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# INTERIOR RENOVATION CONTRACTORS' ALL RISKS POLICY

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**IMPORTANT** - Please read this Policy carefully upon receipt and promptly request for any necessary amendments.

1. **NOW THIS POLICY WITNESSETH** that in consideration of the Insured having paid or agreed to pay to the Insurers the premium stated in the said Schedule
  - 1.1 **THE INSURERS HEREBY AGREE** subject to the terms, exceptions and conditions contained herein or attached hereto or endorsed hereon that if during the Period of Insurance stated in the said Schedule or during any further period in respect of which the Insured shall have paid and the Insurers shall have accepted premium the Insured shall sustain loss or damage or shall incur liability in the circumstances provided for by this Policy and defined herein the Insurers shall indemnify the Insured in the manner hereinafter described.
2. **GENERAL EXCEPTIONS**
  - 2.1 The insurance by this Policy excludes death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
    - 2.1.1 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;
    - 2.1.2 strike, riot, lock out, civil commotion or persons taking part in labour disturbances;
    - 2.1.3 any act of terrorism including but not limited to
      - (i) the use or threat of force, violence and/or
      - (ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents,  
  
by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear;
    - 2.1.4
      - (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
      - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
      - (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
      - (iv) 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
      - (v) any chemical, biological, bio-chemical, or electromagnetic weapon;
    - 2.1.5
      - (i) permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority
      - (ii) permanent or temporary dispossession of any property resulting from the unlawful occupation or possession of such property by any person  
  
provided that the Insurers are not relieved of any liability to the Insured in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy
      - (iii) the destruction of property by order of any public authority;
    - 2.1.6 any action taken in controlling, preventing, suppressing or in any way relating to 2.1.1 or 2.1.3 above.

2.2 In any action, suit or other proceeding where the Insurers allege that by reason of the provisions of exceptions 2.1.1, 2.1.2, 2.1.3, 2.1.5 and 2.1.6 above any loss damage cost expense or liability is not covered by this insurance the burden of proving that such loss damage cost expense or liability is covered shall be upon the Insured.

### 2.3 Property Cyber and Data Exclusion

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
  - 1.1. Cyber Loss;
  - 1.2. loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data; regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

#### Definitions

4. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
5. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
6. Cyber Incident means:
  - 6.1. 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
  - 6.2. 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.
7. Computer System means:
  - 7.1. 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, owned or operated by the Insured or any other party.
8. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

### 2.4 (P226) Communicable Disease Exclusion

1. Notwithstanding any provision to the contrary, this policy excludes 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 a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 2.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

All other terms, conditions and exclusions of the policy remain the same.

### 2.5 (P227) General Exclusion for Cleaning Cost – Communicable Disease

Notwithstanding any provision to the contrary, this policy shall exclude any cost to clean, decontaminate, disinfect, repair, replace, recall or checking of any property directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any communicable diseases.

### 2.6 (L132) Communicable Disease Exclusion

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

#### 2.7 Sanction Limitation and Exclusion Clause

This Policy shall not 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 or United Kingdom or United States of America and/or any other applicable national economic or trade sanction law or regulations.

### 3. **SECTION I - MATERIAL DAMAGE**

- 3.1 The Insurers shall indemnify the Insured in respect of loss of or damage to the Insured Property described in the Schedule whilst at the Site during the Period of Insurance arising from any cause whatsoever not hereinafter excluded.
- 3.2 The Insurers shall not indemnify the Insured in respect of that part of the Works:
  - 3.2.1 which has been taken into use or occupation by the Employer from the time of such taking into use or
  - 3.2.2 for which a certificate of completion has been issued from the expiry of 28 days from the date of completion certified therein;
  - 3.2.3 whichever of 3.2.1 or 3.2.2 is the earlier unless such loss or damage be occasioned during the Maintenance Period stated in the Schedule and
    - was caused by an occurrence during the Construction Period stated in the Schedule or
    - was caused by an insured contractor in the course of complying with his obligations under the maintenance and defects liability clauses of the Contract
- 3.3 Provided that the total liability of the Insurers under this Section shall not exceed the Sum Insured shown in the Schedule for each item of the Insured Property.

#### **EXCEPTIONS TO SECTION I**

- 3.4 The Insurers shall not indemnify the Insured in respect of:
  - 3.4.1 loss or damage due to any fault, defect, error or omission in or failure of any design plan or specification;
  - 3.4.2 loss or damage due to defect in material or workmanship but this exception shall be limited to that part of the Insured Property directly affected and shall not exclude loss or damage to other parts of the Insured Property resulting from an accident due to such defect;
  - 3.4.3 loss of or damage to any item of machinery forming part of the Works or Constructional Plant due to its own explosion, mechanical or electrical breakdown or derangement but this exclusion shall not be deemed to exclude damage to other parts of the Works or Constructional Plant arising as a consequence of such explosion, breakdown or derangement;
  - 3.4.4 loss of Insured Property due to it being stolen or otherwise missing from the Site unless such loss is identifiable by the Insured with a specific occurrence;
  - 3.4.5 loss of or damage to cash, bank notes, treasury notes, cheques, postal orders, money orders, stamps, deeds, bonds, bills of exchange, promissory notes and securities;
  - 3.4.6 loss of use, liquidated damages, penalties, performance guarantees or other consequential losses;
  - 3.4.7 loss or damage due to wear and tear, rust, mildew or other deterioration due to gradually operating causes;
  - 3.4.8 the cost of maintenance;
  - 3.4.9 loss of or damage to any locomotive, waterborne vessel, aircraft or vehicle other than any land vehicle which is used solely on the Site and which is not used on any public road or public highway to which any road traffic legislation applies;
  - 3.4.10 damage to tyres whilst attached to a vehicle or plant unless the vehicle or plant is damaged at the same time;
  - 3.4.11 loss or damage due to cessation of work whether total or partial;
  - 3.4.12 loss or damage that is not unforeseen or accidental in nature;
  - 3.4.13 cost and expenses arising from loss or destruction or damage caused by pollution or contamination except destruction or damage to Property Insured caused by pollution or contamination resulting from a peril hereby insured against;

- 3.4.14 (i) DAMAGE to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof including loss or corruption of data whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not, where such DAMAGE is caused by programming or operator error, Virus or Similar Mechanism or Hacking
- (ii) CONSEQUENTIAL LOSS directly or indirectly caused by or arising from programming or operator error, Virus or Similar Mechanism or Hacking

but this exception shall not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency (as defined hereunder), but only to the extent that such claim would otherwise be insured under this Policy.

#### DEFINITION

For the purpose of this exception only, "Defined Contingency" shall mean fire, lightning, explosion, aircraft and other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, volcano, freeze or weight of snow.

#### Virus or Similar Mechanism

Virus or Similar Mechanism means program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs.

#### Hacking

Hacking means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data.

#### CONDITIONS TO SECTION I

- 3.5 The Sum Insured shall in respect of Item 4 in the Schedule represent the new replacement value inclusive of erection, freight and customs.
- 3.6 If in the event of loss or damage to the Insured Property under Item 4 it is found that the Sums Insured are less than the amounts required to be insured the amount recoverable under this Policy shall be reduced in such proportion as the Sums Insured bear to the amounts required to be insured.
- 3.7 In the event of loss or damage to the Insured Property under Item 4 indemnifiable under this Policy the basis of loss settlement shall be:
- 3.7.1 in the case of damage which can be repaired, the costs of necessary repairs without deduction for depreciation, however indemnification shall be limited to costs not exceeding the actual value of the damaged property;
- 3.7.2 in the case of a total loss, the actual value of the Insured Property immediately before the occurrence of the loss less salvage.
- 3.8 In the event of loss or damage to the Insured Property the insurance hereunder shall be maintained in force during the Period of Insurance for the Sum Insured the Insured undertaking to pay an additional premium at the agreed rate on the amount of any loss exceeding HK\$100,000, pro rata from the date of such loss or damage to the expiry of the Period of Insurance but this additional premium shall be disregarded for the purpose of any adjustment of premium under General Condition 5.6 of this Policy.

#### 4. SECTION II - LIABILITY TO THIRD PARTIES

- 4.1 The Insurers shall indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay for:
- 4.1.1 accidental death, bodily injury, illness or disease suffered by any person arising out of the performance of the Contract described in the Schedule;
- 4.1.2 accidental loss or damage to physical property arising out of the performance of the Contract described in the Schedule.
- 4.2 The liability of the Insurers under this section of the Policy for all compensation payable to any claimant or number of claimants in respect of or arising out of all occurrences of a series consequent on or attributable to one original cause shall not exceed the limit of indemnity specified in the Schedule.
- 4.3 In respect of any claim covered by this section of the Policy the Insurers shall in addition be liable for:
- 4.3.1 all costs and expenses of litigation recovered by any claimant against the Insured;
- 4.3.2 all costs and expenses of litigation incurred by the Insured with the written consent of the Insurers in resisting any claim.
- 4.4 Where more than one party comprises the Insured each of the parties comprising the Insured shall for the purpose of this Policy be considered as a separate and distinct party and the words the Insured shall be considered as applying to each party in the

same manner as if a separate Policy had been issued to each of the parties and the Insurers hereby agree to waive all rights of subrogation against each of the aforesaid parties arising out of any occurrence in respect of which any claim is made hereunder provided nevertheless that:

- (a) notwithstanding the foregoing, this Policy shall not respond in respect of claims arising out of death of or bodily injury (including illness) to any person who is, or could have been, insured under workmen's compensation insurance(s) and/or employer's liability insurance(s);
- (b) nothing in this Clause shall be deemed to increase the Limit of Indemnity in respect of anyone occurrence or series of occurrences as stated in the Schedule.

4.5 Provided always that the aggregate liability of the Insurers shall not be increased beyond the limit of indemnity specified in the Schedule.

## **EXCEPTIONS TO SECTION II**

4.6 The Insurers shall not indemnify the Insured in respect of:

4.6.1 liability in respect of death, bodily injury, illness or disease arising out of or in the course of undertaking any activity in connection with an insured Contract in respect of:

- (i) any person employed directly or independently by the Employer or any contractor and/or sub-contractor of any tier; and
- (ii) any person to whom part or parts of the insured contract has been sub-contracted including but not limited to self-employed person(s) and/or sole proprietor;

4.6.2 liability in respect of compensation claimed from the Insured by an injured person or dependent under any Employees Compensation Legislation;

4.6.3 liability resulting from or attributable to or caused by the ownership or possession or use by or on behalf of the Insured of any locomotive, waterborne vessel, aircraft or vehicle other than any land vehicle which is used solely on the contract Site and which is not used on any public road or public highway to which any Road Traffic Legislation applies;

4.6.4 liability compulsorily insurable under any legislation governing the use of motor vehicles;

4.6.5 liability in respect of loss or damage to any building, property or structure caused by or resulting from vibration or by the removal or weakening of support;

4.6.6 liability in respect of loss of or damage to property belonging to or in the care, custody or control of the Insured;

4.6.7 liability in respect of loss or damage to permanent or temporary works or materials forming part of the Contract or contracts insured under this Policy;

4.6.8 liability consequent upon any agreement by the Insured to pay any sum by way of indemnity or otherwise or predetermined penalties or liquidated damages imposed under any contract entered into by the Insured unless such liability would have attached also in the absence of such agreement, contractual penalty or liquidated damages;

4.6.9 liability in respect of any claim or loss arising out of any activities and/or business conducted and/or transacted via the Internet, Intranet, Extranet and/or via the Insureds own website, Internet site, web address and/or via the transmission of electronic mail or documents by electronic means;

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

- (i) asbestos, or
- (ii) 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;

4.6.11 liability in respect of claims arising out of:

- (i) the rendering of or failure to render professional advice or service or any error or omission connected therewith, or
- (ii) any error in advice design formula or specification, or
- (iii) a breach of the duty owed in a professional capacity by the Insured.

4.7 This insurance does not cover any liability for:

- (1) 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 (1) shall not apply to liability for personal injury or bodily injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damage or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance.
- (2) 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.

(3) 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.

## 5. GENERAL CONDITIONS

- 5.1 This Policy shall be construed according to the laws of Hong Kong.
- 5.2 The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning wherever it may appear.
- 5.3 All the terms, exceptions and conditions contained herein or endorsed hereon are incorporated in and form part of this contract of insurance and are deemed to be conditions precedent to any liability on the part of the Insurers so far as they relate to anything to be done by the Insured.
- 5.4 The expressions "Constructional Plant", "Certificate of Completion", "Contract", "Contractor", "Contract Sum", "Final Contract Sum", "Maintenance Period", "Site", "Specification" and "Works" shall bear the meaning ascribed to them in the Government of Hong Kong Special Administrative Region General Conditions of Contract for Civil Engineering (latest edition.)
- 5.5 If any change shall occur materially varying any of the facts upon which this Policy is based the Insured shall immediately give notice in writing to the Insurers and the premium shall be adjusted in accordance with any agreed rate.
- 5.6 The Insured shall within three months of the expiration of the Period of Insurance furnish to the Insurers a declaration of the Final Contract Sum and if such sum shall differ from the Contract Sum the premium shall be adjusted accordingly subject to any minimum retained premium previously agreed.
- 5.7 The Insured shall also take and cause to be taken all reasonable precautions to prevent loss damage or accident and shall comply with the "Construction Sites (Safety) Regulations" and any ordinance or regulation which might apply in respect of the insured Contract.
- 5.8 In the event of any occurrence which might give rise to a claim under this Policy the Insured shall:
- 5.8.1 notify the Insurers as soon as possible and in writing give an indication as to the nature and extent of the damage;
- 5.8.2 at the expense of the Insurers take such immediate action as is necessary to minimise the loss provided that such expense shall not increase the Insurers ultimate loss;
- 5.8.3 keep parts affected and make them available for inspection by a representative or surveyor of the Insurers for a reasonable period of time but the Insured shall not in any case be entitled to abandon any property to the Insurers whether taken possession of by the Insurers or not;
- 5.8.4 submit a formal claim and furnish all such information and documentary evidence as the Insurers may require within six months of the occurrence or such further time as the Insurers may in writing agree, such agreement not to be unreasonably withheld;
- 5.8.5 inform and assist the police authorities in case of loss or damage due to theft or burglary or malicious action;
- 5.8.6 immediately send to the Insurers upon receipt any writ summons or other proceedings which may be commenced against the Insured;
- 5.8.7 give to the Insurers all information and assistance to enable the Insurers to settle or resist any claim or institute proceedings.
- 5.9 In the event of a claim or claims arising for which the Insurers could be liable under this Policy the Insurers shall be entitled:
- 5.9.1 to undertake in the name and on behalf of the Insured the absolute conduct and control of any proceedings and the settlement of the same;
- 5.9.2 to take proceedings at their own expense and for their own benefit but in the name of the Insured to recover compensation or secure an indemnity from any third party in respect of anything covered by this Policy;
- 5.9.3 to pay to the Insured in respect of any claim or claims the maximum liability of the Insurers under Section II of this Policy as stated in the Schedule or such lesser sum for which the said claim or claims can be settled (subject to deduction in either case of any sum or sums already paid on account for such claim or claims) and thereafter the Insurers shall be under no further liability in respect of said claim or claims except for payment of costs and expenses incurred prior to the date of such payment and for which the Insurers may be liable hereunder.
- 5.10 The Insured shall not negotiate, pay, settle, admit or repudiate any claim under the Policy without the written consent of the Insurers.
- 5.11 This insurance is not to be called upon in contribution and is only to pay any loss hereon if and so far as not recoverable under any other insurance.
- 5.12 If the Insurers shall disclaim policy liability or there is any dispute as to the amount to be paid under this Policy (collectively known as "the Dispute"), the Dispute shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance (Cap. 609 of the Laws of Hong Kong) as amended from time to time. If the parties fail to agree upon the choice of Arbitrators or Umpires,

then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained.

If the Dispute shall not within 12 months from the date of disclaimer or the date of rejection of the claim have been referred to arbitration under the provisions herein contained, then such claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

- 5.13 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.

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

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

### **Privacy Policy**

MSIG takes your privacy very seriously. To ensure your personal information is secure, we communicate and enforce our privacy and security guidelines according to the relevant laws and regulations. MSIG takes precautions to safeguard your personal information against loss, theft, and misuse, as well as against unauthorised access, disclosure, alteration, and destruction. Furthermore, we will not sell your personal information to anyone without your consent. MSIG imposes very strict sanction control and only authorised staff on a need-to-know basis are given access to or will handle your personal data, and we provide regular training to our staff to keep them abreast of any new developments in privacy laws and regulations.

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

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

### **Personal Information Collection Statement**

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

If you do not provide us with your personal data, we may not be able to provide the Product you need or process your request.

We may use your personal data for:-

- processing and evaluating your insurance application and any variation or renewal of the Product;
- administration of the services and facilities in relation to the Product provided to you;
- conducting identity and/or credit checks;
- invoicing, processing payment instructions and collecting premiums and outstanding amounts from you;
- assessing and processing claims in relation to the Product;
- conducting statistical or actuarial research and/or analysis by us;
- automated decision-making processes, including profiling, for risk assessment and claims management;
- other ancillary purposes which are directly related to the above purposes;
- conducting matching procedures (as defined under the Ordinance);
- complying with applicable laws, regulations or any industry codes or guidelines; and
- detecting, investigating and preventing fraud and/or other illegal activity (whether or not relating to the Product issued in respect of this application).

In connection with any of the above purposes, the personal data that we have collected might be disclosed or transferred to the following persons and/or entities (who may be located within or outside of Hong Kong, or may process or store your personal data outside of Hong Kong):

- third party agents, contractors, service providers and advisors (including but not limited to debt collection agencies, credit reference bureaus or call centers) who provide administrative, communications, computer, data processing and storage, payment, security, information technology, marketing or other services which assist us to carry out the above purposes (including medical service providers, emergency assistance service providers, telemarketers, mailing houses, IT service providers and data processors);

- loss adjudicators, claims investigators and medical advisors;
- reinsurers and reinsurance brokers;
- your insurance intermediary;
- our legal and professional advisors;
- our related companies as defined in the Companies Ordinance;
- the Hong Kong Federation of Insurers (or any similar insurance industry association or federation);
- the Insurance Complaints Bureau and similar industry bodies; and
- government agencies and authorities as required or permitted by law;
- the police and fraud investigation or prevention organizations;
- databases or registers (and their operators) used by the insurance industry to analyse and check information provided against existing information; and
- in the event that we transfer all or a substantial part of our business to another company, the transferee of that business, who may then use your personal data to continue carrying out that business.

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

MSIG also intends to use your name, your address, your phone number and email address from time to time to provide marketing materials and conduct direct marketing (including but not limited to promotion, marketing and sales) of the Product.

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

<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><i>(for identification purpose)</i></b>
<b>Policy/Certificate/Acknowledgement number <i>(if you have one)</i>:</b>	
<b>Note: This instruction will override all previous instructions relating to direct marketing that have been given to MSIG.</b>	

Under the Ordinance, you have the right to: (a) be informed of the kind of personal data held by us; (b) be informed of the main purposes for which personal data held by us are or are to be used; (c) request access to your personal data held by us; (d) request correction of your personal data held by us; and (e) ascertain our policies and practices in relation to personal data. If you wish to exercise these rights, please write to our Data Protection Officer at 9/F, 1111 King's Road, Taikoo Shing, Hong Kong.

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

## 附錄：關於《個人資料（私隱）條例》（「條例」）的客戶通知

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

### 私隱政策

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

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

我們可能不時修改此範本。修改後的範本可於本公司網頁 [msig.com.hk](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「保單產品」）相關的個人資料，讓我們可向您提供客戶服務及改善服務質素。當中包括但不限於您在申請表填寫或任何與保單有關之文件上或任何透過保單索償上所載之個人資料。

如您未能向我們提供您的個人資料，我們可能無法提供您所需的保單產品或處理您的請求。

我們可能將您的個人資料用於以下用途：

- 處理和評估您的保險申請及任何保單產品的變更或續保；
- 管理與保單產品相關的服務和設施；
- 進行身份和 / 或信用審查；
- 發出賬單、處理付款指示及向您收取保費和未結清款項；
- 評估及處理與保單產品相關的索償；
- 進行統計或精算研究和 / 或分析；
- 風險評估和索償管理的自動化決策過程，包括分析；
- 與上述目的直接相關的其他輔助用途；
- 進行配對程序（如條例中所定義）；
- 遵守適用的法律、法規或任何行業守則或指引；及
- 偵測、調查和防止欺詐及 / 或其他非法活動（無論是否與本申請下所發出的保單產品有關）。

在以上任何目的下，我們收集的個人資料可能會被披露或轉移至以下人士和 / 或實體（他們可能位於香港境內或境外，或可能在香港境外處理或儲存您的個人資料）：

- 向我們提供行政、通訊、電腦、數據處理和儲存、支付、保安、資訊科技、營銷或其他協助我們實現上述目的的服務的第三方代理、承包商、服務供應商及顧問（包括但不限於追討欠款機構、信用調查局或

呼叫中心，以及醫療服務供應商、緊急救援服務供應商、電話促銷商、郵寄及印刷服務商、資訊科技服務供應商及數據處理服務商)；

- 處理索賠個案的理賠師、理賠調查員及醫療顧問；
- 再保險公司及再保險經紀；
- 您的保險中介人；
- 我們的法律及專業顧問；
- 我們的關連公司（以《公司條例》內的定義為準）；
- 香港保險業聯會（或同類的保險行業協會或聯會）；
- 保險投訴局及同類的保險業機構；
- 法例要求或許可的政府機關；
- 警方及防止或調查欺詐的組織；
- 保險業就現有資料而對所提供的資料作出分析和檢查的數據庫或登記冊（及其運營者）；及
- 在我們將全部或大部分業務轉讓給其他公司時，該業務的受讓人可繼續使用您的個人資料來執行該業務。

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

MSIG 亦擬不時使用您的姓名、地址、電話號碼及電郵地址提供產品的市場推廣及直接促銷（包括但不限於推廣、營銷及銷售）。

如您不欲 **MSIG** 將您的個人資料用作上述直接促銷用途，您應於右列方格加上剔號並將此通告之副本連同您要求拒絕直接促銷活動所必須提供的資料（詳情如下）郵寄至下列地址。您亦可填妥本公司網頁 [msig.com.hk](http://msig.com.hk) 的「[查詢表格 – 拒絕直銷活動](#)」通知我們。在您的通知中，您必須於提供以下列出的相同所需資料。

為讓我們能夠處理您以上提出的拒絕直接促銷活動之請求，請提供以下資料並寄至：香港太古城英皇道 1111 號 9 樓，資料保護主任收。	
姓名：	
聯絡電話：	
香港身份證號碼：	(作識別之用)
保單號碼 / 證書編號 / 確認編號 (如適用)：	
附註：此拒絕直接促銷活動要求將會取代您先前給予 <b>MSIG</b> 一切關於直接促銷的指示。	

根據條例，您有權：(a) 知悉我們所持有的個人資料種類；(b) 知悉我們所持有的個人資料的主要用途；(c) 查閱我們所持有的您的個人資料；(d) 更正我們所持有的您的個人資料；及 (e) 查詢我們有關個人資料的政策和實務。如您希望行使這些權利，請致函香港太古城英皇道 1111 號 9 樓，我們的資料保護主任收。

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