
ACCIDENTAL DAMAGE (PROPERTY) INSURANCE POLICY

Whereas the Insured by a proposal and declaration which shall form part of this Policy and in consideration of the Insured having paid to the Company the premium mentioned in the Schedule of the Policy, the Company will indemnify the Insured against Damage (as defined hereunder) to the property, or any part thereof, insured in accordance with the terms, conditions, exclusions, general conditions, special provisions, warranties, endorsements of this Policy.

DEFINITION

Words or expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings whenever they shall appear unless stated otherwise in this Policy.

Policy means the Application form, Schedule of Policy, terms, conditions, exclusions, general conditions, special provisions, warranties, endorsements, which form part of this insurance contract.

The Company means MSIG Insurance (Hong Kong) Ltd, the Insurer(s) under this Policy.

The Insured means the person(s) or company or firm shown as the Insured named in the Schedule of the Policy, who agree(s) to pay premium.

Damage means accidental physical loss, destruction or damage to the property, or any part thereof, insured under this Policy.

Deductible means the amount stated in the Schedule of the Policy to be borne by the Insured for each and every claim payable under this Policy.

INSURING AGREEMENT

The Company agrees, (subject to the terms, conditions, exclusions, general conditions, special provisions, warranties, endorsements, 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 right of the Insured to recover hereunder), that any of the property insured be accidentally physically lost, destroyed or damaged other than by an excluded cause at any time during the Period of Insurance shown in the Schedule of this Policy, the Company will pay to the Insured the value of the property at the time of the happening of its Damage or the amount of such Damage or at its option reinstate or replace such property or any part thereof.

Provided that the liability of the Company in respect of any one loss or in the aggregate in any one Period of Insurance shall in no case exceed:

- (i) in respect of each item the sum expressed in the Schedule to be insured thereon or in the whole the total sum insured hereby,
- (ii) any limit of liability shown in the Schedule,

or such other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Company.

EXCLUSIONS

A. EXCLUDED CAUSES

The insurance by this Policy excludes death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

IMPORTANT - Please read this Policy carefully upon receipt and promptly request for any necessary amendments.

1. War and Terrorism Risks Exclusion Clause

- (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (b) any act of terrorism including but not limited to
- the use or threat of force, violence and/or
 - harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents,
- by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or
- (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above.

2. Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Exclusion Clause

- (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel,
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof,
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter,
- (d) 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,
- (e) any chemical, biological, bio-chemical, or electromagnetic weapon.

3. Political Risks Exclusion Clause

- (a) permanent or temporary dispossession resulting from confiscation, nationalisation, commandeering or requisition by any lawfully constituted authority,
- (b) permanent or temporary dispossession of any property resulting from the unlawful occupation or possession of such property by any person,

provided that in respect of (a) and (b) 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 which is otherwise covered by this Policy,

- (c) the destruction of property by order of any public authority.

4. Sonic Bangs Exclusion Clause

pressure waves caused by aircraft or other aerial devices.

5. Cyber Exclusion Clause

- (a) DAMAGE: to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data or any part thereof including loss or corruption of data whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not, where such DAMAGE is caused by [programming or operator error,] Virus or Similar Mechanism or Hacking,

- (b) CONSEQUENTIAL LOSS: directly or indirectly caused by or arising from [programming or operator error,] Virus or Similar Mechanism or Hacking,

but this exclusion shall not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency (as defined hereunder), but only to the extent that such claim would otherwise be insured under this Policy.

DEFINITION

For the purpose of this exclusion only, "Defined Contingency" shall mean fire, lightning, explosion, aircraft and other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, volcano, freeze or weight of snow.

Virus or Similar Mechanism

Virus or Similar Mechanism means program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs.

Hacking

Hacking means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data.

In respect of Excluded Cause 1 to 5 above, if the Company alleges that by reason of any such excluded cause, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

6. Damage to the property insured caused by:

- (a) (i) faulty or defective design, materials or workmanship, inherent vice, latent defect, gradual deterioration, deformation or distortion or wear and tear,
(ii) interruption of the water supply, gas, electricity or fuel systems or failure of the effluent disposal systems to or from the Premises,

unless Damage following (a) (i) and (ii) by a cause not excluded in the Policy ensues, and then the Company shall be liable only for such ensuing Damage,

- (b) (i) collapse or cracking of buildings,
(ii) corrosion, rust, extremes or changes in temperature, dampness, dryness, wet or dry rot, fungus, shrinkage, evaporation, loss of weight, pollution, contamination, change in colour, flavour, texture or finish, action of light, vermin, insects, marring or scratching,

unless such loss under (b) (i) and (ii) is caused directly by Damage to the property insured or to premises containing such property by a cause not excluded in the policy.

- (c) (i) theft except from a building and then only if there is violent or forcible entry to or exit from such building,
(ii) acts of fraud or dishonesty,
(iii) disappearance, unexplained or inventory shortage, misfiling or misplacing of information, shortage in supply or delivery of materials or shortage due to clerical or accounting error,
(iv) cracking, fracturing, collapse or overheating of boilers, economizers, vessels tubes or pipes, nipple leakage or the failure of welds of boilers,
(v) mechanical or electrical breakdown or derangement of machinery or equipment,
(vi) bursting, overflowing, discharging or leaking of water tanks, apparatus or pipes when the premises are empty or disused,

unless

- (i) Damage following (c) (i) to (vi) by a cause not excluded in the Policy ensues and then the Company shall be liable only for such ensuing Damage,
 - (ii) such loss under (c) (i) to (vi) is caused directly by Damage to the property insured or to premises containing such property by a cause not excluded in the Policy.
- (d)
 - (i) coastal or river erosion,
 - (ii) subsidence, ground heave or landslip,
 - (iii) normal settlement or bedding-down of new structures,
 - (iv) wind, rain, hail, frost, snow, flood, sand or dust to movable property in the open or in open sided buildings or to fences and gates,
 - (v) the freezing, solidification or inadvertent escape of molten material.

7. Damage caused by or arising from:

- (a) any wilful act or wilful negligence on the part of the Insured or any person acting on his behalf,
- (b) cessation of work, delay or loss of market or any other consequential or indirect loss of any kind or description whatsoever.

B. EXCLUDED PROPERTY

Unless specifically mentioned as insured, this Policy does not cover Damage in respect of:

- 1.
 - (a) money, cheques, stamps, bonds, credit cards, securities of any description, jewellery, precious stones, precious metals, bullion, furs, curiosities, rare books or works of art unless specifically mentioned as insured by this Policy and then only in respect of the perils specified below,
 - (b) fixed glass,
 - (c) glass (other than fixed glass), china, earthenware, marble or other fragile or brittle objects,
 - (d) electronic installations, computers and data processing equipment,

but this shall not exclude Damage to the property (a) to (d) (not otherwise excluded) caused by fire, lightning, explosion, aircraft, riot, strike, locked-out workers, persons taking part in labour disturbances, malicious persons, impact by any road vehicle or animals, earthquake, windstorm, flood, bursting, overflowing, discharging or leaking of water tanks, apparatus or pipes.

- 2. Goods held in trust or on commission, documents, manuscripts, business books, computer systems records, patterns, models, moulds, plans, designs, explosives.
- 3.
 - (a) vehicles licensed for road use (including all kinds of accessories), caravans, trailers, railway locomotives or rolling stock, watercraft, aircraft, spacecraft or the like,
 - (b) property in transit other than within the premises specified in the Schedule,
 - (c) property or structures in the course of demolition, construction or erection and materials or supplies in connection therewith,
 - (d) land (including top-soil back-fill drainage or culverts), driveways, pavements, roads, runways, railway lines, dams, reservoirs, canals, rigs, wells, pipelines, tunnels, bridges, docks, piers jetties, excavations, wharves, mining property, underground, off-shore property,
 - (e) livestock, growing crops or trees,
 - (f) property damaged as a result of its undergoing any process,
 - (g) plant, machinery or equipment during installation, removal or re-siting (including dismantling and re-erection) if directly attributable to such operations,
 - (h) property (including materials and supplies) undergoing alteration, repair, testing, installation or servicing if directly attributable to the operations or work being performed thereon, unless Damage by a cause not otherwise excluded ensues, and then the Company will be liable only for such ensuing loss,

- (i) property more specifically insured.
- 4. 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 the marine policy or policies had this insurance not been effected.
- 5. Damage to boilers, economizers, turbines or other vessels, machinery or apparatus in which pressure is used, or their contents, resulting from their explosion or rupture.

GENERAL CONDITIONS

1. PRECONDITION

The due observance and fulfilment of the terms, provisions and conditions of this Policy insofar as they relate to anything to be done or not to be done by the Insured and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

2. ALTERATIONS

Alterations to the terms and conditions of the Policy must be agreed by the Company and signified by endorsement upon the Policy.

3. MISDESCRIPTION

If there be any material misdescription by the Insured, or anyone acting on his behalf, of any of the property hereby insured, or of any building or place in which such property is contained, or of the business or premises to which this insurance refers or any misrepresentation as to any fact known to be material for consideration by the Company for higher premium or decision not to enter the insurance contract or any omission to state such fact, the Company shall not be liable under this Policy for the property affected by any such misdescription, misrepresentation or omission.

4. REASONABLE PRECAUTIONS

The Insured shall at all time and as far as is reasonably practicable take steps to safeguard the property insured and maintain it in a proper state of repair. The Insured shall also take steps to enforce the observance of all statutory provisions manufacturer's recommendations and other regulations relating to the safety use and inspection of the property insured.

5. CESSATION OF POLICY

This Insurance by this Policy shall cease if:

- (a) the business be wound up or carried on by a Liquidator or Receiver or permanently discontinued, or
- (b) the Insured's interest ceases otherwise than by death, or
- (c) the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building or containing the insured property be changed in such a way as to increase the risk of Damage, or
- (d) the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days, or
- (e) the property insured be removed to any building or place other than that in which it is stated herein to be insured, or
- (f) the Insured has not paid the insurance premium within the period under the premium warranty,

unless the Insured obtains the sanction of the Company signified by endorsement upon the Policy by or on behalf of the Company.

6. CANCELLATION

- (a) The Company may terminate this Policy without refund of premium in case of fraud,
- (b) The Company may terminate this Policy by giving notice in writing to the last known address of the Insured at least 7 days prior to such termination, in which case the Company shall repay the premium to the Insured by deducting a rateable proportion of the premium for the time the Policy has been in force,
- (c) The Insured may terminate this Policy by giving notice to the Company in writing and has the right to a refund of premium after deducting the customary short period premium for the time the Policy has been in force.

7. CLAIMS AND INDEMNIFICATION CONDITIONS

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

- (a) immediately
 - (i) take steps to minimise the Damage and recover any missing property, and
 - (ii) give notice in writing to the Company, and
 - (iii) give notice to the police if the event be theft or suspected theft or wilful or malicious damage,
- (b) within 30 days, or such time as the Company may in writing allow:
 - (i) deliver to the Company a claim in writing for the Damage containing an account as may be reasonably practical of all items of property lost or damaged and the amount of loss or damage thereto respectively, having regard to their value at the time of the Damage,
 - (ii) declare to the Company particulars of all other insurances, if any.

The Insured shall at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the Damage and the circumstances under which the Damage occurred, and any matter touching the liability or the amount of liability of the Company as may be reasonably required by or on behalf of the Company.

8. THE INSURER'S RIGHT

On the happening of any Damage to any of the property insured by this Policy, the Company may:

- (a) enter and take and keep possession of the building or premises where the Damage has happened,
- (b) take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the Damage,
- (c) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with such property ,
- (d) sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by the Company at any time until such claim is finally determined or notice in writing is given by the Insured that the Insured withdraws claim under this Policy and the Company shall not by any act, carried out in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the Conditions of this Policy in answer to any claim.

If the Insured or any person acting on his behalf shall not comply with the requirements of the Company, or shall hinder or obstruct the Company in the exercise of its powers hereunder, all benefit under this Policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

9. REPAIR AND REPLACEMENT

The Company may at its option, repair or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the Damage, or may join with any other Company of 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 replace 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 replacement 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 hereby insured because of any municipal or other 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 sum as would be required to repair or replace such property if the same could lawfully be repaired to its former condition.

10. FORFEITURE

If any claim upon this Policy be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy or if the Damage be occasioned by the wilful act or with the connivance of the Insured all benefit under this Policy shall be forfeited.

11. REDUCTION OF SUM INSURED

Upon the happening of any Damage covered by this Policy the sum insured in respect of the lost, damaged or destroyed Item of the property insured shall immediately stand reduced by the amount paid or payable in respect of such Damage.

12. SUBROGATION

Any claimant under this Policy shall, 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 other parties to which the Company shall be or would become entitled or subrogated upon its paying for or making good any Damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

13. CONTRIBUTION

If at the time of any Damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons, covering either such loss or any part of it or the same property, the Company shall not be liable to pay or contribute more than its rateable proportion of such Damage.

14. ARBITRATION

If the Company shall disclaim policy liability or there is any dispute as to the amount to be paid under this Policy (collectively known as "the Dispute"), the Dispute shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance (Cap. 609 of the Laws of Hong Kong) as amended from time to time. If the parties fail to agree upon the choice of Arbitrators or Umpires, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained.

If the Dispute shall not within 12 months from the date of disclaimer or the date of rejection of the claim have been referred to arbitration under the provisions herein contained, then such claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

15. TIME LIMIT

If an action or suit is not commenced within twelve months after the arbitration award is made under Condition 14 of this Policy, the Company shall not be liable for any claim for the Dispute under this Policy and such claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable against the Company hereunder.

16. DEDUCTIBLES

This Policy does not cover the amounts of Deductibles stated in the Schedule in respect of each and every Damage and in respect of Damage resulting from typhoon, storm, tempest and earthquake occurring within each and every separate period of 72 consecutive hours, as ascertained after the application of all other terms and conditions of the Policy including any condition of Underinsurance. Warranted that during the currency of the Policy the Insured shall not effect insurance in respect of the amounts of the Deductibles stated in the Schedule.

17. UNDER INSURANCE

If the property hereby insured shall, at the commencement of any Damage, be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this condition.

18. EXCULSION OF RIGHTS UNDER CONTRACTS (RIGHTS OF THIRD PARTIES) ORDINANCE

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.

ADDITIONAL ENDORSEMENTS ANNEXED TO POLICY

1. LEGAL REQUIREMENTS WARRANTY

Warranted that the Insured shall duly comply with and observe all provisions requirements and regulations of (I) Fire Services Department and/or (II) Labour Department and/or (III) Dangerous Goods Ordinance and/or (IV) Factories and Industrial Undertaking Ordinance and/or (V) Public Health and Urban Services Ordinance (VI) Any other Statutory Obligation including any notice given or requirements made pursuant to the same the breach and/or disregard of which or any part of which may materially affect or increase the risk hereby insured except only that this warranty shall not apply in respect of any ordinance, provision, requirement, regulation or notice expressly waived by the Company by endorsement on this Policy.

2. OTHER INTERESTS

It is hereby agreed and declared that in accordance with the provisions of the relevant encumbrances in respect of the property insured by the within Policy, the Policy will indemnify the parties named herein for their respective rights and interests in the property insured by the particular items in the Policy Schedule as indicated.

3. SANCTION LIMITATION AND EXCLUSION CLAUSE

This Policy shall not be deemed to provide cover and no (re)insurer shall 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 that (re)insurer 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.



Appendix: Notice to customers relating to the Personal Data (Privacy) Ordinance ("the Ordinance")

MSIG Insurance (Hong Kong) Limited ("MSIG", "we" or "us") would ask that you take the time to read this privacy policy carefully. In case of discrepancies between the English and Chinese versions of this statement, the English version shall prevail.

PRIVACY POLICY

MSIG takes your privacy very seriously. To ensure your personal information is secure, we communicate and enforce our privacy and security guidelines according to the relevant laws and regulations. MSIG takes precautions to safeguard your personal information against loss, theft, and misuse, as well as against unauthorised access, disclosure, alteration, and destruction. Furthermore, we will not sell your personal information to anyone for any purposes. MSIG imposes very strict sanction control and only authorised staff on a need-to-know basis are given access to or will handle your personal data, and we provide regular training to our staff to keep them abreast of any new developments in privacy laws and regulations.

We will only retain your personal data in our business records for as long as it is necessary for business and tax purposes as permitted by the laws. We will require our agent, contractor or third party who provides administrative or other services on our behalf to protect personal data they may receive in a manner consistent with this policy. We do not allow them to use such information for any other purposes. If you have any questions or inquiries regarding our privacy policy, please feel free to contact us.

We may amend this Privacy Policy at any time and for any reason. The updated version will be available by following the 'Privacy Policy' link on our website homepage at msiq.com.hk. You should check the Privacy Policy regularly for changes.

Personal Information Collection Statement

Personal information is data that can be used to uniquely identify or contact a single person. As our customers, it is necessary from time to time for you to supply us with your personal data in relation to the general insurance services and products ("the Product") that we provide to you and in order for us to deliver and improve the customer service. This includes but not limited to the personal data contained in the proposal form or in any documents in relation to the Product or any claim made under the Product.

Your personal data may be used for **obligatory purpose** or **voluntary purpose**. If personal data are to be used for an obligatory purpose, you MUST provide your personal data to MSIG if you want MSIG to provide the Product. Failure to supply such data for obligatory purpose may result in MSIG being unable to provide the Product.

The **obligatory purposes** for which your personal data may be used are as follows:-

- processing and evaluating your insurance application and any future insurance application you may make;
- our daily operation and administration of the services and facilities in relation to the Product provided to you;
- variation, cancellation or renewal of the Product;
- invoicing and collecting premiums and outstanding amounts from you;
- assessing and processing claims in relation to the Product and any subsequent legal proceedings;
- exercising any right of subrogation by us;
- contacting you for any of the above purposes;
- other ancillary purposes which are directly related to the above purposes;
- complying with applicable laws, regulations or any industry codes or guidelines; and
- detecting and preventing fraud (whether or not relating to the policy issued in respect of this application).

The **voluntary purposes** for which your personal data may be used are any sales, marketing, promotion of other general insurance services and products provided by MSIG. The personal data we intend to use for voluntary purposes are your name, your address, your phone number and email address



If you do not wish MSIG to use your personal data for the voluntary purposes listed above, you should tick the box on the right and send us a copy of this Notice at the address listed below together with the required information which are necessary for us to process your opt-out request. You may also notify us by filling in the General enquiry form - Opt-out from direct marketing activities on our website at msig.com.hk. In your notification, you must supply the same required information as listed below.

To enable us to process your opt-out request, please provide us below information and send to: The Data Protection Officer at 9/F, 1111 King's Road, Taikoo Shing, Hong Kong.	
Full Name:	
Contact Number:	
HKID Number:	<i>(for identification purpose)</i>
Policy / Certificate / Acknowledgement Number (if you have one):	
NOTE: This instruction will override all previous instructions relating to direct marketing that have been given to MSIG.	

In connection with any of the above purposes, the personal data that we have collected might be transferred to:

- third party agents, contractors and advisors who provide administrative, communications, computer, payment, security or other services which assist us to carry out the above purposes (including medical service providers, emergency assistance service providers, telemarketers, mailing houses, IT service providers and data processors);
- in the event of a claim, loss adjudicators, claims investigators and medical advisors;
- reinsurers and reinsurance brokers;
- your insurance broker;
- our legal and professional advisors;
- our related companies as defined in the Companies Ordinance;
- the Hong Kong Federation of Insurers (or any similar association of insurance companies) and its members;
- the Insurance Complaints Bureau and similar industry bodies; and
- government agencies and authorities as required or permitted by law;
- fraud prevention organizations;
- other insurance companies (whether directly or through fraud prevention organization or other persons named in this paragraph);
- the police; and
- databases or registers (and their operators) used by the insurance industry to analyse and check information provided against existing information.

In order to confirm the accuracy of your personal data, you agree to provide us with authorisation to access to and to verify any of your personal data with the information collected by any federation of insurance companies from the insurance industry.

Under the relevant laws and regulations, you have the right to request access to and to request correction of your personal data held by us. If you wish to exercise these rights, please write to our Data Protection Officer at 9/F, 1111 King's Road, Taikoo Shing, Hong Kong.

If you have any enquiries or require assistance with this Personal Information Collection Statement, please call us at (852) 3122 6922.

附錄：致各客戶有關個人資料（私隱）條例（“條例”）通知書

三井住友海上火災保險（香港）有限公司（下稱「三井住友保險」、「我們」或「本公司」）請您仔細閱讀下列條款與條件。如此聲明的英文版本與中文版本內容有歧異，將以英文版本為準。

私隱政策

三井住友保險極為重視您的私隱。為了保障您的個人資料，我們以有關法例及規例為準則，向公司內部傳達並執行我們定立之私隱及保障指引。三井住友保險採取預防措施以保障您的個人資料免遭受遺失、盜竊、誤用，以及在未經許可之情況下被取用、洩露、更改及破壞。此外，我們均不會出售您的個人資料給任何人。三井住友保險嚴格執行認可管制，只容許獲授權之職員在必需要的情況下，取用或處理您的個人資料。我們會向職員定期提供培訓，確保他們知悉任何有關私隱法律及規例的新發展。

我們只會在法律容許並必需用於業務及稅務用途之情況下，保留您的個人資料作為我們的業務記錄。我們會向以本公司之名義提供行政或其他服務之代理、承辦商或第三者，要求他們遵循本政策保護有可能收到的個人資料。本公司不會容許他們使用有關資料於任何其他目的。如您對我們的私隱政策有任何疑問，歡迎聯絡我們查詢。

我們可能不時修改此範本。修改後的範本可於本公司網頁 msig.com.hk 下載。您應定期查閱此範本所修改的內容。

個人資料收集聲明

個人資料是可以用作獨立識別或聯絡個別人士之數據。貴為我們的客戶，您須向我們不時供給與我們提供之一般保險服務及保單產品（下稱「保單」）相關的個人資料，讓我們可向您提供客戶服務及改善服務質素。當中包括但不限於您在申請表填寫或任何與保單有關之文件上或任何透過保單索償上所載之個人資料。

您的個人資料可被用於**強制性**或**自願性**用途。如個人資料是用於強制性用途，而您希望三井住友保險提供有關保單，則您必須向三井住友保險提供有關個人資料，否則三井住友保險將不能向您提供有關保單。

您的個人資料可被用於以下**強制性**之用途：

- 處理及審批您的保險申請或您將來提交的保險申請；
- 向您提供與保單及核保相關之日常運作及行政用途；
- 保單之更改、取消或續保用途；
- 發出繳交保費通知及向您收取保費及欠款；
- 評估及處理透過保單索償及任何繼後法律訴訟之用途；
- 由本公司行使代位權利之用途；
- 就以上用途聯絡您；
- 其他與上述用途有直接關係的附帶用途；
- 遵循適用法律、條例及業內守則及指引；及
- 偵測和防止欺詐行為（無論是否與就此申請而發出的保單有關）所需的目的。

而**自願性用途**則指任何三井住友保險提供的其他一般保險服務及保單產品之銷售、市場營銷及推廣。用作自願性用途之個人資料則為您的姓名、地址、電話號碼及電郵地址。



如您不欲 三井住友保險將您的個人資料用作上述自願性用途，您應於右列方格加上剔號並將此通告之副本連同您要求拒絕服務所必須提供的資料（詳情如下）郵寄至下列地址。您亦可填妥本公司網頁 msig.com.hk 的一般查詢表格 – 拒絕直銷活動。

為讓我們能夠處理您以上提出的拒絕服務之請求，請提供以下資料並寄至三井住友海上火災保險（香港）有限公司的資料保護主任：香港太古城英皇道 1111 號 9 樓。	
姓名：	
聯絡電話：	
香港身份證號碼：	(作識別之用)
保單號碼 / 證書編號 / 確認編號 (如適用)：	
附註:此拒絕服務要求將會取代您先前給予三井住友保險一切關於直接促銷的指示。	

就任何上述的用途，我們所收集的個人資料可能會被轉移至：

- 向我們提供行政、通訊、電腦、付款、保安及其他服務的第三方代理、承包商及顧問（包括：醫療服務供應商、緊急救援服務供應商、電話促銷商、郵寄及印刷服務商、資訊科技服務供應商及數據處理服務商）；
- 處理索賠個案的理賠師、理賠調查員及醫療顧問；
- 再保公司及再保經紀；
- 您的保險經紀；
- 我們的法律及專業業務顧問；
- 我們的關連公司（以《公司條例》內的定義為準）；
- 香港保險業聯會（或同類的保險公司聯會）及其會員；
- 保險投訴局及同類的保險業機構；
- 法例要求或許可的政府機關；
- 防欺詐組織；
- 其他保險公司（無論是直接地，或是通過防欺詐組織或本段中指名的其他人士）；
- 警察；及
- 保險業就現有資料而對所提供的資料作出分析和檢查的數據庫或登記冊（及其運營者）。

為了確保您的個人資料之準確性，您同意授權本公司查閱並核實任何由保險業界內保險公司聯會所收集有關您的個人資料。

根據有關法例及規例，您有權查閱及更正本公司所持的任何載有您的個人資料之記錄。如您欲行使以上權利，可以書面形式投寄至香港太古城英皇道 1111 號 9 樓三井住友海上火災保險（香港）有限公司，通知本公司的資料保護主任。

如您對此個人資料收集聲明有任何疑問或須協助，請致電(852) 3122 6922 與我們聯絡。