注意**，嚴禁任何未經授權之使用及有關使用可能觸犯法律，包括但不限於版權法律、商標法律、任何私隱法律及宣傳與通訊法例，以及可能面對刑事及／或民事處罰。
- e. 儘管已採取謹慎措施擬備本系統所載的資料及材料，但該等資料及材料僅以「現狀」為基礎提供，而且不包括任何種類的陳述及／或保證，不論明示或暗示。具體而言，AXA

安盛概不就與所提供資料及材料的非侵權、安全性、準確性、對某一用途的適用性或免除電腦病毒作出保證或負責。

- f. 鑑於互聯網的性質，交易／通訊可能出現中斷、傳送停頓、傳送延誤或傳送錯誤資料。AXA 安盛概不就超出我們控制範圍，並可能影響閣下所發送或接收訊息及交易的準確性或適時性的通訊設施失靈而承擔法律責任。
- g. AXA 安盛明確免除因本系統提供的任何資料或使用本系統而使閣下或其他人士招致的任何損失、損害、費用或其他開支的法律責任，除非法律不容許免除有關責任。
- h. 本系統所載的任何產品詳情僅供參考。有關產品的條款、細則及不保事項，請參閱保單。AXA 安盛樂意按要求提供保單範本。
- i. 本系統所載的所有資料僅供參考用途。閣下不應視之為 AXA 安盛的任何意見。AXA 安盛保留權利變更本系統的任何資料及／或此等條款及細則，而毋須事先通知。
- j. 經由互聯網發送至 AXA 安盛的電郵訊息不能保證完全安全。若閣下經由互聯網發送訊息予 AXA 安盛，或 AXA 安盛向閣下發送訊息或任何文件，AXA 安盛概不就閣下因此蒙受的任何損害承擔責任。
- k. 本網上申請所載的任何資料及材料不應視作要約出售或提供任何推薦。申請任何保險前，閣下應諮詢閣下的專業顧問。
- l. 透過本系統向我們提交網上申請，即代表閣下作出申請保險的要約。我們將於接受閣下的網上申請及向我們支付的保費後訂立保險合約，儘管閣下可能尚未收到保單。
- m. 若閣下以信用卡付款，我們或我們的付款系統服務提供者（如適用）將把閣下的信用卡交易呈交予收單銀行（例如 Global Payments），以處理任何信用卡銷售單或銷售紀錄，儘管保險產品實際上尚未交付及／或執行。就此而言，閣下同意保險產品延遲交付。

## 8. 收集個人資料聲明及我們的資料私隱政策

### a. 收集個人資料聲明

安盛保險有限公司（下稱“本公司”）明白其就《個人資料（私隱）條例》（香港法例第 486 章）（“條例”）收集、持有、處理、使用和／或轉移個人資料所負有的責任。本公司僅將為合法和相關的目的收集個人資料，並將採取一切切實可行的步驟，確保本公司所持個人資料的準確性。本公司將採取一切切實可行的步驟，確保個人資料的安全性，及避免發生未經授權或者因意外而擅自取得、刪除或另行使用個人資料的情況。

敬請注意，如果閣下不向本公司提供閣下的個人資料，我們可能無法提供閣下所需的資料、產品或服務，或無法處理閣下的要求。

**目的：**本公司不時有必要收集閣下的個人資料(包括信用資料和以往申索紀錄)，並可能因下列各項目的（“有關目的”）而供本公司使用、存儲、處理、轉移、披露或共享該等個人資料：

1. 向閣下推介、提供和營銷本公司、安盛集團的其他公司(“安盛關聯方”)或本公司的商業合作夥伴(參閱下文“在直接促銷中使用及將其個人資料提供予其他人士”部份)之產品/服務,以及提供、維持、管理和操作該等產品/服務;
2. 處理和評估閣下就本公司及安盛關聯方所提供之產品/服務提出的任何申請或要求;
3. 向閣下提供後續服務,包括但不限於執行/管理已發出的保單;
4. 與就本公司和/或安盛關聯方提供的任何產品/服務而由閣下或針對閣下提出的或者其他涉及閣下的任何索賠相關的任何目的,包括索賠調查;
5. 偵測和防止欺詐行為(無論是否與就由本公司及/或安盛關聯方提供的產品/服務有關);
6. 評估閣下的財務需求;
7. 為客戶設計產品/服務;
8. 為統計或其他目的進行市場研究;
9. 不時就本條款所列的任何目的核對所持有的與閣下有關的任何資料;
10. 作出任何適用法律、規則、規例、實務守則或指引所要求的披露或協助在香港或香港以外其他地方的警方或其他政府或監管機構執法及進行調查;
11. 進行身份和/或信用核查和/或債務追收;
12. 遵守任何適用的司法管轄區的法律;
13. 開展與本公司業務經營有關的其他服務;及
14. 與上述任何目的直接有關的其他目的。

**個人資料的轉移:** 個人資料將予以保密,但在遵守任何適用法律條文的前提下,可提供給:

1. 位於香港或香港以外其他地方的任何安盛關聯方、本公司的任何相關聯人士、任何再保險公司、索賠調查公司、閣下之保險經紀、行業協會或聯會、基金管理公司或金融機構,以及就此方面而言,閣下同意將閣下的資料轉移至香港境外;
2. 與就本公司和/或安盛關聯方提供的任何產品/服務而由閣下或針對閣下提出的或者其他涉及閣下的任何索賠相關的任何人士(包括私家偵探);
3. 在香港或香港以外其他地方向本公司和/或安盛關聯方提供行政,技術或其他服務(包括直接促銷服務)並對個人資料負有保密義務的任何代理、承包商或第三方;
4. 信貸資料機構或(在出現拖欠還款的情況下)追討欠款公司;
5. 本公司權利或業務的任何實際或建議的承讓人、受讓方、參與者或次參與者;
6. 在香港或香港以外其他地方的任何政府部門或其他適當的政府或監管機關;及
7. 在有合理需要履行任何上述有關目的段落 2, 3, 4 及 5 之情況下,以下人士: 保險理算人、代理和經紀、僱主、醫護專業人士、醫院、會計師、財務顧問、律師、整合保險業申訴和承保資料的組織、防欺詐組織、其他保險公司(無論是直接地,或是通過防欺詐組織或本段中指名的其他人士)、警察、和保險業就現有資料而對所提供的資料作出分析和檢查的數據庫或登記冊(及其運營者)。

如欲了解本公司為促銷目的使用閣下的個人資料的政策,請參閱下文“在直接促銷中使用及將其個人資料提供予其他人士”部份。

閣下的個人資料將僅為上文中規定的一個或多個有關目的而被轉移。

#### **在直接促銷中使用及將其個人資料提供予其他人士**

本公司有意:

1. 使用本公司不時持有的閣下的姓名、聯絡資料、產品及服務的組合資料、交易模式及行為、財政背景及人口統計數據以進行直接促銷;
2. 就本公司,安盛關聯方,本公司合作品牌夥伴及商業合作夥伴可能提供關於下列類別的服務及產品而進行直接促銷(包括但不限於提供獎賞、客戶或會員或優惠計劃):

- a. 保險、銀行、公積金或公積金計劃、金融服務、證券和相關產品及服務；
  - b. 健康、保健及醫療、餐飲、體育運動及會員服務、娛樂、健身浴或類似的休閒活動、旅遊及交通、家居、服裝、教育、社交網絡、媒體的產品及服務及高級消費類產品；
3. 以上服務及產品將會由本公司及/或以下機構提供：
- a. 任何安盛關聯方；
  - b. 第三方金融機構；
  - c. 提供上文 2. 所列之服務及產品之本公司及/或安盛關聯方的商業合作夥伴或合作品牌夥伴；
  - d. 向本公司或任何以上所列機構提供支援的第三方獎賞、客戶或會員或優惠計劃提供者；
4. 除由本公司促銷上述服務及產品外，本公司亦有意將上文 1. 段部份所述的資料提供予上文 3. 段部份所述的全部或任何人士，以供該等人士在促銷該等服務及產品中使用，而本公司為此目的須獲得客戶書面同意(包括表示不反對)。

在使用閣下的個人資料作上文所述的目的或提供予上文所述的人士之前，本公司須獲得閣下的書面同意，及只在獲得閣下的書面同意後方可使用閣下的個人資料及提供予其他人士作任何推廣及促銷用途。

閣下日後可撤回閣下給予本公司有關使用閣下的個人資料及提供予其他人士作任何促銷用途的同意。

閣下如欲撤回閣下給予本公司的同意，請發信至下文“**個人資料的查閱和更正**”部份所列的地址通知本公司。本公司會在不收取任何費用的情況下確保不會將閣下納入日後的直接促銷活動中。

**個人資料的查閱和更正：**根據條例，閣下有權查明本公司是否持有閣下的個人資料，獲取該資料的副本，以及更正任何不準確的資料。閣下還可以要求本公司告知閣下本公司所持個人資料的種類。

查閱和更正的要求，或有關獲取政策、常規及本公司所持的資料種類的資料，均應以書面形式發送至：

香港黃竹坑黃竹坑道 38 號安盛匯 5 樓  
安盛保險有限公司  
個人資料保護主任

本公司可能會向閣下收取合理的費用，以抵銷本公司為執行閣下的資料查閱要求而引致的行政和實際費用。

## **b. 我們的資料私隱政策**

### 政策聲明

安盛保險有限公司（下稱「本公司」）每位人員均以保障個人資料私隱為己任。本公司尊重個人資料私隱，並且全力執行及遵守《個人資料（私隱）條例》（香港法例第 486 章）（「條例」）的各項有關規定。本公司僅將為合法和相關的目的收集個人資料，並將採取一切切實可行的步驟，確保本公司所持個人資料的準確性。本公司將採取一切切實可行的步驟，確保個人

資料的安全性，及避免發生未經授權或者因意外而擅自取得、刪除或另行使用個人資料的情況。

## 實務聲明

### 瀏覽我們的網站時被收集的資料

當閣下瀏覽本網站時，一些 cookies 檔案將會儲存於閣下電腦的硬碟內。當閣下按下自動更新的展示橫額時，這些 cookies 檔案會正確地轉接到相關的網頁及展示內容。在此情況下，本網站不會收集或儲存任何關於閣下的個人資料。閣下可以選擇不接受 cookies 檔案，但閣下若選擇不接受的話，本網站某部分功能（如橫額的轉接功能及某些內容）可能無法運作及展示。

### 到訪本網站的訪客統計數字

當閣下瀏覽本網站時，本公司只會紀錄到訪的人次，並不會收集任何確認閣下個人身份的資料，直至閣下決定購買本公司的產品。本網站的服務供應商會紀錄閣下的到訪資料，包括但不限於閣下的 IP 地址（及域名）、瀏覽器類別及設置、語言設定、地理位置、操作系統、之前瀏覽網站，以及瀏覽時間／期間及網頁。

本公司使用這些網站訪客紀錄作一般分析藉以提升及優化網站。Cookies 收集的是不記名的資料。如閣下擬禁用 cookies 或在 cookies 被設定時獲得通知，可自行更改瀏覽器的設定。

### 與第三方網站的連結

本網站或包含與第三方網站的連結。本公司並不會轉移閣下個人資料給予該等第三方網站。但本公司對於該等第三方網站並無控制權。閣下應細讀第三方網站的私隱政策，以了解該等第三方收集及處理閣下個人資料的方式。

### 保留資料

本公司確保個人資料的保存時間不會超過將其保存以貫徹該資料被使用於或會被使用於的目的而所需的時間。

### 保安

本公司嚴謹執行保安措施，以確保該等個人資料之機密性。只有為本公司工作的人士，在公事所需的情況下，方有權接觸該等個人資料，以保障個人資料不受未獲准許的或意外的查閱、處理、刪除或其他使用所影響。為確保保密性，我們已落實以下安全措施以保護資料：

1. 傳送至及來自安盛保險有限公司的敏感資料以 Secure Socket Layer (SSL) 安全通訊機制加密。
2. 閣下可透過由 VeriSign 發出之電子憑證 (Electronic Certificate) 確認本網站是屬於安盛保險有限公司所有。閣下可根據以下資料核對。此證書向代表安盛保險有限公司的 AXA Technology Services Asia (HK) Limited 發出。

此證書由以下機構發出：

**VeriSign Class 3 International Server CA - G3**  
使用條款載於 <https://www.verisign.com/rpa> (c)10

## 收集個人資料聲明

請參閱上文收集個人資料聲明了解詳情。

### 9. 產品提供

本文所述產品及服務僅於規定地區內及向合資格人士提供。合資格條件已於相關產品保單及／或服務協議書列明。所有交易以相關貨幣報價及支付。價格及資料可予更改而毋須另行通知。

### 10. 退回／退款／取消政策

我們的退回／退款／取消政策（如有）已載於閣下申請的相關保單；在其他情況下，若閣下／投保人取消保單，概無任何保費退回／退款。

### 11. 投保人地址

輸入投保人地址以申請任何保險產品時，請勿輸入「委託轉交」及／或互聯網咖啡店等臨時地址。

### 12. 關於我們

我們是 AXA 安盛。我們的郵寄地址、電郵地址及電話號碼已於系統顯示。我們的居籍地為香港。閣下可透過上述郵寄地址、電話號碼或電郵地址與我們的客戶服務部聯絡。

### 13. 司法管轄區

受保單的適用條款約束，此等條款及細則及閣下與 AXA 安盛的關係須受香港法律（包括但不於《電子交易條例》（第 553 章））監管及按其詮釋，以及受香港法院的專屬管轄權管轄。

本系統所述的保險產品及服務由 AXA 安盛向香港公民、香港永久居民以及居於香港的外國人（日本國民除外）提供。本系統的任何內容不得解釋為在香港境外要約銷售或者游說購買或者提供任何產品或服務。倘若根據某一司法管轄區法律 AXA 安盛提供或銷售任何保險產品或其他產品或服務（合稱「有關產品」）屬非法，則 AXA 安盛不在該司法管轄區提供或銷售有關產品。倘若 AXA 安盛在任何司法管轄區提供／銷售任何有關產品而（根據該司法管轄區的法律）如此提供或銷售有關產品屬非法，則這種提供或銷售並無任何效力。

保單已按適用之徵費率徵收保險業監管局的有關徵費。欲了解更多詳情，請瀏覽 [www.axa.com.hk/ia-levy](http://www.axa.com.hk/ia-levy) 或致電 AXA 安盛 (852) 2523 3061。

註：此中文譯本只供參考之用，如有歧異，概以英文版為準。