

Enterprise Guard Plus

Policy Wording

CHUBB®

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Enterprise Guard Plus

Important Customer Information

About Our Policy Wording

This document (which is Our policy wording) contains important information to help You understand Chubb Enterprise Guard Plus. You need to read this document carefully to understand its features, benefits and risks.

The Agreement between You and Us (Your Policy)

In return for Your payment of the Premium or Your agreement to pay it to Us within the time We require, We agree to indemnify You against loss, damage or liability caused by a covered event occurring during the Period of Insurance, subject to the terms, conditions and exclusions of Your Policy.

The Insurer

We, the insurer, are Chubb Insurance Hong Kong Limited (Chubb). Our contact details are on the last page of this policy wording.

What You need to read

To determine if this insurance is appropriate for You, it is important that You read:

1. this Important Customer Information Section – it contains information on important matters You need to be aware of;
2. the Definitions Section – it sets out what We mean by certain defined terms in this insurance;
3. the General Exclusions and Exclusion of each Cover Section – it sets out what We do not cover under this insurance;
4. the General Conditions Section – it contains details of Your and Our rights and obligations under this insurance, including if You do not meet Your obligations, We may be able to cancel the insurance or reduce Our liability in respect of a claim to the extent permitted by law;
5. the Claims Conditions Section – what You need to do when a claim arises;
6. Cover Sections 1-8 – they set out the cover available for Material Damage, Business Continuity, Money, Liability, Employee Dishonesty, Personal Assault, Employees' Compensation, and Privacy Liability; and
7. any other documents We provide to You about the insurance which may change the standard cover.

Applying for cover

When You apply for this insurance, We may need You to complete a proposal form. We will use the information supplied on that form to decide the terms of cover We will provide. We provide cover to You on the terms contained in this document, the proposal and any other document, including the most recent Schedule that We issue to You. The proposal form and other application documents may be in electronic or paper form, including but not limited to online via iPad application(s) or other mobile phone application(s).

All of these make up Your Policy with Us. You need to keep these documents in a safe place together with receipts and other evidence of ownership and value of items You insure.

Summary of Cover and Other Significant Matters

By way of summary, the principal covers available are cover for:

1. loss or damage to Your Insured Property, as defined in the Schedule, caused by an accident occurring during the Period of Insurance;
2. additional expenditure incurred following damage to Your Business caused by an accident;
3. loss of Money following accidental loss;
4. legal liability that Your Business becomes liable for due to accidental injury or accidental death to any other person or accidental damage to any other property;
5. pecuniary loss due to fraud or dishonesty acts committed by Employee;
6. Bodily Injury to Insured Person from robbery and attempted theft;
7. legal liability for bodily injury to Employee arising out of and in the course of employment;
8. legal liability for Privacy Claim first made during the Period of Insurance resulting from any Privacy Wrongful Act.

Refer to each Cover Section for details of the basis on which We settle any claim.

You need to make sure that You are happy with the extent of cover provided by this insurance. If not, You may not get the cover You require.

We only provide cover up to the amount(s) and limits and Sum(s) Insured specified in Your Policy and subject to its other terms, conditions and exclusions.

An Excess may apply when You make a claim. An Excess is the part of a claim You must bear and is payable for each Occurrence covered by this insurance. When an Excess applies We will reduce the amount We pay by the amount of the Excess or We will ask You to pay it.

The type and amount of Excess is shown in Your Policy (usually in this document and the Schedule). We agree on the amount of the Excess(es) with You when You apply for this insurance.

For example, Your Business has suffered severe damage as a result of storm passing over Your property. If Your Policy or Schedule states that You have a HKD100 Excess, then Our claim payment reimbursing You for the overall loss will be reduced by HKD100.

If You do not adequately insure Yourself for Your potential loss, You may have to bear the uninsured proportion of any loss Yourself.

We only cover Your interest in the Insured Property, as defined in the Schedule, unless We specifically include cover for the interest of a third party.

We may refuse to pay or reduce the amount We pay under a claim in certain circumstances. In particular:

1. where an exclusion applies;
2. if You do not comply with the terms and conditions of Your Policy;
3. if You do not comply with Your Duty of Disclosure or make a misrepresentation; or
4. if You make a fraudulent claim.

We also may cancel Your Policy due to failure to comply with a condition, a breach in Your Duty of Disclosure or in certain circumstances permitted by law.

Cost of the Insurance

This insurance is only operative after You pay the Premium to Us. To calculate Your Premium, We take various factors into consideration, including but not limited to:

1. the type of cover requested;
2. the construction of the Building You occupy;
3. Business occupation;
4. the Sum(s) Insured;
5. the location of Your Business; and
6. Your previous insurance history.

When You apply for this insurance, You will be advised of the Premium payable. The amount due will be clearly stated in Your Schedule.

Duty of Disclosure

Before You enter into Your Policy with Us, You must disclose fully and faithfully all the facts which You know or ought to know, which are relevant to Us in providing insurance to You and the Premium We calculate. If You do not do so, We may have rights to cancel this insurance, or to refuse to pay Your claims or You may receive no benefit from the Policy.

The insurance cover under this Policy is based on the information submitted by You to Us, in the proposal form and other documentation accompanying it. If You provide Us with any information that is incorrect, please notify Us immediately, otherwise You may receive no benefit in the event of a valid claim.

If the information, which You subsequently provide Us, differs materially from the information set out in the proposal form and other documentation accompanying it, We may offer cover on different terms or decline it altogether.

If We do not hear from You within fourteen (14) days from the date of issue of this Policy, We will take it that the information is complete and correct and We will rely upon that information.

How to Make a Claim

The Claims Conditions Applicable To All Sections tells You what You need to do before We pay any claim, We require evidence as to the extent of loss or damage. Please ensure that, where possible, You keep any photographs or other documentation in respect of loss or damage to make the process as easy as possible.

Our Contact Details

If You or Your Intermediary need to contact Us, have any questions or would like any further information regarding this insurance, please do so by using the contact details provided on the last page of this policy wording.

General Definitions

The following General Definitions apply to the whole Policy. Where additional Conditions apply to a specific Section of this Policy, they are stated under that Section.

1. Act of Terrorism - any act, including but not limited to the use of force or violence and/or the threat thereof, of any person, people or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with political, religious, ideological or similar purposes or reason, including the intention to influence any government and/or to put the public, or any section of the public, in fear.
2. Business means the usual work and activities carried on by You pertaining to Your business as specified in the Schedule and no others.
3. Duty of Disclosure – as previously defined under the Important Customer Information Section of this Policy wording.
4. Electronic Equipment and/or Device - includes but not limited to computers, computer equipment, coding, programs, instructions or any software stored on electronic, electromechanical, electromagnetic data processing or electronically controlled equipment and media:
 - (a) computer hardware, including microprocessors;
 - (b) computer application software;
 - (c) computer operating systems and related software;
 - (d) computer networks;
 - (e) microprocessors (computer chips) not part of any computer system; or
 - (f) any other computerized or electronic equipment or components;whether the property is insured or not.
5. Employee – has the same meaning as assigned to that expression in The Ordinance.
6. Excess means the first amount of the loss which You must pay if You have a claim and We will only be liable for the amount which is over and above that amount (up to the Sum Insured specified in the Schedule). It applies to each loss or claim. If the loss is within the excess amount, We will have no liability. For earthquake claims, only one excess applies to all loss or damage occurring within seventy-two (72) hours of the earthquake.
7. Interruption – means reductions in turnover due to the damage.
8. Limit of Indemnity, Amount of Guarantee – means the maximum amount of indemnity We would be liable in respect of each relevant Cover Section and is specified in the Policy and Schedule.
9. Occurrence – means an event including continuous or repeated exposure to substantially the same general conditions which results in Personal Injury, Property Damage or Privacy Claim neither expected nor intended from Your standpoint. All events of a series consequent on or attributable to one source or original cause are deemed one Occurrence.
10. Period of Insurance – means the period as indicated in the Schedule, during which period the coverage under this Policy is effective.
11. Policy – means Our agreement with You which is made up of this document, Your proposal form, the Schedule and any endorsements or other documents We provide to You in writing.

12. Pollutants – means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapours, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, re-conditioned or reclaimed.
13. Premium – means the amount You have to pay Us (exclusive of all Government charges) for Your insurance.
14. Schedule – will contain important information relevant to Your insurance including, but not limited to, the Period of Insurance, Your Premium, the Excess(es) that will apply and whether any standard terms have been varied by way of endorsement.
15. Sum(s) Insured – means the relevant sum insured for each of the Cover Sections as specified in the Schedule or Your Policy: the Sum Insured, or any other amount stated in Your Policy and any claim settlements.
16. Territory – means the territorial area specified in the Policy Schedule.
17. The Ordinance – The Employees’ Compensation Ordinance (Cap. 282).
18. Chubb, We, Us, Our or The Company – means the insurer, Chubb Insurance Hong Kong Limited.
19. You, Your, Yourself or the Insured means:
 - (a) the Insured named in the Schedule;
 - (b) Your director, officer, Employee, partner or shareholder, but only whilst acting within the scope of their duties in such capacity;
 - (c) any principal in respect of that principal’s vicarious liability for Your acts or omissions in the performance of Your work for that principal; and
 - (d) any social and/or sporting clubs, first aid, fire and ambulance services formed with Your consent, including any office bearer or member thereof in their respective capacities as such but not connected with any game, match, competition, race, trial or practice, provided same is agreed by Us in writing to be covered under this Policy.

Definitions Applying to Cover Section 1, 2 and 3 only

These Definitions apply to Cover Section 1 (Material Damage), Cover Section 2 (Business Continuity) and Cover Section 3 (Money) only.

1. Building means the building structure within which Your Premises or You occupy.
2. Computer System means 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.
3. Contents means Business contents and includes machines and equipment including laptop computers, utensils of trade, fixtures and fittings, Building improvements, alterations and betterments made at Your expenses to Premises, furnishings, interior decorations and other contents belonging to You or which You are responsible in the Premises and excluding those more specifically insured.
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 unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
6. Cyber Incident means:
 - (a) 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
 - (b) 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. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form used, accessed, processed, transmitted or stored by a Computer System.
8. Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.
9. Premises – means Your Business Premises dwelling used for Business purposes only situated at the commercial address(es) as specified in the Schedule where the interest of this insurance is located and which is built of bricks, stone or concrete and roofed with concrete.
10. Stock – means stock in trade includes goods, merchandise and trading materials belonging to You or held in trust by You or for which You are responsible in the Premises.

General Exclusions

The following General Exclusions set out what is not covered under this Policy. Where additional Exclusions apply to a specific Cover Section of this Policy, they are set out in that Section.

This Policy does not cover:

1. loss or damage or liability arising from the consequences of war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any act of any person or persons acting on behalf of or in connection with any organisation the objects of which are to include the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means.
2. loss or damage or liability caused by the confiscation, destruction or seizure of property by any government or public authority or other authority except when in connection with any riot or civil commotion.
3. loss or damage or liability caused by or arising from or in consequence of or contributed by:
 - (a) nuclear weapons material; or
 - (b) ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste or other material whether occurring naturally or otherwise; the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or the storage, transport, assembly, disassembly, maintenance or operation of any unclear weapon or nuclear component thereof.
4. loss or damage or liability when intentionally caused by You or a person acting with Your consent, including losses resulting from the taking or other misappropriation of the Contents.
5. loss, demand, claim or suit directly or indirectly arising out of or related in any way to asbestos or asbestos-containing materials.

6. loss or damage or liability caused by or in connection with Your failure to use all reasonable means to protect and maintain the Insured Property, as defined in the Schedule, before, at, or after the time of any loss or damage.
7. any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such cover, payment of such claim or provision of such benefit would expose The Company, or Our parent to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom, Hong Kong or United States of America.
8. loss, damage, cost, claim or expense, directly or indirectly, proximately or remotely, whether in whole or in part caused by, resulting from, contributed to, aggravated by or consisting of any malfunction, derangement or inability of:
 - (a) the failure of any Electronic Equipment and/or Device to recognize, interpret, calculate, compare, differentiate, sequence or process data consisting of, dependent on or deduced from one or more dates or times; or
 - (b) any change, repair, alteration, correction or modification of any part or parts of an Electronic Equipment and/or Device to correct or prevent any anticipated or actual condition or circumstance stated in (a) above.
9. loss damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to computer virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
10. loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any:
 - (a) Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss; or
 - (b) action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

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

In the event any portion of this exclusion, notwithstanding any provision to the contrary within this Policy, is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
11. loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Exclusions Applicable to Cover Section 1, 2 and 3 only

These Exclusions apply to Cover Section 1 (Material Damage), Cover Section 2 (Business Continuity) and Cover Section 3 (Money) of Your Policy unless otherwise stated. Your Policy does not cover:

1. (a) Cyber Loss;
- (b) 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. any loss, damage, claim, cost, expense or other sum whatsoever, directly or indirectly arising out of, or in any way attributable or related to, connected with or occurring concurrently or in any sequence with:
 - (a) a Communicable Disease; or
 - (b) the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this General Exclusion only; loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

- (i) for a Communicable Disease, or
- (ii) any Insured Property hereunder that is or may be affected by a Communicable Disease.

For the purpose of this General Exclusion only, Communicable Disease means any:

- (a) physical distress, illness, or disease caused or transmitted directly or indirectly by any virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and regardless of the means of transmission; or
 - (b) any virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, which is capable of causing physical distress, illness or disease.
3. loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to computer virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

A peril listed below results from any of the matters described in above, this Policy will cover physical damage occurring during the Period of Insurance to Insured Property, as defined in the Schedule, directly caused by such Listed Perils.

Listed Perils: Fire & Explosion.

Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.

4. loss, damage or expense consisting of, caused by, contributed to, or aggravated by mold, moss, mildew, fungi, fungus, mycotoxins, spores, bacterial infestation or any similar organism, wet or dry rot and change in temperature or humidity, whether directly or indirectly as the result of a covered peril. And the cost for investigation, testing, remediation services, extra expense or business interruption. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.
5. loss or damage caused by, resulting from, contributed to or made worse by actual, alleged or threatened release, discharge, escape or dispersal of contaminants or Pollutants, all whether direct or indirect, proximate or remote or in whole or in part caused by, contributed to or aggravated by any physical damage insured in this Policy. It shall not apply if seepage or contamination or pollution arises from direct physical loss or damage to Insured Property, as defined in the Schedule, from fire, lightning, explosion, windstorm or hail, smoke, aircraft or vehicle impact, riot or civil commotion, vandalism or sprinkler leakage.

Contaminants or Pollutants is any material which after its release can cause or threaten damage to human health or human welfare or causes or threatens damage, deterioration, loss of value, marketability or loss of use to Insured Property, as defined by the Schedule hereunder, including but not limited to bacteria, fungi, virus or hazardous substances as listed in the Federal Water Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, and Toxic Substances Control Act, or as designated by the U.S. Environmental Protection Agency.

6. loss or damage to Your property which is caused by, arising from or in any way connected with:
 - (a) wear and tear, rust, corrosion, gradual deterioration, deformation or distortion and depreciation;
 - (b) mechanical, electrical or electronic breakdown including when caused by any power supply irregularity including power surge except when caused by the actual burning out of an electric motor or any other defined event;
 - (c) mildew and atmospheric or climatic conditions other than by rain sleet and hail;
 - (d) domestic animals;
 - (e) vermin, insects, larvae, or by the pecking, clawing, chewing, eating or nesting by birds and other wildlife;
 - (f) any process of cleaning, dyeing, repairing, restoring or retouching of any item;
 - (g) any process involving the application of heat or the use of chemicals;
 - (h) tenants, roomers, boarders or paying guests and their visitors arising from or due to larceny, theft, malicious damage, vandalism or deliberate or intentional acts;
 - (i) settlement, shrinkage, vibration or expansion in Building, foundations, walls or pavements;
 - (j) faulty or defective design materials or workmanship, inherent vice latent defect, errors or omissions in design and structural defects;
 - (k) water seeping or otherwise percolating through a wall, floor or roof;
 - (l) the roots of trees, shrubs, plants and grass;
 - (m) erosion;
 - (n) disease, illness, malady, ailment, influenza, coronavirus infections, pandemic and/or flu; or
 - (o) inherent vice.
7. consequential loss of any kind.
8. loss or damage to Your property when Your Building is undergoing any process of construction, demolition, alteration or repair.
9. loss or damage to property when sent by courier or by post.
10. loss or damage caused by or in connection with earth movement caused by landslip, landslide or subsidence, unless such loss or damage occurs within twenty-four (24) hours of and as a direct result of one or more of the following listed events:
 - (a) storm, rainwater or wind;
 - (b) earthquake;

- (c) explosion;
- (d) water escaping from fixed pipes or apparatus.

General Conditions

These General Conditions apply to the whole of Your Policy.

1. **Alteration to Risk**

Any alteration to the risk after commencement of the Policy must be notified by You to Us in writing immediately after such change in risk comes to Your attention. Alterations that You must notify Us of include, but are not limited to:

- (a) alteration of the Premises;
- (b) the Premises being left unoccupied for a period of more than thirty (30) consecutive days;
- (c) Your interest in any Premises ceasing;
- (d) where the nature of the occupation of or other circumstances affecting the Premises is changed in such a way to increase any risk insured under this Policy; or
- (e) You are being placed into bankruptcy, receivership, administration or liquidation.

If We accept the altered risk, You must pay Us any additional Premium We require.

2. **Applicable Law and Jurisdiction**

This Policy shall be governed by and interpreted in accordance with the laws of the Hong Kong. Each party agrees to submit to the exclusive jurisdiction of any court of competent jurisdiction within Hong Kong and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and the practice of such court.

3. **Arbitration**

Any dispute or difference arising between Us and You or any of the parties hereto concerning any matter arising out of this Policy shall be referred to arbitration before the Hong Kong International Arbitration Centre in accordance with the provisions of the Arbitration Ordinance (Cap. 609), and any statutory modification or re-enactment thereof then in force within three (3) months from the day such parties are unable to settle the differences amongst themselves. Arbitration proceedings shall be commenced by the service of an Arbitration Notice upon the other party. The parties shall within thirty (30) days agree one (1) arbitrator who shall be a Senior Counsel practising in Hong Kong with at least ten (10) years' experience advising on technology or insurance fields, or in default by the Secretary-General of the Hong Kong International Arbitration Centre. The seat of the arbitration shall be Hong Kong. The rules for the conduct of the arbitration shall, subject to the provisions of the then Administered Arbitration Rules of the Hong Kong International Arbitration Centre as amended from time to time, be in the discretion of the arbitrator in order to achieve an expeditious and cost-effective resolution.

4. **Non-Assignment**

You must not assign this Policy or any of Your rights under this Policy, without Our prior written consent.

5. **Authorized Representative**

You agree that the person representing You when completing the proposal form is authorized to give and receive information on Your behalf.

Any action taken or that should have been taken by Your authorized representative is considered to be an act or omission by You.

6. **Cancellation**

- (a) You may cancel this Policy at any time by sending thirty (30) days' written notice to Us. If no claim has been made during the current Period of Insurance, we will return a proportionate part of the paid premium subject to Minimum Retained Premium Clause stated in the Schedule. If a claim is made and indemnity is paid by Us, no refund will be available.
- (b) We may also cancel this Policy by sending thirty (30) days' written notice to Your last known address on file. We will return a proportionate part of the paid premium provided that no claims have been made during the current Period of Insurance.

In the event of such cancellation, We will return the pro-rata unearned portion of any Premium paid by You. Such cancellation shall be without prejudice to any claim originating prior. If a claim is paid, no refund will be available.

7. **Changes in Policy**

No change in this Policy will be valid unless agreed to in writing by Us. The requirements of any Section of this Policy may not be deemed to be waived unless We agree to waive them in writing.

8. **Clerical Error**

A clerical error by Us shall not invalidate insurance otherwise validly in force, nor continue insurance otherwise not validly in force.

9. **Compliance with Policy Provisions**

Failure to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.

10. **Conditions Precedent to Our Liability**

Our liability for any benefit under this Policy is strictly conditional (as a condition precedent) upon the:

- (a) truthfulness of the statements and information as provided to Us by You; and
- (b) due observance and fulfilment of all terms and conditions of this Policy insofar as they relate to anything to be done or complied with by You.

11. **Currency**

Premiums and benefits payable under this Policy shall be in Hong Kong dollars.

12. **Duty of Disclosure**

Before You enter into Your Policy with Us, You must disclose fully and faithfully all the facts which You know or ought to know, which are relevant to Us in providing insurance to You and the Premium We calculate. If You do not do so, We reserve the right to cancel this insurance, or to refuse to pay Your claims or You may receive no benefit from this Policy.

13. **Excess**

You must pay the amount of any applicable Excess shown in the Schedule or in this Policy in respect of each claim You make under this Policy. The Excess is payable by You at such time required by Us.

If any event leads to a claim under more than one Cover Section of this Policy, You must pay the applicable Excess.

14. **Fraud**

If any claim under this Policy shall be, in any respect, fraudulent or if any fraudulent means or devices shall be used by any person to obtain a benefit under this Policy, We shall have no liability in respect of such claim and We shall be entitled to terminate this Policy with immediate effect.

15. **Gender**

A masculine personal pronoun as used herein includes the feminine, wherever the context requires.

16. **Inspection and Salvage**

If You make a claim, We may inspect the property or item. Whilst We have no obligation to take possession of any damaged property or item, We reserve the right to do so.

We are entitled to obtain and retain any property or items that are salvaged or recovered after payment of a claim by replacing or paying to replace such property or items. We reserve the right to sell the property or items and keep the proceeds.

17. **Interest**

No amounts payable by Us under this Policy shall carry interest.

18. **Interpretation**

This Policy and the Schedule with attaching Sections and any amendments or endorsements 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 the Schedule shall bear such specific meaning wherever it may appear.

19. **Misrepresentation**

This Policy shall be voidable in the event of any misrepresentation, misdescription, non-disclosure or concealment of any circumstances by You which is material to or connected with Your:

- (a) risk experience and claim history; or
- (b) insurance record, including previous refusals to grant insurance coverage.

20. **Notice of Trust or Assignment and Rights of Third Party**

We shall not be bound or be affected by any notice of any trust, charge, lien, assignment or other dealing with or in relation to this Policy.

A person who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce any of its terms, other than any rights conferred by law.

21. **Other Insurance**

To the extent permitted by law, when other insurance applies to a covered loss, We will pay only in excess of the other insurance, limited to the indemnity being provided under Your Policy, unless that other insurance was specifically written as an excess over the indemnity provided in Your Policy.

If You make a claim under Your Policy, You must advise Us of any other insurance which may cover the loss or damage or accident.

22. **Payment of Benefits**

You may not be covered under more than one Chubb Enterprise Guard Plus policy. If You are covered under more than one such policy, We will consider that person to be covered under the policy which

provides the highest benefits. Where the benefits under any additional policy are identical, We will consider that person to be insured under the policy first issued. All policies not recognized by Us shall be cancelled. We will refund, without interest, any duplicated Premium.

23. Payment of Claims

Any receipt by You of any benefit payable under this Policy shall in all cases be deemed final and complete discharge of all liability of Us in respect of such benefit.

Upon Your death, all benefits which are payable to You under this Policy shall be made to Your estate.

24. Payment before Cover Warranty

The total Premium due must be paid to and actually received in full by Us or the Intermediary through whom this Policy was effected (the Intermediary) on or before the commencement date or renewal date under this Policy.

If the total Premium is not paid and received in full by Us or the Intermediary on or before the commencement date or renewal date, this Policy shall be deemed to be cancelled immediately, and no benefits shall be payable by Us. Any payment received thereafter shall have no effect whatsoever on the deemed cancellation.

This Payment before Cover Warranty Clause shall prevail over any inconsistent terms (if any) in this Policy.

25. Policy Reinstatement after Partial Loss

When We pay a claim under Your Policy for partial loss or damage to the Insured Property, as defined in the Schedule, the Sum Insured will be reduced by the loss amount for each and every claim and shall not exceed the aggregate Sum Insured. We may reinstate the Sum Insured at Our discretion and reserve the right to charge an additional Premium.

26. Reasonable Care

(a) You must:

- (i) take all reasonable measures to maintain all Insured Property, as defined in the Schedule, in sound condition and good repair and the Premises is fitted with effective locking devices;
- (ii) take all reasonable precautions to prevent or minimise loss, damage, destruction, liability, compensation, cost or expense covered by this Policy; and
- (iii) comply with all obligations and regulations imposed by law and by any authority.

(b) All locking devices and all other safety protections of the Premises shall have been put into full and effective operations at all times; all keys and duplicate keys relative to the locking devices and safety protections are removed from the Premises when the Premises is closed for business or otherwise occupied, and at all appropriate times.

27. Renewal of Your Policy

Subject to the terms and conditions of this Policy, this Policy may be renewed by payment of Premium in advance or in accordance to the Payment before Cover Warranty as applicable upon receiving Our renewal notice. Unless We receive a copy of the renewal notice with the instructions to renew this Policy prior to the expiry of this Policy, this Policy will terminate on the expiry date.

28. **Right of Recovery**

In the event authorization of payment and/or payment is made by Us for a medical claim whereby Policy liability is not engaged, We reserve the right to recover against You the full sum which We are liable to the hospital to which You were admitted into.

29. **Subrogation**

If We make a payment under this Policy, You subrogate all Your rights of contribution, indemnity or recovery against any third parties who may be responsible for an event giving rise to a claim under this Policy to Us. You must not surrender any right to or settle any claim for contribution, indemnity or recovery without Our prior written consent. You must do all things and execute all documents to enable Us to sue in Your name for such contribution, indemnity or recovery.

Where You have agreed with another person or company (who would otherwise be liable to compensate You for any loss or damage which is covered by the contract of insurance) that You will not seek to recover such loss or damage from that person, We will not cover You for such loss or damage.

30. **Total Loss**

If We pay Your claim for a total loss, then the cover provided under that relevant section of this Policy will end.

31. **Unoccupied Property**

The coverage provided by this Policy shall cease if Your Premises is left unoccupied for a period of more than thirty (30) consecutive days, unless You have informed Us of this fact and obtained Our written agreement for this Policy to continue beyond that period.

32. **Under Insurance / Average**

At the commencement of any damage, if Your Insured Property, as defined in the Schedule, is of greater value than the Sum Insured collectively, You shall be considered as the insurer for the difference and bear a rateable portion of the loss. Every item (if more than one) in this Policy shall be subjected to this condition separately.

These General Conditions apply to Cover Section 1 (Material Damage) of Your Policy.

1. **Legal Requirements Warranty**

Warranted that You shall duly comply with and observe all provisions, requirements and regulations of:

- (a) Fire Services Department; and/or
- (b) Labour Department; and/or
- (c) Dangerous Goods Ordinance; and/or
- (d) Factories and Industrial Undertakings Ordinance; and/or
- (e) any other Statutory Obligation

including any notice given and requirements made pursuant to the same breach and disregard of which may affect or increase the risk hereby insured except only that this Warranty shall not apply in respect of any Ordinance, Regulation Notice or Requirement expressly waived by The Company by endorsement on this Policy.

These General Conditions apply to Cover Section 1 (Material Damage) and Section 4 (Liability) of Your Policy.

1. **No Control Clause**

This Policy shall not be prejudiced by failure of You to comply with any warranties or conditions endorsed hereon in any portion of the Premises over which You have no control.

Claims Conditions Applicable to All Sections

What You must do:

On the happening of any loss or damage or injury, or on the happening of any event or occurrence which does or could give rise to a claim under Cover Section 4 (Liability) and/or Cover Section 8 (Privacy Liability). You must, at Your own expense:

1. take all reasonable precautions to prevent further loss or damage or injury;
2. immediately inform Us by phone or in writing;
3. immediately inform the police if any Insured Property, as defined in the Schedule, is lost, stolen or of the occurrence of malicious damage or vandalism;
4. take all reasonable precautions to recover lost or stolen property and minimise the claim;
5. not dispose of any damaged property without Our consent;
6. not arrange for the repair or replacement of Your Insured Property, as defined in the Schedule, in connection with any claim, without Our consent;
7. complete and lodge a claim form to Us within fourteen (14) days of the event taking place with all necessary supporting documentation that We may reasonably require for the investigation and verification of the claim including but not limited to:
 - (a) full written details of the loss or damage or injury;
 - (b) any relevant receipts, certificates and other proofs of ownership;
 - (c) all valuations relating to the lost or damaged property;
 - (d) all court issued documents including any statement of claim, summons, initiating process, cross claim, or third party notice;
 - (e) all property inspection reports and inventories if the claim involves malicious damage, vandalism or theft;
 - (f) reports that have been obtained from the police, a carrier or other authorities about the accident, loss or damage; and
 - (g) all medical and/or other certificates and evidence that is reasonably required by Us to assess the claim.
8. send to Us all documents immediately which demonstrate that a claim is or may be made against You (including but not limited to correspondences, any letters or letters of demand or letters of complaint, any writ or court documents, any subpoena, or any other formal legal document);
9. not admit liability for, or offer to agree to settle or pay any amount to settle, any claim brought against You without Our prior written consent; and

10. assist Us in the defence of any claim brought against You.

We may have You medically examined at Our expense when and as often as We may reasonably require after a claim has been made for Your Bodily Injury. We may also arrange an autopsy if We reasonably require one.

Failure to notify Us within the time limit prescribed does not invalidate the claim if it can be shown to Our satisfaction that notice (with supporting documents and information) has been provided as soon as practicable, provided that such notice must be given no later than sixty (60) days from the happening of any loss, damage or injury, or when You first become aware of a potential claim made against You which may fall under Cover Section 4 (Liability) and/or Cover Section 8 (Privacy Liability) of this Policy, and no later than thirty (30) days after the expiry of the Period of Insurance.

Cover Section 1 – Material Damage

- 1.1 **Benefit** – We will indemnify You for physical loss of or damage to Insured Property, as defined in the Schedule, happening during the Period of Insurance, that is accidentally physically lost, destroyed or damaged other than by an excluded cause.

- 1.2 **Additional Benefits and Limitations**

- 1.2.1. Alteration – Loss of or damage to the Contents under this Policy will not be prejudiced by any alteration, repair, decoration, or maintenance works performed by any outside contractor at the Premises, provided that the value of such works shall not exceed HKD500,000 each contract. In the event of any contract exceeding HKD500,000, prior written notice must be given to Us and We reserve the right to charge an additional Premium for the inclusion of such contract in the coverage hereunder.

This benefit shall not apply to the contract works or additional property incorporated unless such work has been completed and declared to be included in this Policy and the Sum Insured being revised to reflect the same. We shall not be liable for any claim which is recoverable under any other material damage policy or under any contractors all risks policy effected by You or Your contractors.

- 1.2.2. Architect and Survey – Cover the fees of architects, surveyors and consulting engineers necessarily incurred in the reinstatement of the Insured Property, as defined in the Schedule, consequent upon its destruction or damage but not for the preparation of any claim. The amount payable for such fees shall not exceed those authorized under the Scale of Professional Charges of the Royal Institution of Chartered Surveyors and/or of the Association of Consulting Engineers as the case may be, or of the respective equivalent local institution but shall in no case exceed HKD10,000 for any Occurrence.
- 1.2.3. Damage to Premises – Replace of locks and keys, for which You are responsible for, caused by theft or attempted theft involving forcible and/or violent means of entry into or exit from the Premises for up to ten per cent (10%) of total Sum Insured on Contents or HKD200,000, whichever the lesser in respect of any Occurrence.
- 1.2.4. Fire Extinguishing – The Sum Insured of Cover Section 1 includes the costs and expenses necessarily and reasonably incurred by You in the prevention of fire at or adjoining the Premises and threatening the Insured Property, as defined in the Schedule. Such expenses shall include fire brigade charges, the cost of recharging or replacing fire extinguishing equipment and all other costs and charges associated with the extinguishment or prevention of the fire, subject to the maximum amount of HKD10,000 for any Occurrence.
- 1.2.5. Food Spoilage – Damage to goods contained in cold storage if caused by:
 - 1.2.5.1 damage to the refrigeration plant occasioned by or happening through any cause or event not otherwise excluded, even if such cause or event results from an excluded peril;

- 1.2.5.2 pollution or contamination by leaking refrigerant;
- 1.2.5.3 a rise or fall in temperature resulting from:
 - (a) a sudden, unintended and unexpected leakage of refrigerant;
 - (b) faulty operation of the temperature controlling device(s);
 - (c) failure of publicly supplied electricity, water or gas services arising from Damage to any property of the public supply authority occurring in circumstances in which indemnity would apply if that property was insured under Cover Section 1 (other than indemnity not applying because of the application of an Excess); or
 - (d) failure of publicly supplied electricity, water or gas services arising from the cessation of work whether total or partial by employees of the public supply authority or from the interruption or retarding of any process or operation as a result of any industrial dispute involving employees of the public supply authority.

Our maximum payout for any loss or series of losses arising out of any Occurrence shall be limited to a maximum amount of HKD10,000 and shall be reduced by the amount of the Excess stated in the Schedule.

- 1.2.6. Glass Breakage – Accidental breakage of fixed mirror or glass whether installed in the windows, doors or otherwise, including the reasonable cost of temporary boarding-up arising from such breakage, for up to a maximum limit of HKD20,000 in respect of any Occurrence and HKD50,000 in aggregate for any one Period of Insurance.

This benefit specifically excludes damage caused by scratching and the cost of lettering or decoration of the glass or mirror.

- 1.2.7. Removal of Debris – Reasonable cost of removing debris of the Contents necessarily incurred following the loss or damage covered under this Cover Section for up to HKD100,000 or ten per cent (10%) of total Sum Insured on Contents, whichever the greater in respect of any Occurrence.

- 1.2.8. Seasonal Increase – This Cover Section’s Limit of Indemnity is increased by twenty per cent (20%) of the declared value of Stock for losses occurring during the following periods:

- 1.2.8.1 thirty (30) days before Christmas Day and for sixteen (16) days following Christmas Day;
- 1.2.8.2 twenty-one (21) days before the first day of Chinese New Year holidays and for seven (7) days following the last day of Chinese New Year holidays; and
- 1.2.8.3 fourteen (14) days before Good Friday and five (5) days following Good Friday.

If Your Sum Insured on Stock is included in another item on Your current Schedule, we will only apply the increased cover to the portion of the Sum Insured that relates to Stock, provided that this benefit will not go beyond the Period of Insurance.

- 1.2.9. Stock in Transit – Loss of or damage to the Stock during transit, directly caused by any of the following insured events occurring during the Period of Insurance up to a maximum limit of HKD50,000:

- 1.2.9.1 fire;
- 1.2.9.2 explosion;
- 1.2.9.3 lightning;

- 1.2.9.4 collision of the conveying vehicle with any external object other than the road, gutter or similar surrounding surfaces; and
- 1.2.9.5 overturning, jackknifing or derailment of the land conveyance, including:
 - (a) impact of the goods with something that is not on or part of the conveying vehicle (but not impact of the goods with the road or surrounding areas caused by the goods dropping or falling from the conveying vehicle, unless specified below), provided that the loss of or damage to the goods is caused by the insured events listed above;
 - (b) collision, crashing or forced landing of the conveying aircraft; or
 - (c) jettison, washing overboard and loss or damage incurred in time of peril.

We will not pay for:

- (i) loss or damage that existed or occurred prior to the commencement of the transit;
 - (ii) loss or damage caused by dismantling, erection, commissioning, testing or storage other than in the ordinary course of transit;
 - (iii) loss of or damage to non-temperature controlled goods as a result of directly or indirectly mechanical, electrical or electronic breakdown or malfunction where there is no external evidence of damage in transit from an insured event; or
 - (iv) loss of or damage to livestock.
- 1.2.10. Temporary Removal – Loss of or damage to Contents (other than deeds, non-negotiable documents, personal effects, portable phones or computer, fixed glass and mirrors) whilst temporarily removed from the Premises but within Hong Kong for cleaning, renovation, repair or similar purpose subject to the Our maximum liability not exceeding HKD100,000 or ten per cent (10%) of Sum Insured, whichever the lesser in respect of any Occurrence.
- 1.2.11. Daily Cash Benefits – Your Premises is damaged and such damage results in Interruption during the Period of Insurance, where:
- 1.2.11.1 Your Premises is fully closed as a result of the damage, We will pay the Daily Cash Benefit HKD1,500 for each day of full closure; or
 - 1.2.11.2 Your Premises is partially closed as a result of the damage, We will pay the Daily Cash Benefit HKD375 for each day of partial closure.
- For all partial or full closures, We will pay the Daily Cash Benefit for the maximum of one hundred and twenty (120) days in total in respect of any one Period of Insurance.
- We will not pay if Your Insured Property, as defined in the Schedule, is not rebuilt, repaired or replaced, or if the partial or full closure is less than seventy-two (72) hours.
- 1.2.12. Demonstration and Exhibition – Loss of or damage to Your Insured Property, as defined in the Schedule, whilst on demonstration or exhibition in Hong Kong, up to a maximum limit of HKD100,000 in respect of any one Period of Insurance and shall be reduced by the amount of the Excess stated in the Schedule.
- 1.2.13. Portable Electronic Equipment and/or Device – Loss of or damage to Your Portable Electronic Equipment and/or Device including mobile phone in relation to Your Business occurring anywhere within Hong Kong provided that the Company's liability shall not exceed HKD5,000 per item and HKD20,000 in aggregate for any one Period of Insurance.

- 1.2.14. Personal Effects - In the event of an Accident giving rise to a claim under Cover Section 1 (Material Damage) and causing loss of or damage to the clothing or personal effects of You, Your directors, partners and Employees (except money and those property specified in Exclusions of Cover Section 1 or otherwise insured) whilst within the Premises, We shall cover the loss of or damage to these items up to HKD5,000 per person and HKD10,000 in respect of any one Period of Insurance.

For the purposes of this Additional Benefit and Limitation, Accident means a sudden unforeseen and fortuitous event.

1.3 Exclusions Applicable to Cover Section 1

- 1.3.1. Excluded Causes – This Policy does not cover:

- 1.3.1.1 Damage to Your Insured Property, as defined in the Schedule, caused by:

- (a) interruption of the water supply, gas, electricity or fuel systems or failure of the effluent disposal systems to and from the Premises, unless damage by a cause not excluded in this Policy ensues for which We shall be liable only for such ensuing damage.
- (b) (i) collapse or cracking of Buildings; or
(ii) extremes or changes in temperature, dampness, dryness, wet or dry rot, fungus shrinkage, evaporation, loss of weight, pollution, contamination, change in colour, flavour, texture or finish, action of light vermin insects marring or scratching,

unless such loss is caused directly by damage to Your Insured Property, as defined in the Schedule, or to Premises containing such property by a cause not excluded in this Policy.

- (c) (i) theft except from a Building and only if there is violent and forcible entry to or exit from such Building;
(ii) acts of fraud or dishonesty;
(iii) disappearance, unexplained or inventory shortage, misfiling or misplacing or information shortage in supply or delivery of materials or shortage due to clerical or accounting error;
(iv) cracking, fracturing, collapse or overheating of boilers, economisers, vessels tubes or pipes, nipple leakage or the failure of welds of boilers;
(v) derangement of machinery or equipment; or
(vi) bursting, overflowing, discharging or leaking of water tanks apparatus or pipes when the Premises is empty or disused;

unless:

- (i) damage by a cause not excluded in this Policy ensues for which We shall be liable only for such ensuing damage; or
(ii) such loss is caused directly by damage to Your Insured Property, as defined in the Schedule, or to Premises containing such property by a cause not excluded in this Policy.
- (d) (i) coastal or river erosion;

- (ii) subsidence ground heave or landslip;
- (iii) normal settlement or bedding down of new structures;
- (iv) wind, rain, hail, frost, snow, flood, sand or dust to movable property in the open or in open sided Buildings or to fences and gates; or
- (v) the freezing solidification or inadvertent escape of molten material.

1.3.1.2 Damage caused by or arising from:

- (a) any wilful act or wilful negligence on Your part or any person acting on Your behalf; or
- (b) cessation of work delay or loss of market or any other consequential or indirect loss of any kind or description whatsoever.

1.3.1.3 Damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences, namely:

- (a) (i) permanent or temporary dispossession resulting from confiscation, nationalisation, commandeering or requisition by any lawfully constituted authority; or
- (ii) permanent or temporary dispossession of any Building resulting from the unlawful occupation of such Building by any person,

provided that We are not relieved of any liability to You in respect of damage to Your Insured Property, as defined in the Schedule, occurring before dispossession or during temporary dispossession which is otherwise insured by this Policy;

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

1.3.1.4 loss of or damage to any electrical plant, apparatus or installation caused by its own over-running, excessive pressure, short circuiting or self-heating.

1.3.2. Excluded Property – This Policy does not cover:

- 1.3.2.1 (a) money, cheques, stamps, bonds, credit cards, securities of any description, jewellery, precious stones, precious metals, bullion, furs, curiosities, rare books or works of art unless specifically mentioned as insured by this Policy and only in respect of the perils specified below;
- (b) glass, china, earthenware, marble or other fragile or brittle objects unless extended under Clause 1.2.6; or
- (c) electronic installations, computers and data processing equipment, but this shall not exclude damage (not otherwise excluded) caused by fire, lightning, explosion, aircraft riot, strikers locked-out workers, persons taking part in labour disturbances, malicious persons, impact by any road vehicles or animals, earthquake, windstorm, flood, bursting overflowing, discharging or leaking of water tanks apparatus or pipes.

1.3.2.2 unless specifically mentioned as insured by this Policy, goods held in trust or on commission, documents, manuscripts, Business books, computer system records, patterns, models, moulds, plans, designs, explosives.

- 1.3.2.3 (a) vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives or rolling stock, watercraft, aircraft, spacecraft or the like.

- (b) property in transit other than within the Premises specified in the Schedule.
- (c) property or structures in course of demolition construction or erection and materials or supplies in connection therewith.
- (d) land (including top-soil back-fill drainage or culverts), driveways, pavements, roads, runways, railway lines, dams, reservoirs, canals, rigs wells, pipelines, tunnels, bridges, docks, piers, jetties, excavations, wharves, mining property underground, off-shore property.
- (e) livestock, growing crops or trees.
- (f) property damaged as a result of it undergoing any process.
- (g) machinery during installation, removal or resiting (including dismantling and re-erection) if directly attributable to such operations.
- (h) property undergoing alteration, repair, testing, installation or servicing including materials and supplies therefore if directly attributable to the operations or work being performed thereon, unless damage by a cause not otherwise excluded in this Policy ensues for which We shall be liable only for such ensuing loss.
- (i) property more specifically insured under Other Insurance.
- (j) satellites.

1.3.2.4 Damage to property which at the time of the happening of such damage is insured by or would be (but for the existence of this Policy) insured by any marine policy or policies, except in respect of any Excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.

1.3.2.5 Damage to boilers economisers, turbines or other vessels machinery or apparatus in which pressure is used or their Contents resulting from their explosion or rupture.

1.3.2.6 loss to all overhead transmission and distribution lines including wire, cable, poles, pylons, standards, towers, or other supporting structures which may be attendant to the transmission or distribution of electrical power, telecommunications, or any other communications signals. It applies to the aforementioned equipment which is located beyond a radius of three hundred (300) metres (or one thousand (1000) feet) of an insured Premises.

1.3.2.7 any electronic cryptographic or virtual currency such as Bitcoin or anything similar.

1.4 **How We settle any valid claim** – We will pay to You the value of Your Insured Property, as defined in the Schedule, suffering accidental physical loss, destruction or damage (hereinafter termed Damage) at Our option to reinstate or replace such property or any part thereof. We will pay the cost of reinstatement, repair or replacement of the damaged Contents to a condition similar to but not better nor more extensive than the condition it was in when new and the actual cost of the damaged Contents.

Our liability in respect of any one loss or in the aggregate of any one Period of Insurance shall not exceed:

1.4.1 in respect of each item, the sum expressed in the Schedule to be insured or as the total Sum Insured;

1.4.2 any Limit of Indemnity shown in the Schedule,

or any other such sum as may be substituted or attached by memorandum hereon signed by or on behalf of Us.

Cover Section 2 – Business Continuity

- 2.1 **Benefit** – We will indemnify You for Increased Cost of Working expenses if the Business is Interrupted as a consequence of loss or damage by an insured event happening during the Period of Insurance for which We have agreed to pay under Cover Section 1 (Material Damage) of this Policy.

Increased Cost of Working is limited to, and the amount payable up to the Limit of Indemnity specified in the Schedule in respect of it should be, the additional expenditure necessarily and reasonably incurred by You in consequence of the damage for the purpose of resuming or maintaining Business operations during the Indemnity Period.

2.2 Additional Benefits and Limitations

2.2.1. Professional Accountants' Charges – Professional accountants' charges up to HKD50,000 in respect of any Occurrence necessarily and reasonably incurred for producing and certifying any particulars, information or evidence required by Us in connection with the investigation and verification of any claims under this Cover Section.

2.2.2. Denial of Access – Increased Cost of Working resulting from interruption of the Business in consequence of loss of or damage to property in the vicinity of the Premises which prevents or hinders the use of the Premises or access to it irrespective of whether insured or not, provided that We shall not be liable for any claims relating to the first forty-eight (48) consecutive hours of each such Interruption.

2.2.3. Failure of Public Utilities – Loss as insured by this Cover Section resulting from Interruption of the Business in consequence of loss of or damage to property at any electricity station or substation, gas works or water works of the public utility undertakings from which You obtain electricity, gas or water, provided that We shall not be liable for any claims relating to the first forty-eight (48) consecutive hours of each failure.

2.3 Definitions Applicable to Cover Section 2

2.3.1. Indemnity Period – the period beginning with the occurrence of the damage and ending not exceeding twelve (12) months thereafter during which the result of the Business shall be affected in consequence of the damage.

- 2.4 **How We settle any valid claim** – We will indemnify You up to the maximum amount stated in the Schedule in respect of the Increased Cost of Working resulting from such Interruption. Cover shall cease automatically once the Business is wound up or otherwise permanently discontinued or is carried on by a receiver or liquidator.

Cover Section 3 – Money

- 3.1 **Benefit** – We will indemnify You for accidental loss of Money anywhere in Hong Kong up to the Limit of Indemnity as specified in the Schedule in respect of any Occurrence happening during the Period of Insurance:

3.1.1. Money in Transit;

3.1.2. Cash on Premises within office hours;

3.1.3. Cash on Premises outside office hours but in a safe;

3.1.4. Cash on Premises outside office hours and not in a safe;

3.1.5. Cash in a bank night safe;

3.1.6. Loss of crossed cheques and/or cheque orders.

3.2 Additional Benefits and Limitations

- 3.2.1. Damage to Safe – Loss of or damage to a safe or strongroom directly associated with any theft or attempted theft therefrom, We will indemnify against such loss or damage up to HKD50,000 in respect of any Occurrence.
- 3.2.2. Seasonal Increase – This Policy’s Limit of Indemnity is increased by twenty per cent (20%) of the declared value of Stock for losses occurring during the following periods:
 - 3.2.2.1 thirty (30) days before Christmas Day and for sixteen (16) days following Christmas Day;
 - 3.2.2.2 twenty-one (21) days before the first day of Chinese New Year holidays and for seven (7) days following the last day of Chinese New Year holidays; and
 - 3.2.2.3 fourteen (14) days before Good Friday and five (5) days following Good Friday.
- 3.2.3. Credit Card – We will indemnify You against loss due to the fraudulent use of a company Credit Card during the Period of Insurance for up to a maximum limit of HKD3,000. Any loss of a company Credit Card must be (i) reported to the police within twenty-four (24) hours of discovering the loss; and (ii) reported to the Credit Card issuing company immediately upon discovering the loss.

3.3 Definitions Applicable to Cover Section 3

- 3.3.1. Money means current coin, bank notes, currency notes, cheques, credit card sales and/or discount house vouchers, postal orders, money orders, unused postage and revenue stamps and including the value of stamps contained in franking machines whilst contained at the Premises and whilst in transit to and from the Premises anywhere in Hong Kong, including whilst contained in the night safe of any bank or financial institution where Your Business transacts, and in the personal custody of You and/or persons authorized by You whilst contained in their private residences.
- 3.3.2. Money in Transit means Money in transit to or from the Premises while in Your personal custody or in the custody of persons that You have authorized (at least two (2) authorized persons for the transit not exceeding the Limit of Indemnity as stated in the Schedule).
- 3.3.3. Credit Card means bank, charge, credit, debit, cash or pre-paid fuel card.

3.4 Exclusions Applicable to Cover Section 3

This Cover Section 3 does not cover loss or liability for Money:

- 3.4.1. whilst being carried by professional money carriers, professional carriers or common carriers which is more specifically insured excepting the Excess amount over such more specific insurance which Excess is held to be covered under this Cover Section;
- 3.4.2. stolen from an unlocked or unattended vehicle;
- 3.4.3. stolen from a safe, strongroom or security enclosure opened by a key or by use of details of a combination either of which has been left at the Premises while closed for Business;
- 3.4.4. where the loss is not discovered within sixty (60) working days; or
- 3.4.5. in collusion or fraudulent or dishonest acts, fraudulent misappropriation, embezzlement, forgery, counterfeiting data corruption, unauthorized amendment of data and erasure by electronic or non-electronic means of Insured Property, as defined in the Schedule, and/or Money by You, Your directors, partners or any Employee following visible forceful entry.

- 3.5 **How We settle any valid claim** – the basis of settlement shall be in the money of the country in which the loss was sustained or in the Hong Kong dollar equivalent thereof determined at the rate of exchange at the time of settlement of the loss.

Cover Section 4 – Liability

- 4.1 **Benefit** – We will indemnify You for all sums which You become legally liable to pay as Compensation in respect of:

4.1.1. Personal Injury; or

4.1.2. Property Damage,

occurring within the Territory, as specified in the Schedule during the Period of Insurance as a result of an Occurrence happening in connection with the Business.

4.2 **Additional Benefits and Limitations**

4.2.1. **Contractor's Liability** – Indemnify all sums which You shall become legally liable to pay as Compensation consequent upon Personal Injury or Property Damage arising out of or caused by or in connection with the alteration and/or addition to the Premises (as stated in the Schedule) owned, occupied or managed by You, provided that the value of such works does not exceed the total of HKD500,000. We shall not be liable for any claim recoverable from any valid third party liability policy or the third party liability section of any contractors' all risks policy held by You or Your contractors.

4.2.2. **Defence Costs and expenses** – In addition to Our liability to indemnify You under Cover Section 4.1, We will pay:

4.2.2.1 Defence Cost incurred by You with Our prior written agreement, such agreement not to be unreasonably withheld;

4.2.2.2 all costs incurred by Us in the defence or investigation of any claim, suit or proceeding brought against You, including any such costs incurred in pursuing a claim against a third party for contribution or indemnity with a view to reduce the net amount of any Compensation that may be payable by You (Our Defence Cost);

4.2.2.3 all Defence Costs incurred by Us.

Such costs are payable subject to the following:

(a) We are not obliged to pay any Defence Cost or incur Our Defence Cost or to defend any suit after Our liability under Cover Section 4.1 to indemnify You has been exhausted; or

(b) If a payment exceeding Our liability under Cover Section 4.1 to indemnify You has to be made to dispose of a claim, Our liability for Defence Costs and Our Defence Cost is limited to the proportion that Our liability to indemnify You under this Policy bears to that payment.

4.2.3. **First Aid** – Indemnify You and any member of Your first aid medical organisation (other than a qualified medical practitioner) employed under a contract of service or apprenticeship with You against legal liability as defined in respect of medical treatment given by such member on the Premises in the course of his/her employment with You.

4.2.4. **Food and Drinks** – Indemnify You for legal liability arising from bodily injury or illness directly caused by food or drink poisoning or the presence of deleterious matter in such food or drink provided that such food and drink are supplied free of charge as a service to any third party for

consumption in the Premises. The maximum We will pay is HKD3,000,000 for any Occurrence and in aggregate.

- 4.2.5. Overseas Visits – Indemnify You or any of Your directors, partners or Employees who normally reside in Hong Kong and during occasional visits outside of Hong Kong in connection with the Business for legal liability incurred, provided that the cover hereunder shall not apply to any manual working assignments abroad and You or any of Your directors, partners or Employees shall observe, fulfil and be subject to the terms, limits and jurisdiction of this Policy.
- 4.2.6. Signboard – Indemnify You for legal liability as a result of Personal Injury or Property Damage caused by Your neon signs, signboard or banners whilst they are fixed in a proper position and not exceeding five (5) meters from Your Premises or concession.
- 4.2.7. Tenant’s Liability – Indemnify You for Your legal liability as tenant to the landlord against Property Damage to the Premises or fixtures or fittings thereof hired or rented by You provided that such liability shall not apply to any liability assumed under a tenancy or other agreement but which would not have attached in the absence of such agreement. The maximum We will pay is HKD5,000,000 for any Occurrence.
- 4.2.8. Sudden and Accidental Pollution – Indemnify You for your legal liability for Personal Injury or Property Damage otherwise excluded under this Policy which arises from a sudden, identifiable, unintended and unexpected event from the standpoint of You which takes place in its entirety at a specific time and place in Hong Kong.

This Policy also does not cover any cost of preventing the escape of Pollutants.

- 4.2.9. Social and/or Welfare Club – Indemnify You and/or any member of Your social or welfare clubs whilst undertaking activities on behalf of such clubs (whether committee members or otherwise) for legal liability as a result of Personal Injury or Property Damage in any Occurrence happening in connection with their Business as welfare or social clubs.

Provided that:

- 4.2.9.1 such social and/or welfare clubs and/or members are not entitled to indemnity under any other policy of insurance, otherwise the indemnity granted herein will apply only in respect of an amount in excess of that provided by such other policy;
- 4.2.9.2 such social and/or welfare clubs and/or members shall observe, fulfil and be subject to the terms, exclusions and conditions of this Policy insofar as they apply; or
- 4.2.9.3 the Limit of Indemnity shall apply inclusive of this benefit.

4.3 Definitions Applicable to Cover Section 4

- 4.3.1. Aircraft – any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.
- 4.3.2. Compensation – monies paid or payable by judgment or settlement together with any liability on Your part to pay legal costs and expenses (other than those referred to in 4.2.2) for:
 - 4.3.2.1 Personal Injury; or
 - 4.3.2.2 Property Damage,but Compensation is only payable in respect of an Occurrence to which Cover Section 4 applies.
- 4.3.3. Computer System means any computer hardware, software, firmware, electronic device, electronic data storage device, electronic data backup facility, networking device or any components thereof or any associated input and output devices, including those that have the

capability to be linked together through the internet or internal network or that are connected through data storage or other devices.

- 4.3.4. Data means any corporate or personal information in any format, including record, reports, designs, plans, formulas, processes, trade secrets, patents, financial information, medical or healthcare information, contact information, account numbers, account histories, passwords or credit or debit card details, whether or not in electronic form, and whether or not belonging to You.
- 4.3.5. Defence Cost – reasonable and necessary costs, charges, fees (including but not limited to the professional fees of legal counsels and/or experts) and expenses (other than regular or overtime wages, salaries or fees of Your directors, officers or Employees) incurred in defending or investigating any claim, suit or proceeding brought against You in respect of which any Compensation paid by You would be covered under this Policy, including any such costs incurred in pursuing a claim against a third party for contribution or indemnity with a view to reduce the net amount of any Compensation that may be payable by You.
- 4.3.6. Employment Practices – any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, sexual harassment or discrimination in respect of employment or prospective employment by You.
- 4.3.7. Incidental Contract:
- 4.3.7.1 any written rental agreement or lease of real property;
- 4.3.7.2 any written contract with any public authority for the supply of water, gas, electricity or telephone services except those contracts in connection with work done for such authorities; or
- 4.3.7.3 any written contract with any railway authority for the loading, unloading and/or transport of any Product, including contracts relating to the operation of railway sidings.
- 4.3.8. Loss of Consortium – loss of companionship, comfort, spouse society or sexual relations, claimed by the husband, wife or de facto partner of any person who sustains Personal Injury; but not including claims for emotional distress suffered by, or loss of domestic or household support services provided to any relative of the person who sustains the Personal Injury.
- 4.3.9. Malware means software, programs, files, contents or instructions of a malicious nature including malicious code, ransomware, cryptoware, viruses, trojans, worms, zero day attacks, logic or time bombs which may disrupt, impede access to or in any way corrupt the functioning or operation of or Data within any software or Computer System.
- 4.3.10. Personal Injury:
- 4.3.10.1 bodily injury, death, illness, disability, Loss of Consortium;
- 4.3.10.2 false arrest, detention, false imprisonment, malicious prosecution;
- 4.3.10.3 wrongful entry or wrongful eviction; or
- 4.3.10.4 assault and battery not committed by or at the direction of You unless committed for the purpose of preventing or eliminating danger to persons or property.
- 4.3.11. Product – any goods or product(s) (after they have ceased to be in the possession or under the control of You) manufactured, constructed, erected, installed, repaired, serviced, treated, sold, supplied or distributed by You including any container thereof other than a Vehicle associated with such container.

- 4.3.12. Products Hazard – Personal Injury and/or Property Damage arising out of a Product or its use, or reliance upon a representation or warranty made at any time with respect to the Product, but only where such Personal Injury or Property Damage occurs:
 - 4.3.12.1 away from Premises owned or occupied by You; and
 - 4.3.12.2 after physical possession of the Product has been relinquished to others.
- 4.3.13. Property Damage:
 - 4.3.13.1 physical damage to, destruction of or loss of tangible property including the loss of use at any time resulting therefrom; or
 - 4.3.13.2 loss of use of tangible property which has not been physically injured or destroyed, provided such loss of use is caused by physical damage of other tangible property.
- 4.3.14. Vehicle – any types of machine on wheels or on caterpillar tracks made or intended to be self-propelled by mechanical power.
- 4.3.15. Watercraft – any vessel, craft or thing made or intended to float on or in or travel on, through or under the water.

4.4 Exclusions Applicable to Cover Section 4

This Cover Section 4 does not cover:

- 4.4.1. any liability:
 - 4.4.1.1 in respect of which You are or would be entitled to indemnity under any fund, scheme, policy of insurance or self-insurance pursuant to or required by any legislation relating to workers' compensation whether or not such insurance has been effected;
 - 4.4.1.2 imposed by the provisions of any industrial award or agreement or determination where such liability would not have been imposed in the absence of such industrial award or agreement or determination;
 - 4.4.1.3 relating to Employment Practices; or
 - 4.4.1.4 arising out of and in the course of employment.
- 4.4.2. Property Damage to property owned, leased, hired by, under hire purchase, on loan or rented to You or otherwise in Your care custody or control other than:
 - 4.4.2.1 Premises (or the Contents thereof) temporarily occupied by You for the purpose of carrying out works thereto or thereon, but this Cover Section does not cover legal liability arising out of or in any way connected with physical damage to or destruction of that part of any Premises on which You are or have been working if the physical damage or destruction arises out of such work;
 - 4.4.2.2 other property (not owned by You) temporarily in Your possession but:
 - (a) this Cover Section does not cover legal liability arising out of or in any way connected with physical damage to, destruction of or loss of that part of any property upon which You are or have been working; and
 - (b) Our maximum liability is HKD250,000 for any Occurrence and HKD500,000 in respect of any one Period of Insurance.
- 4.4.3. any liability assumed under a contract except where:

- 4.4.3.1 that liability would otherwise exist at law in the absence of the contract; or
 - 4.4.3.2 the contract is an Incidental Contract and the liability does not arise by reason of an obligation to insure a leased property or an obligation to indemnify a landlord irrespective of fault.
- 4.4.4. loss of use of tangible property which has not been physically damaged or destroyed resulting from:
- 4.4.4.1 a delay in or lack of performance by or on behalf of You in respect of any contract or agreement; or
 - 4.4.4.2 the failure of a Product or work performed by or on behalf of You to meet the level of performance, quality, fitness or durability warranted or represented by You; but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical damage to or destruction of the Product or work performed by or on behalf of You after the Product or work has been put to its intended use by any person or organisation other than You.
- 4.4.5. Property Damage to:
- 4.4.5.1 any Product or any part of it if such damage is attributable to any defect therein or the harmful nature or unsuitability thereof; or
 - 4.4.5.2 any part of any property that must be repaired, reconditioned or replaced by reason of incorrect work performed by You or on Your behalf, or by reason of materials or equipment which are or are proved to be defective or inadequate in connection with such work, but this exclusion does not apply to Personal Injury or Property Damage resulting from such work.
- 4.4.6. the recall, inspection, repair, adjustment, removal, replacement or loss of use of any Product or work completed by or for You.
- 4.4.7. any product guarantee or warranty given by or on behalf of You.
- 4.4.8. any:
- 4.4.8.1 Aircraft or hovercraft;
 - 4.4.8.2 airstrip or helipad; or
 - 4.4.8.3 Watercraft exceeding eight (8) metres in length while on, in or under the water.
- 4.4.9. any Product that is incorporated with Your knowledge in an Aircraft.
- 4.4.10. the use of a Vehicle owned by, or in the physical or legal control of You:
- 4.4.10.1 which is required by law to be registered; or
 - 4.4.10.2 in respect of which insurance is required by virtue of any legislation.
- but this exclusion does not apply to:
- (a) Vehicle (other than a Vehicle owned or used by or on behalf of You) whilst that Vehicle is in a car park owned or operated by You other than for income or reward as a car park operator; or
 - (b) Personal Injury or Property Damage occurring during the loading or unloading of a Vehicle caused by or arising from the collection or delivery of any goods from or to the

Vehicle where such Personal Injury or Property Damage occurs beyond the limits of any carriageway or thoroughfare, and where applicable legislation does not require insurance against such liability.

- 4.4.11. the discharge, dispersal, release, seepage, migration or escape of Pollutants, including the cost of testing, monitoring, treating, detoxifying, removing, neutralizing or cleaning up Pollutants.
- 4.4.12. the cost of preventing the escape of Pollutants.
- 4.4.13. fines, penalties, punitive, exemplary, liquidated or aggravated damages.
- 4.4.14. the rendering of or failure to render professional advice or service by You or any error or omission connected therewith.
- 4.4.15. tobacco, tobacco smoke, or any ingredient or additive present in or used with tobacco.
- 4.4.16. Compensation (or any part thereof) which cannot be recovered or claimed as contribution from some other party by reason of a contract which limits or excludes Your right to so recover or claim.
- 4.4.17. any liability in respect of Personal Injury to any member of Your family or household or person under a contract of services or apprenticeship with You or labour, master and person hired or borrowed from any company firm or individual whilst working for You in connection with Your Business or any Employee of You if the Personal Injury arises out of and in the course of his/her employment or in respect of any claim by any Government or other Authority for Compensation or reimbursement under any legislation relating to such Personal Injury.
- 4.4.18. any liability including, but not limited to, losses, cost or expenses related to, arising from, associated with clean-up, remediation, containment, removal or abatement, caused directly or indirectly, in whole or in part, by:
 - 4.4.18.1 any Fungus(i), Mold(s), mildew or yeast;
 - 4.4.18.2 any Spore(s) or toxins created or produced by or emanating from such Fungus(i), Mold(s), mildew or yeast;
 - 4.4.18.3 any substance, vapor, gas or other emission or organic or inorganic body or substance produced by or arising out of any Fungus(i), Mold(s), mildew or yeast; or
 - 4.4.18.4 any material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure, that contains, harbors, nurtures or acts as a medium for any Fungus(i), Mold(s), mildew, yeast, or Spore(s) or toxins emanating therefrom,

regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that loss, injury, damage, cost or expense.

For the purposes of this exclusion, the following definitions are added to this Policy:

Fungus(i) - includes, but not limited to, any plants or organisms belonging to the major group fungi, lacking chlorophyll, and including Molds, rusts, mildews, smuts and mushrooms. or building component that contributed concurrently or in any sequence to that loss, injury, damage, cost or expense.

Mold(s) - includes, but not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and Fungi that produce Molds.

Spore(s) means any dormant or reproductive body produced by or arising or emanating out of any Fungus(i), Mold(s), mildew, plants, organisms or microorganisms.

- 4.4.19. any liability arising out of or in any way connected the inhalation or ingestion of, or exposure to silica in any form or loss of use of property due to the presence of silica in any form.
- 4.4.20. any liability arising out of or in any way connected with any sexual assault and/or molestation and/or any sexual interference with any person.
- 4.4.21. any liability arising out of or in way connected with Products Hazards.
- 4.4.22 any liability directly or indirectly arising out of or in connection with:
- 4.4.22.1 the modification, corruption, loss, destruction, theft, collection, misuse, extortion of, illegitimate or unauthorized access, restricted or inability to access or unlawful or unauthorized processing or disclosure of Data including where arising from the loss, damage, destruction or theft of any computer, electronic device, hardware or component thereof which contains Data.
- 4.4.22.2 (a) unauthorized access or access by Malware to;
- (b) the presence of Malware on;
- (c) the spread of Malware by;
- (d) the unauthorized use of;
- (e) the malicious use of; or
- (f) malicious interference with or any distributed denial of service attack against any Computer System:
- (i) owned, operated, controlled, leased or used; or
- (ii) sold, supplied, altered, constructed, repaired, services, designed, tested, installed or processed
- by or on Your behalf.
- 4.4.23 any liability arising from any action for Compensation brought in the courts of law of any territory outside Hong Kong.
- 4.4.24 any claim for 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 any PFAS, such as any perfluoroalkyl or polyfluoroalkyl substances for example.

For the purposes of this Exclusion, 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, contain, test for or in any way respond to or assess the effect of any PFAS, such as any perfluoroalkyl or polyfluoroalkyl substances for example.

PFAS means any organic molecule, salt, free radical or ion, the composition of which includes at least one:

- (a) perfluorinated methyl group (-CF₃); or
- (b) perfluorinated methylene group (-CF₂-).

- 4.4.25 any injury, damage, expense, cost, loss, liability or legal obligation of any nature whatsoever caused by, arising out of, related to, or resulting from, directly or indirectly, in whole or in part, any Communicable Disease.

This exclusion applies even if the claims against any Insured allege negligence or other wrongdoing in the:

- (a) supervising, hiring, employing, training or monitoring of others that may be infected with and spread a Communicable Disease;
- (b) testing for a Communicable Disease;
- (c) failure to prevent the spread of a Communicable Disease; or
- (d) failure to report a Communicable Disease to authorities.

For the purpose of this exclusion, the following definition is added to the Policy:

Communicable Disease means any infectious disease, including any virus, bacteria, microorganism, or pathogen that actually or allegedly induces or are capable of inducing physical distress, illness or disease.

4.5 **Other Conditions Applicable to Cover Section 4**

- 4.5.1. **Cross Liability** – Each of the parties comprising You under Cover Section 4 is considered a separate legal entity and the word You applies to each party as if a separate Policy had been issued to each of the said parties but nothing contained in this clause will operate to increase the Limit of Indemnity under Cover Section 4.
- 4.5.2. **Claim Cost Below Excess** – If the cost of a third party claim made against You and Defence Cost are not likely to exceed the applicable Excess, We may elect at our discretion not to defend the third party claim. In these circumstances and, subject to the provisions of this Policy, You are responsible for the handling and payment of the third party claim and its Defence Costs up to the amount of the applicable Excess.

4.6 **How We settle any valid claim** – Unless otherwise stated in this Policy:

- 4.6.1. Our liability to indemnify You under Cover Section 4 will not exceed the Limit of Indemnity applicable to Cover Section 4 in respect of any Occurrence.
- 4.6.2. The Excess applicable to Cover Section 4 is the amount stated in the Schedule. The Excess applies to each Occurrence or each claim as indicated in the Schedule. Our liability to indemnify You under Cover Section 4 is over and above the Excess.

Cover Section 5 – Employee Dishonesty

- 5.1 **Benefit** – We reimburse You all such direct pecuniary loss not exceeding the Amount of Guarantee as specified in the Schedule as the employer shall sustain by all acts of fraud or dishonesty committed by any Employee, for the following durations:
 - 5.1.1. during the Period of Insurance;
 - 5.1.2. during the uninterrupted continuance employment of such Employee; and
 - 5.1.3. in connection with his occupation and discovered during the Period of Insurance or within six (6) months thereafter or within six (6) months after the termination of such employment, whichever shall happen first.

5.2 Other Conditions Applicable to Cover Section 5

- 5.2.1. Notice in writing shall be given to Us within seven (7) days after any act or fraud or dishonesty on part of any Employee or reasonable cause for suspicion thereof or any improper conduct shall have come to the knowledge of You or any of Your representative to whom is entrusted the duty of superintendence over any of the Employee. No amount shall be payable under this Policy in respect of the Employee for any act committed after such knowledge have become known to You or Your representative.
- 5.2.2. Within three (3) months after such notice You shall deliver to Us full details of such claim and shall furnish proof of the identity of the Employee concerned and of the validity of such claim. We shall not be liable to pay more than one claim in respect of any one of the Employee.
- 5.2.3. All books of accounts of Your Business or any accountant's reports thereon shall be open to the inspection of Us and You shall give all information and assistance to enable Us to sue for and obtain reimbursement by any one of the Employee or his estate of any monies which We shall have paid or become liable to pay under this Policy.
- 5.2.4. Any Monies of any one of the Employee in respect of whom a claim is made in the hands of You, and any Monies which but for any act of fraud or dishonesty committed by such one of the Employee, would have been due to that Employee from You shall be deducted from the amount of the loss before a claim is made under this Policy.
- 5.2.5. You shall share with Us any other recovery (excluding insurance and reinsurance and any counter security taken by Us) made by either on account of any loss in the proportions that the amount of the loss borne by each bears to the total amount of the loss.
- 5.2.6. If at the time of any claim arising under this Policy there be any subsisting guarantee or security in respect of the acts or defaults of the Employee, We shall not be liable to pay or contribute more than its rateable proportion of such claim.
- 5.3 **How We settle any valid claim** – We agree to reimburse You for all such direct pecuniary loss not exceeding the Amount of Guarantee specified in the Schedule. If this Policy shall be continued in force for more than one Period of Insurance, or if any liability shall exist on the part of Us under this Policy, and also under any other policy in respect of fraud or dishonesty of the Employee, the liability of We hereunder shall not be accumulated or increased thereby but the aggregate of Our liability during any number of Periods of Insurance and for any number of acts or fraud or dishonesty committed by the Employee shall not exceed the Amount of Guarantee or the amount guaranteed under any other policy as aforesaid, whichever is the greater.

Cover Section 6 – Personal Assault

6.1 **Benefit** – We will pay when an Insured Person suffers a Bodily Injury during the Period of Insurance:

- 6.1.1. **Accidental Death and Disablement**
from an Event described in the following Table of Events that occurs within twelve (12) months of the date of the Bodily Injury, We will pay HKD75,000 for the Event set out in the Table of Events.

Table of Events:

- Death
- Permanent Total Disablement
- Loss of sight in one or both eyes
- Loss of use of one Limb

6.1.2. Fractured Bones – resulting in a fracture, We will pay the Insured Person the Sum Insured specified in the table below up to HKD25,000 (hereinafter defined as Fractured Bones Benefits), provided always that:

6.1.2.1 this benefit shall not be payable to any Insured Person if he/she has been diagnosed as having osteoporosis prior to the date on which they were first covered under Cover Section 6;

6.1.2.2 if the Insured Person is diagnosed as having osteoporosis after the date on which they were first covered under Cover Section 6, We will only pay this benefit for the first Simple Fracture or Other Fracture sustained, and no further payments will be made under this benefit.

| Note: The following fractured bones must occur within twelve (12) months of the date of the Bodily Injury | The benefits shown below are a percentage (%) of the Fractured Bones Benefits |
|---|---|
| 1. Neck, skull or spine (Complete Fracture) | 100% |
| 2. Hip | 75% |
| 3. Jaw, pelvis, leg, ankle or knee (Other Fracture) | 50% |
| 4. Cheekbone, shoulder or Hairline Fracture of skull or spine | 30% |
| 5. Arms, elbow, wrist or ribs (Other Fracture) | 25% |
| 6. Jaw, pelvis, leg, ankle or knee (Simple Fracture) | 20% |
| 7. Nose or collar bone | 20% |
| 8. Arm, elbow, wrist or ribs (Simple Fracture) | 10% |
| 9. Finger, thumb, foot, hand or toe | 7.5% |

Total benefits - Our maximum liability under paragraphs 6.1.1 and 6.1.2 is limited to HKD75,000 in respect of any Occurrence.

6.2 Definitions Applicable to Cover Section 6

6.2.1. Bodily Injury – a bodily injury by violent external and visible means as resulting solely from robbery or attempted theft and which occurs independently of any illness or other cause, where the bodily injury and robbery or attempted theft occurred within Hong Kong during the Period of Insurance and whilst the person is an Insured Person.

6.2.2. Complete Fracture – a fracture in which the bone is broken completely across and no connection is left between the pieces.

6.2.3. Events – the Event(s) described in the relevant Table of Events set out in this Policy.

6.2.4. Hairline Fracture – mere cracks in the bone.

6.2.5. Insured Person – You or any of Your partners, directors or permanent Employees aged between eighteen (18) and sixty-five (65) years.

6.2.6. Limb – the entire limb between the shoulder and the wrist or between the hip and the ankle.

6.2.7. Other Fracture – any fracture other than a Simple Fracture.

6.2.8. Permanent Total Disablement – where, in the opinion of a Physician, the:

- 6.2.8.1 Insured Person is entirely and continuously unable to engage in, perform or attend to any occupation or Business for which he/she is reasonably qualified by reason of education, training or experience; and
- 6.2.8.2 above disability is having lasted twelve (12) consecutive months and at the expiry of that period, being beyond hope of improvement.
- 6.2.9. Physician – a doctor or specialist that is registered or licensed to practice medicine under the laws of the country in which they practice in. A Physician shall not be You; an Insured Person; a close relative of the Insured Person, a member of the immediate family of the Insured Person; or an Employee of You.
- 6.2.10. Simple Fracture – a fracture in which there is a basic and uncomplicated break in the bone and which in the opinion of a Physician requires minimal and uncomplicated medical treatment.

Cover Section 7 – Employees’ Compensation

- 7.1 **Benefit** – If any Employee in Your immediate employment shall sustain bodily injury or death by Accident occurring or Disease contracted during the Period of Insurance within the Geographical Area as specified in the Schedule and arising out of and in the course of his employment by You in the Business.

We will, subject to Limit of Indemnity as specified in the Schedule and to the terms, exceptions and conditions contained in or endorsed on this Policy and Schedule (all of which are hereinafter collectively referred to as “the Terms”), indemnify You against Your legal liability in respect of such bodily injury or death under The Ordinance and independently of The Ordinance to pay compensation, damages and claimant’s costs and expenses and also indemnify You against costs and expenses incurred by or on Your behalf with Our written consent in connection therewith.

In the event of any reform to The Ordinance during or subsequent to the Period of Insurance altering Your legal liability under The Ordinance, Our liability under Cover Section 7 shall be limited to such sums as We would have been liable to pay if The Ordinance had remain unaltered.

Further provided that the:

- 7.1.1. due observance and fulfilment of the Terms insofar as they relate to anything to be done or not to be done or to be complied with by You; and
- 7.1.2. truthfulness of the statements and answers in the Proposal and Declaration and the Estimated Earnings Declaration (herein defined under clause 7.6.1) and the Actual Earnings Declaration (herein defined under clause 7.6.2);

shall be conditions precedent to Our liability to make payment or to provide indemnity under Cover Section 7.

We will also, in the event of Your death, indemnify Your legal personal representatives in the Terms in respect of liability incurred by You provided that such legal personal representatives shall, as though they were You, observe, fulfil and be subjected to the Terms as applicable.

7.2 Definitions Applicable to Cover Section 7

- 7.2.1. Accident – an accident or a series of accidents arising out of one event.
- 7.2.2. The Company’s Indemnity – the indemnity provided under this Policy including costs and expenses incurred by or on Your behalf with Our written consent.
- 7.2.3. Disease – a disease contracted by Your Employee as a result of his exposure to the nature of his employment with You. Such exposure may extend over a period of time and part of which period may fall outside the Period of Insurance under this Policy.

- 7.2.4. Earnings – all gross wages, salaries, remunerations, commissions, bonuses, overtime, termination payments, allowances and the like directors’ fees or other benefits whether at piecework rates or otherwise and whether paid in cash or in kind by You to Your Employees.
- 7.2.5. Noise-Induced Deafness – has the same meaning as assigned to that expression in the Occupational Deafness (Compensation) Ordinance (Cap. 469).
- 7.2.6. Pneumoconiosis and Mesothelioma – have the same meaning as assigned to those expressions in the Pneumoconiosis and Mesothelioma (Compensation) Ordinance (Cap. 360).
- 7.2.7. Proposal and Declaration – any signed proposal form and declaration and any information supplied by or on Your behalf to Us.

7.3 **Limit of Indemnity Applicable to Cover Section 7**

- 7.3.1. In respect of any Accident or Disease giving rise to a claim or claims against You for which indemnity is provided under Cover Section 7, The Company’s Indemnity to You shall in the aggregate be limited to the amount specified in the Schedule as Limit of Indemnity irrespective of the number of Employees who may sustain bodily injury or death consequent on or attributable to the same occurrence of Accident or Disease.
- 7.3.2. In relation to any of Your liability in respect of a Disease contracted by an Employee due to the nature of his employment with You, to which such nature of employment extends over more than one Period of Insurance:
 - 7.3.2.1 the aggregate of The Company’s Indemnity to You under all insurance policies shall not exceed the Limit of Indemnity of the insurance policy that was in force at the time the nature of the Employee’s employment to which such Disease first affected the Employee; and
 - 7.3.2.2 subject to the limitation of paragraph 7.3.2.1 hereof, The Company’s Indemnity to You under Cover Section 7 shall be limited to such proportion of Your liability in respect of such Disease as that part of the Employee’s period of employment falling within the Period of Insurance of this Policy bears to the total period of his employment to the nature of which such Disease was due.
- 7.3.3. If the occurrence of any Accident or Disease results in indemnity hereunder to more than one Insured, the limitations of Our liability specified in paragraphs 7.3.1 and 7.3.2 hereof shall apply to the aggregate of indemnity to You.
- 7.3.4. At any time after the occurrence of any Accident or Disease giving rise to a claim or claims against You for which indemnity is provided under Cover Section 7, We may pay to You the full amount of Our liability specified in paragraph 7.3.1 or 7.3.2 hereof (after the deduction of any sums already paid) or any lesser amount for which such claim or claims can be settled and shall relinquish the conduct of any defence settlement or proceedings relating to such claim or claims. We shall not thereafter be responsible for any compensation damages or costs in respect thereof or for any costs or expenses whatsoever incurred by You after We shall have relinquished such conduct or for any loss damage or expenses caused to You in consequence of Our act or omission in connection therewith or of Our relinquishing such conduct.
- 7.3.5. If there should be any shortfall in the actual Earnings declared in accordance with paragraph 7.6.2 from the respective actual Earnings, The Company’s Indemnity shall be reduced proportionately by the extent of under-insurance; and the balance shall be borne by You. If no declaration of the actual Earnings by You is received by Us as prescribed, for the purpose of this clause, the Earnings estimated by You as at the commencement of the Period of Insurance shall be used in lieu of the actual Earnings that should have been declared to determine the extent of the under-insurance, if any.

7.4 Exclusions Applicable to Cover Section 7

This Cover Section 7 does not cover:

- 7.4.1. Your liability to Employees of Your contractors;
- 7.4.2. Your liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- 7.4.3. any sum which You would have been entitled to recover from any party but for an agreement between You and such party;
- 7.4.4. any liability arising from Pneumoconiosis or Mesothelioma or Noise-Induced Deafness;
- 7.4.5. Your liability to any person who is not Your Employee within the meaning of The Ordinance;
- 7.4.6. any late payment, surcharge, fines, penalties or punitive aggravated or exemplary damages for which You may become liable under The Ordinance or independently of The Ordinance; or
- 7.4.7. any injury by Accident or Disease where We have not been provided with sufficient written notice of the institution of proceedings in a court or tribunal to enable Us to be added as a party to the proceedings.

7.5 Right of Recovery Applicable to Cover Section 7

- 7.5.1. If We are obliged by The Ordinance to pay an amount for which We would not otherwise be liable for under Cover Section 7, You shall forthwith repay such amount to Us.

7.6 Insurance Premium Conditions Applicable to Cover Section 7

- 7.6.1. Prior to the commencement of the Period of Insurance, You shall supply Us with a declaration estimating the Earnings of the Employees employed in the Business during the Period of Insurance (such declaration is referred herein as the Estimated Earnings Declaration) on the basis of which a deposit premium becomes payable to Us.
- 7.6.2. You shall, within ninety (90) days after the expiry of the Period of Insurance or upon cancellation of this Policy, supply Us with a completed Premium Adjustment and Declaration of Earnings Form stating the actual Earnings of Employees and provide the relevant supporting documents during the Period of Insurance (such declaration is referred herein as the Actual Earnings Declaration). If the actual Earnings shall differ from the estimated Earnings, the difference in Premium shall be met by a further proportionate adjustment Premium to be paid to Us or by a Premium refund to You, as the case may be.
- 7.6.3. Premium payable by You in consideration of the indemnity provided under Cover Section 7 is the sum of the deposit Premium and the adjustment Premium calculated pursuant to paragraphs 7.6.1 and 7.6.2 hereof.
- 7.6.4. The name, Hong Kong Identity Card number, class of employment and Earnings of every of Your Employee employed in the Business from time to time during the Period of Insurance shall be properly recorded by You and retained in a safe place so that a record exists of all persons who are Your Employees for the purpose of Cover Section 7 and You shall at all reasonable times allow Us to inspect and obtain copies of such records.
- 7.6.5. If You fail to cooperate with Us in submitting the completed Premium Adjustment and Declaration of Earnings Form, without prejudice to any of Our other rights, We reserve the right to not renew this insurance upon expiry of this Policy.
- 7.6.6. You must provide MPF Contribution or any other relevant document(s) if requested by Us to certify the accuracy of wage declarations.

7.7 Other Conditions Applicable to Cover Section 7

- 7.7.1. Notices – Every notice or communication to be given or made under Cover Section 7 shall be delivered in writing to Us and in the case of notice or communication from Us to You, it shall be to the address as specified in the Schedule.
- 7.7.2. Precautions – You shall take all reasonable precautions to prevent Accidents and Diseases and shall comply with all relevant statutory requirements and obligations including but not limited to the provisions of the Factories and Industrial Undertakings Ordinance (Cap. 59) and any regulations, rules or notices issued made or promulgated thereunder.
- 7.7.3. Changes in Risk – You shall immediately notify Us in writing of any material change in the risk insured hereunder made by You or any other person during the Period of Insurance including but not limited to:
- 7.7.3.1 any merger with or acquisition of another company or business;
 - 7.7.3.2 You or any of Your subsidiary or holding company being placed in voluntary liquidation receivership or liquidation or entering into a composition with its creditors or being unable to pay its debts from its own resources;
 - 7.7.3.3 any material change in the nature of the Business or in the number of Your Employees; or
 - 7.7.3.4 right of inspection – We reserve the right and opportunity at all reasonable times to inspect the works, machinery plant and appliances used in the Business.
- 7.7.4. Terrorism Endorsement – Notwithstanding any provision to the contrary in this Policy thereto, it is hereby agreed that in respect of any bodily injury or death by Accident or Disease directly or indirectly caused by, resulting from or in connection with any Act of Terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to any bodily injury or death by Accident or Disease:
- 7.7.4.1 The Limit of Indemnity of this Policy shall be such amount which We actually receive from The Government of The Hong Kong Special Administrative Region of The People's Republic of China (The Government) pursuant to an agreement for provision of Facility dated March 31, 2003 between the government and Us, under which the Government authorized to make available to Us and other direct insurance companies to underwrite Employees' Compensation Insurance business in Hong Kong, a facility to enable them to meet claims under Employees' Compensation Insurance policies in respect of death and injury arising out of an event of terrorism (The Facility Agreement);
 - 7.7.4.2 We will only be required to make payment after the following has been received from The Government (i) an approval letter confirming that We should settle the claim and (ii) payment under The Facility Agreement;
 - 7.7.4.3 for the avoidance of doubt, We shall have no obligation to make payment if for whatever reason We do not receive payment from The Government under The Facility Agreement, whether or not due to The Government's contention that any bodily injury or death by Accident or Disease does not fall within the scope of The Facility Agreement, or Our breach of The Facility Agreement; and
 - 7.7.4.4 the indemnity in respect of terrorism shall not apply to any extended benefits under this Policy above the minimum coverage requirements under The Ordinance.

For the purpose of Cover Section 7, an Act of Terrorism means the use of any force or violence or other means or the threat thereof, of any person or persons, whether acting alone or on behalf of or in connection with any organization or government, for political, religious, or ideological

purpose with an intent to influence any government and/or put the public, or any section of the public, in fear.

If We allege that any bodily injury or death by Accident or Disease does not fall within the scope of this endorsement, the burden of proving the contrary shall be upon You.

7.8 **Claims Settlement Conditions Applicable to Cover Section 7**

- 7.8.1. Claims Notification Demands – In the event of any Occurrence which may give rise to a claim under this Policy, You shall immediately give notice thereof in writing to Us with full particulars.
- 7.8.2. You shall also notify Us in writing immediately if You become aware of any intention to prosecute You, any impending prosecution inquest or fatal inquiry in connection with any occurrence which may give rise to a claim under Cover Section 7. Every letter, claim, writ, summons and process shall be forwarded to Us immediately upon receipt.
- 7.8.3. Claims Control by Us – upon notice to You, We shall be entitled to take over and conduct in Your name the defence or settlement of any claim demand or proceedings against You. In that event:
 - 7.8.3.1 You shall provide all such information and assistance including the latest Earnings of all Employees duly certified as being accurate by an independent auditor and forward all such documents and other relevant records to Us for the conduct of such claim, demand or proceedings as We in our discretion may from time to time require; and
 - 7.8.3.2 You shall not without Our written consent incur any expenditure in connection with any such claim, demand or proceedings or make any payment admission offer or enter into any settlement whatsoever.
- 7.8.4. Claims Payments by You– Where You pay all or any part of a claim for which You are liable and for which indemnity is provided by Cover Section 7, You shall obtain duly witnessed signed receipts for such payments and shall retain in a safe place all such signed receipts and records and documents relating to such payments. You shall at all reasonable times allow Us to inspect and obtain copies of such records and documents.
- 7.8.5. Waiver of Claims –You shall not become a party to any agreement with the effect of which You waive any claim which You would otherwise have against any person in respect of or arising out of any Occurrence resulting in liability on Your part for which indemnity is provided by Cover Section 7 or whereby any such claim is limited or qualified in any way.

Cover Section 8 – Privacy Liability

8.1 **Benefit** – We will indemnify You for Damages and Privacy Claims Expenses by reason of a Privacy Claim first made during the Period of Insurance resulting from any Privacy Wrongful Act.

8.2 **Definitions Applicable to Cover Section 8**

- 8.2.1. Bodily Injury - means injury to the body, sickness or disease, and death. It also means mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock, regardless of how it is caused or manifested.
- 8.2.2. Damages - means compensatory damages, any award of prejudgment or post-judgment interest and settlements which You become legally obligated to pay as a result of a Privacy Wrongful Act under this Cover Section 8.

Any and all Damages are subject to the applicable Limit of Indemnity specified in the Schedule.

Damages shall not include:

- 8.2.2.1 any amount for which You are not legally obligated to pay;
 - 8.2.2.2 matters uninsurable under the laws pursuant to which this Policy is construed;
 - 8.2.2.3 the cost to comply with any injunctive or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief;
 - 8.2.2.4 Your loss of fees or profits, return of fees, commissions;
 - 8.2.2.5 royalties, or re-performance of services by You or under Your supervision;
 - 8.2.2.6 disgorgement of any profit, remuneration or financial advantage to which You are not legally entitled to;
 - 8.2.2.7 any amounts other than those which compensate solely for a loss caused by a Privacy Wrongful Act, unless specifically provided for in this Policy;
 - 8.2.2.8 any fine or penalty imposed by law;
 - 8.2.2.9 any aggravated, punitive or exemplary damages; and
 - 8.2.2.10 any consideration owed to or be paid by You, including any royalties, restitution, reduction, disgorgement or return of any payment, charges, or fees; or costs to correct or re-perform services related to products, including the recall, loss of use, or removal of products.
- 8.2.3. Personal Data:
- 8.2.3.1 an individual's name, national identity number or national insurance number, medical or healthcare data, other protected health information, driver's license number, state identification number, credit card number, debit card number, address, telephone number, email address, account number, account histories, or passwords; and
 - 8.2.3.2 any other non-public personal information as defined in Privacy Regulations;
- in any format, if such information creates the potential for an individual to be uniquely identified or contacted.
- 8.2.4. Personal Injury - injury arising out of one or more of the following offenses:
- 8.2.4.1 false arrest, detention or imprisonment;
 - 8.2.4.2 malicious prosecution;
 - 8.2.4.3 libel, slander, or other defamatory or disparaging material;
 - 8.2.4.4 publication or an utterance in violation of an individual's right to privacy; and
 - 8.2.4.5 wrongful entry or eviction, or other invasion of the right to private occupancy.
- 8.2.5. Privacy Claim:
- 8.2.5.1 a written demand against You for monetary damages or non-monetary relief;
 - 8.2.5.2 a civil proceeding against You seeking monetary damages or non-monetary or injunctive relief, commenced by the service of a complaint, statement of claim, or similar pleading;
 - 8.2.5.3 an arbitration proceeding against You seeking monetary damages or non-monetary or injunctive relief; or

- 8.2.5.4 Regulatory Proceeding.
- 8.2.6. Privacy Claims Expenses - reasonable and necessary legal fees, expert witness fees and other fees and costs incurred by Us, or by You with Our prior written consent, in the investigation and/or defence of a covered Privacy Claim.
- 8.2.7. Privacy Regulations - all relevant regulations or legislation in Hong Kong associated with the collection, care, custody, control, use, or disclosure of Personal Data.
- 8.2.8. Privacy Wrongful Act - any error, misstatement, misleading statement, act, omission, neglect or breach of duty, actually or allegedly committed or attempted by You resulting in:
 - 8.2.8.1 the failure by You or by an independent contractor for which You are legally responsible to handle, manage, store, destroy or otherwise control:
 - (a) Personal Data, including that which causes Personal Injury; or
 - (b) Non-public, private third party corporate information in any format provided to You;
 - 8.2.8.2 an unintentional violation of Your privacy policy that results in the violation of any Privacy Regulation, including but not limited to the unintentional wrongful use or collection of Personal Data by You.
- 8.2.9. Regulatory Proceeding - a request for information, demand, suit, civil investigation or civil proceeding by or on behalf of a government agency or a statutory body, commenced by service to You of a complaint, statement of claim, formal notice of investigation or similar pleading alleging the violation of Privacy Regulations as a result of Your Privacy Wrongful Act, which may reasonably be expected to give rise to a covered Privacy Claim (other than a Regulatory Proceeding) under Cover Section 8.
- 8.2.10. Trade Secret - information, including a formula, pattern, compilation, program, device, method, technique or process, that derives independent economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain value from its disclosure or use, so long as reasonable efforts have been made to maintain its secrecy.
- 8.2.11. Wrongful Employment Practices - any actual or alleged violation of employment laws or any other legal provisions relating to any individual's actual or prospective employment relationship with You.

8.3 Exclusions Applicable to Cover Section 8

This Cover Section 8 does not cover Damages and Privacy Claims Expenses on account of Privacy Claim:

- 8.3.1. alleging, based upon, arising out of or attributable to a Privacy Wrongful Act actually or allegedly committed prior to the beginning of the Period of Insurance, and if, on or before the earlier of the effective date of this Policy, You knew or reasonably could have foreseen that the Privacy Wrongful Act did or could lead to any Damages and/or Privacy Claim Expenses.
- 8.3.2. alleging, based upon, arising out of or attributable to:
 - 8.3.2.1 any prior or pending litigation, Privacy Claim, demand, arbitration, administrative or regulatory proceeding or investigation filed or commenced against You, and of which You had notice, on or before the earlier of the effective date of this Policy or the effective date of any other policy issued by Us of which is a continuous renewal or a replacement, or alleging or derived from the same or substantially the same facts, circumstances or situation underlying or alleged therein;

- 8.3.2.2 any Privacy Wrongful Act, fact, circumstance or situation that has been the subject of any notice given under any other policy before the effective date of this Policy; or
- 8.3.2.3 any other Privacy Wrongful Act whenever occurring which, together with a Privacy Wrongful Act that has been the subject of such notice.
- 8.3.3. directly or indirectly caused by, arising out of or in any way connected with Your conduct, or of any person for whose conduct You are legally responsible, that involves:
 - 8.3.3.1 committing or permitting any knowing or wilful breach of duty, or violation, of any laws;
 - 8.3.3.2 committing or permitting any criminal, deliberately fraudulent or deliberately dishonest act or omission; or
 - 8.3.3.3 any actual or attempted gain of personal profit, secret profit or advantage by You to which You were not entitled to.
- 8.3.4. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving the unauthorized, surreptitious, or wrongful use or collection of Personal Data by You or the failure to provide adequate notice that Personal Data is being collected or used.
- 8.3.5. alleging, based upon, arising out of or attributable to any:
 - 8.3.5.1 discrimination of any kind;
 - 8.3.5.2 humiliation, harassment or misconduct based upon, arising out of or related to any such discrimination; or
 - 8.3.5.3 Wrongful Employment Practices.
- 8.3.6. brought or maintained by You, or on Your behalf, or any other natural person or entity for whom or which You are legally liable, arising out of a Privacy Claim.
- 8.3.7. for breach of any express, implied, actual or constructive contract, warranty, guarantee, or promise, including liquidated damages provisions or any liability assumed by You.
- 8.3.8. alleging, based upon, arising out of or attributable to any Bodily Injury. However, this exclusion shall not apply to any mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock that arises out of a Privacy Wrongful Act as expressly covered under Cover Section 8.
- 8.3.9. alleging, based upon, arising out of or attributable to:
 - 8.3.9.1. physical damage to, destruction of or loss of tangible property including the loss of use at any time resulting therefrom; or
 - 8.3.9.2. loss of use of tangible property which has not been physically injured or destroyed, provided such loss of use is caused by physical damage of other tangible property; for the purpose of this Policy, Electronic Data is not tangible property.
- 8.3.10. alleging, based upon, arising out of or attributable to fire, smoke, explosion, lightning, wind, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, act of God or any other physical event, however caused.
- 8.3.11. alleging, based upon, arising out of or attributable to any claim, dispute or issues associated with the validity, invalidity, infringement, violation or misappropriation of any intellectual property, patent or Trade Secret by or on behalf of You.

8.4 **Other Conditions Applicable to Cover Section 8**

- 8.4.1. Coverage Territory - To the extent permitted by the regulations and law (which expression is for this purpose taken to include but not be limited to any trade or economic sanctions applicable to either party), and subject to the terms of this Policy, it covers Wrongful Acts committed and Privacy Claims made anywhere in Hong Kong.
- 8.4.2. Cross Liability – Each of the parties comprising You under Cover Section 8 is considered a separate legal entity and the word “You” applies to each party as if a separate Policy had been issued to each of the said parties but nothing contained in this clause will operate to increase the Limit of Indemnity under Cover Section 8.

8.5 **How We settle any valid claim** – Unless otherwise stated in this Policy:

- 8.5.1. Our liability to pay You under Cover Section 8 will not exceed the Limit of Indemnity in respect of any Occurrence.
- 8.5.2. The Excess applicable to Cover Section 8 is the amount stated in the Schedule. The Excess applies to each Privacy Claim as indicated in the Schedule. Our liability to indemnify You under Cover Section 8 is over and above the Excess.

Personal Information Collection Statement

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

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

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

a. Purposes of Collection of Personal Data

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

b. Direct marketing

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

c. Transfer of Personal Data

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

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

d. Access and correction of Personal Data

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

About Chubb in Hong Kong SAR

Chubb is a world leader in insurance. With both general and life insurance operations, Chubb has been present in Hong Kong SAR for more than 90 years via acquisitions by its predecessor companies. Its general insurance operation in Hong Kong SAR (Chubb Insurance Hong Kong Limited) is a niche and specialist general insurer. The company's product offerings include property, casualty, marine, financial lines and consumer lines designed for large corporates, midsized commercial & small business enterprises as well as retail customers. Over the years, it has established strong client relationships by being consistent and responsive, by offering market leading claims services and innovative products, and providing market leadership built on financial strength.

More information can be found at www.chubb.com/hk.

Contact Us

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