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## DOMESTIC WORKER PROTECTOR

### PREAMBLE

WHEREAS the Insured named in the Schedule, by a Proposal and Declaration which shall be the basis of this contract and is deemed to be incorporated herein, has applied to AIA COMPANY LIMITED (hereinafter referred to as the "Company") for the insurance hereinafter contained and has paid or agreed to pay the premium as consideration for such insurance, the Company hereby agrees to provide insurance to the extent of and subject to the terms and conditions contained in or endorsed on this Policy during the Period of Insurance and providing the liability of the Company shall not exceed the limits expressed in this Schedule.

This Policy, the Proposal Form, Declaration and Schedule shall be read together as the entire contract and unless specifically stated to the contrary any word or expression to which specific meaning has been given shall have such specific meaning wherever it may appear.

### SECTION I – EMPLOYEES' COMPENSATION

If at any time during the Period of Insurance the Domestic Worker in the Insured's immediate employ shall sustain bodily injury by accident or disease arising out of and in the course of employment by the Insured, the Company will subject to the Jurisdiction Clause and the other terms, exceptions and conditions contained herein or endorsed hereon (all of which are hereinafter collectively referred to as Terms of this Policy) indemnify the Insured against liability at law (including liability under the Legislation set out below) to pay compensation for such injury and will in addition pay all costs and expenses incurred with its written consent. The maximum liability of the Company is limited to HK\$100 million for each Period of Insurance.

In the event of the Domestic Worker's death, the Company shall indemnify the Domestic Worker's legal personal representatives according to 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, fulfil and be subject to the Terms of this Policy so far as they can apply.

Provided always that in the event of any change after the effective date of this Policy under the Legislation this Policy shall remain in force but the liability of the Company shall be limited to such sums as the Company would have been liable to pay if the Legislation had remained unaltered.

LEGISLATION – Employees' Compensation Ordinance (Chapter 282 of the laws of Hong Kong)

JURISDICTION CLAUSE - The indemnity provided by this Policy shall not apply in respect of judgements which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Hong Kong.

GEOGRAPHICAL AREA – (1) Hong Kong (2) Elsewhere as may be agreed by the Company

AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY – If the Company is obliged by the Legislation to pay an amount for which the Company would not otherwise be liable under this Policy the Insured shall repay the amount to the Company.

### EXCEPTIONS TO SECTION I

The Company shall not be liable under this Section 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 outside the Geographical Area;
- (e) any person who is not an "employee" within the meaning of the Legislation;
- (f) any liability arising from Pneumoconiosis or Noise-Induced Deafness;
- (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 hostilities of foreign enemy 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, radiations 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.

### SECTION II – 24 HOURS ACCIDENT INSURANCE

(A) This Policy will insure the Domestic Worker in respect of the following events as per the percentage of the Principal Sum of HK\$120,000, in accordance with the defined Injury, resulting in :

1. Death .....	100%
2. Permanent Total Disablement .....	100%
3. Permanent and Incurable Paralysis of All Limbs .....	100%
4. Permanent Total Loss of Sight of Both Eyes .....	100%
5. Permanent Total Loss of Sight of One Eye .....	100%
6. Loss of or the Permanent Total Loss of Use of Two Limbs .....	100%
7. Loss of or the Permanent Total Loss of Use of One Limbs .....	100%
8. Loss of Speech and Hearing .....	100%
9. Permanent Total Loss of Hearing in	
(a) Both Ears .....	75%
(b) One Ear .....	15%
10. Loss of Speech .....	50%

Provided always that

- (a) No compensation shall be payable for more than one of the greatest losses provided in the Compensation Table in respect of the same injury;
  - (b) After the occurrence of any one of the Events 2 to 9 as stated in this Section save for the liability already incurred hereunder there shall be no further liability under this Section in respect of the same Domestic Worker for any Injury sustained thereafter.
- (B) The Company shall reimburse the actual Medical Expenses incurred as a result of an Injury up to a maximum of HK\$4,000 per accident. The Company's liability under Section II(B) shall not exceed HK\$20,000 per each Period of Insurance.

**DEFINITIONS**

- (a) "INJURY" shall mean bodily injury which is sustained by a Domestic Worker during the Period of Insurance and is caused solely and directly by violent accidental external and visible means, excluding any sickness or disease, bacterial or viral infection not occurring through an accident or wound where death or disablement of the Domestic Worker results within twelve (12) calendar months from the date of such accident.
- (b) "PERMANENT TOTAL DISABLEMENT"  
When as a result of Injury and commencing within twelve (12) calendar months from the date of the accident causing the Injury, a Domestic Worker is totally and permanently disabled and prevented from engaging in each and every occupation or employment for compensation or profit for which he is reasonably qualified by reason of his education, training or experience, or if he has no business or occupation from attending to any duties which would normally be carried out by him in his daily life, the Company will pay, provided such disability has continued for a period of twelve (12) consecutive months the Permanent Total Disablement Benefit less any other amount paid or payable under this Policy as the result of the same accident. The disability must be total, continuous and permanent at the end of the period.
- (c) "PERMANENT" shall mean lasting twelve (12) calendar months from the date of accident and at the expiry of that period being beyond hope of improvement.
- (d) "LOSS OF LIMB" shall mean loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle.
- (e) "LOSS OF SIGHT OF EYE" shall mean the entire and irrecoverable Loss of Sight.
- (f) "LOSS OF USE" shall mean total functional disablement and is treated like the total loss of said limb or organ.
- (g) "MEDICAL EXPENSES" wherever used herein shall mean the actual medical expenses paid by a Domestic Worker or by the Insured on behalf of a Domestic Worker to a duly qualified and registered medical practitioner, physician, surgeon, nurse, hospital and/or ambulance service for medical, surgical, x-ray, hospital or nursing treatment, the cost of medical supplies and ambulance hire including the cost of dental treatment which is necessarily incurred to sound and natural teeth and is caused by Injury. Provided that in the event of a Domestic Worker becoming entitled to a refund of all or part of such expenses from any other source, the Company will only be liable for the excess of the amount recoverable from such other source.
- (h) "LOSS OF SPEECH" shall mean the entire and irrecoverable Loss of Speech.
- (i) "LOSS OF HEARING" shall mean the entire and irrecoverable Loss of Hearing.

**SECTION III – HOSPITALIZATION AND SURGICAL EXPENSES**

When the Domestic Worker as a result of illness occurring more than fourteen (14) days after the Effective date of this Policy, or as a result of Injury is confined as a resident patient in a licensed hospital in Hong Kong, on the recommendation of a registered medical practitioner, the Company shall pay the Insured:

- (A) the Daily Hospital Income Benefit of HK\$350 up to a maximum of forty (40) consecutive days; and
- (B) the Surgical Benefit up to HK\$16,000 per accident / sickness for hospital expenses actually charged for any surgical operation, including doctor's fees, anaesthesia, and operation theatre charges.

Provided always that

- (a) the Company's liability under this Section shall not exceed HK\$30,000 per each Period of Insurance.
- (b) the Insured shall be responsible for the first HK\$200 for each period of hospital confinement on each surgical operation.

**SECTION IV – REPATRIATION EXPENSES**

The Company will indemnify the Insured for contractual liability to repatriate the Domestic Worker before the expiry of the Domestic Worker's term of employment under the following circumstances and conditions:

- (A) in the event of a Domestic Worker being certified by a registered Medical Practitioner as being medically unfit to complete the term of the contract of employment with the Insured, up to HK\$3,000.
  - # Medical Unfitness means injury or sickness which prevents the Domestic worker from performing the duties he was hired for, as certified by legally qualified medical practitioner. The Company will have a right to appoint another medical practitioner at its own discretion for the certification. The decision of the Company's appointed medical practitioner will be final and binding.
- (B) in the event of the Domestic Worker's death, the actual incurred cost of returning the remains of his / her body to his / her original country shall not exceed HK\$15,000 which may be indemnified hereunder.

**EXCEPTIONS TO SECTION II (24 HOURS ACCIDENT INSURANCE) SECTION III (SURGICAL AND HOSPITAL EXPENSES) AND SECTION IV (REPATRIATION EXPENSES)**

The Company shall not be liable for any loss which arises directly or indirectly, wholly or partly from:

- (i) self-destruction or intentionally self-inflicted injury or any attempt thereat while sane or insane;
- (ii) any violation or attempted violation of the law or resistance to arrest;
- (iii) the employee engaging in air travel, except as a passenger in a properly licensed aircraft operated by a licensed commercial passenger airline on a regular scheduled passenger trip over its established passenger route;
- (iv) pre-existing sickness or disease of the Domestic Worker prior to the inception of this Policy;

- (v) dental care, rest care, medical check-up; gingivitis, eye refractions, fitting of glasses, hearing aids;
- (vi) nervous or mental disease or disorder, venereal disease, congenital anomalies, circumcision, infertility or sterilization, heart disease or cancer;
- (vii) cosmetic or plastic surgery unless to correct an injury covered by this Policy;
- (viii) pregnancy whether resulting in childbirth or otherwise, miscarriage, abortion or disease arising out of or resulting therefrom, birth control;
- (ix) X-ray therapy, radium therapy, radium and isotopes;
- (x) Racing of any kind, climbing, motorcycling, hunting, flying and any sport activities, skin diving and any under water activities;
- (xi) Special nursing care, services of pathologist, physiotherapists, special nursing services or their board;
- (xii) Expenses incurred for treatment of injury after 180 days from the date of accident;
- (xiii) An opportunistic infection of malignant neoplasm if, at the time of the claim, the Domestic Worker is diagnosed as having Acquired Immune Deficiency Syndrome (AID), AIDS Related Complex (ARC) or as having an antibody positive blood test to Human Immune Virus (HIV-1 or HIV-2);
- (xiv) Medical treatment in relation to Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC);
- (xv) Riot, terrorism, war, declared or undeclared, revolutions or any war-like operations;
- (xvi) Radioactivity, atomic fission or atomic fusion, either controlled or not, or nuclear incident;
- (xvii) Accident caused by and whilst under the influence of drugs or alcohol.

#### **SECTION V – PERSONAL EFFECTS**

The Company will indemnify the Insured for loss of or damage to personal effects of the Domestic Worker covered hereunder caused by an Insured Peril whilst such personal effects are contained within the Risk Location as specified for the purpose of this Policy.

Provided that:

- (a) the liability of the Company shall in no case exceed HK\$3,000 under this section and the Company's maximum liability is HK\$3,000 per annum;
- (b) an excess of HK\$200 is to be applied in respect of each and every loss.

Insured Perils:

- (1) Fire, lighting, thunderbolt or subterranean fire
- (2) Explosion
- (3) Aircraft or other aerial device or any article dropped therefrom
- (4) Bursting or overflowing of a water tank apparatus or pipe excluding damage caused to such water tank apparatus or pipe
- (5) Theft or any attempt thereat
- (6) Impact with the buildings by any road vehicle, horse or cattle not belonging to nor under the control of the Insured or any member of his family normally residing with him
- (7) Earthquake or volcanic eruption including flood or overflow of the sea occasioned thereby
- (8) Hurricane, cyclone, typhoon or windstorm including flood or overflow of the sea occasioned thereby excluding property in transit or on the person
- (9) Flood or overflow of the sea not occasioned by Insured Peril 7 or 8 above excluding property in transit or on the person

Excluded Perils:

Theft not accompanied by actual forcible and violent breaking into or out of a building

#### **EXCEPTIONS TO SECTION V**

Provided that the Personal Effects shall be deemed to exclude : bonds, bills of exchange, cash, coins, cheques, promissory notes, postal or money orders, record or book or similar tokens, luncheon vouchers, stored value cards, credit cards, deeds, documents of title, manuscripts, medals, passports, personal documents and the like, stamps, share certificates and travel tickets.

#### **SECTION VI – FIDELITY**

The Company will reimburse the Insured for direct loss of money or property, through any dishonest or criminal act committed by the Domestic Worker, whilst residing with the Insured and during his period of employment with the Insured.

- (1) The Company will not be liable for any loss unless the Company is notified within fifteen (15) days of the discovery of the loss.
- (2) The Insured must report such dishonest or criminal act committed by the Domestic Worker to the police immediately. Based on the verdict of the Domestic Worker being guilty of such act, the Company will then indemnify the Insured subject to a limit of HK\$4,000 per annum. A deductible of HK\$200 will be applied to each claim. The Company will not indemnify for any amount recovered by the Insured from the Domestic Worker.

#### **SECTION VII – CLINICAL EXPENSES**

The Company shall reimburse the Insured the actual clinical expenses incurred by the Domestic Worker occurring more than fourteen (14) days after the effective date of this policy including the cost for consultation, prescription of drugs and injection at a registered medical practitioner's office in Hong Kong not exceeding HK\$150 per visit per day and up to a maximum of HK\$4,000 for each 12-month period, provided that such expenses are reasonably and necessarily incurred at a registered medical practitioner's office in Hong Kong.

#### **EXCEPTIONS TO SECTION VII**

The Company shall not be liable under this Section in respect of any loss arising from

- (i) pregnancy whether resulting in childbirth or otherwise, miscarriage, abortion or disease arising out of or resulting therefrom, birth control;
- (ii) medical treatment in relation to Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC);
- (iii) pre-existing sickness or disease of the Domestic worker prior to the Inception of this Policy;
- (iv) nervous or mental disease or disorder, venereal disease, congenital anomalies, circumcision, infertility or sterilization;
- (v) rest cure or physical check-ups;
- (vi) cosmetic or plastic surgery or related treatment;
- (vii) vaccinations, immunization, injections or preventive medication;
- (viii) X-ray, laboratory or any diagnostic test(s), ultra-sound, C.T. or any diagnostic scans, physiotherapy or the like therapy received, bonesetter, herbalist;
- (ix) occupational disease developed during or prior to the employment;
- (x) any accident or accidents for which a claim has been or could be made under Accidental Medical Expenses in Section II of the Policy;
- (xi) the 2<sup>nd</sup> or afterward clinical visit within the same day;
- (xii) dental care whether or not resulting from dental disease or accident, including but not limited to routine dental check-up.

### **SECTION VIII – DENTAL EXPENSES**

The Company will indemnify the Insured, in the event the Domestic Worker requires oral surgery, treatment of abscesses, X-rays, extractions or fillings as a result of dental disease occurring more than fourteen (14) days after the Effective date of this Policy. This Policy pays two-thirds of the actual necessary and reasonable dental expenses incurred up to, but not exceeding, a maximum of HK\$2,000 for each 12 months period, provided such treatment is received from a legally qualified and registered dentist in Hong Kong.

This Policy shall not cover any routine dental examination, scaling, polishing or cleaning, crowning, bridges, braces and dentures.

### **SECTION IX – DOMESTIC WORKER LIABILITY**

The Company will, in respect of any one claim or series of claims arising out of one event, and in aggregate, indemnify the Insured / Domestic Worker against all sums for which the Insured / Domestic Worker may be legally liable for in respect of:

- a) accidental bodily injury (whether fatal or not) up to a maximum limit of HK\$30,000; or
- b) accidental damage to property up to a maximum limit of HK\$5,000;

where such liability arises from the negligence of the Domestic Worker in the course of and whilst performing his duties pursuant to his employment with the Insured, within the territory of Hong Kong during the Period of Insurance.

Provided that the Company shall not be liable in respect of any of the following:

- a) bodily injury to any person who is a member of the Insured's family or household;
- b) damage to property belonging to the Insured or Insured's family or household or Domestic Servant's own property;
- c) any liability of the Domestic Worker or the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.

### **SECTION X – REPLACEMENT EXPENSES**

The Company will indemnify the Insured, in the event the Domestic Worker is certified by a registered Medical Practitioner as being Medically Unfit to complete his term of employment with the Insured, up to a maximum of HK\$6,000 per year, for the actual necessary cost of replacing the Domestic Worker.

#Medical Unfit means injury or sickness which prevents the Domestic Worker from performing the duties he was hired for, as certified by a legally qualified medical practitioner. The Company has the right to appoint a medical practitioner at its own discretion, and the decision of the Company's appointed medical practitioner will be final and binding.

### **SECTION XI – TEMPORARY WORKER SUBSIDY**

The Company will indemnify the Insured, in the event the Domestic Worker being hospitalized as a resident patient in excess of 1 day, for the actual cost of employing a temporary worker, subject to a maximum of HK\$250 per day and a maximum of thirty (30) days per year.

### **CONDITIONS**

#### (1) MEANING OF WORDS

"Domestic Worker" shall mean an employee of the Insured whose duties are mainly in relation or incidental to the household chores, excluding the driving of any motor vehicle on a regular basis, unless specifically declared to and agreed by the Company.

"Inception Date" shall mean the date as stipulated under the Period of Insurance column of the Policy Schedule.

Words in the masculine gender shall include the feminine.

#### (2) CLAIM PREVENTION

The Insured shall take all reasonable steps: (a) to prevent accidents and disease; (b) to comply with statutory obligations.

#### (3) FRAUD

If any claim is made under this Policy wherein fraudulent means or devices have been used to obtain compensation under this Policy the Company shall have no liability in respect of any and all claims whatsoever under this Policy.

#### (4) POLICY TERMINATION

This Policy may be cancelled at any time at the request of the Insured in writing to the Company and the Premium shall be adjusted on the basis of the Company receiving or retaining the customary short-term premium or minimum premium. The Policy may also be cancelled by the Company by seven (7) days' notice given in writing to the Insured at his last known address and the Premium shall be adjusted on the basis of the Company receiving or retaining pro-rata premium.

#### (5) CLAIMS PROCEDURE

In the event of any occurrence which may give rise to a claim under this Policy the Insured shall as soon as possible give notice thereof to the Company with full particulars. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately upon the Insured having knowledge of any impending prosecution inquest or fatal inquiry in connection with any such occurrence.

#### (6) WRITTEN CONSENT OF THE COMPANY

No admission offer promise or payment shall be made by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in its name the defence or settlement of any claim or to prosecute in its name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

#### (7) OTHER INSURANCE

If at the time any claim arises under this Policy there are other insurance covering the same liability the Company shall not be liable to pay or contribute more than its rateable proportion of any such claim and costs and expenses in connection therewith.

#### (8) POLICY ALTERATIONS

No alteration in the terms of this Policy shall be valid unless endorsed hereon and signed by an officer or duly authorized attorney of the Company.

#### (9) AGE LIMIT

The benefits under this Policy apply only to Domestic Worker between the ages of eighteen (18) and sixty (60) years.

#### (10) ARBITRATION

If any differences arise as to the amount to be paid under this Policy, such differences shall be settled by arbitration under the Domestic Arbitration Rules of the Hong Kong International Arbitration Centre and subsequent amendments thereof. If the parties fail to agree upon the choice of an arbitrator, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. The place of arbitration shall be in Hong Kong at the Hong Kong International Arbitration Centre.

- (11) **SUBROGATION**  
If the Company shall make any payment or otherwise make good any loss applying under this Policy, it shall be subrogated to all the Insured's rights of recovery against any other person or persons and the Insured shall complete, sign and deliver any documents necessary to secure such rights. The Insured shall not take any action following a loss to prejudice such rights of subrogation.
- (12) **ACTION AGAINST THE COMPANY**  
No action, suit or proceeding shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Policy, nor until sixty (60) days after the required proofs of loss have been filed with the Company. No action, suit or proceeding for the recovery of any claim under this Policy shall be maintainable in any court of law or equity unless the same be commenced within twelve (12) months after the calendar date of the happening of the physical loss out of which the said claim arose. Provided, however, that if by the laws of the state or country within which this Policy is issued such limitation is invalid, then any such claim shall be void unless such action, suit or proceeding be commenced with the shortest limit of time permitted, by the laws of such state or country, to be fixed herein.
- (13) **PERSONAL DATA (PRIVACY) ORDINANCE**  
As a condition precedent to liability of this Company, the Insured has agreed that any personal information collected or held by the Company, (whether contained in the application of this Policy or otherwise obtained) is provided and may be held, used and disclosed by the Company to individuals / organizations associated with the Company or any selected third party (within or outside of Hong Kong) for the purposes of processing this policy and providing subsequent services for this and other financial products and services, direct marketing, and data matching, and to communicate with the insured for such purposes. The Company may be unable to provide services to this Policy if the Insured fail to provide any information requested.
- (14) **GOVERNING LAW**  
The Insurance contract of which this Policy forms part is subject to the laws of Hong Kong Special Administrative Region of the People's Republic of China.

SAMPLE

## AIA PERSONAL INFORMATION COLLECTION STATEMENT

Among the most important assets of the AIA group of companies is the trust and confidence placed to properly handle information. Customers expect the following AIA group of companies to maintain their information accurately, protected against manipulation and errors, secure from theft and free from unwarranted disclosure.

This statement provides you with notice as to why your personal data is collected, how it is intended to be used, to whom your personal data may be provided to and how to access, review and amend your personal data.

Each of the AIA group of companies which is the issuer of your insurance policy or the service provider of your Retirement Schemes (as defined below), being either of AIA Company Limited, AIA International Limited (acting through its Hong Kong branch), AIA International Limited (acting through its Macau branch), AIA Everest Life Company Limited, or AIA Company (Trustee) Limited (hereinafter also referred to as “we”, “us” or “our”), as the case may be, recognizes its responsibilities in relation to the collection, holding, processing or use of personal data. The provision of your personal data is voluntary: you may choose not to provide us with the requested data, but failure to do so may inhibit our ability to do business with you.

This notice is given to you by the relevant AIA group of companies listed above which obtains your personal data for issuing an insurance policy to you or for the provision of services with respect to the Retirement Schemes to you.

### Why we collect your personal data and how it may be used?

Personal data is collected for the following purposes:

- processing, administering, implementing and effecting the requests or transactions contemplated in this document or any other documents you may submit to us from time to time;
- designing new or enhancing existing products and services provided by us;
- to communicate with you including to send you administrative communications about any account you may have with us or about future changes to this Personal Information Collection (“PIC”) statement;
- for statistical or actuarial research undertaken by us, the financial services industry or our respective regulators;
- for our data matching, internal business and administrative purposes;
- to assist in law enforcement purposes, investigations by police or other government or regulatory authorities and to meet requirements imposed by law or agreed to with government or regulatory authorities;
- other purposes directly relating to any of the above.

For our policy on using your personal data for promotional or marketing purposes, please see the section entitled “Use of Personal Data for Direct Marketing Purposes”.

### Who may be provided with your personal data?

Personal data will be kept confidential but may, where such disclosure is necessary to satisfy the purpose or a directly related purpose for which the personal data was collected, provide such personal data to the following parties (for our policy on sharing of your personal data for promotional and marketing purposes, please see the section entitled “Use of Personal Data for Direct Marketing Purposes”):

- any person authorized to act as an agent of any of the above listed AIA group of companies for the distribution of products and services offered by the relevant AIA group of companies which provides services to you;
- any agent, contractor or third party service provider (within or outside the above listed AIA group of companies) who provides administration, data processing, telecommunications, computer, payment, debt collection or securities clearing, technology outsourcing, call center services, mailing and printing services in connection with the operation of the relevant AIA group of company’s business and provision of our services to you;
- AIA Group Limited, including its subsidiaries and affiliates;

- any of the above listed AIA group of companies for conducting promotional and marketing activities to you;
- agents, contractors or third party service providers (within or outside the above listed AIA group of companies) including companies to help deliver our services, such as reinsurance companies, investment management companies, claims investigation companies, industry associations or federations;
- other companies who help gather your information or communicate with you, such as research companies and ratings agencies, in order to enhance the services we provide to you; and
- government or regulatory bodies or any person to whom any of the above listed AIA group of companies is required to make disclosure: (a) under a legal and/or regulatory obligation in that jurisdiction applicable to the relevant AIA group of companies; or (b) which the relevant AIA group of companies has agreed to make disclosures.

In relation to any personal data collected by us whilst providing any services in respect of our mandatory provident fund schemes (“MPF”) and occupational retirement schemes (“ORSO”) (collectively the “Retirement Schemes”), such personal data would only be transferred to the above parties for the purpose of providing any Retirement Schemes related services.

From time to time, we may purchase a business or sell one or more of our businesses (or portions thereof) and your personal data may be transferred or disclosed as a part of the purchase or sale or a proposed purchase or sale. In the event that we purchase a business, the personal data received with that business would be treated in accordance with this PIC Statement, if it is practicable and permissible to do so. In the event that we sell a business, we will include provisions in the selling contract requiring the purchaser to treat your personal data in the same manner required by this PIC statement.

**Your personal data may be provided to any of the above parties who may be located in Hong Kong and Macau or outside of Hong Kong and Macau.**

#### **Access Rights to Personal Data**

You have the right to:

- verify whether an the relevant AIA group of companies holds any personal data about you and to access any such data;
- require the relevant AIA group of companies to correct any personal data relating to you which is inaccurate; and
- ascertain the relevant AIA group of companies’ policies and practices in relation to personal data.

Requests for access, correction or other queries relating to your personal data should be addressed to:

Where the personal data user of the relevant AIA group of companies is **AIA International Limited, acting through its Hong Kong branch:**

The Data Protection Officer  
AIA International Limited,  
12/F, AIA Tower, 183 Electric Road,  
North Point  
Hong Kong  
Email: AIAHK.Compliance@aia.com

Where the personal data user of the relevant AIA group of companies is **AIA Company Limited:**

The Data Protection Officer  
c/o AIA International Limited (as administrator)  
12/F, AIA Tower, 183 Electric Road, North Point,  
Hong Kong  
Email: AIAHK.Compliance@aia.com

Where the personal data user of the relevant AIA group of companies is **AIA Everest Life Company Limited**:

The Data Protection Officer  
AIA Everest Life Company Limited,  
12/F, AIA Tower, 183 Electric Road, North Point,  
Hong Kong  
Email: AIAHK.Compliance@aia.com

Where the personal data user of the relevant AIA group of companies is **AIA Company (Trustee) Limited**:

The Data Protection Officer  
c/o AIA International Limited (as administrator)  
12/F, AIA Tower, 183 Electric Road,  
North Point, Hong Kong  
E-mail: AIAHK.Compliance@aia.com

Where the personal data user of the relevant AIA group of companies is **AIA International Limited, acting through its Macau branch**:

The Data Protection Officer,  
AIA International Limited,  
1903, AIA Tower,  
Nos. 251 A - 301,  
Avenida Comercial de Macau,  
Macau.  
Tel: (+853) 8988 1822

The AIA group of companies has the right to charge costs which are directly related to and necessary for the processing of any personal data access request.

#### **Use of Personal Data for Direct Marketing purposes**

As well as the purposes set out above, the above listed AIA group of companies intends to use your name and contact details for promotional or marketing purposes including sending you promotional materials and conducting direct marketing in relation to the following products, services, advice and subjects: insurance; annuities; MPF/ORSO; wealth management; investment; banking; financial services; credit cards; medical/health treatment; educational; recruitment; training; reward/loyalty/privilege programmes; charitable/non-profitable causes; ("Classes of Marketing Subjects") However, in relation to any personal data collected by the relevant AIA group of companies whilst providing any Retirement Schemes, such personal data would only be used for promoting or marketing any MPF and / or ORSO products or services (as the case may be).

For the purposes of direct marketing, the relevant AIA group of companies which collected your personal data may provide your personal information (with the exception of any personal data collected by the AIA Group of companies whilst providing any Retirement Schemes related services) to providers (whether within or outside of AIA group of companies) of any of the Classes of Marketing Subjects described above and call centre, marketing or research services so that they can send you promotional materials and conduct direct marketing in relation to the products and services they offer (these materials may be sent to you by postal mail, email or other means). We may provide your personal data to providers (whether within or outside of AIA group of companies) of any of the Classes of Marketing Subjects for gain.

Before using or providing your personal data for the purposes and to the transferees set out above, we 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. In case you withdraw your consent, the above listed AIA group of companies will cease using your personal data for direct marketing purpose.

The types of personal data that we intend to use and provide for direct marketing purposes as described above are your name and contact details.

You may in future withdraw your consent to the use and provision to a third party by the relevant AIA group of companies of your personal data for direct marketing purposes and thereafter AIA group of companies shall cease to use such data for direct marketing purposes.



If you wish to withdraw your consent, please inform us by writing to the address in the section on “Access Rights to Personal Data” or sending us an email. Any such request should clearly state details of the personal data in respect of which the request is being made.

**Amendments to this PIC Statement**

The above listed AIA group of companies reserves the right, at any time and without notice, to add to, change, update or modify this PIC statement and the Privacy Addendum for Mainland China, simply by notifying you of such change, update or modification. If we decide to change our personal data policy, those changes will be notified to you either on our website or in writing so that you are always aware of what information we collect, how we use the information and under what circumstances the information is disclosed. Any such change, update or modification will be effective immediately upon posting.

**Additional Information**

Should you have any questions on any part of this PIC statement or would like additional information regarding the above listed AIA group of companies’ data privacy practices, please do not hesitate to contact us.

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## AIA PRIVACY ADDENDUM FOR MAINLAND CHINA

This section only applies to you if you are located in mainland China.

AIA Group of companies, the issuer of your insurance policy or the service provider of your retirement scheme, being either of AIA Company Limited, AIA International Limited, acting through its Hong Kong branch or Macau branch, AIA Everest Life Company Limited, AIA Company (Trustee) Limited (hereinafter also referred to as “we”, “us” or “our”), as the case may be, is the controller and processor of your personal data and you may reach us via [aiahk.compliance@aia.com](mailto:aiahk.compliance@aia.com). This Privacy Addendum forms part and parcel of the AIA Personal Information Collection Statement and specific to individual customers (including individual directors and employees of a corporate customer) who are located in mainland China and receiving our products and/or services from Hong Kong/Macau. As required by the laws of mainland China, we may need to seek your consent on how we use your personal data and, in relation to certain personal data which is considered sensitive based on the laws in mainland China, we may need your separate consent. Your personal data will be collected, accessed, processed, used, stored, and/or transferred outside of, mainland China. If you do not consent to this Privacy Addendum, we may not be able to provide you with the product(s) you are purchasing from us and offer you with the services associated with the product(s) and this would also include our inability to provide products or services to a corporate customer which is your employer if you (as an employee) do not consent to this Privacy Addendum.

Under the applicable data protection laws in mainland China, we will process your personal data based on your consent, unless your personal data are:

- necessary to conclude or perform a contract in which you are a party;
- necessary for us to comply with legal obligations;
- necessary to respond to public health emergencies;
- necessary to protect individuals’ life, health, and property safety;
- reasonably processed in news reporting and public opinion oversight for public interests; and
- publicly available, because of your voluntary disclosure or a legal requirement, and reasonably processed.

Certain personal data that we collect about you is sensitive personal data as defined in the applicable data protection laws in mainland China (“Sensitive Personal Data”), which is personal data that may materially impact your rights and interests, if breached or unlawfully used, including but not limited to financial accounts, national identification number, health-related information, or any personal data of minors under the age of fourteen. We collect the Sensitive Personal Data only for specific purposes, such as assessing your application for the issuance of an insurance policy to you, investigation on any claims applications submitted to us, your application for retirement scheme related account opening and the administration of the retirement scheme.

We will retain your personal data for the period necessary to fulfill the purposes outlined in the AIA Personal Information Collection Statement and this Privacy Addendum. The criteria used to determine our retention periods may include one or more of the following: as long as we have an ongoing relationship with you; as required by a legal obligation to which we are subject; and as advisable in light of our legal position (such as in regard of the applicable statute of limitation, litigation, audits or regulatory investigation).

We may also provide your personal data with our agents, brokers, insurers, third party service providers, medical institutions such as hospitals, medical clinics and laboratory testing facilities, parent companies, subsidiaries and affiliated companies, auditors, legal advisors, corporate customers (including their member companies) who maintain group insurance policy with us and, under which policy, you and your dependants receive insurance products or services from us, financial advisors, reinsurers, regulators, banks, payment settlement agents, third party payment service providers and claims investigation organizations (each, a “recipient”, collectively, “recipients”) for the purpose of the administration of your insurance policies, your retirement scheme accounts administered by us and the provision of products and services to you. A list of personal data recipients is available <https://www.aia.com.hk/en/privacy-statement-main.html>.

The recipient(s) of your personal data may collect and process your personal data and return to us for the purpose of the administration of your insurance policies. The types of personal data that we provide to the recipients include without limitation personally-identifiable information, your medical information, your past health records/information, your financial information. We may deliver your personal data through electronic means or other mode of dispatch to the recipients. In compliance with the applicable rules and regulations of mainland China, we implement maximum security in controlling, processing and transferring of your personal data and Sensitive Personal Data. We also adopt our own security policies to safeguard your personal data and Sensitive Personal Data.

In addition to the access rights set forth in AIA Personal Information Collection Statement, you have the right to obtain a copy of your personal data held by us and the right to request us to delete such personal data under any of the following circumstances:

- where the purposes of processing your personal data have been achieved or have failed to be achieved, or the personal data is no longer necessary for achieving the purposes;
- where we have ceased to provide the products or services, or the retention period has expired;
- where you have withdrawn your consent; and
- where we have violated the applicable data protection laws and regulations.

To the extent inconsistent with the provisions of this Privacy Addendum, including but not limited to definitions (e.g., sensitive personal information), China's Cybersecurity Law, Personal Information Protection Law, Data Security Law, their implementing measures and other Chinese laws and regulations in relation to cybersecurity and data protection will prevail.

We have the right to update this Privacy Addendum from time to time and we will notify you of our updates to this Privacy Addendum by posting it on our website or application platforms (as the case may be). You may withdraw your consent to our use of your personal data by contacting us through the contact details set out in this Privacy Addendum. If you withdraw your consent to our processing of your personal data, we may not be able to provide the relevant products and/or services to you.

I have read and understood this Privacy Addendum and agree that the AIA Group of companies can process my personal data and Sensitive Personal Data as set out in this Privacy Addendum.

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