

教會保障保險



EduCare | 保險系列

Church Protection
Insurance

POLICY 保單

This is a Church Protection Insurance Policy (hereinafter called the "Policy").

Whereas the Insured whose name is shown 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 **CMB Wing Lung Insurance Company Limited** (hereinafter also called "the Company") for the insurance hereinafter contained and has paid or agreed to pay the premium as consideration of such insurance.

The Company agrees to provide insurance to the extent and in the manner stated in the Sections specified to be operative in the Schedule and subject to the terms and conditions contained in or endorsed on this Policy during any Period of Insurance. This Policy and Schedule shall be read together as one contract and unless specifically stated to the contrary any word or expression to which a specific meaning has been given shall have such specific meaning wherever it may appear.

Each Section of cover under this Policy is optional and is only operative if so stated in the Schedule.

Underwriting Agent:



UNION FAITH INSURANCE AGENCY LIMITED
聯誠保險代理有限公司

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SECTION 1 - PROPERTY ALL RISKS

1.1 DEFINITIONS (for the purpose of this Section)

1.1.1 The Property Insured

Property as described whilst in the Premises stated in the Schedule.

1.1.2 Damage

Accidental loss of or damage to the Property Insured.

1.1.3 Building

The structure of the building(s) (excluding foundation) located at the Situation shown in the Schedule being, unless otherwise specified in the Schedule, built mainly of brick, stone, concrete, or other non-combustible materials and including landlord's fixtures and fittings, walls, gates and fences.

1.1.4 Contents

All contents (other than Money and those excluded under 1.4.1) belonging to the Insured or held by him in trust for which he is responsible including:

1. landlord's fixtures and fittings;
2. tenants' improvements and interior decorations;
3. directors, partners and employees' personal effects;
4. sanitaryware, fixed glass and mirrors.

1.1.5 Premises

The Building located at the Situation shown, unless otherwise specified in the Schedule.

1.1.6 Money

Money means cash, bank and currency notes, cheques, postal and money orders, crossed bankers' drafts, current postage stamps, unexpired units in franking machines, credit sales vouchers all belonging to the Insured or for which he is responsible.

1.1.7 Money in Transit

Money being conveyed by any employee of the Insured to or from any of the Premises within Hong Kong.

1.1.8 Business

The business or profession as stated in the Schedule conducted solely from the Premises.

1.1.9 Business Hours

The period during which the Insured, his partners, directors or employees are on the Premises for the purposes of the Business.

1.2 THE COVER

1.2.1

If during the Period of Insurance the Property Insured or any part thereof shall be accidentally lost, destroyed or damaged, the Company will by payment, replacement, repair or reinstatement indemnify the Insured for the amount of such Damage.

Deductions for wear, tear and depreciation shall not be made provided that costs incurred for reinstatement or replacement are to a condition similar but not better than new and the Sum Insured must be adequate to pay for the replacement of all the Property Insured when being totally damaged.

1.2.2 Limit of Liability

The liability of the Company under this Section shall not exceed:

1. the estimated cost of repair if the property damaged can be repaired but it is not so repaired;
2. the market value of the Property Insured at the time of the Damage if such Property is not so replaced;
3. in the whole the Total Sum Insured or in respect of any Item its Sum Insured or any other Limit of Liability stated in the Schedule or in the Policy at the time of the Damage;
4. the Sum Insured remaining after deduction for any other Damage occurring during the same Period of Insurance, unless the Company has agreed to reinstate any such Sum Insured.
5. HK\$3,000 per person in respect of directors, partners and employees' personal effects.

1.3 EXTENSIONS TO SECTION 1

(COVERAGE FOR THESE EXTENSIONS ARE PROVIDED IF SO STATED IN THE SCHEDULE)

The sum insured is inclusive of the limit of liability under the following extensions except 1.3.1 and 1.3.2 which is payable in addition to the sum insured under this Section

1.3.1 Money

In respect of loss of or damage to Money in Transit within Hong Kong; or on the Premises provided that it being kept in locked drawer, safe or strongroom after Business Hours, the Company will indemnify the Insured against such loss or damage up to the Sum Insured of this item as stated in the Schedule.

1.3.2 Additional Expenditure

In the event of Damage to the Contents or Building occurring on the Premises for which the Company is liable, the Company will indemnify the Insured for the additional expenditure necessarily and reasonably incurred for an amount not exceeding the Sum Insured of this item as stated in the Schedule in order to minimise any interruption or interference with the Business during the indemnity period. For the purposes of this Extension, "indemnity period" means the period of beginning with the occurrence of such Damage and ending not later than twelve (12) months thereafter

during which the results of the Business are affected in consequence of such Damage.

Additional expenditure shall include cost of moving to and from and the additional rent of temporary premises, any compensation or premium necessary to obtain use of same, additional expenses incurred in installing and/or hiring such furniture, fixtures, suitable for occupation as schools; additional cost in respect of lighting, heating and water, additional cost in respect of telephone, stationery, advertising, printing and travelling expenses; additional cost in respect of additional staff and overtime and allowances for meals to existing staff; additional cost of obtaining, owing to such Damage, the necessary information for the replacement of all deeds, documents, plans, drawings, specifications, valuations, card indices and books of account.

1.3.3 Underground Services

The insurance by this Section extends to include the cost of repairing accidentally damaged underground water, gas, and oil pipes or drains; underground electricity and telephone cables for which the Insured is responsible excluding clearance of blockage unless caused by an event insured by this Section. The Company's maximum liability under this extension shall not exceed 5% of the Sum Insured on Building.

1.3.4 Locks and Keys

In the event of theft or attempted theft by force and violence, this Extension will cover the cost of replacing locks or lock mechanisms and keys necessary to maintain the security of the Premises for an amount not exceeding HK\$5,000 any one occurrence of theft provided that the keys of any safe or strongroom are removed from the Premises when they are closed for business.

1.3.5 Fire Extinguishers and Sprinklers

The Company will pay the reasonable costs incurred by the Insured up to the limit of HK\$ 5,000 in refilling fire extinguishing appliances and replacing sprinkler heads solely in consequence of Damage.

1.3.6 Professional Fees

The Sum Insured under each item includes an amount not exceeding 4% of the respective sum insured in respect of reasonable professional fees necessarily incurred by the Insured with the written consent of the Company in the reinstatement of the Property Insured consequent upon its Damage but not for preparing any claim.

Professional fees shall include architects', surveyors' and consulting engineers' fees or other professional fees which shall not exceed that authorised under the scale authorised by their respective professional bodies.

1.3.7 Removal of Debris

The Sum Insured under each item includes an amount in respect of costs and expenses necessarily incurred by the Insured with the written consent of the Company in removing debris, dismantling, demolishing, shoring up and propping of that portion or portions of the Property Insured affected by the Damage. The Company's maximum liability of this extension shall not exceed 10% of the respective Sum Insured.

1.3.8 Capital Additions

The insurance by this Section extends to include any newly acquired property, or any alterations, additions and improvements to the Property Insured for an amount not exceeding 10% of the Sum Insured by the Item, it being understood that the Insured will declare within 6 months the value of any such addition or alteration and pay the appropriate additional premium required from the inception of the additional cover.

1.3.9 Temporary Removal

Loss of or damage to Contents being temporarily removed from the Premises for cleaning, renovation, repair or other similar purposes elsewhere on the same Premises or to other Premises including whilst in transit within Hong Kong in connection with the Business. The Company's maximum liability under this extension shall not exceed 15% of the Sum Insured on Contents.

1.3.10 Loss of Rent

The insurance by this Section extends to cover loss of rent the Insured is liable to pay following loss or damage which renders the Premises or any part of the Premises unfit for occupation by the Insured but only in respect of the period necessary for reinstatement. The Company's maximum liability under this extension shall not exceed 25% of the Sum Insured by this Section.

1.3.11 Damage to the Premises

The insurance by this Section extends to cover Damage for which the Insured is responsible caused by theft to the Premises. The Company's maximum liability under this extension shall not exceed 10% of the Sum Insured on Contents.

1.3.12 Alterations or Repairs

Loss of or Damage to the Property Insured hereunder shall not be prejudiced by any alteration, repair, decoration or maintenance works performed on the Premises, provided that the contract value of each such works shall not exceed HK\$150,000.

1.4 EXCLUSIONS TO SECTION 1

1.4.1 This Section does not cover:

- a) the first HK\$3,000 of each and every loss or damage but this shall not apply to loss or damage caused by fire, lightning or explosion, to theft involving forcible and violent entry into or exit from the Premises, or to

- loss of Money (see 1.4.1b) as below);
- b) the first HK\$500 of each and every loss of Money as described in Extension (1.3.1);
 - c) loss of Money not accompanied by forcible and violent entry to or exit from the Premises;
 - d) loss of Money not reported to the police;
 - e) loss of Money resulting from a drawer, a safe or a strongroom being opened by a key or a combination code left on the Premises out of the Business Hours;
 - f) property more specifically insured;
 - g) deeds, evidence of debt, curios, watches (except stop watches), jewellery, precious stones, precious metals, bullion, furs, rare books, works of art, mobile phones, tablets or hand-held computers;
 - h) stamp collections (but not excluding current postage stamps), bonds, credit cards or securities of any description;
 - i) medals, souvenir flags, and the like awarded to the Insured;
 - j) goods held in trust or on commission, documents, manuscripts, business books, computer systems records, patterns, models, moulds, plans, design, explosives;
 - k) property in transit but not excluding Contents temporarily removed as described in Extension (1.3.9) – Temporary Removal above;
 - l) property or structures in course of construction or erection, construction plant and equipment, materials or supplies in connection with all such property in course of construction or erection;
 - m) land, roads, pavements, piers, jetties, bridges, culverts, excavations, slopes;
 - n) livestock, growing crops or trees;
 - o) property being worked on or damaged as a result of its undergoing any process of manufacture, repair, alteration or servicing;
 - p) Damage to property which at the time of the happening of such Damage is insured by or would but for the existence of this Section be insured by any other policy except in respect of any excess beyond the amount which would have been payable under such other policy had this Section of the Policy not been effected;
 - q) Vehicles licensed for road use (including accessories thereon).

1.4.2 This Section does not cover loss or damage caused by or arising from:

- a) frost, subsidence, ground heave, landslide, coastal erosion, settlement,

- wear and tear;
- rot, mildew, rust, corrosion, insects, woodworm, vermin, dyeing, scratching, cleaning, repair, renovation;
- faulty manipulation, design, plan, specification or materials;
- gradual deterioration, market depreciation or any depreciation in values;
- mechanical or electrical breakdown, failure or derangement unless accompanied by other damage for which indemnity is provided by this Section;
- disappearance, misfiling or misplacing of information, any shortage arising from errors or omissions, or revealed only at the time of stocktaking or making of an inventory and not identifiable with a specific occurrence insured by this Section;
- loss of or Damage to Property Insured from any unattended vehicle;
- fraud, lack of integrity, infidelity or dishonesty of any member of the Insured's household or any of his directors, partners or employees;
- change in temperature, colour, flavour, texture or finish;
- erasure or distortion of information on computer systems or other records whilst mounted in or on any machine or data processing apparatus or due to the presence of magnetic flux unless caused by damage to the machine or apparatus in which the records are mounted;
- consequential loss of any kind except under Extension 1.3.2 and 1.3.10 above;
- theft not accompanied by forcible and violent entry to or exit from the Premises.

1.5 CONDITIONS TO SECTION 1

1.5.1 Average (Underinsurance)

If at the time of Damage, the Property Insured be collectively of greater value than the Sum Insured, the Insured shall bear a share of the Damage corresponding directly to the proportion of underinsurance. Every item, if more than one, of the Property Insured shall be separately subject to this Condition.

1.5.2 Pair And Set

Where any insured item consists of articles in a pair or set, this Policy is not to pay more than the value of any particular part or parts which may be lost, without reference to any special value which such articles may have as part of such pair or set; nor more than a proportionate part of the insured value of the pair or set.

SECTION 2 - PUBLIC LIABILITY

2.1 DEFINITIONS (for the purpose of this Section)

2.1.1 Business

In respect of this Section the business or profession as stated in the Schedule conducted solely from the Premises and including the ownership, maintenance and repair of the Premises; the provision and management of canteens, social, sports or welfare organizations for the benefits of Employees, and the ambulance, first aid and fire services of the Insured.

2.1.2 Bodily Injury

Bodily injury, sickness or disease sustained by a person, including death resulting therefrom.

2.1.3 Property Damage

Loss of or physical damage to tangible property including any resulting loss of use of that property.

2.1.4 Premises

The Building located at the Situation shown in the Schedule.

2.2 THE COVER

2.2.1 The Company will indemnify the Insured against all sums which the Insured shall become legally liable to pay in respect of:

- a. Accidental Bodily Injury;
 - b. Accidental Property Damage;
- arising from or caused in connection with the Business of the Insured and occurring during the Period of Insurance within Hong Kong.

The Company will, in addition, pay all costs and expenses of litigation incurred with the written consent of the Company in respect of a claim against the Insured to which the indemnity expressed in this Section applies.

2.2.2 Limit of Liability

The liability of the Company under this Section for all compensation payable to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause shall be limited to the amount specified in the Schedule for any one occurrence.

2.3 JURISDICTION CLAUSE

2.3.1 The Company shall not be liable under this Section in respect of judgements against the Insured which are not in the first instance delivered by or obtained from a court of competent jurisdiction of the Hong Kong Special Administrative Region.

2.4 EXTENSIONS TO SECTION 2

2.4.1 Indemnity to Other Parties

In the event of a claim being made against any of the Insured's directors, partners, officers, employees or students in such circumstances as could constitute the basis of a claim against the Insured under this Section, the Indemnity provided under this Section shall be extended to such person(s).

The Company shall in the like manner also indemnify the officers, committee members and members of or responsible for the Insured's canteen, social, sports (including extra curricular activities organised by the Insured) and welfare organisations, first aid, fire and ambulance services of and provided by the Insured.

Provided that any of such person(s) claiming indemnity and being treated as though they were individually named as the Insured in this Policy shall observe, fulfill and be subject to the terms and conditions of this Policy insofar as they can apply and that the liability of the Company to all parties indemnified shall not exceed in total the Limit of Liability under this Section.

2.4.2 Personal Effects

Exclusion 2.5.5 of this Section shall not apply to personal effects belonging to any guest or visitor of the Insured provided that the liability of the Company shall not exceed HK\$5,000 in respect of any one guest or visitor, HK\$25,000 in all in respect of any one Period of Insurance.

2.4.3 Leased, Rented or Hired Premises

Exclusion 2.5.5 of this Section shall not apply to Premises (including their fixtures and fittings) leased, rented or hired to the Insured provided that the liability of the Company under this extension shall not exceed 10% of the Limit of Liability under this Section.

However, this Extension shall not apply to liability attaching to the Insured under the terms of any tenancy or other agreement and would not have attached in the absence of such agreement.

2.4.4 Overseas Visits

The indemnity provided by this Section shall extend to include the Insured's legal liability arising from occasional visits outside Hong Kong by any of the Insured's partners, directors or employees in connection with the Business of the Insured, provided that such liability occurs during the Period of Insurance and such partners, directors or employees shall observe, fulfill and be subject to the terms, exclusions, conditions and the Jurisdiction Clause of this Section.

2.4.5 Food and Drink

Exclusion 2.5.7 b) of this Section shall not apply to the legal liability of the Insured for Bodily Injury directly caused by or arising out of any food or drink sold, supplied by or through the Insured and consumed on the Premises or other venues where activities organised by the Insured take place provided that the liability of the Company under this extension shall not exceed 10% of the Limit of Liability under this Section.

2.4.6 Alterations or Repair

The indemnity provided by this Section shall extend to include the Insured's legal liability arising from alteration, repair, decoration or maintenance works performed on the Premises provided that the contract value of each such works shall not exceed HK\$ 150,000. And the Company shall not be liable under this extension for any claim recoverable from any valid Third Party Liability Insurance or Third Party Section of Contractors' All Risk Insurance held by the Insured or under which the Insured is entitled to recover upon.

2.5 EXCLUSIONS TO SECTION 2

This Section does not cover:

- 2.5.1** the first HK\$1,000 of each and every Property Damage claim against the Insured;
- 2.5.2** any liability in respect of fines, penalties, liquidated damages, punitive or exemplary aggravated damages;
- 2.5.3** any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;

- 2.5.4** liability in respect of Bodily Injury or Property Damage which results from a deliberate act of the Insured or which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act;
- 2.5.5** liability in respect of loss of or damage to any property belonging to or in the charge or the control of the Insured or any of the Insured's partners, directors and employees;
- 2.5.6** liability in respect of:
- loss of or damage to any goods or other property sold, supplied, delivered, installed or erected by the Insured;
 - all costs of or arising from the need for making good, removal, repair, rectification, replacement of any such goods or other property, or any defective work executed by the Insured;
- 2.5.7** liability in respect of Bodily Injury or Property Damage directly or indirectly caused by or arising from:
- bursting of boilers or pressure vessels, fumes, atmospheric or water pollution;
 - goods sold, supplied, repaired, serviced, tested or processed by or through the Insured or any person acting on his behalf;
 - error or omission in any advice or specification given or treatment rendered by or through the Insured or any person acting on his behalf;
- 2.5.8** any liability arising out of the ownership, possession or used by the Insured or on his behalf of:
- any mechanically propelled vehicle or trailer attached thereto
 - licensed for road use or is required by any traffic legislation to be the subject of compulsory insurance or other security;
 - the act of loading and unloading;
 - any craft designed to travel in, on or through water, air or space (other than hand-propelled watercraft);
- 2.5.9** liability in respect of Bodily Injury in respect of which statutory compensation is payable by the Insured in his capacity as employer or principal under the Employees' Compensation Ordinance of Hong Kong;
- 2.5.10** liability directly or indirectly occasioned by or through or in consequence of pollution or contamination;
- 2.5.11** any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos in whatever form or quantity;
- 2.5.12** liability which is insured by or would but for the existence of this Section be insured by any other policy except in respect of any excess beyond the amount payable under such other policy or would have been payable under such other policy had this Section of the Policy not been effected.
- 2.6 CONDITION TO SECTION 2**
- 2.6.1 Discharge Of Liability**
- The Company may absolve itself from any further liability in connection with any occurrence or all of occurrences which can be attributed to one source or original cause by either;
- payment of the specified Limit of Liability (after deducting any amounts already paid); or
 - payment of any balance of any maximum Limit of Liability for any one Period of Insurance;
- whichever is the lesser, together with the amount of any costs and expenses paid to date.

SECTION 3 - EMPLOYEES' COMPENSATION

3.1 DEFINITIONS (for the purpose of this Section)

3.1.1 The Ordinance

The Employees' Compensation Ordinance (Chapter 282 of the Laws of Hong Kong).

3.1.2 Employee

Employee has the same meaning as assigned to that expression in the Ordinance.

3.1.3 Business

The usual work and activities carried on by the Insured pertaining to his business as specified in the Schedule and no others.

3.1.4 Accident

An accident or a series of accidents arising out of one event.

3.1.5 Disease

A disease contracted by an Employee of the Insured as a result of his exposure to the nature of his employment with the Insured. Such exposure may extend over a period of time and part of which period may fall outside the Period of Insurance under this Policy.

3.1.6 Pneumoconiosis and Mesothelioma

They have the same meaning as assigned to those expressions in the Pneumoconiosis & Mesothelioma (Compensation) Ordinance (Chapter 360 of the laws of Hong Kong).

3.1.7 Noise-Induced Deafness

It has the same meaning as assigned to that expression in the Occupational Deafness (Compensation) Ordinance (Chapter 469 of the laws of Hong Kong).

3.1.8 Earnings

All gross wages, salaries, remunerations, commissions, bonuses, overtime, termination payments, allowances and the like, directors' fees or other benefits whether at piecework rates or otherwise and whether paid in cash or in any kind by the Insured to his Employees.

3.1.9 The Company's Indemnity

The indemnity provided under this Section including costs and expenses incurred by or on behalf of the Insured with the Company's written consent.

3.1.10 Geographical Area

Hong Kong Special Administrative Region

3.2 THE COVER

3.2.1 If any Employee in the Insured's immediate employ shall sustain bodily injury or death by Accident occurring or Disease contracted during the Period of Insurance within the Geographical Area and arising out of and in the course of his employment by the Insured in the Business, the Company will subject to the Limit of Liability under this Section and to the terms, exclusions and conditions contained in or endorsed on this Policy (all of which are hereinafter collectively referred to as "the Terms of this Policy") indemnify the Insured against his legal liability in respect of such bodily injury or death under the Ordinance, and independently of the Ordinance to pay compensation and damages and claimant's costs and expenses, and also indemnify the Insured against costs and expenses incurred by or on behalf of the Insured with the Company's written consent in connection therewith provided that in the event of any change to the Ordinance during or subsequent to the Period of Insurance altering the legal liability of the Insured under the Ordinance, the liability of the Company under this Section shall be limited to such sums as the Company would have been liable to pay if the Ordinance had remained unaltered.

It is further provided that:

- the due observance and fulfilment of the Terms of this Policy in so far as they relate to anything to be done or not to be done or to be complied with by the Insured; and

- the truth of the statements and answers in the Proposal and Declaration and the Estimated Earnings Declaration and the Actual Earnings Declaration;

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

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

3.2.2 Limit of Liability

- In respect of any Accident or Disease giving rise to a claim or claims against the Insured for which indemnity is provided under this Section, the Company's Indemnity to the Insured shall in the aggregate be limited to the amount specified in the Schedule as "Limit of Liability" under this Section, irrespective of the number of Employees who may sustain bodily injury or death consequent on or attributable to the same occurrence of Accident or Disease.
- In relation to any liability of the Insured in respect of a Disease contracted by an Employee due to the nature of his employment with the Insured which nature of employment applies during a period that extends over more than one policy period of insurance:
 - the aggregate of the Company's Indemnity to the Insured under all insurance policies shall not exceed the limit of indemnity of the insurance policy that was in force at the time the nature of the Employee's employment to which such Disease was due first affected the Employee; and
 - subject to the limitation of paragraph (2)(a) hereof, the Company's Indemnity to the Insured under this Section shall be limited to such proportion of the Insured's liability in respect of such Disease as that part of the Employee's period of employment falling within the Period of Insurance of this Policy bears to the total period of his employment to the nature of which such Disease was due.
- If the occurrence of any Accident or Disease results in indemnity hereunder to more than one Insured, the limitations of the Company's liability specified in paragraphs (1) and (2) hereof shall apply to the aggregate of indemnity to all Insureds.
- At any time after the occurrence of any Accident or Disease giving rise to a claim or claims against the Insured for which indemnity is provided under this Section, the Company may pay to Insured the full amount of the Company's liability specified in paragraph (1) or (2) hereof (after the deduction of any sums already paid) or any lesser amount for which such claim or claims can be settled and shall relinquish the conduct of any defence settlement or proceedings relating to such claim or claims, and shall not thereafter be responsible for any compensation, damages or costs in respect thereof or for any costs or expenses whatsoever incurred by the Insured after the Company shall have relinquished such conduct or for any loss, damage or expenses caused to the Insured in consequence of any act or omission of the Company in connection therewith or of the Company relinquishing such conduct.
- If there should be any shortfall in the actual Earnings declared in accordance with paragraph (b) of 3.7.1 Insurance Premium of this Policy from the respective actual Earnings, the extent of the Company's Indemnity shall be reduced proportionately by the extent of under-insurance; and the balance shall be borne by the Insured himself. If no declaration of the actual Earnings by the Insured is received by the Company as prescribed, for the purpose of this clause the Earnings estimated by the Insured as at the commencement of the Period of Insurance shall be used in lieu of the actual Earnings that should have been declared to determine the extent of the under-insurance if any.

3.3 EXTENSION TO SECTION 3

3.3.1 Business Trips Overseas

The insurance under this Section extends to cover the injury sustained by the non-manual employees on business trips temporarily outside Hong Kong provided that the employees are not domiciled outside Hong Kong.

3.4 JURISDICTION CLAUSE

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

3.5 AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

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

3.6 EXCLUSIONS TO SECTION 3

The Company shall not be liable in respect of:

- 3.6.1** the Insured's liability to employees of contractors to the Insured;
- 3.6.2** any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- 3.6.3** any sum which the Insured would have been entitled to recover from any party but for any agreement between the Insured and such party;
- 3.6.4** any liability arising from Pneumoconiosis or Mesothelioma or Noise-Induced Deafness;
- 3.6.5** the Insured's liability to any person who is not an employee of the Insured within the meaning of the Ordinance;
- 3.6.6** 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;
- 3.6.7** any injury by Accident or Disease attributable to war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection or military or usurped power;
- 3.6.8** 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
- 3.6.9** any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos in whatever form or quantity.

3.7 CONDITIONS TO SECTION 3

3.7.1 Insurance Premium

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

3.7.2 Claims Settlement

- a) **Claims Notification Demands etc.** In the event of any occurrence which may give rise to a claim under this Section the Insured shall immediately give notice thereof in writing to the Company with full particulars.
The Insured shall also give the Company notice in writing immediately the Insured becomes aware of any intention to prosecute the Insured any impending prosecution inquest or fatal inquiry in connection with any occurrence which may give rise to a claim under this Section. Every letter, claim writ, summons and process shall be forwarded to the Company immediately on receipt.
- b) **Claims Control by the Company.** The Company shall be entitled upon notice to the Insured to take over and conduct in the Insured's name the defence or settlement of any claim demand or proceedings against the Insured. In the event:
 - i) the Insured shall provide all such information and assistance and forward all such documents and other records to the Company for the conduct of such claim demand or proceedings as the Company in its discretion may from time to time require; and
 - ii) the Insured shall not without the written consent of the Company, incur any expenditure in connection with any such claim demand

or proceedings or make any payment, admission offer or enter into any settlement whatsoever.

- c) **Claims Payments by the Insured.** Where the Insured pays all or any part of a claim for which he is liable and for which indemnity is provided by this Section, the Insured shall obtain duly witnessed, signed receipts for such payments and shall retain in a safe place all such signed receipts and records and documents relating to such payments, and the Insured shall at all reasonable times allow the Company to inspect and obtain copies of such records and documents.
- d) **Other Insurance.** If at the time a claim is made by the Insured under this Section there is any 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.
- e) **Waiver of Claims.** The Insured shall not become a party to any agreement, the effect of which is that the Insured waives any claim which the Insured would otherwise have against any person in respect of or arising out of any occurrence resulting in liability on the part of the Insured for which indemnity is provided by this Section or whereby any such claim is limited or qualified in any way.

3.7.3 Precautions

The Insured shall take all reasonable precautions to prevent Accidents and Disease; and shall comply with all relevant statutory requirements and obligations including but not limited to the provisions of the Factories and Industrial Undertakings Ordinance (Chapter 59 of the laws of Hong Kong) and any Regulations, Rules or Notices issued made or promulgated thereunder.

3.7.4 Changes in Risk

The Insured shall immediately notify the Company in writing of any material change in the risk insured hereunder made by the Insured or any other person during Period of Insurance including but not limited to:

- a) any merger with or acquisition of another company or business;
- b) the Insured or any subsidiary or holding company of the Insured being placed in voluntary liquidation receivership or liquidation or entering into a composition with its creditors or being unable to pay its debts from its own resources; or
- c) any material change in the nature of the Business or in the number of the Insured's Employees.

3.7.5 Terrorism Endorsement

Notwithstanding any provision to the contrary in this Policy or any endorsement thereto it is hereby agreed that in respect of any bodily injury or death by accident or disease ("the Loss") directly or indirectly caused by, resulting from or in connection with any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the Loss:

- (a) the Limit of Liability shall be such amount which the Company actually receives from the Government of the Hong Kong Special Administrative Region of the People's Republic of China ("the Government") pursuant to an Agreement for Provision of Facility dated 11th January 2002 between the Government and the Company under which the Government agreed to make available to the Company and other direct insurance companies authorized to underwrite employees' compensation insurance business in Hong Kong a facility to enable them to meet claims under employees' compensation insurance policies in respect of death and injury arising out of an event of terrorism ("the Facility Agreement");
- (b) the Company will only be required to make payment after it has received from the Government (i) an approval letter confirming that the Company should settle the claim and (ii) payment under the Facility Agreement; and
- (c) for the avoidance of doubt, the Company shall have no obligation to make payment if for whatever reason it does not receive payment from the Government under the Facility Agreement, whether or not due to the Government's contention that the Loss does not fall within the scope of the Facility Agreement or the Company's breach of the Facility Agreement.

For the purpose of the above an act of terrorism means the use of force or violence or other means or the threat thereof, of any person or persons, whether acting alone or on behalf of or in connection with any organization or government, for political, religious, or ideological purposes with an intention to influence any government and/or to put the public, or any section of the public, in fear.

If the Company alleges that the Loss falls within the scope of this Endorsement, the burden of proving the contrary shall be upon the Insured.

In the event any part of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Words and phrases in this Endorsement shall have the same meaning as in the Policy.

3.7.6 MPF Clause

It is a condition precedent to the liability of the Company under this Section that the Insured shall submit full information of MPF contributions of all Employees at the request of the Company for underwriting and claim evaluation purposes prior to the inception of this Policy, or at any time and as often as required during the Period of Insurance. If there should be any shortfall in the Earnings originally declared from the MPF information submitted, the Company shall have the right, at its sole discretion, to adjust claims payment proportionately by the extent of under-insurance, request additional premium or cancel the Policy in accordance with the Terms of this Policy.

SECTION 4 - FIDELITY GUARANTEE

(COVERAGE FOR THIS SECTION IS PROVIDED ON CONDITION THAT INSURANCE FOR SECTION 3 IS TAKEN AND SO SPECIFIED IN THE SCHEDULE)

4.1 DEFINITIONS (for the purpose of this Section)

4.1.1 Employee

Any person who has entered into or works under a contract of service or apprenticeship with the Insured and within the meaning of "employee" under the Employees' Compensation Ordinance.

4.2 THE COVER

4.2.1 The Company will indemnify the Insured for any pecuniary loss sustained in connection with the Business arising from an act or series of acts of fraud or dishonesty committed by an Employee during the Period of Insurance and discovered during the same Period of Insurance; or within 6 months of:

1. the expiry of the same Period of Insurance;
2. the termination of the contract of employment between the Insured and his employee;

whichever shall first occur.

4.2.2 Limit of Liability

The liability of the Company for any one act or series of acts of fraud or dishonesty committed during the currency of this Section shall not exceed an amount of HK\$5,000.

4.3 EXCLUSIONS TO SECTION 4

This Section does not cover:

4.3.1 any loss not reported to the Company within 6 months of the act of fraud or dishonesty;

4.3.2 loss of interest or consequential loss of any kind.

4.4 CONDITIONS OF SECTION 4

4.4.1 If at the time of any loss the Insured holds any other security guarantee or insurance covering the same loss, this Section shall not contribute to such loss except in excess of any amount insured thereunder.

4.4.2 Any sum of money which but for fraud or dishonesty of an Employee would become payable to that Employee shall be deducted from the amount of the loss before a claim is made under this Section. Any subsequent recovery in respect of fraud or dishonesty for which a claim has been paid under this Section shall be used first to reimburse the Company.

4.4.3 It is a condition precedent to the liability of the Company that the Insured shall not continue to trust any Employee with money or goods after the Insured has knowledge of any material fact bearing on the honesty of the Employee unless the Company is advised and its written approval obtained.

4.4.4 If required by the Company, the Insured shall provide all information and evidence to the criminal authorities in respect of any fraud or dishonesty committed by an Employee in consequence of a claim under this Section and the Insured shall also prosecute such Employee subject to the payment of the Company for the conviction of all reasonable expenses necessarily incurred.

SECTION 5 - GROUP PERSONAL ACCIDENT

5.1 DEFINITIONS (for the purpose of this Section)

5.1.1 Insured Member

In respect of this Section, Insured Member(s) means the person or group of persons named in the Schedule.

5.1.2 Accident

A sudden and unforeseen event occurring entirely beyond the control of the Insured Member and caused by violent, external and visible means.

5.1.3 Death

Death resulting from an Injury within one year from the date of Accident causing the Injury.

5.1.4 Injury

Bodily injury caused solely by an Accident and not by sickness, disease or gradual physical or mental wear or tear.

5.1.5 Loss of Sight

Total loss of sight of an eye which has lasted 3 months of the Insured Member's lifetime and is at the end of that period beyond hope of improvement.

5.1.6 Loss of Hearing

Total loss of hearing which has lasted 3 months of the Insured Member's lifetime and is at the end of that period beyond hope of improvement.

5.1.7 Permanent Total Disablement

A disablement which permanently, completely and continuously prevents the Insured Member from attending to his usual occupation or any other occupation for which he is fitted by knowledge and training, and which having lasted 1 year of the Insured Member's lifetime and is at the end of that period beyond hope of improvement.

5.1.8 Medical Expenses

Medical expenses necessarily and reasonably incurred for medical treatment within 1 year of the happening of the Injury provided such treatment is received from a Qualified Medical Practitioner.

5.1.9 Qualified Medical Practitioner

Any person legally authorized by the government with jurisdiction in the geographical area of his or her practice to render medical or surgical service, but excluding a medical practitioner who is the Insured Member, or a member of the immediate family of the Insured Member.

5.2 THE COVER

If as a result of any one or more of the Insured Events as specified below any of the Insured Members shall sustain accidental Injury which independently of any other cause results in (1) Death, (2) Permanent Disablement or (3) Medical Expenses incurred, the Company will pay to the Insured or his legal personal representative in respect of each such Member the Amount of Compensation stated in the Schedule.

5.3 INSURED EVENTS

Accidental Death, Permanent Disablement or Medical Expenses caused by or happening during:

- 5.3.1** inside the Premises;
- 5.3.2** participating in activities organised or arranged by the Insured;
- 5.3.3** travelling by vehicles operated or arranged by the Insured provided that the vehicles are being operated by or on behalf of the Insured or some other person pursuant to arrangement made with the Insured;
- 5.3.4** food or drinks poisoning caused by consuming food or drinks provided by or arranged by the Insured;
- 5.3.5** the effect of gas inhalation when attending insured's activities as described in 5.3.1 and/or 5.3.2 above;

5.3.6 the course of travelling to the Premises for the purpose of attending classes or participating in activities organised or arranged by the Insured;

all occurring within the territory of Hong Kong Special Administrative Region and within 12 calendar months from the date of Accident.

5.4 COMPENSATION (APPLICABLE TO EACH INSURED MEMBER)

5.4.1 Item 1 - Death **HK\$ 120,000**

5.4.2 Item 2 - Permanent Disablement **HK\$ 100,000**

Compensation will be paid in accordance with the following scale subject to a maximum of 100% in respect of any one Accident.

Description of Permanent Disablement	Percentage of Maximum Benefits Payable for item 2
a) Permanent Total Disablement	100
b) Loss of both hands	100
c) Loss of both feet	100
d) Complete and irrecoverable Loss of Sight in both eyes	100
e) Loss of one hand and one feet	100
f) Loss of one hand or one foot together with the complete and irrecoverable Loss of Sight in one eye	100
g) Complete and incurable insanity	100
h) Complete and incurable paralysis	100
i) Complete and irrecoverable Loss of Hearing in both ears	75
j) Loss of right arm or hand	60
k) Loss of the left arm or hand	50
l) Loss of one leg or one foot	50
m) Complete and irrecoverable Loss of Sight in one eye	50
n) Loss of thumb of right hand	20
o) Loss of thumb of left hand	15
p) Loss of index finger of right hand	15
q) Complete and irrecoverable Loss of Hearing in one ear	15
r) Loss of index finger of left hand	10
s) Loss of any other finger of right hand	6
t) Loss of any other finger of left hand	5
u) Loss of big toe	5
v) Loss of any other toe	3

5.4.3 Item 3 - Medical Expenses **HK\$ 5,000**
in respect of any one Accident

5.5 SPECIAL PROVISIONS TO ITEM 2

5.5.1 the complete and irrecoverable loss of use of any part or parts of body specified above shall be deemed to the loss of such part or parts;

5.5.2 in the event of partial loss of any part or parts of body specified above a proportionately lower percentage of compensation shall be payable;

5.5.3 in the event of Permanent Disablement by physical loss or loss of use not specified above, the percentage of compensation shall be assessed in proportion to the degree of disability as compared with the cases specified without reference to the profession or occupation of the Insured Member;

5.5.4 if the Insured Member is left-handed, the percentages relating to the right arm or right hand shall apply to the left arm and left hand respectively and the percentages relating to the left arm or left hand shall apply to the right arm and right hand respectively.

5.5.5 when more than one Permanent Disablement arises from one Accident, the percentages are added together but cannot exceed 100% of the Maximum Benefit stated in the Schedule.

5.6 OTHER LIMITATIONS

- 5.6.1** This Section shall cease to be in force immediately after the occurrence of any Accident qualifying for payment under items 1, 2a, 2b, 2c, 2d, 2e, 2f, 2g, 2h of the Benefits Insured, No premium for the unexpired period will be refunded.
- 5.6.2** For all other losses paid which are less than 100% under Item 2, the Sum Insured shall be reduced by the amount paid from the date of the Accident until the expiration of the Policy.
- 5.6.3** Compensation will not be paid more than one of the Items 1 or 2 of the Benefits insured for the consequences of the same Accident.
- 5.6.4** The maximum aggregate liability of the Company in respect of all Insured Members shall not exceed the Aggregate Limit stated in the Schedule or the aggregate of the amount of compensation payable in respect of such Insured Member whichever shall be the less.

5.7 EXTENSION TO SECTION 5

5.7.1 Bonsetter & Acupuncturist Treatment Expenses

The Company will pay the bone-setting or acupuncture treatment expenses necessarily and reasonably incurred and supported by receipts from a registered or listed Chinese medicine practitioner carrying on business in Hong Kong for an amount not exceeding HK\$1,000 any one accident for each Insured Member provided that nothing in this Extension shall increase or be deemed to increase the limit of indemnity of HK\$5,000 under Item 3 - Medical Expenses.

5.8 EXCLUSIONS TO SECTION 5

This Section does not cover:

5.8.1 Death or Injury Directly or Indirectly Consequent Upon:

- suicide, self-destruction, self-inflicted injury or any attempt thereat whether sane or insane;
- childbirth or pregnancy notwithstanding that such Injury may have been accelerated or induced by accident;
- any pre-existing physical or mental defect or infirmity, intoxication, drug addiction or the influence of alcohol;
- HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof however caused;
- engaging in aviation;
- engaging in motor rallies or any kind of race (other than on foot) or trial of speed or reliability;
- engaging in a sport in a professional capacity or where the Insured Member would or could earn income or remuneration from engaging in

such sport;

- engaging in parachuting, hang gliding, motor cycling, steeplechasing, ski-jumping, ice hockey, pot-holing, underwater activities requiring the use of compressed air or gas, mountaineering or rock climbing requiring the use of guides or ropes;

- 5.8.2** the first HK\$150 in respect of each and every claim for Medical Expenses but this shall not apply to consultation/treatment performed by public hospitals or public clinics.

5.9 CONDITIONS TO SECTION 5

5.9.1 Changes

It is a condition precedent to any liability of the Company that all changes in the employment, occupation, duties, pursuits or any other changes which may increase the possibility of a claim under this Section relating directly or indirectly to an Insured Member be immediately notified in writing to the Company and any additional premium as a result of the changes must be paid on request.

At each renewal date and before payment of any premium for any renewal of this Section, the Insured will advise the Company in writing details of any injury, disease, physical defect or infirmity which has affected an Insured Member and of which the Insured has become aware.

5.9.2 Notice of Claim and Treatment

The Insured shall report in writing as soon as possible full details of any Injury which may result in a claim under this Section and immediately upon the happening of any such Injury the Insured Member shall procure and follow proper medical treatment and advice from a Qualified Medical Practitioner.

5.9.3 Written Evidence

All certificates, information and evidence relating to the Injury must be produced at the expense of any claimant in the form and nature stipulated by the Company and the claimant shall agree to undergo further medical examinations at the expense of and if required by the Company.

5.9.4 Age Limit

The cover by this Section shall not apply to any Insured Member who is aged under 2 or over 70 during the currency of cover.

5.9.5 Non Assignment

The Company will not recognize any notice of trust, charge assignment relating to this Section, and the receipt of the Insured or his legal personal representatives shall in all cases effectively discharge any of the liability of the Company.

GENERAL EXCLUSIONS AND CONDITIONS

6.1 EXCLUSIONS TO ALL SECTIONS

6.1.1 War and Terrorism Exclusion

Notwithstanding any provision to the contrary within this policy or any endorsement thereto it is agreed that this policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this policy the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Loss, destruction, damage or any consequential loss occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.

6.1.2 Terrorism Exclusion for Contamination & Explosives

It is agreed that, regardless of any contributory causes, this policy does not cover any loss, damage, cost or expense directly or indirectly arising out of

- biological or chemical contamination
 - missiles, bombs, grenades, explosives
- due to any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s),

committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

For the purpose of a) "contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

6.1.3 Radioactive Exclusion

This insurance does not cover loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with nuclear energy or radioactivity of any kind including but not limited to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- any weapon or other device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

6.1.4 Government Order

This Policy excludes any loss, damage, expenses, accident, liability or bodily injury caused directly or indirectly by confiscation, commandeering, seizure, requisition or destruction by any lawfully constituted authority.

6.1.5 IT Clarification

Property damage covered under this policy shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the followings are excluded from this policy:

- Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
- Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

6.1.6 Sanction Limitation and Exclusion

The Company shall not provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

6.2 CONDITIONS TO ALL SECTIONS

6.2.1 Identification

This Policy and the Schedule (which forms an integral part of the Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they may appear.

6.2.2 Misrepresentation

If there be any material misdescription of any of the Property Insured, or of any building or place in which such Property is contained, or any misrepresentation as to any material fact to be known for estimating the risk, or any omission to state such fact, the Company shall not be liable under this Policy so far as it relates to property affected by any such misdescription, misrepresentation or omission.

6.2.3 Observance

The due observance and fulfillment of the terms and conditions of this Policy relating to anything to be done or not to be done or to be complied with by the Insured or any other person claiming to be indemnified shall be conditions precedent to any liability of the Company to provide indemnity under this Policy.

6.2.4 Legal Compliance

The Insured shall duly comply with and observe all provisions, requirements and regulations of

- (i) Fire Services Department and/or
- (ii) Labour Department and/or
- (iii) Dangerous Goods Ordinance and/or
- (iv) Factories and Industrial Undertakings Ordinance and/or
- (v) any other Statutory obligation

including any notice given and requirements made pursuant to same the breach and disregard of which may affect or increase the risk hereby insured except only that this condition shall not apply in respect of any ordinance, regulation notice or requirement expressly waived by the Company by endorsement on this Policy.

6.2.5 Reasonable Precaution

The Insured shall keep the Property Insured secure, in a proper state of repair and take all reasonable precautions to prevent accidents, injury, loss, destruction and damage and take all reasonable steps to observe and comply with all laws, obligations and requirements.

6.2.6 Change Of Risk

Unless the Insured has obtained the consent of the Company in writing before the occurrence of any Damage, this insurance ceases to attach regarding the Property affected under any of the following circumstances:

- a) if the Business carried on by the Insured be altered, or if any circumstances affecting the Situation insured be changed in such a way as increase the risk of injury, loss destruction or damage;
- b) if the Situation insured becomes unoccupied and so remains for a period of more than 30 days;
- c) if the Property Insured is removed from the Situation insured;
- d) if the interest in the Property Insured passes from the Insured otherwise than by will or operation of law.

6.2.7 Cancellation

This Policy may be cancelled at any time:

- a) by the Insured on notice to that effect being given in writing to the Company, in which case the Company will retain in customary short period rate for the time the Policy has been in force;
- b) by the Company on 7 days' advance notice to that effect being given in writing to the Insured's last known address, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

6.2.8 Claims (Action By The Insured)

If any event giving rise to or likely to give rise to a claim under this Policy comes to his knowledge, the Insured shall:

- a) immediately
 - i) take steps to minimise the Damage and recover any missing property;
 - ii) give notice in writing to the Company;
 - iii) give notice to the Police in the event of theft or attempted theft and supply them with a full list and description of missing articles;
- b) make no admission of liability or offer promise or payment without the Company's consent
- c) at all times his own expense provide to the Company all such information and available documents or proofs regarding:
 - i) the origins and cause of the Damage and the circumstances under which the Damage occurred;
 - ii) any matter touching the liability or the amount of liability of the Company;

as may be reasonably required by the Company, together with a declaration on oath or in other legal form of the truth of the claim and any matters connected therewith.

6.2.9 Forfeiture of Benefits

All benefits under this Policy shall be forfeited:

- a) if any claim made be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain benefits under this Policy;
- b) if any Damage is caused by the wilful act or with the connivance of the Insured;
- c) if the Insured or any person acting on his behalf shall hinder or obstruct the Company in the exercise of its rights;
- d) in respect of any claim made and rejected if an action or suit be not commenced within twelve months after such rejection;
- e) in respect of any claim where arbitration takes place pursuant to Condition 6.2.14 of this Policy and action or suit be not commenced within twelve months after the making of an arbitration award;
- f) in respect of any claim after the expiration of twelve months from the happening of the Damage, unless such claim is the subject of pending legal action or arbitration.

6.2.10 Possession Rights

On the happening of Damage in respect of which a claim is made:

- a) the Company and any person authorized by the Company may without hereby incurring any liability or diminishing any of the Company's rights under this Policy;
 - i) enter, take or keep possession of the premises where such Damage has occurred;
 - ii) take possession of or require to be delivered to the Company any Property Insured and deal with such Property for all reasonable purpose and in any reasonable manner;
- b) no Property may be abandoned to the Company whether taken possession of by the Company or not.

6.2.11 Option To Reinstate

The Company may at its option, repair or replace the Property Damage, or any part thereof, instead of paying the amount of the Damage, or may join with any other persons, companies or insurers in so doing, but the Company shall not be bound to repair exactly or completely, but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in repair than it would have cost repair such Property as it was at the time of the occurrence of such Damage, nor more than the Sum Insured thereon.

If the Company so elects to repair or replace any property, the Insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done or caused to be done by the Company with a view to repair or replace shall be deemed an election by the Company to repair or replace.

If in any case the Company shall be unable to repair or replace the Property Insured because of any law or regulations in force affecting the alignment of streets, or the construction of building, or otherwise, the Company shall, in every such case, only be liable to pay such sums as would be required to repair or replace such Property if the same could lawfully be repaired to its former condition.

6.2.12 Subrogation

The Insured shall at the request and at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from any other parties, to which the Company shall be or would become entitled or subrogated upon its paying or making good any Damage under this Policy, whether such acts and things shall be or become necessary or required before or after indemnification by the Company.

6.2.13 Assignment

No assignment of interest under this Policy shall bind the Company unless the written consent of the Company is first obtained and endorsed hereon.

6.2.14 Arbitration

If any difference shall arise as to the amount to be paid under this Policy, such difference shall be determined by arbitration in accordance with the Arbitration Ordinance and subsequent amendments. If the parties fail to agree upon the choice of arbitrators or umpires, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy, that an arbitration award shall be first obtained.

6.2.15 Rights of Contract Third Parties

Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms of this Policy.

6.2.16 Governing Law

This Policy is subject to the exclusive jurisdiction of Hong Kong Special Administrative Region and is to be construed according to the laws of Hong Kong Special Administrative Region.

The following clauses are applicable to policies effective on or after 1 Jan 2024.

code	Clause wording
F104B	<p><u>SANCTION LIMITATION AND EXCLUSION</u></p> <p>The Company shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or any jurisdiction applicable to the Company.</p>
F154A	<p><u>NUCLEAR ENERGY RISKS EXCLUSION CLAUSE</u></p> <p>This agreement shall exclude Nuclear Energy Risks whether such risks are written directly and / or by way of reinsurance and / or via Pools and / or Associations.</p> <p>For all purposes of this agreement Nuclear Energy Risks shall mean all first party and / or third party insurances or reinsurances (other than Workers' Compensation and Employers' Liability) in respect of:</p> <p>(I) All Property on the site of a nuclear power station. Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.</p> <p>(II) All Property, on any site (including but not limited to the sites referred to in (I) above) used or having been used for: (a) the generation of nuclear energy or (b) the Production, Use or Storage of Nuclear Material.</p> <p>(III) Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and / or Association but only to the extent of the requirements of that local Pool and / or Association.</p> <p>(IV) The supply of goods and services to any of the sites, described in (I) to (III), above unless such insurances or reinsurances shall exclude the perils of irradiation and contamination by Nuclear Material.</p> <p>Except as undernoted, Nuclear Energy Risks shall not include:</p> <p>(i) Any insurance or reinsurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in (I) to (III) above (including contractors' plant and equipment).</p> <p>(ii) any Machinery Breakdown or other Engineering insurance or reinsurance not coming within the scope of (i) above.</p> <p>Provided always that such insurance or reinsurance shall exclude the perils of irradiation and contamination by Nuclear Material.</p> <p>However, the above exemption shall not extend to:</p> <p>(1) The provision of any insurance or reinsurance whatsoever in respect of: (a) Nuclear Material, (b) any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or - for reactor installations - as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and / or Association.</p> <p>(2) The provision of any insurance or reinsurance for the undernoted perils: - fire, lightning, explosion, - earthquake, - aircraft and other aerial devices or articles dropped therefrom, - irradiation and contamination, - any other peril insured by the relevant local Nuclear Insurance Pool and / or Association,</p> <p>in respect of any other Property not specified in (1) above which directly involves the production, use or storage of Nuclear Material as from the introduction of Nuclear Material into such Property.</p> <p>Definitions "Nuclear Material" means:</p> <p>(i) nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material, and</p> <p>(ii) Radioactive Products or Waste.</p> <p>"Radioactive Products or Waste" means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilization of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.</p>



	<p>"Nuclear Installation" means:</p> <ul style="list-style-type: none"> (i) any Nuclear Reactor, (ii) any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel, and (iii) any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material. <p>"Nuclear Reactor" means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.</p> <p>"Production, Use or Storage of Nuclear Material" means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.</p> <p>"Property" shall mean all land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not.</p> <p>"High Radioactivity Zone or Area" means:</p> <ul style="list-style-type: none"> (i) for nuclear power stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store, and (ii) for non-reactor Nuclear Installations, any area where the level of radioactivity requires the provision of a biological shield.
F071A	<p><u>INDUSTRIES, SEEPAGE, POLLUTION AND CONTAMINATION EXCLUSION CLAUSE</u></p> <p>This insurance does not cover any liability for</p> <ul style="list-style-type: none"> (a) Personal Injury or Bodily Injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph (a) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance. (b) The cost of removing, nullifying or cleaning-up seepage, polluting or contaminating substances unless the seepage pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance. (c) Fines, penalties, punitive or exemplary damages. <p>This Clause shall not extend this insurance to cover any liability which would not have been covered under this insurance had this Clause not been attached.</p>
L105A	<p><u>WAR AND/OR CIVIL WAR EXCLUSION CLAUSE</u></p> <p>Any liability assumed by the Company on loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.</p>
L004B	<p><u>ASBESTOS EXCLUSION CLAUSE</u></p> <p>Notwithstanding anything contained to the contrary, this contract does not apply to and does not cover any actual or alleged liability for Bodily Injury (including illness, disease or death), Personal Injury or Property Damage (including loss of use of property) directly or indirectly contributed to, arising out of or resulting from:</p> <ul style="list-style-type: none"> a) mining, processing, testing, remediation, transportation, disposal, sale, use, removal, distribution and/or storage of asbestos or any materials containing asbestos; b) manufacture of asbestos products; c) the existence of or exposure to asbestos or asbestos containing materials. <p>The above subsections (a), (b) & (c) exclusion apply only to those claims arising in consequence of inhalation and/or ingestion of asbestos fibre or damage to or loss of use of property due to the presence of asbestos or any materials containing asbestos in whatever form or quantity.</p>
F5400	<p><u>PROPERTY CYBER AND DATA ENDORSEMENT (LMA5400)</u></p> <p>1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:</p> <ul style="list-style-type: none"> 1.1 Cyber Loss, unless subject to the provisions of paragraph 2; 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph 3; <p>regardless of any other cause or event contributing concurrently or in any other sequence thereto.</p> <p>2 Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.</p>



	<p>3 Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.</p> <p>4 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.</p> <p>5 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.</p> <p>Definitions</p> <p>6 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.</p> <p>7 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.</p> <p>8 Cyber Incident means:</p> <p>8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or</p> <p>8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.</p> <p>9 Computer System means:</p> <p>9.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.</p> <p>10 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.</p> <p>11 Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.</p>
<p>CL370</p>	<p><u>INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE CL370</u></p> <p>This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith</p> <p>1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from</p> <p>1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel</p> <p>1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof</p> <p>1.3 any weapon or devise employing atomic or nuclear fission and/ or fusion or other like reaction or radioactive force or matter</p> <p>1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes</p> <p>1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.</p>
<p>P021A</p>	<p><u>NUCLEAR, CHEMICAL, BIOLOGICAL TERRORISM EXCLUSION (PAC)</u></p> <p>Notwithstanding any provision to the contrary within this contract or any endorsement thereto it is agreed that this contract excludes any losses directly or indirectly arising out of, contributed to or caused by, or resulting from or in connection with any act of nuclear, chemical, biological terrorism (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.</p> <p>For the purpose of this endorsement:</p> <p>“Nuclear, chemical, biological terrorism” shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous <i>Chemical agent</i> and/or <i>Biological agent</i> during the period of this contract by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.</p> <p>“<i>Chemical agent</i>” shall mean any compound which, when suitable disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.</p> <p>“<i>Biological agent</i>” shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which cause illness and/or death in humans, animals or plants.</p> <p>If the Company alleges that by reason of this exclusion any loss is not covered by this contract the burden of proving the contrary shall be upon the Insured.</p>

2024年新增條款的中文譯本。

F104B	<p>制裁責任限制及除外條款</p> <p>保險人不得視為提供任何保險，及不會承擔任何賠償或提供任何利益之責任，若就所提供的保險及支付任何賠償款項或利益責任可能使保險人受到聯合國決議的任何制裁、禁令或限制、或遭受歐盟、英國或美國的貿易或經濟制裁，或違反歐盟、英國或美國的法律或法規或適用</p> <p>於本公司的任何司法管轄範圍的法律或規例下的制裁、禁制或限制。</p>
F154A	<p>核能風險除外條款</p> <p>本合同不包括核能風險，無論這種風險是否是直接承保和，無論這種風險是否是直接承保和/或通過再保險方式 /或通過再保險方式，和/或通 過核集團和/或通過任何協會方式承接的 /或通過任何協會方式承接的。</p> <p>在此協定所有情況下，核能風險的含義是指下列情況所有關於第一者和/或第三者的保 險與再保險（有別于雇員的賠償責任與雇主責任險）；</p> <p>(1) 除核電站外，其他地點的核反應爐核電站現場所有財產、反應堆建築、工廠和 設備。</p> <p>(2) 在任何場所的一切財產（包括但不限於（1）中所指的現場），用來或正用於</p> <p>a) 核能的生產</p> <p>b) 核材料的生產使用或儲存。</p> <p>(3) 適合有關核集團和/或協會承保的其他所有財產，但僅限於當地集團與協會所 要求範圍內的財產。</p> <p>(4) 為上述（1）至（3）中所說明的所有場所中提供的貨物與服務，除非本保險和 /或再保險不包括核材料造成的放射與污染的危險。</p> <p>除非另有規定，核能風險不包括</p> <p>1) 有關上述（1）至（3）項中說明的有關財產的建築、建造、安裝、更換、修理、維 修或拆除的任何保險與再保險（包括承包人的工廠和設備）；</p> <p>2) 任何不包括在上述（1）項的範圍內的機損險，或其他工程保險或再保險； 上述條款以所涉及的保險與再保險不包括由放射性材料造成的輻射與污染的風險為前 提。</p> <p>但上述的除外不使用於下列情況</p> <p>1. 任何關於下列物品的保險與再保險的規定：</p> <p>a) 核材料</p> <p>b) 從核材料引進、反應堆安裝或核燃料裝載起、或與當地核保險集團及或專業協會條 約所認定的第一臨界狀態的高放射區或各核設備區中所涉及的任何財產。</p> <p>2. 涉及以下風險的任何保險、再保險規定：</p> <p>-火災、閃電、爆炸；</p> <p>-地震；</p> <p>-飛機、其他航空器及其墜落（或脫離）的物體；</p> <p>-輻射和放射性污染</p> <p>-當地核保險集團或協會承保的其他風險；</p>



	<p>以及從核材料引入這些地區後，再上述（1）中沒有說明的直接涉及生產、使用、儲存 的其他財產。</p> <p>定義</p> <p>“核材料”含義是：</p> <p>(1) 除了自然鈾核廢棄鈾，在核反應爐之外，自身或與其他材料相結合，或通過自 身進行核裂變的連鎖方式產生能量的核燃料。</p> <p>(2) 放射性產品或廢料</p> <p>“放射性產品或廢料”含義是：</p> <p>任何放射材料生產的產品，或任何因暴露給核燃料生產與使用所產生的輻射而產生放射 性的材料，但不包括已</p> <p>經達到製造最後階段，可作科研、醫學、農業、商業與工業等用途的放射性同位素，這 些同位素對任何</p> <p>“核設備”含義是：</p> <p>(1) 任何核反應爐；</p> <p>(2) 任何使用核燃料生產的工廠或任何進行核材料處理的工廠，包括放射性核燃料 再處理的工廠；</p> <p>(3) 任何進行儲存核材料的裝置，但包括因運送這些材料而進行的存儲。</p> <p>“核反應爐”含義是：</p> <p>在沒有新增加中子源的情況下，能夠發生核裂變，自我維繫連鎖反應，裝配有核燃料的 任何結構。</p> <p>“生產、使用與儲藏核材料”是指核材料的生產、製造、濃縮、加工、再加工、使用、 儲存、處理和清除等。</p> <p>“財產”是指所有土地、建築、結構、工廠、設備、車輛和所裝內容（包括但不限於液 體和氣體）和所有材料，無論有無固定稱謂。</p> <p>“高放射性區或區域”含義是：</p> <p>(1) 對原子能電站和反應堆：直接包含反應堆芯（支架和遮罩）和所有的內容、燃 料元素、控制棒和放射燃料儲存容器與支架結構；</p> <p>(2) 對非反應堆設備：放射程度需要對生物加以保護的任何區域。 本附加條款與主條款內容相悖之處，以本附加條款為準；未盡之處，以主條款為準。</p>
F071A	<p><u>工業滲漏、污染及污損除外不保附加條款</u></p> <p>本公司對下列事項，不負賠償責任：</p> <p>(a) 因滲漏、污染或污損所直接或間接導致之人身或身體的傷害、財產的損失、毀 損或功能喪失。但在保險期間內，若因突發不可預料的意外事故所引起滲漏、污染 或污損，導致人身或身體的傷害或有形財產的實質損失、毀損或功能喪失，不在此 限。</p>



	<p>(b) 為去除、廢棄或清理滲漏、污染或污損之污染物所產生的費用。但在保險期間內，因突發不可預料的意外事故所引起滲漏、污染或污損，不在此限。</p> <p>(c) 任何罰金、罰款、懲罰性或具懲戒性質的賠償金。</p> <p>本條款不擴大承保任何非屬於原保險單之責任。</p>
L105A	<p>戰爭除外條款</p> <p>本保單不會就戰爭、侵略、外敵行為、敵對行為或類似戰爭行動（無論有否宣戰）、內戰、叛變、暴亂或民眾騷亂（除非於個別章節註明）、兵變、起義、叛亂、革命、軍權或政權篡奪、軍法統治、任何政府或公共或地方機關對財產實施或頒令將其充公或收歸國有或徵用或毀壞或損毀作出賠償</p>
L004B	<p>石棉不承保條款</p> <p>儘管本保單載有相反的條文，本保險不適用及不保障由以下直接或間接促成，所產生的或造成的任何實際或聲稱的身體受傷（包括病患，疾病或死亡），人身傷害或財產損毀（包括財產的損失使用功能）：</p> <p>a) 開採、加工、檢測、修復、運輸、處理、銷售、使用、移除、分發和/或存儲石棉或任何含有石棉的材料；</p> <p>b) 生產石棉製品；</p> <p>c) 處身於或暴露在石棉或含有石棉材料。</p> <p>上述 a), b) 及 c) 不保事項僅適用於以任何形式或數量的石棉或含有石棉的物質之存在，因吸入及/或攝入石棉纖維而引起的財物損毀或損失使用功能的索賠。</p>
F5400	<p>附加網路和資料責任特別條款</p> <p>1 本保險合同下對以下損失不負責賠償：</p> <p>1.1 網路損失，但下述第 2 款規定的除外；</p> <p>1.2 由任何資料的無法使用、功能減少、修復、替換、恢復或複製直接或間接引起、造成或與之相關的損失、損壞、責任、索賠、花費和任何性質的費用，包括與此類資料的價值有關的任何金額，但下述第 3 款規定的除外；</p> <p>不論上述損失是由同時發生或其他時間發生的其他任何原因或事件造成。</p> <p>2 依據本保險合同或其批單的所有條款、條件、限制和除外責任，本保單保障由網路事件直接導致的任何火災或爆炸所造成的保險標的的物理損失或物理損壞，但該網路事件是由網路行為引起、造成或與之相關的除外，包括但不限於控制、預防、制止或補救任何網路行為而採取的任何行動。</p> <p>3 依據本保險合同或其批單的所有條款、條件、限制和除外責任，如果被保險人擁有或運營的資料處理介質受到本保單保障範圍內的物理損失或物理損壞，對於修理或更換資料處理介質本身的費用，以及從備份或從原件複製資料的費用，本保險合同負賠償責任。這些費用不包括研究和工程費用，也不包括重新創建、收集或彙集資料的任何費用。如果未維修、更換或恢復資料處理介質，則其估價基準應為空白的該等資料處理介質的費用。但是，本保險合同不保障與此資料的價值、被保險人或任何其他方有關的任何金額，即使該資料無法重新創建、收集或彙集。</p>



	<p>4 如果本批單任何部分無效或無法執行，其餘部分繼續有效。 本批單與保險合同條款有任何不一致，以本批單為準；保險合同其他條款維不變。 以下定義適用於本批單：</p> <p>5 網路損失指由任何網路行為或網路事件（包括但不限於控制、預防、阻止或補救任何網路行為或網路事件而採取的任何措施）直接或間接引起、造成或與之相關的任何損失、損壞、責任、索賠、花費和任何性質的費用。</p> <p>6 網路行為指未經授權的、惡意的或構成犯罪的一次行為或一系列相關的此類行為（無論其時間、地點如何），或威脅或謊稱實施涉及訪問、處理、使用或操作任何電腦系統的上述行為。</p> <p>7 網路事件指：</p> <p>7.1 涉及訪問、處理、使用或操作任何電腦系統的任何錯誤或疏漏，或一系列相關的此類錯誤或疏漏；或者</p> <p>7.2 任何電腦系統的部分或全部不可用、無法訪問、處理、使用或操作，或一系列相關的此類針對電腦系統的部分或全部不可用、無法訪問、處理、使用或操作。</p> <p>8 電腦系統指：</p> <p>8.1 由被保險人或任何其他方擁有或經營的任何電腦、硬體、軟體、通信系統、電子設備 （包括但不限於智慧手機、筆記型電腦、平板電腦、可穿戴設備）、伺服器、雲或微控制器，包括任何上述設備的類似系統或任何配置，包括任何相關的輸入、輸出、資料存放裝置、網路設備或備份設備。</p> <p>9 數據指以某種形式記錄或傳輸，並通過電腦系統使用、訪問、處理、傳輸或存儲的資訊、事實、概念、代碼或其他任何形式的資訊。</p> <p>10 資料處理介質指任何可存儲資料的保險標的，不包括存儲資料本身。</p>
CL370	<p>協會核輻射污染、化學、生物、生化及電磁武器除外條款</p> <p>本條款為首要條款，本保險中任何與本條款不一致的約定，應以本條款為準。</p> <p>1. 在任何情況下，本保險對直接或間接由下列原因造成的或導致的或引起的損失、損壞、責任或費用不承擔賠償責任：</p> <p>1.1 由任何核燃料、核廢料或核燃料的燃燒或反應所造成的離子放射或放射性污染</p> <p>1.2 任何核裝置、核反應爐或其它核燃料及任何核部件所具有的放射性、毒性、爆炸或其它危險因素或污染性；</p> <p>1.3 任何利用原子或核裂變和/或核聚變及類似反應或放射性能量或物質的武器或裝置；</p>



	<p>1.4 任何放射性物質所具有的放射性、毒性、爆炸或其它危險因素或污染性。 本補充條款之除外責任並不包括非用作核燃料而正處於準備、運輸、儲存過程中或用於商業、農業、醫療、科研或其他類似和平目的的非核燃料放射同位素；</p> <p>1.5 任何化學、生物、生化或電磁武器。</p>
P021A	<p>「核生化恐怖主義」活動</p> <p>任何核子、化學及生物恐怖主義（「核生化恐怖主義」）活動，不論有關損失是否由其他原因或事件同時或以任何時序所引致，本公司均毋須作出賠償。</p> <p>就本條款而言：</p> <p>「核生化恐怖主義」活動指（包括但不限於）在本保單的受保期內，任何一名或多名人士單獨、代表或聯同任何組織或政府使用或威脅使用任何核子武器或裝置，或發射，釋放，散佈，發出或漏出任何固體、液體或氣體化學製劑及／或生物製劑以達致政治、宗教、意識形態或類似目的（包括企圖影響任何政府及／或引致公眾或部分公眾產生恐慌）。</p> <p>「化學」製劑指任何一種經適當撒播，將對人類、動物、植物或實質財產造成傷害，損壞或致命影響的化合物。</p> <p>「生物」製劑指任何可令人類、動物或植物致病及／或死亡的病原（可引致疾病）微生物及／或生物製毒素（包括經基因改造的生物及化學合成毒素）。</p> <p>本條款亦毋須就因採取任何行動，以控制、預防或遏止核生化恐怖主義活動，或與任何核生化恐怖主義活動有關的任何方式而直接或間接導致或造成的任何損失、損壞、費用或開支作出賠償。</p> <p>若本公司因本條款而宣稱任何損失、損壞、費用或開支均不在本保單的保障範圍之內，提出任何相反舉證的責任須由受保人承擔。倘若本條款的任何部分被視為無效或無法執行，其餘部分將仍具十足效力及作用。</p>

Notice to Customers relating to the Personal Data (Privacy) Ordinance (the “Ordinance”)

In compliance with the Personal Data (Privacy) Ordinance, CMB Wing Lung Insurance Company Limited (“the Company”) would wish to inform you of the following:

1. From time to time, it is necessary for customers, potential customers and various other individuals (including without limitation applicants for insurance products and services, insured, claimant, sureties, guarantors, shareholders, directors, officers and managers of corporate customers or applicants, and sole proprietors or partners of applicants and other contractual counterparties) (collectively, “data subjects”) to supply products or services, administration of policies and other insurance and financial services.
2. Failure to supply such data may result in the Company being unable to process the insurance applications or continue to provide the insurance products or services and/or the related services for its customers.
3. The purposes for which data relating to a data subject may be used will vary depending on the nature of the data subject’s relationship with the Company, which may comprise all or any one or more of the following purposes:
 - (i) processing and evaluating applications for insurance products and services, arranging a contract of insurance and managing the account of data subject;
 - (ii) providing insurance products and services to data subject and processing request made by data subject in relation to the insurance products and services offered by the Company, including but not limited to alteration, variation, cancellation or renewal of any insurance related products or services;
 - (iii) processing, adjudicating and defending insurance claims as well as conducting any incidental investigation;
 - (iv) exercising any right of subrogation;
 - (v) performing functions and activities incidental to the provision of insurance products and services such as identity verification, data matching and reinsurance arrangements;
 - (vi) exercising the Company’s rights in connection with the provision of insurance products and services to data subject from time to time;
 - (vii) conducting market, service or product analysis or researching; designing, developing or improving insurance products and services of the Company for data subjects’ use;
 - (viii) marketing services, products and other subjects (in respect of which the Company may or may not be remunerated) (please see further details in paragraph 5 below);
 - (ix) verifying data subjects’ identities with the bank of any merchant in connection with any credit card payment or transaction;
 - (x) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Company or Affiliated Companies (defined in paragraph 10) that it is expected to comply according to:
 - (1) any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future;
 - (2) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of insurance or financial services providers within or outside the Hong Kong Special Administrative Region existing currently and in the future;
 - (3) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of insurance or financial services providers that is assumed by or imposed on the Company or Affiliated Companies by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations of insurance or financial services providers;
 - (xi) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within Affiliated Companies and/or any other use of data and information in accordance with any programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
 - (xii) enabling an actual or proposed assignee of the Company (including their legal, accounting and/or commercial advisers), or participant or sub-participant of the Company’s rights in respect of the data subjects (including legal, accounting and/or commercial advisers to such participant or sub-participant) to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
 - (xiii) for reasonable internal management purposes (including without limitations, the defence of claims and the monitoring of the quality and efficiency of services offered or provided by the Company and Affiliated Companies; and
 - (xiv) purposes relating thereto.
4. The data of a data subject may be processed, kept and transferred or disclosed in and to any country (in or outside Hong Kong) as the Company, or Affiliated Companies or any of the transferees contemplated in paragraph 3 may consider appropriate for the purposes set out under paragraph 3. Such data may also be released or disclosed in accordance with the local practices and laws, rules and regulations (including any governmental acts and orders) to which the Company Affiliated Companies and/or such contemplated transferees are subject to the applicable jurisdiction (inside or outside Hong Kong). Data held by the Company relating to data subjects will be kept confidential but the Company is authorized to provide the data of a data subject to the following parties whether inside or outside Hong Kong for the purposes set out in paragraph 3:
 - (i) any agent, contractor or third party service provider who provides administrative, management, telecommunications, computer, payment, security, custodian, investigation, debt collection, customer due diligence, anti-money laundering screening or other services to the Company in connection with the operation of its business as well as other services related to the provision of insurance products and services such as medical service providers, emergency assistance service providers, mailing houses, IT service provider, loss adjusters, claim investigators, debt collection agencies and professional advisers;
 - (ii) insurance intermediaries of the data subject;
 - (iii) insurance reference bureaus or credit reference agencies;
 - (iv) reinsurers or reinsurance companies with whom the Company has or proposes to have dealings;
 - (v) any other person under a duty of confidentiality to the Company or Affiliated Companies which has undertaken to keep such information confidential;
 - (vi) any person to whom the Company or Affiliated Companies is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to the Company or Affiliated Companies, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of insurance or financial services providers with which the Company or Affiliated Companies is expected to comply, or any disclosure pursuant to any contractual or other commitment of the Company or Affiliated Companies with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of insurance or financial services providers, all of which may be within or outside the Hong Kong Special Administrative Region and may be existing currently and in the future;

- (vii) any actual or proposed assignee of the Company (including their legal, accounting and/or commercial advisers) or participant or sub-participant or transferee of the Company's rights (including their legal, accounting and/or commercial advisers) in respect of the data subject;
- (viii) any party giving or proposing to give a guarantee or third party security to guarantee or secure the data subjects' obligations;
- (ix) the bank of any merchant in connection with any credit card payment or transactions for the purpose of verifying the identity of the cardholder;
- (x) any Affiliated Companies in Hong Kong or other jurisdiction(s);
- (xi) (1) third party financial institutions, insurers, credit card companies, securities and investment services providers;
- (2) third party reward, loyalty, co-branding and privileges programmes providers;
- (3) co-branding partners of the Company and Affiliated Companies (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);
- (4) charitable or non-profit making organizations; and
- (5) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Company engages for the purposes set out in paragraph 3(viii); and
- (xii) any other person (1) where public interest requires; or (2) with the express or implied consent of the data subject.

5. USE OF DATA IN DIRECT MARKETING

The Company intends to use the data subject's data in direct marketing and the Company requires the data subject's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

- (i) the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of a data subject held by the Company from time to time may be used by the Company in direct marketing;
- (ii) the following classes of services, products and subjects may be marketed:
 - (1) financial, insurance, credit card, banking and related services and products;
 - (2) reward, loyalty or privileges programmes and related services and products;
 - (3) services and products offered by the Company's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
 - (4) donations and contributions for charitable and/or non-profit making purposes;
- (iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Company and/or:
 - (1) Affiliated Companies;
 - (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (3) third party reward, loyalty, co-branding or privileges programme providers;
 - (4) co-branding partners of the Company and Affiliated Companies (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
 - (5) charitable or non-profit making organisations;
- (iv) in addition to marketing the above services, products and subjects itself, the Company also provides and/or intends to provide the data described in paragraph 5(i) above to all or any of the persons described in paragraph 5(iii) above for use by them in marketing those services, products and subjects, and the Company requires the data subject's written consent (which includes an indication of no objection) for that purpose;
- (v) the Company may receive money or other property in return for providing the data to the other persons in paragraph 5(iv) above and, when requesting the consent of the data subject or no objection as described in paragraph 5(iv) above, the Company will inform the data subject if it will receive any money or other property in return for providing the data to the other persons.

If a data subject does not wish the Company to use or provide to other persons his/her data for use in direct marketing as described above, the data subject may exercise his/her opt-out right by notifying the Company.

- 6. Under and in accordance with the terms of the Ordinance, any data subject has the right:
 - (i) to check whether the Company holds data about him and access to such data;
 - (ii) to require the Company to correct any data relating to him which is inaccurate; and
 - (iii) to ascertain the Company's policies and practices in relation to data and to be informed of the kind of personal data held by the Company.
- 7. In accordance with the terms of the Ordinance, the Company has the right to charge a reasonable fee for the processing of any data access request.
- 8. The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed is:

The Data Protection Officer
 CMB Wing Lung Insurance Company Limited
 33/F, Infinitus Plaza, 199 Des Voeux Road Central Hong Kong
 Fax: 2526 7045
- 9. Nothing in this Notice shall limit the rights of data subjects under the Ordinance.
- 10. In this Notice, Affiliated Companies include
 - (a) the Company's successor;
 - (b) any subsidiary undertaking, related company, associated company, direct and/or indirect parent undertaking of the Company;
 - (c) any subsidiary undertaking of any such parent undertaking;
 - (d) any related company of (a), (b) and (c) above; and
 - (e) any associated company of (a), (b) and (c) above;

The expressions "subsidiary undertaking", "parent undertaking" and "undertaking" bear the meanings under the Companies Ordinance (Cap.622)

11. In case of any discrepancy between the English and Chinese versions, the English version prevails.

January 2023

關於個人資料（私隱）條例（「該條例」）致客戶的通知

遵照個人資料（私隱）條例的規定，招商永隆保險有限公司（「本公司」）現通知閣下以下事項：

1. 客戶、潛在客戶及其他個人（包括但不限於保險產品及服務的申請人、受保人、索償人、擔保人、保證人、公司客戶或申請人的股東、董事、高級職員及管理人員、申請人的獨資經營者或合夥人以及其他合約對手方）（統稱「資料當事人」）須不時就各種事項向本公司提供有關的資料包括但不限於申請及提供保險或金融產品或服務、管理保單及其他保險及金融服務。
2. 若未能向本公司提供該等資料，可能導致本公司無法為客戶處理保險申請或繼續提供保險產品或服務及/或其他相關服務。
3. 視乎資料當事人與本公司的關係的性質，資料當事人的資料可被用作包含下列全部或其中任何一項或多項的用途：
 - (i) 處理及評估保險產品及服務的申請、安排保險合約及管理資料當事人的賬戶；
 - (ii) 向資料當事人提供保險產品及服務及處理資料當事人對本公司提供的保險產品及服務提出的要求，包括但不限於任何相關保險產品或服務的更改、變更、取消或續期；
 - (iii) 處理、判定保險索償及就保險索償抗辯，包括進行任何附帶調查；
 - (iv) 行使任何代位權；
 - (v) 執行與所提供的保險產品及服務附帶的功能及活動，如核實身份，核對資料及再保險安排；
 - (vi) 行使本公司因不時向資料當事人提供的保險產品及服務而享有的權利；
 - (vii) 進行市場、服務或產品的分析或研究、設計、發展或改善本公司供資料當事人使用的保險產品及服務；
 - (viii) 推廣服務、產品或其他標的（本公司可能會或不會就此獲得報酬）（詳情請參閱以下第5段）
 - (ix) 為就信用卡繳款事宜或信用卡交易而核實持卡人的身份的任何商號的銀行；
 - (x) 履行根據下列適用於本公司或關聯公司（定義見下文第10段）期望遵守的就披露及使用資料的義務、規定或安排：
 - (1) 不論於香港特別行政區境內或境外及不論目前或將來存在的對其具法律約束力或適用的任何法律；
 - (2) 不論於香港特別行政區境內或境外及不論目前或將來存在的任何法律、監管、政府、稅務、執法或其他機關，或保險或金融服務供應商的自律監管或行業組織或協會作出或發出的任何指引或指導；
 - (3) 本公司或關聯公司因其位於或跟相關本地或外地的法律、監管、政府、稅務、執法或其他機關，或保險或金融服務供應商的自律監管或行業組織或協會的司法管轄區有關的金融、商業、業務或其他利益或活動，而向本地或外地的法律、監管、政府、稅務、執法或其他機關，或保險或金融服務供應商的自律監管或行業組織或協會承擔或被彼等施加的任何目前或將來的合約或其他承諾；
 - (xi) 遵守本公司為符合制裁或預防或偵測清洗黑錢、恐怖分子融資活動或其他非法活動的任何方案就關聯公司共用資料及資訊的任何其他使用而指定的任何義務、要求、政策、程序、措施或安排；
 - (xii) 使本公司的實際或建議承讓人（包括其法律、會計顧問及/或商業顧問）或就本公司對資料當事人享有的權利的參與人或附屬參與人（包括該等參與人或附屬參與人的法律、會計顧問及/或商業顧問）評核其擬承讓、參與或附屬參與的交易；
 - (xiii) 合理的內部管理用途（包括但不限於為申索抗辯及監察本公司或關聯公司所給予或提供的服務質素及效率）；及
 - (xiv) 與上述有關的用途。
4. 如本公司、關聯公司或第3段所指的任何受讓人認為合適，資料當事人的資料可於任何國家（香港境內或境外）處理、保存及傳達或披露，以作第3段所載用途。有關資料可在本公司、關聯公司及/或有關所指受讓人符合適用司法管轄區（香港境內或境外）的當地慣例、法律和規則（包括任何政府行政措施和政令）的情況下發放或披露。本公司持有資料當事人的資料將予以保密，但本公司獲授權可就第3段列明的用途把資料當事人的資料提供予下列各方（不論在香港境內或境外）：
 - (i) 就本公司業務運作向本公司提供行政、管理、電訊、電腦、付款、保安、託管、調查、追討欠款、客戶盡職審查、反清洗黑錢審查或其他服務及就本公司所提供之保險產品及服務相關其他服務的代理人、承辦商或第三方服務供應商，如醫療服務供應商、緊急救援服務供應商、郵寄服務商、資訊科技服務供應商、公證行、理賠調查員、追討欠款公司及專業顧問；
 - (ii) 資料當事人的保險中介人；
 - (iii) 保險資料服務公司或信貸資料服務公司；
 - (iv) 與本公司有或將有商業往來的再保險人或再保險公司；
 - (v) 任何對本公司或關聯公司負有保密責任的其他人士，包括承諾保密該等資料的關聯公司；
 - (vi) 本公司或關聯公司根據對本公司或關聯公司具法律約束力或適用的任何法律規定，或根據及為符合任何法律、監管、政府、稅務、執法或其他機關，或保險或金融服務供應商的自律監管或行業組織或協會作出或發出的並期望本公司或關聯公司遵守的任何指引或指導，或根據本公司或關聯公司向本地或外地的法律、監管、政府、稅務、執法或其他機關，或保險或金融服務供應商的自律監管或行業組織或協會的任何合約或其他承諾（以上不論於香港特別行政區境內或境外及不論目前存在或將來存在的），而有義務或以其他方式被要求向其披露該等資料的任何人士；
 - (vii) 本公司的任何實際或建議承讓人（包括其法律、會計顧問及/或商業顧問）或就本公司對資料當事人享有的權利的參與人或附屬參與人或受讓人（包括其法律、會計顧問及/或商業顧問）；
 - (viii) 對資料當事人的義務提供或計劃提供擔保或第三方抵押的任何人等；
 - (ix) 為就信用卡繳款事宜或信用卡交易而核實持卡人的身份的任何商號的銀行；
 - (x) 於香港或其他司法管轄區的關聯公司；
 - (xi)
 - (1) 第三方金融機構、承保人、信用卡公司、證券及投資服務供應商；
 - (2) 第三方獎賞、長期客戶及專享優惠計劃的供應商；
 - (3) 本公司及關聯公司之合作品牌夥伴（該等合作品牌夥伴名稱會於有關服務及產品（視情況而定）的申請表格上列明）；
 - (4) 慈善或非牟利機構；及
 - (5) 就以上第3(viii)段列明的用途而被關聯公司任用之第三方服務供應商（包括但不限於寄件中心、電訊公司、電話促銷及直銷代理人、電話中心、資料處理公司及資訊科技公司）；及
 - (xii)
 - (1) 在符合公眾利益要求；或
 - (2) 在資料當事人明示或暗示同意情況下之任何其他人士。
5. 在直接促銷中使用資料
本公司擬把資料當事人資料用於直接促銷，而本公司 該用途須獲得資料當事人同意（包括表示不反對）。就此，請注意：
 - (i) 本公司可能把本公司不時持有的資料當事人姓名、聯絡資料、 品及服務組合資料、交易模式及行、財務背景及人口統計數據用於直接促銷；
 - (ii) 可用作促銷下列類別的服務、 品及促銷標的：
 - (1) 財務、保險、信用卡、銀行及相關服務及產品；
 - (2) 獎賞、客戶或會員或優惠計劃及相關服務及 品；
 - (3) 本公司合作品牌夥伴提供之服務及產品（在申請有關服務及產品時會提供合作品牌夥伴名稱）；及
 - (4) 慈善及/或非牟利用途的捐款及捐贈；

- (iii) 上述服務、品及促銷標的可能由本公司及/或下列各方提供或（就捐款及捐贈而言）徵求：
- (1) 關聯公司；
 - (2) 第三方金融機構、承保人、信用卡公司、證券及投資服務供應商；
 - (3) 第三方獎賞、客戶或會員、合作品牌或優惠計劃供應商；
 - (4) 本公司關聯公司之合作品牌夥伴（該等合作品牌夥伴名稱會於有關服務及 品的申請表格上列明）；及
 - (5) 慈善或非牟利機構；
- (iv) 除由本公司促銷上述服務、 品及促銷標的以外，本公司亦擬將以上第5(i)段所述的資料提供予以上第5(iii)段所述的全部或任何人士，以供該等人士在促銷該等服務、 品及促銷標的中使用，而本公司 此用途須獲得資料當事人書面同意（包括表示不反對）；
- (v) 本公司可能因如以上第5(iv)段所述將資料提供予其他人士而獲得金錢或其他財 的回報。如本公司會因提供資料予其他人士而獲得任何金錢或其他財 的回報，本公司會於以上第5(iv)段所述徵求資料當事人同意或不反對時如是通知資料當事人。

如資料當事人不希望本公司如上述使用其資料或將其資料提供予其他人士作直接促銷用途，資料當事人可通知本公司行使其選擇權拒促銷。

6. 根據該條例中的條款，任何資料當事人有權：
- (i) 查核本公司是否持有其資料及查閱該等資料；
 - (ii) 要求本公司改正任何有關其不準確的資料；及
 - (iii) 查明本公司對於資料的政策及實務及獲告知本公司持有的個人資料的種類。
7. 根據該條例的條款，本公司有權對處理查閱資料要求而收取合理的費用。
8. 任何關於查閱或改正資料，或索取關於資料政策及實務或所持有的資料種類的要求，應向下列人士提出：
資料保護主任
招商永隆保險有限公司
香港德輔道中199號無限極廣場33樓
傳真：2526 7045
9. 本通知不會限制資料當事人在該條例下所享有的權利。
10. 在本通知內，關聯公司包括
- (a) 本公司的繼承者；
 - (b) 本公司的任何附屬企業、關連公司、相聯公司、直接和/或間接母企業；
 - (c) 任何前述母企業的任何附屬企業；
 - (d) 上述(a)、(b)及(c)項提述的任何關連公司；及
 - (e) 上述(a)、(b)及(c)項提述的任何相聯公司。
- 「附屬企業」，「母企業」及「企業」具有香港法例第622章公司條例所指之相同涵義。
11. 如中英文本有任何歧異，皆以英文本為準。

2023年1月