

住宅樓宇火險



Domestic Building Fire Insurance

POLICY 保單

■ Notice: Please read this Policy carefully upon receipt and promptly request for any necessary amendments ■

IN CONSIDERATION of the Insured named in the Schedule hereto paying to **CMB Wing Lung Insurance Company Limited** (hereinafter called "the Company") the Premium mentioned in the Schedule

THE COMPANY AGREES (subject to the terms, exceptions and conditions contained herein or endorsed or otherwise expressed hereon which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the rights of the Insured to recover hereunder) that if the Property Insured at the Situation described in the Schedule or any part thereof shall suffer any loss, destruction or damage (hereinafter referred to as "Damage") caused by fire, or by lightning, or by explosion of boilers or gas used for domestic purposes only, or by any Extra Peril specified in the Schedule, at any time during the Period of Insurance or of any subsequent period in respect of which the

Insured shall have paid and the Company shall have accepted the premium required for the renewal of this Policy, the Company will pay to the Insured the value of the Property Insured at the time of the happening of its loss or destruction or the amount of such damage or at the Company's option reinstate or replace such Property or any part thereof

PROVIDED THAT the liability of the Company shall in no case exceed:

- in the whole the Total Sum Insured or in respect of any item its Sum Insured at the time of the Damage, or
- if any other Damage shall have occurred during the same period of insurance, the Sum Insured remaining after payment for such Damage unless the Company shall have agreed to reinstate any such Sum Insured.

EXCEPTIONS

1. Unless otherwise expressly stated in the Policy, this insurance does not cover:

- Damage occasioned by or through or in consequence of, directly or indirectly, any of the following:
 - fire or explosion resulting from earthquake, volcanic eruption or other convulsion of nature;
 - the Property Insured's own spontaneous fermentation or heating;
 - the Property Insured undergoing any process involving the application of heat;
 - burning whether accidental or otherwise of forests, bush, prairie, pampas or jungle, and the clearing of lands by fire;
 - the burning of property by order of any public authority;
 - riot, civil commotion, strikers or locked-out workers;
 - war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war;
 - mutiny, military or popular uprising, 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;
 - any nuclear weapons material;
 - ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, solely for the purpose of this exception combustion shall include any self-sustaining process of nuclear fission;
 - pollution or contamination not resulting from an insured peril;
 - theft during or after the occurrence of a fire;
 - explosion other than of boilers or gas used for domestic purposes only.
- Damage to any electrical machine, apparatus, or any portion of the electrical installation arising from or occasioned by its own over-running, excessive pressure, short circuiting, self heating, arcing or leakage of electricity arising from whatever caused (lightning included);

- Damage to property which at the time of the happening of such Damage is insured by, or would but for the existence of this Policy, be insured by any marine policy or policies, except in respect of any excess beyond the amount which would have been payable under such marine policy or policies had this Policy not been effected;
- goods held in trust or on commission, bullion, unset precious stones, works of art, manuscripts, plans, drawings or designs, patterns, models, moulds, securities, obligations, documents, stamps, coined or paper money, cheques, books of accounts, business books, computer systems records, explosives;
- consequential loss or damage of any kind or description.

2. Terrorism Exclusion

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

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 any act of terrorism.

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.

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

3. Terrorism Exclusion for Contamination and Explosives

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

- (a) biological or chemical contamination
- (b) 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.

4. I.T. Clarification

It is hereby noted and agreed that property damage covered under this insurance 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 following are excluded from this Policy:

- (a) 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.
- (b) 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.

5. Date Related Performance and Functionality

This Policy does not cover Losses directly or indirectly caused by or consisting of or arising from the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000

- (a) correctly to recognise any date as its true calendar date;
- (b) to capture, save or retain, and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date;
- (c) to capture, save, retain or correctly to process any data as a result of the operation of

any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data on or after any date;

however this exclusion shall not apply to any claim for subsequent loss destruction or damage to any property or consequential loss which itself results from a Defined Perils but only to the extent that such claim would otherwise be insured under this Policy.

For the purpose of this Clause, Defined Perils shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, subterranean fire, storm, tempest, flood, escape of water from any tank apparatus or pipe, impact by any vehicle or vessel or by goods falling therefrom or animal.

Subject otherwise to the terms, Conditions & Exceptions of this Policy.

6. Cyber Loss Absolute Exclusion

1. Notwithstanding any provision to the contrary within this Policy, this Policy excludes any Cyber Loss.
2. Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:
 - 2.1 the use or operation of any Computer System or Computer Network;
 - 2.2 the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
 - 2.3 access to, processing, transmission, storage or use of any Data;
 - 2.4 inability to access, process, transmit, store or use any Data;
 - 2.5 any threat of or any hoax relating to 2.1 to 2.4 above;
 - 2.6 any error or omission or accident in respect of any Computer System, Computer Network or Data.
3. Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
4. Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.
5. Data means information used, accessed, processed, transmitted or stored by a Computer System.
6. When this clause forms part of a reinsurance contract, Insured shall be amended to read as Original Insured.

7. 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.

CONDITIONS

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.

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.

3. Reasonable Precautions

The Insured shall maintain the Property Insured in a proper state of repair and take all reasonable precautions to prevent Damage thereto.

4. Alterations and Removals

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

- (a) if the trade or manufacture carried on by the Insured be altered, or if any circumstances affecting the Situation insured be changed in such a way as to increase the risk of Damage by any of the Insured Perils;
- (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.

5. Cancellation

This Policy may be cancelled:

- (a) at any time by the Insured on notice to that effect being given in writing to the Company and provided no claim has arisen during the Period of Insurance, in which case the Insured shall be entitled to a return of the premium paid less the premium calculated at the Company's customary short period rate for the time the Policy has been in force or the customary minimum and non-refundable premium whichever is the greater.
- (b) by the Company on seven 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 a ratable proportion of the premium for the unexpired term from the date of the cancellation.

6. Warranties

Every warranty to which the Property Insured or any item thereof is or may be made subject shall from the time the warranty attaches apply and continue to be in force during the whole currency of this Policy, and non-compliance with any such warranty shall be a bar to any claim in respect of such Property or item, provided that whenever this Policy is renewed a claim in respect of Damage occurring during the renewal

period shall not be barred by reason of a warranty not having been complied with at any time before commencement of such period.

7. 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 deliberate or malicious damage;
- (b) within 30 days or such further time as the Company may in writing allow deliver to the Company
 - (i) a claim in writing for the Damage containing as particular an account as may be reasonably practical of all the several articles or items of property Damaged and the amount of Damage thereto respectively, having regard to their value at the time of the Damage
 - (ii) particulars of all other insurances if any;
- (c) at all times at his own expense provide to the Company all such information and available documents or proofs regarding
 - (i) the origin 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.

8. Forfeiture of Benefits

All benefits under this Policy shall be forfeited:

- (a) if any claim made be in any respect fraudulent;
- (b) if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain benefit under this Policy;
- (c) if any Damage is caused by the wilful act or with the connivance of the Insured;
- (d) if the Insured or any person acting on his behalf shall hinder or obstruct the Company in the exercise of its rights;
- (e) in respect of any claim made and rejected if an action or suit be not commenced within twelve months after such rejection;
- (f) in respect of any claim where arbitration takes place pursuant to Condition 14 of this Policy and an action or suit be not commenced within twelve months after the making of an arbitration award;
- (g) 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.

9. Possession Rights

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

- (a) the Company and any person authorised 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 purposes and in any reasonable manner;
- (b) no Property may be abandoned to the Company whether taken possession of by the Company or not.

10. Option to Reinstate

The Company may at its option, repair or replace the Property Damaged, 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 to 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 buildings, 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.

11. Average (Underinsurance)

If at the time of Damage, the Property Insured be collectively of greater value than the Sum Insured thereon, 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.

12. Contribution

If at the time of Damage, there be any other insurance effected by or on behalf of the Insured covering any of the Property Damaged, the liability of the Company hereunder shall be limited to its rateable proportion of such Damage.

If any such other insurance is expressed to cover any of the Property Insured, but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably to the Damage, the liability of the Company hereunder shall be limited to such proportion of the Damage as the sum hereby insured bears to the value of the Property.

13. 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.

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 prevailing Arbitration Ordinance. 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 the Hongkong 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.

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.

EXTRA PERILS ENDORSEMENT

This Policy is extended, but only as specified in the Policy Schedule, to cover Damage caused by the Extra Perils described hereunder provided always that all the Conditions of this Policy (except insofar as they may be hereby expressly varied) shall apply as if they had been incorporated herein and for this purpose any Damage by the specified Extra Perils shall be deemed to be Damage by fire within the meaning of this Policy.

EP01A - AIRCRAFT

Damage directly caused by aircraft and other aerial devices or articles dropped therefrom excluding Damage caused by any aircraft for which permission to land has been extended by the Insured.

EP02A - BUSH FIRE

Damage occasioned by or through or in consequence of the burning of forests, bush prairie, pampas or jungle and the clearing of lands by fire but excluding such clearing by or on behalf of the Insured.

EP03A - EARTHQUAKE (FIRE & SHOCK)

Damage by fire or otherwise, directly caused by earthquake or volcanic eruption, but excluding

- (i) in respect of Damage caused other than by fire
 - (a) the first HK\$3,000 of each and every loss as ascertained after the application of any condition of average and occurring within each and every separate period of 72 consecutive hours during the currency of this Policy
 - (b) metal smoke stacks, awnings, blinds, signs or other outdoor fixtures and fittings unless specifically insured
- (ii) Damage caused by
 - (a) the escape of water from its normal confines whether natural and artificial
 - (b) inundation from the sea whether resulting from earthquake or otherwise.

EP03B - EARTHQUAKE (FIRE, SHOCK & FLOOD)

Damage by fire or otherwise, directly caused by earthquake or volcanic eruption including flood or overflow of the sea occasioned thereby but excluding in respect of Damage caused other than by fire:

- (a) the first HK\$3,000 of each and every loss as ascertained after the application of any condition of average and occurring within each and every separate period of 72 consecutive hours during the currency of this Policy
- (b) metal smoke stacks, awnings, blinds, signs or other outdoor fixtures and fittings unless specifically insured.

EP04A - EXPLOSION

Damage by fire or otherwise, directly caused by explosion, but excluding

- (i) Damage to boilers, economisers, or other vessels, machinery or apparatus in which pressure is used, or Damage to their contents resulting from their explosion
- (ii) Damage occasioned by or through or in consequence, directly or indirectly, of any act of terrorism committed by any person acting on behalf of, or in connection with, any organization (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 organization(s) or government(s), committed for political, religious, ideological, ethnic, or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear)

EP05A - VEHICLE IMPACT (BY THIRD PARTY VEHICLE)

Damage by fire or otherwise, caused by impact by any road vehicle, horses or cattle not belonging to or under the control of the Insured or any member of the Insured's household or any person employed by the Insured, but excluding the first HK\$3,000 of each and every loss as ascertained after the application of any condition of average.

EP05B - VEHICLE IMPACT (BY ANY VEHICLE)

Damage by fire or otherwise, caused by impact by any road vehicle, horses or cattle, but excluding the first HK\$3,000 of each and every loss as ascertained after the application of any condition of average.

EP06A - RIOT & STRIKE

Damage directly caused by

- (a) the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not)
 - (b) the wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out
 - (c) the action of any lawfully constituted authority in suppressing or attempting to suppress or in minimising the consequences of any act mentioned in (a) and (b) above but excluding
 - (i) Damage occasioned through or in consequence, directly or indirectly, of
 - (a) any act of terrorism committed by any person acting on behalf of, or in connection with, any organization (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 organization(s) or government(s), committed for political, religious, ideological, ethnic, or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear)
 - (b) civil commotion assuming the proportions of or amounting to a popular rising
 - (c) the malicious act of any person (whether or not such act is committed in the course of disturbance of the public peace) not being the wilful act of any rioter striker or locked-out worker in furtherance of a riot or strike or in resistance to a lock-out
 - (ii) Damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation
 - (iii) Damage occasioned by
 - (a) permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority
 - (b) permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building
- provided nevertheless that the Company is not relieved of any liability to the Insured in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession.

EP06C - MALICIOUS DAMAGE

Damage directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace), but excluding

- (i) Damage by explosion
- (ii) Damage arising out of or in the course of theft or any attempt thereof provided that cover under Extra Peril EP06A (Riot & Strike) is in force and subject to the application of the exclusions under that Extra Peril extension wording other than (i) (c).

EP07A - SPONTANEOUS COMBUSTION

Damage by fire only of or to the Property Insured caused by its own spontaneous fermentation heating or combustion.

EP08A - SPRINKLER LEAKAGE

Damage directly caused by water discharged or leaking from the Automatic Sprinkler Installation installed in that part of the Situation insured which is occupied by the Insured but excluding Damage to the said Installation, provided that:

- (i) such discharge or leakage of water shall be accidental and shall not be occasioned by or happen through
 - (a) heat caused by fire
 - (b) repairs or alterations to the buildings or premises
 - (c) repair, removal or extension of the said Installation
 - (d) the order of the Government or of any Authority
 - (e) explosion, the blowing-up of buildings or blasting
- (ii) the Insured shall at all times take all reasonable steps to prevent damage to the said Installation and, so far as his responsibility extends, to maintain the said Installation, including the automatic external alarm signal in efficient condition. In the event of any discharge or leakage from the said Installation the Insured shall do and permit to be done all things practicable whether by removal or otherwise to save and protect the Property Insured;
- (iii) whenever it is intended to make any changes, repairs or alterations to the said Installation the Insured shall give written notice thereof to the Company;

(iv) the Company shall have access to the Situation insured at all reasonable times for purposes of inspection and if the Company shall notify the Insured of defects in the construction or condition of the said Installation requiring alteration or repairs the Company may also at its option by notice in writing suspend the insurance by this extension until such alteration or repairs shall be duly completed.

EP09B - TYPHOON & WINDSTORM (INCLUDING FLOOD)

Damage by fire or otherwise, directly caused by typhoon or windstorm but excluding

- (i) in respect of Damage caused other than by fire
 - (a) the first HK\$3,000 of each and every loss as ascertained after the application of any condition of average and occurring within each and every separate period of 72 consecutive hours during the currency of this Policy
 - (b) metal smoke stacks, awnings, blinds, signs or other outdoor fixtures and fittings unless specifically insured
 - (c) premises in course of construction, alteration or repair except when all outside doors, windows and other openings are complete and protected against typhoon or windstorm unless specifically insured
- (ii) Damage caused by
 - (a) subsidence or landslide
 - (b) hail, whether wind driven or not
 - (c) rain entering the building other than through openings made in its fabric by the direct force of the typhoon or windstorm
- (iii) Damage caused by
 - (a) the escape of water from its normal confines whether natural or artificial
 - (b) inundation from the sea unless directly resulting from typhoon or windstorm.

EP09C - TYPHOON, WINDSTORM & FLOOD

Damage by fire or otherwise, directly caused by typhoon, windstorm or flood but excluding

- (i) in respect of Damage caused other than by fire
 - (a) the first HK\$3,000 of each and every loss as ascertained after the application of any condition of average and occurring within each and every separate period of 72 consecutive hours during the currency of this Policy
 - (b) metal smoke stacks, awnings, blinds, signs or other outdoor fixtures and fittings unless specifically insured
 - (c) premises in course of construction, alteration or repair except when all outside doors, windows and other openings are complete and protected against typhoon or windstorm unless specifically insured
- (ii) Damage caused by
 - (a) subsidence or landslide
 - (b) hail, whether wind driven or not
 - (c) rain entering the building other than through openings made in its fabric by the direct force of the typhoon or windstorm
- (iii) Damage caused by accumulation of water resulting from circumstances where the Insured could, but has failed to, take reasonable steps to prevent such accumulation.

EP10A - WATER TANKS APPARATUS & PIPES

Damage directly caused by bursting or overflowing of water tanks, apparatus or pipes but excluding

- (i) the first HK\$3,000 of each and every loss as ascertained after the application of any condition of average
- (ii) Damage to water tanks apparatus or pipes
- (iii) Damage caused by water discharged or leaking from any installation of automatic sprinklers.

EP11A - LANDSLIP AND SUBSIDENCE

Damage caused by subsidence of the site or landslide, occurring within the period stated in the Policy Schedule but excluding

- (i) Damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences :
 - (a) coastal erosion
 - (b) heave
 - (c) bedding down of structures or the settlement of made up ground within five (5) years of the completion of such works
- (ii) Damage to paths, drives, fences, gates, boundary and retaining walls caused by subsidence and/or landslide.
- (iii) unless otherwise specifically insured, the cost of removal of subsidence and/or landslide debris or the making good of the site following subsidence and/or landslide except in so far as is necessary to repair the Property Insured.
- (iv) Damage directly occasioned by or through defective design or workmanship or the use of defective materials.
- (v) consequential loss or damage of any kind or description.
- (vi) the first HK\$10,000.00 or 10% (ten percent) of each and every loss, whichever is the greater, as ascertained after the application of any condition of average and occurring within each and every separate period of 72 consecutive hours during the currency of this Policy.

WARRANTED:

- 1) The Insured shall maintain the Property in sound repair and shall take all responsible steps to prevent Damage from the perils covered hereby.
- 2) The Insured shall maintain any man-made slope and retaining wall for which they are responsible in accordance with laws, regulations, codes and guides issued by the Government of the Hong Kong Special Administrative Region including the guideline stipulated in the GEOGUIDE 5 – GUIDE TO SLOPE MAINTENANCE published by the Geotechnical Engineering Office, Civil Engineering Department, Hong Kong.
- 3) The Insured shall notify the Company immediately
 - (i) if any excavations are commenced beneath, around or in the vicinity of the Property Insured. In such event the Company shall have the right to vary or cancel the cover provided under this Endorsement.
 - (ii) if the operation of an Insured Peril affecting any part of the site (whether or not the Property Insured is involved) or its nearby surroundings.

ADDITIONAL CLAUSES AND WARRANTIES

The following Clauses and/or Warranty will not have effect unless specially indicated in the Schedule of the Policy or by Endorsement subsequently attached hereto:

A7 Foundation Exclusion Clause

The insurance on Building excludes that part of any building below the level of the under surface of its lowest floor.

A12 Mortgagee / Non-Occupying Landlord Clause

It is hereby declared and agreed that this insurance shall not be invalidated by any change of occupancy or increase of risk taking place in the Property without the knowledge of the Insured, provided that he shall immediately, on the same coming to his knowledge, give notice thereof to the Company and pay any additional premium which may be required from the date of such increase of risk.

A13 Mortgagee Clause

Loss, if any, under this policy shall be payable to the mortgagee named in the Schedule or Assignees of mortgagee interest to the extent of their interest.

It is hereby agreed that in the event of loss or damage, the Company will pay the Mortgagees or said Assignees to the extent of their interest and that this Insurance in so far as concerns the interest therein of the Mortgagees or said Assignees only shall not be invalidated by any act or neglect of the Mortgagor or Owner of the Property Insured, nor by anything whereby the risk is increased being done to, upon or in any building hereby insured, without the knowledge of the Mortgagees or said Assignees provided always that the Mortgagees or said Assignees shall notify the Company of any change of ownership or alteration or increase of hazard not permitted by this insurance so soon as any such change, alteration or increase shall come to their knowledge, and on demand shall pay to the Company the appropriate additional premium from the time when such increase of risk first took place.

And it is further agreed that whenever the Company shall pay the Mortgagees or said Assignees any sum for loss or damage under this Policy, and shall claim that as to the Mortgagor or Owner no liability therefore existed the Company shall at once be legally subrogated to all rights of the Mortgagees or said Assignees to the extent of such payment and the Mortgagees or said Assignees shall do and execute all such further or other acts, deeds, transfers, assignments, instruments and things as may be necessary or be reasonably required by the Company for the purpose of better effecting such subrogation, but such subrogation shall not impair the right of the Mortgagees or said Assignees to recover the full amount of their claim.

Provided that as between the Company and the Mortgagor or Owner of the Property Insured nothing contained in this clause shall in any way constitute or be deemed to constitute any waiver of, or prejudice or affect any rights which the Company may have against the Mortgagor or Owner of the Property Insured, or lessen any obligations which may be imposed on the Mortgagor or Owner of the Property Insured either by or under this Policy or by law, and such rights and obligations shall as between the Company and the Mortgagor or Owner of the Property Insured remain in full force and effect.

The Company reserves the right to cancel this Policy at any times as provided by the terms thereof, but in such case this Policy shall continue in force for the benefit only of the Mortgagees or said Assignees for 10 days after notice to the Mortgagees or said Assignees of such cancellation, and shall then cease, and the Company shall have right on like notice to cancel this agreement.

A19 Reinstatement Value Insurance Clause

It is noted and agreed that in the event of Property Insured under the within Policy being destroyed or damaged the basis upon which the amount payable under (each of the said items of) the Policy is to be calculated shall be the reinstatement of the Property destroyed or damaged, subject to the following special provisions and subject also to the terms and conditions of the Policy except in so far as the same may be varied hereby.

For the purposes of the insurance under this memorandum 'reinstatement' shall mean:

The carrying out of the aftermentioned work, namely:

- (a) Where property is destroyed, the re-building of the Property, if a building, or, in the case of other property, its replacement by similar Property, in either case in a condition equal to but not better or more extensive than its condition when new.
- (b) Where Property is damaged, the repair of the damage and the restoration of the damaged portion of the Property to a condition substantially the same as but not better or more extensive than its condition when new.

Special Provisions

1. The work of reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable despatch; otherwise no payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made.
2. When any Property Insured under this memorandum is damaged or destroyed in part only the liability of the Company shall not exceed the sum representing the cost which the Company could have been called upon to pay for reinstatement if such property had been wholly destroyed.
3. No payment beyond the amount which would have been payable under the policy if this memorandum had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred.
4. Each item insured under this memorandum is declared to be separately subject to the following Condition of Average, namely:

If at the time of reinstatement the sum representing the cost which would have been incurred in reinstatement if the whole of the Property covered by such Item had been destroyed exceeds the Sum Insured thereon at the breaking out of any fire or at the commencement of any destruction or of damage to such Property by any other peril hereby insured against then the Insured shall be considered as being his own insurer for the excess and shall bear a ratable proportion of the loss accordingly.
5. No payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made if at the time of any destruction or damage to any Property Insured hereunder such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth herein.
6. Where by reason of any of the above special provisions no payment is to be made beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein the rights and liabilities of the Company and the Insured in respect of the destruction or damage shall be subject to the terms and conditions of the

Policy, including any Condition of Average therein, as if this memorandum had not been incorporated therein.

Subject otherwise to the terms, Conditions & Exceptions of this Policy.

A33 Legal Requirements Warranty

Warranted that the Insured shall duly comply with and observe all provisions, requirements and regulations of

- (1) Fire Services Department
- and/or (2) Labour Department
- and/or (3) Dangerous Goods Ordinance
- and/or (4) Factories and Industrial Undertakings Ordinance
- and/or (5) 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 warranty shall not apply in respect of any ordinance, regulation notice or requirement expressly waived by the Company by endorsement on this Policy.

A34 Storage Warranty

Warranted no waste materials or goods of any description whatsoever whether belonging to the Insured or not shall be stored temporarily or otherwise on any staircase or landing or in any passageway within or in common use with the premises described in the Policy.

Provided that the Company shall be deemed to have waived any breach of this warranty not occasioned by or contributed to by the Insured of which the Company shall have received written notice from the Insured prior to the occurrence of loss destruction or damage.

Warranted also that all waste materials will be kept in receptacles and removed from the building daily.

B24 Occupancy Warranty A

Warranted no goods or merchandise, other than samples, stored in the within described premises.

B25 Occupancy Warranty B

Warranted no trade processing or manufacturing carried on at the within described premises.

END

火險保險單中文譯本 (本譯文僅供參考)

■ 請受保人細閱保險單內所載各節，如需修正請即時提出 ■

茲承受保人付承保表內開列之約定保險費給與招商永隆保險有限公司(下稱本公司)。

本公司同意依照保險單所載條件、除外責任、基本條款及各種性質之批改書作為受保人根據保險索償的先決條件，凡在本保險單所載之保險期內或在受保人已付了本公司同意接受之續保保費後，如所保之全部及部份財產因火警、閃電、或家用鍋爐及家用氣體燃料爆炸或任何約定之附加險而引致滅失或損毀(下稱損毀)本公司應向受保人給付所保財產損毀前之價值賠償金或損毀金額或由本公司選擇

回復其損失前之原狀或更換或修理全部或部份之財產。

但在任何情況下，本公司之責任都不會超過：

- (a) 損毀時之總保額或各項之保額；
- (b) 在同一保險期間內曾發生損毀事故引致賠款後保額之餘額，除非本公司同意受保人恢復到原來之保額。

除外責任

1. 除非本保險單另有說明，本保險不保障下列各項：

- (a) 因下列任何事故或其直接或間接結果而引致之任何損毀：
 - (i) 地震、火山爆發或其他自然災害所引致火災或爆炸；
 - (ii) 所保財產本身變化自然發熱；
 - (iii) 所保財產在加工過程中涉及熱力之烘焙；
 - (iv) 不論是意外與否而引起之森林、叢樹、平野、曠野或草叢之焚燒及以火開拓或清理土地；
 - (v) 由政府機關下令焚燒的財產；
 - (vi) 暴動、民眾騷動、罷工或因工業行動引致閉廠之工人；
 - (vii) 戰爭、侵略、外敵行為、戰鬥或類似戰爭(不論宣戰與否)之行動、內戰；
 - (viii) 謀反、軍隊嘩變或民眾騷亂、起義、叛亂、革命、軍事或篡權、戒嚴或圍困狀態，或任何事件引起公佈或維持戒嚴或圍困狀態；
 - (ix) 任何核武器材料；
 - (x) 核子游離輻射、核子燃料或其燃燒而產生廢料所引致之幅射能的污染，上述核子燃燒應包括自發的核子分裂在內；
 - (xi) 非因本保險單所保之危險而引致的污染或沾染；
 - (xii) 火警發生時或發生後因盜竊而引致之損失；
 - (xiii) 除家用鍋爐或家用氣體燃料以外所引致的爆炸。
- (b) 電機、電器或電力裝置的任何部份因其本身之過度運轉、超壓、短路、發熱及任何原因(包括閃電在內)而引致的電弧或漏電而造成的損毀。
- (c) 在財產發生損毀時，除本保險單外，若有其他水險保險單同時承保該財產損毀之損失。本保險單只負責賠償當假設本保險單並沒有發出時超出那些水險保險單應負責之金額。
- (d) 因受寄託或寄售而持有之貨物、金銀條塊或未經裝鑲之珠寶玉石、藝術品、文稿、圖則、圖畫或設計、圖案、模型、工模、股票、證券、債券、各種文件、郵票、錢幣或紙幣、支票、帳簿、商業簿記、電腦系統之記錄及爆炸品。
- (e) 任何種類或形式的後果損失或損毀。

2. 恐怖主義

儘管本保險或任何附帶的批單有對立的條款，本保險不會負責任何直接或間接由任何恐怖主義活動所引起、導致的損失、損毀、或相關的費用或支出。無論該等損毀是否由其他原因或事件同時或經任何時序引致。

就本條款而言，所指的恐怖主義活動是指任何人或任何人士，無論單獨或代表有關任何組織或政府作出的行為，該行為包括，但不限於使用武力或暴力及/或威嚇的成份，而該行為是出於政治、宗教、意識形態或類似目的，包括任何意圖影響政府及/或使公眾或部份公眾恐慌的行為。

本保險亦不會負責任何直接或間接因控制、防範、鎮壓恐怖主義活動或任何與之有關的行動所引起、導致的損失、損毀、或相關的費用或支出。

在本公司聲稱，根據此不保條款本保險單不保障任何損失、損毀、或相關的費用或支出時，受保人應承擔反証的責任。

本條款的任何部分若失效或無法執行時，其餘的部分會仍然生效。

3. 生化恐怖主義

本保險不保障直接或間接由下列任何恐怖主義活動情況所引致或促成的任何損失、損毀或費用：

- (a) 生物性或化學性污染
- (b) 導彈、炸彈、手榴彈、爆炸藥物

就本條款而言，所指的恐怖主義活動是指任何人或任何人士，無論單獨或代表有關任何組織或政府作出的行為，該行為包括，但不限於，使用武力或暴力及/或威嚇的成份，而該行為是出於政治、宗教、意識形態或類似目的，包括任何意圖影響政府及/或使公眾或部份公眾恐慌的行為。

就本條款而言，上述(a)項中的“污染”一詞是指因化學及/或生物物質造成的污染、毒害，或阻礙及/或限制任何物品的使用能力。

在本公司聲稱，根據此不保條款本保險單不保障任何損失、損毀、或相關的費用或支出時，受保人應承擔反証的責任。

4. 資訊科技

本保險同意承保的財物損毀是指對受保財物本身的實質性損毀。

財物本身的實質性損毀並不包括對電腦資料或軟件的損毀，尤其是因為原有電腦結構的刪除、腐壞、變形造成對資料、軟件及電腦程式的任何傷害性的改變。

本保險不承保由下列情況引致的損失：

- (a) 電腦資料或軟件的損毀，尤其是因為原有電腦結構的刪除、腐壞、變形造成對資料、軟件及電腦程式的任何傷害性的改變，及由於這些損失或損毀而引致任何營業中斷的損失。儘管如此，直接由受保財物本身的實質性損毀而引致電腦資料或軟件的損毀則不在此限。
- (b) 電腦資料或軟件的功能、可用性、使用範圍的損毀，及由於這些損失或損毀而引致任何營業中斷的損失。

5. 二千年問題

本保險單不保障任何直接或間接地由電腦、資料處理設備或處理器、微形晶片、集成電路或類似儀器或任何電腦軟件的故障，導致無法處理下述運作而造成或構成或引致的損失，無論該等財物是否屬於受保人，及事件是否發生在公元二千年之前、之內或之後：

- (a) 不能準確地識別公元日期；
- (b) 由於不能識別公元日期，而無法讀取、儲存、保存、及/或正確地操作、理解、處理任何資料或資訊或程式或指令；
- (c) 由於電腦軟件內的程式運作出現錯亂，引致資料流失或無法在某指定日期內讀取、儲存、保存或正確地處理任何資料；

但此不保事項並不適用於任何由列明風險引致的財物毀壞或損壞或後果損失的索償。就本條款而言，列明風險指火災、閃電、爆炸、飛機或其航空裝置或其物件的墜落、暴亂、工潮、罷工工人、因工業行動引致閉廠的工人、任何參與工潮的人仕、惡意破壞的人仕、盜竊、盜竊未遂、地震、地下火、風暴、暴風雪、洪水、水箱或水管漏水、被任何車輛或船隻或由其墜下之貨物或動物撞擊。

除此之外，一切以本保險單的款條、條件及不保事項為依據。

6. 網絡損失絕對除外

- (a) 儘管本保單內有相反規定，本保單不包括任何網絡損失。
- (b) 網絡損失是指任何損失，損害，責任，費用，罰款或處罰或任何直接或間接因下列情況引起的其他金額：
 - (i) 任何計算機系統或計算機網絡的使用或操作；
 - (ii) 任何計算機系統、計算機網絡或數據的使用或操作的能力降低或喪失；
 - (iii) 訪問，處理，傳輸，儲存或使用任何數據；
 - (iv) 無法訪問，處理，傳輸，儲存或使用任何數據；
 - (v) 與上述(i)至(iv)有關的任何威脅或任何騙局；
 - (vi) 關於任何計算機系統，計算機網絡或數據的任何錯誤，遺漏或事故。
- (c) 計算機系統是指任何計算機，硬件，軟件，應用，程序，代碼，程式，信息技術，通信系統或由被保險人或任何其他方擁有或操作的電子設備。這包括任何類似的系統和任何相關的輸入，輸出或數據存儲設備或系統，網絡設備或備份設施。
- (d) 計算機網絡是指一組計算機系統和其他電子設備，或通過包括互聯網，內聯網和虛擬專用網絡(VPN)在內的通信技術形式連接的網絡設施，從而使聯網的計算設備能夠交換數據。
- (e) 數據是指計算機系統使用，訪問，處理，傳輸或儲存的數據。
- (f) 當本條款成為再保險合同的一部分時，被保險人應修改為原始被保險人。

7. 制裁限制及除外

根據聯合國決議或根據歐盟、英國、美國的貿易或經濟制裁、法律或規定，如果本公司承保、支付賠款或提供任何利益的行為，將會導致本公司受到任何制裁，禁令或限制，則在上述範圍內本公司將不予承保、賠付或提供任何利益。

基本條款

1. 認別

本保險單及作為保險單組成部份的承保表應視為一完整之合約，凡任何在本保險單內或承保表內有其特定含義之詞或句均在其出現之處有其特定之含義。

2. 誤報

凡關於所保之財產或置存該項財產的房屋或處所，如有實質上之誤報或關於估計危險有關之事項有偽報或漏報等情況，則本公司在本保險單對該項誤報、偽報或漏報有影響之財產都一概不負責任。

3. 合理之預防措施

受保人應保持所保之財產處於良好狀態，並採取一切合理的預防措施以防損毀發生。

4. 變更及搬遷

除在發生損毀前受保人已事先得到本公司之書面同意外，下列任何一項情況發生時，本保險單所受保及受影響之財產的保險都會失效：

- (a) 如果受保人所從事之商業或製造業有所改變或所保之處所在任何變更情況下

- 增加了受保財產損毀的危險；
- (b) 如果受保之處所空置超過三十天以上；
 - (c) 如果受保之財產搬移到保險處所以外；
 - (d) 如果擁有受保財產之權利由保人轉移給其他人，但並不包括因遺囑或法律上之當然轉移。

5. 取消保險單

本保單可於下列情況被取消：

- (a) 在受保人於任何時間以書面通知本公司取消生效後，若在保險期內未提出任何索賠，受保人將獲退還已繳付的保費，但需扣除按本公司現行短期保費率於保單有效期間應收取之保費，或收取現行最低及不可退回之保費，以較高者為準。
- (b) 在本公司提前七日之取消通知書寄至受保人之最後已知地址後，本公司將按比例退還自取消日起計之未到期之保費。

6. 保證條款

有關受保財產或其中任何物品，受保人須在附加之保證條款生效後及受保期間內遵守每一保證條款，不遵守任何保證條款則不能對有關的財產或物品提出索償。但如果本保險單需要繼續保而在續保期間發生損毀時，則不能以受保人未繼續保期間開始前遵守保證條款為理由而拒絕賠償。

7. 索賠步驟

若受保人得悉事故發生會引致或可能引致本保險單之索賠，受保人應該：

- (a) 立即：
 - (i) 採取措施減輕損毀之程度並尋找任何失物，
 - (ii) 書面通知本公司，
 - (iii) 報告警方有關故意或惡意的破壞；
- (b) 於三十天內或在本公司有書面許可的延長期間內送交本公司如下資料：
 - (i) 列出要求損毀賠償清單，在實際可能範圍內分項詳載各項損失財產及其以損失時之價值為準之損失額，
 - (ii) 如有其他保險，詳述其有關資料；
- (c) 隨時在本公司合理要求自費向本公司提供下列有關之資料、文件或證明：
 - (i) 損毀之起源和原因以及發生的情形，
 - (ii) 任何涉及與本公司的責任或其賠償金額的事情；

並應提交經宣誓或其他法律上聲明書以證明其索賠以及各有關事項之真實性。

8. 利益之喪失

在下列情況下本保險單之一切利益均即喪失：

- (a) 如有欺詐之賠償要求；
- (b) 如受保人或其代表用虛偽聲明或欺詐手段圖謀本保險單之利益；
- (c) 如損毀是受保人之故意或其縱容行為所致；
- (d) 如受保人或其代表妨礙或阻止本公司行使自己的權利；
- (e) 如在賠款要求拒絕後，法律訴訟不在十二個月內起訴；
- (f) 對於根據本保險單第十四條之規定而作出的賠償仲裁，如在宣判後十二個月內不起法律訴訟；
- (g) 如在發生損毀之十二個月期滿後而作出的賠償要求，除非該索賠有待法律訴訟或仲裁調解。

9. 持有權利

當損毀索償發生時：

- (a) 本公司及其任何授權人在不承擔任何責任或不減少本公司在本保險單給與之權利下可處理以下事項：
 - (i) 進駐或收管發生損毀之處所，
 - (ii) 接管受保的財產或須將該項財產交與本公司，本公司會以一切合理的方式及方法處理該財產；
- (b) 受保人不得遺棄任何已接管或未接管之財產給本公司。

10. 恢復原狀

本公司自己或聯同其他人、其他公司或其他保險公司，可自由選擇修理或更換全部或任何部份之損毀來代替賠款，但本公司則不擔保修理到絲毫無異，只可以在相當合理情形下修復之。無論在任何情況下本公司都無須支付多過財產損毀時所需之修理費用，亦不能超過該財產之保額。

如果本公司選定修理或更換任何財產，則受保人應自費提供本公司所需的圖則、說明書、尺寸、數量以及其他本公司要求的細節。本公司擬修理或更換之行動不能當作本公司已決定修理或更換。

如果因為有關現行街道分佈或房屋建築之法律或規則或其他事由引致本公司不能修理或更換所保之財產則本公司僅須給付前法例許可下修理或更換之費用。

11. 比例分攤 (不足額保險)

如果本保險單所保之財產發生損毀時，其總值高過其保額，則受保人須按照不足額保險之比例分攤其損失。若本保險單所保之財產不止一項時，應逐項分開分別按照本條之規定分攤之。

12. 代位求償

如果本保險單所保之財產發生損毀時，受保人或其代表另有其他保險承保任何損毀之財產，本公司僅負擔按照比例分攤損失之責任。

如果該其他保險只承保其中一部份財產，而另有條款規定不能與本保險共同分攤全部或部份損失或按比例分攤損失，則本公司僅負擔按照保額與財產價值的比例分攤損失之責任。

13. 代位求償

受保人須就本公司自費要求行使關於本公司按照本保險單在支付賠款或恢復原狀之後而得的代位求償權利同意及協助本公司向第三者追償或追究責任之一切合理行動，不論本公司在賠償以前或以後提出要求，受保人均應同意辦理或允許本公司辦理。

14. 仲裁

如果對本公司保險單之賠償額發生爭議，該爭議應根據現行的仲裁法例來仲裁決定。若雙方對選擇仲裁人或公斷人不能達成協議，則轉交到當時的香港國際仲裁中心之主席去評選。本保險單規定要首先獲得仲裁裁決方可對本保單提出法律訴訟。

15. 合約第三者權利

任何不是本保險單某一方的人士或實體，不能根據《合約（第三者權利）條例》（香港法例第623章）強制執行本保險單的任何條款。

附加險批單

本保險單擴大保障範圍至下述附加險所引致之損毀(只限於承保表內所指定附加險)，惟無論如何保險單之所有條款仍然適用(根據下述之附加險所明確更改者除外)，而指定之附加險內所述之任何損毀均視作因火警引致之損毀。

EP01A - 飛機附加險

因飛機及其他航空機器或由其他墜落之物件所直接引致之損毀，但不包括由於受保人批准之飛機降落引致之損毀。

EP02A - 山火附加險

因森林、叢樹、平野、曠野或草叢之焚燒及以火開拓或清理土地所引致之損毀，但不包括由受保人或其代理人用火開拓或清理土地引致之損毀。

EP03A - 地震(火警及震動)附加險

因地震或火山爆發直接引致火警或其他災險所造成之損毀，但不包括：

- (i) 有關火警以外引致的損毀
 - (a) 每次損失之首港幣3,000元
 - 每次損失是指每一事故按比例分攤條款計算後之損失，而保險期間內每連續72小時內發生的事故均視為一次事故；
 - (b) 金屬煙囪、帆布蓬、窗簾、招牌或其他戶外裝修，但特別承保除外；
- (ii) 因下列原因引致的損毀
 - (a) 從平常儲水地(無論其從天然或人工範圍)的洩水；
 - (b) 海水氾濫；不論其是否起於地震或其他災險。

EP03B - 地震(火警、震動及洪水)附加險

因地震、火山爆發包括其他所引發洪水或海潮泛濫所直接引致火警或其他災險所造成之損毀。但不包括有關火警以外引致的損毀：

- (a) 每次損失之首港幣3,000元
- 每次損失是指每一事故按比例分攤條款計算後之損失，而保險期間內每連續72小時內發生的事故均視為一次事故；
- (b) 金屬煙囪、帆布蓬、窗簾、招牌或其他戶外裝修，但特別承保者除外。

EP04A 爆炸附加險

因爆炸直接引致火警或其他災險所造成之損毀，但不包括：

- (i) 鍋爐、節熱器或其他汽壓容器、使用壓力的機器或裝置因發生爆炸引致的損毀；或內置部件因其本身爆炸所引致的損毀；
- (ii) 因任何或與任何組織發動的恐怖主義活動直接或間接結果引致的損毀(本條文中恐怖主義活動之含意是為任何個別或集結人士其行為包括但不限於使用武力或暴力行為及/或藉此恫嚇，無論獨立個體行事或與某組織或政府有聯繫或冠其名下以代之而策動圖達致其政治、宗教、象徵主義、種族、或類同之目的或動機，包括圖謀威迫政府及/或引起公眾或某部份公眾恐之恐慌)。

EP05A - 汽車碰撞(由第三者汽車引致者)附加險

因非受保人或其家屬或僱員所有或受其控制的汽車、馬或牛碰撞引致火警或其他災險所造成之損毀。但不包括每次損失按比例分攤條款計算後之首港幣3,000元。

EP05B - 汽車碰撞(由任何汽車引致者)附加險

因汽車、馬或牛碰撞引致火警或其他災險所造成之損毀，但不包括每次損失按比例分攤條款計算後之首港幣3,000元。

EP06A - 暴動及罷工附加險

因下述情況所直接引致之損毀：

- (a) 任何人於參與他人共同擾亂公眾及安寧時之行為(不論是否有關罷工或被停工)；
- (b) 任何罷工人士或被停工人士因罷工或抗拒被停工時之故意行為；
- (c) 任何合法地組成的主管當局於壓制上述(a)及(b)項所述之行為時；或於嘗試壓制此行為時，或於力圖減輕其後果時所採取之行動。

但不包括

- (i) 情況不論直接或間接所引致之損毀：
 - (a) 因任何人或與任何組織發動的恐怖主義活動直接或間接結果引致的損毀(本條文中恐怖主義活動之含意是為任何個別或集結人士其行為包括但不限於使用武力或暴力行為及/或藉此恫嚇，無論獨立個體行事或與某組織或政府有聯繫或冠其名下以代之而策動圖達致其政治、宗教、象徵主義、種族、或類同之目的或動機，包括圖謀威迫政府及/或引起公眾或某部份公眾恐之恐慌)
 - (b) 規模達致叛亂程度之民眾騷動；
 - (c) 任何人之惡意行為(不論是否有關擾亂公眾安寧)但不屬於任何暴民，罷工人士或被停工人士因暴動或罷工或抗拒被停工時之故意行為；
- (ii) 由完全停工或部份停工或耽誤工序或干擾工序或停止工序所引致之損毀；
- (iii) 由下述情況所引致之損毀：
 - (a) 因任何合法組成的主管當局執行充公或徵用而致之永久性或短暫性喪失使用權；
 - (b) 因任何人非法佔用任何建築物而致之永久性或短暫性喪失該建築物之使用權；但本公司對受保人於永久性喪失使用權之前或於短暫性喪失使用權期間內受保財產所受之實質損毀仍負賠償責任。

EP06C - 惡意損毀附加險

因任何人之惡意行為(不論是否有關擾亂公眾安寧)所直接引致之損毀，但不包括：

- (i) 由爆炸所造成之損毀；
 - (ii) 因盜竊或意圖盜竊所造成的損毀。
- 惟保障須以有效之附加險EP06A“暴動及罷工”為受保前題，並以該附加險之除外責任條款(但第(i)(c)項除外)為依據。

EP07A - 自然附加險

因所保財產本身發酵、發熱或自然引起火警而造成的損毀。

EP08A - 消防灑水裝置滲漏附加險

因在受保人佔用之所保處所內的自動消防灑水裝置噴水或滲漏直接引起之損毀，惟不包括裝置本身損壞，但：

- (i) 噴水或滲漏事故必須純屬意外而非由下述原因引致：
 - (a) 由火產生之熱力；
 - (b) 建築物或處所的維修或改裝；
 - (c) 消防灑水裝置的維修、搬遷或延伸；
 - (d) 政府或有關當局之命令；
 - (e) 爆炸、以爆破方式拆卸建築物或炸藥爆破。
- (ii) 受保人須時刻採取一切合理措施以防止上述裝置的損毀，並盡力在自己責任範圍內保持該裝置、包括外置的自動警告訊號系統的效能。如有噴水或滲漏情況，受保人應盡一切可行辦法搶救及保護所保財產，包括把所保財產搬移或保留在原處。
- (iii) 如受保人欲對上述裝置作任何改變、維修及變更，須在事前以書面通知本公司。
- (iv) 本公司可於任何合理時間視察所保處所，若本公司通知受保人需將出現毛病的建築結構或消防灑水裝置變更或維修，本公司亦可選擇以書面通知受保人暫停本附加險的保障直至有關變更或維修切實完成為止。

EP09B - 颱風及暴風(包括洪水)附加險

因颱風或暴風直接引致火損或其他損毀，但不包括：

- (i) 有關火警以外引致的損毀：
 - (a) 每次損失之首港幣3,000元

- 每次損失是指每一事故按比例攤條款計算後之損失，而保險期間內每連續72小時內發生的事故均視為一次事故；
- (b) 金屬煙囪、帆布篷、窗簾、招牌或其他戶外裝修，但特別承保者除外；
 - (c) 建築、改建或修理中之房屋，除非其所有戶外門、窗、孔等工程已完成及作好防風措施，但特別承保除外。
- (ii) 因下列原因引致之損毀
- (a) 地陷及山泥傾瀉；
 - (b) 冰雹，無論是否由風推動；
 - (c) 雨水進入建築物內，但颱風或暴風之直接力量由建築物結構的破孔進入者除外。
- (iii) 因下列原因引致之損毀
- (a) 從平常儲水地(無論其從天然或人工範圍)的洩水；
 - (b) 海水氾濫
- 但直接起因於颱風或暴風者則除外。

EP09C - 颱風及暴風及洪水附加險

因颱風、暴風或洪水直接引致火損或其他損毀，但不包括：

- (i) 有關火警以外引致的損毀：
 - (a) 每次損失之首港幣3,000元
每次損失是指每一事故按比例攤條款計算後之損失，而保險期間內每連續72小時內發生的事故均視為一次事故；
 - (b) 金屬煙囪、帆布篷、窗簾、招牌或其他戶外裝修，但特別承保者除外；
 - (c) 建築、改建或修理中之房屋，除非其所有戶外門、窗、孔等工程已完成及作好防風措施，但特別承保除外。
- (ii) 因下列原因引致之損毀
 - (a) 地陷及山泥傾瀉；
 - (b) 冰雹，無論是否由風推動；
 - (c) 雨水進入建築物內，但因颱風或暴風之直接力量由建築物結構的破孔進入者除外。
- (iii) 因受保人疏忽未能採取合理措施防範因積水所致之損失。

EP10A - 水箱、輸水裝置及水管附加險

因水管、輸水裝置及水管爆裂或溢水所致的損毀但不包括：

- (i) 每次損失之首港幣3,000元
每次損失是指每一事故按比例攤條款計算後之損失；
- (ii) 水管、輸水裝置或水管的損毀
- (iii) 因自動消防灑水系統噴水或滲漏所引致之損毀。

EP11A - 山泥崩塌及地陷險條款

在保險期內因直接由山泥崩塌或地陷引致之損毀，但不包括：

- (i) 因直接或間接由於下述事件引致的損毀：
 - (a) 海岸的侵蝕
 - (b) 地層升降
 - (c) 建築物基礎下陷或人工堆填土地於完工五年內下陷
- (ii) 因山泥崩塌及/或地陷引致小徑、平道、籬笆、開門、邊界、護土牆的損毀。
- (iii) 除特別聲明承保者外，搬移山泥崩塌及/或地陷引起的殘廢或重整地盤的費用，除非重整地盤為修理所保財產所必需者。
- (iv) 由於設計或工藝錯誤、或使用劣質物料引致的損毀。
- (v) 任何種類或形式的後果損失或損毀。
- (vi) 每次損失之首港幣10,000元或該損失之百分之十以較高者為準。
每次損失是指每一事故按比例攤條款計算後之損失，而保險期間內連續72小時內發生的事故均視為一次事故。

保證：

- (1) 受保人應保持所保財產處於良好狀態，並採取一切負責任的措施以防上述所保財產的發生
- (2) 受保人有責任為人造斜坡及擋土牆進行維修，及應按照香港特別行政區之土木工程拓展署轄下的土力工程處出版的《岩土指南第五冊-斜坡維修指南》內建議的良好作業方法為標準。
- (3) 受保人應立即通知本公司以下情況：
 - (i) 在所保財產下面、周圍或鄰近地區動工挖掘工程；
在此情形下，本公司有權改變或取消本條款的保障。
 - (ii) 發生所保危險而影響所保財產之場地之任何部份(不論是否涉及所保財產)或其周圍環境。

附加條款及保證

以下條款及/或保證除非於承保表或隨附的批單中註明，否則將不會生效。

A7 地基除外責任

樓宇保險不包括其任何低於其最底層建築物平面之部份。

A12 承按人及業主不佔用條款

本公司同意及聲明如投保人在不知情下，其物業的用途被改變或物業的風險程度增加，其保單不會因此而失效，但保戶在知情後必須立即通知本公司及支付因此風險增加後所需的附加保費。

A13 承按人條款

如有損失，本公司將根據其權益賠付予保單所示之承按人或按揭承讓人。本公司同意如發生損毀時，按其權益，賠付上述承按人或按揭承讓人。按揭人或受保物業擁有人之任何行為或疏忽或所保樓宇內外風險增加，在按揭人或按揭承讓人不知情下，屬於按揭人或按揭承讓人利益範圍內之保險將不會因此失效。但當按揭人或按揭承讓人知道物業擁有權已改變、改建或其風險增加，按揭人或按揭承讓人應盡快將所知之改變、改建、風險增加通知本公司及給付因此產生所需之附加保費。

當本公司付予按揭人或按揭承讓人在本保單所投保之損毀賠償金額時，本公司對按揭人或擁有人之責任隨之消失。與此同時公司將合法地取代其位置。按揭人或按揭承讓人須根據公司的要求，合理地執行一切契據，轉讓和有關的行動，從而使本公司能有效地接收其代位權。但上述代位權的改變，將不會對按揭人或按揭承讓人追討其全部賠償的權利有所影響。

本條款將不會在任何情況對本公司、按揭人、或所保物業擁有人構成或當作構成任何放棄、損害或影響本公司對按揭人或所保物業擁有人之權利或減輕於按揭人或所保物業擁有人在保單上或法律上之責任。上述權利、責任對本公司、抵押貸款人或所保物業擁有人將會維持全部之效力和影響。

本公司保留隨時按本保單條款賦予的權力取消本保單的權利，但按揭人或按揭承讓人之權益只會在向其發出取消通知後的天才告失效，與此同時，本公司應有權以同樣通告取消本條款。

A19 重置價值保險

茲同意如本保險單(每一所列項目)的所保財產有任何損毀，其賠償金額的計算，以重置該損毀財產為基礎，但賠償必須根據下述特定條文及本保險單上其他條件及基本條款。

「重置」在本備忘錄內的闡釋為：

進行下述工作：

- (a) 重建受損毀之樓宇及重置類似項目，更換受損財產不論重建或重置其恢復原狀情況，卻不能優於新置時的狀況。
- (b) 修理受損毀的財產，惟恢復原狀情況卻不能優於新置時的狀況。

特別條文

1. 重置工作(可根據需要而在其他地方進行，但以增加本公司的責任為限)必須合理地迅速開展和施工，否則本公司將不會賠付因本備忘錄規定而需多付之金額。

2. 當所保財產部份損毀時，本公司的責任將以不超過其完全損毀時的重置成本價為限。
 3. 本公司將不會因本備忘錄賠付多於已實際支付的重置費用的金額。
 4. 以下之比例攤分條款，將獨立適用於每一所保項目：
於重置時，如重置因火警或其他附加險受損毀財產的費用超過損毀前的保險金額，則超出的金額均視作被保險人自保的金額，並需按比例計算，承擔部份損失。
 5. 如所保財產於損毀時尚有其他保險保障，而該保險乃由受保人或其授權人投保但並無與前述相同之重置條款，則本公司會以本保險單並無備忘錄規定而計算賠付金額。
 6. 根據任何以上的條款，本公司未能因本備忘錄的規定計算賠償，本公司和被保險人對受損毀的財產的權利與責任仍須遵照原保險單上所列的條件包括比例攤條款處理。
- 除此之外，一切以本保險單的條款、條件及不保事項為依據。

A33 法律規章保證

保戶必須遵守下列政府機構所公佈之一切有關各項規章、條例及任何通告，如不遵守則足以影響或增加本保險單所保之危險情況：

- (1) 消防事務處及/或
- (2) 勞工處及/或
- (3) 危險品條例及/或
- (4) 工廠暨工業經營條例及/或
- (5) 其他有關條例

但如經本公司在保險單上批明對某項規章、條例或通告，可以毋須遵守者，則不受本條款之約束。

A34 存貯保證

任何廢物、貨物或其他物品(無論屬於本保險單保戶或任何人等)，不得存貯或臨時存貯在保險單所保樓宇之梯間、走廊及一切公用地方。

本公司將豁免任何非由本保險單保戶所引起對本保證條款的抵觸，但本公司必須在發生損失或損毀前收到本保險單保戶書面通知有關上述保證條款的抵觸情況。受保人必須將所有廢物放置在桶內，並每日搬離該樓宇之外。

B24 使用地方保證甲

保證於受保地點之內除貨版之外並無儲存貨物或商品

B25 使用地方保證乙

保證於受保地點之內並無進行商業性工序或製造

(如遇爭議，以英文含義為準)



LMA5393 COMMUNICABLE DISEASE ENDORSEMENT (For Property)

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - 2.1. for a Communicable Disease, or
 - 2.2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.

BREAK AND REVIEW CLAUSE (Applicable to policy for a period of 24 months)

The Company reserves its right to review and amend this Policy's terms and conditions at the 12 month anniversary date in the following events.

1. Any significant change in the business activities of the Insured or any alteration or extraneous factor(s) which materially increase the risk exposure for which coverage is provided by this Policy.
2. Any change in the laws that may have a material effect on the exposures and/or coverage that are covered and/or granted under this Policy, and /or coverage that are covered and/or granted under this Policy; and/or
3. Any change in Company's Treaty and Reinsurance arrangements & Capacity.

Any proposed change or alteration in renewal terms and conditions have to be provided to Insured on or before 30 days before the anniversary date.

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

<u>code</u>	<u>Clause wording</u>
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> <ul style="list-style-type: none"> (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. (II) All Property, on any site (including but not limited to the sites referred to in (I) above) used or having been used for: <ul style="list-style-type: none"> (a) the generation of nuclear energy or (b) the Production, Use or Storage of Nuclear Material. (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. (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>Except as undemoted, Nuclear Energy Risks shall not include:</p> <ul style="list-style-type: none"> (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). (ii) any Machinery Breakdown or other Engineering insurance or reinsurance not coming within the scope of (i) above. <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> <ul style="list-style-type: none"> (1) The provision of any insurance or reinsurance whatsoever in respect of: <ul style="list-style-type: none"> (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. (2) The provision of any insurance or reinsurance for the undemoted perils: <ul style="list-style-type: none"> - 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>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> <ul style="list-style-type: none"> (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 (ii) Radioactive Products or Waste. <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.
<p>F071A</p>	<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>
<p>L105A</p>	<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>
<p>F5400</p>	<p><u>PROPERTY CYBER AND DATA ENDORSEMENT (LMA5400)</u></p> <ol style="list-style-type: none"> 1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any: <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> 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. 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. 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>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>



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（有別於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>工業滲漏、污染及污損除外不保附加條款</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>
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。</p> <p>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。</p> <p>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>

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
18/ F, China Merchants Plaza, 303 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.

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士等；
 - (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303號招商局廣場18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

SAMPLE

Underwriting Agent:



UNION FAITH INSURANCE AGENCY LIMITED
聯 誠 保 險 代 理 有 限 公 司

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Underwriter:



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