



MSIG Insurance (Hong Kong) Limited

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A Member of **MS&AD** INSURANCE GROUP

## MSIG Management Liability Policy

### SECTION 1 - PREAMBLE

In consideration of the premium paid, **We** will provide cover under this **Policy**, subject to all terms, conditions and limitations of this **Policy**. This **Policy** consists of the **Proposal**, this document and any certificates and endorsements affixed hereto. All of these should be read together as if they were one document.

This **Policy** is written on a **Claims** made and notified basis, which means that, subject to the Continuous Cover Extension, it will only respond to **Claims** first made against an **Insured** and notified to **Us** during the **Policy Period**.

All words in **bold** within the **Policy** shall have the meaning given to them in the Definitions Section of the **Policy**, wherever they may appear. The **Insured** should read this **Policy** carefully, in particular, the Exclusions specific to each Coverage Section and the Exclusions applicable to all Coverage Sections to ascertain the precise scope afforded by this **Policy**. The **Insured's** attention is also drawn to the Claims Conditions and Policy Conditions Sections. Non-compliance with these provisions may prevent recovery under this **Policy**.

### SECTION 2 - DIRECTORS & OFFICERS LIABILITY COVERAGE

#### 2.1. Insuring Agreement

##### 1. Insured Persons

**We** shall pay, on behalf of an **Insured Person**, **Loss** resulting from a **Claim** first made against such **Insured Person** during the **Policy Period**, except to the extent the **Insured Person** has been indemnified by the **Company** for such **Loss**.

##### 2. Company Reimbursement

**We** shall pay, on behalf of the **Company**, **Loss** resulting from a **Claim** first made against an **Insured Person** during the **Policy Period**, for which the **Company** has indemnified or agreed to indemnify such **Insured Person**.

#### 2.2. Extensions

Subject to all terms, conditions, exclusions and limitations applicable to this Coverage Section, cover is extended as set out below. Unless expressly stated otherwise, each of the following extensions shall be subject to the **Limit of Liability** and **Excess** as stated in the Schedule.

##### 1. Bail Bond Costs

**We** shall pay **Bail Bond Costs** incurred by or on behalf of an **Insured Person** in connection with a covered **Claim**.

##### 2. Estates, Heirs and Legal Representatives and Spouses

In the event of an **Insured Person's** death, incapacity, insolvency or bankruptcy, **We** shall pay, on behalf of:

- a) their lawful heirs, estate, legal representatives or assigns; or
  - b) a legal or de facto spouse,
- any **Loss** arising purely by reason of that lawful status, provided that:
- a) such **Loss** results from a covered **Claim** or **Investigation**; and
  - b) **We** shall only be liable to cover **Loss** arising directly from an actual or alleged **Wrongful Act** of the **Insured Person**.

##### 3. Extradition Costs

**We** shall pay Extradition Costs incurred by or on behalf of an **Insured Person**.

##### 4. Investigation Costs

**We** shall pay **Investigation Costs** incurred by or on behalf of an **Insured Person** resulting from an **Investigation** first commenced during the **Policy Period**.

5. Non-Executive Directors Additional limit  
**We** shall pay, on behalf of a **Non-Executive Director**, any **Loss** covered under the Insuring Agreement for **Insured Persons** up to the amount of the Additional Excess Limit stated in the Schedule, provided that:
  - a) the **Limit of Liability** under this **Policy** and all limit(s) of liability available under any applicable policy(ies) of insurance written in excess of this **Policy** have been exhausted;
  - b) any other policy(ies) of insurance, including any other management liability insurance which cover any part of the **Loss** have been exhausted; and
  - c) no other indemnification is available to such **Non-Executive Director** from any other source.
6. Occupational Health & Safety  
Notwithstanding the Bodily Injury and/or Property Damage Exclusion, **We** shall pay **Defence Costs** and/or **Investigation Costs** incurred by or on behalf of an **Insured Person** resulting from any covered **Claim** or **Investigation** arising out of an alleged breach of any occupational or work health and safety laws or regulations, including any law relating to workplace death or corporate manslaughter.
7. Outside Entity Directorships  
**We** shall pay, on behalf of an **Insured Person**, **Loss** resulting from any covered **Claim** or **Investigation** arising out of any actual or alleged **Wrongful Act** occurring whilst such **Insured Person** was acting in their capacity as an **Outside Entity Director**.  
Cover under this Extension shall be specifically excess of:
  - a) any indemnification provided by and/or available from the **Outside Entity**; and
  - b) any other policy(ies) of insurance maintained by the **Outside Entity**, including but not limited to any

directors and officers' or management liability insurance.

The cover provided by this Extension shall not apply in respect of or in connection with any **Claim**:

- a) brought by or on behalf of or for the benefit of, any person who owns or controls directly or indirectly more than or equal to 20% of the voting share capital of the **Outside Entity** at the time of the **Wrongful Act**; and
  - b) directly or indirectly caused by, arising out of, based upon or attributable to the insolvency, liquidation or bankruptcy of the **Outside Entity** or its actual alleged inability to meet any or all of its debts as and when they fall due.
8. Pollution Costs  
Notwithstanding the Bodily Injury and/or Property Damage Exclusion, and the Pollution Exclusion, **We** shall pay, subject to the applicable sub-limit of liability noted in the Schedule, the **Defence Costs** and/or **Investigation Costs** incurred by or on behalf of an **Insured Person** in connection with any covered **Claim** or **Investigation** arising out of, based upon or attributable to a **Pollution Event**.
  9. Public Relations Expenses  
**We** shall pay, subject to the applicable sub-limit of liability noted in the Schedule, **Public Relations Expenses** incurred by or on behalf of an **Insured Person** in connection with a covered **Claim** or **Investigation** or **Crisis Event**.
  10. Reinstatement of Limit of Liability for Insured Persons  
Should the **Limit of Liability** be reduced wholly or partly as a result of payment by **Us** of **Loss** under the **Policy**, **We** agree that the **Limit of Liability** shall be reinstated by the amount it has been reduced, insofar as:
    - a) **Our** total amount payable with respect to any **Claim** or **Investigation** shall not exceed the **Limit of Liability**;
    - b) **Our** total amount payable under the **Policy** shall not exceed twice the **Limit of Liability**;

- c) all limit(s) of liability available under any policy(ies) of insurance written in excess of this **Policy** have been first exhausted; and
- d) this provision shall only be made available to an **Insured Person** who is/was a **Director** of the **Company** at the time of the actual or alleged **Wrongful Act**.

#### 11. Retired Insured Persons Run-Off Cover Provided that

- a) a **Transaction** has not taken place;
- b) this **Policy** has not been renewed or replaced with similar cover; and
- c) no **Discovery Period** is otherwise in existence,

**We** shall provide, at no additional premium, all **Retired Insured Persons** with an 84-month **Discovery** period, commencing at 00:00 local time on the date on which they retire from office with the **Company**, in which to notify any **Claim** made or **Investigation** commenced against them, but only insofar as such **Claim** or **Investigation** arises out of any actual or alleged **Wrongful Act** occurring prior to the date on which the **Retired Insured Person** retired.

### **SECTION 3 - CORPORATE LIABILITY COVERAGE**

#### 3.1. Insuring Agreement - Corporate Liability

**We** shall pay to or on behalf of the **Company**, **Loss** resulting from a **Claim** first made against the **Company** during the **Policy Period**.

#### 3.2. Extensions

Subject to all terms, conditions, exclusions and limitations applicable to this Coverage Section, cover is extended as set out below. Unless expressly stated otherwise, the following extensions shall be subject to the **Limit of Liability** and **Excess** as stated in the Schedule.

##### 1. Crisis Costs

**We** shall pay, subject to the applicable sub-limit of liability noted in the Schedule, **Crisis Costs** incurred by the **Company** by reason of a **Crisis Event**.

##### 2. Occupational Health & Safety

Notwithstanding the Bodily Injury and/or Property Damage Exclusion, **We** shall pay **Defence Costs** and/or **Investigation Costs** incurred by or on behalf of the **Company** resulting from any covered **Claim** or **Investigation** arising out of an alleged breach of any occupational or work health and safety laws or regulations, including any law relating to workplace death or corporate manslaughter.

#### 3. Pollution Costs

Notwithstanding the Bodily Injury and/or Property Damage Exclusion and the Pollution Exclusion, **We** shall pay, subject to the applicable sub-limit of liability noted in the Schedule, **Defence Costs** and/or **Investigation Costs** incurred by or on behalf of the **Company** in connection with any covered **Claim** or **Investigation** arising out of, based upon or attributable to a **Pollution Event**.

#### 3.3. Exclusions

**We** shall not be liable under the Corporate Liability Coverage Section of this **Policy** to pay any **Loss**:

##### 1. Anti-Competitive Practices

Directly or indirectly caused by, arising out of, based upon or attributable to any actual or alleged violation of any statutory, regulatory or common law, with respect to the following practices: anti-trust, business competition, unfair trade practices, price fixing, or tortious interference in any other party's business or contractual relationships.

##### 2. Contractual Liabilities

Directly or indirectly caused by, arising out of, based upon or attributable to:

- a) any liability(ies) which the **Insured** has assumed under a contract, unless such liability would attach in the absence of any contract;
- b) the insolvency, receivership, administration, bankruptcy or liquidation of the **Insured**;
- c) any trading debt incurred by the **Insured**;
- d) any guarantee given by the **Insured** for a debt;

- e) any liability assumed by or on behalf of any **Insured** under any express guarantee or express warranty, unless such liability would have attached to the **Insured** in the absence of such a guarantee or warranty.
- 3. Employment Practices Liability Cover  
Directly or indirectly caused by, arising out of, based upon or attributable to any **Employment Practices Breach**.
- 4. Industrial Instrument  
Directly or indirectly caused by, arising out of, based upon or attributable to:
  - a) any actual or alleged breach of any obligation under any law or regulation which provides for any **Industrial Instrument** or paid or unpaid leave; or
  - b) any **Industrial Instrument**, law or regulation in respect of retirement benefits, social security benefits, disability benefits, unemployment benefits, unemployment insurance, occupational or workplace health and safety, workers' compensation or any similar law, regulation or **Industrial Instrument**.
- 5. Intellectual Property Rights  
Directly or indirectly caused by, arising out of, based upon or attributable to any actual or alleged breach of any intellectual property rights, including but not limited to any: actual or alleged plagiarism, patent, copyright infringement/violations, misappropriation, trademark or trade secret.
- 6. Privacy Liability  
Directly or indirectly caused by, arising out of, based upon or attributable to any actual or alleged breach of a person's privacy.
- 7. Product Liability  
Directly or indirectly caused by, arising out of, based upon or attributable to any failure or effects of any product or products.

#### **SECTION 4 - EMPLOYMENT LIABILITY COVERAGE**

- 4.1. Insuring Agreement – Employment Liability  
**We** shall pay to or on behalf of any **Insured**, **Loss** resulting from a **Claim** first made against an **Insured** during the **Policy Period** in respect of any **Employment Practices Breach**.

Provided that, under this Insuring Agreement, **We** shall not be liable to pay any **Loss** caused by, arising out of, based upon or attributable to any **Claim** instituted or pursued:

- 1. in the United States of America or Canada, or their territories or possessions, including but not limited to the enforcement of a judgment or finding of a court or tribunal of another jurisdiction or otherwise; or
- 2. in which it is contended that the laws of the United States of America or Canada, or their territories or possessions should or do apply.

#### **SECTION 5 - TRUSTEE LIABILITY COVERAGE**

- 5.1. Insuring Agreement – Trustee Liability  
**We** shall pay to or on behalf of any **Insured**, **Loss** resulting from any **Claim** first made against an **Insured** during the **Policy Period** in respect of a **Trustee Breach**.

- 5.2. Extensions  
Subject to all terms, conditions, exclusions and limitations applicable to this Coverage Section, cover is extended as set out below. Unless expressly stated otherwise, each of the following extensions shall be subject to the **Limit of Liability** and **Excess** as stated in the Schedule.

- 5.3. Pension Fund Schemes  
With respect to this Trustee Liability Coverage Section only, the definition of **Insured Person** shall include any fiduciary capacity held by any **Insured Person** acting for or on behalf of the **Company** in the operation, administration or sponsorship of any pensions fund, profit sharing or employee benefits programme whose activities are not controlled by a **Pensions Fund Trustee**. This Extension shall not apply to provide cover for any **Pensions Fund Trustee Liability**.

#### **SECTION 6 - CRIME COVERAGE**

## Insuring Agreement

### 6.1. Employee Fraud or Dishonesty

**We** shall pay the **Company** for **Direct Financial Loss** resulting from any **Dishonest Act** first **Discovered** during the **Policy Period**.

### 6.2. Extensions

Subject to all terms, conditions, exclusions and limitations applicable to this Coverage Section, cover is extended as set out below. Unless expressly stated otherwise, the following extensions shall be subject to the **Limit of Liability** and **Excess** as stated in the Schedule.

#### 1. Damage to Safes

**We** shall pay the **Company** for **Direct Financial Loss** resulting from the physical loss or damage to, or actual destruction or disappearance of, any safes or vaults. If such loss or damage is caused by fire(s), storm(s) or natural disaster(s) then the maximum amount payable under this Extension shall be subject to the applicable sub-limit of liability noted in the Schedule.

#### 2. Fraud Investigation

**We** shall pay, subject to the applicable sub-limit of liability noted in the Schedule, the reasonable and necessary fees, costs and expenses incurred by the **Company**, with **Our** prior written consent, in retaining a fraud investigator to investigate, prove and report on a covered or potentially covered **Direct Financial Loss**. The fraud investigator must not have any conflict of interest concerning their retainer.

#### 3. Legal Fees

**We** shall pay, subject to the applicable sub-limit of liability noted in the Schedule, the reasonable and necessary legal fees, costs and expenses incurred by the **Company**, with **Our** prior written consent, in the defence of any **Claim** arising directly from a covered or potentially covered **Direct Financial Loss**.

### 6.3. Exclusions

**We** shall not be liable under this Crime Coverage Section of this **Policy** for:

#### 1. Direct Financial Loss Events

Any **Direct Financial Loss**:

- a) directly or indirectly caused by, arising out of, based upon or attributable to

any **Dishonest Acts** committed wholly or partly outside of Hong Kong SAR;

- b) first **Discovered** prior to the commencement, or after the expiry, of the **Policy Period**;
- c) directly or indirectly caused by, arising out of, based upon or attributable to any **Employee** which arises after the time any **Director** or **Officer** (who is not in collusion with any **Employee**) had actual knowledge that the **Employee** had committed, or attempted to commit, any fraudulent or dishonest act (even if it does not constitute a **Dishonest Act** as defined);
- d) directly or indirectly caused by, arising out of, based upon or attributable to any dishonest or fraudulent activities involving the complicity of any **Director** or **Officer** of the **Company**, or of any person who owns or controls directly or indirectly 5% or more of the voting share capital of the **Company** or any **Associated Company**;
- e) where proof depends solely on a comparison of inventory records (with an actual physical count) or a profit and loss computation;
- f) directly or indirectly caused by, arising out of, based upon or attributable to confidential information, including but not limited to: proprietary information, intellectual property, trade secrets, or confidential processing methods;
- g) directly or indirectly caused by, arising out of, based upon or attributable to any bank transfers not dually authorised, employees who are responsible for cheque orders and who also have cheque signing authority, or the issuing of cheques exceeding \$25,000 that are not countersigned;
- h) directly or indirectly caused by, arising out of, based upon or attributable to the voluntary giving of **Money**, **Securities** or tangible property unless directly caused by any **Dishonest Act**;
- i) directly or indirectly caused by, arising out of, based upon or attributable to the complete or partial non-payment

- or default of any **Credit Arrangement**; or
- j) directly or indirectly caused by, arising out of, based upon or attributable to any trading, whether or not genuine and regardless of whether it is in the name of the **Company** or not.
2. Fire
 

Any **Direct Financial Loss** or damage caused by fire, other than loss of or damage to **Money**, negotiable instruments, safes or vaults covered under the Damage to Safes Extension.

    - a) Forcible and Violent Theft
 

Notwithstanding the Damage to Safes Extension, any **Direct Financial Loss** occurring following forcible or violent entry to any **Insured's** premises by any third party, where such third party is acting alone (and not in collusion with any **Employee**).
    - b) Premises Damages
 

Any damage or destruction to any premises or building.
  3. Specific Indirect or Consequential Loss Events
 

Any loss of any nature indirectly or consequentially incurred by the **Company**, including but not limited to:

    - a) any third party liabilities;
    - b) any contractual penalties incurred by the **Company**;
    - c) any loss of income not realised by the **Company** or another person or organisation;
    - d) any costs incurred to correct, improve or rectify **Company** software programs by re-writing or amending the same;
    - e) the **Insured's** costs, fees or expenses in prosecuting or defending any **Claim** or **Investigation**; or
    - f) the **Insured's** costs, fees or expenses in establishing a right under this **Policy** (unless provided for as a Claims Condition).

## **SECTION 7 - GENERAL EXTENSIONS AND EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THIS POLICY**

- 7.1. General
 

The provisions of this Section apply to all Sections of this **Policy**, unless endorsed otherwise.

Words and expressions defined for the purpose of this **Policy** are in bold.

The headings used in this **Policy** are for ease of reference only and shall not affect the construction of or be taken into consideration when interpreting this **Policy**.
- 7.2. **Extensions Applicable to All Coverage Sections except the Crime Coverage Section**
  1. Advanced Payment of Costs
 

**We** shall advance **Defence Costs** and/or **Investigation Costs** incurred by an **Insured** in respect of any **Claim** or **Investigation** covered under this **Policy**, prior to final disposition of such **Claim** or **Investigation**, within 30 days of receipt of sufficiently detailed invoice(s).

In the event that it is subsequently determined that the **Insured** is not entitled to payment of any **Defence Costs** and/or **Investigation Costs** advanced under this **Policy**, these must be repaid to **Us** by the **Insured**.
  2. Continuous Cover
 

Notwithstanding the Prior Known Facts Exclusion, **We** shall pay any **Loss** of an **Insured** resulting from any **Claim** first made or **Investigation** first commenced during the **Policy Period**, where the **Insured**:

    - a) prior to the commencement of the **Policy Period** and after the **Retroactive Date**, became aware for the first time that a **Claim** or **Investigation** might or could arise based on facts and circumstances known to it; and
    - b) failed to notify such facts or circumstances under any similar policy in force at the time.

Provided always that:

    - a) there has not been any fraudulent non-disclosure or fraudulent misrepresentation by the **Insured** in relation to the facts or circumstances;
    - b) the **Insured** has maintained without interruption a policy of management

liability insurance with **Us** since the date on which the facts or circumstances could have been notified;

- c) if the facts or circumstances had been notified to **Us** under the policy in force at the time, the **Insured** would have been entitled to indemnity thereunder;
- d) but for the Prior Known Facts Exclusion, the **Insured** would be entitled to indemnity under this **Policy**;

**We** may exercise **Our** discretion in applying either the terms and conditions applicable to the policy in force at the time, or the terms and conditions of this **Policy**, including the applicable limit of liability and excess.

### 3. Discovery Period

If this **Policy** expires and is not renewed by the **Insurer** for reasons other than non-payment of premium, the **Insured** shall be entitled, within the **Discovery Period**, to give written notice to **Us** of any **Claim** first made or **Investigation** first commenced during the **Discovery Period** which arises out of any actual or alleged **Wrongful Act** occurring during the **Policy Period**.

The **Discovery Period** shall consist of:

- a) 90 days automatically and for no additional premium; or
- b) 12 months for the premium specified in the Schedule if the **Company** requests the period in writing within 30 days of the expiry of the **Policy Period**. Any such premium will be payable within 30 days of receipt by **Us** of this written request; or
- c) 84 months if a **Transaction** takes place and if the **Company** requests this period in writing within 30 days of expiry of the **Policy Period**. Any terms and conditions or premium will be decided by **Us** in this event.

This **Discovery Period** does not apply in instances where the **Policy** is cancelled, avoided, or renewed/replaced with any other like management liability and/or directors and officers' insurance policy.

### 4. Emergency Costs

If **Our** written consent cannot reasonably be obtained before **Defence Costs** or **Investigation Costs** are incurred by an **Insured**, then **We** shall allow retrospective approval for such costs provided that **Our** written consent is obtained within 30 days of the date on which the first of such **Defence Costs** or **Investigation Costs** were incurred.

**Our** liability under this Extension shall not exceed 20% of the **Limit of Liability** under this **Policy**.

## 7.3. General Extensions Applicable to All Coverage Sections

### 1. Former Subsidiary Cover

**We** shall extend the indemnity available under this **Policy** to any **Subsidiary** which ceases to be a **Subsidiary** either before or during the **Policy Period**, but only in relation to **Loss** arising from a **Wrongful Act** occurring whilst the entity was a **Subsidiary**.

### 2. New Subsidiary Cover

If during the **Policy Period** the **Company** creates or acquires any entity either directly or indirectly through one or more other entities, the term **Subsidiary** shall be automatically extended to include that entity, as long as that entity:

- a) is incorporated or domiciled outside of the United States of America or Canada or their territories or possessions;
- b) has total gross assets outside of the United States of America or Canada or their territories or possessions totalling less than 25% of the gross consolidated assets of the **Company** based on the **Company's** last audited financial statements;
- c) has total gross assets within the United States of America or Canada or their territories or possessions totalling less than 10% of the gross consolidated assets of the **Company** based on the **Company's** last audited financial statements; and
- d) does not undertake activities which attract one or more of the provisions of the Securities Act of 1933 (USA), the

Securities Exchange Act of 1934 (USA), any rules or regulations of the Securities and Exchange Commission (USA), or any federal, country, state, or territory rules or regulations or local or provisional statute in the United States of America or any of its territories or possessions relating to securities, or the equivalent in Canada or any of its territories or possessions.

At **Our** discretion, **We** may agree to provide coverage where the **Subsidiary** fails to meet any one of the above conditions if the **Company** has notified and provided **Us** with all requested information and any terms imposed by **Us** are agreed by the **Company**.

Coverage under this **Policy** shall apply only in respect of any actual or alleged **Wrongful Act** occurring after the date on which the entity was created or acquired.

#### 7.4. **General Exclusions Applicable to all Insuring Clauses**

The following Exclusions are applicable to all Insuring Clauses.

**We** shall not be liable under this **Policy** to pay any **Loss**:

1. Bodily Injury and/or Property Damage  
For:
  - a) subject to the Occupational Health & Safety Extension, any **Bodily Injury**, except for emotional distress or mental anguish resulting from an **Employment Practices Breach**; or
  - b) any damage, destruction or loss of any property (including loss of use thereof and any consequential loss resulting therefrom).
2. Conduct  
Directly or indirectly caused by, arising out of, based upon or attributable to the **Insured**:
  - a) committing any deliberately dishonest or deliberately fraudulent act or omission (including reckless or malicious acts and omissions);

- b) committing any wilful violation or wilful breach of any law, statute or regulation;
- c) gaining profit or advantage to which the **Insured** was not legally entitled; or
- d) improperly benefitting from any **Securities** transaction as a result of information that is/was not available to other sellers or purchasers of such **Securities**,

but only in the event that any of the above is established by final non-appealable adjudication by a judicial or arbitral tribunal or any formal written admission by the **Insured**.

For the purposes of determining the applicability of this Exclusion, the conduct of any **Insured Person** shall not be imputed to any other **Insured Person**.

3. Insolvency  
Directly or indirectly caused by, arising out of based upon or attributable to the insolvency, liquidation, bankruptcy, winding-up, receivership or administration of the **Company** or its actual or alleged inability to meet any or all of its debts as and when they fall due.
4. Investment Performance  
Directly or indirectly caused by, arising out of, based upon or attributable to:
  - a) any alleged or actual dealings seeking to affect the price of or market in any shares and/or debentures of any company, commodity, negotiable instrument or currency (unless conducted in accordance with the appropriate laws, rules and regulations); or
  - b) the **Insured's** financial or investment advice, including advice or recommendations on any investment's tax implications or performance including any market fluctuation which is outside of the **Insured's** control.
5. Major Shareholder  
Directly or indirectly caused by, arising out of, based upon or attributable to any **Claim** brought by, or on behalf or for the benefit

of, any person who owns or controls directly or indirectly more than or equal to 20% of the voting share capital of the **Company** or any **Associated Company**.

6. Pension Fund Liabilities

Directly or indirectly caused by, arising out of, based upon or attributable to any **Claim** made in respect of **Benefits** or in connection with the **Company's** failure to meet any **Fund's** contributions as required by law or any **Fund** trust deed.

7. Pollution

Subject to the Pollution Costs Extension, directly or indirectly caused by, arising out of, based upon or attributable to a **Pollution Event**.

8. Prior Known Facts

Directly or indirectly caused by, arising out of, based upon or attributable to:

- a) any actual or alleged facts or circumstances which could have been or which can be notified to any other insurance policy attaching prior to the inception of this **Policy**;
- b) any actual or alleged facts or circumstances that the **Insured Person** knew, or ought reasonably to have known, prior to the inception of this **Policy** might or could give rise to a **Claim** or **Investigation**;
- c) any pending or prior civil, criminal, administrative or regulatory proceeding or investigation as of the **Continuity Date**, or any **Claim** or **Investigation** which alleges or is derived from the same or essentially the same facts as alleged in such pending or prior actions;
- d) any fact or matter referred to in the **Proposal** or notified under any previous policy of which this **Policy** is a renewal or a replacement;
- e) any contingent liability noted in the **Company's** financial statements.

9. Professional Services

Directly or indirectly caused by, arising out of, based upon or attributable to an **Insured's** performance or attempted performance of professional services for

any third party, or any act, error or omission relating thereto, provided that this Exclusion does not apply to **Loss** arising solely and directly from an allegation of a failure to supervise any **Employee**.

10. Prospectus Liability

Directly or indirectly caused by, based upon or attributable to:

- a) any **Disclosure Document** containing an offer for the issue, purchase, sale or transfer of **Securities**; or
- b) any written or verbal representations related to a **Disclosure Document** or offer referred to at (a).

This Exclusion shall not apply to the private placement of **Securities** for which a **Disclosure Document** is not required in the local jurisdiction for the purposes of raising or restructuring the capital of any **Company**.

11. USA/Canada Insured v Insured

Directly or indirectly caused by, arising out of, based upon or attributable to any **Claim** brought within the United States of America or Canada or their territories or possessions or under any laws thereof by any **Insured**, provided that this Exclusion does not apply to:

- a) **Defence Costs**;
- b) any **Claim** brought or maintained by an **Insured Person** for contribution or indemnity if the **Claim** directly results from another **Claim** otherwise covered under this **Policy**;
- c) any **Claim** made by an **Insured Person** against an **Insured Person** for an alleged **Employment Practices Breach**;
- d) any **Claim** that is in the form of a cross claim, third-party claim or otherwise for contribution or indemnity which is part of and results directly from a **Claim** which is not otherwise excluded under this **Policy**;
- e) any **Claim** brought or maintained by a liquidator, administrative receiver, receiver or similar external administrator of the **Insured**;

- f) any **Claim** brought or maintained by any **Retired Insured Person**; or
- g) any **Claim** against an **Insured** which is a derivative action brought in the name of the **Company** by someone who is not an **Insured Person**.

#### 12. War and Terrorism Exclusion

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, 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
2. 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
3. any action taken in controlling, preventing, suppressing or in any way relating to (1) or (2) above.

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

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

This **Policy** excludes loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

- (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.

#### 14. Asbestos

This **Policy** excludes 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.

#### 15. Cyber Exclusion

1. Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto this **Policy** excludes any CYBER LOSS regardless of any other cause or event

contributing concurrently or in any other sequence thereto.

2. Any 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 shall not be recoverable hereunder, nor be considered as physical loss or damage for the purposes of this exclusion or any other part of this **Policy**.
3. If **We** allege that by reason of this exclusion any CYBER LOSS sustained by the **Insured** is not covered by this **Policy**, the burden of proving the contrary shall fall to the **Insured**.

#### 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:
  - a. 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

- b. 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 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.

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.

#### 16. Covid-19 / Pandemic Exclusion

Notwithstanding any provision to the contrary, this **Policy** excludes any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following including any fear or threat thereof, whether actual or perceived:

1. Coronavirus (COVID-19) including any mutation or variation thereof; or
2. Pandemic or epidemic, as declared as such by the World Health Organization or any governmental authority.

### **SECTION 8 - CLAIMS CONDITIONS**

#### 8.1. Notification

It is a condition precedent to **Our** liability under this **Policy** that the **Insured** give **Us** written notice of every **Claim**, **Investigation** or circumstance as soon as is reasonably practicable after the **Insured** first becomes aware of such **Claim**, **Investigation** or circumstance and in any event prior to expiry of the **Policy Period**.

The written notice should include any relevant information of which the **Insured** is aware, including but not limited to:

1. the identity of any actual or potential claimants;
2. the factual matrix, including details of any actual or alleged **Wrongful Act**;
3. the date and manner in which the **Insured** first became aware of the **Claim** or **Investigation**; and
4. the likely quantum of any **Loss**.

The **Claim**, **Investigation** or circumstance notified to **Us** should be delivered to the below address and will be considered effectively notified upon first receipt:

Claims Manager  
MSIG Insurance (Hong Kong) Limited,  
9/F, 1111 King's Road,  
Taikoo Shing, Hong Kong

Any **Claim** or **Investigation** arising from a circumstance notified to **Us** shall be deemed to have been first made during the **Policy Period** in which the notice of such circumstance was first received by **Us**.

#### 8.2. Assistance with Claims

The **Insured** shall give all such assistance as **We** may reasonably require and in particular:

1. provide **Us** with all supporting information **We** may reasonably require;
2. act so far as reasonably practicable to minimise any **Loss**;
3. abstain from doing anything that may potentially prejudice **Our** position or **Our** potential rights of recovery;
4. not settle any **Claim**, or make admissions of liability, without **Our** prior written consent.

**We** shall not be liable to indemnify the **Insured** in respect of any admission made or settlement reached or obligation assumed unless **Our** prior written consent to the same was first obtained.

#### 8.3. Legal Representation and Settlement

Under this **Policy**, it is the **Insured's** duty to defend and appoint legal representation for **Claims** and **Investigations**. Nevertheless, **We** reserve **Our** rights to associate with the

**Insured** in the defence and running of the same.

Where any **Claim** or **Investigation** involves more than one **Insured Person**, and **We** are reasonably satisfied of the potential for conflict, **We** agree to the appointment of separate legal representatives for each party.

#### 8.4. Allocation

**We** will only be liable for **Loss** under this **Policy** to the extent the same arises from a covered **Claim** or **Investigation**. If a **Claim** or **Investigation** involves both covered and uncovered matters or persons, then both **We** and the **Insured** shall use commercially reasonable efforts to determine a fair and equitable allocation of **Loss**, based on established judicial allocation principles which take into account the legal and financial exposures, and the relative benefits obtained by the relevant parties.

If neither **We** nor the **Insured** can agree on allocation in accordance with this Claims Condition then the issue will be referred for determination by a suitably qualified senior counsel, whose decision shall be final and binding on all parties. The senior counsel will be mutually agreed upon or, in default of agreement, will be nominated by the acting President of the Bar Association of the jurisdiction in which this **Policy** was underwritten. The senior counsel is to determine the fair and equitable allocation as an expert based on the relative legal and financial exposures attributable to covered and uncovered matters and/or parties. The **Insured** and/or **Us** shall be entitled to make written submissions to the senior counsel. The senior counsel is to take account of the parties' submissions but is not to be fettered by such submissions and is to determine the fair and equitable allocation in accordance with their own judgment and opinion. The senior counsel's expenses in providing such determination will be paid by **Us** and any such payments will not erode the **Limit of Liability**.

Pending senior counsel's determination, **We** will meet the **Loss** on an interim basis at the percentage at which **We**, in our discretion, contend it should be fairly and equitably

allocated. After the allocation has been determined or agreed, such allocation will be applied retrospectively.

#### 8.5. Order of Payments

**Loss** payable under this **Policy** will normally be considered and paid in the order it is presented to **Us** for payment unless **Loss** in the aggregate exceeds the remaining **Limit of Liability**. In this instance, payment will be made in the following order:

1. **Loss** for which the **Insured Person** is not indemnified by the **Company**;
2. **Loss** for which coverage is provided elsewhere under the **Policy** (up to the remaining amount of any **Limit of Liability**).

#### 8.6. Notification of Direct Financial Loss

As a condition precedent to **Our** obligations under this **Policy**, the **Insured** shall provide **Us** with written notice of any **Direct Financial Loss** within the **Policy Period**, and in any event no later than 60 days after such **Direct Financial Loss** was first **Discovered**.

The **Insured** shall participate with **Us** in all matters pertaining to the **Direct Financial Loss**, providing **Us** with and bearing the associated costs of providing:

1. any affirmative proof of the **Direct Financial Loss** within 6 months of the same being **Discovered**; and
2. all requested information and documents pertaining to the **Direct Financial Loss**.

#### 8.7. Aggregation

For the purposes of all Coverage Sections of this **Policy** except the Crime Coverage Section, all **Claims** and **Investigations** caused by, arising out of, based upon, attributable to or in respect of a single act, error or omission, or series of acts, errors or omissions, consequent upon or attributable to one source or original cause shall be considered a single **Claim** and shall attract one **Excess**.

For the purposes of the Crime Coverage Section, all **Direct Financial Loss** caused by, arising out of, based upon, attributable to multiple related **Dishonest Acts**, or multiple **Dishonest Acts** which are part of a series of conduct not entirely unconnected and

different, shall constitute a single **Loss** and shall attract one **Excess**.

#### 8.8. Subrogation

In the event **We** make any payment for **Loss** under this **Policy**, **We** shall be entitled to assume any of the **Insured's** rights to the extent of such payment. The **Insured** will, at their own cost, provide all reasonable assistance to **Us** in exercising **Our** subrogation rights and will do nothing to prejudice such rights. This may include providing and signing statements and other documents and the giving of evidence.

Where a successful recovery is made, proceeds will be applied in the following order:

1. to satisfy costs incurred in effecting this recovery;
2. to the **Insured** for the **Loss** incurred in excess of the **Policy** Limit and any other valid excess insurance policy;
3. to **Us** for any amounts paid under the **Policy** (and similarly for other excess insurers); and
4. to the **Insured** for payment of the **Excess**.

### **SECTION 9 - POLICY CONDITIONS**

#### 9.1. Limit of Liability

The aggregate **Limit of Liability** stated in the Schedule applies to all sections of this **Policy**. **We** shall have no liability in excess of the **Limit of Liability** regardless of the number of **Insureds**, or the number of **Claims** made or **Investigations** commenced during the **Policy Period** or **Discovery Period**, or the number of **Dishonest Acts** first **Discovered** during the **Policy Period**, except where cover is expressly stated as being in addition to the **Limit of Liability**. Any sub-limit is part of and not in addition to the **Limit of Liability**.

Any sub-limit specified in this **Policy** shall be **Our** maximum aggregate liability under each sub-limit, regardless of the number of **Insureds**, or the number of **Claims** made or **Investigations** commenced during the **Policy Period** or **Discovery Period**, or the number of **Dishonest Acts** first **Discovered** during the **Policy Period**. Unless expressly stated otherwise, any sub-limit shall be part of and not

in addition to the **Limit of Liability** specified in the Schedule.

#### 9.2. Excess

1. **Our** liability under this **Policy** will only apply to **Loss** which exceeds the applicable **Excess**.
2. Unless otherwise specified, the **Excess** shall be borne by the **Insured** and **We** shall have no obligation to pay any amount within such **Excess**.
3. If more than one **Excess** is applicable to a **Claim** or **Investigation** arising out of a single act, error or omission or series of acts, errors or omissions consequent upon or attributable to one source or original cause, so as to be considered a single **Claim**, only one **Excess** shall apply, being the higher amount.
4. If more than one **Excess** is applicable to a **Direct Financial Loss** caused by, arising out of, based upon, or attributable to multiple related **Dishonest Acts**, or **Dishonest Acts** which are part of a series of conduct not entirely unconnected and different, so as to be considered a single **Direct Financial Loss**, only one **Excess** shall apply.
5. Unless otherwise specified, any **Excess** payable is inclusive of **Loss**.
6. Unless otherwise specified, costs and expenses incurred by **Us** in determining coverage under the **Policy** will not erode the **Limit of Liability** or the **Excess** and will be met by **Us**.

#### 9.3. Preservation of Right to Indemnity

Where the **Company** is legally permitted or required to indemnify an **Insured Person** in relation to a **Claim** or **Investigation** but is unwilling to do so, **We** will pay any **Loss** on behalf of the **Insured Person** which falls within the applicable **Excess** and the applicable **Excess** will be due and payable by the **Company** to **Us**.

#### 9.4. Severability, Non-Imputation and Non-Avoidance

Except as provided under the Crime Coverage Section of this **Policy**, which includes reference to the definition of **Discovered**:

**We** agree not to rescind or avoid this **Policy** in whole or part on the grounds of innocent or negligent non-disclosure, or innocent or negligent misrepresentation.

For the purpose of determining the cover available under this **Policy**:

1. the **Proposal** shall be construed as a separate proposal by each **Insured Person** and with respect to statements and particulars in the **Proposal**, no statements made or information possessed by any **Insured** shall be imputed to any **Insured Person** to determine whether cover is available for such **Insured Person**; and
2. the **Company** will only be deemed to have imputed knowledge of any particular fact, matter or conduct of which any past or present chairman of the board, chief executive officer, chief operating officer or chief financial officer of the **Company** had knowledge.

#### 9.5. Territory

Unless otherwise stated, cover shall apply to any **Claim** made, **Investigation** commenced, and **Wrongful Act** or **Dishonest Act** committed worldwide.

#### 9.6. Retroactive Date

This **Policy** will not cover **Loss** arising out of any **Wrongful Act** of any **Insured** that occurred, or is alleged to have occurred, prior to the **Retroactive Date**.

#### 9.7. Other Insurance

This **Policy** shall always apply excess over any other valid and collectible insurance available to the **Insured** (including without limitation any policy specified in an endorsement to this **Policy**). The **Insured** must advise **Us** of any existing insurance policies at the time of making a **Claim** under the **Policy** and provide details of the same.

#### 9.8. Material Changes in Risk

**We** shall not be liable for **Loss** arising out of, based upon or attributable to any act, error or omission on or after the effective date of any **Transaction** which takes place during the **Policy Period**.

If the **Insured** decides to make a public offering during the **Policy Period** of its **Securities** in any jurisdiction, the **Insured** must provide **Us** with a prospectus and/or offering statement. **We** will subsequently be entitled to amend the terms and conditions of the **Policy** or charge additional premium to reflect **Our** increased exposure.

9.9. Sanction Limitation and Exclusion

This **Policy** shall not be deemed to provide cover and **We** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** 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 laws or regulations.

9.10. Cancellation

The **Company** has the right to cancel this **Policy** at any time by written request to **Us**. Upon receipt of such request, **We** will retain a short period premium calculated on **Our** short term rates for the time it has been on risk and the **Company** will receive a refund of any balance of the premium actually paid.

If a **Claim** and/or circumstance, or a **Dishonest Act** has been notified to **Us** under this **Policy**, **We** will be entitled to retain the entire premium and no refund of the premium will be made. If the **Company** subsequently withdraws such notification then the **Policy** may be cancelled and **We** will refund any balance of the premium actually paid.

9.11. Premium Payment Warranty

The **Insured** must pay the agreed premium to **Us** no later than 60 days after the inception date of the **Policy Period** as specified in the Schedule or such other time as **We** may agree in writing. If the **Insured** fails to pay the premium by the due date, then **We** are entitled to cancel this **Policy**.

9.12. Several Liability

The subscribing insurers' obligations under all contracts of insurance to which they subscribe

are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

9.13. Assignment

The **Insured** must not assign any rights under the **Policy** without **Our** prior written consent.

9.14. Confidentiality

The **Insured** shall make all reasonable efforts not to disclose the existence of this **Policy** to any person, except to professional advisers or as required by law or court order and shall only state within the **Company's** annual report that the **Company** has agreed, or otherwise, to pay a premium for this **Policy** but shall not publish: the nature of the liability covered by this policy, **Our** name, the **Limit of Liability** or the premium paid for this **Policy**.

9.15. Currency

Any references to payments under this **Policy** shall be deemed as expressed and payable in the currency stated to in the Schedule. Where any payment is made into an admitted foreign jurisdiction, such payment must be made and denominated in the currency referred to in the Schedule at the appropriate cash date for purchase of the currency using a currency conversion website selected by **Us** at 4:00pm on the date when foreign payment becomes due.

9.16. 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**.

9.17. Applicable Law

The **Policy** is governed by the laws of Hong Kong.

9.18. Dispute Resolution

In the event of a dispute arising out of this **Policy**, the parties will seek to settle the same through mediation in good faith in accordance with the rules to be agreed by the parties; and

in the absence of such agreement, such dispute shall be referred to the Hong Kong International Arbitration Centre (HKIAC) for mediation in accordance with its prevailing mediation procedures.

If mediation is unsuccessful, any dispute arising out of or relating to this **Policy** shall be referred to and finally resolved by arbitration administered by the HKIAC in accordance with the HKIAC Administered Arbitration Rules in force when the notice of Arbitration is submitted.

Further:

1. the law of this arbitration agreement shall be Hong Kong law;
2. the seat of the arbitration shall be Hong Kong;
3. the Tribunal shall consist of three arbitrators; and
4. the language of the arbitration shall be in English.

#### 9.19. Basis of Valuation

With respect to any **Direct Financial Loss** covered under this **Policy**, **We** are not liable for more than:

1. the actual market value of **Securities, Money** or precious metals at the close of business on the date on which the **Direct Financial Loss** was first **Discovered** (as determined by the value published in the Asian Wall Street Journal) or the cost of replacing the same, whichever is less;
2. the actual cash value of other tangible property not referred to in (1) above at the close of business on the date on which the **Direct Financial Loss** was first **Discovered** or the cost of replacing the same, whichever is less;
3. the cost of blank books, pages or other materials plus the costs of labour and computer time for the actual transcription of copying data furnished by the **Insured** in order to reproduce books of account and other records; and
4. the cost of labour for the actual transcription or copying of electronic data furnished by the **Insured** to reproduce such electronic data.

#### 9.20. Interpretation

All headings are provided for convenience only, and are subsequently not defined terms under the **Policy**, and should not be interpreted as such.

In the **Policy**:

1. the singular includes the plural and the masculine includes the feminine;
2. the headings are descriptive only; and
3. in the event any part of the **Policy** is found to be invalid or unenforceable, the remainder will remain in full force and effect.

#### 9.21. Duty of Disclosure

Before the **Insured** enters into a contract of general insurance with **Us**, the **Insured** has a duty to disclose to **Us** every matter that they know, or could reasonably be expected to know, that is relevant to **Our** decision as to whether to accept the risk of the insurance and, if so, on what terms. The **Insured** has the same duty to disclose those matters to **Us** before they renew, extend, vary or reinstate a contract of general insurance. The **Insured's** duty however does not require disclosure of any matter:

1. that diminishes the risk to be undertaken by **Us**;
2. that is of common knowledge;
3. that **We** know or, in the ordinary course of **Our** business, ought to know; or
4. as to which compliance with the **Insured's** duty is waived by **Us**.

#### 9.22. Non-Disclosure & Misrepresentations

If the **Insured** fails to comply with their duty of disclosure, **We** may be entitled to reduce **Our** liability under this **Policy** in respect of a **Claim** or may cancel or avoid this **Policy**.

### **SECTION 10 - DEFINITIONS**

Each time one of the words or phrases listed below appears in bold, it will have the meaning attributed to it below, wherever it appears in the **Policy**.

#### 10.1. **Associated Company**

Any company named in the **Proposal** and in which the **Company** directly, indirectly or through any **Subsidiary** owns more than or equal to 20% of the issued and outstanding

voting shares prior to or at inception of the **Policy Period**.

**10.2. Bail Bond Costs**

The reasonable premium (not including any collateral), incurred with **Our** prior written consent, for a bond or other financial instrument to guarantee an **Insured Person's** contingent obligation for bail or equivalent in any jurisdiction required by a court in respect of any covered **Claim**.

**10.3. Benefits**

Any amount payable to a beneficiary of a **Fund** under the rules governing the **Fund**.

**10.4. Bodily Injury**

Any injury, death, illness, disease, sickness, psychological injury, emotional distress or nervous shock.

**10.5. Claim**

Any:

1. written demand for damages, compensation or specific non-pecuniary relief;
2. writ, complaint, summons, statement of claim or similar originating process commencing civil proceedings or counterclaim;
3. civil, criminal, administrative, statutory, regulatory, arbitral, administrative or other alternative dispute resolution proceedings,

first made against an **Insured** during the **Policy Period** or any applicable **Discovery Period** alleging any **Wrongful Act**.

**Claim** shall also include any matters or events covered under the Insuring Agreement Sections of this **Policy** and the Extensions Sections of this **Policy** (or as added and amended by an endorsement to this **Policy**), but only to the extent set out in the relevant sections.

**10.6. Company**

The company specified in the Schedule and any **Subsidiary**.

**10.7. Continuity Date**

The applicable date specified in the Schedule.

**10.8. Corporate Breach**

Any actual or alleged act, error or omission of a **Company**, except any **Employment Practices Breach**.

**10.9. Credit Arrangement**

Any credit arrangement, extension of credit, loan or transaction in the nature of a loan, lease or rental agreement, invoice, account agreement or other evidence of debt.

**10.10. Crisis Costs**

The reasonable and necessary fees, costs and expenses incurred by an **Insured**, with **Our** prior written consent, for an external crisis management firm retained by the **Insured** to respond to a **Crisis Event** within the first 30 days after the event.

**10.11. Crisis Event**

Any of the following unforeseen events occurring during the **Policy Period** where, in the reasonable opinion of the chief executive officer of the **Company**, the event has the potential to make a material impact on the consolidated annual revenues or the reputation of the **Company** if left unmanaged:

1. the sudden, unexpected death or disability of any **Director** or **Officer**;
2. the criminal conviction of any **Director** or **Officer**;
3. loss of a major customer, contract or credit facility;
4. **Employee** workplace violence;
5. the first apparent unauthorised intrusion into any **Company's** computer facilities;
6. a recall or boycott of any product;
7. a man-made disaster; and/or
8. any criminal or fraud investigation.

**Crisis Event** does not include an event that affects the **Company's** industry in general, rather than the **Company** specifically.

**10.12. Defence Costs**

The reasonable and necessary fees, costs and expenses incurred by an **Insured**, with **Our** prior written consent, in the investigation, defence or settlement of any **Claim**.

**Defence Costs** shall not include the **Company's** management costs or any

remuneration, overtime, wages, salaries or fees of any **Insured Person** or **Employee**, or the costs of their time or the costs or overheads of the **Company**.

#### 10.13. **Direct Financial Loss**

Any direct financial loss of the **Company** caused by the loss of **Money**, **Securities** or other tangible property owned by or in the care, custody or control of the **Company** and for which it has legal liability.

**Direct Financial Loss** does not include wages, salaries or other remuneration or benefits paid by the **Company** to its **Directors**, **Officers** and **Employees** or any amount excluded by the Exclusions applicable to the Crime Coverage Section of this **Policy**.

#### 10.14. **Director**

Any natural person who was, is or becomes during the **Policy Period** a director of the **Company**, including a de facto or shadow director.

#### 10.15. **Disclosure Document**

Any prospectus, information memorandum, registration statement or other similar document whether or not it has been or is required to be filed or registered with the HKEX or any other similar authority in any other jurisdiction.

#### 10.16. **Discovery/Discovered**

When any **Director** or **Officer** (not in collusion with an **Employee** allegedly committing a **Dishonest Act**) becomes aware of facts that would cause a reasonable person to assume a **Direct Financial Loss** which may be covered under this **Policy** has been or may be incurred, even if the precise quantum and amount remains unknown.

Such **Discovery** constitutes **Discovery** by every **Insured**.

#### 10.17. **Discovery Period**

The period of time stipulated in the Discovery Period Extension, as requested by the **Insured**, immediately following the expiry of the **Policy Period** during which the **Insured** may give **Us** written notice of a **Claim** first made or **Investigation** first commenced during the

**Discovery Period** in respect of an actual or alleged **Wrongful Act** occurring prior to the end of the **Policy Period**.

#### 10.18. **Dishonest Act**

Any act of fraud or dishonesty committed by an **Employee** (acting alone or in collusion with others) with the principal intent to cause the **Company** to sustain **Direct Financial Loss** or to obtain a personal financial gain for themselves or for any other individual or organisation intended by the **Employee** to receive such gain.

#### 10.19. **Employee**

Any natural person employed on a full-time, part-time or casual basis as a past, present or future employee of the **Company**, but not including independent contractors.

#### 10.20. **Employment Related Benefits**

Any of, but not limited to, the following:

1. non-monetary benefits, including but not limited to: travel allowance, the allocation of a company car, mobile/landline telephones, medical/life insurance expenses, equipment allowances and education/training allowances;
2. stock, shares, stock options, share options or any entitlement or right under any employee plan of any description;
3. participation in any stock, share option or share option plan, or participation in any employee plan or any description;
4. severance or redundancy payments or entitlements;
5. any benefit, payment or entitlement of any kind in respect of paid or unpaid leave;
6. bonus or incentive payments, or any entitlement or right under a bonus or incentive plan (not including any payments, entitlements or rights under a commission scheme); and
7. payments or contributions in respect of any provident, benefit, superannuation, pension or retirement fund, or any other account, fund, scheme or plan intended to provide benefits, in whole or in part, at retirement or a particular age, or on the happening of a particular event.

#### 10.21. **Employment Practices Breach**

Any actual or alleged:

1. wrongful or unfair or constructive dismissal;
2. termination or discharge of employment (including breach of a written or implied contract);
3. wrongful failure to employ or promote;
4. wrongful deprivation of career opportunity or demotion;
5. negligent employee evaluation;
6. failure to grant tenure;
7. employment-related misrepresentation, humiliation, retaliation, harassment, discrimination, defamation or invasion of privacy,

committed against an **Employee** in respect of that person's past, present or prospective employment with the **Company**.

#### 10.22. **Excess**

The sum(s) specified as such in the Schedule.

#### 10.23. **Extradition Costs**

The reasonable and necessary fees, costs and expenses incurred by or on behalf of an **Insured Person**, with **Our** prior written approval:

1. in defending, challenging and/or resisting a **Claim** first made against an **Insured Person** during the **Policy Period**, in their capacity as such, seeking that **Insured Person's** extradition (including any appeal from such **Claim**); and
2. in engaging: (i) an accredited counsellor; (ii) an accredited tax advisor; and/or (iii) a public relations firm or consultant in connection with an extradition proceeding.

**Extradition Costs** shall not include any remuneration, overtime, wages, salaries or fees of any **Insured Person** or **Employee**, or the costs of their time or the costs or overheads of the **Company**.

#### 10.24. **Fund**

Any fund established for any **Employee's** benefit, relating to the Occupational Retirement Scheme Ordinance or Mandatory Provident Fund Schemes Ordinance (but excluding any industry or master mandatory provident funds).

#### 10.25. **Industrial Instrument**

1. an award, collective or individual agreement, minimum wage order or any

other instrument made or authorised under statute; or

2. any other collective agreement

which regulates the terms and conditions of employment.

#### 10.26. **Insured**

Each **Insured Person**, the **Company** or both.

#### 10.27. **Insured Person**

1. Any past, present or future **Director**, **Officer** or **Employee** acting in a managerial function, of the **Company**, or a natural person whom, by virtue of any applicable law is deemed to be a **Director** or **Officer** of the **Company**;
2. Any natural person who was, is or may become an **Outside Entity Director**;
3. An **Employee** of the **Company** only whilst acting in their capacity as a committee member convened by the **Company** and at the **Company's** specific request, where the Committee has the specific purpose of advising the board of directors of the **Company**, and only in relation to **Wrongful Acts** committed in the course of the **Employee's** performance of their duties on behalf of the committee.
4. Only in respect of a **Wrongful Act** committed by an **Insured Person**, the estate, heirs, legal representatives or assigns of any deceased or mentally incompetent, bankrupt or insolvent **Insured Person** in (1) above;
5. Only in respect of a **Wrongful Act** committed by an **Insured Person**, a legal spouse, de facto spouse or domestic partner of an **Insured Person** in (1) above;

**Insured Person** does not include: (i) a person administering a compromise or scheme of arrangement for the **Company** or (ii) a company or other corporate body.

#### 10.28. **Investigation**

Any examination, inquiry, hearing or formal criminal, administrative or regulatory investigation of the **Company**, or of an **Insured Person** in their capacity as such, commenced by an **Official Body** and:

1. identifying an **Insured Person** in writing; and

2. at which the attendance of such **Insured Person** is first required during the **Policy Period** or any applicable **Discovery Period**.

#### 10.29. Investigation Costs

The reasonable and necessary fees, costs and expenses incurred by or on behalf of an **Insured Person**, with **Our** prior written consent, for the principal purpose of preparing for, responding to, or attending an **Investigation**.

**Investigation Costs** shall not include any remuneration overtime, wages, salaries or fees of any **Insured Person** or **Employee**, or the costs of their time or the costs or overheads of the **Company**.

#### 10.30. Limit of Liability

The sum(s) specified as such in the Schedule.

#### 10.31. Loss

For the purposes of all Coverage Sections other than the Crime Coverage Section, sums which any **Insured Person** or the **Company** is legally liable to pay resulting from a **Claim** or **Investigation**, including:

1. any damages awards, including punitive and exemplary damages and claimant's costs;
2. any settlement concluded with **Our** prior written consent;
3. all costs and expenses payable under this **Policy**, and for which cover is expressly intended under this **Policy**, including: **Bail Bond Costs, Crisis Costs, Defence Costs, Extradition Costs, Investigation Costs and Public Relation Expenses**.
4. pre- and post-judgment interest on covered judgments and awards;
5. any additional sums for which cover is expressly extended under this **Policy**.

For the purposes of the Crime Coverage Section, **Loss** means only **Direct Financial Loss**.

For the purposes of all Coverage Sections, **Loss** shall not include any:

1. fines or penalties (whether civil or criminal) imposed by law;
2. taxes;

3. remuneration overtime, wages, salaries or fees of any **Insured Person** or **Employee**, or the costs of their time or the costs or overheads of the **Company**;
4. liquidated damages;
5. multiplied proportion of any multiple damages award;
6. amount which is uninsurable under the law by which this **Policy** is governed or any applicable law pursuant to which the **Loss** is incurred; or
7. costs and expenses related to uncovered matters.

Additionally, for the purposes of the Employment Practices Liability Coverage Section, **Loss** shall not include any:

1. remuneration for services rendered;
2. compensation payable in respect of contractual or statutory notice periods;
3. amounts payable in respect of a specified contractual obligation, except to the extent such obligation would have attached in the absence of such contract;
4. **Benefits**;
5. **Employment Related Benefits**;
6. liability or costs incurred to modify any building or property, or to provide any service, in order to make the building or property or any service more accessible or accommodating for any disabled person; or
7. liability or costs incurred in connection with any educational, sensitivity or other corporate programme, policy or seminar relating to any **Employment Practices Breach** or the costs of reinstatement of any **Employee**.

#### 10.32. Money

Any local or foreign currency, bank notes, coins, cheques, travellers cheques, registered cheques, postal orders, money orders and bullion.

#### 10.33. Non-Executive Director

Any natural person who was or is or during the **Policy Period** becomes a member of the **Company's** board; and has not received, either directly or indirectly, money or benefits of any kind for services given in any capacity except as a member of the board of the **Company**.

#### 10.34. **Officer**

Any company secretary, **Employee** or general counsel who takes part in or becomes concerned in the general management of the **Company**, regardless of the official name given to their role.

#### 10.35. **Official Body**

Any government body, government agency, government department, regulator, disciplinary body, criminal authority or other body legally empowered to investigate the affairs of the **Company** or an **Insured Person** in their insured capacity.

#### 10.36. **Outside Entity**

Any entity other than the **Company** or any company which is a tax-exempt non-profit organisation, a tax exempt trade association or a registered charity. This definition does not include an entity that:

1. is a **Subsidiary**;
2. is incorporated or domiciled in the United States of America or Canada or their territories or possessions;
3. is a financial institution or financial services company; or
4. has its **Securities** listed or traded on any **Securities** exchange.

#### 10.37. **Outside Entity Director**

A natural person who was is or during the Policy Period becomes, and at the specific request of any Company serves, as a director, officer, trustee, governor or equivalent of an Outside Entity.

#### 10.38. **Pensions Fund Trustee**

Any natural person who is, was or now shall be:

1. a plan trustee, committee member, plan administrator or constructive trustee of the plan; or
2. a **Director** or **Officer** or **Employee** of a **Company** established to act as trustee of the plan (not including any external auditor or insolvency officeholder),

solely whilst acting in their capacity as a **Pension Fund Trustee** or administrator of any plan.

Any natural person who is, was, or during the **Policy Period** becomes responsible for internal dispute resolution procedures of a plan.

**Pension Fund Trustee** shall also include any natural person who was, is or during the **Policy Period** becomes responsible for internal dispute resolution procedures of a plan.

#### 10.39. **Pensions Fund Trustee Liability**

Any liability arising from any actual or alleged act, error or omission with respect to any plan, or arising solely because of any person's status as a **Pensions Fund Trustee**.

#### 10.40. **Policy Period**

The period specified as such in the Schedule.

#### 10.41. **Pollutant**

Any solid, liquid, gaseous, biological, radiological or thermal irritant, toxic or hazardous substance, or contaminant, including, but not limited to, asbestos, lead, smoke, vapour, dust, fibres, mould, spores, fungi, germs, soot, fumes, acids, alkalis, chemicals and waste.

#### 10.42. **Pollution Event**

Any actual, alleged or threatened discharge, dispersal, release or escape of a **Pollutant**; or any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise **Pollutants**, nuclear material or nuclear waste.

#### 10.43. **Proposal**

The proposal form, submission and any other supporting documentation and attachments provided to **Us** in the application for this **Policy**.

#### 10.44. **Public Relations Expenses**

The reasonable and necessary fees, costs and expenses of a public relations firm or consultant, incurred with **Our** prior written consent, to prevent or limit the adverse effects or negative publicity in respect of a covered **Claim** or **Investigation** or **Crisis Event**.

#### 10.45. **Retired Insured Person**

Any **Insured Person** who has retired from all employment or office with the **Company** prior to the expiry of the **Policy Period** or any **Discovery Period**.

#### 10.46. **Retroactive Date**

The date specified as such in the Schedule.

#### 10.47. **Securities**

For the purposes of every Section other than the Crime Coverage Section of this **Policy**, any shares, preference shares, stocks, debentures, warrants, options, bonds, promissory notes or other equity or debt security.

For the purposes only of the Crime Coverage Section of this **Policy**, any negotiable or non-negotiable instruments or contracts representing money or other property, but excluding **Money**.

#### 10.48. **Subsidiary**

Any legal entity:

1. in which the **Company** holds or controls more than 50% of the outstanding securities or voting rights; or
2. that ceases to be a **Subsidiary** of the **Company** during or prior to the commencement of the **Policy Period**, provided that cover will only apply in respect of a **Wrongful Act** that occurred whilst the entity was a **Subsidiary** of the **Company**; or
3. created or acquired by the **Company** during the **Policy Period**.

#### 10.49. **Transaction**

The occurrence of any of the following:

1. the **Company** merges into or consolidates with, sells all or a controlling interest of its assets to another organisation such that the **Company** becomes a subsidiary of the other organisation;
2. another organisation acquires the business or assets of the **Company**;
3. another organisation or person or group of organisations or persons acting in concert, acquiring control of the composition of the **Company's** board, being in a position to cast, or control more than 50% of the rights to votes that might be cast at a general meeting of the **Company** or can control the appointment of directors who are able to exercise a majority of votes at **Company** board meetings;
4. the insolvency of the **Company**; or

5. the appointment of any administrator, liquidator, receiver, receiver manager or court appointed manager to the **Company**.

#### 10.50. **Trustee**

Any **Insured Person** or **Company** validly appointed to act, and whilst acting in their capacity as, a trustee of a **Fund**.

#### 10.51. **Trustee Breach**

Any:

1. breach of duty, breach of fiduciary duty or breach of trust;
2. negligent act, error or omission;
3. misstatement or misleading statement,

actually or allegedly committed or attempted:

1. by an **Insured Person** acting in their capacity as a **Trustee**, or as a **Director** or **Officer** of the **Company** acting as a corporate **Trustee**;
2. by the **Company** acting in its capacity as corporate trustee;
3. by any other person for which an **Insured** referred to in (a) or (b) is legally liable, but only in respect of the administration of a **Fund**.

#### 10.52. **We, Our or Us / Insurer**

MSIG Insurance (Hong Kong) Limited.

#### 10.53. **Wrongful Act**

1. For the purposes of the Director and Officer Liability Coverage Section of this **Policy**, any:
  - a) breach of duty, breach of fiduciary duty or breach of trust;
  - b) act, error or omission;
  - c) misstatement or misleading statement,
 actually or allegedly committed or attempted by an **Insured Person** in their insured capacity as such.
2. For the purposes of the Corporate Liability Coverage Section of this **Policy**, any **Corporate Breach**.
3. For the purposes of the Employment Liability Coverage Section of this **Policy**, any **Employment Practices Breach**.
4. For the purposes of the Trustee Liability Coverage Section of this **Policy**, any **Trustee Breach**.



5. For the purposes of the Crime Coverage Section of this **Policy**, any **Dishonest Act**.

***EASY Claims*** - 3 easy steps to file your claim ONLINE!

[www.msig.com.hk/easy-claims](http://www.msig.com.hk/easy-claims)



## **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.

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|                                                                                                                                                                                          |                                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| <b>To enable us to process your opt-out request, please provide us below information and send to:<br/>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>(for identification purpose)</b> |
| <b>Policy/Certificate/Acknowledgement number (if you have one):</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。

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|                                                                   |         |
|-------------------------------------------------------------------|---------|
| 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 <b>MSIG</b> 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。