



**MSIG Insurance (Hong Kong) Limited**  
9/F 1111 King's Road  
Taikoo Shing Hong Kong  
Tel: (852)2894 0555 Fax: (852)2890 5741  
Website: [www.msig.com.hk](http://www.msig.com.hk)

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## Marine Hull Policy

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WE, THE COMPANY, hereby agreed, in consideration of the payment to us by or on behalf of the Assured of the agreed premium, to insure against loss damage liability or expense to the extent and in the manner hereinafter provided.

<b>IMPORTANT</b> - Please read this Policy carefully upon receipt and promptly request for any necessary amendments.
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## Help in making a claim

MSIG Insurance (Hong Kong) Ltd. aims to give you peace of mind by providing an efficient and helpful claims service.

To ensure a claim runs smoothly we will need your assistance, so please take the time to read this section as it contains some useful guidance and sets out some of your duties and responsibilities.

It is important that you tell us everything you know about an incident that might give rise to a claim whether you think it is relevant or not, it might become important later.

### How to contact us

MSIG Insurance (Hong Kong) Ltd.,  
9/F.,  
1111 King's Road Road,  
Taikoo Shing,  
Hong Kong.

**Tel :** 852 28940660

**Fax :** 852 29029109

**E-mail:** [claimin@hk.msig-asia.com](mailto:claimin@hk.msig-asia.com)

Our office hours are 09:00 to 17:30 hours (Hong Kong Time) Monday to Friday excluding bank holidays. If you are calling our claims team outside of these hours you will automatically be transferred to our messaging service where you can give details of your loss or damage; we will then aim to respond to you by the next working day.

You can either download a claim form from our website at [www.msig.com.hk](http://www.msig.com.hk).

Should you require 'urgent assistance' outside of our office hours, please contact to your broker/agent, who will contact our Claims team for survey arrangement.

### Procedure

It is very important that we are immediately informed of any event that may lead to a claim under your policy. Therefore, when you contact us please also quote your policy number if you have it to hand.

We will forward a claim form to you for completion as soon as we are told of the incident; remember you can also download a claim form via our website at **[www.msig-asia.com](http://www.msig-asia.com)**

- This should be returned to us, fully completed, as soon as possible whether or not you intend to make a formal claim and we may ask you to obtain estimates for repairing any damage; and/or
- to obtain quotations for the replacement of any items lost or destroyed.

Any estimates or quotations should be sent to us without delay although we may also ask you to obtain alternative estimates. We may instruct a surveyor to inspect and/or investigate. Except in an emergency or to prevent any further damage, repair instructions should not be given without our prior agreement. When you are satisfied with the repairs, the invoice should be paid by you and the receipted invoices should then be forwarded to us for payment to you.

### Useful Information

- Please remember that the repair contract is between you and the contractor. Any instructions regarding either repair or replacement must come from you. However you must, seek our agreement in the first place.
- The claim may be subject to deductions in addition to any policy excess and the clauses in your policy wording should be read carefully so that you are fully aware of these (e.g. sails, covers and outboard motors).

### Helpful Advice

When loss or damage occurs you should act as if uninsured. This may seem unusual advice but it is most important that, in the event of any incident involving your vessel you must take all reasonable steps to minimise the loss.

### Own Damage

- Take immediate action to safeguard and protect any property from further damage or deterioration (this may include first aid to the engine).
- Enlist help (professional if necessary) if immediately required to safeguard and protect your boat and equipment.
- Try to agree a realistic charge or fee if a tow is required before acceptance.
- Retain and look after all broken/torn/damaged items for inspection.

### Damaged by a Third Party

- If racing, protest the Third Party if they did not accept a penalty. Obtain witness(es) statements.
- Obtain details of boat type/class/number/name/club and any witness(es) details in addition to the name(s) and address(es) of the helm and boat owner.
- If possible write down all the details and make a sketch of the site.

### Damage to Third Parties

- If a Third Party wishes to hold you liable for damage, provide them with our details, your name, policy number and boat details. You should acknowledge any correspondence and pass it on to us immediately.
- Do not make any admission of liability and do not make any offer of payment.

### Theft/Vandalism

- Any theft or malicious damage should be reported to the Police promptly.
- Keep a note of the Police Crime Reference Number.
- We will also need the serial numbers of any engines, tenders etc.
- Notify your club and police with full details of the theft/vandalism.

This 'Helpful Advice' section is intended to provide some guidance should you have to submit a claim under your policy. It does not form part of any policy wording or give any indication of acceptance of a claim.

## Policy Summary

The following summary contains some important information about your policy. It does not contain the full terms and conditions of your policy which can be found within the policy wording. You should review your insurance documentation regularly to ensure that the cover provided is adequate.

### About your policy

This is an "All Risks" 12 month policy or as shown on your Policy Schedule. This insurance is underwritten and administered by MSIG Insurance (Hong Kong) Ltd.

### Important features and benefits

- Sections A** All risks cover provided for loss, damage, theft of the Vessel, named mooring can be covered if it is specified in the **Policy Schedule**. War and Strikes risks are also covered except when the Vessel is on land.
- Section A 2.1** Outboard motors and tenders are covered (up to a maximum combined value of HKD3,500, without declaration to us (increased amount available on request)).
- Section A 2.4** Loss of or damage to the vessels main engine or attached gearbox caused by the failure of any component is covered. Please note the conditions (a), (b), (c) and (d) in this clause.
- Section B** Third party liability up to the limit stated on the **Policy Schedule**, including pollution liability as a result of accidental discharge up to a limit of HKD1,000,000 any one accident.
- Section C 1** Personal Belongings are covered for an amount not exceeding:
- Assured/family members/guests:
- HKD5,000 per article or set without declaration to us,
  - HKD50,000 per person for each accident,
  - HKD500,000 per accident,
- Fine Art is included up to HKD5,000 per article per accident (without declaration to us.)
- Cash is included subject to HKD3,000 per accident.
- Personal Belongings of crew is included subject to HKD3,000 per article/set, HKD10,000 per accident.
- Please note that this cover does not apply to vessels under 15ft in length overall as per **Section C 2.1**.
- Sections D** Emergency Medical Expenses up to a limit of HKD50,000 per person for each accident and subject to a maximum of HKD500,000 per accident. Day workers are included up to a limit of HKD10,000 per accident.
- Section E** Personal Accident for passengers on board the vessel is included up to a limit of HKD100,000 per person and not exceed HKD1,000,000 per accident.
- Section F** Damage to Masts, Spars, Sails and Riggings during racing is included if racing risk is extended under this section.
- Section G** No excess will be applied or loss of any no claims bonus for losses occurring whilst the vessel is in a purpose built marina either ashore or afloat on a berth.
- Section H** Additional protection for emergency towing not exceed HKD50,000 for each accident. Policy deductible does not apply.
- Section I** Agree to pay for reasonable cost incurred for bottom inspection after grounding up to HKD20,000 any one accident , even if damage is not found. Policy deductible does not apply.
- Section J 1.2** Cover is provided for the vessel to be navigated single handed by Assured, licensed skipper/crew within HK and for a period not exceed 8 consecutive hours when sailing outside HK waters.

**Section L 1.3** There will be no excess deducted for claims under Section B "Your Liability to Others".

**Section L 1.9** There will be no excess deducted for loss or damage claims caused by an uninsured third party.

### **Important and unusual exclusions and limitations**

**Section A 5.5** Theft of the tender is not covered if it does not have an identifiable mark.

### **Sections**

**A 5.7 & A 5.8** Conditions and restrictions apply for outboard motor theft cover. This includes telling us the serial number of the outboard motor in the event of an outboard motor theft claim, and specific conditions in respect of the security of the outboard motor and type of anti-theft device that must be used.

**Section A 5.10** Loss or damage as a result of gradual deterioration is excluded unless certain conditions can be met.

**Section A 5.14** Loss or damage as a result of frost is covered however; this is subject to certain conditions.

**Section F** There is no cover for the mast, spars, sails and rigging whilst the vessel is racing unless this has been agreed by us and it is shown in the policy schedule. Only races organized by yacht clubs are covered.

**Section K 1.9** There is no cover for any claim arising from fire or explosion on the vessel where the maximum designed speed of the vessel exceeds 17 knots if fitted with inboard machinery, unless:

- (a) the vessel is equipped in the engine room with a fire extinguishing system automatically operated; or
- (b) has controls at the steering position, or
- (c) has controls next to or adjacent to the engine room or engine space and tank space; and
- (d) all properly installed and maintained.

**Section K 1.10** Unless we have agreed it, cover for sinking or swamping whilst the vessel is left unattended afloat overnight is excluded if the vessel is less than 17 feet length overall and the maximum designed speed is in excess of 17 knots.

**Section L 3** Claims for outboard motors will be based upon the current market value at the time of the loss or the sum shown in the policy schedule, whichever is lower.

**Section N 1.2** The hull identification number, if the vessel has one, is required for all vessel theft claims.

### **How do you make a claim on this policy?**

If you need to make a claim, you should immediately contact us or your broker/agent by:

- Phone: 852 28940660
- E-mail: [claimin@hk.msig-asia.com](mailto:claimin@hk.msig-asia.com)
- Writing to us at: 9/F., 1111 King's Road, Taikoo Shing, Hong Kong.
- Fax: 852 29029109
- Claim form can be downloaded from our website at : [www.msig.com.hk](http://www.msig.com.hk)

Further information can be found in the 'Help in making a claim' section of this policy booklet.

### **How do you cancel your policy throughout the term of the policy?**

You may cancel your policy at any time by contacting us or your broker/agent. Providing that you have not made a claim on this policy, we will refund the premium less the proportionate amount for the time you were on cover, the minimum premium we will charge will be HKD3,000.



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### Can we cancel your policy?

We may cancel your policy at any time where there is a valid reason subject to giving you or your broker 30 days' notice in writing. Valid reasons for cancelling your policy including but not limited to:

- non-payment of premium;
- non-cooperation / failure to provide information; and
- reasonable suspicion of fraud.

We will refund the premium less the proportionate amount for the time you were on cover, the minimum premium we will charge will be HKD3,000. However, if a valid claim is incurred or paid during the insured period, no refund of premium will be arranged.

For War and Strikes risks covered under Section A, either party (**You** and **Us**) may cancel the coverage by giving 7 days' notice in writing or coverage is terminated automatically as per scenarios mentioned in the Institute Notice of Cancellation, Automatic Termination of Cover and War and Nuclear Exclusions Clause – Hulls.

### How do you complain?

We take pride in the service provided to you, however, if you are unhappy with any aspect of the handling of your insurance or claim, you can contact us at the following :

Tel : 852 28940660

Fax : 852 29029109

Email : [claimin@hk.msig-asia.com](mailto:claimin@hk.msig-asia.com)

## Important Client Information

### Taking care of your vessel

Remember that your policy is not a maintenance contract. It is up to you to ensure that all measures are taken to maintain your vessel and machinery.

### Important Notice

The amount we have insured your vessel for is the agreed value of the vessel. If the information you have provided about the value of the vessel (including the price you bought it for) is false your insurance cover may not be valid and we may refuse to pay your claim.

The terms of your policy and premium are based on the information you have provided to us. You must ensure that all facts given are correct and you must contact us immediately if there are any changes to the information you have provided or at any time you discover that the information is incorrect. Examples include, but are not limited to:

- changes in conditions, market value or use of the vessel;
- criminal charges or convictions of any person having an interest in the vessel; and
- change in the mooring location or type of mooring for the vessel.

A failure to provide full and accurate information may invalidate your policy and may result in all or part of a claim not being paid. If you are in any doubt please contact us.

### Language

Unless otherwise agreed in writing the language of your policy and any communication throughout the duration of the policy will be in English.

### Law and Jurisdiction

Your policy shall be governed by and construed in accordance with law of Hong Kong S.A.R. and the courts of Hong Kong S.A.R. shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with your policy, or its subject matter or formation (including non-contractual disputes or claims) unless specifically agreed to the contrary.

### Data Protection Notice

To consider your request for insurance cover or administer subsequent dealings in respect of your policy we must process your personal data and where appropriate your "sensitive" personal data and in doing this we will comply with the provisions of the Personal Data (Privacy) Ordinance. We may check and/or pass some or all of the personal information we obtain in connection with your policy or claim to our appointed service providers in order to administer the policy or for underwriting and claims handling purposes. We may also pass some or all of the personal information to regulatory or other organisations, so that we can comply with our obligations; and to databases and fraud prevention agencies.

In particular, in order to provide and maintain your insurance cover, we will pass your information to the our reinsurers who provides support to this insurance.

### Telephone Recording

Please note that calls may be recorded for training and monitoring purposes.

### Premiums and Claims

All premiums and claims are handled by MSIG Insurance (Hong Kong) Ltd.

### Marketing

Your details may be used by us to provide marketing information which we feel may be relevant and of interest to you. Please contact us if you do not wish to receive such communications. Your details will not be shared with any third party for marketing purposes.





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### **Contacting us**

We are only able to discuss your policy with the person(s) shown in the policy schedule or the broker/agent placing this insurance. If you require someone else to deal with your policy on your behalf, please contact us on 852 28940555 or in writing to our address shown on the top of the page.

### **Comments about our service**

If you have any comments about our service please feel free to write to us or leave your comments under Customer Feedback at our website at [www.msig.com.hk](http://www.msig.com.hk)

## All Risks Policy Wording

### Definitions

The words below, where they appear in **bold** text throughout this document, have the following meaning:

**Policy Schedule** – the document issued to **You** by **Us** entitled “**Policy Schedule**” which details coverage, values and additional limitations.

**Constructive Total Loss** – where the cost of replacement or repair of the **Vessel** exceeds the **Sum Insured**.

**Gradual Deterioration** – the gradual degradation of the **Vessel** caused by wear and tear, rust, rot, oxidation, corrosion, electrolytic or galvanic action, wasting or weathering.

**Latent Defect** – a hidden flaw, weakness or imperfection in the design, manufacture or build of the **Vessel** that is not apparent by routine inspection and is not a result of **Gradual Deterioration** or a lack of maintenance.

**Machinery** – includes but is not limited to main or auxiliary engines including outboard motors, gearboxes, starter motors, alternators, electrical and mechanical equipment, cables and fittings, hydraulic equipment, piping and fittings, boilers, shafts, exhaust systems, generators, air conditioning equipment, tanks, pumps and water makers.

**Maximum Designed Speed** – the maximum speed that the **Vessel** is designed to achieve under power as stated by the **Vessel** manufacturer with the particular engine fitted.

**Personal Belongings** – items of a personal nature that **You** own and use specifically for the **Vessel** that would not normally be sold with the **Vessel**.

**Policy** – the policy of insurance represented by this document together with the **Policy Schedule**.

**Sum Insured** – the value of the **Vessel**, or other insured property as specified in the **Policy Schedule**.

**Total Loss** – the **Vessel** is irretrievably lost or destroyed.

**Vessel** – the **Vessel** described in the **Policy Schedule** including her hull, **Machinery**, gear and equipment, tender and road trailer that are specified or are part of the original purchase of the **Vessel** and included within the **Sum Insured** shown in the **Policy Schedule**.

**We, Us** and **Our** means **MSIG Insurance (Hong Kong) Ltd.**

**You, Your** and **Yours** means the individual, company or other organisation named as the insured in the **Policy Schedule**.

### Interpretations

Headings are included in this document for ease of reference only and shall not affect the interpretation of the **Policy**.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

## Section A – Vessel

**\*This policy can be extended to cover loss or damage to the named mooring if it is specifically included in the Policy Schedule.**

### What is covered

- 1 Whilst ashore or afloat, being lifted, hauled out or launched, the **Vessel** is covered for losses arising from:
  - 1.1 all risks of accidental damage;
  - 1.2 theft;
  - 1.3 fire and/or explosion;
  - 1.4 acts of piracy;
  - 1.5 acts of vandalism;
  - 1.6 deliberate damage (not caused by **You**);
  - 1.7 **Latent Defect**, excluding the cost or expense of repairing or replacing the defective part; and
  - 1.8 electrolysis caused by a sudden and identifiable cause.
- 2 Whilst ashore or afloat, being lifted, hauled out or launched, the **Vessel** is also covered for:
  - 2.1 accidental loss or damage to the outboard motor and tender (up to a maximum combined value of HKD3,500) or as shown in the **Policy Schedule**;
  - 2.2 accidental loss or damage as a consequence of a failure or breakdown of **Machinery**;
  - 2.3 accidental loss or damage as a consequence of **Gradual Deterioration**, subject to the exclusions in clause 5.10 of this Section A; and
  - 2.4 loss of or damage to the **Vessel's** main engine or attached gearbox caused by the failure of any component, provided that:
    - (a) the engine or attached gearbox is less than 7 years old from the date of first manufacture;
    - (b) is professionally installed;
    - (c) the **Maximum Designed Speed** of the **Vessel** is under 17 knots; and
    - (d) **You** can provide written evidence that all the manufacturer's maintenance recommendations have been carried out.

This cover under clause 2.4 does not extend to the outboard motor or the cost of replacing or repairing the failed component.
- 3 **You** are also covered for:
  - 3.1 salvage charges including towage or assistance costs incurred by **You** to prevent or minimise a loss covered by the **Policy**; and
  - 3.2 charges incurred to prevent or minimise a loss covered by the **Policy**.
- 4 **You** are also covered for loss or damage as a consequence of war and strikes (only for risks covered by this policy except when the Vessel is on land) subject to exclusions under clause 8 below. War and strikes risks shall include:
  - 4.1 Civil war, revolution, rebellion, insurrection, or civil strife arising therefrom;
  - 4.2 Strikes, lockouts, political or labor disturbances, civil commotions, riots, martial law, military or usurped power;
  - 4.3 Use of any mine, bomb or torpedo not carried on board of the insured vessel;

- 4.4** Malicious acts or vandalism;
- 4.5** Hostilities or warlike operations (whether there be a declaration of war or not) but this paragraph (4.5) shall not include collision or contact with aircraft, rockets or similar missiles, or with any fixed or floating object, or stranding, heavy weather, fire or explosion unless caused directly by a hostile act by or against a belligerent power which act is independent of the nature of the voyage or service which the Vessel concerned or, in the case of a collision, any other vessel involved therein, is performing. As used herein, "power" includes any authority maintaining naval, military or air forces in association with a power.

### What is not covered

- 5** No cover is provided in respect of loss or damage as a result of:
- 5.1** any reduction in the value of the **Vessel** as a consequence of damage and/or repair;
  - 5.2** previously unrepaired damage to the **Vessel** in the event of a subsequent **Total Loss** or **Constructive Total Loss**, or the cost of temporary repairs (except where required to prevent or minimise a loss);
  - 5.3** the cost of making good any defect arising from any repair, alteration or maintenance work carried out on the **Vessel**;
  - 5.4** the cost of making good any fault or error in design or construction;
  - 5.5** theft of a tender that does not have an identifiable mark;
  - 5.6** theft of gear and equipment, unless removed by force from the **Vessel** (provided the gear and equipment was securely fixed to the **Vessel**), a locked cabin or locker or locked storage;
  - 5.7** theft of any outboard motor whose serial number **You** do not provide **Us** with in the event of a claim;
  - 5.8** theft of the outboard motor unless from a locked cabin or locker, locked storage, locked vehicle, or secured to the **Vessel** or her tender by an anti-theft device specifically designed and marketed for the purpose in addition to its normal method of attachment;
  - 5.9** theft of the trailer and any insured items attached to it, including the **Vessel**, unless the trailer has been locked with a wheel clamp, or is stolen from a locked building or a marina club with security guard/check;
  - 5.10 Gradual Deterioration** unless it could not have been identified by routine inspection and could not have been prevented by servicing, maintenance or replacement in accordance with the relevant manufacturer's instructions, or generally accepted practice and advice from a vessel repairer or a qualified marine surveyor who is a member of their relevant professional surveying body;
  - 5.11** osmosis, barnacle growth or fungal growth;
  - 5.12** incursion of water into the **Vessel** unless sudden and unforeseen, or accidental;
  - 5.13** gradual accumulation of rainwater or snow in or on the **Vessel** unless resulting from sudden, rare and extreme weather conditions; or
  - 5.14** frost and/or freezing of the **Vessel** unless **You** can provide evidence that **You** have taken all necessary preventative measures including, but not limited to, compliance with all manufacturer's recommendations or where manufacturer's recommendations do not exist; acting on the advice of a qualified marine engineer including the correct use of anti-freeze.
- 6** **You** are also not covered for loss of or damage to:
- 6.1** the **Vessel's** sails as a result of them being split by the wind or blown away whilst in use, unless the spars they are attached to are damaged at the same time;
  - 6.2** a jet drive or jet propulsion unit as a result of ingestion, in respect of personal water craft only; or
  - 6.3** consumables, which are goods used by **You** that must be replaced regularly because they wear out or are used up including, but not limited to, food, drink, paint, varnish, lubricants and fuel.

**7 You** are also not covered for:

- 7.1** the cost of repairs or replacement to the **Machinery** directly caused by **Latent Defect** or mechanical breakdown, unless cover is provided under Section A 2.4; or
- 7.2** the mast, spars, sails and rigging whilst the **Vessel** is racing unless this has been agreed by **Us** and it is shown in the **Policy Schedule**, in which case cover is extended under Section F.

**8 Under the War and Strikes cover, You** are not covered for loss, damage or expenses caused by, resulting from, or incurred as a consequence of:

- 8.1** Outbreak of war (whether there be a declaration of war or not) between any of the following countries:  
United States, United Kingdom, France, Russia or the People's Republic of China;
- 8.2** Delay or demurrage;
- 8.3** Requisition or preemption;
- 8.4** Arrest, restraint or detainment under customs or quarantine regulations and similar arrests, restraint or detainment not arising from actual or impending hostilities;
- 8.5** Capture, seizure, arrest, restraint, detainment, or confiscation by the Government of the country in which the Vessel/Boat is owned or registered.

***Please note that all other conditions in [Section J](#), exclusions in [Section K](#) and General Excesses and Deductions in [Section L](#) apply in every case.***

## Section B – Your Liability to Others

### What is covered

- 1 Cover is provided for any sums (up to the amount stated in the **Policy Schedule**) that **You**, or anyone in charge of the **Vessel** with **Your** consent, are legally liable to pay arising out of **Your** interest in the **Vessel**, resulting from:
  - 1.1 damage to any other vessel or property;
  - 1.2 death or injury;
  - 1.3 pollution in case of accidental discharge; and
  - 1.4 other financial losses.
- 2 In addition **We** will also pay for:
  - 2.1 legal costs incurred or required to be paid when settling or defending a claim, subject to **Our** prior written consent; and
  - 2.2 fees and/or expenses incurred in respect of attendance at any official enquiry, subject to **Our** prior written consent.
- 3 The indemnity payable shall be limited to the amount specified in the **Policy Schedule** in respect of any one accident, or series of accidents arising out of the same event.

### What is not covered

- 4 No cover is provided in respect of:
  - 4.1 the cost that **You** may be legally liable to pay for the removal and/or disposal of the **Vessel** if:
    - (a) there is no accidental damage to the **Vessel**; or
    - (b) the damage to the **Vessel** is not wholly or substantially covered by the **Policy**.
  - 4.2 any liability for accidents or illness to any person engaged by **You** in connection with the **Vessel** under a contract of employment;
  - 4.3 any liability to third parties admitted, accepted or agreed without **Our** consent;
  - 4.4 any liability to third parties whilst the **Vessel** is being used for water-skiing, towing of water toys, aquaplaning or similar activity unless:
    - (a) **We** have agreed to such activity and the amount of liability for this is shown in the **Policy Schedule**;
    - (b) the water toys are of professional design and manufacture; and
    - (c) the water toys are operated exactly in accordance with the manufacturer's instructions regarding the maximum number of riders, their size and weight and speed of operation.
  - 4.5 any liability arising whilst the **Vessel** is used for or in connection with parascending or other similar activity;
  - 4.6 any liability to third parties while the **Vessel** is attached to, carried on or towed by a motor vehicle or has become unintentionally detached from a motor vehicle; or
  - 4.7 any liability to any person if they or anyone else has paid for them to be on-board the **Vessel**, unless cover has been extended in accordance with Section K 1.2.

**Please note that all other conditions in Section J, exclusions in Section K and General Excesses and Deductions in Section L apply in every case.**

## Section C – Personal Belongings

### What is covered

- 1 Whilst on board the **Vessel**, **Your Personal Belongings** (Fine Art and cash included) are covered for an amount not exceeding the limits as shown in the **Policy Schedule** for:
  - 1.1 all risks of accidental loss or damage;
  - 1.2 theft;
  - 1.3 fire and/or explosion;
  - 1.4 acts of piracy; and
  - 1.5 acts of vandalism.

### What is not covered

- 2 No cover is provided in respect of:
  - 2.1 **Personal Belongings** in relation to any **Vessel** under 15 feet in length overall;
  - 2.2 any single item of **Personal Belongings** in excess of article limit stated on the **Policy Schedule** unless agreed by **Us**;
  - 2.3 jewellery, debit/credit cards, eyewear, mobile personal electronic devices and other forms of computer equipment unless agreed by **Us**;
  - 2.4 breakage of articles of a fragile or brittle nature;
  - 2.5 **Personal Belongings** insured under any other policy of insurance; or
  - 2.6 theft of **Personal Belongings** unless taken by force from the locked **Vessel** or from a locked cabin.

*Please note that all other conditions in **Section J**, exclusions in **Section K** and General Excesses and Deductions in **Section L** apply in every case.*

## Section D – Emergency Medical Expenses

### What is covered

- 1 Cover is provided for the cost of emergency medical expenses, up to a maximum of HKD50,000 per person, incurred by **You**, **Your** family and guests in respect of injuries suffered as a result of an accident whilst on board the **Vessel** with **Your** permission, but subject to a maximum of HKD500,000 for each accident/occurrence/event.
- 2 Cover is provided for the cost of emergency medical expenses for day workers who are not permanent employees of the Assured up to a maximum of HKD10,000 per accident in respect of injuries suffered as a result of an accident whilst on board of the **Vessel** with **Your** permission.

### What is not covered

- 1 No cover is provided in respect of anyone employed or paid to be on the **Vessel** other than cover provided in point 2 above.

*Please note that all other conditions in **Section J**, exclusions in **Section K** and General Excesses and Deductions in **Section L** apply in every case.*

## Section E – Personal Accident

### What is covered

- 1 **We** shall pay the amount specified in the **Policy Schedule** to **You** or anyone on board the **Vessel** with **Your** permission who has an accident whilst on board or whilst getting on or off the **Vessel**, which results in:
  - 1.1 death;
  - 1.2 physical severance or permanent loss of use of the entire arm, hand, leg and/or foot;
  - 1.3 permanent loss of sight of one or both eyes; or
  - 1.4 a permanent total disability which has lasted at least 52 weeks post incident and which prevents or precludes any gainful employment and where the medical advisors that **We** may appoint confirm that the disability will not improve.

### What is not covered

- 2 No cover is provided in respect of:
  - 2.1 anyone employed or paid to be on the **Vessel**; or
  - 2.2 anyone making a claim against **You** that is covered under Section B of the **Policy**.

*Please note that all other conditions in **Section J**, exclusions in **Section K** and General Excesses and Deductions in **Section L** apply in every case.*

## Section F – Racing

### What is covered

- 1 Whilst the **Vessel** is racing, and this has been agreed by **Us** and it is shown in the **Policy Schedule**, cover is provided for races organized by yacht clubs:
  - 1.1 loss or damage to mast, spars, sails and rigging;

### What is not covered

- 2 Whilst the **Vessel** is racing no cover is provided for:
  - 2.1 the **Vessel** if it is not a sailing vessel;
  - 2.2 the excess stated in Section L 6.

*Please note that all other conditions in **Section J**, exclusions in **Section K** and General Excesses and Deductions in **Section L** apply in every case.*

## Section G – Marina Benefits

- 1 In the event of a loss covered by the **Policy** occurring while the **Vessel** is in a purpose built marina either ashore or afloat on a berth, **We** will not apply the **Policy** excess and **You** will not lose **Your** no claims discount.



## Section H – Emergency Towing

- 1 **We** agreed to provide additional protection in the event there is an emergency situation where **You** and the **Vessel** are not in imminent danger. We agreed to reimburse reasonable cost incurred up to HKD50,000 any one accident or occurrence without deducting policy excess, resulting from the following services to the **Vessel** if help is not available and commercial assistance must be obtained:
  - 1.1 Towing to the nearest place where necessary repairs can be made;
  - 1.2 Delivery of gas, oil, parts or battery (excluding the cost of these items themselves) or emergency labour, while away from safe harbour.

## Section I – Bottom Inspection

- 1 **We** agreed to pay for reasonable cost incurred for inspecting the **bottom** of the **Vessel** after grounding, even if no damage be found without application of any deductible, but the maximum amount payable for bottom inspection will be limited to HKD20,000 for any one accident or occurrence.

## Section J – General Conditions that apply to the whole Policy

- 1 **You** must comply with all of the following conditions:
  - 1.1 If **You** give permission for someone else to be in charge of the **Vessel**, **You** must take steps to ensure that they are qualified under the Merchant Shipping (Local Vessels) Ordinance of Hong Kong S.A.R for navigating and have not less than two years' experience in navigating similar type of Vessels.
  - 1.2 The **Vessel** must not be navigated single-handed by anyone for a period in excess of 8 consecutive hours outside the Territorial Waters of Hong Kong S.A.R.
  - 1.3 **You** must maintain the **Vessel**, machinery, gear and equipment in a proper state of repair and seaworthiness for the use intended with due diligence.
  - 1.4 **You** must not make any commitment on **Our** behalf without **Our** prior agreement.
  - 1.5 The **Vessel** and the manner in which it is used or operated must comply with all statutory and local regulations or licencing conditions, as are applicable.
  - 1.6 **You** must not use or allow the **Vessel** to be used for any unlawful purpose.
  - 1.7 When typhoon signal no. 3 or above is issued by the Hong Kong Observatory, the **Vessel** must be securely moored at her mooring location stated in the **Policy Schedule** or Hong Kong government approved typhoon shelters in Hong Kong with proper precautionary measures taken to avoid the breaking free of the mooring or flooding of rain water; if the **Vessel** is out sailing at the time typhoon signal is issued, the **Vessel** must immediately return to her mooring or proceed immediately to the nearest government approved typhoon shelter in Hong Kong and shall remain there until such signal has been lowered.

If the vessel is outside Hong Kong territorial waters at the time of a typhoon/cyclone/hurricane warning is issued by the local authority, **You** or **Your representative** shall immediately undertake all reasonable measures to adequately secure the Vessel and/or its equipment at an approved marina or typhoon shelter or a safe mooring/sheltered area if no marinas or typhoon shelters nearby.
  - 1.8 If under the terms and conditions of this **Policy**, right of any person indemnified by this **Policy** or other person to recover an amount under or by virtue of the provisions of the Merchant Shipping Ordinance of Hong Kong S.A.R., **You** shall repay to **Us** all sums paid by **Us** which **We** should not liable to pay but for the said provisions.
  - 1.9 When a claim is settled, Assured is required to subrogate all rights and remedies in respect of recovery against third parties to MSIG Insurance (Hong Kong) Ltd and the residual value of the damaged

parts/hull/machinery/wreck/marina mooring and related debentures will be retained by MSIG Insurance (Hong Kong) Ltd or deducted from the claim amount if a total loss or constructive total loss of such insured parts/hull/machinery/wreck/marina mooring is settled. Assured shall cooperate with MSIG Insurance (Hong Kong) Ltd. and our appointed surveyors and/or adjustors and/or engineers and/or solicitors in minimizing the extent of loss and damage, lost adjusting, recovery actions and legal proceedings against third parties.

**1.10 Exclusion of Rights under Contracts (Rights of Third Parties) Ordinance:**

Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms of this Policy.

## **Section K – General Exclusions that apply to the whole Policy**

**1 You** are not covered for any claim arising:

- 1.1** while the **Vessel** is outside the cruising range shown in the **Policy Schedule**, unless required to safeguard the **Vessel**, **You** or **Your** guests;
- 1.2** when the **Vessel** is being used for charter, hire or commercial letting unless agreed by **Us**;
- 1.3** while the **Vessel** is under **Refit** or **Repair** other than normal maintenance. Any Hot Work during normal maintenance must be notified and agreed by **Us** in advance.
- 1.4** from any act or omission of the person in charge of the **Vessel** if they were impaired following the consumption of alcohol or drugs;
- 1.5** from terrorism (unless cover is obligatory by law);
- 1.6** from lawful arrest, restraint or detainment of the **Vessel**;
- 1.7** from ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel including:
  - (a) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
  - (b) any weapon or device employing atomic or nuclear fission or fusion or other like reaction or radioactive force or matter; and
  - (c) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

**Note:** Exclusion 1.7 does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or similar peaceful purposes.
- 1.8** from any chemical, biological, bio-chemical, or electromagnetic weapon;
- 1.9** from fire or explosion on the **Vessel** where the **Maximum Designed Speed** of the **Vessel** exceeds 17 knots if fitted with inboard **Machinery**, unless:
  - (a) the **Vessel** is equipped in the engine room or engine space and tank space with a fire extinguishing system automatically operated; or
  - (b) has controls at the steering position; and/or
  - (c) has controls outside and/or adjacent to the engine room or engine space; and
  - (d) all properly installed and maintained in efficient working order.
- 1.10** from sinking or swamping whilst the **Vessel** is left unattended afloat overnight if the **Vessel** is less than 17 feet length overall and the **Maximum Designed Speed** is in excess of 17 knots, unless agreed by **Us**.

**2 You** are also not covered for:

- 2.1** loss of use of the **Vessel**, loss of profits or loss of value;

- 2.2 the cost of travel expenses and temporary accommodation;
  - 2.3 indirect losses unless specifically covered elsewhere in the **Policy**;
  - 2.4 punitive or exemplary charges or any costs resulting from any criminal proceedings;
  - 2.5 loss or damage to **Your** moorings, unless agreed by **Us**; or
  - 2.6 Financial loss or depreciation in value simply due to damage or loss of debentures/shares/documents, financial default or solvency of marina club.
  - 2.7 racing, if the **Vessel** is not a sailing vessel.
- 3 Standard Exclusions under the following clauses:**
- 3.1 Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause 10/11/03
  - 3.2 Institute Cyber Attack Exclusion Clause 10/11/03
  - 3.3 Institute Pollution Hazard Clause (A) 1/8/73
  - 3.4 Asbestos Exclusion Clause
  - 3.5 Sanction Limitation and Exclusion Clause - revised LMA3100 (MSIG version)
  - 3.6 Marine Hull – Electronic Date Recognition Endorsement

## Section L – General Excesses and Deductions that apply to the whole Policy

- 1. The excess stated in the **Policy Schedule** will be deducted from all claims except in respect of claims:
  - 1.1 for **Total Loss**;
  - 1.2 for **Constructive Total Loss**;
  - 1.3 under Section B “Your Liability to Others”;
  - 1.4 under Section D “Emergency Medical Expenses”;
  - 1.5 under Section E “Personal Accident”;
  - 1.6 under Section H “Emergency Towing”;
  - 1.7 Under Section I “Bottom Inspection”;
  - 1.8 for costs incurred solely to prevent or minimise a loss; and
  - 1.9 for loss or damage caused by an uninsured third party.
- 2. Prior to the deduction of the excess, and except in the case of a **Total Loss** or **Constructive Total Loss**, **We** will reduce the amount **We** will pay by no more than 30% if repairing or replacing would restore the following items to a better condition than prior to the loss or damage:
  - (a) protective covers and canopies;
  - (b) **Machinery** (excluding outboard motor), batteries and tenders;
  - (c) paintwork or other surface finish;
  - (d) upholstery and soft furnishings; or
  - (e) mast, spars, sails, standing and running rigging.
- 3. Claims for outboard motor will be paid based upon the current market value at the time of the loss or the sum shown in the **Policy Schedule**, whichever is lower.
- 4. Claims for outboard motor and tender will be subject to a HKD1,000 excess or the excess amount shown in the **Policy Schedule**, whichever is higher.

- 5 Claims for **Personal Belongings** will be subject to a HKD2,500 excess or the excess amount shown in the **Policy Schedule**, whichever is higher.
- 6 Whilst the **Vessel** is racing and this has been agreed by **Us** and it is shown in the **Policy Schedule**, an excess of 1% of the Hull, Machinery, Gear and Equipment of Sum insured or HKD3,000, whichever is greater will be applied, this will be in addition to the normal excess stated in the **Policy Schedule**. An excess for Masts, Spars, Sails and Riggings during racing as shown in the **Policy Schedule** will be applied, but increased excess is not applicable to **Vessels** under 17 feet in length overall.

## Section M – Cancellation

- 1 **You** may cancel the **Policy** at any time by contacting **Us** or **Your** broker/agent.
- 2 **We** may cancel **Your Policy** at any time where there is a valid reason, subject to giving **You** or **Your** broker 30 days' notice in writing. Valid reasons for cancelling **Your Policy** include:
  - non-payment of premium;
  - non-cooperation / failure to provide information; and
  - reasonable suspicion of fraud

**We** will refund the premium less the proportionate amount for the time **You** were on cover (the minimum premium **We** will charge will be HKD3,000.
- 3 For War and Strikes risks covered under Section A, either party (**You** and **Us**) may cancel the coverage by giving 7 days' notice in writing or coverage is terminated automatically as per scenarios mentioned in the Institute Notice of Cancellation, Automatic Termination of Cover and War and Nuclear Exclusions clause – Hulls.
- 4 The **Policy** may be cancelled at any time by mutual agreement.
- 5 Should the **Vessel** be sold or transferred to a new owner, or where the **Vessel** is owned by a company or other organisation should there be a change in the controlling interest of that organisation, this **Policy** will cease automatically from the time of that sale, transfer or change.
- 6 There will be no refund of premium if a claim has been incurred (not declined) or paid during the insured period.

## Section N – Claims

- 1 In the event of any incident that may give rise to a claim **You** must:
  - 1.1 tell **Us** as soon as possible; and
  - 1.2 in the event of the theft of the **Vessel**, tell **Us** the hull identification number if the **Vessel** has one;
  - 1.3 take all possible steps to limit further loss or damage to the **Vessel**;
  - 1.4 in the event of theft or malicious damage, obtain a crime reference number from the police;
  - 1.5 assist **Us** and anyone else **We** appoint, such as surveyors and solicitors, as much as possible with the investigation and handling of **Your** claim; and
  - 1.6 not authorise any repairs or replacements for which a claim is made without **Our** prior approval except where necessary to minimise further loss or damage.
- 2 **We** have the right to settle any claim made against **You** by a third party.
- 3 **We** have the right to bring a claim or legal proceedings in **Your** name in order to recover any sums **We** have paid.
- 4 **We** may replace the **Vessel** or any insured item with one of similar age, type or condition even if the appearance is not the same.
- 5 **We** will not pay the cost of replacing any undamaged item or parts in order to match parts that have been repaired or replaced as a result of a claim under the **Policy**.



**MSIG Insurance (Hong Kong) Limited**  
9/F 1111 King's Road  
Taikoo Shing Hong Kong  
Tel: (852)2894 0555 Fax: (852)2890 5741  
Website: www.msig.com.hk

- 6** We will not pay more than the **Sum Insured** for any item listed in the **Policy Schedule** less any applicable excess or other deduction stated in Section L, subject to the terms and conditions of the **Policy**.

## Section O – Law

This policy is subject to the law and jurisdiction of Hong Kong S.A.R.

## Section P – Complaints

MSIG Insurance (Hong Kong) Ltd. aims to ensure all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing **You** with the highest standard of service.

If **You** have any questions or concerns about **Your Policy** or the handling of a claim **You** should, in the first instance, contact MSIG Insurance (Hong Kong) Ltd. or **Your** broker/agent where applicable. In the event that **You** remain dissatisfied and wish to make a complaint, **You** can do so at any time. Making a complaint does not affect any of **Your** legal rights. Please contact us at:

MSIG Insurance (Hong Kong) Ltd.,  
9/F.,  
1111 King's Road Road,  
Taikoo Shing,  
Hong Kong.  
Tel : 852 28940555  
Fax : 852 29029541

## **Appendix - Standard Clauses**

**(attaching to and forming part of this Policy)**

### **Institute Notice of Cancellation, Automatic Termination of Cover and War and Nuclear Exclusion Clause – Hulls**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

- 1 **Cancellation**  
Cover hereunder in respect of the risks of war, etc. may be cancelled by either the Underwriters or the Assured giving 7 days notice (such cancellation becoming effective on the expiry of 7 days from midnight of the day on which notice of cancellation is issued by or to the Underwriters). The Underwriters agree however to reinstate cover subject to agreement between the Underwriters and the Assured prior to the expiry of such notice of cancellation as to new rate of premium and/or conditions and/warranties.
- 2 **Automatic Termination of Cover**  
Whether or not such notice of cancellation has been given cover hereunder in respect of the risks of war, etc, shall **TERMINATE AUTOMATICALLY**
  - 2.1 upon the outbreak of war (whether there be a declaration of war or not) between any of the following:  
United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China;
  - 2.2 in respect of any vessel, in connection with which cover is granted hereunder, in the event of such vessel being requisitioned either for title or use.
- 3 **Five Powers War and Nuclear Exclusions**  
This insurance excludes
  - 3.1 loss damage liability or expense arising from
    - 3.1.1 the outbreak of war, whether there be a declaration of war or not between any of the following:  
United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China;
    - 3.1.2 requisition either for title or use
  - 3.2 loss damage liability or expense directly or indirectly caused by or arising from
    - 3.2.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
    - 3.2.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
    - 3.2.3 any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

### **Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause 10/11/03**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
  - 1.1. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - 1.2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - 1.3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - 1.4. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.  
The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
  - 1.5. any chemical, biological, bio-chemical, or electromagnetic weapon.

## **Institute Cyber Attack Exclusion Clause 10/11/03**

- 1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- 1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

## **Marine Hull - Electronic Date Recognition Endorsement**

This Endorsement shall prevail notwithstanding any provision whether written typed or printed in this insurance inconsistent therewith.

1. This insurance does not cover any loss, damage, liability or expense directly or indirectly caused by or in any way in consequence of:
  - a) the failure or anticipated failure or inability of any computer system, software, hardware, integrated circuit, microchip, operating system and/or any other electronic device or component, whether or not belonging to or in possession of the Insured or of any third party, correctly, unambiguously or completely to assign, exchange, interpret, manipulate, process, recognise, sequence or transfer any time, year, date or date-like code, data or information;
  - b) any implemented or attempted change or modification or test of any computer system, software, hardware, integrated circuit, microchip, operating system and or any other electronic device or component, whether or not belonging to or in possession of the Insured or of any third party, in anticipation of or in response to any change of year, date or time, or any device given or services performed in connection with any such change or modification;
  - c) any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act or decision of the Insured or of any third party related to(a) and/or (b) above.
2. Clause 1 of this Endorsement shall not however apply to exclude a claim which the Insured can demonstrate
  - a) Would be recoverable under this insurance in the absence of the exclusion in clause 1,and
  - b) has not resulted from want of due diligence by the Insured, Owners, Managers or Superintendents or any of their onshore management in respect of any of the matters referred to in clause 1,and
  - c) is proximately caused by any of the following perils:-
    - i) perils of the seas rivers lakes or other navigable waters
    - ii) fire, explosion
    - iii) violent theft by persons from outside the Vessel
    - iv) jettison
    - v) piracy
    - vi) contact with land conveyance, dock or harbour equipment or installation
    - vii) earthquake volcanic eruption or lightning
    - viii) accidents in loading, discharging or shifting cargo or fuel
    - ix) bursting of boilers, breakage of shafts
    - x) negligence of repairers or charterers provided such repairers or charterers are not an Insured hereunder or Master Officers or Crew
    - xi) contact with aircraft, helicopters or similar objects, following therefrom

3. Notwithstanding clause 2 above in no circumstance shall the cover provided in this Endorsement extend to a claim for loss, damage, liability or expense
  - a) in respect of any software, programming, operating system, code or data
  - or
  - b) arising from or in any way connected, whether directly or indirectly, with any measures taken with the intention of averting or minimising any of the matters referred to in clause 1(a) or 1(b) above or any of their possible or anticipated consequences.
4. The cover provided in this Endorsement is subject in all other respects to all other terms, conditions, exclusions and limits contained in this insurance.
5. This Endorsement is subject to English law and practice.

### **Institute Pollution Hazard Clause (A) 1/8/73**

Subject to the terms and conditions of this Policy, this insurance covers loss of or damage to the Vessel directly caused by any governmental authority acting under the powers vested in them to prevent or mitigate a pollution hazard, or threat thereof, resulting directly from damage to the Vessel for which the Underwriters are liable under this Policy, provided such act of governmental authority has not resulted from want of due diligence by the Assured, the Owners, or Managers of the Vessel or any of them to prevent or mitigate such hazard or threat. Master, Officers, Crew or Pilots not to be considered Owners within the meaning of this clause should they hold shares in the vessel.

### **Asbestos Exclusion Clause**

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

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

### **Sanction Limitation and Exclusion Clause - revised LMA3100 (MSIG version):**

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





## Appendix: Notice to customers relating to the Personal Data (Privacy) Ordinance ("the Ordinance")

MSIG Insurance (Hong Kong) Limited ("MSIG", "we" or "us") would ask that you take the time to read this privacy policy carefully. In case of discrepancies between the English and Chinese versions of this statement, the English version shall prevail.

### **PRIVACY POLICY**

MSIG takes your privacy very seriously. To ensure your personal information is secure, we communicate and enforce our privacy and security guidelines according to the relevant laws and regulations. MSIG takes precautions to safeguard your personal information against loss, theft, and misuse, as well as against unauthorised access, disclosure, alteration, and destruction. Furthermore, we will not sell your personal information to anyone for any purposes. MSIG imposes very strict sanction control and only authorised staff on a need-to-know basis are given access to or will handle your personal data, and we provide regular training to our staff to keep them abreast of any new developments in privacy laws and regulations.

We will only retain your personal data in our business records for as long as it is necessary for business and tax purposes as permitted by the laws. We will require our agent, contractor or third party who provides administrative or other services on our behalf to protect personal data they may receive in a manner consistent with this policy. We do not allow them to use such information for any other purposes. If you have any questions or inquiries regarding our privacy policy, please feel free to contact us.

We may amend this Privacy Policy at any time and for any reason. The updated version will be available by following the 'Privacy Policy' link on our website homepage at [msig.com.hk](https://msig.com.hk). You should check the Privacy Policy regularly for changes.

### **Personal Information Collection Statement**

Personal information is data that can be used to uniquely identify or contact a single person. As our customers, it is necessary from time to time for you to supply us with your personal data in relation to the general insurance services and products ("the Product") that we provide to you and in order for us to deliver and improve the customer service. This includes but not limited to the personal data contained in the proposal form or in any documents in relation to the Product or any claim made under the Product.

Your personal data may be used for **obligatory purpose** or **voluntary purpose**. If personal data are to be used for an obligatory purpose, you **MUST** provide your personal data to MSIG if you want MSIG to provide the Product. Failure to supply such data for obligatory purpose may result in MSIG being unable to provide the Product.

The **obligatory purposes** for which your personal data may be used are as follows:-

- processing and evaluating your insurance application and any future insurance application you may make;
- our daily operation and administration of the services and facilities in relation to the Product provided to you;
- variation, cancellation or renewal of the Product;
- invoicing and collecting premiums and outstanding amounts from you;
- assessing and processing claims in relation to the Product and any subsequent legal proceedings;
- exercising any right of subrogation by us;
- contacting you for any of the above purposes;
- other ancillary purposes which are directly related to the above purposes;
- complying with applicable laws, regulations or any industry codes or guidelines; and
- detecting and preventing fraud (whether or not relating to the policy issued in respect of this application).

The **voluntary purposes** for which your personal data may be used are any sales, marketing, promotion of other general insurance services and products provided by MSIG. The personal data we intend to use for voluntary purposes are your name, your address, your phone number and email address



If you do not wish MSIG to use your personal data for the voluntary purposes listed above, you should tick the box on the right and send us a copy of this Notice at the address listed below together with the required information which are necessary for us to process your opt-out request. You may also notify us by filling in the General enquiry form - Opt-out from direct marketing activities on our website at [msig.com.hk](http://msig.com.hk). In your notification, you must supply the same required information as listed below.

☐

<b>To enable us to process your opt-out request, please provide us below information and send to: The Data Protection Officer at 9/F, 1111 King's Road, Taikoo Shing, Hong Kong.</b>	
<b>Full Name:</b>	
<b>Contact Number:</b>	
<b>HKID Number:</b>	<b>(for identification purpose)</b>
<b>Policy / Certificate / Acknowledgement Number (if you have one):</b>	
<b>NOTE: This instruction will override all previous instructions relating to direct marketing that have been given to MSIG.</b>	

In connection with any of the above purposes, the personal data that we have collected might be transferred to:

- third party agents, contractors and advisors who provide administrative, communications, computer, payment, security or other services which assist us to carry out the above purposes (including medical service providers, emergency assistance service providers, telemarketers, mailing houses, IT service providers and data processors);
- in the event of a claim, loss adjudicators, claims investigators and medical advisors;
- reinsurers and reinsurance brokers;
- your insurance broker;
- our legal and professional advisors;
- our related companies as defined in the Companies Ordinance;
- the Hong Kong Federation of Insurers (or any similar association of insurance companies) and its members;
- the Insurance Complaints Bureau and similar industry bodies; and
- government agencies and authorities as required or permitted by law;
- fraud prevention organizations;
- other insurance companies (whether directly or through fraud prevention organization 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 information provided against existing information.

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

Under the relevant laws and regulations, you have the right to request access to and to request correction of your personal data held by us. If you wish to exercise these rights, please write to our Data Protection Officer at 9/F, 1111 King's Road, Taikoo Shing, Hong Kong.

If you have any enquiries or require assistance with this Personal Information Collection Statement, please call us at (852) 3122 6922.

## 附錄：致各客戶有關個人資料（私隱）條例（“條例”）通知書

三井住友海上火災保險（香港）有限公司（下稱「三井住友保險」、「我們」或「本公司」）請您仔細閱讀下列條款與條件。如此聲明的英文版本與中文版本內容有歧異，將以英文版本為準。

### 私隱政策

三井住友保險極為重視您的私隱。為了保障您的個人資料，我們以有關法例及規例為準則，向公司內部傳達並執行我們定立之私隱及保障指引。三井住友保險採取預防措施以保障您的個人資料免遭受遺失、盜竊、誤用，以及在未經許可之情況下被取用、洩露、更改及破壞。此外，我們均不會出售您的個人資料給任何人。三井住友保險嚴格執行認可管制，只容許獲授權之職員在必需要的情況下，取用或處理您的個人資料。我們會向職員定期提供培訓，確保他們知悉任何有關私隱法律及規例的新發展。

我們只會在法律容許並必需用於業務及稅務用途之情況下，保留您的個人資料作為我們的業務記錄。我們會向以本公司之名義提供行政或其他服務之代理、承辦商或第三者，要求他們遵循本政策保護有可能收到的個人資料。本公司不會容許他們使用有關資料於任何其他目的。如您對我們的私隱政策有任何疑問，歡迎聯絡我們查詢。

我們可能不時修改此範本。修改後的範本可於本公司網頁 [msig.com.hk](http://msig.com.hk) 下載。您應定期查閱此範本所修改的內容。

### 個人資料收集聲明

個人資料是可以用作獨立識別或聯絡個別人士之數據。貴為我們的客戶，您須向我們不時供給與我們提供之一般保險服務及保單產品（下稱「保單」）相關的個人資料，讓我們可向您提供客戶服務及改善服務質素。當中包括但不限於您在申請表填寫或任何與保單有關之文件上或任何透過保單索償上所載之個人資料。

您的個人資料可被用於**強制性**或**自願性**用途。如個人資料是用於強制性用途，而您希望三井住友保險提供有關保單，則您必須向三井住友保險提供有關個人資料，否則三井住友保險將不能向您提供有關保單。

您的個人資料可被用於以下**強制性**之用途：

- 處理及審批您的保險申請或您將來提交的保險申請；
- 向您提供與保單及核保相關之日常運作及行政用途；
- 保單之更改、取消或續保用途；
- 發出繳交保費通知及向您收取保費及欠款；
- 評估及處理透過保單索償及任何繼後法律訴訟之用途；
- 由本公司行使代位權利之用途；
- 就以上用途聯絡您；
- 其他與上述用途有直接關係的附帶用途；
- 遵循適用法律、條例及業內守則及指引；及
- 偵測和防止欺詐行為（無論是否與就此申請而發出的保單有關）所需的目的是。

而**自願性用途**則指任何三井住友保險提供的其他一般保險服務及保單產品之銷售、市場營銷及推廣。用作自願性用途之個人資料則為您的姓名、地址、電話號碼及電郵地址。

如您不欲 三井住友保險將您的個人資料用作上述自願性用途，您應於右列方格加上剔號並將此通告之副本連同您要求拒絕服務所必須提供的資料（詳情如下）郵寄至下列地址。您亦可填妥本公司網頁 [msig.com.hk](http://msig.com.hk) 的一般查詢表格－拒絕直銷活動。



為讓我們能夠處理您以上提出的拒絕服務之請求，請提供以下資料並寄至三井住友海上火災保險（香港）有限公司的資料保護主任：香港太古城英皇道 1111 號 9 樓。	
姓名：	
聯絡電話：	
香港身份證號碼：	(作識別之用)
保單號碼 / 證書編號 / 確認編號 (如適用)：	
附註:此拒絕服務要求將會取代您先前給予三井住友保險一切關於直接促銷的指示。	

就任何上述的用途，我們所收集的個人資料可能會被轉移至：

- 向我們提供行政、通訊、電腦、付款、保安及其他服務的第三方代理、承包商及顧問（包括：醫療服務供應商、緊急救援服務供應商、電話促銷商、郵寄及印刷服務商、資訊科技服務供應商及數據處理服務商）；
- 處理索賠個案的理賠師、理賠調查員及醫療顧問；
- 再保公司及再保經紀；
- 您的保險經紀；
- 我們的法律及專業業務顧問；
- 我們的關連公司（以《公司條例》內的定義為準）；
- 香港保險業聯會（或同類的保險公司聯會）及其會員；
- 保險投訴局及同類的保險業機構；
- 法例要求或許可的政府機關；
- 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；及
- 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）。

為了確保您的個人資料之準確性，您同意授權本公司查閱並核實任何由保險業界內保險公司聯會所收集有關您的個人資料。

根據有關法例及規例，您有權查閱及更正本公司所持的任何載有您的個人資料之記錄。如您欲行使以上權利，可以書面形式投寄至香港太古城英皇道 1111 號 9 樓三井住友海上火災保險（香港）有限公司，通知本公司的資料保護主任。

如您對此個人資料收集聲明有任何疑問或須協助，請致電(852) 3122 6922 與我們聯絡。