

# ACCIDENTAL DAMAGE (PROPERTY) INSURANCE POLICY

The Company agrees (subject to the terms, conditions and exclusions contained herein or endorsed or otherwise expressed hereon which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Insured to recover hereunder that if after payment of the first premium any of the property insured be accidentally physically loss destroyed or damaged other than by an excluded cause at any time during the period of insurance or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of this Policy the Company will pay to the Insured the value of the property at the time of the happening of its accidental physical loss or destruction or the amount of such accidental physical damage (accidental physical loss destruction or damage being hereinafter termed Damage) or at its option reinstate or replace such property or any part thereof.

Provided that the liability of the Company in respect of any one loss or in the aggregate in any one period of insurance shall in no case exceed

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

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

## EXCLUSIONS

### A. Excluded Causes

This Policy does not cover:-

1. Damage to the property insured caused by
  - (a) (i) faulty or defective design materials or workmanship inherent vice latent defect gradual deterioration deformation or distortion or wear and tear.
  - (ii) Interruption of the water supply gas electricity or fuel systems or failure of the effluent disposal systems to and from the Premises unless Damage by a cause not excluded in the Policy ensues and then the Company shall be liable only for such ensuing Damage.
- (b) (i) collapse or cracking of buildings.
- (ii) corrosion rust extremes or changes in temperature dampness dryness wet or dry rot fungus shrinkage evaporation loss of weight pollution contamination change in colour flavor texture or finish action of light vermin insects marring or scratching unless such loss is caused directly by Damage to the property insured or to premises containing such property by a cause not excluded in the Policy.
- (c) (i) theft except from a building and then only if there is violent or forcible entry to or exit from such building
- (ii) acts of fraud or dishonesty
- (iii) disappearance unexplained or inventory shortage misfiling or misplacing of information shortage in supply or delivery of materials or shortage due to clerical or accounting error.
- (iv) cracking fracturing collapse or overheating of boilers economizers vessels tubes or pipes nipple leakage or the failure of welds of boilers
- (v) mechanical or electrical breakdown or derangement of machinery or equipment
- (vi) bursting overflowing discharging or leaking of water tanks apparatus or pipes when the premises are empty or disused

### UNLESS

- I. Damage by a cause not excluded in the Policy ensues and then the Company shall be liable only for such ensuing Damage
  - II. such loss is caused directly by Damage to the property insured or to premises containing such property by a cause not excluded in the Policy
- (d) (i) coastal or river erosion
  - (ii) subsidence ground heave or landslip
  - (iii) normal settlement or bedding down of new structures
  - (iv) wind rain hail frost snow flood sand or dust to movable property in the open or in open sided buildings or to fences and gates
  - (v) the freezing solidification or inadvertent escape of molten materials
- (e) costs and expenses arising from loss or destruction or damage caused by seepage, pollution or contamination except destruction or damage to the property insured caused by seepage, pollution or contamination resulting from a peril hereby insured against
2. Damage caused by arising from:-
    - (a) any willful act or willful negligence on the part of the Insured or any person acting on his behalf
    - (b) cessation of work delay or loss of market or any other consequential or indirect loss of any kind of description whatsoever
  3. Damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences, namely:-
    - (a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war
    - (b) mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising insurrection rebellion revolution military or usurped power
    - (c) acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization. This Exclusion A3(c) shall not apply to Damage by Fire

For the purpose of this Exclusion A3(c) "terrorism" means the use of violence for political ends and includes the use of violence for the purposes of putting the public or any section of the public in fear
  - (d) (i) permanent or temporary dispossession resulting from confiscation nationalization commandeering or requisition by any lawfully constituted authority
  - (ii) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person

Provided that the Companies are not relieved of any liability to the Insured in respect of Damage to the property insured occurring before dispossession or during temporary dispossession which is otherwise insured by this Policy.

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

In any action, suit or other proceeding where the Company alleges that by reason of the provisions of Exclusions A3(a) (b) and (c) above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the Insured.

  4. Damage directly or indirectly caused by or arising from or in consequence of or contributed to by:-
    - (a) nuclear weapons materials
    - (b) ionizing 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 A4(b) combustion shall include any self-sustaining process of nuclear fission.

### B. Excluded Property

This Policy does not cover:-

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

But the provisions of Exclusion B1 (c) and (d) shall not be applied to Damage (not otherwise excluded) caused by fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, striker, lockout, persons taking part in labour disturbances, malicious persons, impact by any road vehicle or animals, earthquake, windstorm, flood and bursting, overflowing, discharging or leaking of water tanks, apparatus or pipes

2. Unless specifically mentioned as insured by this Policy goods held in trust or on commission documents manuscripts business books computer systems records patterns models moulds plans designs explosives

- 3.(a) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives or rolling stock watercraft aircraft spacecraft or the like
  - (b) property in transit other than within the premises specified in the Schedule
  - (c) property or structures in course of demolition construction or erection and materials or supplies in connection therewith
  - (d) land (including top-soil back-fill drainage or culverts) driveways pavements roads runways railway lines dams reservoirs canals rigs wells pipelines tunnels bridges docks piers jetties excavations wharfs mining property underground off-shore property
  - (e) livestock growing crops or tree
  - (f) property damaged as a result of its undergoing any process
  - (g) machinery during installation removal or resetting (including dismantling and re-erection) if directly attributable to such operations
  - (h) property undergoing alteration repair testing installation or servicing including materials and supplies therefor if directly attributable to the operations or work being performed thereon unless Damage by a cause not otherwise excluded ensues and then the Company will be liable only for such ensuing loss
  - (i) property more specifically insured
4. Damage to property which at the time of the happening of such Damage is insured by or would but for the existence of this Policy be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.
  5. Damage to boilers economizers tubings or other vessels machinery or apparatus in which pressure is used or their contents resulting from their explosion or rupture

#### **UNDER INSURANCE**

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

#### **DEDUCTIBLES**

This Policy does not cover the amounts the deductibles stated in the Schedule in respect of each and every loss as ascertained after the application of all other terms and conditions of the Policy including any Conditions of Average. Warranted that during the currency of the Policy the Insured shall not effect insurance in respect of the amounts of the deductibles stated in the Schedule.

#### **Industries, Seepage, Pollution and Contamination**

##### **Exclusion Clause**

This insurance does not cover any liability for:

- (a) Personal Injury or Bodily Injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph (a) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction to tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance.
- (b) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance.
- (c) Fines, penalties, punitive or exemplary damages

This Clause shall not extend this insurance to cover any liability which would not have been covered under this insurance had this clause not been attached.

#### **Infectious Disease Exclusion**

This policy shall exclude any claim in respect of death, bodily injury, illness of any person or damage to property arising directly or indirectly out of or caused by or in connection with infectious or contagious disease of any kind.

It is further understood that the Company shall not be liable for

- i) any payment for the investigation or defence of any loss
- ii) any cost or extra expense incurred

in relation to any kind of infectious or contagious disease either.

Subject otherwise to the terms, exceptions and conditions of this policy.

#### **Terrorism and Computer Risk Exclusion Clauses**

##### **War and Terrorism Exclusion Endorsement**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expenses 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.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) 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.

This is endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating (1) and/or (2) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

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

#### **IT Clarification Clause**

Property damage covered under this Agreement shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure. Consequently the following are excluded from this Agreement.

- (A) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage.

Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.

- (B) Loss of damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

#### **Terrorism Exclusion Clause for Contamination And Explosive**

It is agreed that, regardless of any contributory causes, this insurance does not cover any loss, damage, cost or expenses directly or indirectly arising out of

- a) Biological or chemical contamination
  - b) Missiles, bombs, grenades, explosives
- due to any act of terrorism.

For the purposes of the endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

For the purpose of a) "contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

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

#### **Toxic Mold Exclusion**

This policy does not insure loss or damage by mold, moss mildew, fungi, spores, bacterial infestation or any similar organism and wet or dry rot, whether directly or indirectly the result of a covered peril. This includes, but is not limited to, the cost for investigation, testing, remediation services, extra expense or business interruption. Such loss is excluded regardless of any other cause or event that continues concurrently or in any sequence to the loss. If loss otherwise covered by this Policy occurs and the cost of removal of debris is increased due to the presence of mold, moss, fungi, bacterial infestation, wet or dry rot and extremes of humidity, this Policy will only be liable for the costs of debris removal which would have been incurred had no such factors been present in, on or about the covered property to be removed.

#### **Total Asbestos Exclusion Clause**

It is hereby understood and agreed that this contract shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos in whatever form or quantity.

#### **Year 2000 Exclusion Clause**

##### **Memorandum**

For the purposes of this Memorandum the expression Computer Equipment shall mean any computer or other equipment or system for processing, storing or retrieving data and shall include but shall not be limited to any computer hardware, firmware or software, media, microchip, integrated circuit or similar device.

This Policy does not cover any loss damage or liability of whatsoever nature directly or indirectly caused by contributed to by or arising from the failure or inability of any Computer Equipment whether the property of the Insured or not and whether occurring before during or after the year 2000.

- i) correctly to recognize any date as its true calendar date.
- ii) to capture save or retain or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date.
- iii) to capture save or retain or correctly to process any data as a result of the operation of any command which has been programmed into any Computer Equipment being a command which causes the loss of data or the inability to capture save or retain or correctly to process such data on or after any date.

#### **Sanction Limitation And Exclusion Clause**

The Company shall not be deemed to provide cover and 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 the Company 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, The People's Republic of China / Hong Kong SAR or any jurisdiction or regulation or specific national law applicable to the Company or the Company's reinsurers panel.

#### **Rights of Third Parties Exclusion Clause**

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.

## **GENERAL CONDITIONS**

### **1. IDENTIFICATION**

This Policy and the Schedule (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they shall appear.

### **2. MISDESCRIPTION**

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

### **3. CANCELLATION**

This Insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the customary short period rate for the time the Policy has been in force. This insurance may also be terminated at the option of the Company on notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation.

### **4. FORFEITURE**

All benefit under this Policy shall be forfeited

- a. if any claim made under this Policy in any respect fraudulent or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy.

Or

- b. if any claim be made and rejected and an action or suit be not commenced within three months after such rejection, or (in case of an arbitration taking place in pursuance of Condition No. 7 of this Policy) within three months after the arbitrator or arbitrators or umpire shall have made their award.

### **5. SUBROGATION**

Any claimant under this Policy shall, at the expense of the Company do, and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

### **6. CONTRIBUTION**

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

### **7. ARBITRATION**

If the difference shall arise as to the amount to be paid under this Policy such difference shall independently of all other questions be referred to the decision of an arbitrator, to be appointed in writing by the parties in difference, or if they cannot agree upon a single arbitrator, to the decision of two disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required to do so in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators the decision shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or Umpire respectively; and in the event of the death of an arbitrator or Umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or Umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or Umpire making the award.

And it is hereby expressly stipulated and declared that it shall be a condition precedent to any rights of action or suit upon this Policy that the award by such arbitrator or Umpire of the amount of the loss or damage if disputed shall be first obtained.

### **8. ALTERATIONS AND REMOVALS**

Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage obtains the sanction of the Company signified by endorsement upon the Policy, by or on behalf of the Company.

- a. If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building or containing the insured property be changed in such a way as to increase the risk of loss or damage.
- b. If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than thirty (30) days.
- c. If the property insured be removed to any building or place other than that in which it is stated herein to be insured.
- d. If the interest in the property insured passes from the Insured otherwise than by will or operation of law.

### **9. CLAIMS**

If any event giving rise to or likely to give rise to a claim under this Policy comes to his knowledge the insured shall

- a. immediately
  - i. take steps to minimize the loss or damage and recover any missing property
  - ii. give notice in writing to the Company and

- iii. giving notice to the police if the event be theft or suspected theft or willful or malicious damage.
- b. within thirty (30) days or such further time as the Company may in writing allow deliver to the Company
  - i. a claim in writing for the loss or damage containing as particular an account as may be reasonably practical of all the several articles or items of property lost or damaged and the amount of loss or damage thereto respectively, having regard to their value at the time of the loss or damage
  - ii. particulars of all other insurances if any.

The Insured shall at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the loss or damage and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and any matters connected therewith.

#### 10. COMPANIES' RIGHTS

On the happening of any loss or damage to any of the property insured by this Policy the Company may

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

The powers conferred by this Condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under this Policy or, if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the Conditions of this Policy in answer to any claim.

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

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

#### 11. REPAIR AND REPLACEMENT

The Company may at its option, repair or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or may join with any other Company or Companies in so doing, but the Company shall not be bound to repair exactly or completely, but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in repair than it would have cost to repair such property as it was at the time of the occurrence of such loss or damage, nor more than the sum insured thereon.

If the Company so elects to repair or replace any property the Insured shall, at his own expense, furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done by the Company with a view to repair or replacement shall be deemed an election by the Company to repair or replace.

If in any case the Company shall be unable to repair or replace the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets, or the construction of buildings, or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be required to repair or replace such property if the same could lawfully be repaired to its former condition.

#### 12. TIME LIMIT

In no case whatever shall the Company be liable for any loss or damage after the expiration of twelve months from the happening of the loss or damage unless the claim is the subject to pending action or arbitration.

#### 13. REASONABLE PRECAUTIONS

The Insured shall maintain the property in a proper state of repair and take all reasonable precaution to prevent Damage thereto

#### 14. CYBER RISK EXCLUSION CLAUSE LMA5411

1. Notwithstanding any provision to the contrary within this insurance agreement or any endorsement thereto, this insurance agreement excludes any:

- 1.1 Cyber Loss;
- 1.2 loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data; regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. If the Insurer allege that by reason of this exclusion any loss, damage, liability, claim, cost or expense sustained by the Company is not covered by this insurance agreement, the burden of proving the contrary shall be upon the Company.

Definitions

3. 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.

4. Cyber Act means an unauthorized, malicious or criminal act or series of related unauthorized, 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.

5. Cyber Incident means:

- 5.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- 5.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

6. Computer System means:

- 6.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

7. 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.

#### THE BUILDING CONSTRUCTION CODE SPECIFIED IN THE SCHEDULE OF THIS POLICY SHALL BE DEFINED AS FOLLOWS:-

Construction of building(s) within the insured situation:

Class I (massive) &/or Class II (semi-massive) construction; Class III (inferior structure)

Class I (massive): walling & roofing construction of concrete brickwork and/or stonework all through.

Class II (semi-massive): construction all through of roofing by asbestos plate and/or metal-sheet in conjunction with close-ended walling frameworks and formworks of metal sheet concrete brick and/or stone.

Class III (inferior structure): structure other than those defined in class I and II construction above. Open storage shall be deemed as class III Construction for the purpose of this policy.

## Privacy Policy and Personal Information Collection Statement ("PICS")

China Ping An Insurance (HK) Co., Ltd (referred to hereinafter as the "Company") recognises its responsibilities in relation to the collection, holding, processing, use and/or transfer of personal data under the Personal Data (Privacy) Ordinance (Cap. 486) ("PDPO"). Personal data will be collected only for lawful and relevant purposes and all practicable steps will be taken to ensure that personal data held by the Company is accurate. The Company will take all practicable steps to ensure security of the personal data and to avoid unauthorised or accidental access, erasure or other use.

Please note that if you do not provide us with your personal data, we may not be able to provide the information, products or services you need or process your request.

### 1. PURPOSES FOR COLLECTING PERSONAL DATA

From time to time it is necessary for the Company to collect your personal data which may be used, stored, processed, transferred, disclosed or shared by us for the purposes ("Purposes") of the following:

- i) offering, providing and marketing to you the products/services of the Company, other companies of the Ping An Group ("our affiliates") or our business partners (please see further details in "Use and provision of personal data in direct marketing"), and administering, maintaining, managing and operating such products/services;
- ii) processing and evaluating any applications or requests made by you for products/services offered by the Company and our affiliates;
- iii) providing subsequent services to you, including but not limited to arranging contract of insurance, administering the policies issued, requests for addition, alternation or deletion of insurance benefits or insured members, setting up of direct debit facilities as well as cancellation, renewal, or reinstatement of insurance policies.
- iv) any purposes in connection with any claims made by or against or otherwise involving you in respect of any products/services provided by the Company and/or our affiliates, including but not limited to investigation, processing, adjudicating and defending insurance claims;
- v) detecting and preventing fraud (whether or not relating to the products/services provided by the Company and/or our affiliates);
- vi) designing products/services for customers;
- vii) conducting market research for statistical or other purposes;
- viii) matching any data held which relates to you from time to time for any of the purposes listed herein;
- ix) making disclosure as required by any applicable law, rules, regulations, codes of practice or guidelines or to assist in law enforcement purposes, investigations by police or other government or regulatory authorities in Hong Kong or elsewhere;
- x) conducting identity and/or credit checks and/or debt collection;
- xi) complying with the laws of any applicable jurisdiction;
- xii) carrying out other services in connection with the operation of the Company's business; and
- xiii) other purposes directly relating to any of the above.

### 2. TRANSFER OF PERSONAL DATA

Personal data will be kept confidential but the Company may, for the purposes set out in the above, transfer your personal data to:

- i) any of our affiliates, any person associated with the Company, any reinsurance company, claims investigation company, your broker, industry association or federation, financial institution in Hong Kong or elsewhere and in this regard you consent to the transfer of your data outside of Hong Kong;
- ii) any person (including private investigators) in connection with any claims made by or against or otherwise involving you in respect of any products/services provided by the Company and/or our affiliates;
- iii) any agent, contractor or third party who provides administrative, technology or other services (including direct marketing services) to the Company and/or our affiliates in Hong Kong or elsewhere and who has a duty of confidentiality to the same;
- iv) credit reference agencies or, in the event of default, debt collection agencies;
- v) any actual or proposed assignee, transferee, participant or sub-participant of our rights or business;
- vi) any government department or other appropriate governmental or regulatory authority in Hong Kong or elsewhere; and
- vii) the following persons who may collect and use the data only as reasonably necessary to carry out any of the Purposes specified above: adjusters and surveyors, agents and brokers, employers, health care professionals, hospitals, accountants, financial advisors, solicitors, organisations that consolidate claims and underwriting information for the insurance industry, fraud prevention organisations, other insurance companies (whether directly or through fraud prevention organisation or other persons named in this paragraph), the police and databases or registers (and their operators) used by the insurance industry to analyse and check data provided against existing data.

Transfer of your personal data will only be made for one or more of the Purposes specified above. Such information may be transferred to a place outside Hong Kong.

For our policy on using your personal data for marketing purposes, please see the section below "Use and provision of personal data in direct marketing".

Our website will record your visit to analyse the number of visitors and general usage situation, and some data will be collected through "Cookies". Cookies are a small piece of data file which can automatically install in the web browser of visitors computers for future searching. Cookies can enhance the website usage through your storage of individual preferences, and to provide you better online experience. Cookies is a collection of nameless collective statistical data, it does not include names or addresses or allow third parties to access your data through telephone, email or other ways. Most browsers have preset cookies functions. If you want to close cookies function or get notification before using Cookies, you can change your browser settings. However, this change may disable you to enter all interfaces of our website.

### 3. USE OF PERSONAL DATA IN DIRECT MARKETING

The Company intends to:

- i) use your name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data held by the Company from time to time for direct marketing;
- ii) conduct direct marketing (including but not limited to providing reward, loyalty or privileges programmes) in relation to the following classes of products and services that the Company, our affiliates, our co-branding partners and our business partners may offer:
  - a. insurance, banking, provident fund or scheme, financial services, securities and related products and services;
  - b. products and services on health, wellness and medical, food and beverage, sporting activities, membership, entertainment, spa and similar relaxation activities, travel and transportation, household, apparel, education, social networking, media and car related services;
- iii) the above products and services may be provided by the Company and/or:
  - a. any of our affiliates;
  - b. third party financial institutions;
  - c. the business partners or co-branding partners of the Company and/or affiliates providing the products and services;
  - d. third party reward, loyalty or privileges programme providers supporting the Company or any of the above listed entities.
- iv) in addition to marketing the above products and services, the Company also intends to provide the data described in (i) above to all and or any of the persons described in (iii) above for use by them in marketing those products and services, and the Company requires your written consent (which includes an indication of no objection for that purpose);

Before using your personal data for the purposes and providing to the transferees set out above, the Company must obtain your consent, and only after having obtained such consent, may use and provide your personal data for any promotional or marketing purpose.

You may in future withdraw your consent to the use and provision of your personal data for direct marketing.

If you wish to withdraw your consent, please inform us in writing to the address in the section on "Access and Correction of Personal Data".

### 4. ACCESS AND CORRECTION OF PERSONAL DATA

In accordance with the Ordinance, you have the right to check whether the Company holds personal data about you and if the Company holds such data, and to require the Company to provide a copy of such data (data access right) and to correct the data which is inaccurate. Requests for access and corrections or for information regarding policies and practices and kinds of data held by the Company should be made in writing to the Personal Data Privacy Officer of the Company at the following address or fax number:

China Ping An Insurance (HK) Co., Ltd.  
Personal Data Privacy Officer  
1901A, 19/F, NEO, 123 Hoi Bun Road, Kwun Tong, Kowloon  
Fax: (852) 2802 0018

The Company has the right to charge a reasonable administrative fee for the processing of any data access request.

The Company retains the right to change the PICS without prior notice.

In the event of any discrepancies between the English and Chinese versions of the PICS, the English version shall prevail. For more details, please visit <http://www.pingan.com.hk/about/privacy/lang/en>



## 私隱政策及收集個人資料聲明(「本聲明」)

中國平安保險(香港)有限公司(下稱“本公司”)明白其就《個人資料(私隱)條例》(香港法例第486章)(“條例”)收集、持有、處理、使用和/或轉移個人資料所負有的責任。本公司僅將為合法和相關的目的收集個人資料,並將採取一切切實可行的步驟,確保本公司所持個人資料的準確性。本公司將採取一切可行的步驟,確保個人資料的安全性,及避免發生未經授權或意外而擅自取得、刪除或另行使用個人資料的情況。

敬請注意,如果閣下不向本公司提供閣下的個人資料,我們可能無法提供閣下所需的資料、產品或服務,或無法處理閣下的要求。

### 1. 個人資料收集目的

本公司不時有必要收集閣下的個人資料,並可能就下列各項目的有關目的(目的)而供本公司使用、存儲、轉移、披露或共享該等個人資料:

- i) 向閣下推介、提供和營銷本公司、平安集團的其他公司(“平安關聯方”)或本公司的商業合作夥伴之產品/服務,以及提供、維持、管理和操作該等產品/服務;
- ii) 處理和評估閣下就本公司及平安關聯方所提供之產品/服務提出的任何申請或要求;
- iii) 向閣下提供後續服務,包括但不限於處理保單、管理已發出的保單、要求增加、更改或刪除保障項目或受保成員,訂立直接付款安排及保單取消、更新或復效申請;
- iv) 與就本公司和或平安關聯方提供的任何產品/服務而由閣下或針對閣下提出的或者其他涉及閣下的任何索賠相關的任何目的,包括索賠調查、處理、判定保險索償及就索償抗辯;
- v) 偵測和防止欺詐行為(無論是否與就由本公司及或平安關聯方提供的產品/服務有關);
- vi) 為客戶設計產品/服務;
- vii) 為統計或其他目的進行市場研究;
- viii) 不時就本條款所列的任何目的核對所持有的與閣下有關係的任何資料;
- ix) 作出任何適用法律、規則、規例、實務守則或指引所要求的披露或協助在香港或香港以外其他地方的警方或其他政府或監管機構執法及進行調查;
- x) 進行身份和或信用核查和/或債務追收;
- xi) 遵守任何適用的司法管轄區的法律;
- xii) 開展與本公司業務經營有關的其他服務;及
- xiii) 與上述任何目的直接有關的其他目的。

### 2. 個人資料的轉移

存於本公司的個人資料會保密,但本公司可能會向以下各方透露該等資料作本聲明上述所列出的用途:

- i) 位於香港或香港以外其他地方的任何平安關聯方、本公司的任何相關聯人士、任何再保險公司、索賠調查公司、閣下之保險經紀、行業協會或聯會或金融機構,以及就此方面而言,閣下同意將閣下的資料轉移至香港境外;
- ii) 與就本公司和或平安關聯方提供的任何產品/服務而由閣下或針對閣下提出的或者其他涉及閣下的任何索賠相關的任何人士(包括私家偵探);
- iii) 在香港或香港以外其他地方本公司和或平安關聯方提供行政、技術或其他服務(包括直接促銷服務)並對個人資料負有保密義務的任何代理、承包商或第三方;
- iv) 信貸資料機構或(在出現拖欠還款的情況下)追討欠款公司;
- v) 本公司權利或業務的任何實際或建議的承讓人、受讓方、參與者或次參與者;
- vi) 在香港或香港以外其他地方的任何政府部門或其他適當的政府或監管機關;及
- vii) 在有合理需要履行任何上述有關目的之情況下,以下人士:查勘及定損員、代理和經紀、僱主、醫護專業人士、醫院、會計師、財務顧問、律師、整合保險業申訴和承保資料的組織、防欺詐組織、其他保險公司(無論是直接地,或是通過防欺詐組織或本段中指名的其他人士)、警察、和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)。

閣下的個人資料將僅為上文中規定的個人或多個有關目的而被轉移。該等資料可能被轉移至香港境外。

如欲了解本公司為促銷目的使用閣下的個人資料的政策,請參閱下文“在直接促銷中使用及將其個人資料提供予其他人士”部份。

閣下到訪本網站時,網站會作紀錄,以分析網站的訪客人數及一般使用狀況,而當中部份資料將透過「Cookies」方式收集。Cookies是載有少量資料的檔案,自動儲存於訪客所用電腦內安裝的互聯網瀏覽器,可供本網站日後檢索。Cookies有助加強網站用途,透過儲存閣下對網站個別版面的喜好,以便我們為閣下營造更理想的線上體驗。Cookies收集的是不記名的集體統計資料,並不包括姓名或地址或能讓人透過電話、電郵或任何其他途徑聯絡閣下的資料。大部分瀏覽器版本均預設啟動Cookies的功能,如閣下欲關閉Cookies或於使用Cookies的功能前獲得通知,可更改瀏覽器的設定,但更改後閣下未必能進入本網站的所有版面。

### 3. 在直接促銷中使用個人資料

本公司有意:

- i) 使用本公司不時持有的閣下的姓名、聯絡資料、產品及服務的組合資料、交易模式及行為、財政背景及人口統計數據以進行直接促銷;
- ii) 就本公司,平安關聯方,本公司合作品牌夥伴及商業合作夥伴可能提供關於下列類別的服務及產品而進行直接促銷(包括但不限於提供獎賞、客戶或會員或優惠計劃):
  - a. 保險、銀行、公積金或公積金計劃、金融服務、證券和相關產品及服務;
  - b. 健康、保健及醫療、餐飲、體育運動及會員服務、娛樂、健身浴或類似的休閒活動、旅遊及交通、家居、服裝、教育、社交網絡、媒體的汽車有關服務;
- iii) 以上服務及產品將會由本公司及或以下機構提供:
  - a. 任何平安關聯方;
  - b. 第三方金融機構;
  - c. 本公司或平安關聯方的商業合作夥伴或合作品牌夥伴;
  - d. 向本公司或任何以上所列機構提供支援的第三方獎賞、客戶或會員或優惠計劃提供者;
- iv) 除由本公司促銷上述服務及產品外,本公司亦有意將上文(i)所述的資料提供予上文(iii)段部份所述的全部或任何人士,以供該等人士在促銷該等服務及產品中使用,而本公司為此目的須獲得客戶書面同意(包括表示不反對)。

在使用閣下的個人資料作上述所述的目的或提供予上文所述的人士之前,本公司須得到閣下的同意,及只在獲得閣下的同意後方可使用閣下的個人資料及提供予其他人士作任何推廣及促銷用途。

閣下日後可撤回閣下的同意,請發信至下文“個人資料的查閱及更正權利”部份所列的地址通知本公司。

### 4. 個人資料的查閱及更正權利

根據條例規定,閣下有權查詢本公司是否持有閣下的個人資料及要求索取該等資料的複本(查閱資料要求),並要求本公司就不準確的資料作出更正。閣下如欲行使有關權利,請以書面形式經以下聯絡方法向本公司的個人資料保障主任提出:

中國平安保險(香港)有限公司  
個人資料私隱主任  
香港九龍觀塘海濱道123號綠景NEO 19樓1901A室  
傳真: 2802 0018

根據條例,本公司有權就辦理任何查閱資料要求收取合理費用。

本公司保留修改本聲明的權利而不另行通知。

本聲明的中英文版本如有任何歧異或不一致,一概以英文版本為準。英文版本可於本公司網頁瀏覽 <http://www.pingan.com.hk/about/privacy/lang/en>。