

投保書 Proposal Form

「卓越」優車樂 SmartDrive Private Car

經紀業務適用
For broker business

- 你必須在此投保書上填報一切有關的重要事實，否則該合約「保單」將告無效或可被視為無效。如你不清楚某一事實是否重要，也請將此事實在下面說明。
You are required to disclose in this application ALL material facts; otherwise the contract "Policy" may be void or voidable. If you are in doubt whether certain facts are material, please disclose them as below.
- 如此申請上未有註明，投保人將被視為保單持有人。The Proposer shall be deemed to be the Policyholder unless otherwise indicated in this proposal form.

請以英文正楷填寫，並在適當的空格內填上 ☒ Please fill in this form in English block letters and tick the boxes where appropriate ☒

* 必須填寫項目 Mandatory fields

投保人資料 PROPOSER DETAILS

投保人姓名 - 姓* Name of Proposer - Surname		名* Given Name		性別* Sex
香港身份證號碼* HKID Card No.	出生日期 Date of Birth* 日 dd/月 mm/年 yyyy	婚姻狀況 Marital Status <input type="checkbox"/> 單身 Single <input type="checkbox"/> 已婚 Married	職業* Occupation	工作性質* Job Nature
住宅地址* Residential Address				<input type="checkbox"/> 香港 HK <input type="checkbox"/> 九龍 KLN <input type="checkbox"/> 新界 NT
聯絡資料 (必須填寫手提電話及電郵地址) Contact Information (Mobile No. and Email are mandatory)				
流動電話* Mobile	公司電話 Office Tel	住宅電話 Home Tel	電郵地址* Email	

公司資料 COMPANY DETAILS (如以公司名義作為投保人 If the proposer is a business entity/company)

公司名稱 (與商業登記證相同)* Company Name (as on Business Registration)	公司註冊號碼* Company Registration/Certificate of Incorporation No.	業務性質* Business Type
公司地址* Company Address		<input type="checkbox"/> 香港 HK <input type="checkbox"/> 九龍 KLN <input type="checkbox"/> 新界 NT
公司聯絡人* Contact Person for Company	聯絡電話 / 傳真號碼* Tel No./Fax No.	電郵地址 Email

通訊地址 CORRESPONDENCE ADDRESS (如與上述地址不同 If different from above mentioned address)

通訊地址 Correspondence Address	<input type="checkbox"/> 香港 HK <input type="checkbox"/> 九龍 KLN <input type="checkbox"/> 新界 NT
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投保細則 INSURANCE COVER

☐ 綜合保障 (簡稱全保) Comprehensive Cover ☐ 第三者責任保障 Third Party Cover Only

受保汽車是否需要於中國境內行駛? Is the Insured Vehicle required to be driven within China? ☐ 是 (請註明省份) Yes (Please specify Provinces) _____ ☐ 否 No

本保單由 _____ 起一年內有效
Policy to commence on _____ for one year

此保單提供的保障，必須在本公司確定接納投保後，及收妥保費後，才能正式生效。有本公司曾簽發的暫保單者則除外。
The liability of the Company does not commence until this proposal form has been accepted by the Company and the premium is received, except as provided by any official certificate issued by the Company.

投保汽車資料 CAR DETAILS

註：若空位不敷應用，請另加紙張填寫。NB: Should there be insufficient space, please continue on a separate sheet.

1 車輛登記號碼 Registration No.	2 廠名 Make	3 型號 Model	4 汽缸容量 Cylinder Capacity	5 車身類型 Type of Body
6 出廠年份 Year of Manufacture	7 座位限額 (司機除外) Seating Capacity (excluding driver)	8 底盤號碼 Chassis No.	9 引擎號碼 Engine No.	

安盛保險有限公司 AXA General Insurance Hong Kong Limited

香港黃竹坑黃竹坑道38號安盛匯5樓 5/F, AXA Southside, 38 Wong Chuk Hang Road, Wong Chuk Hang, Hong Kong
電話: (852) 2523 3061 傳真: (852) 2810 0706 電郵: axagi@axa.com.hk
www.axa.com.hk

投保汽車裝置哪一類的防盜設備？
Which type of theft alarm system has been installed in the car?

☐ 沒有裝置任何防盜設備 No alarm system installed

☐ 原廠防盜設備 Factory alarm system installed

☐ 原廠防盜設備及附加防盜系統 (請詳述) Factory alarm system plus extra anti-theft device (please specify)

投保汽車是否曾作任何形式的非法改裝？
Has the Insured Vehicles been illegally modified?

☐ 是 Yes

☐ 否 No

若選擇「是」，請詳述 If "Yes", please specify

投保汽車是否會分期付款方式購入？（本公司會提供多一份保單以便閣下轉交按揭公司）
Is the car under a hire purchase agreement?
(An extra copy of the policy will be sent to you for forwarding to your hire purchase company)

☐ 是 Yes

☐ 否 No

若選擇「是」，請註明 If "Yes", please specify

按揭公司或銀行名稱 Name of Mortgagee/Bank

借貸餘額 Outstanding Loan Amount

\$

汽車用途 CAR USE

投保汽車是否會接載乘客或貨物而作租用或取酬用途？
Will passengers or goods be carried for hire or reward?

☐ 是 Yes

☐ 否 No

若選擇「是」，請詳述 If "Yes", please specify

請列明投保汽車的主要用途？
What is the main use of the car?

☐ 私人用途 Personal

☐ 業務用途 Business

「無賠償折扣」 NO CLAIM DISCOUNT

投保者是否享有「無賠償折扣」？
Are you entitled to a "No Claim Discount" from previous insurers?

☐ 是 Yes

☐ 否 No

若選擇「是」，請詳述 If "Yes", please specify

無賠償折扣 NCD 到期日 Expiry Date 前次承保的保險公司 Name of previous Insurer

車牌號碼 Registration No. 保單號碼 Policy Reference

駕駛者資料 DRIVERS DETAILS

請列明所有經常操作此車輛之駕駛者。 Please specify all drivers who regularly operate the vehicle.

姓名* Full Name	性別* Sex	香港身份證號碼* HKID Card No.	出生日期* Date of Birth	職業* Occupation	婚姻狀況 Marital Status	與投保人關係* Relationship to Proposer	實際駕駛年數* No. of Years Actual Driving
主要駕駛者 Main Driver							
1			日 dd/月 mm/年 yyyy				
2			日 dd/月 mm/年 yyyy				
3			日 dd/月 mm/年 yyyy				
4			日 dd/月 mm/年 yyyy				

以上列名的駕駛者及/或投保人，是否曾在過去24個月內被吊銷執照或被記錄違例駕駛分數超過12分？若有此記錄者，請詳述
Have any of the above drivers and/or Proposer ever been disqualified or accumulated more than 12 driving offence points in the past 24 months? If "Yes", please specify

☐ 是 Yes

☐ 否 No

以上列名的駕駛者及/或投保人，是否曾在過去3年內因汽車意外而向保險公司作出索償？若有此記錄者，請詳述
Have any of the above drivers and/or Proposer made a motor claim in the past 3 years? If "Yes", please specify

☐ 是 Yes

☐ 否 No

付款方法 PAYMENT METHOD

本人選擇以下列方式繳交保費及徵費^港幣
I wish to pay my premium and levy^ HK\$

☐ 支票 抬頭請填「安盛保險有限公司」
Cheque payable to AXA General Insurance Hong Kong Limited

☐ VISA 咭

☐ 萬事達咭 MasterCard

信用咭號碼 Credit Card No. 信用咭有效期至 Credit Card Expiry Date

持咭人姓名 Cardholder's Name

本人授權安盛保險有限公司從本人上述的信用咭賬戶支取有關保險保單的保費及徵費^。
I hereby authorize AXA General Insurance Hong Kong Limited to charge my above credit card for the insurance premium and levy^ of this insurance policy.

持咭人簽署 Cardholder's Signature

日期 (日/月/年) Date (dd/mm/yyyy)

投保人須知 IMPORTANT NOTES TO PROPOSER

1. 在意外索償時，本公司將依據本保單之條件及有關之「自負金額」計算賠償金額，惟該金額將不超過投保汽車在意外時之「合理市值」。
In the event of a claim for loss of or damage to the car, the maximum amount of our payment, subject to the terms and conditions of the insurance policy, and including any claims excesses that may apply, is limited to the reasonable market value of the car at the time of its loss or damage.
2. 閣下必須在其知悉範圍內提供所有有關會影響保險公司於接納或釐定此保單條文的資料，如對應透露的資料有任何疑問，請即向本公司或閣下的保險代理/經紀查詢。我們建議閣下將有關的資料作記錄（包括信件副本），以備日後作參考之用。為確保閣下的利益，閣下應如實呈報所有有關資料，否則此保單將可能無法提供閣下所需的保障，甚至可能會導致此保單無效。
Any other facts known to you which are likely to affect acceptance or assessment of the insurance cover you are requesting must be disclosed. Should you have any doubt about what you should disclose, do not hesitate to ask us or your insurance agent/broker. We recommend you keep a record (including copies of letters) for your future reference of any additional information given. Providing correct answers and making sure we are informed is for your own protection, as failure to disclose such information may mean that your policy will not provide you with the cover you require and may even invalidate the policy altogether.

聲明 DECLARATION

本人/我們謹此確認本人/我們並沒有代表任何其他人士提出此投保申請；如在此投保書或就此申請提交的任何其他文件上另有註明則除外。

I/We HEREBY CONFIRM that I/We am/are not acting on behalf of any other person for this insurance application unless otherwise expressly indicated in this proposal form or any other documents provided to the Company for this application.

本人/我們謹此代表本人/我們及其他在此投保書提及之人士（下稱「相關人士」或「我們」）（為免存疑，「相關人士」或「我們」指包括本人及此投保書提及之其他人士）聲明及同意

I/We HEREBY DECLARE AND AGREE on behalf of myself/ourselves and other persons referred to in this application (hereinafter referred to as "Relevant Persons", "We", "Our" or "Us") (for the avoidance of doubt, the expressions "Relevant Persons", "We", "Our" or "Us" include myself/ourselves and such other persons) that

1. 上述一切陳述及問題的所有答案，不論是否本人/我們親手所寫，就本人/我們所知所信，均為事實全部並確實無訛；
all statements and answers to all questions whether or not written by my/our own hand are to the best of my/our knowledge and belief complete and true;
2. 上述問題的所有答案及此投保書，將成為發出保單的根據，並作為保單的一部份；
all answers to such questions, together with this application, shall form the basis and become a part of the policy;
3. 本人/我們已細閱並明白所申請的保單之主要銷售刊物之內容；
I/We have read and fully understood the Proposal for the policy applied for;
4. 本人/我們會向貴公司申報，自簽署此投保書至保單簽發期間，有關任何一位相關人士的重要事實之轉變；
I/We shall disclose to the Company any change and/or material facts of all Relevant Person(s) that occur after signing this proposal form but before the policy is issued;
5. 保單將在有關保費已全數繳清及符合所有規定後，方能生效；
the policy shall effective only following the full payment of premium stated in the policy schedule and all applicable requirements being met;
6. 本人/我們對任何人所作出的任何聲明，如沒有在此投保書上填寫或印出，貴公司不須受其約束。
the Company is not bound by and is not required to rely on any statement which I/We may have made to any person if not written or printed here.

本人/我們聲明 I/We declare that

- 據本人所知悉範圍內，所有曾被拒絕投保或續保汽車保險的人士，或因駕車而引致有索償個案或被定罪的人士，或身體有缺陷或體弱有病的人士，將不會駕駛本車。
The car will not be driven by any person who to my knowledge has been refused motor insurance, or continuance thereof, or has had any claims or convictions in connection with any motor vehicle, or who suffers from any physical defect or infirmity.
- 本人/我們從未遭受任何保險公司拒絕受理投保、續保或取消本人/我們保單或要求提高保費及附加特別條件始允承保。
No Insurer has ever cancelled, declined, refused to renew or imposed special terms or conditions on any policy held by myself/ourselves.
- 本人/我們已填報一切重要的有關資料，絕無隱瞞或保留，並同意將本投保書和聲明作為與安盛保險有限公司和本人/我們所訂合約的根據，並以保單上各條款為準則。
I/We have not withheld any material information and accept that this proposal form and declaration shall be the basis of, and be incorporated in, the contract between AXA General Insurance Hong Kong Limited and myself/ourselves.

收集個人資料的聲明 PERSONAL INFORMATION COLLECTION STATEMENT

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），並可能因下列各项目的（“**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。

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.

本人/我們確認本人/我們已閱讀並明白收集個人資料的聲明(“該聲明”)。本人/我們確認本人/我們已被通知本人/我們須詳細閱讀該聲明，而本人/我們已詳細閱讀該聲明對貴公司所收集或持有之本人/我們的個人資料的影響(不論是否此表格所載或從其他途徑所取得)。根據以上所述，本人/我們特此確認並同意安盛保險有限公司根據該聲明使用及轉移本人/我們的個人資料，包括在直接促銷中使用及將本人/我們個人資料提供予其他人士。

I/WE ACKNOWLEDGE AND CONFIRM that I/we have read and understood the Personal Information Collection Statement (“PICS”). I/We confirm that I/we have been advised to read carefully the PICS, and I/we have read it carefully its effect and impact in respect of my/our personal data collected or held by the Company (whether contained in this application or otherwise). Based on the foregoing, I/we hereby give my/our acknowledgement and agree to the use and transfer of my/our personal data by AXA General Insurance Hong Kong Limited in accordance with the PICS, including the use and provision of my/our personal data for the purpose of direct marketing.

[重要通知: 如閣下不同意根據“收集個人資料的聲明”使用和轉移閣下的個人資料作直接促銷用途(參閱“在直接促銷中使用及將其個人資料提供予其他人士”部份)，請在下列方格內 ☐ 加上剔號 (“✓”)，本公司將不會使用閣下的個人資料作為直接促銷用途。]

[Important: If you do not agree to the use and provision of your personal data for direct marketing as set out in the section **"Use and provision of personal data in direct marketing"**, please tick the box below and we will not use your personal data for direct marketing.]

☐ 本人/我們不同意貴公司根據“收集個人資料的聲明”使用和轉移本人/我們的個人資料作直接促銷用途(參閱“在直接促銷中使用及將其個人資料提供予其他人士”部份)及並不願意接收任何貴公司的推廣及直接促銷的材料。

I/We do not agree with the use and provision of my/our personal data for direct marketing purposes as set out above in the **Personal Information Collection Statement** (see **"Use and provision of personal data in direct marketing"**) and do not wish to receive any promotional and direct marketing materials.

佣金披露聲明 COMMISSION DISCLOSURE DECLARATION

本人/我們明白、確知及同意，安盛保險有限公司(“貴公司”)會就本人/我們購買及接受貴公司簽發的保單，於保單有效期內(包括續保期及/或支付額外的保費)向負責安排有關保單的獲授權保險經紀支付佣金。假如本人/我們為法人團體，代表本人/我們簽署的獲授權人員並向貴公司確認他/她已獲該法人團體授權。本人/我們亦明白貴公司必須取得本人/我們以上的同意，才可以處理有關保險申請。

I/We understand, acknowledge and agree that, as a result of my/our purchasing and taking up the policy to be issued by AXA General Insurance Hong Kong Limited (the “Company”), the Company will pay the authorized insurance broker commission during the continuance of the policy including renewals and/or paying additional premium, for arranging the said policy. Where I/We am/are a body corporate, the authorized person who signs on my/our behalf further confirms to the Company that he or she is authorized to do so.

I/We further understand that the above agreement is necessary for the Company to proceed with the application.

投保人簽署 Proposer's Signature
(請勿於空白投保書上簽署 Do not sign a blank form)

日期 Date
(日/月/年 dd/mm/yyyy)

[^] 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 或致電 AXA 安盛 (852) 2523 3061。

[^] 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 or contact AXA at (852) 2523 3061.

Terms of Business Agreement (TOBA)

For Our Clients

1. Objective of TOBA

- 1.1 The objective of this Terms of Business Agreement ("TOBA") is to elaborate the relationship of **Nova Insurance Consultants Limited** ("Nova Insurance") and our professional service provided to you as our clients. **Your instruction to us to bind coverage, the acceptance of policy document from us or the settlement of premium or fee invoice that we render to you constitutes acceptance of the TOBA.**
- 1.2 It sets out the terms under which Nova Insurance and replaces any previous agreements, if applicable, containing the same or similar subject matter.
- 1.3 The TOBA is applicable to you and your Related Parties with the expectation that you have full attorney to agree and enter into the TOBA on behalf of your Related Parties.
- 1.4 You are encouraged to read the TOBA carefully and ensure that you fully understand it so as to protect the best of your own interest.

2. Parties Defined

- 2.1 "Nova Insurance", "we", "us" and "our" means Nova Insurance Consultants Limited, an authorized insurance broker by the Insurance Authority of Hong Kong (IA Insurance Broker Company Licence No. FB1081) and a Mandatory Provident Fund (MPF) Intermediary registered under the Mandatory Provident Fund Authority (MPF Registration No. IC000124).
- 2.2 "Assured", "client", "clients", "you" and "your" means you as our clients.
- 2.3 "Insurance" refers to both insurance, reinsurance and MPF scheme arrangement.
- 2.4 "Insurers" refer to both insurance, reinsurance companies and trustees of MPF schemes.
- 2.5 "Related Parties" refer to all parties for whom or on whose behalf you instruct us and whom we agreed in writing may rely on our advice and/or service.

3. Nova Insurance's Services and Duties

3.1 Scope of Service

- 3.1.1 At request, Nova Insurance will provide the following risk management, insurance management and MPF schemes arrangement services to you including but not limited to:
 - i. gather information from you to enable us to obtain insurance quotations and/or MPF scheme information from the insurance market;
 - ii. negotiate with the insurance market and provide the quotes obtained;
 - iii. place the cover upon receipt of instruction from you; and/or
 - iv. any other services that we have specifically agreed in writing to perform.
 - v. provide information that would assist you in making material decision (including but not limited to offering document of the registered scheme) during MPF scheme arrangements.
- 3.1.2 When handling Investment-Linked Assurance Scheme ("ILAS") product, we shall not give advice on underlying funds (i.e. those funds or assets to which the value of an ILAS policy is linked) or advise on choosing or managing investment choices under an ILAS policy; and any regular reviews of the relevant ILAS policy and its underlying investment choices.
- 3.1.3 We may provide information relating to your insurance programme/MPF

schemes in benchmarking and other analysis, excluding information about investment performance and other information disclosure prohibited by MPFA under their guidelines.

3.2 Claims Services

You should notify us a claim as soon as possible in accordance with the terms and conditions of your insurance policy. Nova Insurance do not accept liability for any delay in or refusal of claims settlement by Insurers. Information submitted to substantiate a claim should be purely factual. Our claims handling services include:

- i. Upon receipt of your notification for all claims or potential circumstances that may give rise to a claim, we will report to relevant insurers for proper handling.
- ii. We shall ensure the communication of reports and correspondence in connection with the claims between insurers, us, you and also appropriate parties are with high transparency.
- iii. When claims settlement is available for collection by us, we shall action promptly and remit to you in accordance with any regulatory requirements. However, no remittance by us will be made before we receive them from insurers.
- iv. You are, however, reminded that in presenting a claim, it is your responsibility to disclose all facts which are material to the claim and to be co-operative with insurers for investigation.

Our views expressed during claims handling are provided in our capacity as your insurance broker and consultant only. They are not intended to be comprehensive and should not under any circumstances be considered as legal advice. Nova Insurance does not and cannot provide you with any legal advice. If you would like to obtain legal advice, you are required to consult your legal advisers.

3.3 Obligation for Information Disclosure

3.3.1 Duty of Disclosure as clients

- i. You must disclose to Nova Insurance and/or your insurers/MPF trustees all information which is material to your requirements for cover or which might influence the insurers/MPF trustees in deciding to accept your risk transfer, finalizing the terms to apply and/or the cost of cover.
- ii. Failure to make such disclosure could result in the policy being rendered void, or enrollment to MPF scheme being rejected so that claims may not be entertained.
- iii. This duty of disclosure applies before the start of the cover when all material information must be disclosed to insurers/MPF trustees to enable terms to be negotiated and cover bound.
- iv. The aforesaid duty of disclosure continues even after your policy had been inception if there is any material change of risk afterward.

3.3.2 Duty of Nova Insurance as your broker

- i. While we shall assist you with the completion of proposals or other documents relating to our services, Nova Insurance does not accept responsibility for accuracy of any answers, statement or information, nor can we sign on any documents on your behalf. Also we shall not be accountable for your failure in delay in disclosing material information.

3.4 Supply of Information by Nova Insurance

- 3.4.1 The services we provide to you are for your exclusive use.
- 3.4.2 All data, recommendations, proposals, reports, and other information supplied by us in connection of our service contains proprietary confidential information and are for your sole use and may not be shared with any third party, unless

Nova Insurance Consultants Limited

Unit 1608, 16/F Chevalier Commercial Centre, 8 Wang Hoi Road, Kowloon Bay, Kowloon, Hong Kong.
Tel (852) 2845 4373 Fax (852) 2845 5146
E-mail nova@nova-insure.com Website <http://www.nova-insure.com>

otherwise agreed by Nova Insurance in writing.

- 3.4.3 We shall promptly send you evidence of cover/MPF scheme enrollment in the form of an insurance policy, a certificate of insurance, a copy of our placing slip or insurance/MPF scheme documents provided by insurer(s)/MPF trustees or Nova Insurance.

It is important that you read all of your documentation carefully and inform us immediately if you have any concerns or not in accordance with your instruction.

We do not guarantee the solvency of any insurer or MPF trustees with which we place business. We suggest you to review publicly available information since only the insured can make the final decision to accept or reject a particular insurer.

3.5 Terms of Premium/Fee Payment

The premium/fee is due on presentation of the Debit Notes and should be paid promptly.

3.6 Client Money Arrangement

- 3.6.1 All client and insurer monies will be kept in our designated client bank account, which is separated from our own money.
- 3.6.2 We may transfer the related client money to another parties for the purpose of effecting a transaction on your behalf.

3.7 Remuneration Statement

- 3.7.1 We are remunerated for our services by the receipt of remuneration paid by insurers. Your agreement to proceed with the insurance transaction shall constitute your consent to the receipt of such remuneration by Nova Insurance.
- 3.7.2 On occasions, we may be remunerated by fees as per our agreement with you. Clause 3.7.1 will not be applicable then.

3.8 Termination of Service

- 3.8.1 Our engagement may be terminated by either party giving thirty (30) days written notice or mutual agreement between Nova Insurance and you.
- 3.8.2 Upon receipt of notification of the aforesaid, Nova Insurance will immediately withdraw from all negotiations including but not limited to renewal negotiation and claims handling. We shall owe you no further obligations to provide any services in relation to our business.

4. Limitation of Liability

- 4.1 The maximum aggregate liability of Nova Insurance relating to or arising out of this TOBA on the services provided under this TOBA shall not exceed HK\$75 million.
- 4.2 This limitation applies to all action including but not limited to negligence, misrepresentation, breach of contracts and/or warranty, strict liability and other torts.
- 4.3 We shall not be liable for any loss of profit or other economic loss arising out of or in connection with this TOBA or the service provided under it.
- 4.4 No person other than you or Nova Insurance shall have any right under the Contracts (Rights of Third Parties) Ordinance (Cap.623 of the Laws of Hong Kong) to enforce any of the provisions of this TOBA.

5. Other Important Issues

5.1 Retention of Document

- 5.1.1 Nova Insurance will have the discretion to retain documents for insurance and/or MPF schemes arrangement on your behalf either in paper or in electronic form in accordance with their document retention guidelines effected from time to time.

- 5.1.2 You are encouraged to keep the policy documents safely, particularly for certain classes of insurance which are possible for claims to be made long after the policy expired, so as to ensure claim, if any, can be made under the policy.

5.2 Data Security & Protection

- 5.2.1 Both Nova Insurance and you will observe the provisions of data protection or privacy legislation, as applicable.
- 5.2.2 This includes, without limitation to:
- any obligation, if any, of the provider of personal data to obtain any required consent for the transfer of information to the recipient by the provider or any third party relating to an identified or identifiable individual that is subject to applicable data privacy or similar laws.
 - any obligation for the use, disclosure and transfer by the recipient of personal information as necessary to carry out its obligation under this TOBA.
- 5.2.3 We expects that all requested personal data is necessary to enable us to provide our service and for client relationship management.
- 5.2.4 Generally, personal data will be kept confidential but we are authorized to disclose your personal data for placement, renewal, benchmarking and statistical analysis, crime prevention and credit assessment.
- 5.2.5 Insurance and/or MPF schemes arrangement and claims handling may involve disclosure of personal data to insurers/MPF trustees and related parties such as consultants, loss adjuster, quality assurance companies etc.

5.3 Marketing Purpose of Client's Information

- 5.3.1 Nova Insurance will, based on the used and assessed information being held about you, to advise you with recommendations about product and service that we think you may be interested in.

5.4 Compliance with Laws

- 5.4.1 Nova Insurance will act in accordance with the requests of regulatory authorities for various jurisdictions which relate to money laundering, terrorist financing and service provided to sanction parties.
- 5.4.2 These actions may include rejecting and/or delaying your requests.
- 5.4.3 For theft and fraud prevention and detection and to assist in verifying identity, Nova Insurance and the insurers/MPF trustees may exchange information and search for records held at fraud prevention agencies. We and the insurers/MPF trustees may also pass information to financial and other organization involved in fraud prevention.

5.5 Governing Law

- 5.5.1 This TOBA which set the terms of Nova Insurance's relationship with you will be governed by and constructed accordance with the Hong Kong Special Administrative Region Laws and any dispute arising under it shall be subject to the jurisdiction of the Hong Kong Special Administrative Region courts.

6. Miscellaneous

- 6.1 Commercial contracts are based on the principle of equity and the parties involved are of equal commercial sophistication in the negotiation process.
- 6.2 Without the intention to construe for or against any party, each party is entering into this TOBA voluntarily and has read and understood the contents.

Nova Insurance Consultants Limited

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E-mail nova@nova-insure.com Website http://www.nova-insure.com



- 6.3 It is understood that the contract parties has had the opportunity to seek legal advice from counsels on their rights and responsibilities under this TOBA.
- 6.4 Our complaints procedure is available on request. All complaints should be addressed to the Compliance Officer of Nova Insurance at the following address, fax number or email address:

*The Compliance Officer
Nova Insurance Consultants Limited
Unit 1608, 16/F Chevalier Commercial Centre, 8 Wang Hoi Road,
Kowloon Bay, Kowloon, Hong Kong.
Fax : (852) 2845 0580
Email: compliance@nova-insure.com*

03 July 2020

Personal Information Collection Statement (the “Statement”)

Nova Insurance Consultants Limited (the “Company”) will, during the course of providing risk management service, insurance management service, insurance products and/or other related services, collect personal information (the “Personal Information”) from our existing or potential clients, including individual or corporate clients, through oneself or his/her representative(s) (the “Clients”, “you” or “your”). The Company shall protect such personal information in accordance with The Personal Data (Privacy) Ordinance (The “Ordinance”).

1. Purposes For Collecting Personal Data

Personal data relating to our Clients held or collected by the Company (including but not limited to copies and other details of identity documents, proof of address and other contact details, religious, philosophical or political affiliations, information concerning age, marital status, racial or ethnic origin, education, credit information, genetic or sexual life, health or medical condition/diagnosis, dietary preference, commission or alleged commission of any offence or proceedings for any offence committed or alleged to have been committed, the disposal of such proceedings or the sentence of any court in such proceedings and claims history) may be used for the following purposes:

- i. client relationship management procedures, including any potential conflict checks as may be required;
- ii. provide risk management, insurance management, insurance products and/or related services to the clients;
- iii. those purposes specifically provided for in any particular service or product offered by the Company;
- iv. conducting marketing and sales activities in connection with insurance and related services and products (including those provided by the Company and/or selected third parties for the purpose of improving our services to the clients or that we think may interest the clients);
- v. credit assessments and other background checks of the clients as the Company may determine to be necessary or appropriate;
- vi. internal record keeping by the Company;
- vii. collection of outstanding payments;
- viii. prevention of crime (including but not limited to fraud, money-laundering; bribery);
- ix. meeting any legal or regulatory requirements relating to the Company’s provision of services and products and to make disclosure under the regulatory requirements applicable to the Company;
- x. any other purposes relating to the purposes listed above (including but not limited to statistical analysis).

Failure to supply such personal information may result in the Company being unable to provide the related services to you.

2. Disclosure of Personal Information

The Company values all personal information received and do our best to maintain its privacy, but you hereby consent and authorize the Company to provide such data to the following parties for the purposes set out in paragraph (1) of this Statement:

- i. Any person to whom the Company is compelled or required to do so under law or in response to a competent or government agency;
- ii. Relevant parties arranging risk management service, insurance management service, insurance products and/or other related services, claims services, benefits administration services or wellness services such as insurance companies, health maintenance organizations etc (including but not limited to agents, consultants and/or market researchers);
- iii. The Company’s affiliates;
- iv. Government agencies and industry regulators;
- v. The Company’s auditors, accountants, lawyers or other financial or professional advisers; and
- vi. Such sub-contractors or third party service or product providers as the Company may determine to be necessary or appropriate, in accordance with paragraph (1) of this Statement;
- vii. Such person(s) who has the same liability of confidentiality.

Such information may be transferred to a place outside Hong Kong.

3. Personal Data Protection

The Company assures the implementation of the appropriate administrative and security safeguards and procedures in accordance with the applicable laws and regulations to prevent the unauthorized or unlawful processing of your Personal Information and the accidental loss or destruction of, or damage to, your Personal Information.

4. Rights of Access and Correction

Our Clients are entitled to access any personal data we hold about them, and/or to correct or update it. They also have the right to request details of our privacy policy and the types of personal data we hold.

If our Clients wish to exercise any such right, please send a request in writing to the Compliance Officer of the Company at the following address:

Compliance Officer
Nova Insurance Consultants Limited
Unit 1608, 16/F Chevalier Commercial Centre, 8 Wang Hoi Road, Kowloon Bay, Kowloon, Hong Kong.
Email: compliance@nova-insure.com

5. The Company reserves the rights to amend this Statement.
6. In case of discrepancies between the English and Chinese version, the English version shall prevail.

1 October 2019

Nova Insurance Consultants Limited

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E-mail nova@nova-insure.com Website <http://www.nova-insure.com>



個人資料收集聲明（「本聲明」）

新城保險顧問有限公司（「本公司」）在提供風險管理、保險管理、保險產品及/或其他相關服務過程中，我們現有或潛在客戶，包括個人客戶及公司客戶，由其個人及/或客戶代表（「客戶」或「您」）向本公司提供個人資料（「個人資料」）。本公司將會依從個人資料（私隱）條例（「條例」）保護此等資料。

1. 個人資料收集目的

本公司所保存或收集的客戶個人資料（包括但不限於身份證明文件複印件或其他數據、地址證明及其他通訊詳情、年齡、婚姻狀況、種族或民族、教育程度、信用狀況、身體或心理的健康或醫療狀況、飲食習慣、任何犯罪或指控犯罪、任何犯罪或指控犯罪之程序、此等程序之處置或法院對此類程序所判的刑罰和以往索償紀錄）可能會用作下列用途：

- i. 客戶關係管理程序，包括必要時進行潛在利益衝突之查詢；
- ii. 提供風險管理、保險管理、保險產品及/或服務相關之其他服務給客戶；
- iii. 因應本公司所提供之特定服務或產品的要求；
- iv. 進行與保險及相關服務及產品的營銷活動（包括由本公司及/或其他指定第三方為了提升我們服務水平或基於我們認為會吸引客戶為目的有關活動）；
- v. 本公司認為必要或適當時對客戶的信用評估及背景查詢；
- vi. 用作本公司內部記錄保存；
- vii. 向客戶收取未結清款項；
- viii. 防止犯罪（包括但不限於詐欺、洗錢、賄賂等）；
- ix. 為遵循有關本公司提供服務及產品的法定要求；及
- x. 與上述有關的其他用途（包括但不限於統計分析）。

客戶若未能提供該等個人資料，可能導致本公司無法提供相關服務及/或產品。

2. 個人資料披露

本公司重視一切客戶提供的個人資料，並盡力保護客戶私隱。唯您在此同意並授權本公司可能會向以下各方透露該等資料作本聲明第1條所列出的用途：

- i. 本公司按法律規定或有資質的官方或政府機關強制要求下需要向其披露的人士；
- ii. 各個提供風險管理、保險管理、保險產品及/或相關服務、理賠服務、僱員福利管理服務、保健服務等機構，例如：保險公司、健康管理公司等（包括但不限於代理、顧問及/或市場研究公司）；
- iii. 本公司的關聯機構；
- iv. 政府機關及行業監管單位；
- v. 本公司的稽核人員、會計師、律師，或其他財務或專業顧問；
- vi. 在本聲明第1條下本公司認為必要及恰當地向其披露的分判商及第三方服務提供商；及
- vii. 對本公司有同樣保密責任的任何人士。

此等個人資料可能被轉移至香港境外。

3. 個人資料保護

本公司承諾依據相關法令實行適當的行政管理及安全防護措施與程序，以防止客戶個人資料遭到未經授權或不法的處理，以及避免客戶個人資料遭受意外遺失、毀壞或損害。

4. 查閱及改正資料

客戶有權查閱、改正及/或更新本公司持有的個人資料；客戶亦有權索取本公司私隱政策及保存在本公司的個人資料詳情。

如客戶希望查閱及改正資料，請以書面經以下聯絡方法向本公司的合規主任提出：

新城保險顧問有限公司合規主任
香港九龍九龍灣宏開道8號其士商業中心16樓1608室
電郵：compliance@nova-insure.com

5. 本公司保留修改本聲明的權利。

6. 本聲明以英文版本為準，中文翻譯版本只供參考。

2019/10/1

新城保險顧問有限公司

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