

Chubb Elite II Professional Indemnity Insurance

Policy Schedule & Wording

Firm:

Period of Insurance:

CHUBB®



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Chubb Elite II Professional Indemnity Insurance

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Schedule

Item 1	Policy Number:	
Item 2	Firm:	
Item 3	Principal address:	
Item 4	Business:	
Item 5	Period of Insurance:	From: To: Both days inclusive, standard time at the Principal Address shown in Item 3 above.
Item 6	Limit of Liability:	(a) HKD/USD each Claim (b) HKD/USD in the aggregate
	Loss of Documents: Sub-Limit under Extension 2.5:	(c) HKD/USD in the aggregate
	Legal Representation Expenses: Sub-Limit under Extension 2.9:	(d) HKD/USD in the aggregate
Item 7	Excess:	HKD/USD any one Claim
Item 8	Retroactive Date:	
Item 9	Optional Extensions:	
	3.1 Fraud & Dishonesty	Covered / Not Covered
	3.2 Principal's Previous Business	Covered / Not Covered
	3.3 Automatic Reinstatement	Covered / Not Covered
Item 10	Premium:	HKD/USD
	Premium Levy:	

Item 11	Endorsements Effective at the Inception of the Policy :	
Item 12	Continuity Date:	Insert date

Signed for and on behalf of Chubb Insurance Hong Kong Limited

Authorized Signature(s)

Date

Endorsements

Endorsement Number:

Policy Number:

Firm:

Effective Date:

In all other respects this **Policy** remains unaltered.

SIGNED for and on behalf of Chubb Insurance Hong Kong Limited

Authorized Signature(s)

Date

Endorsement Number:

Policy Number:

Firm:

Effective Date:

In all other respects this **Policy** remains unaltered.

SIGNED for and on behalf of Chubb Insurance Hong Kong Limited

Authorized Signature(s)

Date

Policy Wording

In consideration of the payment of the Premium and in reliance upon all statements made and information provided to **Chubb**, including statements made in the **Proposal** and materials accompanying it, which it is agreed shall form the basis of this insurance, and subject to all the terms and conditions of this **Policy**, **Chubb** agrees as follows:

1. Insuring Clause

1.1 Cover

Chubb shall pay on behalf of the **Insured** any **Loss** arising from any **Claim** for civil liability in respect of **Professional Services**, provided that such **Claim** is first made against the **Insured** during the **Period of Insurance**.

2. Automatic Extensions

Each of the following Extensions automatically applies unless otherwise stated in the endorsements. Each of the Extensions is subject to all of the terms and conditions of this **Policy** unless otherwise stated in this Clause 2. None of these Extensions increase the limits of liability specified in the **Schedule**.

2.1 Consultants, Contractors, Subcontractors and Agents

Chubb agrees to extend cover to any **Loss** arising from a **Claim** for civil liability against the **Insured** arising from any acts, errors or omissions of any consultant, contractor, subcontractor or agent of the **Insured** for which the **Insured** is legally liable by reason of the provision of **Professional Services**.

This Extension 2.1 neither affords coverage to any consultant, contractor, subcontractor or agent of the **Insured** nor makes any such person or entity an **Insured**.

2.2 Defamation

Chubb agrees to extend cover to any **Loss** arising from a **Claim** for unintentional defamation by the **Insured** resulting from the provision of **Professional Services**.

Chubb shall not be liable to make any payment under this **Policy** for intentional defamation.

2.3 Intellectual Property Infringement

Chubb agrees to extend cover to any **Loss** arising from a **Claim** for civil liability in respect of the unintentional infringement of any intellectual property right by the **Insured** arising from the provision of **Professional Services**.

Chubb shall not be liable to make any payment under this **Policy** for intentional infringement of any intellectual property right.

2.4 Joint Venture Liability

Chubb agrees to extend cover to any **Loss** arising from a **Claim** for civil liability against the **Insured** arising from the **Insured**'s participation in any **Joint Venture**, provided that such participation shall be in furtherance of the provision of **Professional Services**.

This Extension 2.4 neither affords coverage to any person or entity with whom or which the **Insured** is in a **Joint Venture** nor makes any such person or entity an **Insured**.

2.5 Loss of Documents

Chubb agrees to extend cover to any **Loss** arising from a **Claim** for the loss of, damage to or destruction of the **Insured's** client's **Documents** for which the **Insured** is legally responsible in the provision of **Professional Services** and which cannot be found after diligent search, provided that:

- (a) the **Loss** recoverable under this Extension 2.5 is only limited to the reasonable and necessary costs, charges and expenses in replacing or restoring the **Documents**; and
- (b) the loss of, damage to or destruction of such **Documents** was first discovered by the **Insured** during the **Period of Insurance**; and
- (c) the **Claim** for such costs, charges and expenses is supported by satisfactory proof of loss (including bills and accounts) which shall be subject to approval (which shall not be unreasonably withheld) by a competent person nominated by **Chubb** with the **Insured's** approval; and
- (d) this Extension 2.5 shall not provide coverage for any costs, charges or expenses directly or indirectly relating to any **Documents** which have been destroyed, damaged or lost as a result of wear, tear or other gradually operating causes.

Chubb's total liability under this Extension 2.5 shall not exceed the sub-limit specified in Item 6(c) of the **Schedule**.

The cover provided by this Extension 2.5 applies regardless of the **Retroactive Date**.

The **Excess** does not apply to this Extension 2.5.

2.6 Newly Acquired or Created Subsidiaries

Chubb agrees to extend cover to any **Subsidiary** of the **Firm** which is acquired or created during the **Period of Insurance**, provided that such **Subsidiary**:

- (a) increases the **Firm's** total gross revenues or fees by no greater than 20% based on the **Firm's** latest audited financial statements; and
- (b) conducts and / or provides the same **Business**; and
- (c) does not have any revenue or fees generated from the United States of America or the Dominion of Canada.

Any **Subsidiary** acquired or created during the **Period of Insurance** and which does not fall within 2.6(a) to 2.6(c) shall automatically be covered under this **Policy** for a period of 30 days from the date of acquisition or creation of the **Subsidiary** but not beyond that. Subject to the agreement of **Chubb** and subject to any additional premium, terms and conditions as **Chubb** may require, cover under this **Policy** may be extended to a **Subsidiary** which does not fall within 2.6(a) to 2.6(c) beyond 30 days from the date of acquisition or creation.

This Extension 2.6 shall not provide coverage in respect of any **Claim** or **Investigation** against the **Subsidiary** arising from any **Professional Services** before the **Firm** acquires or creates such **Subsidiary**.

2.7 Run Off Cover for Insured Entity

In the event that a **Firm** is merged into or acquired by another entity or otherwise ceases to exist or operate during the **Period of Insurance**, the coverage provided under the **Policy** for such **Firm** shall continue until the end of the **Period of Insurance**, provided that such coverage shall only apply in respect of a **Claim** or **Investigation** that arises from any **Professional Services** prior to the date the **Firm** ceased to exist or operate or was merged into or acquired by another entity.

Chubb may, at its sole discretion and on such additional terms, conditions and premium as **Chubb** may require, extend the coverage provided by this Extension 2.7 to include **Claims** or **Investigations** first made against the **Insured** within a period of 72 months from the end of the **Period of Insurance**, provided that such coverage shall only apply in respect of a **Claim** or **Investigation** that arises from **Professional Services** prior to the date the **Firm** ceased to exist or operate or was merged into or acquired by another entity.

2.8 Continuous Cover

Notwithstanding Exclusion 4.8(a) and 4.8(c) (Prior Matters) this **Policy** extends to cover the **Insureds** for any **Claim, Circumstance** or **Investigation** which could have been notified to **Chubb** under an earlier Professional Indemnity Insurance policy issued by **Chubb** and which is first notified during the **Period of Insurance**, provided that:

- (a) the failure of the **Insured** to disclose the **Claim, Circumstance** or **Investigation** before the commencement of the **Period of Insurance** was not a result of any fraudulent intention to mislead or misrepresent to **Chubb**; and
- (b) the **Insured's** entitlement to an indemnity will be determined in accordance with the terms and conditions of the policy held by the **Insured** with **Chubb** on the date when the **Claim** was first made or the date when the **Investigation** was first commenced or the date the **Insured** first became aware of the **Circumstance** provided that **Chubb's** limit of liability will be the lower of the one available under:
 - (i) the policy held by the **Insured** with **Chubb** when the **Claim** was first made the **Investigation** first commenced or when the **Insured** first became aware of the **Circumstance**; or
 - (ii) this **Policy**; and
- (c) the **Insured's** entitlement to an indemnity will be reduced by the amount that, in the reasonable opinion of **Chubb**, fairly represents the extent to which **Chubb's** interests were prejudiced by the failure to notify **Chubb** of the **Claim, Circumstance** or **Investigation**; and
- (d) if the policy referred to in paragraph (b) above was co-insured, then **Chubb** will not be liable for more than its proportion of the indemnity provided by that policy.

This Extension 2.8 does not apply to and is subject to Exclusion 4.8(b) (Prior Matters).

2.9 Legal Representation at Investigations

Chubb agrees to pay on behalf of any **Insured** its **Legal Representation Expenses** at any **Investigation** first commenced against the **Insured** during the **Period of Insurance**.

Chubb's total liability under this Extension 2.9 shall not exceed the sub-limit specified in Item 6(d) of the **Schedule**.

The **Excess** does not apply to this Extension 2.9.

2.10 Emergency Defence Costs and Legal Representation Expenses

If it is not possible for the **Insured** to obtain **Chubb's** written consent prior to the incurring of **Defence Costs** or **Legal Representation Expenses**, **Chubb** will give retrospective consent as long as **Chubb's** consent is sought within 30 days of the first of such **Defence Costs** or **Legal Representation Expenses** being incurred.

Chubb's liability under this Extension 2.10 in respect of **Defence Costs** incurred for each **Claim** and **Legal Representation Expenses** incurred for each **Investigation** shall not exceed 10% of the limit

of liability specified in Item 6(a) or 10% of the sub-limit of liability specified in Item 6(d) of the **Schedule** respectively.

2.11 Advancement of Defence Costs and Legal Representation Expenses

Chubb shall advance any covered **Defence Costs** and **Legal Representation Expenses** as provided under this **Policy** within 30 days of receipt and approval of an invoice for such **Defence Costs** or **Legal Representation Expenses**.

2.12 Discovery Period

If **Chubb** or the **Insured** cancels or refuses to renew this **Policy**, other than for the non-payment of premium, **Chubb** shall extend the cover under this **Policy** for a discovery period of 90 days at nil additional premium which shall run from the date this **Policy** is not renewed or is cancelled.

The discovery period shall only apply to a **Claim** first made or an **Investigation** first commenced against the **Insured** before or during such 90-day discovery period, but only in respect of the **Professional Services** prior to the expiry of the **Period of Insurance**.

Chubb shall not be liable to make any payment in respect of any **Claim** first made or **Investigation** first commenced against the **Insured** during the discovery period if at any time the **Insured** obtains any other professional indemnity insurance covering in whole or in part the discovery period.

3. Optional Extensions

Each of the following Extensions apply only if the Extension is shown to be included in the **Schedule**. Each of the Extensions is subject to all of the terms and conditions of this **Policy** unless otherwise stated in this Clause 3. None of these Extensions increase the limits of liability specified in the **Schedule**.

3.1 Fraud & Dishonesty

Notwithstanding Exclusion 4.4 (Fraud, Dishonesty & Intentional Conduct) of this **Policy**, **Chubb** agrees to extend cover to any **Loss** arising from a **Claim** against the **Insured** arising from a dishonest or fraudulent act or omission or any malicious, criminal or intentional breach of law of any **Principal** (other than a sole practitioner) or **Employee** of the **Firm** arising out of the **Professional Services**, provided that coverage under this Extension 3.1 shall not be provided to any **Insured** committing, participating in or condoning such dishonest or fraudulent act or omission or malicious, criminal or intentional breach of law where such conduct is established by admission or court judgment or other adjudication.

3.2 Principal's Previous Business

Chubb agrees to extend cover to any **Loss** arising from a **Claim** for civil liability against any person who is a **Principal** during the **Period of Insurance** arising from that **Principal's** previous business, of the same type and nature as the **Business**, but only to the extent that the current **Principal** is not covered by professional indemnity insurance or any other applicable insurance policy of the previous business.

Where the previous business' professional indemnity insurance or any other applicable insurance policy applies, the cover provided by this Extension 3.2 is specifically in excess of the limit of liability of the previous business' insurance policy, and shall not cover any liability unless and until the insurers of the previous business' insurance policy have paid or have admitted liability or have been held liable to pay, the full amount of their limit of liability.

The cover provided by this Extension 3.2 applies regardless of the **Retroactive Date**.

3.3 Automatic Reinstatement

In the event that the aggregate Limit of Liability, as specified in Item 6(b) of the **Schedule** and referred to in Clause 6.1 (Limit of Liability) of this **Policy**, is exhausted by the payment of **Loss**, **Chubb** agrees that such Limit of Liability shall be automatically reinstated once subject to the following:

- (a) such reinstatement shall be limited in total to an amount equal to the aggregate Limit of Liability shown in Item 6(b) of the **Schedule**; and
- (b) such reinstatement shall only apply after the total limit of liability available under the applicable policies in excess of this insurance are exhausted by the payment of **Loss**; and
- (c) notwithstanding such reinstatement, this **Policy** shall be subject to an each claim limit of liability as set out in Item 6(a) of the **Schedule**; and
- (d) where such reinstatement is granted, **Chubb's** maximum aggregate Limit of Liability under this **Policy** for all **Loss** arising from all **Claims** and all **Legal Representation Expenses** arising from all **Investigations**, whether against one or any number of **Insureds**, shall be the amount in Item 6(b) of the **Schedule**, plus the amount of the reinstatement provided under this Extension 3.3; and
- (e) the limit so reinstated shall not apply in relation to any **Claim** or **Investigation** which is related or attributable to the one source or originating or underlying cause as any matter which has contributed to the exhaustion.

4. Exclusions

Chubb shall not be liable to make any payment under this **Policy**:

4.1 Breach of Contract & Assumed Liabilities & Duties

directly or indirectly caused by, arising out of or in any way connected with any actual or alleged liability assumed under any contract, agreement or understanding except to the extent that such liability would have attached to the **Insured** in the absence of such contract, agreement or understanding.

However, this Exclusion 4.1 shall not apply to **Chubb's** liability to make payment under this **Policy** in respect of **Defence Costs**.

4.2 Bodily Injury & Property Damage

for any physical injury, sickness, disease, death, mental injury, mental anguish or nervous shock or any loss of, damage to or destruction of property (including the loss of use thereof).

However, this Exclusion 4.2 shall not apply to any **Claim** or **Investigation** arising out of (i) any advice, design or specification in connection with the provision of **Professional Services** or (ii) coverage provided under Extension 2.5 (Loss of Documents).

4.3 Financial Failure & Trading Debts

directly or indirectly caused by, arising out of or in any way connected with any debt of an **Insured** or any guarantee or other undertaking or obligation given by an **Insured** for a debt.

4.4 Fraud, Dishonesty & Intentional Conduct

directly or indirectly caused by, arising out of or in any way connected with any **Insured** committing or condoning or allegedly committing or condoning any dishonest or fraudulent act or omission, any

malicious, criminal or intentional breach of the law, or gaining any profit or advantage to which one is not legally entitled.

4.5 **Managerial Liability**

directly or indirectly caused by, arising out of or in any way connected with any actual or alleged breach by an **Insured** of a duty owed in the capacity of a director, secretary, trustee or officer.

4.6 **Obligations to Employees**

for any breach of any obligation owed to any **Employee** arising out of or in the course of that **Employee's** employment by the **Firm**.

4.7 **Pollution**

directly or indirectly caused by, arising out of or in any way connected with **Pollution** or **Pollutants** in whatever form or quantity.

4.8 **Prior Matters**

directly or indirectly caused by, arising out of or in any way connected with any:

- (a) **Claim** first made or **Investigation** first commenced before the **Period of Insurance**; or
- (b) **Claim, Circumstance** or **Investigation** notified in whole or in part to **Chubb** or any other insurer before the **Period of Insurance**; or
- (c) **Circumstance** which was known to or ought reasonably to have been known to the **Insured** prior to the **Continuity Date** specified in Item 12 of the **Schedule**.

4.9 **Related Persons & Entities**

for a **Claim** brought or maintained by or on behalf of:

- (a) any **Insured** or parent company of any **Insured**; or
- (b) any entity within the same group of companies as the **Insured**; or
- (c) any person or entity who, at the time of the act, error or omission giving rise to the **Claim** is a **Relative** of any **Insured** or controlled by a **Relative** of any **Insured**

unless such **Claim** originates from an independent third party claimant.

4.10 **War & Terrorism**

directly or indirectly caused by, arising out of or in any way connected with or in consequence of:

- (a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government, public or local authority; or
- (b) any **Act of Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

However, this Exclusion 4.10 shall not apply to any **Claim** or **Investigation** for financial loss arising out of any advice, design or specification in connection with the provision of **Professional Services**.

4.11 Products Liability

directly or indirectly caused by, arising out of or in any way connected with any goods or products manufactured, distributed, supplied, sold, installed, repaired, maintained, treated, assembled or processed by or on behalf of any **Insured**.

5. Claims Conditions

5.1 Notification of Claims and Investigations

- (a) The **Insured** must give written notice of any **Claim** or **Investigation** as soon as practicable, but always no later than 90 days after the expiry of the **Period of Insurance**, or 30 days after the expiration of the Discovery Period provided under Extension 2.12 (Discovery Period), if applicable, whichever is the later, to:

The Claims Manager
Chubb Insurance Hong Kong Limited
39/F, One Taikoo Place,
979 King's Road,
Quarry Bay, Hong Kong
F +852 2560 3565

- (b) If the **Insured** becomes aware of any **Circumstance** during the **Period of Insurance**, and gives written notice of such **Circumstance** to **Chubb**, any **Claim** or **Investigation** which may subsequently be made against the **Insured** arising out of such **Circumstance** shall be deemed first made against the **Insured** during the **Period of Insurance**.
- (c) All notifications under this **Policy** must include the following information:
- (i) a specific description of the **Claim, Circumstance** or **Investigation**, including the manner in which the **Insured** first became aware of the **Claim, Circumstance** or **Investigation** and the relevant dates; and
 - (ii) the details of any parties involved; and
 - (iii) a copy of any written demand or assertion and any document relating to the commencement of proceedings against the **Insured** once available.

5.2 Conduct of Proceedings

- (a) It is the duty of the **Insured**, not **Chubb**, to defend any **Claim** or **Investigation** made against an **Insured**. **Chubb**, however, may take over and conduct (in the name of any **Insured**) the defence of any **Claim** or **Investigation** in respect of which **Chubb** is or may be liable to indemnify such **Insured**.
- (b) An **Insured** must not incur any **Defence Costs** or **Legal Representation Expenses** without the prior written consent of **Chubb**, which shall not be unreasonably withheld. **Chubb** is not liable to indemnify any **Insured** for any **Defence Costs** or **Legal Representation Expenses** unless **Chubb** provides its prior written consent to the incurrence of such **Defence Costs** or **Legal Representation Expenses**.
- (c) An **Insured** must not settle or make any admission, offer, payment or otherwise assume any contractual or other obligation in relation to any **Claim** or **Investigation** in respect of which **Chubb** is, or may be, liable to indemnify any **Insured**, without the prior written consent of **Chubb**. **Chubb** is not liable to indemnify any **Insured** for any settlement, admission, offer, payment or assumed obligation unless **Chubb** provides its prior written consent.

5.3 Multiple Claims and Related Conduct

For the purpose of determining cover under this **Policy**, all **Claims** and/or **Investigations** arising from:

- (a) one act, error or omission; or
- (b) acts, errors or omissions which are the same or are attributable to the one source or originating or underlying cause,

shall be regarded as one **Claim** and/or **Investigation**.

5.4 Mitigation and Co-operation

- (a) The **Insured** must at its own expense take all reasonable steps and precautions in doing all things reasonably practicable to avoid or minimise any actual or potential **Loss** arising from any actual or possible **Claim** and to avoid or minimise any actual or potential **Legal Representation Expenses** arising from any actual or possible **Investigation** under this **Policy**.
- (b) Each **Insured** must, at its own expense and on an ongoing basis, give **Chubb** and any investigators or legal representatives appointed by **Chubb** all information they reasonably require, and full co-operation and assistance in the conduct of any investigation (including investigations for the purpose of enabling **Chubb** to determine its liability to provide an indemnity under this **Policy**), defence, settlement, avoidance or reduction of any actual or possible **Claim** or **Investigation** or any proceedings.

5.5 Disclosure of Information

Legal representatives appointed by **Chubb** to act on an **Insured**'s behalf shall be entitled to disclose to **Chubb** any information obtained while so acting and each **Insured** agrees to waive any claim for legal professional privilege to the extent that the privilege would otherwise prevent such legal representatives from disclosing information to **Chubb**.

5.6 Disputes as to Defence & Settlement of Claims

- (a) If a dispute arises between **Chubb** and an **Insured** as to whether a **Claim** or **Investigation** should be contested, neither **Chubb** nor the **Insured** will require the other to contest the **Claim** or **Investigation** unless a Senior Counsel (to be mutually agreed) recommends that the **Claim** or **Investigation** should be contested. If agreement cannot be reached, a Senior Counsel is to be appointed by the Chairman of the Hong Kong Bar Association. **Chubb** will brief the Senior Counsel to advise on whether or not the **Claim** or **Investigation** should be contested and if not, on the amount for which the **Claim** or **Investigation** should be settled. In providing such advice and in making any recommendation as to settlement, the Senior Counsel is entitled to take into account both legal and commercial considerations. The Senior Counsel must have regard to the damages and costs that are likely to be recovered, the **Defence Costs** or **Legal Representation Expenses** that will be incurred in contesting the **Claim** or **Investigation** and the prospects of the **Claim** or **Investigation** being successfully defended. The costs of obtaining this recommendation will be paid by **Chubb**.
- (b) If the Senior Counsel recommends that settlement of the **Claim** or **Investigation** should be attempted, then settlement of the **Claim** or **Investigation** must be attempted as recommended.
- (c) Where settlement is attempted in accordance with the Senior Counsel's recommendation but is unsuccessful, **Chubb** will continue to indemnify the **Insured** subject to the terms and conditions of this **Policy**.
- (d) If a settlement recommended by the Senior Counsel is acceptable to the claimant, but the **Insured** refuses to consent to such settlement, **Chubb**'s liability will be limited to the amount for

which the **Claim** could have been settled, plus the **Defence Costs** or **Legal Representation Expenses** incurred up to the date the refusal to consent was made.

5.7 Subrogation

If any payment is made by **Chubb** in respect of a **Claim** or **Investigation** under this **Policy**, **Chubb** will be subrogated to all rights of indemnity, contribution or recovery of the **Insured** in relation to that payment. No **Insured** may surrender any right, or settle any claim for indemnity, contribution or recovery, without the prior written consent of **Chubb**.

Chubb will not exercise its right of recovery under this Clause 5.7 against another natural person **Insured**, except where that **Insured** has committed, participated in or condoned a dishonest, fraudulent, malicious or criminal act or omission or where such natural person **Insured** is entitled to an indemnity in respect of any **Claim** or **Investigation** under any other insurance effected by him or on his behalf, but only to the extent of the indemnity granted by such other insurance policy.

6. General Conditions

6.1 Limit of Liability

- (a) The aggregate limit of **Chubb's** liability for all **Loss** arising from any one **Claim** is the sum specified in Item 6(a) of the **Schedule**.
- (b) **Chubb's** maximum aggregate liability under this **Policy** for all **Loss** arising from all **Claims** and all **Legal Representation Expenses** arising from all **Investigations**, irrespective of the number of **Claims** or **Investigations** under this **Policy**, the amount claimed or the number of **Insureds** who make claims, is the sum specified in Item 6(b) of the **Schedule**.
- (c) Any sub-limit specified in this **Policy** shall be **Chubb's** maximum aggregate liability under such sub-limit irrespective of the number of **Claims** or **Investigations**, the amount claimed or the number of **Insureds** who make a claim under this **Policy**. Any sub-limit shall be part of and not in addition to the sum specified in Item 6(a) and/or 6(b) of the **Schedule**, whichever is applicable.

6.2 Excess

The **Insured** shall pay the first amount of each and every **Loss** arising from any one **Claim**, up to the amount specified in Item 7 of the **Schedule** as the **Excess**.

6.3 Territorial Limits

Coverage extends to anywhere in the world except for any **Loss** or **Legal Representation Expenses** resulting from **Professional Services** which occurred within the territorial limits of the United States of America or the Dominion of Canada and their territories or protectorates.

6.4 Jurisdictional Limits

Coverage extends to **Claims** or **Investigations** made anywhere in the world, except for **Claims** or **Investigations**:

- (a) involving the application of the law of the United States of America or the Dominion of Canada or their territories or protectorates; or
- (b) brought in a court of law in the United States of America or the Dominion of Canada or their territories or protectorates; or

- (c) arising out of the enforcement of any judgement, order or award made in any court of law in the United States of America or the Dominion of Canada or their territories or protectorates.

6.5 Policy Construction and Interpretation

In this **Policy**, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa; and
- (b) headings are merely descriptive and not to aid interpretation; and
- (c) if a word or expression is given a definite meaning, any part of speech or other grammatical form of that word or phrase has a corresponding meaning; and
- (d) references to an amount of money are references to that amount in Hong Kong dollars unless otherwise provided; and
- (e) bolded words used in this **Policy** have the meanings set out in Clause 7 (Definitions and Interpretation).

6.6 Retroactive Date

If a **Retroactive Date** is specified, this **Policy** will not cover, and does not apply to, any **Claim** or **Investigation** where the **Professional Services** leading to such **Claim** or **Investigation** were or were alleged to have been provided or required to be provided, in whole or in part, before the **Retroactive Date**.

6.7 Authorisation

The first named **Firm** on the **Schedule** agrees to act on behalf of all **Insureds** with respect to:

- (a) the giving and receiving of notices of **Claims, Circumstances, Investigations** or cancellation; and
- (b) the payment of premiums and the receiving of any return premiums that may become due under this **Policy**; and
- (c) the negotiation, agreement to and acceptance of endorsements; and
- (d) the giving or receiving of any notice provided for in this **Policy**; and
- (e) the receipt of all amounts payable by **Chubb** under this **Policy**.

Each **Insured** agrees that the first named **Firm** shall act on its behalf and agrees to be bound by all acts or omissions of the first named **Firm**.

6.8 Cancellation

- (a) The **Insureds** may cancel this **Policy** only by the first named **Firm** on the **Schedule** giving 30 days written notice to **Chubb**. If there are no **Claims, Circumstances** or **Investigations** notified to **Chubb** under this **Policy**, **Chubb** will allow a refund of unearned premium calculated in accordance with its customary short-term rates.
- (b) **Chubb** may cancel this **Policy** by giving 30 days written notice to the first named **Firm** on the **Schedule**. If there are no **Claims, Circumstances** or **Investigations** notified to **Chubb** under this **Policy**, **Chubb** will allow a refund of unearned premium calculated in proportion to the unexpired time on risk.

6.9 **Governing Law**

This **Policy** is governed by, and interpreted in accordance with, the laws of Hong Kong. All matters arising from or relating to the interpretation or operation of the provisions of this **Policy** must be submitted to the exclusive jurisdiction of the Courts of Hong Kong.

6.10 **Other Insurance**

If any **Loss** covered under this **Policy** is also covered under any other valid and collectible insurance, then this **Policy** shall cover the **Loss**, subject to its terms and conditions, only to the extent that the amount of the **Loss** is in excess of the amount of such other insurance and this is regardless of whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the limit of liability provided by this **Policy**.

6.11 **Non-assignment**

No change in, modification of, or assignment of interest under this **Policy** shall be effective unless agreed in writing by **Chubb**.

6.12 **Severability**

The **Proposal** shall be construed as a separate proposal by each natural person **Insured**. With respect to the statements and particulars in the **Proposal**, no fact pertaining to or information possessed by any natural person **Insured** shall be imputed to any other natural person **Insured** to determine whether cover is available for such other natural person **Insured**.

6.13 **Sanctions**

Chubb shall not be deemed to provide cover and **Chubb** 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 **Chubb**, or its parent or affiliate or ultimate holding company to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom, Hong Kong or United States of America.

6.14 **Contracts (Rights of Third Parties)**

No person other than the **Insured** and **Chubb** shall have any rights under this **Policy** whether pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong), or otherwise.

7. **Definitions & Interpretation**

Act of Terrorism means:	(a) an act, including but not limited to, the use of force, violence and/or the threat thereof, by any person or group(s) of persons, whether acting alone, on behalf of, or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear; or (b) any action taken in controlling, preventing, suppressing or in any way relating to anything in (a) above regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
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Business means	the activities of the Firm set out in Item 4 of the Schedule .
Chubb means	Chubb Insurance Hong Kong Limited.
Circumstance means	any fact, matter or circumstance which gives rise to a Claim or Investigation or has the potential to give rise to a Claim or Investigation .
Claim means	(a) the receipt by the Insured of any written demand for civil compensation or civil damages or non-monetary civil relief made against the Insured; or (b) any originating legal or arbitral process, cross claim, counterclaim or third party notice served upon the Insured which contains a demand made against the Insured for civil compensation or civil damages or non-monetary civil relief arising out of an actual or alleged breach of Professional Services.
Continuity Date means	the date specified in Item 12 of the Schedule .
Defence Costs means	reasonable legal and other professional fees, costs and expenses (but not including any remuneration of any Principal or Employee) incurred by and with the prior written consent of Chubb , not to be unreasonably withheld or delayed, that are necessary to defend or appeal a Claim .
Documents means	documents of any nature legally owned by any person other than an Insured , except money, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes or any other form of negotiable instrument.
Employee means	(a) each person who was, is or becomes employed by the Firm in the ordinary course of the Business and who is paid by the Firm by way of salary or wages; or (b) a volunteer working without fee or reward in the ordinary course of the Business, provided that the performance of whose duties is subject to the direction and control of the Firm.
Excess means	the amount specified in Item 7 of the Schedule .
Firm means	the entity, partnership or company specified in Item 2 of the Schedule and any Subsidiary . Where two or more entities are specified, the Firm means each of them, unless the context otherwise requires.
Insured means	(a) the Firm; and (b) each Principal, but only in respect of work performed in the capacity of a Principal of the Firm; and (c) each Employee, but only in respect of work performed in the capacity of an Employee of the Firm; and (d) the estate, heirs or legal representatives of each deceased or legally incapacitated Principal or Employee but only to the extent that such Principal or Employee would have been covered under this Policy in the absence of such death or legal incapacity, as the case may be, and only in respect of work performed by the Principal or Employee in their capacity as a Principal or Employee of the Firm; and

	(e) the lawful spouse or domestic partner of each Principal or Employee but only to the extent that such Principal or Employee would have been covered under this Policy , as the case may be, and only in respect of work performed by the Principal or Employee in their capacity as a Principal or Employee of the Firm .
Investigation means	a formal or official investigation, examination or inquiry before any duly constituted court or tribunal or other body having the power to compel the attendances of witnesses (including any hearing before any disciplinary body of any professional institution or association) against any Insured arising out of Professional Services other than any industry-wide investigation and/or routine supervision, inspection, compliance or similar review.
Joint Venture means	any enterprise carried on in common by the Firm with a third party or parties (not being an Insured under this Policy).
Legal Representation Expenses means	the reasonable legal costs or related professional fees incurred by or on behalf of an Insured (but not including any remuneration of any Principal or Employee) with the prior written consent of Chubb , whose consent is not to be unreasonably withheld or delayed, directly in connection with an Insured co-operating with an Investigation .
Loss means	all amounts which an Insured becomes legally obligated to pay in respect of a Claim (including but not limited to any damages, judgments entered or settlements reached) and Defence Costs. Loss does not include: (a) aggravated, punitive or exemplary damages; or (b) fines or penalties imposed by law; or (c) costs incurred by the Insured in complying with any order for, grant of, or agreement to provide injunctive or non-monetary relief; or (d) any amount which constitutes reduction, set off or return of fees or expenses, in whole or in part, paid to or charged by an Insured; or (e) any internal or overhead expenses of the Firm or the cost of any Insured's time; or (f) taxes or sums payable in relation to taxes; or (g) any matters which are uninsurable under any applicable law.
Period of Insurance means	the period specified in Item 5 of the Schedule .
Policy means	the contract of insurance between Chubb and the Insured which comprises this policy wording, the Proposal, the Schedule and any endorsement issued by Chubb varying the policy coverage.
Pollutant means	any contaminant, irritant or other matter or substance including but not limited to oil, smoke, vapour, soot, asbestos, asbestos-containing materials, fumes, fungi, acids, alkalis, nuclear or radioactive material, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
Pollution means	the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any Pollutant whether in solid, liquid, gas, odour, noise, vibration, electromagnetic radiation, ionising radiation, thermal or other form at any time.

Principal means	where the Firm is or was: (a) a company, each director of that company; and (b) a partnership, each partner of that partnership and each person held out as a partner; and (c) a sole practitioner, that practitioner, and includes each former Principal and each person who becomes a Principal during the Period of Insurance.
Professional Services means	the Business performed or required to be performed by an Insured for or on behalf of a client of the Firm for a fee or any other type of consideration.
Proposal means	the written proposal and any supplementary proposal including any statements and information contained therein and any material relied upon by Chubb in issuing cover under this Policy , or any policy issued by Chubb of which this Policy is a renewal.
Relative means	(a) any legal spouse, domestic partner or companion; or (b) any parent, or parent of the spouse, domestic partner or companion; or (c) any sibling or child.
Retroactive Date means	the date specified in Item 8 of the Schedule .
Schedule means	the schedule Chubb issues to the Firm with this Policy or any subsequent or amended version of that schedule.
Subsidiary means	any entity: (a) over which the Firm is in a position to exercise actual direction and control; or (b) which is deemed to be a subsidiary of the Firm by virtue of any applicable legislation or law.

Personal Information Collection Statement

Chubb Insurance Hong Kong Limited (“**We/Us/Our**”) want to ensure any customer (“**You/Your**”) who provides personal identifiable information (“**Personal Data**”) to **Us** are confident that **Your Personal Data** is treated with the appropriate degree of confidentiality and security.

This Personal Information Collection Statement sets out the types of **Personal Data** **We** may collect, the purposes for collecting **Personal Data**, how and when **We** may use and disclose the **Personal Data**, and how **You** may access and correct **Your Personal Data**.

The types of **Personal Data** **We** collect from **You** depends on **Your** relationship with **Us**. The **Personal Data** may include but not limited to **Your** name, date of birth, identification document number, contact details (e.g. phone number, address, email address), financial information and account details, medical information, claims history, photographs and location information. Sometimes **You** may provide **Personal Data** about another person to **Us**, in doing so **You** confirm **You** have obtained that person’s consent and have the authority to provide such **Personal Data** for use and transfer by **Us**.

a. Purposes of Collection of Personal Data

We will collect and use **Your Personal Data** for the purposes of creating, distributing and providing competitive insurance products and services, including **Our** processing of **Your** applications for insurance products, administering and managing **Your** and **Our** rights and obligations in relation to such insurance cover. **We** also collect **Personal Data** to identify products and services for **You**, to conduct research, surveys and analytics, and to market **Our** products and services. **We** may require **You** to provide certain **Personal Data** on mandatory basis for enabling **Us** to provide **You** with **Our** products and/or services.

b. Direct marketing

Only with **Your** consent, **We** may use **Your** name, phone number, address, email address to contact **You** on marketing **Our** insurance products and services via mail, email, phone or messaging. **You** may notify **Us** to cease direct marketing by writing to **Our** Data Privacy Officer at the address stated below.

c. Transfer of Personal Data

All **Personal Data** **We** collect will be kept confidential and will not be disclosed nor transferred to any other parties without **Your** prior consent, but subject to any applicable law, **Your Personal Data** may be disclosed or transferred to the following parties (whether within or outside Hong Kong Special Administrative Region):

- i. third parties who assist **Us** to achieve the purposes set out in paragraphs a and b above. For example, **Our** relevant staff, contractors, agents, service providers and others such as data analysts, professional advisers, loss adjudicators and claims investigators, doctors and medical service providers, expert consultants, emergency assistance providers, credit reference bureaus, government agencies, reinsurers and reinsurance brokers;
- ii. **Our** parent and affiliated companies;
- iii. the relevant insurance intermediary; and
- iv. others for the purposes of public safety and law enforcement.

d. Access and correction of Personal Data

You may access and correct **Your Personal Data** held by **Us** and **We** will do so unless there is any legal reason why **We** may refuse to do so. Please email **Our** Data Privacy Officer at Privacy.HK@chubb.com or mail to **Us** at 39/F, One Taikoo Place, 979 King’s Road, Quarry Bay, Hong Kong. If **We** levy any charges for providing information on your request, such charges will not be excessive. **We** will not charge **You** for updating **Your Personal Data**.

