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1. ACE’s Personal Data Protection Policy

ACE Insurance Limited ("ACE") is committed to the protection of your personal data. ACE collects, uses, discloses and retains your personal data in accordance with the Personal Data Protection Act 2012 ("PDPA") and our own policies and procedures.

The purpose of this Data Protection Policy ("Policy") is to regulate how ACE collects, uses, discloses and retains personal data. We developed this Policy as part of our on-going commitment to the protection of your personal data.

For a summary of our privacy commitment to you, including the type of personal data we collect; how we collect it; how to access, correct or update your personal data; or what to do if you have a complaint about the treatment of your personal data, please refer to our privacy statement available on our website at www.acegroup.com/sg or by contacting us.

2. Objectives

The objectives of this Policy are to:

a. Provide a set of privacy and personal data protection standards that govern our procedures and protect the privacy of your personal data.

b. Demonstrate our on-going commitment to protecting your privacy and addressing any privacy concerns that you might have.

c. Describe the ways in which we collect, use, disclose and retain your personal data.

d. Ensure that we comply with the PDPA.

e. Facilitate our compliance with any further developments in the protection of personal data.

3. Personal Data Protection Act 2012 ("PDPA")

Below, we provide guidance as to how we collect, use, disclose and retain your personal data in accordance with the PDPA and how we administer this Policy.

4. Consent Obligation

4.1. Consent Required

4.1.1. ACE shall not collect, use or disclose your personal data unless:

a. you give, or are deemed to give, consent to the collection, use or disclosure of your personal data; or

b. the collection, use or disclosure of your personal data without your consent is required or authorised under the PDPA or other written law.

4.2. Provision of Consent

4.2.1. ACE shall not, as a condition of providing a product or service to you, require you to consent to the collection, use or disclosure of your personal data beyond what is reasonable to provide the product or service to you.

4.2.2. ACE shall not obtain or attempt to obtain your consent for collecting, using or disclosing personal data by providing false or misleading information with respect to the collection, use or disclosure of your personal data, or use deceptive or misleading practices.
4.3. Deemed Consent

4.3.1. You are deemed to consent to the collection, use or disclosure of your personal data for a purpose if:
   a. you voluntarily provide your personal data to ACE for that purpose, albeit without actually expressly providing your consent; and
   b. it is reasonable that you would voluntarily provide the data.

4.3.2. If you give, or are deemed to give, consent to the disclosure of your personal data by ACE to another organisation for a particular purpose, then you are deemed to consent to the collection, use or disclosure of your personal data for that particular purpose by such other organisation.

4.4. Withdrawal of Consent

4.4.1. On providing reasonable notice to ACE, you may at any time withdraw any consent given, or deemed to be given, in respect of ACE’s collection, use or disclosure of your personal data for any purpose.

4.4.2. You may submit the withdrawal of consent via mail, email or by completing the Withdrawal of Consent Form and submit to the ACE DPO.

4.4.3. On receipt of such notice, ACE shall inform you of the likely consequences of withdrawing your consent.

4.4.4. Please allow up to 30 days for ACE to process and update your request. You may continue to receive marketing messages and other product information from ACE within these 30 days.

4.4.5. ACE shall not prohibit you from withdrawing your consent to the collection, use or disclosure of your personal data.

4.4.6. If you withdraw your consent, then ACE shall cease (and cause its data intermediaries and agents to cease) collecting, using or disclosing your personal data unless otherwise required under the PDPA or other written law.

4.4.7. Although you may have withdrawn consent for the collection, use or disclosure of your personal data, ACE may retain your personal data for purpose of administering your policy with ACE and in accordance with ACE Records and Retention Policy.

5. Purpose Limitation Obligation

5.1. Limitation of Purpose

5.1.1. ACE may collect, use or disclose your personal data only for purposes:
   a. that a reasonable person would consider appropriate in the circumstances; and
   b. where you have been informed in accordance with clause 4.2 of this Policy, to the extent applicable.

5.2. Notification of Purpose

5.2.1. ACE shall provide you with the following information whenever we seek to obtain your consent to the collection, use or disclosure of your personal data, except under circumstances where your consent is deemed or is not required:
   a. the purpose(s) for the collection, use or disclosure of your personal data, on or before collecting your personal data;
   b. any other purpose(s) for the use or disclosure of your personal data of which you have not been informed under clause 4.2.1 of this Policy, before the use or disclosure of your personal data for that purpose; and
   c. on requested by you, the contact details of the ACE Data Protection Officer (“DPO”), who can answer your questions about the collection, use or disclosure of your personal data.
6. Access and Correction Obligation

6.1. Access to Your Personal Data

6.1.1. On your request, and subject to the restrictions set forth in the PDPA, ACE shall, as soon as reasonably possible, provide you with:
   a. your personal data that is in ACE’s possession or control; and
   b. information about the ways in which your personal data has or may have been used or disclosed by ACE within a year before the data of your request.

6.1.2. ACE may charge you a minimum fee for access to your personal data to offset the administrative costs in complying with such requests.

6.2. Correction of Your Personal Data

6.2.1. You may request ACE to correct an error or omission in your personal data that is under ACE’s control or possession. Unless ACE is satisfied on reasonable grounds that a correction should not be made or the law states otherwise, ACE shall:
   a. correct your personal data as soon as practicable; and
   b. send your corrected personal data to every organisation to which your personal data was disclosed by ACE within a year before the data the correction was made, unless that other organisation does not need the corrected personal data for any legal or business purpose.

6.2.2. ACE is not required to correct or alter an opinion, including professional or an expert opinion.

7. Accuracy Obligation

ACE shall make reasonable efforts to accurately record your personal data as given by you or your representatives and make reasonable efforts to ensure that your personal data is accurate and complete, if the personal data:
   a. is likely to be used by ACE to make a decision that affects you; or
   b. is likely to be disclosed by ACE to another organisation.

8. Protection Obligation

ACE shall protect personal data in its possession or control by making reasonable security arrangements to prevent unauthorised access, collection, use, disclosure, copying, modification, disposal or any other similar risks.

9. Retention Limitation Obligation

ACE shall cease to retain documents containing your personal data, or remove the means by which your personal data can be associated with you, as soon as it is reasonable to assume that:
   a. the purpose for which your personal data was collected is no longer being served by retention of your personal data; and
   b. retention is no longer necessary for legal or business purposes.

10. Transfer Limitation Obligation

ACE shall not transfer your personal data outside of Singapore except in accordance with the requirements of the PDPA.
11. Do Not Call Provisions

11.1. ACE shall not, and shall ensure that its agents shall not, send a specified message to a Singapore telephone number without first checking with the Do Not Call Registry established by the Personal Data Protection Commission ("PDPC") and receiving confirmation from the PDPC that such Singapore telephone number is not listed on the Do Not Call Register.

11.2. ACE shall not, and shall ensure that its agents shall not, send a specified message to a Singapore telephone number, unless the specified message includes clear and accurate information identifying the person sending the specified message and/or ACE, and such person’s and/or ACE’s contact information.

11.3. The prescribed duration within which ACE must check with the Do Not Call Registry before sending a specified message to a Singapore telephone number will be:
   a. 60 days, for messages sent before 1 August 2014; and
   b. 30 days, for messages sent on or after 1 August 2014.

   You may continue to receive marketing messages and other product information from ACE within the prescribed validity period.

11.4. ACE shall not make, cause or authorise a voice call addressed to a Singapore telephone number that conceals or withholds, or that has the effect of concealing or withholding, the calling line identity from the recipient.

11.5. ACE shall not require a subscriber or users of a Singapore telephone number to consent to the sending of a specified message beyond what is reasonable for ACE to provide its goods and services. ACE shall not obtain or attempt to obtain such consent by:
   a. providing false or misleading information; or
   b. using deceptive or misleading practices.

11.6. If a subscriber or user of a Singapore telephone number gives notice withdrawing consent for the sending of a specified message to that number, then ACE shall cease (and cause its agents to cease) sending specified messages to that number.

12. Complaints Handling Procedure

12.1. Should you be unhappy with our treatment of your personal data or you believe there has been a breach of this Policy, please contact ACE’s Data Protection Officer (details in clause 15 below) and clearly set out the nature of your concern.

12.2. Complaints may be initially made orally, or in writing. Where a complaint is made orally, you must confirm the complaint in writing as soon as possible. If you require assistance in lodging your complaint, please contact us.

12.3. Your complaint will be reviewed and you will be provided with a written response within fourteen (14) working days.

13. Compliance With This Policy

13.1. ACE implements this Policy through the use of proper procedures and staff training to ensure compliance with this Policy.

13.2. We ensure that all our employees and any representatives who deal with personal data are aware of the standards of this Policy.

13.3. ACE requires that all of its staff and representatives with access to personal data maintain confidentiality concerning that personal data. We implement that requirement through appropriate contractual terms and internal policies.

13.4. Our procedures for handling personal data are developed to implement the standards of this Policy. ACE trains its employees in the proper conduct of those procedures that are relevant to their duties.
14. Review of ACE’s Data Protection Policy

ACE ensures that this Policy remains current and continues to fulfil its objectives. This is achieved through periodical reviews, having regards to:

a. the need to actively consider privacy and data protection issues as new products and services are developed or offered;
b. any guidance issued in relation to the PDPA; and
c. any changes to the PDPA.

15. Data Protection Officer (“DPO”)

For further information about this Policy or to access our complaint handling procedure, please address your correspondence to:

Address: ACE Data Protection Officer
138 Market Street
#11-01 CapitaGreen
Singapore 048946

Email: dpo.sg@acegroup.com
About ACE in Singapore

ACE Group is one of the world’s largest multiline property and casualty insurers. With operations in 54 countries, ACE provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients. ACE Limited, the parent company of ACE Group, is listed on the New York Stock Exchange (NYSE: ACE) and is a component of the S&P 500 index.

ACE has been present in Singapore since 1948, providing risk management and underwriting expertise for all major classes of general insurance, including Property & Casualty, Marine, Liability, Financial Lines and Group Personal Accident insurance. Over the years, ACE has established strong relationships with its clients by offering responsive service, developing innovative products and providing market leadership built on financial strength. It has been assigned a financial strength rating of ‘A+/Positive’ and the highest ASEAN credit rating of ‘axAAA’ by Standard & Poor’s. ACE has also been awarded the Singapore Quality Class STAR (SQC STAR) and Singapore Service Class (S-Class) certification for achieving all-round business excellence and high levels of service respectively by SPRING Singapore, the national standards and accreditation body.

More information can be found at www.acegroup.com/sg.

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