



招商永隆保險
CMB WING LUNG INSURANCE



Sun Flower Insurance Brokers Limited
Room 1105-06, Hing Yip Commercial Centre, 282 Des Voeux Road Central, Hong Kong
Tel: 2521 1881 Fax: 2521 1919 Email: vip@sunflowergroup.com.hk www.sunflowervip.com
Thank you for considering Sun Flower to be one of your selected intermediaries.
We are pleased to get in touch should you have any enquiry regarding the captioned insurance.

BUSINESS PACKAGE INSURANCE POLICY

Please read this Policy carefully and ensure that it meets your requirements

WHEREAS the Insured named in the Schedule, by a Proposal and Declaration which shall be the basis of this Contract and is deemed to be incorporated herein, has applied to **CMB WING LUNG INSURANCE COMPANY LIMITED** (hereinafter called "the Company") for the Insurance hereinafter contained.

NOW THIS POLICY WITNESSETH that in consideration of the Insured having paid or agreed to pay to the Company the premium stated in the Schedule.

THE COMPANY HEREBY AGREES to indemnify the Insured carrying on the Business at the Premises specified in the Schedule to the extent and in the manner set out in this Policy in respect of events occurring during the Period of Insurance mentioned in the Schedule and subject to the Terms of this Policy.

PROVIDED THAT the due observance and fulfillment of the Terms of this Policy in so far as they relate to anything to be done or compiled with by the Insured and the truth of the statements and answers in the said Proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

THE COMPANY WILL ALSO in the event of the death of the Insured indemnify the Insured's legal personal representatives in the Terms of this Policy in respect of liability incurred by the Insured provided that such legal personal representatives shall as though they were the Insured observe fulfill and be subject to the Terms of this Policy in as far as they can apply.

DEFINITIONS

The following terms shall have the below-mentioned meaning when used in the Policy unless otherwise attached in respective Sections:

Contents

Property contained in the Premises in connection with the Business as described in the Schedule belonging to the Insured or for which he is legally responsible comprising of trade fixtures, fittings, machinery and all other contents including:

- (a) all trade contents belonging to the Insured or for which the Insured is responsible;
- (b) shop-front fixtures consisting of roller shutter door, door, fixed glass panel, neon sign or signboard;
- (c) landlord's fixtures and fittings, wallpapers, ceilings, paneling and the like for which the Insured is responsible;
- (d) tenants improvement, the property of the Insured or for which the Insured is responsible;
- (e) Personal Effects of the Insured's partner, director or Employees of the Insured;
- (f) all fixed glass in windows, doors, fanlights, partitions and fixed sinks, wash basins, lavatory pans and cisterns;
- (g) business books consisting of computer system record, deed, document, card, tape film or transparency.

but excluding Stock (as defined below), Money (as defined below), securities or other negotiable documents, mobile phones, pagers, hand-held computers and the like, valuable, jewellery, watches, furs, precious metals, precious stones or articles composed of any of them or property more specifically insured.

Employee

Any person in the employ of the Insured as defined in the Employees' Compensation Ordinance (Chapter 282 of the laws of the Hong Kong Special Administrative Region).

Geographical Area

Hong Kong Special Administrative Region ("HKSAR") of the People's Republic of China.

The Insured

The person specified as such in the Schedule.

Losses

Any accident, loss, damage, expense, liability or bodily injury.

Money

Cash, currency notes, bank notes, negotiable instruments, postage stamps, unexpired units in franking machines, cheques, bankers' drafts, postal or other money orders, travel tickets and credit card sales vouchers all belonging to the Insured or for which the Insured is responsible.

Personal Effects

Articles of personal use specifically designed to be worn or carried but excluding Money (as defined above), spectacles and/or contact lenses, mobile phones, jewellery and watches.

Premises

The premises built of cement concrete and occupied by the Insured at the Situation shown in the Schedule at which the Business of the Insured as specified in the Schedule is transacted.

Period of Insurance

The period specified in the Schedule for which the Company has agreed to accept, and the Insured has paid or agreed to pay the premium.

Stock

Goods incidental to the Business including trade samples, goods-in-trade or goods-in-trust of the Insured or for which the Insured is responsible.

Terms

The terms exceptions and conditions contained herein or endorsed hereon.

SECTION 1 – PROPERTY ALL RISKS (BASIC COVER)

The Company will subject to the Terms of the Policy indemnify the Insured by payment, repair, reinstatement or replacement against the following events:

- 1.1 **Accidental physical loss of or damage to Contents, Stock or any other property insured** at the Premises specified in the Schedule provided that the Company's limit of liability in respect of any one item, any one loss occurrence or any one year shall not exceed the amount specified in the Limits of Liability Table listed at the end of this Section. Sum Insured on Stock at the Premises will be automatically increased by 20% in peak seasons during the months of November, December, January and February within the Period of Insurance.
- 1.2 **Accidental physical loss of or damage to Stock while in transit** between the insured Premises and anywhere within the Geographical Area provided that the amount recoverable hereunder shall in no case exceed for each item, each loss occurrence or each year in total the amounts specified in the Limits of Liability Table listed at the end of this Section.
- 1.3 **Accidental physical loss of or damage to Premises** for which the Insured is responsible to repair following theft or attempted theft of property insured, involving visible forcible and violent means of entry into or exit from the Premises provided that the Company's limit of liability in respect of any one item, any one loss occurrence or any one year shall not exceed the amount specified in the Limits of Liability Table listed at the end of this Section.
- 1.4 **Reasonable fire extinguishing expenses actually incurred** by the Insured following a fire or an explosion and the Company's limit of liability hereunder shall not exceed the amount specified in the Limits of Liability Table listed at the end of this Section.
- 1.5 **Accidental physical loss of or damage to Contents whilst temporarily removed** for cleaning, renovation, repair or other similar purposes for a maximum period of thirty (30) days from the Insured Premises to other premises and in transit thereto and therefrom by road, rail or public ferry within the Geographical Area provided that the amount recoverable hereunder shall in no case exceed for each item of Contents, each loss occurrence or each year in total the amounts specified in the Limits of Liability Table listed at the end of this Section.
- 1.6 **Reasonable professional fees**, such as architect, surveyor, consulting engineer and other professional fees necessarily and actually incurred by the Insured in the reinstatement of the insured property consequent upon its loss or damage but not for preparing any claim, is being understood that the amount payable hereunder shall not exceed the scale charges of the appropriate professional body. The Company's limit of liability hereunder shall not exceed the amount specified in the Limits of Liability Table listed at the end of this Section.
- 1.7 **Additional cost of removal of debris** at the Premises necessarily incurred by the Insured due to loss or damage covered under this Policy provided that the Company's limit of liability hereunder shall not exceed the amount specified in the Limits of Liability Table listed at the end of this Section.
- 1.8 **Accidental physical loss of or damage to deed, document, card, film or transparency while in transit** between the Insured Premises and anywhere within the Geographical Area provided that the amount recoverable hereunder shall in no case exceed HK\$3,000 per year. Cover is limited to the value of materials together with the cost of clerical labour and computer time if any expended in reproducing such property as described excluding any expenses in connection with the production of information to be recorded therein, and not for the value of the Insured of the information, certification, contractual benefits or other value contained therein or attached thereto.
- 1.9 **Reasonable replacement expenses of damaged door locks** actually incurred by the Insured following theft or attempted theft of the property insured, involving visible forcible and violent means of entry into or exit from the Premises provided that the amount recoverable hereunder shall in no case exceed HK\$3,000 per year.

SPECIAL PROVISIONS TO SECTION 1**1. Basis of Settlement**

- (a) For Contents or other property insured (excluding Stock), claim settlement may be in cash or at the option of the Company:
 - (i) a reinstatement settlement in which the cost of repairing the damaged property or replacing the property if stolen or beyond repair with new article substantially of the same kind but not of better quality will be made;
 - (ii) an indemnity settlement basis will be applied in which an amount for wear and tear or depreciation will be deducted from the cost of replacement or repair of that part of the lost or damaged property if
 - (1) claims are on clothing, curtains and upholstery;
 - (2) the Insured decides not to reinstate, repair or replace the damaged or stolen property.
- (b) For Stock, claim settlement will be on an indemnity basis in which the Company will pay the costs necessary to repair or replace (if stolen or beyond repair) the damaged property to a condition substantially the same but not better or more extensive than its condition at the time the loss or damage occurred, taking into account wear and tear, depreciation, deterioration and whether the Stock is obsolete.

2. Pair and Set

Where any insured item consists of articles in a pair or set, the Company will not pay more than the value of any particular part of parts which may be lost, without reference to any special value which such article or articles may have as part of such pair or set, nor more than a proportionate part of the insured value of the pair and set.

3. Average

If the property hereby insured shall at the time of the loss be of greater value than the Sum Insured, then the Insured shall be considered as being his own Insurer for the difference and shall bear a ratable proportion of the loss accordingly. Every item of the Section shall be separately subject to the condition.

4. **Automatic Reinstatement**

The amount payable for any loss or damage shall be automatically reinstate from the time of the happening of the loss or damage and the Insured shall pay an appropriate additional premium therefore, calculated pro-rata from the date of loss to the expiration of the Policy.

5. **Alteration and Repair**

Any alteration, repair and interior renovation to the insured Premises shall not prejudice the indemnity provided under this Section, provided that the value of such alteration, repair and interior renovation works shall not exceed HK\$100,000 per contract or job.

EXCEPTIONS TO SECTION 1

1. The Company will not pay for loss or damage caused by or contributed to:

- (a) loss of or damage to any electrical plant or appliance directly caused by its own over-running short circuiting excessive pressure or self-heating but should fire extend to cause loss of or damage to any other part of the plant or appliance or other property insured such loss or damage is not excluded;
- (b) wear, tear, moths, vermin, insects, damp, rust, rot, corrosion, shrinkage, evaporation, loss of weight, contamination, change in flavor or colour or texture of finish, the action of light or atmosphere;
- (c) electrical or mechanical breakdown or derangement;
- (d) misuse or use contrary to manufacturers' instructions, inherent defect or faulty design in materials, plan or specification;
- (e) denting, chipping or scratching;
- (f) any process of cleaning, dyeing, renovation, re-styling, repairing or restoring;
- (g) the infidelity or dishonesty of member of the Insured's household, or partners, directors or Employees of the Insured;
- (h) any disappearance or shortage of stock revealed only at the time of stocktaking or the making of an inventory and is not identifiable with a specific occurrence insured against under the Terms of this Section;
- (i) any shortage arising from error or omission on the part of the Insured and/or his Employees;
- (j) theft or burglary if not accompanied by visible forcible and violent entry into or exit from the Premises;
- (k) loss of market or consequential loss; or
- (l) pollution or contamination except the Loss is caused by pollution or contamination resulting from a peril hereby insured against.

2. The amount specified in the Limits of Liability Table listed at the end of this Section as Excess being the first amount of each and every loss as ascertained. In so far as concerns any loss caused by typhoon, windstorm, flood, earthquake, landslip or other natural perils, this Excess will apply to each and every loss occurring within each and every separate period of seventy-two (72) consecutive hours during the currency of this Policy.

LIMITS OF LIABILITY TABLE

Section 1 – Property All Risks		(HK\$)
1.1	Loss of or damage to Contents or other property insured	
	Any one loss and per year (including all extended cover under 1.2 to 1.9 below)	As per Sum Insured stated in the Schedule
	Machinery and equipment	100,000 any one item
	Shop-front fixtures consisting of roller shutter door, door, fixed glass panel, neon sign or signboard	20,000 any one loss and per year
	Deed, document, card, tape, film or transparency *	5,000 any one item
	Computer system records *	50,000 any one loss and per year
	Work of art or curios	10,000 any one item 100,000 or 10% of the Sum Insured whichever is the less any one loss and per year
	Stock	5,000 any one item Aggregate limit as per Sum Insured # stated in the Schedule any one loss and per year
	Personal Effects of the Insured or partner, director or Employee of the Insured	5,000 any one person
1.2	Stock in transit	5,000 any one item 50,000 or 10% of the Sum Insured for Stock whichever is the less any one loss and per year
1.3	Loss of or damage to Premises	20,000 any one item 100,000 or 10% of the Sum Insured whichever is the less any one loss and per year
1.4	Fire extinguishing expenses	20,000 any one loss and per year
1.5	Temporary removal	5,000 any one item 100,000 or 10% of the Sum Insured whichever is the less any one loss and per year
1.6	Professional fees	10,000 any one loss and per year
1.7	Additional cost of removal of debris	10% of the Sum Insured any one loss and per year
1.8	Document in Transit*	3,000 any one loss and per year
1.9	Lock Replacement	3,000 any one loss and per year
Excess(es)		

(a)	For each and every loss involving water damage, typhoon, windstorm, flood, earthquake or landslip.	3,000 or 10% of the adjusted loss, whichever is the greater
(b)	For each and every other loss not mentioned above	3,000
(c)	Any other excess, if any	As specified in the Schedule

Note:

* Cover is limited to the value of materials together with the cost of clerical labour and computer time if any expended in reproducing such property as described excluding any expenses in connection with the production of information to be recorded therein, and not for the value to the Insured of the information, certification, contractual benefits or other value contained therein or attached thereto.

Sum Insured on Stock stated in the Schedule will be automatically increased by 20% during the seasonal increase period for the months of November, December, January and February.

SECTION 2 - BUSINESS INTERRUPTION (FREE WITH SECTION 1)

The Company will subject to the Terms of the Policy indemnify the Insured in respect of the Increase in Cost of Working if the Business of the Insured at the Premises is interrupted as a result of the following events:

- 2.1 **Interruption caused by the loss of or damage to the property insured at the Premises** specified in the Schedule provided that:
 - (a) a valid claim is payable under Section 1 of this Policy; and
 - (b) the Company's limit of liability in respect of any one loss occurrence or any one year shall not exceed the amount specified in the Limits of Liability Table listed at the end of this Section.
- 2.2 **Interruption caused by the loss of or damage to the property in the vicinity of the Premises** which prevents or hinders the use of the Premises provided that:
 - (a) interruption is caused by the loss of or damage to property resulting from a peril insured against under Section 1 of this Policy;
 - (b) there shall be no liability under this extension for any loss involving an interruption of less than 24 hours duration; and
 - (c) the Company's limit of liability in respect of any one loss occurrence or any one year shall not exceed the amount specified in the Limits of Liability Table listed at the end of this Section
- 2.3 **Interruption as a result of damage to property at any land based premises of a public utility undertaking which provides the Premises with electricity, gas, water and telecommunication services** provided that:
 - (a) there shall be no liability under this extension for any loss involving an interruption of less than 24 hours duration; and
 - (b) The Company's limit of liability in respect of any one loss occurrence or any one year shall not exceed the amount specified in the Limits of Liability Table listed at the end of this Section.
- 2.4 **Additional reasonable Accountants' Fees** necessarily and actually incurred for producing information required by the Company for the purpose of dealing with a claim under this Section provided that the Company's limit of liability in respect of any one loss occurrence or any one year shall not exceed the amount specified in the Limits of Liability Table listed at the end of this Section.

DEFINITIONS APPLICABLE TO SECTION 2

1. **Increase in Cost of Working** means the additional expenditure necessarily and reasonably incurred by the Insured for the sole purpose of avoiding or diminishing the interruption of or interference with the Business which but for that expenditure would have taken place during the Indemnity Period.
2. **Indemnity Period** means the period beginning with the loss or damage causing the interruption and ending not later than twelve (12) months thereafter during which the Increase in Cost of Working shall be incurred in consequence of the interruption.

SPECIAL PROVISIONS TO SECTION 2

The indemnity provided by this Section will lapse and the Company shall not be liable in any way whatsoever if the Business of the Insured is wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of this Policy.

LIMITS OF LIABILITY TABLE

Section 2 – Business Interruption	(HK\$)
2.1 Increased Cost of Working incurred as a result of loss of or damage to the property insured at the Premises Any one loss and per year (including all extended cover under 2.2 to 2.4 below)	1,000,000
2.2 Denial of Access	500,000 any one loss and per year
2.3 Failure of Public Utilities	500,000 any one loss and per year
2.4 Additional Accounting Fees	50,000 any one loss and per year

SECTION 3 – MONEY (FREE WITH SECTION 1)

In respect of loss of or damage to Money held in connection with the Business within the Geographical Area, the Company will indemnify the Insured against such loss or damage subject to the following limits:

- 3.1 Any single incident of loss of Money (other than crossed cheques, crossed postal orders, crossed money order, crossed bankers' drafts and credit card sales vouchers) whilst:
 - (a) in transit within the Geographical Area for the purpose of the Insured's business and in the custody of the Insured, his partner, directors or Employees HK\$50,000
 - (b) on the Premises during Business Hours HK\$50,000
 - (c) on the Premises out of Business Hours in a locked safe or locked strong room HK\$50,000

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|-----|---|-------------|
| (d) | on the Premises out of Business Hours in a locked drawer or locked cash register | HK\$5,000 |
| (e) | in bank night safes and thereafter within bank premises until at bank's risk | HK\$50,000 |
| 3.2 | Any single incident of loss of crossed cheques, crossed postal orders, crossed money orders, crossed bankers' drafts and credit card sales vouchers | HK\$500,000 |
| 3.3 | Loss of or damage to safes and cash register at the Premises caused by any theft of attempted theft | HK\$25,000 |

The limits stated above in this Section will be automatically increased by 20% for Saturdays, Sundays and public holidays of the HKSAR.

For the purpose of this Section, "Business Hours" shall mean the usual hours during which the Insured transacts business at the Premises and during which the Insured, any of his partners, directors or Employees normally entrusted with Money shall be actually in or on the Premises.

Provided that

1. when out of Business Hours, all keys and notes of combination lock, letters and numbers for safe or strong room containing Money will be removed from the Premises;
2. the Insured will keep a proper written records of all Money and will allow the Company at any reasonable time to inspect such records;
3. the Insured will give immediate notice to the police on discovery of any loss or damage.

EXCEPTIONS TO SECTION 3

The Company will not pay for:

1. loss due to theft dishonestly or fraud of members of the Insured's household, or partners, directors or Employees of the Insured;
2. loss which is covered by or which but for the existence of this Section would be covered by any policy of Fidelity Guarantee Insurance and this Section shall not contribute to such loss except in excess of any amount insured thereunder;
3. shortages due to clerical or accounting error and omission;
4. loss suffered as a result of a business transaction;
5. loss from an unattended subject matter and/or vehicle; or
6. loss of Money entrusted to any person other than the Insured or partners, directors or Employees of the Insured.

SECTION 4 – FIDELITY GUARANTEE (FREE WITH SECTION 1)

Any loss of Money sustained by the Insured in connection with the Business arising from an act or series of acts of fraud or dishonesty committed by an Employee during the Period of Insurance and discovered:

1. during the same Period of Insurance;
2. within 15 working days of
 - (a) the expiry of the same Period of Insurance; or
 - (b) the termination of the contract of employment between the Insured and Employee whichever shall first occur.

The Company's limit of liability in respect of any one loss occurrence or any one year shall not exceed HK\$50,000.

EXCEPTIONS TO SECTION 4

The Company will not pay for loss caused by or contributed to:

1. any loss not discovered by the Insured within 15 working days of the act of fraud or dishonesty;
2. loss of interest or consequential loss of any kind.

CONDITIONS TO SECTION 4

1. Any sum of Money which but for fraud or dishonesty of an Employee would become payable to that Employee shall be deducted from the amount of the loss before a claim is made under this Section.
2. Any subsequent recovery in respect of fraud or dishonesty for which a claim has been paid under this Section shall be used first to reimburse the Company.
3. It is condition precedent to liability that the Insured shall not continue to trust any Employee with Money or goods after the Insured have knowledge of any material fact bearing on the honesty of the Employee unless the Company is advised and its written approval obtained.
4. If required by the Company, the Insured shall provide all information and evidence to the criminal authorities in respect of any fraud or dishonesty committed by an Employee in consequence of a claim under this Section and the Insured shall also prosecute such Employee subject to the payment by the Company of all reasonable expenses necessarily incurred for the conviction.

SECTION 5 – PERSONAL ACCIDENT (FREE WITH SECTION 1)

If the Insured shall suffer bodily injury caused by violent external and visible means and sustained directly and solely as a result of fire, explosion, theft or attempted theft at the Premises and if such bodily injury shall within twelve (12) calendar months result in death or Permanent Total Disablement, the Company will pay compensation as stated below to the Insured or the Insured's legal personal representatives in case of his death:

- (a) HK\$100,000 for any one Insured;
- (b) HK\$500,000 in aggregate for any one occurrence and per year.

DEFINITIONS APPLICABLE TO SECTION 5

1. **The Insured** shall be deemed to include any partner, director or Employee of the Insured carrying on the Business at the Premises for the purpose of this Section.
2. **Permanent Total Disablement** shall mean:
 - (a) total and permanent loss of all sight in one or both eyes;
 - (b) total loss by physical severance of:
 - (i) one or two limbs;
 - (ii) one or both hands;
 - (iii) arm above the elbow;

- (iv) arm at or below the elbow;
- (v) leg above the knee;
- (vi) leg at or below the knee.

EXCEPTIONS TO SECTION 5

The Company will not pay for loss caused by or contributed to:

1. intentionally self-inflicted injuries; suicide (whether felonious or not) or any attempt thereat, while sane or insane;
2. any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound; venereal disease, or any disease; hernia however caused;
3. Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations thereof however caused;
4. pregnancy, childbirth, miscarriage notwithstanding that such loss may have been accelerated or induced by accident;
5. pre-existing physical or mental defect or infirmity;
6. accident occurring while the insured person is engaging in navy, military or airforce training or in the service or duty with the police or the armed forces of any country; or
7. intoxication by alcohol, narcotics or drugs not prescribed by legally qualified physician, and treatment in connection with addiction to drugs or alcohol.

SECTION 6 – PUBLIC LIABILITY (FREE WITH SECTION 1)

The Company will indemnify the Insured, up to a maximum amount of HK\$10,000,000 for any one occurrence or in the aggregate any one year irrespective of how many insurance policies regarding liability the Insured may have with the Company simultaneously, against all sums for which the Insured may be legally liable in respect of

- (a) accidental bodily injury (whether fatal or not)
- (b) accidental damage to property

arising from the Business and occurring during the Period of Insurance and happening or causing within Geographical Area, including all costs and expenses recoverable by any claimant from the Insured and all costs and expenses incurred with the written consent of the Company.

For the purpose of the Section, Geographical Area shall include, unless otherwise stated in the Schedule:

1. Hong Kong Special Administrative Region ("HKSAR") of the People's Republic of China; and
2. elsewhere in the world in respect of overseas visit provided under Overseas Visits Extension as below-described.

EXTENSIONS TO SECTION 6

1. First Aid

The indemnity provided by this Section is extended to cover the Insured and any member of the Insured's first aid or medical organisation (other than a qualified medical practitioner) employed under a contract of service or apprenticeship with the Insured against liability as within defined in respect of medical or surgical treatment given by such member in the course of his employment with the Insured.

2. Food and Drink

The indemnity provided by this Section is extended to cover the Insured in respect of legal liability for poisoning of any kind directly from food and/or drink sold or supplied by the Insured to any patrons or visitors and being consumed at the Premises, provided the Insured shall at all times take every possible precaution to prevent any food and/or drink from deterioration and to ensure that they are free from contamination and fit for human consumption. The Company's limit of liability under this extension in respect of any one loss occurrence or any one year shall not exceed HK\$2,000,000.

3. Overseas Visits

The indemnity provided by this Section is extended to cover the Insured in respect of legal liability arising from occasional visits outside the HKSAR by the Insured, any of the partners, directors and Employees of the Insured in connection with the Business, provided that such personnel is normally residing in the HKSAR.

4. Social and Sports Club

The indemnity provided by this Section is extended to cover the Insured in respect of legal liability arising out of sports, social and welfare organisations sponsored by the Insured.

5. Tenant Liability

The indemnity provided by this Section is extended to cover the Insured's legal liability arising out of any claim made in respect of Insured's legal liability as tenants for damage to the Premises leased to and occupied by the Insured. This extension shall not apply to any liability which attached by virtue of an agreement but which would not have attached in the absence of such agreement.

EXCEPTIONS TO SECTION 6

The Company will not indemnify the Insured in respect of:

1. liability assumed by the Insured under agreement unless such liability would have attached in the absence of such agreement;
2. liability in respect of injury to or illness of any person under a contract of service or apprenticeship with the Insured where the injury arises out of and in the course of such person's employment or service with the Insured or for compensation or claim against the Insured by an injured person or dependent under any Employees' Compensation Ordinance or amendments thereto;
3. bodily injury to or illness of any person or damage to any land structure building or property caused by vibration or subsidence or the removal or weakening of or interference with support of such land structure building or property or liability arising in consequence of such damage;
4. bodily injury or loss of, damage to, or loss of use of property, costs of removing, nullifying or cleaning up of pollutants directly or indirectly caused by seepage, pollution, contamination, deposition, impairment with dust, chemical precipitation, adulteration, poisoning and impurity provided always that this paragraph shall not apply to liability for bodily injury or loss of or physical damage to or destruction of tangible property caused by a sudden, accidental, identifiable and unexpected happening during the period of this insurance;
5. fines, penalties, punitive or exemplary damages;

6. liability in respect of loss of or damage to property;
 - (a) belonging to, in the charge or custody, or under the control of the Insured or of any servant or agent of the Insured;
 - (b) being that part of any property on which the Insured or any servant or agent of the Insured is or has been working if that loss or damage results from such work;
7. liability arising directly or indirectly from faulty or inferior workmanship or expenditure incurred in doing or re-doing or making good any work which the Insured has contracted to do;
8. liability in respect of injury, illness, loss or damage caused by or through or in connection with;
 - (a) any passenger lift, passenger elevator or passenger escalator owned by or in possession of the Insured;
 - (b) the ownership or possession or use by or on behalf of the Insured of;
 - (i) any mechanically propelled vehicle or trailer attached thereto;
 - (1) licensed for road use;
 - (2) required by any traffic legislation to be the subject of compulsory insurance or other security;
 - (3) of which loading or unloading
 - (ii) any craft designed to travel in, on or through water, air space (other than hand-propelled watercraft) or railway locomotive or railway rolling stock;
 - (c) the explosion of any boiler or other apparatus owned or used by the Insured, which is intended to operate under internal steam pressure;
9. liability in respect of advice, design, specification, examination, prescription or treatment given or provided by the Insured in a professional capacity or any breach of duty owned by the Insured in a professional capacity;
10. liability in respect of;
 - (a) any commodity, article or thing sold, supplied, let out on hire, repaired, altered, renovated, treated, installed, erected by the Insured and no longer in the Insured's possession or control; or
 - (b) all costs of or arising from the need for making good, removal, repair, rectification, replacement or recall of such commodity, article or thing;
11. any willful or malicious act or any criminal activity;
12. death or bodily injury including illness of any person directly or indirectly caused by contagious or infectious disease of any kind;
13. any judgement which is not in the first instance delivered by or obtained from a court of competent jurisdiction within the HKSAR;
14. the amount specified at the end of this Section as Excess in respect of each and every occurrence under this Section and its Extensions.

Section 6 – Public Liability	(HK\$)
Excess(es)	
Liability in respect of :	
(a) Property damage to third party involving water damage	3,000 or 10% of the adjusted loss, whichever the greater for each and every claim
(b) For other property damage to third party	3,000 for each and every claim
(c) Additional excesses, if any	As specified in the Schedule

SECTION 7 – EMPLOYEES' COMPENSATION (OPTIONAL COVER) (OPERATIVE ONLY IF INDICATED IN THE SCHEDULE)

If any Employee in the Insured's immediate employ shall sustain bodily injury or death by Accident occurring or Disease contracted during the Period of Insurance of this Section within the Geographical Area (unless otherwise stated in the Schedule) and arising out of and in the course of his employment by the Insured in the Business.

The Company will subject to the Limit of Indemnity and to the Terms of this Section and this Policy indemnify the Insured against his legal liability in respect of such bodily injury or death under the Ordinance and independently of the Ordinance to pay compensation and damages and claimant's costs and expenses and also indemnify the Insured against costs and expenses incurred by or on behalf of the Insured with the Company's written consent in connection therewith.

Provided that in the event of any change to the Ordinance during or subsequent to the Period of Insurance altering the legal liability of the Insured under the Ordinance the liability of the Company under this Section shall be limited to such sums as the Company would have been liable to pay if the Ordinance has remained unaltered.

DEFINITIONS APPLICABLE TO SECTION 7

1. **Accident** means an accident or a series of accidents arising out of one event.
2. **Disease** means a disease contracted by an Employee of the Insured as a result of his exposure to the nature of his employment with the Insured. Such exposure may extend over a period of time and part of which period may fall outside the Period of Insurance under this Section.
3. **Earnings** means 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 the Insured to his Employees.
4. **Noise-Induced Deafness** has the same meaning as assigned to that expression in the Occupational Deafness (Compensation) Ordinance (Chapter 469 of the laws of the Hong Kong Special Administrative Region).
5. **The Ordinance** means the Employees' Compensation Ordinance (Chapter 282 of the laws of the Hong Kong Special Administrative Region).
6. **Pneumoconiosis and Mesothelioma** have the same meaning as assigned to those expressions in the Pneumoconiosis and Mesothelioma (Compensation) Ordinance (Chapter 360 of the laws of the Hong Kong Special Administrative Region).

EXTENSIONS TO SECTION 7

1. Employees Attending Sports or Social Activities

In the event of any Employee of the Insured shall sustain injury or death whilst engaged in any functions, sports or social activities organized or sponsored by the Insured, such injury or death shall be deemed to have arisen out of and in the course his employment for the purpose of this Section.

2. Extraordinary Weather Condition

In the event of any Employee of the Insured whose attendance at his place of employment is required by the Insured during extraordinary weather conditions being injured or killed whilst proceeding directly to the place of employment or returning therefrom to his home, such injury or death shall be deemed to have arisen out of and in the course of his employment for the purpose of this Section.

3. Overseas Business Visits

The indemnity provided by this Section shall apply worldwide if any non-manual Employee of the Insured shall sustain injury or death whilst engaged in occasional business visits other than manual working assignments outside the HKSAR.

LIMIT OF INDEMNITY

1. In respect of any Accident or Disease giving rise to a claim or claims against the Insured for which indemnity is provided under this Policy, the Company's Indemnity to the Insured shall in the aggregate be limited to the amount specified in the Schedule as "Policy 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.
2. In relation to any liability of the Insured in respect of a Disease contracted by an Employee due to the nature of his employment with the Insured which nature of employment applies during a period that extends over more than one policy period of insurance:
 - (a) the aggregate of the Company's Indemnity to the Insured 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 was due first affected the Employee; and
 - (b) subject to the limitation of paragraph (2)(a) hereof, the Company's indemnity to the Insured under this Section shall be limited to such proportion of the Insured's liability in respect of such Disease as that part of the Employee's period of employment falling within the Period of Insurance of this Section bears to the total period of his employment to the nature of which such Disease was due.
3. If the occurrence of any Accident or Disease results in indemnity hereunder to more than one Insured, the limitations of the Company's liability specified in paragraphs (1) and (2) hereof shall apply to the aggregate of indemnity to all Insureds.
4. At any time after the occurrence of any Accident or Disease giving rise to a claim or claims against the Insured for which indemnity is provided under this Section, the Company may pay to the Insured the full amount of the Company's liability specified in paragraph (1) or (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 and shall not thereafter be responsible for any compensation damages or costs in respect thereof or for any costs or expenses whatsoever incurred by the Insured after the Company shall have relinquished such conduct or for any loss damage or expenses caused to the Insured in consequence of any act or omission of the Company in connection therewith or of the Company relinquishing such conduct.
5. If there should be any shortfall in the actual Earnings declared in accordance with paragraph (b) of Insurance Premium under the Special Provisions of this Section from the respective actual Earnings, the extent of the Company's Indemnity shall be reduced proportionately by the extent of under-insurance; and the balance shall be borne by the Insured himself. If no declaration of the actual Earnings by the Insured is received by the Company as prescribed, for the purpose of this clause the Earnings estimated by the Insured 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.

EXCEPTIONS TO SECTION 7

The Company shall not be liable under this Section in respect of:

1. the Insured's liability to employees of contractors to the Insured;
2. any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
3. any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party;
4. any liability arising from Pneumoconiosis or Mesothelioma or Noise-Induced Deafness;
5. the Insured's liability to any person who is not an Employee of the Insured within the meaning of the Ordinance;
6. any late payment surcharge fines penalties or punitive aggravated or exemplary damages for which the Insured may become liable under the Ordinance or independently of the Ordinance;
7. any injury by Accident or Disease where the Company has not been given sufficient notice of the institution of proceedings in a court or tribunal to enable the Company to be added as a party to the proceedings;
8. the Insured's liability to any self-employed persons or sole-proprietors engaged in the Business/Insured project of the Insured.

SPECIAL PROVISIONS TO SECTION 7

1. Avoidance of Certain Terms and Rights of Recovery

If the Company is obliged by the Ordinance to pay an amount for which the Company would not otherwise be liable under this Section the Insured shall repay such amount to the Company.

2. Insurance Premium

- (a) Prior to the commencement of the Period of Insurance, the Insured shall supply the Company with a declaration estimating the Earnings of the Employees employed in the Business during the Period of Insurance (which declaration is referred to herein as "the Estimated Earnings Declaration") on the basis of which a deposit premium becomes payable to the Company.
- (b) The Insured shall within ninety (90) days after the expiry of the Period of Insurance or upon cancellation of this Policy supply the Company 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 (which declaration is referred to 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 the Company or by a premium refund to the Insured as the case may be.

- (c) It is hereby declared that the premium payable by the Insured in consideration of the indemnity provided under this Section is the sum of the deposit premium and the adjustment premium calculated pursuant to paragraphs (a) and (b) hereof.
- (d) The name Hong Kong Identity Card number class of employment and Earnings of every Employee of the Insured employed in the Business from time to time during the Period of Insurance shall be properly recorded by the Insured and retained in a safe place so that a record exists of all persons who are Employees of the Insured for the purposes of this Section and the Insured shall at all reasonable times allow the Company to inspect and obtain copies of such records.
- (e) If the Insured fails to cooperate with the Company in submitting the completed Premium Adjustment and Declaration of Earnings Form, without prejudice to any other rights of the Company, the Company shall retain the discretion not to renew the insurance upon expiry of this Policy.

3. **Claims Control by the Company**

The Company shall be entitled upon notice to the Insured to take over and conduct in the Insured's name the defence or settlement of any claim demand or proceedings against the Insured. In that event:

- (a) the Insured shall provide all such information and assistance including the latest earnings of all Employees duly certified as being correct by an independent auditor and forward all such documents and other records to the Company for the conduct of such claim demand or proceedings as the Company in its discretion may from time to time require; and
- (b) the Insured shall not without the written consent of the Company incur any expenditure in connection with any such claim demand or proceedings or make any payment admission offer or enter into any settlement whatsoever.

4. **Claims Payments by the Insured**

Where the Insured pays all or any part of a claim for which he is liable and for which indemnity is provided by this Section the Insured 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 and the Insured shall at all reasonable times allow the Company to inspect and obtain copies of such records and documents.

5. **Waiver of Claims**

The Insured shall not become a party to any agreement the effect of which is that the Insured waives any claim which the Insured would otherwise have against any person in respect of or arising out of any occurrence resulting in liability on the part of the Insured for which indemnity is provided by this Section or whereby any such claim is limited or qualified in any way.

CONDITIONS TO SECTION 7

1. **Proposal and Declaration**

The truth of the statements and answers in the Proposal, the Estimated Earnings Declaration and the Actual Earnings Declaration shall be a condition precedent to any liability of the Company to make payment or to provide indemnity under the insurance of this Section.

2. **Precautions**

The Insured 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 (Chapter 59 of the laws of the Hong Kong Special Administrative Region) and any Regulations Rules or Notices issued made or promulgated thereunder.

3. **Changes in Risks**

The Insured shall immediately notify the Company in writing of any material change in the risk insured hereunder made by the Insured or any other person during the Period of Insurance including but not limited to:

- (a) any merger with or acquisition of another company or business;
- (b) the Insured or any subsidiary or holding company of the Insured 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; or
- (c) any material change in the nature of the Business or in the number of the Insured's Employees.

4. **Right of Inspection**

The Company shall have the right and opportunity at all reasonable times to inspect the works machinery plant and appliances used in the Business.

5. **Terrorism**

Notwithstanding any provision to the contrary in this Policy or any endorsement thereto it is hereby agreed that in respect of any bodily injury or death by Accident or Disease ("the Loss") 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 the Loss:

- (a) the Limit of Indemnity under this Section shall be such amount which the Company actually receives from the Government of the Hong Kong Special Administrative Region of People's Republic of China ("the Government") pursuant to an Agreement for Provision of Facility dated 11th January 2002 between the Government and the Company under which the Government agreed to make available to the Company and other direct insurance companies authorised 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").
- (b) The Company will only be required to make payment after it has received from the Government
 - (i) an approval letter confirming that the Company should settle the claim and
 - (ii) payment under the Facility Agreement; and
- (c) for the avoidance of doubt, the Company shall have no obligation to make payment if for whatever reason it does not receive payment from the Government under the Facility Agreement, whether or not due to the Government's contention that the Loss does not fall within the scope of the Facility Agreement or the Company's breach of the Facility Agreement, or the Loss does fall within the Exceptions or any other conditions leading to no payment for the Loss under the Facility Agreement, or the Facility Agreement

ceases in the event that the remaining balance under Facility is exhausted, or the termination of the Facility Agreement by the Government.

For the purpose of the above an act of terrorism means the use of 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 organisation or government, for political, religious, or ideological purposes with an intention to influence any government and/or to put the public, or any section of the public, in fear.

If the Company alleges that the Loss falls within the scope of this endorsement the burden of proving the contrary shall be upon the Insured.

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

Words and phrases in this endorsement shall have the same meaning as in this Section.

GENERAL EXCEPTIONS

1. The Company shall not be liable under this Policy in respect of:

- (a) any Losses occasioned by or through or in consequence directly or indirectly of :
 - (i) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war;
 - (ii) mutiny, riot, military or popular uprising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.In any action, suit or other proceeding where the Company alleges that by reason of the provisions of this exception any Losses are not covered by this insurance, the burden of proving that such Losses are covered shall be upon the Insured;
- (b) any Losses occasioned by or through or in consequence directly or indirectly of confiscation, commandeering, requisition or destruction of or damage to the property insured by order of the Government de jure or de facto or any public, municipal or local authority of the country or area in which the Premises is situated;
- (c) any Losses directly or indirectly caused by or arising from or in consequence of or contributed to by:
 - (i) nuclear weapons material;
 - (ii) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and, solely for the purpose of this exception combustion shall include any self-sustaining process of nuclear fission;
 - (iii) chemical or biological substances;
- (d) any Losses caused by or resulting from unexplained or mysterious disappearance;
- (e) consequential loss or damage of any kind except as otherwise provided in Section 2 of this Policy;
- (f) any Losses directly or indirectly caused by or arising from or in consequence of or contributed to by asbestos in whatever form or quantity;
- (g) any Losses occasioned by or through or in consequence directly or indirectly of pressure waves caused by aircraft and other aerial devices;
- (h) any deliberate act or neglect of the Insured.

2. Terrorism Exclusion

Except as otherwise stated in Section 7 of this Policy, it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

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

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

3. Terrorism Exclusion for Contamination and Explosives

Except as otherwise stated in Section 7 of this Policy, it is agreed that regardless of any contributory causes, this insurance does not cover any loss, damage, cost or expense directly or indirectly arising out of

- (a) biological or chemical contamination; or
 - (b) missiles, bombs, grenades, explosives
- due to any act of terrorism.

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

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

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

4. Cyber Loss Absolute Exclusion

- (a) Notwithstanding any provision to the contrary within this Policy, this Policy excludes any Cyber Loss.
- (b) Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:
 - (i) the use or operation of any Computer System or Computer Network;
 - (ii) the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
 - (iii) access to, processing, transmission, storage or use of any Data;

- (iv) inability to access, process, transmit, store or use any Data;
- (v) any threat of or any hoax relating to (i) to (iv) above;
- (vi) any error or omission or accident in respect of any Computer System, Computer Network or Data.
- (c) Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
- (d) Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.
- (e) Data means information used, accessed, processed, transmitted or stored by a Computer System.
- (f) When this clause forms part of a reinsurance contract, Insured shall be amended to read as Original Insured.

5. Sanction Limitation and Exclusion

The Company shall not provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

6. Communicable Disease Endorsement (LMA5393) (Applicable to Section 1,2,3 & 4)

- 6.1 This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
- 6.2 For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - 6.2.1 for a Communicable Disease, or
 - 6.2.2 any property insured hereunder that is affected by such Communicable Disease.
- 6.3 As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 6.3.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 6.3.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 6.3.3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
- 6.4 This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

7. Covid-19 or Pandemics Exclusion (Applicable to Section 5)

Notwithstanding any provision to the contrary, this insurance excludes any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following – including any fear or threat thereof, whether actual or perceived : -

- (a) Coronavirus (COVID-19) including any mutation or variation thereof; or
- (b) Pandemic or epidemic, as declared as such by the World Health Organization or any governmental authority.

8. Communicable Disease Exclusion (LMA5396) (Applicable to Section 6)

- 8.1 Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
- 8.2 For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
- 8.3 As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 8.3.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 8.3.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 8.3.3 the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

GENERAL CONDITIONS

1. Identification

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

2. Policy Voidable

This Policy shall be voidable by the Company in the event of misrepresentation, misdescription or non-disclosure in any material particular by the Insured or anyone acting on his behalf.

3. **Change in Risk**

During the currency of this Policy the Insured must advise the Company of any change in the occupation of the Insured Premises or any circumstance which would increase the possibility of Losses covered under this Policy.

4. **Legal Compliance**

The Insured shall duly comply with and observe all provisions requirements and regulations of

- (i) Fire Services Department and/or
- (ii) Labour Department and/or
- (iii) Dangerous Goods Ordinance and/or
- (iv) Factories and Industrial Undertakings Ordinance and/or
- (v) any other Statutory obligation

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

5. **Forfeiture of Benefits**

All benefits under this Policy shall be forfeited:

- (a) if any claim made be in any respect fraudulent;
- (b) if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain benefit under this Policy;
- (c) if the Insured or any person acting on his behalf shall hinder or obstruct the Company in the exercise of its rights;
- (d) in respect of any claim made and rejected if an action or suit be not commenced within twelve (12) months after such rejection;
- (e) in respect of any claim where arbitration takes place pursuant to General Condition 15 of this Policy and an action or suit be not commenced within twelve (12) months after the making of an arbitration award;
- (f) in respect of any claim where settlement proposal has been offered by the Company to the Insured and thereafter no action or reply be received from the Insured within twelve (12) months after such offer.

6. **Reasonable Precautions**

The Insured shall exercise all reasonable precautions for maintenance and safety of the property insured.

7. **Claims (Action by the Insured)**

In the event of any happening which may give rise to a claim under this Policy, the Insured or the Insured's legal personal representatives shall:

- (a) give immediate notice in writing to the Company;
- (b) give immediate notice to the police of any Losses by deception, theft, burglary or any attempt thereat, malicious acts or riot or civil commotion, and provide to the Company with the police report;
- (c) at the Insured's own expense supply the Company with full particulars in writing as soon as possible not later than thirty (30) days after the occurrence of the Losses;
- (d) if a claim may arise under Section 3 and 7, send to the Company immediately any writ summons or other legal process issued or commenced against the Insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings;
- (e) not incur any expense in making good any loss or damage without the written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without the like consent;
- (f) give the Company all such information as the Company may reasonably require.

8. **Claims (Control by the Company)**

The Company shall be entitled to:

- (a) take benefit of any rights of the Insured against any other party before or after the Insured has received payment under this Policy;
- (b) take over and conduct in the Insured's name the defence or settlement of any claim demand or proceedings against the Insured.

9. **Possession Rights**

In so far as concerns Section 1, on the happening of any loss or damage, the Company and any person authorised by the Company may without hereby incurring any liability or diminishing any of the Company's rights under this Policy:

- (a) enter any building where the loss or damage has happened;
- (b) take or keep possession of the property insured;
- (c) deal with the salvage in a reasonable manner;

but no property may be abandoned to the Company whether taken possession of by the Company or not.

10. **Option to Reinstate**

In so far as concerns Section 1, the Company may at its option, repair or replace the property lost or damaged, or any part thereof, instead of paying the amount of the loss or damage, or may join with any other persons companies or insurers in so doing, but the Company shall not be bound to repair exactly or completely, but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in repair than it would have cost to repair such property as it was at the time of the occurrence of such damage, nor more than the Sum Insured thereon.

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

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

11. **More than One Policy**

The Insured shall not be insured for the same Premises under more than one Business Package Insurance Policy issued by the Company. In the event of the Insured being insured under more than one such Policy, the Company will consider the Insured to be insured under the Policy which provides the largest amount of benefit. The Company will refund any excess insurance premium payment which may have been made by the Insured.

12. **Other Insurance**

If in the event of a claim arising under this Policy there shall be in force any other insurance covering the same property and/or contingencies. The Company shall not be liable for more than its ratable proportion thereof.

13. **Subrogation**

The Insured shall at the request and at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from any other parties, to which the Company shall be or would become entitled or subrogated upon its providing indemnity for any Losses covered under this Policy, whether such acts and things shall be or become necessary or required before or after indemnification by the Company.

14. **Cancellation**

This Policy may be terminated:

- (a) at any time by the Insured on notice to that effect being given in writing to the Company, and provided no claim has arisen during the Period of Insurance, in which case the Insured shall be entitled to a return of premium less the premium calculated at the Company's customary short period rate for the time the Policy has been in force or the customary minimum and non-refundable premium whichever is the greater amount;
- (b) by the Company on seven days' advance notice to that effect being given in writing to the Insured's last known address, in which case the Company shall be liable to repay on demand a ratable proportion of the premium for the unexpired term from the date of the cancellation.

The customary minimum and non-refundable premium(s) for Section 1 – Property All Risks (Basic Cover) and for Section 7 – Employees' Compensation (Optional Cover) of this Policy are HK\$1,000 and HK\$500 respectively.

For Section 7 – Employees' Compensation, premium shall be adjusted in accordance with paragraph (2) Insurance Premium under the Special Provisions of the Section.

15. **Arbitration**

If any difference shall arise as to the amount to be paid under this Policy such difference shall be determined by arbitration in accordance with the Arbitration Ordinance and subsequent amendments. If the parties fail to agree upon the choice of arbitrators or umpires, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained.

16. **Rights of Contract Third Parties**

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

17. **Jurisdiction**

This Policy shall be subject to the jurisdiction of the HKSAR and construed in accordance with the laws of the HKSAR. The Company shall not be liable in respect of judgments which are not in the first instance delivered by or obtained from a court of competent jurisdiction within the HKSAR, nor to orders obtained in the said court for the enforcement of judgments made outside the HKSAR whether by way of reciprocal agreements or otherwise.

網上索償/eClaim



招商永隆保險有限公司

CMB Wing Lung Insurance Company Limited

招商局集團成員公司

A Member Company of China Merchants Group

電話 Tel: (852) 3508 1040

傳真 Fax: (852) 2526 7045

電郵 Email: enquiry@cmbwinglunginsurance.com

www.cmbwinglunginsurance.com

Notice to Customers relating to the Personal Data (Privacy) Ordinance (the “Ordinance”)

In compliance with the Personal Data (Privacy) Ordinance, CMB Wing Lung Insurance Company Limited (“the Company”) would wish to inform you of the following:

1. From time to time, it is necessary for customers, potential customers and various other individuals (including without limitation applicants for insurance products and services, insured, claimant, sureties, guarantors, shareholders, directors, officers and managers of corporate customers or applicants, and sole proprietors or partners of applicants and other contractual counterparties) (collectively, “data subjects”) to supply the Company with data in connection with various matters including without limitation the application for and provision of insurance or financial products or services, administration of policies and other insurance and financial services.
2. Failure to supply such data may result in the Company being unable to process the insurance applications or continue to provide the insurance products or services and/or the related services for its customers.
3. The purposes for which data relating to a data subject may be used will vary depending on the nature of the data subject's relationship with the Company, which may comprise all or any one or more of the following purposes:
 - (i) processing and evaluating applications for insurance products and services, arranging a contract of insurance and managing the account of data subject;
 - (ii) providing insurance products and services to data subject and processing request made by data subject in relation to the insurance products and services offered by the Company, including but not limited to alteration, variation, cancellation or renewal of any insurance related products or services;
 - (iii) processing, adjudicating and defending insurance claims as well as conducting any incidental investigation;
 - (iv) exercising any right of subrogation;
 - (v) performing functions and activities incidental to the provision of insurance products and services such as identity verification, data matching and reinsurance arrangements;
 - (vi) exercising the Company's rights in connection with the provision of insurance products and services to data subject from time to time;
 - (vii) conducting market, service or product analysis or researching; designing, developing or improving insurance products and services of the Company for data subjects' use;
 - (viii) marketing services, products and other subjects (in respect of which the Company may or may not be remunerated) (please see further details in paragraph 5 below);
 - (ix) verifying data subjects' identities with the bank of any merchant in connection with any credit card payment or transaction;
 - (x) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Company or Affiliated Companies (defined in paragraph 10) that it is expected to comply according to:
 - (1) any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future;
 - (2) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of insurance or financial services providers within or outside the Hong Kong Special Administrative Region existing currently and in the future;
 - (3) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of insurance or financial services providers that is assumed by or imposed on the Company or Affiliated Companies by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations of insurance or financial services providers;
 - (xi) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within Affiliated Companies and/or any other use of data and information in accordance with any programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
 - (xii) enabling an actual or proposed assignee of the Company (including their legal, accounting and/or commercial advisers), or participant or sub-participant of the Company's rights in respect of the data subjects (including legal, accounting and/or commercial advisers to such participant or sub-participant) to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
 - (xiii) for reasonable internal management purposes (including without limitations, the defence of claims and the monitoring of the quality and efficiency of services offered or provided by the Company and Affiliated Companies; and
 - (xiv) purposes relating thereto.
4. The data of a data subject may be processed, kept and transferred or disclosed in and to any country (in or outside Hong Kong) as the Company, or Affiliated Companies or any of the transferees contemplated in paragraph 3 may consider appropriate for the purposes set out under paragraph 3. Such data may also be released or disclosed in accordance with the local practices and laws, rules and regulations (including any governmental acts and orders) to which the Company Affiliated Companies and/or such contemplated transferees are subject to the applicable jurisdiction (inside or outside Hong Kong). Data held by the Company relating to data subjects will be kept confidential but the Company is authorized to provide the data of a data subject to the following parties whether inside or outside Hong Kong for the purposes set out in paragraph 3:
 - (i) any agent, contractor or third party service provider who provides administrative, management, telecommunications, computer, payment, security, custodian, investigation, debt collection, customer due diligence, anti-money laundering screening or other services to the Company in connection with the operation of its business as well as other services related to the provision of insurance products and services such as medical service providers, emergency assistance service providers, mailing houses, IT service provider, loss adjusters, claim investigators, debt collection agencies and professional advisers;
 - (ii) insurance intermediaries of the data subject;
 - (iii) insurance reference bureaus or credit reference agencies;
 - (iv) reinsurers or reinsurance companies with whom the Company has or proposes to have dealings;
 - (v) any other person under a duty of confidentiality to the Company or Affiliated Companies which has undertaken to keep such information confidential;
 - (vi) any person to whom the Company or Affiliated Companies is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to the Company or Affiliated Companies, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of insurance or financial services providers with which the Company or Affiliated Companies is expected to comply, or any disclosure pursuant to any contractual or other commitment of the Company or Affiliated Companies with local or foreign legal, regulatory, governmental, tax, law enforcement or other

- authorities, or self-regulatory or industry bodies or associations of insurance or financial services providers, all of which may be within or outside the Hong Kong Special Administrative Region and may be existing currently and in the future;
- (vii) any actual or proposed assignee of the Company (including their legal, accounting and/or commercial advisers) or participant or sub-participant or transferee of the Company's rights (including their legal, accounting and/or commercial advisers) in respect of the data subject;
- (viii) any party giving or proposing to give a guarantee or third party security to guarantee or secure the data subjects' obligations;
- (ix) the bank of any merchant in connection with any credit card payment or transactions for the purpose of verifying the identity of the cardholder;
- (x) any Affiliated Companies in Hong Kong or other jurisdiction(s);
- (xi)
 - (1) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (2) third party reward, loyalty, co-branding and privileges programmes providers;
 - (3) co-branding partners of the Company and Affiliated Companies (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);
 - (4) charitable or non-profit making organizations; and
 - (5) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Company engages for the purposes set out in paragraph 3(viii); and
- (xii) any other person
 - (1) where public interest requires; or
 - (2) with the express or implied consent of the data subject.

5. USE OF DATA IN DIRECT MARKETING

The Company intends to use the data subject's data in direct marketing and the Company requires the data subject's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

- (i) the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of a data subject held by the Company from time to time may be used by the Company in direct marketing;
- (ii) the following classes of services, products and subjects may be marketed:
 - (1) financial, insurance, credit card, banking and related services and products;
 - (2) reward, loyalty or privileges programmes and related services and products;
 - (3) services and products offered by the Company's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
 - (4) donations and contributions for charitable and/or non-profit making purposes;
- (iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Company and/or:
 - (1) Affiliated Companies;
 - (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (3) third party reward, loyalty, co-branding or privileges programme providers;
 - (4) co-branding partners of the Company and Affiliated Companies (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
 - (5) charitable or non-profit making organisations;
- (iv) in addition to marketing the above services, products and subjects itself, the Company also provides and/or intends to provide the data described in paragraph 5(i) above to all or any of the persons described in paragraph 5(iii) above for use by them in marketing those services, products and subjects, and the Company requires the data subject's written consent (which includes an indication of no objection) for that purpose;
- (v) the Company may receive money or other property in return for providing the data to the other persons in paragraph 5(iv) above and, when requesting the consent of the data subject or no objection as described in paragraph 5(iv) above, the Company will inform the data subject if it will receive any money or other property in return for providing the data to the other persons.

If a data subject does not wish the Company to use or provide to other persons his/her data for use in direct marketing as described above, the data subject may exercise his/her opt-out right by notifying the Company.

- 6. Under and in accordance with the terms of the Ordinance, any data subject has the right:
 - (i) to check whether the Company holds data about him and access to such data;
 - (ii) to require the Company to correct any data relating to him which is inaccurate; and
 - (iii) to ascertain the Company's policies and practices in relation to data and to be informed of the kind of personal data held by the Company.
- 7. In accordance with the terms of the Ordinance, the Company has the right to charge a reasonable fee for the processing of any data access request.
- 8. The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed is:
The Data Protection Officer
CMB Wing Lung Insurance Company Limited
33/F, Infinitus Plaza, 199 Des Voeux Road Central Hong Kong
Fax: 2526 7045
- 9. Nothing in this Notice shall limit the rights of data subjects under the Ordinance.
- 10. In this Notice, Affiliated Companies include
 - (a) the Company's successor;
 - (b) any subsidiary undertaking, related company, associated company, direct and/or indirect parent undertaking of the Company;
 - (c) any subsidiary undertaking of any such parent undertaking;
 - (d) any related company of (a), (b) and (c) above; and
 - (e) any associated company of (a), (b) and (c) above;
 The expressions "subsidiary undertaking", "parent undertaking" and "undertaking" bear the meanings under the Companies Ordinance (Cap.622)
- 11. In case of any discrepancy between the English and Chinese versions, the English version prevails.

January 2023

關於個人資料（私隱）條例（「該條例」）致客戶的通知

遵照個人資料（私隱）條例的規定，招商永隆保險有限公司（「本公司」）現通知閣下以下事項：

1. 客戶、潛在客戶及其他個人（包括但不限於保險產品及服務的申請人、受保人、索償人、擔保人、保證人、公司客戶或申請人的股東、董事、高級職員及管理人員、申請人的獨資經營者或合夥人以及其他合約對手方）（統稱「資料當事人」）須不時就各種事項向本公司提供有關的資料包括但不限於申請及提供保險或金融產品或服務、管理保單及其他保險及金融服務。
2. 若未能向本公司提供該等資料，可能導致本公司無法為客戶處理保險申請或繼續提供保險產品或服務及/或其他相關服務。
3. 視乎資料當事人與本公司的關係的性質，資料當事人的資料可被用作包含下列全部或其中任何一項或多項的用途：
 - (i) 處理及評估保險產品及服務的申請、安排保險合約及管理資料當事人的賬戶；
 - (ii) 向資料當事人提供保險產品及服務及處理資料當事人對本公司提供的保險產品及服務提出的要求，包括但不限於任何相關保險產品或服務的更改、變更、取消或續期；
 - (iii) 處理、判定保險索償及就保險索償抗辯，包括進行任何附帶調查；
 - (iv) 行使任何代位權；
 - (v) 執行與所提供的保險產品及服務附帶的功能及活動，如核實身份，核對資料及再保險安排；
 - (vi) 行使本公司因不時向資料當事人提供的保險產品及服務而享有的權利；
 - (vii) 進行市場、服務或產品的分析或研究、設計、發展或改善本公司供資料當事人使用的保險產品及服務；
 - (viii) 推廣服務、產品或其他標的（本公司可能會或不會就此獲得報酬）（詳情請參閱以下第 5 段）
 - (ix) 為就信用卡繳款事宜或信用卡交易而核實持卡人的身份的任何商號的銀行；
 - (x) 履行根據下列適用於本公司或關聯公司（定義見下文第 10 段）期望遵守的就披露及使用資料的義務、規定或安排：
 - (1) 不論於香港特別行政區境內或境外及不論目前或將來存在的對其具法律約束力或適用的任何法律；
 - (2) 不論於香港特別行政區境內或境外及不論目前或將來存在的任何法律、監管、政府、稅務、執法或其他機關，或保險或金融服務供應商的自律監管或行業組織或協會作出或發出的任何指引或指導；
 - (3) 本公司或關聯公司因其位於或跟相關本地或外地的法律、監管、政府、稅務、執法或其他機關，或保險或金融服務供應商的自律監管或行業組織或協會的司法管轄區有關的金融、商業、業務或其他利益或活動，而向本地或外地的法律、監管、政府、稅務、執法或其他機關，或保險或金融服務供應商的自律監管或行業組織或協會承擔或被彼等施加的任何目前或將來的合約或其他承諾；
 - (xi) 遵守本公司為符合制裁或預防或偵測清洗黑錢、恐怖分子融資活動或其他非法活動的任何方案就關聯公司共用資料及資訊的任何其他使用而指定的任何義務、要求、政策、程序、措施或安排；
 - (xii) 使本公司的實際或建議承讓人（包括其法律、會計顧問及/或商業顧問）或就本公司對資料當事人享有的權利的參與人或附屬參與人（包括該等參與人或附屬參與人的法律、會計顧問及/或商業顧問）評核其擬承讓、參與或附屬參與的交易；
 - (xiii) 合理的內部管理用途（包括但不限於為申索抗辯及監察本公司或關聯公司所給予或提供的服務質素及效率）；及
 - (xiv) 與上述有關的用途。
4. 如本公司、關聯公司或第 3 段所指的任何受讓人認為合適，資料當事人的資料可於任何國家（香港境內或境外）處理、保存及傳達或披露，以作第 3 段所載用途。有關資料可在本公司、關聯公司及/或有關所指受讓人符合適用司法管轄區（香港境內或境外）的當地慣例、法律和規則（包括任何政府行政措施和政令）的情況下發放或披露。本公司持有資料當事人的資料將予以保密，但本公司獲授權可就第 3 段列明的用途把資料當事人的資料提供予下列各方（不論在香港境內或境外）：
 - (i) 就本公司業務運作向本公司提供行政、管理、電訊、電腦、付款、保安、託管、調查、追討欠款、客戶盡職審查、反清洗黑錢審查或其他服務及就本公司所提供之保險產品及服務相關其他服務的代理人、承辦商或第三方服務供應商，如醫療服務供應商、緊急救援服務供應商、郵寄服務商、資訊科技服務供應商、公證行、理賠調查員、追討欠款公司及專業顧問；
 - (ii) 資料當事人的保險中介人；
 - (iii) 保險資料服務公司或信貸資料服務公司；
 - (iv) 與本公司有或將有商業往來的再保險人或再保險公司；
 - (v) 任何對本公司或關聯公司負有保密責任的其他人士，包括承諾保密該等資料的關聯公司；
 - (vi) 本公司或關聯公司根據對本公司或關聯公司具法律約束力或適用的任何法律規定，或根據及為符合任何法律、監管、政府、稅務、執法或其他機關，或保險或金融服務供應商的自律監管或行業組織或協會作出或發出的並期望本公司或關聯公司遵守的任何指引或指導，或根據本公司或關聯公司向本地或外地的法律、監管、政府、稅務、執法或其他機關，或保險或金融服務供應商的自律監管或行業組織或協會的任何合約或其他承諾（以上不論於香港特別行政區境內或境外及不論目前存在或將來存在的），而有義務或以其他方式被要求向其披露該等資料的任何人士；
 - (vii) 本公司的任何實際或建議承讓人（包括其法律、會計顧問及/或商業顧問）或就本公司對資料當事人享有的權利的參與人或附屬參與人或受讓人（包括其法律、會計顧問及/或商業顧問）；
 - (viii) 對資料當事人的義務提供或計劃提供擔保或第三方抵押的任何人等；
 - (ix) 為就信用卡繳款事宜或信用卡交易而核實持卡人的身份的任何商號的銀行；
 - (x) 於香港或其他司法管轄區的關聯公司；
 - (xi)
 - (1) 第三方金融機構、承保人、信用卡公司、證券及投資服務供應商；
 - (2) 第三方獎賞、長期客戶及專享優惠計劃的供應商；
 - (3) 本公司及關聯公司之合作品牌夥伴（該等合作品牌夥伴名稱會於有關服務及產品（視情況而定）的申請表格上列明）；
 - (4) 慈善或非牟利機構；及
 - (5) 就以上第 3(viii)段列明的用途而被關聯公司任用之第三方服務供應商（包括但不限於寄件中心、電訊公司、電話促銷及直銷代理人、電話中心、資料處理公司及資訊科技公司）；及
 - (xii)
 - (1) 在符合公眾利益要求；或
 - (2) 在資料當事人明示或暗示同意情況下之任何其他人士。
5. 在直接促銷中使用資料
本公司擬把資料當事人資料用於直接促銷，而本公司為該用途須獲得資料當事人同意（包括表示不反對）。就此，請注意：
 - (i) 本公司可能把本公司不時持有的資料當事人姓名、聯絡資料、產品及服務組合資料、交易模式及行為、財務背景及人口統計數據用於直接促銷；

- (ii) 可用作促銷下列類別的服務、產品及促銷標的：
 - (1) 財務、保險、信用卡、銀行及相關服務及產品；
 - (2) 獎賞、客戶或會員或優惠計劃及相關服務及產品；
 - (3) 本公司合作品牌夥伴提供之服務及產品（在申請有關服務及產品時會提供合作品牌夥伴名稱）；及
 - (4) 為慈善及/或非牟利用途的捐款及捐贈；
 - (iii) 上述服務、產品及促銷標的可能由本公司及/或下列各方提供或（就捐款及捐贈而言）徵求：
 - (1) 關聯公司；
 - (2) 第三方金融機構、承保人、信用卡公司、證券及投資服務供應商；
 - (3) 第三方獎賞、客戶或會員、合作品牌或優惠計劃供應商；
 - (4) 本公司關聯公司之合作品牌夥伴（該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明）；及
 - (5) 慈善或非牟利機構；
 - (iv) 除由本公司促銷上述服務、產品及促銷標的以外，本公司亦擬將以上第 5(i)段所述的資料提供予以上第 5(iii)段所述的全部或任何人士，以供該等人士在促銷該等服務、產品及促銷標的中使用，而本公司為此用途須獲得資料當事人書面同意（包括表示不反對）；
 - (v) 本公司可能因如以上第 5(iv)段所述將資料提供予其他人士而獲得金錢或其他財產的回報。如本公司會因提供資料予其他人士而獲得任何金錢或其他財產的回報，本公司會於以上第 5(iv)段所述徵求資料當事人同意或不反對時如是通知資料當事人。
- 如資料當事人不希望本公司如上述使用其資料或將其資料提供予其他人士作直接促銷用途，資料當事人可通知本公司行使其選擇權拒絕促銷。

- 6. 根據該條例中的條款，任何資料當事人有權：
 - (i) 查核本公司是否持有其資料及查閱該等資料；
 - (ii) 要求本公司改正任何有關其不準確的資料；及
 - (iii) 查明本公司對於資料的政策及實務及獲告知本公司持有的個人資料的種類。
- 7. 根據該條例的條款，本公司有權對處理查閱資料要求而收取合理的費用。
- 8. 任何關於查閱或改正資料，或索取關於資料政策及實務或所持有的資料種類的要求，應向下列人士提出：
資料保護主任
招商永隆保險有限公司
香港德輔道中 199 號無限極廣場 33 樓
傳真：2526 7045
- 9. 本通知不會限制資料當事人在該條例下所享有的權利。
- 10. 在本通知內，關聯公司包括
 - (a) 本公司的繼承者；
 - (b) 本公司的任何附屬企業、關連公司、相聯公司、直接和/或間接母企業；
 - (c) 任何前述母企業的任何附屬企業；
 - (d) 上述(a)、(b)及(c)項提述的任何關連公司；及
 - (e) 上述(a)、(b)及(c)項提述的任何相聯公司。「附屬企業」，「母企業」及「企業」具有香港法例第 622 章公司條例所指之相同涵義。
- 11. 如中英文本有任何歧異，皆以英文本為準。

2023 年 1 月