

Assicurazioni Generali S.p.A. – Hong Kong Branch

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# **ARTE GENERALI**

# PRIVATE ART & COLLECTIBLES INSURANCE POLICY

ARTE Generali is part of the Global Business Lines of the Generali Group specialized in ART insurance solutions.

This policy is an insurance contract between Assicurazioni Generali S.p.A. – Hong Kong Branch (hereinafter referred to as "Generali/We/Us") and the policyholder named in the insurance policy (hereinafter referred to as "The Insured/You"). The contract is evidenced by this document and is referred to as "this Policy".

To apply for this insurance, You need to complete a proposal form. The insurance coverage is based on the information You provide. The terms of Your insurance coverage are defined in this Policy along with the Schedule and any other document that We provide.

The Proposal, this Policy, the Schedule and any Endorsement or Memorandum thereof will be considered one document and any word or expression to which a specific meaning has been attached in any of them will bear such meaning throughout.

The English version is the primary version of this Policy. In case of a dispute regarding the interpretation of any part of the Policy, the English version will prevail.

# 1 - DEFINITIONS

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# **Important Notices**

- 1. Please read these insurance conditions carefully and for any inquiry, please contact Us if You need further clarifications or wish any amendments
- 2. Please remember to inform Us when Your situation and needs for insurance coverage change. Then we can update Your Policy and adjust the coverage correspondingly.
- 3. Collection of Premium Levy to Insurance Authority from 2018, please visit www.generali.com.hk/EN US/claims and support/insurance levy for details.



# 1 DEFINITIONS

Certain words in this Policy have special meanings. These words have the same meaning whenever they are used in this Policy, the Schedule or any Endorsement or Memorandum hereon. These are given below or defined in the appropriate Section of this Policy.

### **Accident or Accidental**

A sudden, unexpected, and unforeseen event caused by external forces out of Your control which results in an injury or property Loss or damage.

# **Agreed Value**

The value of the item agreed between You and Us for the purposes of this Policy only. We make no representations that this is the value that the item would attain if sold. The Agreed Value should not be relied upon for any purpose except insurance with Us.

### Collectibles

Collections of art, rare, and unique, which have value either for their intrinsic value or their historical, artistic or scientific interest.

### Depreciation

The Loss of value of an insured item over time due to factors such as age, aging, obsolescence or damage.

### Evenee

The amount of each claim payable by You for any Loss or series of losses arising from one source or cause.

### Home

House, flat or apartment including rooftop, storages, garages, or car parking spaces owned or occupied by You as private dwelling specified in the Schedule.

# **Hong Kong**

Hong Kong Special Administration Region and/or territorial limits of Hong Kong.

# Jeweller

Gemstones, pearls, silver, gold, platinum or other precious metals and/or articles comprising them, designed to be worn on the person. This also includes watches.

# Loss/Lost

Physical Loss or stolen by third parties without Your consent. The event must always be proven by a police report.

# **Market Value**

The value of the item at the time of the claim or the cost of repairing the damaged items (subject to the limit of their value at the time of the claim) and, limited to works of art, the current value of the item or that which could be attributed to it on the art, antiques, or modern art market, as determined by an independent expert.

# Period of Insurance

The period during which this Policy is in force as shown in the Schedule.

# **Replacement Cost**

The amount by which it is considered that the item could be replaced with another item with similar characteristics (any improvements are not considered).

# Safes

A robust lockable cabinet made by a specialist manufacturer and specifically designed to protect Jewellery and high value items from theft or unauthorised removal.

# Spouse

Same sex or opposite sex Spouse legally married according to the law of the country in which the Spouse is married.

# Unoccupied

Not lived in by You or by a person authorised by You for more than 60 consecutive days.



# We/Us/The Insurer/ The Company

Assicurazioni Generali S.p.A. - Hong Kong Branch

### You/Your/The Insured

The person(s) named as the policyholder or Insured in the Schedule.

### **Your Family**

You and Your immediate family members: Spouse, partner, children (including adopted and foster children), brothers, sisters, parents, grandparents and other relatives who residing with You in Your Home.

# 2 INSURANCE COVERAGE

# **ART & COLLECTIBLES**

You are insured against all risks for Loss or damage to the item covered by this Section so long as such item located at Your Home or anywhere in the world to the extent and subject to the conditions set out in the Schedule.

# 1. Insured Items

Art and Collectibles items owned or kept by you or a member of your household or a person living with you. The items for which you are legally responsible shall also be insured. The items covered by these insurance terms and conditions shall be those items intended for your private purposes, the value of which is determined to a significant extent by their artistic purpose or design or artistic production, as well as those kept and exhibited at public cultural institutions with which You have a long-term loan or lending agreement.

# These are:

- Paintings, watercolors, drawings, engravings, prints;
- Photographic art, collage, graphics;
- Sculptures, statues, installations, Asiatika, Afrikana;
- Design objects;
- Oriental and artists' carpets, tapestries;
- Antique musical instruments;
- Antique books, manuscripts, antique documents;
- Antique furniture;
- Art objects in silver;
- Precious collections of objects.

Jewellery and valuables are not insured under this Section.

# 2. Items Exhibited Outdoors

For items exhibited outdoors, insurance cover shall apply exclusively to the following risks:

- Fire, lightning, explosion, falling aircraft
- Storm, hail Only damage caused by:
  - a) Direct impact of the storm on the insured property;
  - b) The storm that causes parts of buildings, trees or other elements to fall on the insured items.
- Earthquake
- Floods

# 3. Agreed Value

# Specified Items

Specified items are insured up to the Amount Insured as shown in the Schedule based on Agreed Value and with the value in excess of HKD300,000 for any one item, pair or set shall be described individually in a list specification held with Us.

# **Unspecified Items**

We shall pay maximum HKD300,000 for any one item, pair or set required to repair or replace the item, whichever is less, for a covered Loss to valuable articles with unspecified cover as shown in the Schedule.



### **Basis of Settlement**

- a) Total Loss
  - We shall pay the amount insured for that item if it is Lost or damaged beyond repair.
- b) Partial Loss

If only part of the specified item is Lost or damaged, We shall pay the amount to restore the item to its condition, plus any Depreciation, i.e. the difference between the value of the item at the time and place of the Loss occurrence and the value of the item in its condition after repair/replacement.

The Depreciation must be established by an independent expert agreed by Us.

We may at our option replace any Lost or damaged item if it is possible for the artist to remake the item without compromising the value of the work.

Under no circumstances will We pay more than the amount insured for that item as shown in the Schedule.

### 4. Transit/Transport

The insurance cover shall also apply during transport to restorers, auctions, galleries, exhibitions and between different insured locations and for items purchased outside the insured location before being transferred to the insured location. The limit for this coverage is agreed and shown in the schedule.

You are obliged to ensure that the item is securely and adequately packed and transported by a professional carrier. The item must be handled under the custody and control of You or a member of Your Family or a person appointed by You if it is not transported by a professional carrier.

### 5. Pair and Set

In respect of Loss of or damage to a pair or set, We will pay You the Agreed Value of the entire pair or set for a specified item or the Market Value on the date of Loss of the entire pair or set for an unspecified item if You surrender the undamaged article(s) of the pair or set to Us. For unspecified items, the maximum We will pay under this section is HKD300,000 for any pair or set.

# 6. New Acquisition

The item acquired by You during the Period of Insurance shall be indemnified under the terms of this Section up to 30% of the total sum insured as shown in the Schedule, provided that You have notified Us of the acquisition within 90 days and an additional premium is paid.

You are obliged to ensure that the item is securely and adequately packed and transported by a professional carrier. The item must be handled under the custody and control of You or a member of Your Family or a person appointed by You if it is not transported by a professional carrier.

# 7. Temporary Storage outside from Home

We will indemnify You for loss of or damage of the items temporarily (for a maximum of 6 months, unless otherwise agreed) kept at the secure locations anywhere in the world, the maximum we will pay under this section is 15% of the total sum insured as shown in the Schedule, subject to a maximum of HKD500,000 per claim and in aggregate during the period of insurance.

# 8. Restoration, repair or similar processes

Loss of or damage to items undergoing restoration, repair or any process of heating, drying, cleaning, washing, dyeing, alteration, maintenance, dismantling or decoration provided that this is conducted by a member of a professional body or organization agreed by Us in advance of the process.

# 9. Emergency Evacuation

We will pay You for the reasonable cost of transporting the items to and from a secure storage facility if:

- Your Home is rendered uninhabitable, or in our sole opinion the security of Your Home is compromised, as a result of sudden Loss of or damage to Your Home, or the collection; or
- a statutory or regulatory body or agency prohibits occupation or use of Your Home.

The maximum We will pay under this sub section, provided that You have our prior written agreement to incur these costs, is 15% of the amount insured under this section for the item as shown in the Schedule.

# 10. Death of Artist

In the event of a covered Loss or damage to any item increases as a result of the artist's death during the Period of Insurance, We will indemnify an amount up to 100% of the amount insured shown in the Schedule subject to a maximum limit of HKD2,000,000. Such revaluation will only apply for six months following the artist's death subject that You provide Us with an independent professional valuation report and evidence of the increase in the Market Value of that item which is not more than three years old at the time of any Loss or damage. If You are unable to provide an independent professional valuation or original purchase receipt and proof of increase value, then this extension will not apply.



### 11. Lack of, or defective, title

We will pay You for the amount You paid for the purchase of an item made during the insurance period of this Policy which You were subsequently obliged by law to relinquish possession through no fault of Your own due to:

- flawed title or lack of title on the part of the seller with respect to the item purchased by You;
- any charges or encumbrances imposed on the item prior to Your purchase and of which You were not aware.
- We will also pay You for the legal costs incurred by You, with Our prior consent, for the defence in civil court from claims for compensation or restitution made against You and based on the flawed title or the lack of title for the purchase of the above-mentioned item.

We will not indemnify You for any further economic losses resulting from the Loss of availability of the asset.

You are not insured for any claim made against You

- Outside the Period of Insurance;
- arising from any purchase made by You other than from a credible auctioneer or dealer.

The maximum amount We will indemnify under this Sub-Section will be 10% of the total sum insured as shown in the Schedule, subject to a maximum of HKD250,000 per claim per claim and in aggregate during the Period of Insurance.

# **JEWELLERY & WATCHES**

You are insured against all risks for Accidental physical Loss or damage to the item covered by this Section so long as such item located at Your Home or anywhere in the world to the extent and subject to the conditions set out in the Schedule.

# 1. Insured Items

Jewellery and Watches owned by You or a member of Your Family or used by You or a member of Your Family. They fall under the heading of Jewellery and Watches:

- Jewellery of all kinds, regardless of the material used;
- · High quality wristwatches or pocket watches also in non-precious metal;
- Pearls and precious stones;

# 2. Agreed Value

# Specified Items

Specified items are insured up to the Amount Insured as shown in the Schedule based on Agreed Value and with the value in excess of HKD50,000 for any one item, pair or set shall be described individually in a list specification held with Us.

# **Unspecified Items**

We shall pay maximum HKD50,000 for any one item, pair or set required to repair or replace the item, whichever is less, for a covered loss to valuable articles with unspecified cover as shown in the Schedule.

Basis of Settlement

- a) Total Loss
  - We shall pay the amount insured for that item if it is Lost or damaged beyond repair.
- b) Partial Loss
  - If only part of the specified item is Lost or damaged, We shall pay the amount to restore the item to its condition, plus any Depreciation. If after the restoration the Market Value of the item is less than its Market Value immediately prior to the loss. We shall pay the difference.

The Depreciation must be established by an independent expert agreed by Us.

Under no circumstances will We pay more than the amount insured for that item as shown in the Schedule.

# 3. Pair and Set

In respect of Loss of or damage to a pair or set, We will pay You the Agreed Value of the entire pair or set for a specified item or the Market Value on the date of Loss of the entire pair or set for an unspecified item if You surrender the undamaged article(s) of the pair or set to Us. For unspecified items, the maximum We will pay under this section is HKD50,000 for any pair or set.

# 4. New Acquisition

The item acquired by You during the Period of Insurance shall be indemnified under the terms of this Section up to 30% of the total sum insured as shown in the Schedule, provided that You have notified Us of the acquisition within 90 days and an additional premium is paid.



# 5. Restoration, repair or similar processes

Further insured are Loss of or damage to items undergoing restoration, repair or any process of heating, drying, cleaning, washing, dyeing, alteration, maintenance, dismantling or decoration, but excluding the recutting of stones.

Provided that this is conducted by a member of a professional body or organization agreed by Us in advance of the process.

# **Special Obligations**

The following additional obligations apply:

- You must have Your Jewellery with value at HKD1,000,000 or above checked by a specialist company (e.g. Jeweller) every three years
  to ensure that the settings, clasps, locks and joints are in good condition and, if necessary, repaired. If it appears necessary due to external
  signs such as damage to settings or loose fasteners, the inspection should be carried out immediately;
- You must change the passcode on any Safe immediately if You have purchased a used Safe from a previous owner or if You are aware
  that the passcode has been disclosed to someone You do not trust.

# 3 GENERAL EXCLUSION

# What is not insured?

# 1. We will not pay for any Loss, damage or expenses caused by or resulting from:

- a. Inherent defect, wear and tear, gradual deterioration, insects, vermin, rust, corrosion, rot, mould, toxic mould, mildew, fungus, atmospheric or climatic conditions, or action of light;
- b. misuse electrical or mechanical breakdown:
- c. faulty or inadequate construction, design or workmanship or the use of faulty materials;
- d. confiscation, requisition, detention or destruction by, or by order of, any government, public or local authority or agency of them;
- e. war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war;
- f. mutiny, riot, military or popular rising insurrection, rebellion, revolution, military or usurped power, martial law or stage of siege or any of the events or causes which determine the proclamations or maintenance of martial law or state of siege.
- g. any act of any person or persons acting on behalf of or in connection with any organisation, the objects of which are to include the overthrowing or influencing of any de jure or de facto government by any violent means;
- h. to any property, or any Loss or expense, or any consequential Loss, or any legal liability, directly or indirectly caused by, or contributed to, or arising from
  - i. nuclear weapons material;
  - ii. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exclusion h, combustion shall include any self-sustaining process of nuclear fission;
  - iii. nuclear reaction, nuclear radiation or radioactive contamination regardless of any other cause contributing concurrently or in any other sequence to the Loss;
  - iv. the transmission of any communicable disease, human immune deficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or any virus complex or syndrome that is related thereto;
- Your own wilful act, or that of any member of Your household; this exclusion does not apply to theft of insured property by Your domestic employees;
- j. coastal or river erosion;

# 2. We will not pay for Loss, damage or expenses:

- a. if the Home is left Unoccupied for more than 60 consecutive days unless We agree to this with You in writing;
- b. while the Buildings are undergoing demolition, structural alteration, structural repair or extension unless We agree to this with You in writing;
- c. caused by theft, attempted theft, or Accidental damage while the Building, or any part of the Building, are lent, let or sublet unless entry to or exit from the Building is made using violence or force;
- d. illegal structures of the Home, or liability arising out of illegal structure of the Home;
- e. of any property owned by or held in trust in connection with any business, profession, or trade, except where specifically noted under Section C, unless We agree to this with You in writing.
- f. liability arising directly or indirectly from any business, profession, or trade.
- g. Any Accident, bodily injury, Loss or damage occurring, or expense incurred before the cover under this Policy started.
- h. Any punitive, aggravated, exemplary or other such damages awarded by any court.
- i. Any sum in excess of that which the court of Hong Kong would have awarded in respect of any claim made against You or which We are liable to indemnify under this Policy.
- j. The cost of routine maintenance or redecoration.
- k. Any consequential loss.
- I. Any jewellery or watches in check-in baggage.
- m. Any expense incurred in preparing a claim.
- n. of any claim which but for the existence of this insurance would have been compensated under any other policy.
- o. Excess as shown in the Schedule and/or this Policy.



3. This insurance excludes any loss, damage, expenses or bodily injury directly or indirectly occasioned by or caused by or arising from or in consequence of terrorism or any action taken in controlling, preventing or suppressing any acts of terrorism or in any way relating thereto. For the purpose of this exclusion 'terrorism' means the use of biological, chemical and/or nuclear force or contamination and/or threat thereof, by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

# 4. Pollution and Contamination Exclusion

This insurance does not cover any Loss arising from pollution and contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by:

- a. pollution or contamination which itself results from a peril reinsured against;
- b. any perils reinsured against which itself results from a pollution or contamination;
- c. Any liability in connection with disposed or dumped waste materials or substances is also excluded.

# 5. Sanction Limitation and Exclusion Clause

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

# **4 GENERAL CONDITIONS**

# 1. Your Obligations

You must

- take all reasonable precautions to prevent Accidents and losses;
- comply with all statutory obligations;
- inform Us of any change in circumstances which may affect this insurance;

# 2. Maintaining the Amount Insured

- maintain the amount insured for unspecified items under Sections A and B at a level that represents the Replacement Cost or current Market Value, whichever is the greater. Any item over HKD300,000 under Section A and HKD50,000 under Section B must be individually listed in a specification held by Us;
- inform us if building work is to take place at Your buildings when the cost of the works exceeds HKD500,000. You must inform Us before entering any contract for the works and You must comply with any condition relating to prevention of Loss or damage We may impose.

# 3. Making a claim

If any accident resulting in Loss or damage, injury or liability to You which may give rise to a claim, You must

- inform Us immediately with the written proof of Loss within 30 days from the date when We acknowledge the receipt of Your claim form;
- immediately tell the police if You suspect there has been a crime and obtain a police report reference number;
- immediately send us, without replying on it, any summons or other communication You receive in connection with any incident that may give rise to a claim under this Policy. You must not admit, deny, negotiate or pay a claim or liability without our written consent. We are entitled, but not obliged, to take over and deal with, in Your name, the defence or settlement of any claim.

We will not settle a claim in full or in part until all outstanding premiums have been paid.

# 4. Fraud

If You have not disclosed or have misrepresented any fact or circumstance which might affect our decision to provide insurance or the terms of that insurance, or You or anyone acting for You makes a claim under the Policy knowing the claim to be false or provides false information in connection with any claim, We can refuse to pay any claim or We can treat the insurance as void.

# 5. Recovered Item and Transfer of Ownership

In the event of full compensation for damaged or Lost item, the same shall become Our property.

If We recover any of Your item after We have paid a claim, We will write to You at Your correspondence address shown in the Schedule and You may repurchase it from Us within 60 days.



You must repurchase the recovered item for either:

- a) the settled claim amount plus interest plus any recovery costs or expenses. Interest will be charged for the period between the date the claim was settled and the date You repurchase the item; or
- b) the Market Value at the time of recovery and any recovery costs or expenses; whichever is less.

If You recover any of Your item after We have paid a claim, You have the option of either providing us with the item or refunding the compensation and becoming the owner of the item again.

# 6. Subrogation

We have the right to proceed in Your name against third parties who may be responsible for an event giving rise to a claim under this Policy for the purpose of

- a) enforcing any rights and remedies or
- b) obtaining relief or indemnity from other parties to which We are entitled.

You shall not obstruct such actions and cooperate in all related matters if We require You to do so.

### 7. Salvage

We have the right but not obligation to the salvage of any item which is subject of a claim under this Policy. You may not dispose of any such item without the Company's written permission.

### 8. Arbitration

Any dispute, controversy, difference or claim arising out of or relating to this Policy, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in English.

# 9. Cancellation

- a) We reserve the right to cancel this Policy at any time with immediate effect in the event of fraud, material misstatement, concealment, breach of utmost good faith on Your part in connection with a claim submitted to Us or any other matters affecting the underwriting of this Policy or any other policy issued by Us to You.
- b) You may cancel this Policy at any time by submitting a written notice to Us. Such cancellation notice will be effective from the moment We send You a written receipt confirmation or on a later date if specified by You. In the event of such cancellation, You will be entitled to a refund of Premium for the remaining Period of Insurance provided that no claims have been paid or are due to be payable under this Policy on the effective date of cancellation.

# 10. Minimum Premium

This policy is subject to a minimum and non-refundable premium of HKD5,000.

# 11. Non-payment of Premium

We reserve the right to cancel this Policy with effect from its inception in the event of non-payment of the premium, or if You are paying by instalments the date when the last instalment was due.

# 12. Other Insurance

If a Loss covered by this Policy is also covered by other insurance, We will only pay the rateable proportion of the Loss that the limit of liability that applies under this Policy bears to the total amount of insurance covering the Loss.

# 13. Governing Law

This Policy is interpreted and governed by the laws of Hong Kong Special Administrative Region of People's Republic of China.

# 14. Jurisdiction

We shall not be liable in respect of any judgments that are delivered by or obtained from a court outside Hong Kong. Furthermore, the indemnity shall not apply to a judgment or order obtained in Hong Kong for the enforcement of a judgment obtained elsewhere.

# 15. 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.



### **Personal Information Collection Statement**

- a) From time to time, it is necessary for you to supply Assicurazioni Generali S.p.A. Hong Kong Branch (the "Company") with data about yourself, policyholder(s), claimant(s), and / or other relevant individuals (the "Personal Data") in connection with the provision of insurance and / or related products and services to you, the processing of claims under insurance policies issued and / or arranged by the Company, and / or the processing of any or all other requests, enquiries and complaints from you.
- b) Provision of the Personal Data to the Company by you is voluntary. However, failure to supply the Personal Data may result in the Company being unable to provide insurance and / or related products and services to you, process claims under insurance policies issued and / or arranged by the Company, and / or process any or all other requests, enquiries, or complaints from you.
- c) The purposes for which the Personal Data may be used are as follows:
  - i) administering your insurance application, arranging and executing insurance contracts and / or related products and services, and managing your account with the Company;
  - ii) processing (including, but not limited to, investigating, analyzing, assessing and adjudicating) and / or settlement of claims under insurance policies issued and / or arranged by the Company;
  - iii) exercising rights of subrogation(if applicable);
  - iv) collection of amounts outstanding (if any) from customers;
  - v) arranging coinsurance and / or reinsurance in respect of the insurance policies issued and / or arranged by the Company;
  - vi) communicating with customers via telephone, mail, e-mail, facsimile and other communication means
  - vii) providing customer services (including, but not limited to, processing enquiries and complaints) and other related activities;
  - viii) conducting data matching procedures;
  - ix) designing insurance and / or related products and services for customers' use;
  - x) marketing insurance and / or other related products and services of the Company and / or its affiliated companies (which includes, but are not limited to, its group companies, parent company, trust companies of the Company's parent company) (hereinafter referred to as the Group Entities");
  - xi) statistical or actuarial research of the Company, its Group Entities, insurance industry associations or federations, government departments, regulatory or other recognized bodies;
  - xii) complying with the requirements under any laws, rules, regulations, codes, guidelines, court orders, compliance policies and procedures, and any other relevant requirements which the Company and / or its Group Entities are expected to comply with, including, without limitation, performing due diligence on customers and making disclosures of the relevant information; and
  - ciii) fulfilling any other purposes directly relating to (i) to (xii) above.
- d) The Personal Data held by the Company shall be kept confidential, but the Company may provide the Personal Data to the following parties (whether within or outside the Hong Kong Special Administrative Region) for the purposes set out in paragraph (c) above, without prior notification to you and/or any other relevant individuals to whom the Personal Data is related:
  - i) intermediaries, claims service provider, coinsurers, reinsurers, banks and credit-card companies, health and medical organizations, professional advisers, contractors, business partners, and / or any other relevant parties, as appropriate, who provide administrative, telecommunication, computer, payment, marketing, investigation, advisory and/ or other services to the Company in connection with the operation of its business;
  - ii) relevant insurance industry associations or federations, and/ or members of such industry associations or federations;
  - iii) overseas locations or branches, as appropriate, of the Company and / or its Group Entities;
  - iv) persons to whom the Company and / or its Group Entities are under an obligation to make disclosure under the requirements of as mentioned in (c) (xii);
  - v) any court, government departments, regulatory or other recognized bodies (including, without limitation, tax authority, insurance authority, etc.) under any laws binding on the Company and / or its Group Entities;
  - vi) lawful successors or assigns of the Company; and
  - vii) persons who owe a duty of confidentiality to the Company and / or its Group Entities.
- e) The Company may verify any or all of the Personal Data by using information collected and released or transferred by relevant insurance industry associations or federations, and / or members of such industry associations or federations.
- f) In accordance with the Personal Data (Privacy) Ordinance (Cap 486):
  - i) any individual has the right to:
    - A) check whether the Company holds Personal Data about him / her and, if so, obtain a copy of such data;
    - B) require the Company to correct any Personal Data relating to him / her that is inaccurate; and
    - C) ascertain the Company's policies and practices in relation to Personal Data and to be informed of the kind of Personal Data held by the Company; and
  - ii) the Company has the right to charge a reasonable fee for the processing of any data access request.
- g) The person to whom requests for access to data and / or correction of Personal Data and / or for information regarding policies and practices and kinds of Personal Data held are to be addressed as follows:

Personal Data Protection Officer, Assicurazioni Generali S.p.A., Hong Kong Branch, 21/F, 1111 King's Road Taikoo Shing, Hong Kong.