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# Office Insurance Policy

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Here is your new insurance Policy. Please examine it together with the Schedule, to make sure that You have the protection You need.

It is important that the Policy, the Schedule and any amendments are read together to avoid misunderstandings.

Almost certainly your needs will change. If they do, please let Us know - your Policy is designed for easy amendment or extension.

## How Your Insurance Operates

Your Office Insurance Policy is a contract between Us, the Company, and You, our Insured named in the Schedule. The application form, declaration and information given are the basis of this contract.

In consideration of your paying to Us the required Premium, We agree to indemnify You in the manner and to the extent provided for in the respective Sections specified in the Schedule, in respect of events occurring during the Period of Insurance, or any subsequent period for which You pay and We accept the required Premium.

It is also agreed that the only business insured by this Policy is the Business at the Premises described in the Schedule.

## Our Promise of Service

We wish to provide You with a high standard of service and to meet any claims covered by this Policy honestly, fairly and promptly. Should You have any reason to believe that We have not done so, please contact your broker or agent. If You do not use the services of a professional intermediary please contact, preferably in writing, our Business Manager. He has wide authority and will be ready to help You with your problems.

## A Guide to your Office Insurance Policy

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## Definition of Words

Certain words have been defined below and in some Sections of this Policy. These have the same meaning wherever they are used in the Policy or Schedule.

## Definitions

“You / The Insured” means:-

only the person or persons specified as such in the Schedule and no others. (with “your” being the possessive noun for You as defined)

“We / Us /The Company” means:-

MSIG Insurance (Hong Kong) Limited

(with “our” being the possessive noun for We as defined)

“Business” means:-

the usual work and activities carried on by You pertaining to your business as specified in the Schedule and no others.

“Premises” means: -

the premises located at the Situation shown in the Schedule occupied as your office for the purposes of carrying on the Business, the buildings of which are constructed of concrete, brick or stone, and roofed with concrete, asphalt, tiles, slates, metal or sheets or slabs composed entirely of incombustible mineral ingredients, unless specially mentioned in the Schedule.

“Contents” means: -

property at the Premises, consisting of:

- a) all office contents, fixtures and fittings, deeds, documents and sample stocks, cables, pipes and signs and all other contents belonging to You or for which You are responsible,
- b) landlord's fixtures and fittings for which You are responsible, and tenants' improvements,
- c) your personal effects and those of any of your directors, partners or employees,
- d) sanitaryware, fixed glass and mirrors,

but excluding Money, securities or other negotiable documents, travel tickets, jewellery, watches, furs, precious metals or precious stones or articles composed of any of them, or property more specifically insured, unless specially mentioned in the Schedule.

“Money” means: -

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

Unless the context otherwise requires, words and expressions importing the masculine gender also include the feminine and neuter genders and words and expressions in the singular include the plural and words and expressions in the plural include the singular.

## General Conditions (which apply to the whole Policy)

The conditions which appear in the Policy or in any Endorsement are part of the contract and must be complied with. They are where their nature permits conditions precedent to the right to recover from Us.

1. The Policy shall be voidable in the event of misrepresentation, misdescription or nondisclosure of any material fact.
2. You must take all reasonable steps to safeguard against accident, injury, illness, disease, loss or damage, including in particular:
  - the selection and supervision of employees,
  - the securing of all doors, windows and other means of entrance,
  - the prevention of loss of or damage to the property,
  - the prevention of Accidents and Diseases,
  - the sale or supply of food, drink, goods which should not be in any way defective or unsuitable for consumption or use,
  - the compliance with all statutory obligations.

3. You must notify Us immediately if:
  - any change is made in your Business, Premises, or their occupancy, or the duties of the insured Employee whereby the risk of loss, damage or accident is increased,
  - your Premises are unoccupied for more than 30 consecutive days,
  - your interest ceases (unless the cessation is brought about by will or operation of law), or your Business is wound up, carried on by a liquidator or receiver, or is permanently discontinued.

4. Prior to the commencement of the Period of Insurance, the Insured shall provide the Company with a declaration estimating the Earnings of the Employees to be covered by this Policy (whose particulars are specified in the Schedule) employed in the Business during the Period of Insurance (which declaration is referred to herein as “the Estimated Earnings Declaration”) on the basis of which a deposit premium becomes payable to the Company.

### 5. Premium Adjustment Clause

The Insured shall within ninety (90) days after the expiry of the Period of Insurance or upon cancellation of the Policy provide the Company with a completed Premium Adjustment and Declaration of Earnings Form stating the actual Earnings of the Employees covered by this Policy (whose particulars are specified in the Schedule) and provide the relevant supporting documents during the Period of Insurance (which declaration is referred to herein as “the Actual Earnings Declaration”). If the actual Earnings shall differ from the estimated Earnings the difference in premium shall be met by a further proportionate adjustment premium to be paid to the Company or by a premium refund to the Insured as the case may be.

6. It is hereby declared that the Premium payable by the Insured in consideration of the indemnity provided under Employees' Compensation Section of this Policy is the sum of the deposit premium and the adjustment premium calculated pursuant to General Condition 4 & 5 above.

The name, Hong Kong Identity Card number, class of employment and Earnings of every Employee of the Insured covered by this Policy (whose particulars are specified in the Schedule) shall be properly recorded by the Insured and retained in a safe place so that a record exists of all employees covered by this Policy and the Insured shall at all reasonable times allow the Company to inspect and obtain copies of such records.

If the Insured fails to cooperate with the Company in submitting the completed Premium Adjustment and Declaration of Earnings Form, without prejudice to any other rights of the Company, the Company shall retain the discretion not to renew this insurance upon expiry of the Policy.

### 7. Cancellation

You may cancel this Policy at any time by letter. We may cancel your Policy or any Section by sending seven (7) days' notice by recorded delivery letter or registered letter to your last known address. Any return of premium will depend on how long the Policy has been in force and whether any claims have been made, and the premium may also be subject to adjustment as described in General Condition 5 above.

### 8. Jurisdiction Clause

The indemnity provided by this Policy shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Hong Kong, nor to orders obtained in the said Court for the enforcement of judgments made outside Hong Kong, whether by way of reciprocal agreements or otherwise.

### 9. Governing Law

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

### 10. Other Insurance

If at the time any claim arises under this Policy there be any other insurance indemnifying the Insured who is entitled to be indemnified under this Policy, this Policy is not to be called on in contribution and, subject to the Policy Limit of Liability, is only to pay any amount under this Policy if and so far as such amount is not covered by any indemnity under other insurance.

## 11. Subrogation

The Company shall be entitled at its sole discretion to prosecute in the name of the Insured regarding any claim for damages, costs, indemnity, contribution or otherwise against any person who may be liable to the Insured in respect of any liability on the part of the Insured for which indemnity is provided by this Policy and shall have full discretion in the conduct of any such proceedings and in the settlement of any such claim. The Insured shall give all such information and assistance as the Company may from time to time require and execute any necessary documents for the purpose of vesting such rights in the Company.

Any moneys recovered pursuant to the exercise of such rights shall be applied firstly for the benefit of the Company to the extent of the amount paid by the Company in respect of any claim including any costs and expenses paid or incurred by the Company and costs and expenses incurred in prosecuting such recovery action.

## 12. Exclusion 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.

## Claims Conditions (which apply to the whole Policy)

We will act in good faith in all our dealings with You. Equally, the payment of claims is dependent on:

### A. You observing the following:

1. Notifying Us immediately if any event occurs which may give rise to a claim under this Policy. You must not make any admission of liability, or any offer, promise or payment without our written consent.
2. Reporting in writing to Us as soon as reasonably possible, full details of any incident which may result in a claim under this Policy, and taking all reasonable action to minimise any loss or damage, or any interruption or interference with the Business.
3. Forwarding to Us immediately upon receipt, every writ, summons, legal process or other communication in connection with the claim.
4. Notifying Us immediately if You have knowledge of any impending prosecution, inquest or fatal accident inquiry in connection with any occurrence which may give rise to a claim.
5. Giving all necessary information and assistance that We may require, including written details of the claim You wish to make, the latest waggeroll of all Employees duly certified as being correct by an independent auditor and all relevant supporting documents, at your expense or at the expense of any claimant in the form and nature required.
6. Not abandoning any property to Us.
7. Notifying the police as soon as reasonably possible of:
  - any insured property lost outside your Premises,
  - loss or damage caused by theft, rioters or malicious persons.You may also have an obligation to notify the police in certain other circumstances if You are involved in a road accident.
8. You or anyone acting on your behalf not making any fraudulent, false or exaggerated claims, otherwise We shall be under no obligation to make any payment under this Policy.

### B. You recognising our rights as follows:

1. At our own option to repair, replace or reinstate any lost or damaged item or part thereof, or pay the amount of the loss or damage in money.
2. 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.

Any other person entitled to claim the benefit of this Policy must also observe its terms and conditions.

## General Exceptions (which apply to the whole Policy)

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:

### 1. War and Terrorism Exclusion

- 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
  - i) the use or threat of force, violence and/or
  - ii) 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.

It is hereby noted that the terrorism exception mentioned under 1b) above does not apply to Section 4 - Employees' Compensation. The Company may amend this provision according to market changes by giving seven (7) days notice to You.

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

- 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

- 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 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

pressure waves caused by aircraft or other aerial devices.

### 5. Cyber Primary Exclusion

- (i) 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

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

but this exception 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 exception 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.

### 6. Asbestos Exclusion

all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:

- a) asbestos, or
- b) any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

### 7. Property Cyber and Data Exclusion

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
  - 1.1. Cyber Loss;
  - 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;regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. 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. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

#### Definitions

4. 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.
5. 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.
6. Cyber Incident means:
  - 6.1. 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
  - 6.2. 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.
7. Computer System means:
  - 7.1. 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.
8. 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.

### 8. (P226) Communicable Disease Exclusion – Applicable to Section 1, 2 and 3 only

1. Notwithstanding any provision to the contrary, this policy excludes 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 a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. 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:
  - 2.1. 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
  - 2.2. 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
  - 2.3. 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.

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

## 9. (P227) General Exclusion for Cleaning Cost – Communicable Disease – Applicable to Section 1, 2 and 3 only

Notwithstanding any provision to the contrary, this policy shall exclude any cost to clean, decontaminate, disinfect, repair, replace, recall or checking of any property 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 communicable diseases.

## 10. (L132) Communicable Disease Exclusion – Applicable to Section 5 only

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection 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, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a 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 bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

If We allege that by reason of these General Exceptions, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon You.

### 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, United States of America and/or any other applicable national economic or trade sanction law or regulations.

## Section 1 - Office Contents

### Definitions

"Eligible Appliances" means: -

Room air conditioners, refrigerators, washing machines, dehumidifiers, televisions, storage type electric water heaters, gas cookers and gas instantaneous water heaters.

"Energy Label Product" means:-

Any of the Listed Models of Prescribed Products as defined under the Energy Efficiency (Labelling of Products) Ordinance, Chapter 598 of the Laws of Hong Kong.

### Cover

In the event of accidental loss of or damage to the insured Contents We will pay to You the value of the property at the time of the loss or the amount of the damage, or at our option reinstate or replace such property or any part thereof.

Deductions for wear, tear and depreciation shall not be made provided that the costs have been incurred for replacement or reinstatement to a condition similar to but not better than new.

### Sums Insured and the Consequences of Under-Insurance

The Sum Insured on Contents is shown in the Schedule. This is the maximum amount for which We may be liable under this Section. Payment shall not exceed such proportion of the loss or damage as the Sum Insured bears to the value of all the property at the time of the loss or damage. Each item as shown in the Schedule is separately subject to this provision.

### Limits of Liability

Our liability under this Section shall not exceed in respect of:

- a) any one item of office equipment or machinery (unless specially mentioned in the Schedule) HK\$150,000
- b) computer systems' records:
  - i) any one item HK\$10,000
  - ii) in total HK\$150,000

Cover in respect of computer systems' records is limited to the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein), and not for the value to You of the information contained therein.

- c) deeds, documents, cards, tapes, files or transparencies:
  - i) any one item HK\$5,000
  - ii) in total HK\$50,000
- d) china, porcelain, work of art or curiosity
  - i) any article HK\$10,000
  - ii) in total HK\$200,000 or 10% of the Sum Insured on Contents whichever is the less
- e) personal effects:
  - i) any one person HK\$5,000
  - ii) in total HK\$50,000
- f) all loss or damage during any one Period of Insurance the Sum Insured as stated in the Schedule

### Automatic Reinstatement

In the event of loss or damage covered by this Section the Sum Insured shall be automatically reinstated from the date of notification of a claim with no additional premium charged. The Sum Insured will not be automatically reinstated for any items specifically mentioned in the Schedule which have been totally lost or destroyed. If further insurance is required for replacement items, You must advise Us accordingly.

### Extensions to Section 1

This Section extends to include:

#### 1. Temporary Removal

- a) Loss of or damage to Contents other than deeds, non-negotiable documents, personal effects, sanitaryware, fixed glass and mirrors, whilst such Contents are temporarily removed, within Hong Kong, from the Premises for cleaning, renovation, repair or other similar purposes, but excluding loss or damage caused by storm, typhoon or flood unless the Contents are inside a building,
- b) Loss of or damage to deeds, non-negotiable documents and trade samples in transit within Hong Kong by registered post or in your personal custody or that of any of your directors, partners or employees, until delivered to the consignee's address within Hong Kong,

but our liability under this Extension shall not exceed in respect of:

- i) surveying or photographic equipment covered under 1.a) (in total) HK\$5,000

- ii) any one loss of documents in transit covered under 1.b) HK\$10,000
- iii) any one loss of trade samples in transit covered under 1.b) HK\$50,000
- iv) all other property covered under 1.a) 15% of the Sum Insured on Contents

## 2. Alterations or Repairs

Loss of or damage to the Contents as insured hereunder notwithstanding any alteration, repair, decoration or maintenance works being performed at the Premises, provided that the contract value of each such works shall not exceed HK\$1,000,000.

## 3. Damage to Premises

Damage to the Premises for which You are responsible to repair following theft or attempted theft of Contents, involving forcible and violent means of entry into or exit from the Premises.

## 4. Removal of Debris

The costs of removing debris of the Contents following loss or damage insured by this Section, incurred with our consent, for an amount not exceeding HK\$50,000 or 10% of the Sum Insured whichever is the less on Contents.

## 5. Fire Extinguishing Expenses

The cost of recharging fire extinguishing equipment belonging to the Insured or for which the Insured is responsible following fire or explosion taking place on the Premises, for an amount not exceeding HK\$50,000 for any one occurrence of loss. Any cost incurred by any other third party including the landlord is not covered.

## 6. Computer Breakdown

In the event of any unforeseen and sudden physical loss of or damage to your Computer Equipment (forming part of the office Contents insured under Section 1) caused by mechanical or electrical breakdown in a manner necessitating repair or replacement, the indemnity:

- (a) in respect of such loss or damage, by payment in cash, replacement or repair (at our option), up to a maximum of HK\$100,000 in the aggregate during any one Period of Insurance, provided that We shall not be liable for the first HK\$1,000 of each and every loss or damage;
- (b) in respect of any additional expenditure incurred by You for the use of substitute computer equipment (not owned by You) as a result of a total or partial interruption of operation of the Computer Equipment caused by loss or damage indemnifiable under 6.(a) above, up to a maximum of HK\$50,000 in the aggregate during any one Period of Insurance, provided that
  - i) such interruption occurs during the Period of Insurance and shall not exceed twelve (12) months;
  - ii) such additional expenditure can be proved to have been incurred for the period of interruption during which the use of substitute computer equipment is essential;
  - iii) We shall not be liable for any additional expenditure incurred during the first forty-eight (48) consecutive hours of such interruption.

This Extension is subject otherwise to the terms, exceptions, provisions and conditions contained in or endorsed on the Policy, and is subject also to the following Special Exceptions and Special Provisions:

### Special Exceptions

This Extension does not cover:

- i) loss or damage for which a manufacturer, supplier, contractor or repairer is legally responsible by contract or otherwise;
- ii) loss or damage due to faults or defects known to You or any of your responsible employees at the time the contract was arranged and not disclosed to Us;
- iii) loss or damage to parts which by their use and/or nature suffer a high rate of wear or depreciation;
- iv) repair or replacement necessitated by wear, corrosion, erosion or any other direct consequences of progressive or continuous influences from working, or atmospheric or chemical action, rust or scratching of painted or polished surfaces;
- v) damage due to the imposition of abnormal conditions directly or indirectly resulting from testing, intentional overloading or experiments;

- vi) derangement or malfunction not accompanied by loss or damage (as defined above in this Extension) to the Computer Equipment;
- vii) any loss, damage or costs arising from false programming, punching, labelling or inserting, inadvertent cancellation of information or discarding of data carrying media, and from loss of information caused by magnetic fields;
- viii) loss of use or consequential loss;
- ix) the cost of reinstatement of data;
- x) loss, damage or expenses recoverable under the Maintenance Agreement or which would be so recoverable but for a breach of your obligations under the Maintenance Agreement;
- xi) extra charges incurred for overtime, night work, work on public holidays, express freight or air freight;
- xii) the cost of any alterations, additions, improvements or overhauls undertaken at the time of repair of loss or damage insured by this Extension, and the cost of any temporary repairs and the consequences thereof.

### Special Conditions

- i) It is warranted that the Computer Equipment is covered by a Maintenance Agreement at all times when the insurance under this Extension is in force.

- ii) For the purpose of the insurance under this Extension,

"Maintenance Agreement" means: -

the agreement by which You receive maintenance services for Computer Equipment from the suppliers of the Computer Equipment or company approved by the suppliers.

"Computer Equipment" means: -

those parts of the electronic data or word processing installation including the central processing unit, data storage devices, control console, disc drives, magnetic tape transports, power pack and all input or output equipment, operating under the direct control of or connected to the central processing unit. However, this definition does not include portable Computer Equipment, whether situated inside or outside the Premises.

## 7. Payment on Account

In the event of the occurrence of a loss covered under this Section, an advance payment on account in respect of such loss at your request and with the loss adjuster's recommendation.

## 8. Replacement of Locks & Roller Shutter Door

The cost incurred in the necessary replacement of locks or roller shutter door pertaining to the Premises following theft of the keys to such locks or door from the Premises or from the home of the Insured's directors, partners or employees of the Business (who are authorised to hold such keys), provided that the theft involves entry to or exit from the Premises or any authorized person's home by forcible, violent and visible means. But our liability under this Extension shall not exceed HK\$5,000 for lock and HK\$20,000 for roller shutter doors in the aggregate during the Period of Insurance.

## 9. Rent

Rent which You are liable to pay following loss or damage which renders the Premises or any part of the Premises unfit for your occupancy for the purpose of carrying on the Business. But our liability under this Extension shall not exceed HK\$10,000 in the aggregate during the Period of Insurance.

## 10. Architects', Surveyors', Consultant Engineers' Fee

The Architects', Surveyors' and Consulting Engineers' fees necessarily incurred in the reinstatement of the Premises consequent upon its destruction or damage by a peril hereby insured. But our liability under this Extension shall not exceed HK\$5,000 in the aggregate during the Period of Insurance.

## 11. Eco Support Coverage

If any of the insured items under Section 1 of this Policy has been totally lost or destroyed or cannot be economically repaired, We will at our option replace such property with a new item of similar quality but not better or pay the cost of such replacement whichever is the less without any deduction for wear and tear or depreciation.

Under these circumstances, if such lost or damaged item is any of the Eligible Appliances and replaced with a new Energy Label Product of identical or improved quality, We will pay an extra benefit of not more than 10% of the purchase price of the replacing Energy Label Product with a minimum Grade 2 recognition under MEELS ("Mandatory Energy Efficiency Labelling Scheme"), subject to a maximum limit of HK\$5,000 per item and HK\$10,000 in the aggregate during the Period of Insurance. This benefit does not apply if the Premises is located in a residential building.

## 12. Exhibition Fairs or Trade Shows

This section shall extend to cover loss of or damage to insured property whilst at locations in Hong Kong for exhibition fairs or trade show for no more than 14 days caused by the insured perils subject to the maximum limit of HKD100,000 for any one occurrence.

## Limit of Liability

Our liability under Section 1 including that under all Extensions to Section 1 shall not exceed the Sum Insured in respect of each item as stated in the Schedule or the total Sum Insured in whole by Section 1 during the Period of Insurance.

## Exceptions to Section 1

### This Section does not cover:

1. In respect of each and every claim,
  - i) the first HK\$3,000 or 10% of the adjusted loss whichever is the greater for loss or damage caused by water;
  - ii) the first HK\$500 for loss or damage other than that stated in i) above, but this Exception shall not apply to loss or damage caused by fire, lightning or explosion, or by theft involving forcible and violent entry into or exit from your Premises,
2. the cost of normal upkeep,
3. the cost of rectifying defective materials or workmanship but this Exception shall not apply to other property insured under this Policy which is lost or damaged in consequence of such defective materials or workmanship,
4. consequential loss of any kind unless it is otherwise covered under Extension 9 – Rent,

### Loss of or damage to:

5. Money, securities or other negotiable documents, stamps, manuscripts, plans, drawings, designs, patterns, travel tickets, jewellery, watches, furs, models or moulds, precious metals or precious stones or articles composed of any of them, unless specially mentioned in the Schedule,
6. property more specifically insured under any other insurance,
7. motor vehicles or other mechanically or electrically propelled vehicles or accessories licensed for road use,
8. explosives,
9. animals or livestock,
10. property undergoing construction, erection, or the imposition of abnormal conditions directly or indirectly resulting from testing, intentional overloading, or experiments,
11. property being worked on and directly arising from any process of manufacture, repair, alteration or servicing,
12. any boiler or other pressure vessel including pipes, valves and other apparatus thereof, steam turbine and/or engine occasioned by or arising from explosion, rupture, collapse, bursting, cracking, burning out or bulging thereof, provided that this Exception is limited to the aforementioned items immediately affected and does not extend to other property as a result of such explosion, rupture or bursting,

13. property which at the time of the happening of such loss or 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.

### Loss or damage caused by or arising from:

14. breakage of china, porcelain or other brittle articles (other than sanitaryware, fixed glass or mirrors) unless due to fire or thieves,
15. any shortage arising from errors or omissions, or revealed only at the time of stocktaking or making of an inventory, and not identifiable with a specific occurrence insured by this Section,
16. false programming, punching, labelling or inserting, inadvertent cancelling of information or discarding of data carrying media, and loss of information caused by magnetic fields,
17. wear, tear, depreciation, rust, corrosion, mildew, mould, fungus, wet or dry rot, gradual deterioration or slowly developing deformation or distortion, insects, larvae, moths, vermin, scratching of glass or any process of cleaning, dyeing, repairing, restoring or renovation,
18. fraud or dishonesty of any member of your household or any of your directors, partners or employees,
19. mechanical or electrical breakdown, but loss or damage by fire or explosion ensuing therefrom is not excluded,
20. change in temperature or humidity, failure or inadequate operation or any variation in temperature of an air-conditioning, cooling or heating system,
21. the failure of the supply of water, gas, electricity or fuel, or the deliberate act of the suppliers of water, gas, electricity or fuel,
22. inherent vice,
23. failure of design, fault, defect or omission in designs, plans or specifications,
24. pollution or contamination,
25. shrinkage, evaporation, loss of weight, change in flavour, colour, texture or finish, action of light, or exposure to weather conditions when property is left in the open or not contained in fully enclosed buildings,
26. total or partial cessation of work or the retarding or interruption or cessation of any process or operation caused thereby,
27. the insured property's own fermentation, natural heating or spontaneous combustion, or by its undergoing any heating or drying process.

## Section 2 - Business Interruption

### Definitions

"Damage" means: -

loss or damage insured by Section 1 of this Policy provided that payment has been made or liability admitted thereunder. However, this definition does not include loss or damage caused by mechanical or electrical breakdown covered under Extension 6 of Section 1.

"Indemnity Period" means: -

the period beginning with the occurrence of the Damage and ending not later than the Maximum Indemnity Period thereafter during which the result of your Business is affected in consequence of the Damage.

“Maximum Indemnity Period” means: -  
the period as stated in the Schedule.

“Gross Profit” means: -  
the amount by which:

- a) the sum of the Turnover and the amounts of the closing stock and work in progress shall exceed
- b) the sum of the amounts of the opening stock and work in progress and the amount of the Uninsured Working Expenses.

Note: (1) The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the Insured's normal accountancy methods, due provisions being made for depreciation.  
(2) The words and expressions used in this Definition shall have the meaning usually attached to them in the books and accounts of the Insured.

“Turnover” means: -  
the money paid or payable to You for goods sold and delivered and for services rendered in the course of the Business at the Premises.

“Uninsured Working Expenses” means: -  
the amount of all purchases (less discounts received), carriage, packing, freight and any other Uninsured Working Expenses specified in the Schedule.

“Excess Period” means: -  
the period as specified in the Policy for which We will not be liable to pay any loss, such period to commence from the beginning of interruption of or interference with the Business resulting in a claim under this Policy.

“Rate of Gross Profit” means: -  
the rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Damage

“Annual Turnover” means: -  
the Turnover during the twelve months immediately before the date of the Damage

“Standard Turnover” means: -  
the Turnover during that period in the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period.

## Cover - Applicable as specified in the Schedule

### Item 1 - Additional Expenditure

In the event of Damage occurring at the Premises during the Period of Insurance, We will indemnify You, up to HK\$1,000,000 in respect of the cost of additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing interruption of or interference with the Business which but for such expenditure would have taken place during the Indemnity Period in consequence of the Damage but not exceeding the reduction in Gross Profit thereby avoided.

### Item 2 - Gross Profit

In the event of your Business at the Premises being interrupted or interfered with as a consequence of Damage to the Contents, We will indemnify You for the loss of Gross Profit due to (i) Reduction in Turnover and (ii) Increase in Cost of Working, and the amount payable thereunder shall be:

- (i) In respect of Reduction in Turnover: the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover falls short of the Standard Turnover during the Indemnity Period, in consequence of the Damage,
- (ii) In respect of Increase in Cost of Working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the

Damage, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided.

### Limit of Liability under Item 2 of Section 2

Our liability shall not exceed the Sum Insured described in the Schedule, provided also:

- a) We may deduct from the amount of any claim under this Item any sum saved during the Indemnity Period in respect of those of the charges and expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the Damage,
- b) if the Sum Insured by Item 2 is less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve (12) months), the amount payable shall be proportionately reduced,
- c) if during the Indemnity Period goods are sold or services rendered elsewhere than at the Premises for the benefit of the Business either by You or by others on your behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period,
- d) if any standing charges of the Business are not insured by this Item (having been deducted in arriving at the Gross Profit as defined herein) then in computing the amount recoverable hereunder as increase in cost of working, that proportion only of the additional expenditure shall be brought into account which the Gross Profit bears to the sum of the Gross Profit and the uninsured standing charges.

### Premium Adjustment Clause

The premium paid by You may be adjusted on receipt by Us of a declaration of the Gross Profit earned during the financial year most nearly concurrent with the Period of Insurance as certified by your auditors.

If any Damage has occurred giving rise to a claim for loss of Gross Profit, the above-mentioned declaration shall be increased for the purpose of the premium adjustment by the amount by which the Gross Profit was reduced during the financial year in consequence of such Damage.

In the event of the declaration (adjusted as provided for above and proportionately increased where the Maximum Indemnity Period exceeds twelve (12) months) being less than the Sum Insured on Gross Profit for the relative period of insurance, a pro rata return of premium, not exceeding 50% of the premium paid, will be allowed.

## Extensions to Section 2

This Section extends to include:

### 1. Professional Accountants' Charges

An indemnity for the reasonable charges payable by You to your professional accountants or auditors for producing any particulars or details or any other proof, information or evidence as may be required, and reporting that such particulars or details are in accordance with your books of account or other business books or documents. Provided that the Company shall not be liable under this Extension for more than 10% of the Total Sum Insured under Section 2.

### 2. Denial of Access

Loss as insured by this Section resulting from interruption of or interference with the Business in consequence of damage to property in the vicinity of the Premises which prevents or hinders the use of the Premises or access thereto whether the insured Premises or Contents be damaged or not, subject to an Excess Period (as defined herein) of forty-eight (48) consecutive hours. Provided that the Company shall not be liable under this Extension for more than 10% of the Total Sum Insured under this Section.

### 3. Payment on Account

It is hereby noted and agreed that in the event of the occurrence of a loss covered under this Section, the Company may approve an advance payment on account in respect of such loss at the request of the Insured and with the Loss Adjuster's recommendation.



#### 4. Failure of Public Utility Supply

Loss as insured by this Section resulting from interruption of or interference with the Business in consequence of damage to property at any electricity station or sub-station, water works or gas works of the public utility supply undertaking from which the Insured obtains electricity, water or gas for more than forty-eight (48) consecutive hours, whether the Premises or Contents be damaged or not.

Provided that We shall not be liable for any loss occasioned by the deliberate act of the government, or local authority or supply authority not performed for the sole purpose of safeguarding life or protecting any part of the supply undertaking's system or by the exercise any such authority of its power to withhold or restrict or ration supply not necessitated solely by damage to the supply undertaking's generation or supply equipment by an insured peril.

Provided also that the Company shall not be liable under this Extension for more than HK\$500,000 or 10% of the Total Sum Insured under Section 2.

#### Limit of Liability

Our liability under this Section including that under all Extensions to this Section shall not exceed the Sum Insured in respect of each item as stated in the Schedule or the total Sum Insured in whole by Section 2 during the Period of Insurance.

### Section 3 - Money

#### Definition

"Business Hours" means: -  
the period during which your Premises is actually occupied for Business purposes and during which You or any of your directors, partners or employees entrusted with Money are in the Premises.

#### Cover

In the event of loss of Money in Hong Kong We will indemnify You against such losses subject to the following limits, provided that out of Business Hours the keys and combination numbers of safes and strongrooms are at all times kept in your personal custody or that of your directors, partners or employees:

1. In respect of any single loss of Money other than crossed cheques, crossed postal orders, crossed money orders, crossed bankers' drafts, unexpired units in franking machines and credit card sales vouchers:
  - a) in your Premises during Business Hours, or in transit or in a bank night safe HK\$50,000
  - b) in your Premises:
    - i) out of Business Hours and secured in a locked safe or strongroom HK\$50,000
    - ii) out of Business Hours but not secured in a locked safe or strongroom HK\$50,000
  - c) in your residence or that of your directors, partners or employees HK\$5,000
2. In respect of any single loss of Money consisting of crossed cheques, crossed postal orders, crossed money orders, crossed bankers' drafts, unexpired units in franking machines and credit card sales vouchers: HK\$500,000

### Extensions to Section 3

#### 1. This Section extends to include:

- a) **Damage to Safes or Strongrooms or Cash Carrying Bags**  
In the event of loss of or damage to:
  - a) safes or strongrooms, or
  - b) cases, bags or waistcoats when such are used for the carriage of Money,

directly associated with any theft or attempted theft therefrom, then We will indemnify You against such loss or damage to the extent that You are not otherwise insured, but our liability under this Extension shall not exceed HK\$30,000 any one occurrence of loss or damage.

#### b) Cash Cheques

Loss of Money following violence or threat of violence to You or a director, partner or employee, forcing You/them to sign a cash cheque, for an amount not exceeding HK\$10,000.

#### 2. Personal Assault

If as a result of an attempt by thieves to steal:

- a) Money, or
- b) Contents during Business Hours,

which are insured by this Policy, and if You and/or any of your directors, partners or employees aged between eighteen (18) and sixty-five (65) years suffer bodily injury which independently of any other cause is the sole cause of death or disablement (the Results) or if their personal effects are lost or damaged, then We will pay to You or your legal personal representative in respect of each such person the Compensation shown below for such Results:

Results	Compensation
i) Death	HK\$250,000
ii) Total and permanent loss of all sight in one or both eyes	HK\$250,000
iii) Total loss by physical severance or total and permanent loss of use of one or both hands or feet	HK\$250,000
iv) Total disablement (temporary or permanent) from usual occupation	HK\$300 per week
v) Reimbursement of necessarily and reasonably incurred medical expenses up to	HK\$1,500
vi) An indemnity for personal effects up to	HK\$3,000
vii) Hospital Confinement for a period exceeding 7 consecutive days	HK\$500 per 7 consecutive days and HK\$1,500 per year

#### Compensation Limits

1. Compensation for Result (iv) (total disablement) shall be payable:
  - a) for a period not exceeding one hundred and four (104) weeks from the commencement of the disablement,
  - b) when the total amount has been agreed, or at your request at intervals of not less than four (4) weeks, but not in advance, commencing four (4) weeks after We have received written notice of the disablement.
2. Compensation shall not be payable for:
  - a) any of the Results unless such Result occurs within two (2) years of sustaining the injury causing such Result,
  - b) more than one of the Results (i), (ii) or (iii) for any one person, and when payable for one of those Results shall not be payable for any Result caused by any subsequent injury to that person.

#### 3. Fidelity Guarantee

Notwithstanding anything contained herein to the contrary, this Section extends to include loss of Money arising from fraudulent or dishonest act of any of your director(s), partner(s) or employee(s) provided that:

- a) such acts have been committed and claims made within the Period of Insurance;

- b) the loss is discovered within 3 working days after the act of fraud or dishonesty;
- c) the Insured's system of check, control and supervision must be maintained in full effect at all times.

But our liability under this Extension shall not exceed HK\$50,000 any one occurrence of loss and in the aggregate during the Period of Insurance.

### Exceptions to Section 3

#### This Section does not cover:

1. any loss arising from fraud or dishonesty of any person including members of your household or any of your directors, partners or employees.
2. shortages due to error or omission,
3. unexplained disappearance of Money,
4. loss from an unattended vehicle,
5. depreciation in value, currency fluctuation, dishonoured cheques, or use of counterfeit money,
6. loss of Money from a locked safe or strongroom opened by a key or combination code left in your office after Business Hours.

### Section 4 - Employees' Compensation

Please refer to your current Schedule to see if this Section is in force

#### Definitions

"Ordinance" means: -  
the Employees' Compensation Ordinance (Chapter 282 of the laws of Hong Kong).

"Accident" means: -  
an accident or a series of accidents arising out of one event.

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

"Earnings" means: -  
all gross wages salaries remunerations commissions bonuses overtime termination payments allowances and the like directors' fees or other benefits whether at piecework rates or otherwise and whether paid in cash or in kind by the Insured to his Employees.

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

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

"Noise-Induced Deafness" means: -  
"Noise-Induced Deafness" has the same meaning as assigned to that expression in the Occupational Deafness (Compensation) Ordinance (Chapter 469 of the laws of Hong Kong).

"Pneumoconiosis" and "Mesothelioma" means: -  
"Pneumoconiosis" and "Mesothelioma" have the same meaning as assigned to those expressions in the Pneumoconiosis and Mesothelioma (Compensation) Ordinance (Chapter 360 of the laws of Hong Kong).

"The Proposal and Declaration" means: -  
any signed proposal form and declaration and any information supplied by or on behalf of the Insured in addition thereto or in substitution therefor.

#### Cover

If any Employee in your immediate employ as specified in the Schedule shall sustain bodily injury or death by Accident occurring or Disease contracted

during the Period of Insurance within the Geographical Area and arising out of and in the course of his employment by the Insured in the Business, We will subject to the Limit of Indemnity and to the terms, exceptions and conditions contained in or endorsed on this Section (all of which are hereinafter collectively referred to as "The Terms of this Section") indemnify You against your legal liability in respect of such bodily injury or death under the Ordinance and independently of the Ordinance to pay compensation and damages and claimant's costs and expenses and also indemnify You against costs and expenses incurred by or on your behalf with our written consent in connection therewith.

Provided that in the event of any change to the Ordinance during or subsequent to the Period of Insurance altering your legal liability under the Ordinance our liability under this Section shall be limited to such sums as We would have been liable to pay if the Ordinance had remained unaltered.

Further provided that:

- (a) the due observance and fulfilment of the Terms of this Section in so far as they relate to anything to be done or not to be done or to be complied with by You; and
- (b) the truth of the statements and answers in the Proposal and Declaration and the Estimated Earnings Declaration and the Actual Earnings Declaration

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

We will also in the event of the death of You indemnify your legal personal representatives in the Terms of this Section in respect of liability incurred by You provided that such legal personal representatives shall as though they were the Insured observe fulfill and be subject to the Terms of this Section in as far as they can apply.

#### POLICY LIMIT OF INDEMNITY

- (a) In respect of any Accident or Disease giving rise to a claim or claims against the Insured for which indemnity is provided under this Section, the Company's Indemnity to the Insured shall in the aggregate be limited to the amount specified in the Schedule as "Policy Limit of Liability" irrespective of the number of Employees who may sustain bodily injury or death consequent on or attributable to the same occurrence of Accident or Disease.
- (b) In relation to any liability of the Insured in respect of a Disease contracted by an Employee due to the nature of his employment with the Insured which nature of employment applies during a period that extends over more than one Policy Period of Insurance:
  - (i) the aggregate of the Company's Indemnity to the Insured under all insurance policies shall not exceed the Limit of Indemnity of the Policy that was in force at the time the nature of the Employee's employment to which such Disease was due first affected the Employee; and
  - (ii) subject to the limitation of paragraph (b)(i) hereof, the Company's Indemnity to the Insured under this Section shall be limited to such proportion of the Insured's liability in respect of such Disease as that part of the Employee's period of employment falling within the Period of Insurance of this Policy bears to the total period of his employment to the nature of which such Disease was due.
- (c) If the occurrence of any Accident or Disease results in indemnity hereunder to more than one Insured, the limitations of the Company's liability specified in paragraphs (a) and (b) hereof shall apply to the aggregate of indemnity to all Insureds.
- (d) At any time after the occurrence of any Accident or Disease giving rise to a claim or claims against the Insured for which indemnity is provided under this Section, the Company may pay to the Insured the full amount of the Company's liability specified in paragraph (a) or (b) hereof (after the deduction of any sums already paid) or any lesser amount for which such claim or claims can be settled and shall relinquish the conduct of any defence settlement or proceedings relating to such claim or claims and shall not thereafter be responsible for any compensation damages or costs in respect thereof or for any costs or expenses whatsoever incurred by the Insured after the Company shall have relinquished such conduct or for any loss damage or expenses caused to the Insured in

consequence of any act or omission of the Company in connection therewith or of the Company relinquishing such conduct.

**(e) Claim Adjustment Clause**

If there should be any shortfall in the actual Earnings declared in accordance with Premium Adjustment Clause under the General Conditions of this Policy from the respective actual Earnings, the extent of the Company's Indemnity shall be reduced proportionately by the extent of under-insurance; and the balance shall be borne by the Insured himself. If no declaration of the actual Earnings by the Insured is received by the Company as prescribed, for the purpose of this clause the Earnings estimated by the Insured as at the commencement of the Period of Insurance shall be used in lieu of the actual Earnings that should have been declared to determine the extent of the under-insurance if any.

**CLAIM CONTROL CLAUSE**

The Company shall be entitled upon notice to the Insured to take over and conduct in the Insured's name the defence or settlement of any claim demand or proceedings against the Insured. In that event:

- (i) without prejudice to Premium Adjustment Clause under the General Conditions of this Policy, the Insured shall provide all such information and assistance including but not limited to a completed Premium Adjustment and Declaration of Earnings Form and forward all such documents and other records to the Company for the conduct of such claim demand or proceedings as the Company in its discretion may from time to time require; and
- (ii) the Insured shall not without the written consent of the Company incur any expenditure in connection with any such claim demand or proceedings or make any payment admission offer or enter into any settlement whatsoever.

It is expressly agreed and acknowledged by the Insured that taking over or settlement of any claim by the Company under this Policy will not prejudice any of the Company's rights under this Section including but not limited to the Company's right to reduce the extent of the Company's Indemnity proportionately by the extent of under-insurance and to seek indemnity against the Insured for the balance under Claim Adjustment Clause.

**TERRORISM CLAUSE / ENDORSEMENT**

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

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

For the purpose of the above an act of terrorism means the use of force or violence or other means or the threat thereof, of any person or persons,

whether acting alone or on behalf of or in connection with any organization or government, for political, religious, or ideological purposes with an intention to influence any government and/or to put the public, or any section of the public, in fear.

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

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

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

\* A copy/extract of the Facility Agreement is available upon request

**Exceptions to Section 4**

**We shall not be liable under this Section in respect of:**

- 1. the Insured's liability to any employee who has not been specified in the Schedule;
- 2. your liability to employees of your contractors,
- 3. any liability which attaches to the Insured by virtue of an agreement but which would not have attached in the absence of such agreement,
- 4. any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party,
- 5. the Insured's liability to any person who is not an employee of the Insured within the meaning of the Ordinance,
- 6. any liability arising from Pneumoconiosis or Mesothelioma or Noise-Induced Deafness,
- 7. any late payment surcharge fines penalties or punitive aggravated or exemplary damages for which You may become liable under the Ordinance or independently of the Ordinance.
- 8. any injury by Accident or Disease where the Company has not been given sufficient notice of the institution of proceedings in a court or tribunal to enable the Company to be added as a party to the proceedings.

**Avoidance of Certain Terms and Right of Recovery**

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

**Conditions to Section 4**

- 1. **Notices**  
Every notice or communication to be given or made under this Section shall be delivered in writing to the Company and in the case of notice or communication to the Insured to his address specified in the Schedule.
- 2. **Precautions**  
The Insured shall take all reasonable precautions to prevent Accidents and Diseases and shall comply with all relevant statutory requirements and obligations including but not limited to the provisions of the Factories and Industrial Undertakings Ordinance (Chapter 59 of the Laws of Hong Kong) and any Regulations Rules or Notices issued made or promulgated thereunder.
- 3. **Changes in Risk**  
Without prejudice to the scope of Cover as defined in this Section and the Schedule, the Insured shall immediately notify the Company in writing of any material change in the risk insured hereunder made by the Insured or any other person during the Period of Insurance including but not limited to:
  - (i) any merger with or acquisition of another company or business;
  - (ii) the Insured or any subsidiary or holding company of the Insured being placed in voluntary liquidation receivership or liquidation or entering

into a composition with its creditors or being unable to pay its debts from its own resources; or  
 (iii) any material change in the nature of the Business or in the number of the Insured's Employees.

**4. Right of Inspection**

The Company shall have the right and opportunity at all reasonable times to inspect the works machinery plant and appliances used in the Business.

**5. Assignment**

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

**6. Claims Payments by the Insured**

Where You pay all or any part of a claim for which You are liable and for which indemnity is provided by this Policy, You shall obtain duly witnessed signed receipts for such payments and shall retain in a safe place all such signed receipts and records and documents relating to such payments and the Insured shall at all reasonable times allow the Company to inspect and obtain copies of such records and documents.

**7. Waiver of Claims**

The Insured shall not become a party to any agreement the effect of which is that the Insured waives any claim which the Insured would otherwise have against any person in respect of or arising out of any occurrence resulting in liability on the part of the Insured for which indemnity is provided by this Policy or whereby any such claim is limited or qualified in any way.

**Section 5 - Public Liability**

**Cover**

In the event of any Occurrence described below We will indemnify You against:

- a) All sums which You become legally liable to pay for compensation and claimants' costs and expenses in respect of any Occurrence in connection with the Business,
- b) All costs and expenses of litigation incurred with our written consent in respect of a claim against You to which the indemnity expressed in this Section applies,
- c) The payment of the solicitor's fee incurred with our written consent for your representation at proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of a statutory duty resulting in an Occurrence which may be the subject of indemnity under this Section, or at any Coroner's Inquest or Fatal Accident Inquiry in respect of any such Occurrence.

<b>Occurrences</b>	<b>Limit of Liability for any one event</b>
a) Accidental death or bodily injury to or illness or disease of any person except that arising out of and in the course of employment by You under a contract of service or apprenticeship	} } HK\$10,000,000 - } [for Occurrences a) } and b) combined]
b) Accidental loss of or damage to property not belonging to You or in your charge or under your control	} }

happening within Hong Kong during the Period of Insurance.

**Limit of Liability**

Our liability for all compensation, inclusive of all legal costs and expenses, payable to any claimant or number of claimants in respect of or arising out of any one Occurrence or all Occurrences of a series consequent on one original cause shall not exceed the sum stated as the Limit of Liability for any one event.

**Extensions to Section 5**

**This Section extends to include the following:**

**1. The Insured**

The Insured shall include:

- a) in the event of your death, your personal representative in respect of liability incurred by You,
- b) if You request:
  - i) any of your directors or partners,
  - ii) any person employed by You under a contract of service or apprenticeship,
  - iii) any person working for You for the purpose of gaining work experience,
 in his respective capacity as such.

**2. The Business**

The Business shall include:

- a) the maintenance of your Premises,
- b) the provision and management of canteen, social, sports and welfare organisations for the benefit of your employees.
- c) internal first aid services.

**3. Damage to Rented Premises**

Exception 4(b) shall not apply in respect of loss of or damage to Premises or fixtures or fittings thereof hired or rented to You. However, We will not pay for:

- a) loss or damage if the liability is assumed by You under a tenancy or other agreement and would not have attached in the absence of such agreement,
- b) the first HK\$500 of each and every claim under this Extension.

**4. Overseas Visits**

This Section shall extend to include your legal liability arising from occasional visits outside Hong Kong by any of your directors, partners or employees in connection with your Business, provided that such liability occurs during the Period of Insurance and such directors, partners or employees shall observe, fulfil and be subject to the terms, Limits, Exceptions, Conditions and the Jurisdiction Clause of this Policy.

**5. Supply of free food and drink**

Exception 10(c) shall not apply to your legal liability for bodily injury or illness directly caused by:

- a) food or drink poisoning, or
- b) the presence of deleterious matter in such food or drink, or
- c) the defective container of such food or drink,

provided always that such food and drink are supplied free of charge as a service to employees or visitors for consumption at your Premises.

Our liability under this Extension shall not exceed HK\$5,000,000 for any one Period of Insurance.

**6. Independent Contractors Clause**

This Section shall extend to cover your legal liability [as defined under Cover a) herein] arising out of performance of renovation, alteration or repair works undertaken by independent contractor(s) or sub-contractor(s) at your Premises described in the Schedule.

Provided that We shall not be liable under this Extension:

- (a) if the contract value of the works mentioned above exceeds HK\$1,000,000 per contract;
- (b) for any claim recoverable from any other Third Party Liability insurance or the Third Party Liability section of any Contractors All Risks insurance (or similar insurance) effected by or on behalf of the Insured, the contractor(s) or sub-contractor(s).

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

**7. Exhibition Fairs or Trade Shows**

This section shall extend to cover your legal liability arising from your participation of the exhibition fairs or trade shows to be held within any premises in Hong Kong SAR for no more than 14 days subject to the maximum limit of HKD1,000,000 any one occurrence and in aggregate.

## Exceptions to Section 5

your own website, Internet site, web address and/or via the transmission of electronic mail or documents by electronic means.

### This Section does not cover liability:

1. in respect of injury, illness, disease, loss or damage which results from your deliberate acts or omissions and which could reasonably have been expected having regard to the nature and circumstances of such acts or omissions,
2. assumed by You by agreement and which would not have attached in the absence of such agreement,
3. in respect of injury to or illness or disease of any person under a contract of service or apprenticeship with You if such liability is in respect of injury, illness or disease arising out of and in the course of the employment of such person by You, or any sums payable by You under legislation relating to occupational injury, illness or disease,
4. in respect of loss of or damage to property:
  - a) belonging to You,
  - b) in your charge or under your control or that of any of your employees or agents,
  - c) caused by or in connection with or arising from the bursting of any pressure part of any steam boiler or any economiser or any vessel or apparatus (other than any steam turbine or engine or other steam-driven machinery) intended to operate under steam pressure, belonging to You or under your control or that of any of your employees or agents,
5. in respect of injury to or illness or disease of any person or loss of or damage to any property, land or building caused by vibration or by the removal or weakening of support,
6. in respect of injury, illness, disease, loss or damage arising from the ownership, possession or use by You or on your behalf of:
  - a) any mechanically propelled vehicle (including any type of machine on wheels or caterpillar tracks) licensed for road use or for which compulsory insurance or security is required by any road traffic legislation, or trailer attached thereto, or the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer within the limits of any carriageway or thoroughfare,
  - b) any vessel, craft or aircraft made or intended to float on or in or travel through water, air or space, or the loading or unloading of such vessel or craft,
7. in respect of injury, illness, disease, loss or damage caused by or in connection with or arising from:
  - a) any lift, elevator, escalator, hoist or crane owned or used by You or for the maintenance of which You are responsible,
  - b) accidents to any vessel or craft in consequence of the condition or unsuitability of any berth, dock or mooring,
8. directly or indirectly occasioned by or through or in consequence of pollution or contamination,
9. in respect of:
  - a) the cost of removing, nulifying or cleaning-up seeping, polluting or contaminating substances
  - b) fines, penalties, punitive or exemplary damages
10. in respect of:
  - a) any breach of professional duty or service whether of omission or commission,
  - b) any advice or act whether of omission or commission given or performed in a professional capacity,
  - c) any medicine, drug, article, commodity or thing supplied,
11. in respect of any claim or loss arising out of any activities and/or business conducted and/or transacted via the Internet, Intranet, Extranet and/or via

## **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 without your consent. 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 agents, contractors or third parties 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 [msig.com.hk](https://msig.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 customer, 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 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.

If you do not provide us with your personal data, we may not be able to provide the Product you need or process your request.

We may use your personal data for:-

- processing and evaluating your insurance application and any variation or renewal of the Product;
- administration of the services and facilities in relation to the Product provided to you;
- conducting identity and/or credit checks;
- invoicing, processing payment instructions and collecting premiums and outstanding amounts from you;
- assessing and processing claims in relation to the Product;
- conducting statistical or actuarial research and/or analysis by us;
- automated decision-making processes, including profiling, for risk assessment and claims management;
- other ancillary purposes which are directly related to the above purposes;
- conducting matching procedures (as defined under the Ordinance);
- complying with applicable laws, regulations or any industry codes or guidelines; and
- detecting, investigating and preventing fraud and/or other illegal activity (whether or not relating to the Product issued in respect of this application).

In connection with any of the above purposes, the personal data that we have collected might be disclosed or transferred to the following persons and/or entities (who may be located within or outside of Hong Kong, or may process or store your personal data outside of Hong Kong):

- third party agents, contractors, service providers and advisors (including but not limited to debt collection agencies, credit reference bureaus or call centers) who provide administrative, communications, computer, data processing and storage, payment, security, information technology, marketing 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);

- loss adjudicators, claims investigators and medical advisors;
- reinsurers and reinsurance brokers;
- your insurance intermediary;
- our legal and professional advisors;
- our related companies as defined in the Companies Ordinance;
- the Hong Kong Federation of Insurers (or any similar insurance industry association or federation);
- the Insurance Complaints Bureau and similar industry bodies; and
- government agencies and authorities as required or permitted by law;
- the police and fraud investigation or prevention organizations;
- databases or registers (and their operators) used by the insurance industry to analyse and check information provided against existing information; and
- in the event that we transfer all or a substantial part of our business to another company, the transferee of that business, who may then use your personal data to continue carrying out that business.

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

MSIG also intends to use your name, your address, your phone number and email address from time to time to provide marketing materials and conduct direct marketing (including but not limited to promotion, marketing and sales) of the Product.

**If you do not wish MSIG to use your personal data for direct marketing as 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 [“Enquiry form – Opt-out from direct marketing activities”](#) on our website at [msig.com.hk](http://msig.com.hk). In your notification, you must supply the same required information as listed below.**

<b>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.</b>	
<b>Full name:</b>	
<b>Contact number:</b>	
<b>HKID number:</b>	<b><i>(for identification purpose)</i></b>
<b>Policy/Certificate/Acknowledgement number <i>(if you have one)</i>:</b>	
<b>Note: This instruction will override all previous instructions relating to direct marketing that have been given to MSIG.</b>	

Under the Ordinance, you have the right to: (a) be informed of the kind of personal data held by us; (b) be informed of the main purposes for which personal data held by us are or are to be used; (c) request access to your personal data held by us; (d) request correction of your personal data held by us; and (e) ascertain our policies and practices in relation to personal data. 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：關於《個人資料（私隱）條例》（「條例」）的客戶通知

三井住友海上火災保險（香港）有限公司（下稱「**MSIG**」、「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

**MSIG** 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。**MSIG** 採取切實可行的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，除非得到您的同意，我們均不會出售您的個人資料給任何人。**MSIG** 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。此外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](https://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「保單產品」）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。

如您未能向我們提供您的個人資料，我們可能無法提供您所需的保單產品或處理您的請求。

我們可能將您的個人資料用於以下用途：

- 處理和評估您的保險申請及任何保單產品的變更或續保；
- 管理與保單產品相關的服務和設施；
- 進行身份和 / 或信用審查；
- 發出賬單、處理付款指示及向您收取保費和未結清款項；
- 評估及處理與保單產品相關的索償；
- 進行統計或精算研究和 / 或分析；
- 風險評估和索償管理的自動化決策過程，包括分析；
- 與上述目的直接相關的其他輔助用途；
- 進行配對程序（如條例中所定義）；
- 遵守適用的法律、法規或任何行業守則或指引；及
- 偵測、調查和防止欺詐及 / 或其他非法活動（無論是否與本申請下所發出的保單產品有關）。

在以上任何目的下，我們收集的個人資料可能會被披露或轉移至以下人士和 / 或實體（他們可能位於香港境內或境外，或可能在香港境外處理或儲存您的個人資料）：

- 向我們提供行政、通訊、電腦、數據處理和儲存、支付、保安、資訊科技、營銷或其他協助我們實現上述目的的服務的第三方代理、承包商、服務供應商及顧問（包括但不限於追討欠款機構、信用調查局或



呼叫中心，以及醫療服務供應商、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；
- 再保險公司及再保險經紀；
- 您的保險中介人；
- 我們的法律及專業顧問；
- 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（或同類的保險行業協會或聯會）；
- 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；
- 警方及防止或調查欺詐的組織；
- 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）；及
- 在我們將全部或大部分業務轉讓給其他公司時，該業務的受讓人可繼續使用您的個人資料來執行該業務。

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。

MSIG 亦擬不時使用您的姓名、地址、電話號碼及電郵地址提供產品的市場推廣及直接促銷（包括但不限於推廣、營銷及銷售）。

如您不欲 MSIG 將您的個人資料用作上述直接促銷用途，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直接促銷活動所必須提供的資料（詳情如下）郵寄至下列地址。您亦可填妥本公司網頁 [msig.com.hk](http://msig.com.hk) 的「[查詢表格 - 拒絕直銷活動](#)」通知我們。在您的通知中，您必須於提供以下列出的相同所需資料。

為讓我們能夠處理您以上提出的拒絕直接促銷活動之請求，請提供以下資料並寄至：香港太古城英皇道 1111 號 9 樓，資料保護主任收。	
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：此拒絕直接促銷活動要求將會取代您先前給予 MSIG 一切關於直接促銷的指示。	

根據條例，您有權：(a) 知悉我們所持有的個人資料種類；(b) 知悉我們所持有的個人資料的主要用途；(c) 查閱我們所持有的您的個人資料；(d) 更正我們所持有的您的個人資料；及 (e) 查詢我們有關個人資料的政策和實務。如您希望行使這些權利，請致函香港太古城英皇道 1111 號 9 樓，我們的資料保護主任收。

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。