



INCORPORATED OWNERS MANAGEMENT LIABILITY POLICY

SECTION 1 - PREAMBLE

In consideration of the premium paid, **We** will provide cover under this **Policy**, subject to all terms, conditions and limitations of this **Policy**. This **Policy** consists of the **Proposal**, this document and any certificates and endorsements affixed hereto. All of these should be read together as if they were one document.

This **Policy** is written on a **Claims** made and notified basis, which means that, subject to the Continuous Cover Extension, it will only respond to **Claims** first made against an **Insured** and notified to **Us** during the **Policy Period**.

All words in **bold** within the **Policy** shall have the meaning given to them in the Definitions Section of the **Policy**, wherever they may appear. The **Insured** should read this **Policy** carefully, in particular, the Exclusions specific to each Coverage Section and the Exclusions applicable to all Coverage Sections to ascertain the precise scope afforded by this **Policy**. The **Insured's** attention is also drawn to the Claims Conditions and Policy Conditions Sections. Non-compliance with these provisions may prevent recovery under this **Policy**.

SECTION 2 – DIRECTORS & OFFICERS LIABILITY COVERAGE

2.1. Insuring Agreement

1. Insured Persons

We shall pay, on behalf of an **Insured Person**, **Loss** resulting from a **Claim** first made against such **Insured Person** during the **Policy Period**, except to the extent the **Insured Person** has been indemnified by the **Incorporated Owners** for such **Loss**.

2. Incorporated Owners Reimbursement

We shall pay, on behalf of the **Incorporated Owners**, **Loss** resulting from a **Claim** first made against an **Insured Person** during the **Policy Period**, for which the **Incorporated Owners** has indemnified or agreed to indemnify such **Insured Person**.

2.2. Extensions

Subject to all terms, conditions, exclusions and limitations applicable to this Coverage Section, cover is extended as set out below. Unless expressly stated otherwise, each of the following extensions shall be subject to the **Limit of Liability** and **Excess** as stated in the Schedule.

1. Bail Bond Costs

We shall pay **Bail Bond Costs** incurred by or on behalf of an **Insured Person** in connection with a covered **Claim**.

2. Estates, Heirs and Legal Representatives and Spouses

In the event of an **Insured Person's** death, incapacity, insolvency or bankruptcy, **We** shall pay, on behalf of:

- a) their lawful heirs, estate, legal representatives or assigns; or
- b) a legal or de facto spouse,

any **Loss** arising purely by reason of that lawful status, provided that:

- a) such **Loss** results from a covered

Claim or **Investigation**; and

- b) **We** shall only be liable to cover **Loss** arising directly from an actual or alleged **Wrongful Act** of the **Insured Person**.

3. Extradition Costs

We shall pay **Extradition Costs** incurred by or on behalf of an **Insured Person**.

4. Investigation Costs

We shall pay Investigation Costs incurred by or on behalf of an **Insured Person** resulting from an **Investigation** first commenced during the **Policy Period**.

5. Occupational Health & Safety

Notwithstanding the Bodily Injury and/or Property Damage Exclusion, **We shall pay Defence Costs and/or Investigation Costs** incurred by or on behalf of an **Insured Person** resulting from any covered **Claim** or **Investigation** arising out of an alleged breach of any occupational or work health and safety laws or regulations, including any law relating to workplace death or corporate manslaughter.

6. Outside Entity Directorships

We shall pay, on behalf of an Insured Person, Loss resulting from any covered **Claim** or **Investigation** arising out of any actual or alleged **Wrongful Act** occurring whilst such **Insured Person** was acting in their capacity as an **Outside Entity Director**.

Cover under this Extension shall be specifically excess of:

- a) any indemnification provided by and/or available from the **Outside Entity**; and
- b) any other policy(ies) of insurance maintained by the **Outside Entity**, including but not limited to any directors and officers' or management liability insurance.

The cover provided by this Extension shall not apply in respect of or in connection with any **Claim**:

- a) brought by or on behalf of or for the benefit of, any person who owns or controls directly or indirectly more than or equal to 20% of the voting share capital of the **Outside Entity** at the time of the **Wrongful Act**; and
- b) directly or indirectly caused by, arising out of, based upon or attributable to the insolvency, liquidation or bankruptcy of the **Outside Entity** or its actual alleged inability to meet any or all of its debts as and when they fall due.

7. Pollution Costs

Notwithstanding the Bodily Injury and/or Property Damage Exclusion, and the Pollution Exclusion, **We shall pay, subject to the applicable sub-limit of liability noted in the Schedule, the Defence Costs and/or Investigation Costs** incurred by or on behalf of an **Insured Person** in connection with any covered **Claim** or **Investigation** arising out of, based upon or attributable to a **Pollution Event**.

8. Public Relations Expenses

We shall pay, subject to the applicable sub-limit of liability noted in the Schedule, Public Relations Expenses incurred by or on behalf of an **Insured Person** in connection with a covered **Claim** or **Investigation** or **Crisis Event**.

9. Reinstatement of Limit of Liability for Insured Persons

Should the **Limit of Liability** be reduced wholly or partly as a result of payment by **Us** of **Loss** under the **Policy**, **We** agree that the **Limit of Liability** shall be reinstated by the amount it has been reduced, insofar as:

- a) **Our** total amount payable with respect to any **Claim** or **Investigation** shall not exceed the **Limit of Liability**;
- b) **Our** total amount payable under the **Policy** shall not exceed twice the **Limit of Liability**;
- c) all limit(s) of liability available under any policy(ies) of insurance written in excess of this **Policy** have been first exhausted; and
- d) this provision shall only be made available to an **Insured Person** who is/was a **Director** of the **Incorporated Owners** at the time of the actual or alleged **Wrongful Act**.

10. Retired Insured Persons Run-Off Cover Provided that

- a) a **Transaction** has not taken place;

- b) this **Policy** has not been renewed or replaced with similar cover; and
- c) no **Discovery Period** is otherwise in existence,

We shall provide, at no additional premium, all **Retired Insured Persons** with an 84-month **Discovery** period, commencing at 00:00 local time on the date on which they retire from office with the **Incorporated Owners**, in which to notify any **Claim** made or **Investigation** commenced against them, but only insofar as such **Claim** or **Investigation** arises out of any actual or alleged **Wrongful Act** occurring prior to the date on which the **Retired Insured Person** retired.

SECTION 3 – INCORPORATED OWNERS LIABILITY COVERAGE

3.1. Insuring Agreement – Incorporated owners Liability

We shall pay to or on behalf of the **Incorporated Owners**, **Loss** resulting from a **Claim** first made against the **Incorporated Owners** during the **Policy Period**.

3.2. Extensions

Subject to all terms, conditions, exclusions and limitations applicable to this Coverage Section, cover is extended as set out below. Unless expressly stated otherwise, the following extensions shall be subject to the **Limit of Liability** and **Excess** as stated in the Schedule.

1. Crisis Costs

We shall pay, subject to the applicable sub-limit of liability noted in the Schedule, **Crisis Costs** incurred by the **Incorporated Owners** by reason of a **Crisis Event**.

- ##### 2. Occupational Health & Safety Notwithstanding the Bodily Injury and/or Property Damage Exclusion, **We** shall pay **Defence Costs** and/or **Investigation Costs** incurred by or on behalf of the **Incorporated Owners** resulting from any covered **Claim** or **Investigation** arising out of an alleged breach of any occupational or work health and safety laws or regulations, including any law relating to workplace death or corporate manslaughter.

3. Pollution Costs

Notwithstanding the Bodily Injury and/or Property Damage Exclusion and the Pollution Exclusion, **We** shall pay, subject to the applicable sub-limit of liability noted in the Schedule, **Defence Costs** and/or **Investigation Costs** incurred by or on behalf of the **Incorporated Owners** in connection with any covered **Claim** or **Investigation** arising out of, based upon or attributable to a **Pollution Event**.

3.3. Exclusions

We shall not be liable under the Incorporated Owners Liability Coverage Section of this **Policy** to pay any **Loss**:

1. Anti-Competitive Practices

Directly or indirectly caused by, arising out of, based upon or attributable to any actual or alleged violation of any statutory, regulatory or common law, with respect to the following practices: anti-trust, business competition, unfair trade practices, price fixing, or tortious interference in any other party's business or contractual relationships.

2. Contractual Liabilities

Directly or indirectly caused by, arising out of, based upon or attributable to:

- a) any liability(ies) which the **Insured** has assumed under a contract, unless such liability would attach in the absence of any contract;
- b) the insolvency, receivership, administration, bankruptcy or liquidation of the **Insured**;
- c) any trading debt incurred by the **Insured**;
- d) any guarantee given by the **Insured** for a debt;
- e) any liability assumed by or on behalf of any **Insured** under any express guarantee or express warranty, unless such liability would have attached to the **Insured** in the absence of such a guarantee or warranty.

3. Employment Practices Liability Cover Directly or indirectly caused by, arising out of, based upon or attributable to any **Employment Practices Breach**.
4. Industrial Instrument
Directly or indirectly caused by, arising out of, based upon or attributable to:
 - a) any actual or alleged breach of any obligation under any law or regulation which provides for any **Industrial Instrument** or paid or unpaid leave; or
 - b) any **Industrial Instrument**, law or regulation in respect of retirement benefits, social security benefits, disability benefits, unemployment benefits, unemployment insurance, occupational or workplace health and safety, workers' compensation or any similar law, regulation or **Industrial Instrument**.
5. Intellectual Property Rights
Directly or indirectly caused by, arising out of, based upon or attributable to any actual or alleged breach of any intellectual property rights, including but not limited to any: actual or alleged plagiarism, patent, copyright infringement/violations, misappropriation, trademark or trade secret.
6. Privacy Liability
Directly or indirectly caused by, arising out of, based upon or attributable to any actual or alleged breach of a person's privacy.
7. Product Liability
Directly or indirectly caused by, arising out of, based upon or attributable to any failure or effects of any product or products.

SECTION 4 - CRIME COVERAGE

Insuring Agreement

- 4.1. Employee Fraud or Dishonesty
Notwithstanding the Conduct Exclusion, **We** shall pay the **Incorporated Owners** for **Direct Financial Loss** resulting from any **Dishonest Act** first **Discovered** during the **Policy Period**.
- 4.2. Extensions
Subject to all terms, conditions, exclusions and limitations applicable to this Coverage Section, cover is extended as set out below. Unless expressly stated otherwise, the following extensions shall be subject to the **Limit of Liability** and **Excess** as stated in the Schedule.
 1. Damage to Safes
We shall pay the **Incorporated Owners** for **Direct Financial Loss** resulting from the physical loss or damage to, or actual destruction or disappearance of, any safes or vaults. If such loss or damage is caused by fire(s), storm(s) or natural disaster(s) then the maximum amount payable under this Extension shall be subject to the applicable sub-limit of liability noted in the Schedule.
 2. Fraud Investigation
We shall pay, subject to the applicable sub- limit of liability noted in the Schedule, the reasonable and necessary fees, costs and expenses incurred by the **Incorporated Owners**, with **Our** prior written consent, in retaining a fraud investigator to investigate, prove and report on a covered or potentially covered **Direct Financial Loss**. The fraud investigator must not have any conflict of interest concerning their retainer.
 3. Legal Fees
We shall pay, subject to the applicable sub- limit of liability noted in the Schedule, the reasonable and necessary legal fees, costs and expenses incurred by the **Incorporated Owners**, with **Our** prior written consent, in the defence of any **Claim** arising directly from a covered or potentially covered **Direct Financial Loss**.

4.3. Exclusions

We shall not be liable under this Crime Coverage Section of this **Policy** for:

1. Direct Financial Loss Events Any **Direct Financial Loss**:

- a) directly or indirectly caused by, arising out of, based upon or attributable to any **Dishonest Acts** committed wholly or partly outside of Hong Kong SAR;
- b) first **Discovered** prior to the commencement, or after the expiry, of the **Policy Period**;
- c) directly or indirectly caused by, arising out of, based upon or attributable to any **Employee** which arises after the time any **Director** or **Officer** (who is not in collusion with any **Employee**) had actual knowledge that the **Employee** had committed, or attempted to commit, any fraudulent or dishonest act (even if it does not constitute a **Dishonest Act** as defined);
- d) directly or indirectly caused by, arising out of, based upon or attributable to any dishonest or fraudulent activities involving the complicity of any **Director** or **Officer** of the **Incorporated Owners**, or of any person who owns or controls directly or indirectly 5% or more of the voting share capital of the **Incorporated Owners** or any **Associated Company**;
- e) where proof depends solely on a comparison of inventory records (with an actual physical count) or a profit and loss computation;
- f) directly or indirectly caused by, arising out of, based upon or attributable to confidential information, including but not limited to: proprietary information, intellectual property, trade secrets, or confidential processing methods;
- g) directly or indirectly caused by, arising out of, based upon or attributable to any bank transfers not dually authorised, employees who are responsible for cheque orders and who also have cheque signing authority, or the issuing of cheques exceeding HKD\$25,000 that are not countersigned;
- h) directly or indirectly caused by, arising out of, based upon or attributable to the voluntary giving of **Money, Securities** or tangible property unless directly caused by any **Dishonest Act**;
- i) directly or indirectly caused by, arising out of, based upon or attributable to the complete or partial non-payment or default of any **Credit Arrangement**; or
- j) directly or indirectly caused by, arising out of, based upon or attributable to any trading, whether or not genuine and regardless of whether it is in the name of the **Incorporated Owners** or not.

2. Fire

Any **Direct Financial Loss** or damage caused by fire, other than loss of or damage to **Money**, negotiable instruments, safes or vaults covered under the Damage to Safes Extension.

- a) Forcible and Violent Theft Notwithstanding the Damage to Safes Extension, any **Direct Financial Loss** occurring following forcible or violent entry to any **Insured's** premises by any third party, where such third party is acting alone (and not in collusion with any **Employee**).
- b) Premises Damages
Any damage or destruction to any premises or building.

3. Specific Indirect or Consequential Loss Events

Any loss of any nature indirectly or consequentially incurred by the **Incorporated Owners**, including but not limited to:

- a) any third party liabilities;
- b) any contractual penalties incurred by the **Incorporated Owners**;
- c) any loss of income not realised by the **Incorporated Owners** or another person or organisation;
- d) any costs incurred to correct, improve or rectify **Incorporated Owners** software programs by re-writing or amending the same;
- e) the **Insured's** costs, fees or expenses in prosecuting or defending any **Claim** or **Investigation**; or
- f) the **Insured's** costs, fees or expenses in establishing a right under this **Policy** (unless provided for as a Claims Condition).

5.1. General

The provisions of this Section apply to all Sections of this **Policy**, unless endorsed otherwise.

Words and expressions defined for the purpose of this **Policy** are in bold.

The headings used in this **Policy** are for ease of reference only and shall not affect the construction of or be taken into consideration when interpreting this **Policy**.

5.2. **Extensions Applicable to All Coverage Sections except the Crime Coverage Section**

1. Advanced Payment of Costs

We shall advance **Defence Costs** and/or **Investigation Costs** incurred by an **Insured** in respect of any **Claim** or **Investigation** covered under this **Policy**, prior to final disposition of such **Claim** or **Investigation**, within 30 days of receipt of sufficiently detailed invoice(s).

In the event that it is subsequently determined that the **Insured** is not entitled to payment of any **Defence Costs** and/or **Investigation Costs** advanced under this **Policy**, these must be repaid to **Us** by the **Insured**.

2. Continuous Cover

Notwithstanding the Prior Known Facts Exclusion, **We** shall pay any **Loss** of an **Insured** resulting from any **Claim** first made or **Investigation** first commenced during the **Policy Period**, where the **Insured**:

- a) prior to the commencement of the **Policy Period** and after the **Retroactive Date**, became aware for the first time that a **Claim** or **Investigation** might or could arise based on facts and circumstances known to it; and
- b) failed to notify such facts or circumstances under any similar policy in force at the time.

Provided always that:

- a) there has not been any fraudulent non-disclosure or fraudulent misrepresentation by the **Insured** in relation to the facts or circumstances;
- b) the **Insured** has maintained without interruption a policy of management liability insurance with **Us** since the date on which the facts or circumstances could have been notified;
- c) if the facts or circumstances had been notified to **Us** under the policy in force at the time, the **Insured** would have been entitled to indemnity thereunder;
- d) but for the Prior Known Facts Exclusion, the **Insured** would be entitled to indemnity under this **Policy**;

We may exercise **Our** discretion in applying either the terms and conditions applicable to the policy in force at the time, or the terms and conditions of this **Policy**, including the applicable limit of liability and excess.

3. Discovery Period

If this **Policy** expires and is not renewed by the **Insurer** for reasons other than non-payment of premium, the **Insured** shall be entitled, within the **Discovery Period**, to give written notice to **Us** of any **Claim** first made or **Investigation** first commenced during the **Discovery Period** which arises out of any actual or alleged **Wrongful Act** occurring during the **Policy Period**.

The **Discovery Period** shall consist of:

- a) 90 days automatically and for no additional premium; or
- b) 12 months for the premium specified in the Schedule if the **Incorporated Owners** requests the period in writing within 30 days of the expiry of the **Policy Period**. Any such premium will be payable within 30 days of receipt by **Us** of this written request; or
- c) 84 months if a **Transaction** takes place and if the **Incorporated Owners** requests this period in writing within 30 days of expiry of the **Policy Period**. Any terms and conditions or premium will be decided by **Us** in this event.

This **Discovery Period** does not apply in instances where the **Policy** is cancelled, avoided, or renewed/replaced with

any other like management liability and/or directors and officers' insurance policy.

4. Emergency Costs

If **Our** written consent cannot reasonably be obtained before **Defence Costs** or **Investigation Costs** are incurred by an **Insured**, then **We** shall allow retrospective approval for such costs provided that **Our** written consent is obtained within 30 days of the date on which the first of such **Defence Costs** or **Investigation Costs** were incurred.

Our liability under this Extension shall not exceed 20% of the **Limit of Liability** under this **Policy**.

5.3. **General Extensions Applicable to All Coverage Sections**

1. Former Subsidiary Cover

We shall extend the indemnity available under this **Policy** to any **Subsidiary** which ceases to be a **Subsidiary** either before or during the **Policy Period**, but only in relation to **Loss** arising from a **Wrongful Act** occurring whilst the entity was a **Subsidiary**.

2. New Subsidiary Cover

If during the **Policy Period** the **Incorporated Owners** creates or acquires any entity either directly or indirectly through one or more other entities, the term **Subsidiary** shall be automatically extended to include that entity, as long as that entity:

- a) is incorporated or domiciled outside of the United States of America or Canada or their territories or possessions;
- b) has total gross assets outside of the United States of America or Canada or their territories or possessions totalling less than 25% of the gross consolidated assets of the **Incorporated Owners** based on the **Incorporated Owners'** last audited financial statements;
- c) has total gross assets within the United States of America or Canada or their territories or possessions totalling less than 10% of the gross consolidated assets of the **Incorporated Owners** based on the **Incorporated Owners'** last audited financial statements; and
- d) does not undertake activities which attract one or more of the provisions of the Securities Act of 1933 (USA), the Securities Exchange Act of 1934 (USA), any rules or regulations of the Securities and Exchange Commission (USA), or any federal, country, state, or territory rules or regulations or local or provisional statute in the United States of America or any of its territories or possessions relating to securities, or the equivalent in Canada or any of its territories or possessions.

At **Our** discretion, **We** may agree to provide coverage where the **Subsidiary** fails to meet any one of the above conditions if the **Incorporated Owners** has notified and provided **Us** with all requested information and any terms imposed by **Us** are agreed by the **Incorporated Owners**.

Coverage under this **Policy** shall apply only in respect of any actual or alleged **Wrongful Act** occurring after the date on which the entity was created or acquired.

5.4. **General Exclusions Applicable to all Insuring Clauses**

The following Exclusions are applicable to all Insuring Clauses.

We shall not be liable under this **Policy** to pay any **Loss**:

1. Bodily Injury and/or Property Damage For:

- a) subject to the Occupational Health & Safety Extension, any **Bodily Injury**, except for emotional distress or mental anguish resulting from an **Employment Practices Breach**; or
- b) any damage, destruction or loss of any property (including loss of use thereof and any consequential loss resulting therefrom).

2. Conduct

Directly or indirectly caused by, arising out of, based upon or attributable to the **Insured**:

- a) committing any deliberately dishonest or deliberately fraudulent act or omission (including reckless or malicious acts and omissions);
 - b) committing any wilful violation or wilful breach of any law, statute or regulation;
 - c) gaining profit or advantage to which the **Insured** was not legally entitled; or
 - d) improperly benefitting from any **Securities** transaction as a result of information that is/was not available to other sellers or purchasers of such **Securities**,
- but only in the event that any of the above is established by final non-appealable adjudication by a judicial or arbitral tribunal or any formal written admission by the **Insured**.

For the purposes of determining the applicability of this Exclusion, the conduct of any **Insured Person** shall not be imputed to any other **Insured Person**.

3. Insolvency

Directly or indirectly caused by, arising out of based upon or attributable to the insolvency, liquidation, bankruptcy, winding-up, receivership or administration of the **Incorporated Owners** or its actual or alleged inability to meet any or all of its debts as and when they fall due.

4. Investment Performance

Directly or indirectly caused by, arising out of, based upon or attributable to:

- a) any alleged or actual dealings seeking to affect the price of or market in any shares and/or debentures of any company, commodity, negotiable instrument or currency (unless conducted in accordance with the appropriate laws, rules and regulations); or
- b) the **Insured's** financial or investment advice, including advice or recommendations on any investment's tax implications or performance including any market fluctuation which is outside of the **Insured's** control.

5. Major Shareholder

Directly or indirectly caused by, arising out of, based upon or attributable to any **Claim** brought by, or on behalf or for the benefit of, any person who owns or controls directly or indirectly more than or equal to 20% of the voting share capital of the **Incorporated Owners** or **Associated Company**.

6. Pension Fund Liabilities

Directly or indirectly caused by, arising out of, based upon or attributable to any **Claim** made in respect of **Benefits** or in connection with the **Incorporated Owners'** failure to meet any **Fund's** contributions as required by law or any **Fund** trust deed.

7. Pollution

Subject to the Pollution Costs Extension, directly or indirectly caused by, arising out of, based upon or attributable to a Pollution Event.

8. Prior Known Facts

Directly or indirectly caused by, arising out of, based upon or attributable to:

- a) any actual or alleged facts or circumstances which could have been or which can be notified to any other insurance policy attaching prior to the inception of this **Policy**;
- b) any actual or alleged facts or circumstances that the **Insured Person** knew, or ought reasonably to have known, prior to the inception of this **Policy** might or could give rise to a **Claim** or **Investigation**;
- c) any pending or prior civil, criminal, administrative or regulatory proceeding or investigation as of the **Continuity Date**, or any **Claim** or **Investigation** which alleges or is derived from the same or essentially the same facts as alleged in such pending or prior actions;
- d) any fact or matter referred to in the **Proposal** or notified under any previous policy of which this **Policy** is a renewal or a replacement;
- e) any contingent liability noted in the **Incorporated Owners'** financial statements.

9. Professional Services

Directly or indirectly caused by, arising out of, based upon or attributable to an **Insured's** performance or attempted performance of professional services for any third party, or any act, error or omission relating thereto, provided that this Exclusion does not apply to **Loss** arising solely and directly from an allegation of a failure to supervise any **Employee**.

10. Prospectus Liability

Directly or indirectly caused by, based upon or attributable to:

- a) any **Disclosure Document** containing an offer for the issue, purchase, sale or transfer of **Securities**; or
- b) any written or verbal representations related to a **Disclosure Document** or offer referred to at (a).

This Exclusion shall not apply to the private placement of **Securities** for which a **Disclosure Document** is not required in the local jurisdiction for the purposes of raising or restructuring the capital of any.

11. USA/Canada Insured v Insured

Directly or indirectly caused by, arising out of, based upon or attributable to any **Claim** brought within the United States of America or Canada or their territories or possessions or under any laws thereof by any **Insured**, provided that this Exclusion does not apply to:

- a) **Defence Costs**;
- b) any **Claim** brought or maintained by an **Insured Person** for contribution or indemnity if the **Claim** directly results from another **Claim** otherwise covered under this **Policy**;
- c) any **Claim** made by an **Insured Person** against an **Insured Person** for an alleged **Employment Practices Breach**;
- d) any **Claim** that is in the form of a cross claim, third-party claim or otherwise for contribution or indemnity which is part of and results directly from a **Claim** which is not otherwise excluded under this **Policy**;
- e) any **Claim** brought or maintained by a liquidator, administrative receiver, receiver or similar external administrator of the **Insured**;
- f) any **Claim** brought or maintained by any **Retired Insured Person**; or
- g) any **Claim** against an **Insured** which is a derivative action brought in the name of the **Incorporated Owners** by someone who is not an **Insured Person**.

12. War and Terrorism Exclusion

This **Policy** excludes death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism including but not limited to
 - i) the use or threat of force, violence and/or
 - ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents, by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or
3. any action taken in controlling, preventing, suppressing or in any way relating to (1) or (2) above.

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

13. Institute Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Exclusion

- This **Policy** excludes loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
- ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
 - the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
 - any chemical, biological, bio-chemical, or electromagnetic weapon.

14. Asbestos

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

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

15. Cyber Exclusion

- Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto this **Policy** excludes any CYBER LOSS regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- Any 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 shall not be recoverable hereunder, nor be considered as physical loss or damage for the purposes of this exclusion or any other part of this **Policy**.
- If **We** allege that by reason of this exclusion any CYBER LOSS sustained by the **Insured** is not covered by this **Policy**, the burden of proving the contrary shall fall to the **Insured**.

Definitions

- 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.
- CYBER ACT means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any COMPUTER SYSTEM.
- CYBER INCIDENT means:
 - 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
 - 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.
- 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.

8. DATA means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a COMPUTER SYSTEM.
16. Covid-19 / Pandemic Exclusion Notwithstanding any provision to the contrary, this **Policy** 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:
 1. Coronavirus (COVID-19) including any mutation or variation thereof; or
 2. Pandemic or epidemic, as declared as such by the World Health Organization or any governmental authority.

SECTION 6 – CLAIMS CONDITIONS

6.1. Notification

It is a condition precedent to **Our** liability under this **Policy** that the **Insured** give **Us** written notice of every **Claim**, **Investigation** or circumstance as soon as is reasonably practicable after the **Insured** first becomes aware of such **Claim**, **Investigation** or circumstance and in any event prior to expiry of the **Policy Period**.

The written notice should include any relevant information of which the **Insured** is aware, including but not limited to:

1. the identity of any actual or potential claimants;
2. the factual matrix, including details of any actual or alleged **Wrongful Act**;
3. the date and manner in which the **Insured** first became aware of the **Claim** or **Investigation**; and
4. the likely quantum of any **Loss**.

The **Claim**, **Investigation** or circumstance notified to **Us** should be delivered to the below address and will be considered effectively notified upon first receipt:

Claims Manager
China Ping An Insurance (Hong Kong) Co., Ltd.
1901A, 19/F, NEO, 123 Hoi Bun Road, Kwun Tong, Kowloon, Hong Kong

Any **Claim** or **Investigation** arising from a circumstance notified to **Us** shall be deemed to have been first made during the **Policy Period** in which the notice of such circumstance was first received by **Us**.

6.2. Assistance with Claims

The **Insured** shall give all such assistance as **We** may reasonably require and in particular:

1. provide **Us** with all supporting information **We** may reasonably require;
2. act so far as reasonably practicable to minimise any **Loss**;
3. abstain from doing anything that may potentially prejudice **Our** position or **Our** potential rights of recovery;
4. not settle any **Claim**, or make admissions of liability, without **Our** prior written consent.

We shall not be liable to indemnify the **Insured** in respect of any admission made or settlement reached or obligation assumed unless **Our** prior written consent to the same was first obtained.

6.3. Legal Representation and Settlement

Under this **Policy**, it is the **Insured's** duty to defend and appoint legal representation for **Claims** and **Investigations**. Nevertheless, **We** reserve **Our** rights to associate with the **Insured** in the defence and running of the same. Where any **Claim** or **Investigation** involves more than one **Insured Person**, and **We** are reasonably satisfied of the potential for conflict, **We** agree to the appointment of separate legal representatives for each party.

6.4. Allocation

We will only be liable for **Loss** under this **Policy** to the extent the same arises from a covered **Claim** or **Investigation**. If a **Claim** or **Investigation** involves both covered and uncovered matters or persons, then both **We** and the **Insured** shall use commercially reasonable efforts to determine a fair and equitable allocation of **Loss**, based on established judicial allocation principles which take into account the legal and financial exposures, and the relative benefits obtained by the relevant parties.

If neither **We** nor the **Insured** can agree on allocation in accordance with this Claims Condition then the issue will be referred for determination by a suitably qualified senior counsel, whose decision shall be final and binding on all parties. The senior counsel will be mutually agreed upon or, in default of agreement, will be nominated by the acting President of the Bar Association of the jurisdiction in which this **Policy** was underwritten. The senior counsel is to determine the fair and equitable allocation as an expert based on the relative legal and financial exposures attributable to covered and uncovered matters and/or parties. The **Insured** and/or **Us** shall be entitled to make written submissions to the senior counsel. The senior counsel is to take account of the parties' submissions but is not to be fettered by such submissions and is to determine the fair and equitable allocation in accordance with their own judgment and opinion. The senior counsel's expenses in providing such determination will be paid by **Us** and any such payments will not erode the **Limit of Liability**.

Pending senior counsel's determination, **We** will meet the **Loss** on an interim basis at the percentage at which **We**, in our discretion, contend it should be fairly and equitably allocated. After the allocation has been determined or agreed, such allocation will be applied retrospectively.

6.5. Order of Payments

Loss payable under this **Policy** will normally be considered and paid in the order it is presented to **Us** for payment unless **Loss** in the aggregate exceeds the remaining **Limit of Liability**. In this instance, payment will be made in the following order:

1. **Loss** for which the **Insured Person** is not indemnified by the **Incorporated Owners**;
2. **Loss** for which coverage is provided elsewhere under the **Policy** (up to the remaining amount of any **Limit of Liability**).

6.6. Notification of Direct Financial Loss

As a condition precedent to **Our** obligations under this **Policy**, the **Insured** shall provide **Us** with written notice of any **Direct Financial Loss** within the **Policy Period**, and in any event no later than 60 days after such **Direct Financial Loss** was first **Discovered**.

The **Insured** shall participate with **Us** in all matters pertaining to the **Direct Financial Loss**, providing **Us** with and bearing the associated costs of providing:

1. any affirmative proof of the **Direct Financial Loss** within 6 months of the same being **Discovered**; and
2. all requested information and documents pertaining to the **Direct Financial Loss**.

6.7. Aggregation

For the purposes of all Coverage Sections of this **Policy** except the Crime Coverage Section, all **Claims** and **Investigations** caused by, arising out of, based upon, attributable to or in respect of a single act, error or omission, or series of acts, errors or omissions, consequent upon or attributable to one source or original cause shall be considered a single **Claim** and shall attract one **Excess**.

For the purposes of the Crime Coverage Section, all **Direct Financial Loss** caused by, arising out of, based upon, attributable to multiple related **Dishonest Acts**, or multiple **Dishonest Acts** which are part of a series of conduct not

entirely unconnected and different, shall constitute a single **Loss** and shall attract one **Excess**.

6.8. Subrogation

In the event **We** make any payment for **Loss** under this **Policy**, **We** shall be entitled to assume any of the **Insured's** rights to the extent of such payment. The **Insured** will, at their own cost, provide all reasonable assistance to **Us** in exercising **Our** subrogation rights and will do nothing to prejudice such rights. This may include providing and signing statements and other documents and the giving of evidence.

Where a successful recovery is made, proceeds will be applied in the following order:

1. to satisfy costs incurred in effecting this recovery;
2. to the **Insured** for the **Loss** incurred in excess of the **Policy** Limit and any other valid excess insurance policy;
3. to **Us** for any amounts paid under the **Policy** (and similarly for other excess insurers); and
4. to the **Insured** for payment of the **Excess**.

SECTION 7 - POLICY CONDITIONS

7.1. Limit of Liability

The aggregate **Limit of Liability** stated in the Schedule applies to all sections of this **Policy**. **We** shall have no liability in excess of the **Limit of Liability** regardless of the number of **Insureds**, or the number of **Claims** made or **Investigations** commenced during the **Policy Period** or **Discovery Period**, or the number of **Dishonest Acts** first **Discovered** during the **Policy Period**, except where cover is expressly stated as being in addition to the **Limit of Liability**. Any sub-limit is part of and not in addition to the **Limit of Liability**.

Any sub-limit specified in this **Policy** shall be **Our** maximum aggregate liability under each sub-limit, regardless of the number of **Insureds**, or the number of **Claims** made or **Investigations** commenced during the **Policy Period** or **Discovery Period**, or the number of **Dishonest Acts** first **Discovered** during the **Policy Period**. Unless expressly stated otherwise, any sub-limit shall be part of and not in addition to the **Limit of Liability** specified in the Schedule.

7.2. Excess

1. **Our** liability under this **Policy** will only apply to **Loss** which exceeds the applicable **Excess**.
2. Unless otherwise specified, the **Excess** shall be borne by the **Insured** and **We** shall have no obligation to pay any amount within such **Excess**.
3. If more than one **Excess** is applicable to a **Claim** or **Investigation** arising out of a single act, error or omission or series of acts, errors or omissions consequent upon or attributable to one source or original cause, so as to be considered a single **Claim**, only one **Excess** shall apply, being the higher amount.
4. If more than one **Excess** is applicable to a **Direct Financial Loss** caused by, arising out of, based upon, or attributable to multiple related **Dishonest Acts**, or **Dishonest Acts** which are part of a series of conduct not entirely unconnected and different, so as to be considered a single **Direct Financial Loss**, only one **Excess** shall apply.
5. Unless otherwise specified, any **Excess** payable is inclusive of **Loss**.
6. Unless otherwise specified, costs and expenses incurred by **Us** in determining coverage under the **Policy** will not erode the **Limit of Liability** or the **Excess** and will be met by **Us**.

7.3. Preservation of Right to Indemnity

Where the **Incorporated Owners** is legally permitted or required to indemnify an **Insured Person** in relation to a **Claim** or **Investigation** but is unwilling to do so, **We** will pay any **Loss** on behalf of the **Insured Person** which falls within the applicable **Excess** and the applicable **Excess** will be due and payable by the **Incorporated Owners** to **Us**.

7.4. Severability, Non-Imputation and Non-Avoidance

Except as provided under the Crime Coverage Section of this **Policy**, which includes reference to the definition of **Discovered**:

We agree not to rescind or avoid this **Policy** in whole or part on the grounds of innocent or negligent non-disclosure, or innocent or negligent misrepresentation.

For the purpose of determining the cover available under this **Policy**:

1. the **Proposal** shall be construed as a separate proposal by each **Insured Person** and with respect to statements and particulars in the **Proposal**, no statements made or information possessed by any **Insured** shall be imputed to any **Insured Person** to determine whether cover is available for such **Insured Person**; and
2. the **Incorporated Owners** will only be deemed to have imputed knowledge of any particular fact, matter or conduct of which any past or present chairman of the board, chief executive officer, chief operating officer or chief financial officer of the **Incorporated Owners** had knowledge.

7.5. Territory

Unless otherwise stated, cover shall apply to any **Claim** made, **Investigation** commenced, and **Wrongful Act** or **Dishonest Act** committed worldwide.

7.6. Retroactive Date

This **Policy** will not cover **Loss** arising out of any **Wrongful Act** of any **Insured** that occurred, or is alleged to have occurred, prior to the **Retroactive Date**.

7.7. Other Insurance

This **Policy** shall always apply excess over any other valid and collectible insurance available to the **Insured** (including without limitation any policy specified in an endorsement to this **Policy**). The **Insured** must advise **Us** of any existing insurance policies at the time of making a **Claim** under the **Policy** and provide details of the same.

7.8. Material Changes in Risk

We shall not be liable for **Loss** arising out of, based upon or attributable to any act, error or omission on or after the effective date of any **Transaction** which takes place during the **Policy Period**.

If the **Insured** decides to make a public offering during the **Policy Period** of its **Securities** in any jurisdiction, the **Insured** must provide **Us** with a prospectus and/or offering statement. **We** will subsequently be entitled to amend the terms and conditions of the **Policy** or charge additional premium to reflect **Our** increased exposure.

7.9. Sanction Limitation and Exclusion

This **Policy** shall not be deemed to provide cover and **We** 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 **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America, The People's Republic of China/ Hong Kong SAR or any jurisdiction or regulation or specific national law applicable to us or our reinsurers panel.

7.10. Cancellation

The **Incorporated Owners** has the right to cancel this **Policy** at any time by written request to **Us**. Upon receipt of such request, **We** will retain a short period premium calculated on **Our** short term rates for the time it has been on risk and the **Incorporated Owners** will receive a refund of any balance of the premium actually paid.

If a **Claim** and/or circumstance, or a **Dishonest Act** has been notified to **Us** under this **Policy**, **We** will be entitled to retain the entire premium and no refund of the premium will be made. If the **Incorporated Owners** subsequently withdraws such notification then the **Policy** may be cancelled and **We** will refund any balance of the premium actually paid.

7.11. Premium Payment Warranty

The **Insured** must pay the agreed premium to Us no later than 60 days after the inception date of the **Policy Period** as specified in the Schedule or such other time as We may agree in writing. If the **Insured** fails to pay the premium by the due date, then **We** are entitled to cancel this **Policy**.

7.12. Several Liability

The subscribing insurers' obligations under all contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

7.13. Assignment

The **Insured** must not assign any rights under the **Policy** without **Our** prior written consent.

7.14. Confidentiality

The **Insured** shall make all reasonable efforts not to disclose the existence of this **Policy** to any person, except to professional advisers or as required by law or court order and shall only state within the **Incorporated Owners'** annual report that the **Incorporated Owners** has agreed, or otherwise, to pay a premium for this **Policy** but shall not publish: the nature of the liability covered by this policy, **Our** name, the **Limit of Liability** or the premium paid for this **Policy**.

7.15. Currency

Any references to payments under this **Policy** shall be deemed as expressed and payable in the currency stated to in the Schedule. Where any payment is made into an admitted foreign jurisdiction, such payment must be made and denominated in the currency referred to in the Schedule at the appropriate cash date for purchase of the currency using a currency conversion website selected by **Us** at 4:00pm on the date when foreign payment becomes due.

7.16. Exclusion of Rights under Contracts (Rights of Third Parties) Ordinance

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

7.17. Applicable Law

The **Policy** is governed by the laws of Hong Kong.

7.18. Dispute Resolution

In the event of a dispute arising out of this **Policy**, the parties will seek to settle the same through mediation in good faith in accordance with the rules to be agreed by the parties; and in the absence of such agreement, such dispute shall be referred to the Hong Kong International Arbitration Centre (HKIAC) for mediation in accordance with its prevailing mediation procedures.

If mediation is unsuccessful, any dispute arising out of or relating to this **Policy** shall be referred to and finally resolved by arbitration administered by the HKIAC in accordance with the HKIAC Administered Arbitration Rules in force when the notice of Arbitration is submitted.

Further:

1. the law of this arbitration agreement shall be Hong Kong law;
2. the seat of the arbitration shall be Hong Kong;
3. the Tribunal shall consist of three arbitrators; and
4. the language of the arbitration shall be in English.

7.19. Basis of Valuation

With respect to any **Direct Financial Loss** covered under this **Policy**, **We** are not liable for more than:

1. the actual market value of **Securities, Money** or precious metals at the close of business on the date on which the **Direct Financial Loss** was first **Discovered** (as determined by the value published in the Asian Wall Street Journal) or the cost of replacing the same, whichever is less;

2. the actual cash value of other tangible property not referred to in (1) above at the close of business on the date on which the **Direct Financial Loss** was first **Discovered** or the cost of replacing the same, whichever is less;
3. the cost of blank books, pages or other materials plus the costs of labour and computer time for the actual transcription of copying data furnished by the **Insured** in order to reproduce books of account and other records; and
4. the cost of labour for the actual transcription or copying of electronic data furnished by the **Insured** to reproduce such electronic data.

7.20. Interpretation

All headings are provided for convenience only, and are subsequently not defined terms under the **Policy**, and should not be interpreted as such.

In the **Policy**:

1. the singular includes the plural and the masculine includes the feminine;
2. the headings are descriptive only; and
3. in the event any part of the **Policy** is found to be invalid or unenforceable, the remainder will remain in full force and effect.

7.21. Duty of Disclosure

Before the **Insured** enters into a contract of general insurance with **Us**, the **Insured** has a duty to disclose to **Us** every matter that they know, or could reasonably be expected to know, that is relevant to **Our** decision as to whether to accept the risk of the insurance and, if so, on what terms. The **Insured** has the same duty to disclose those matters to **Us** before they renew, extend, vary or reinstate a contract of general insurance. The **Insured's** duty however does not require disclosure of any matter:

1. that diminishes the risk to be undertaken by **Us**;
2. that is of common knowledge;
3. that **We** know or, in the ordinary course of **Our** business, ought to know; or
4. as to which compliance with the **Insured's** duty is waived by **Us**.

7.22. Non-Disclosure & Misrepresentations

If the **Insured** fails to comply with their duty of disclosure, **We** may be entitled to reduce **Our** liability under this **Policy** in respect of a **Claim** or may cancel or avoid this **Policy**.

SECTION 8 - DEFINITIONS

Each time one of the words or phrases listed below appears in bold, it will have the meaning attributed to it below, wherever it appears in the **Policy**.

8.1. **Associated Company**

Any company named in the **Proposal** and in which the **Incorporated Owners** directly, indirectly or through any **Subsidiary** owns more than or equal to 20% of the issued and outstanding voting shares prior to or at inception of the **Policy Period**.

8.2. **Bail Bond Costs**

The reasonable premium (not including any collateral), incurred with **Our** prior written consent, for a bond or other financial instrument to guarantee an **Insured Person's** contingent obligation for bail or equivalent in any jurisdiction required by a court in respect of any covered **Claim**.

8.3. **Benefits**

Any amount payable to a beneficiary of a **Fund** under the rules governing the **Fund**.

8.4. **Bodily Injury**

Any injury, death, illness, disease, sickness, psychological injury, emotional distress or nervous shock.

8.5. **Claim**

Any:

1. written demand for damages, compensation or specific non-pecuniary relief;
2. writ, complaint, summons, statement of claim or similar originating process commencing civil proceedings or counterclaim;
3. civil, criminal, administrative, statutory, regulatory, arbitral, administrative or other alternative dispute resolution proceedings,

first made against an **Insured** during the **Policy Period** or any applicable **Discovery Period** alleging any **Wrongful Act**.

Claim shall also include any matters or events covered under the Insuring Agreement Sections of this **Policy** and the Extensions Sections of this **Policy** (or as added and amended by an endorsement to this **Policy**), but only to the extent set out in the relevant sections.

8.6. **Incorporated Owners**

The name specified in the Schedule and any Subsidiary.

8.7. **Continuity Date**

The applicable date specified in the Schedule.

8.8. **Incorporated Owners Breach**

Any actual or alleged act, error or omission of **Incorporated Owners**, except any **Employment Practices Breach**.

8.9. **Credit Arrangement**

Any credit arrangement, extension of credit, loan or transaction in the nature of a loan, lease or rental agreement, invoice, account agreement or other evidence of debt.

8.10. **Crisis Costs**

The reasonable and necessary fees, costs and expenses incurred by an **Insured**, with **Our** prior written consent, for an external crisis management firm retained by the **Insured** to respond to a **Crisis Event** within the first 30 days after the event.

8.11. **Crisis Event**

Any of the following unforeseen events occurring during the **Policy Period** where, in the reasonable opinion of the chief executive officer of the **Incorporated Owners**, the event has the potential to make a material impact on the consolidated annual revenues or the reputation of the **Incorporated Owners** if left unmanaged:

1. the sudden, unexpected death or disability of any **Director** or **Officer**;
2. the criminal conviction of any **Director** or **Officer**;
3. loss of a major customer, contract or credit facility;
4. **Employee** workplace violence;
5. the first apparent unauthorised intrusion into any **Incorporated Owners**' computer facilities;
6. a recall or boycott of any product;
7. a man-made disaster; and/or
8. any criminal or fraud investigation.

Crisis Event does not include an event that affects the **Incorporated Owners**' industry in general, rather than the **Incorporated Owners** specifically.

8.12. **Defence Costs**

The reasonable and necessary fees, costs and expenses incurred by an **Insured**, with **Our** prior written consent, in the investigation, defence or settlement of any **Claim**.

Defence Costs shall not include the **Incorporated Owners's** management costs or any remuneration, overtime, wages, salaries or fees of any **Insured Person** or **Employee**, or the costs of their time or the costs or overheads of the **Incorporated Owners**.

8.13. **Direct Financial Loss**

Any direct financial loss of the **Incorporated Owners** caused by the loss of **Money**, **Securities** or other tangible property owned by or in the care, custody or control of the **Incorporated Owners** and for which it has legal liability.

Direct Financial Loss does not include wages, salaries or other remuneration or benefits paid by the **Incorporated Owners** to its **Directors**, **Officers** and **Employees** or any amount excluded by the Exclusions applicable to the Crime Coverage Section of this **Policy**.

8.14. **Director**

Any natural person who was, is or becomes during the **Policy Period** a director of the **Incorporated Owners**, including a de facto or shadow director.

8.15. **Disclosure Document**

Any prospectus, information memorandum, registration statement or other similar document whether or not it has been or is required to be filed or registered with the HKEX or any other similar authority in any other jurisdiction.

8.16. **Discovery/Discovered**

When any **Director** or **Officer** (not in collusion with an **Employee** allegedly committing a **Dishonest Act**) becomes aware of facts that would cause a reasonable person to assume a **Direct Financial Loss** which may be covered under this **Policy** has been or may be incurred, even if the precise quantum and amount remains unknown.

Such **Discovery** constitutes **Discovery** by every **Insured**.

8.17. **Discovery Period**

The period of time stipulated in the Discovery Period Extension, as requested by the **Insured**, immediately following the expiry of the **Policy Period** during which the **Insured** may give **Us** written notice of a **Claim** first made or **Investigation** first commenced during the **Discovery Period** in respect of an actual or alleged **Wrongful Act** occurring prior to the end of the **Policy Period**.

8.18. **Dishonest Act**

Any act of fraud or dishonesty committed by a member of **Incorporated Owners** (acting alone or in collusion with others) to obtain a personal financial gain for themselves or for any other individual or organisation intended by that member to receive such gain or with the principal intent to cause the **Incorporated Owners** to sustain **Direct Financial Loss**.

8.19. **Employee**

Any natural person employed on a full-time, part-time or casual basis as a past, present or future employee of the **Incorporated Owners**, but not including independent contractors.

8.20. **Employment Related Benefits**

Any of, but not limited to, the following:

1. non-monetary benefits, including but not limited to: travel allowance, the allocation of a company car, mobile/landline telephones, medical/life insurance expenses, equipment allowances and education/training allowances;
2. stock, shares, stock options, share options or any entitlement or right under any employee plan of any description;

3. participation in any stock, share option or share option plan, or participation in any employee plan or any description;
4. severance or redundancy payments or entitlements;
5. any benefit, payment or entitlement of any kind in respect of paid or unpaid leave;
6. bonus or incentive payments, or any entitlement or right under a bonus or incentive plan (not including any payments, entitlements or rights under a commission scheme); and
7. payments or contributions in respect of any provident, benefit, superannuation, pension or retirement fund, or any other account, fund, scheme or plan intended to provide benefits, in whole or in part, at retirement or a particular age, or on the happening of a particular event.

8.21. **Employment Practices Breach**

Any actual or alleged:

1. wrongful or unfair or constructive dismissal;
2. termination or discharge of employment (including breach of a written or implied contract);
3. wrongful failure to employ or promote;
4. wrongful deprivation of career opportunity or demotion;
5. negligent employee evaluation;
6. failure to grant tenure;
7. employment-related misrepresentation, humiliation, retaliation, harassment, discrimination, defamation or invasion of privacy,

committed against an **Employee** in respect of that person's past, present or prospective employment with the **Incorporated Owners**.

8.22. **Excess**

The sum(s) specified as such in the Schedule.

8.23. **Extradition Costs**

The reasonable and necessary fees, costs and expenses incurred by or on behalf of an **Insured Person**, with **Our** prior written approval:

1. in defending, challenging and/or resisting a **Claim** first made against an **Insured Person** during the **Policy Period**, in their capacity as such, seeking that **Insured Person's** extradition (including any appeal from such **Claim**); and
2. in engaging: (i) an accredited counsellor; (ii) an accredited tax advisor; and/or (iii) a public relations firm or consultant in connection with an extradition proceeding.

Extradition Costs shall not include any remuneration, overtime, wages, salaries or fees of any **Insured Person** or **Employee**, or the costs of their time or the costs or overheads of the **Incorporated Owners**.

8.24. **Fund**

Any fund established for any **Employee's** benefit, relating to the Occupational Retirement Scheme Ordinance or Mandatory Provident Fund Schemes Ordinance (but excluding any industry or master mandatory provident funds).

8.25. **Industrial Instrument**

1. an award, collective or individual agreement, minimum wage order or any other instrument made or authorised under statute; or
2. any other collective agreement

which regulates the terms and conditions of employment.

8.26. **Insured**

Each **Insured Person**, the **Incorporated Owners** or both.

8.27. **Insured Person**

1. Any past, present or future **Director, Officer or Employee** acting in a managerial function, of the **Incorporated Owners**, or a natural person whom, by virtue of any applicable law is deemed to be a **Director or Officer** of the **Incorporated Owners**;
2. Any natural person who was, is or may become an **Outside Entity Director**;
3. An **Employee** of the **Incorporated Owners** only whilst acting in their capacity as a committee member convened by the **Incorporated Owners** and at the **Incorporated Owners** specific request, where the Committee has the specific purpose of advising the board of directors of the **Incorporated Owners**, and only in relation to **Wrongful Acts** committed in the course of the **Employee's** performance of their duties on behalf of the committee.
4. Only in respect of a **Wrongful Act** committed by an **Insured Person**, the estate, heirs, legal representatives or assigns of any deceased or mentally incompetent, bankrupt or insolvent **Insured Person** in (1) above;
5. Only in respect of a **Wrongful Act** committed by an **Insured Person**, a legal spouse, de facto spouse or domestic partner of an **Insured Person** in (1) above;

Insured Person does not include: (i) a person administering a compromise or scheme of arrangement for the **Incorporated Owners** or
(ii) a company or other corporate body; (iii) property management company

8.28. **Investigation**

Any examination, inquiry, hearing or formal criminal, administrative or regulatory investigation of the **Incorporated Owners**, or of an **Insured Person** in their capacity as such, commenced by an **Official Body** and:

1. identifying an **Insured Person** in writing; and
2. at which the attendance of such **Insured Person** is first required during the **Policy Period** or any applicable **Discovery Period**.

8.29. **Investigation Costs**

The reasonable and necessary fees, costs and expenses incurred by or on behalf of an **Insured Person**, with **Our** prior written consent, for the principal purpose of preparing for, responding to, or attending an **Investigation**.

Investigation Costs shall not include any remuneration overtime, wages, salaries or fees of any **Insured Person** or **Employee**, or the costs of their time or the costs or overheads of the **Incorporated Owners**.

8.30. **Limit of Liability**

The sum(s) specified as such in the Schedule.

8.31. **Loss**

For the purposes of all Coverage Sections other than the Crime Coverage Section, sums which any **Insured Person** or the **Incorporated Owners** is legally liable to pay resulting from a **Claim** or **Investigation**, including:

1. any damages awards, including punitive and exemplary damages and claimant's costs;
2. any settlement concluded with **Our** prior written consent;
3. all costs and expenses payable under this **Policy**, and for which cover is expressly intended under this **Policy**, including: **Bail Bond Costs, Crisis Costs, Defence Costs, Extradition Costs, Investigation Costs** and **Public Relation Expenses**.
4. pre- and post-judgment interest on covered judgments and awards;
5. any additional sums for which cover is expressly extended under this **Policy**.

For the purposes of the Crime Coverage Section, **Loss** means only **Direct Financial Loss**.

For the purposes of all Coverage Sections, **Loss** shall not include any:

1. fines or penalties (whether civil or criminal) imposed by law;
2. taxes;
3. remuneration overtime, wages, salaries or fees of any **Insured Person** or **Employee**, or the costs of their time or the costs or overheads of the **Incorporated Owners**;
4. liquidated damages;
5. multiplied proportion of any multiple damages award;
6. amount which is uninsurable under the law by which this **Policy** is governed or any applicable law pursuant to which the **Loss** is incurred; or
7. costs and expenses related to uncovered matters.

Additionally, for the purposes of the Employment Practices Liability Coverage Section, **Loss** shall not include any:

1. remuneration for services rendered;
2. compensation payable in respect of contractual or statutory notice periods;
3. amounts payable in respect of a specified contractual obligation, except to the extent such obligation would have attached in the absence of such contract;
4. **Benefits**;
5. **Employment Related Benefits**;
6. liability or costs incurred to modify any building or property, or to provide any service, in order to make the building or property or any service more accessible or accommodating for any disabled person; or
7. liability or costs incurred in connection with any educational, sensitivity or other corporate programme, policy or seminar relating to any **Employment Practices Breach** or the costs of reinstatement of any **Employee**.

8.32. **Money**

Any local or foreign currency, bank notes, coins, cheques, travellers cheques, registered cheques, postal orders, money orders and bullion.

8.33. **Officer**

Any company secretary, **Employee** or general counsel who takes part in or becomes concerned in the general management of the **Incorporated Owners**, regardless of the official name given to their role.

8.34. **Official Body**

Any government body, government agency, government department, regulator, disciplinary body, criminal authority or other body legally empowered to investigate the affairs of the **Incorporated Owners** or an **Insured Person** in their insured capacity.

8.35. **Outside Entity**

Any entity other than the **Incorporated Owners** or any company which is a tax-exempt non-profit organisation, a tax exempt trade association or a registered charity. This definition does not include an entity that:

1. is a **Subsidiary**;
2. is incorporated or domiciled in the United States of America or Canada or their territories or possessions;
3. is a financial institution or financial services company; or
4. has its **Securities** listed or traded on any **Securities** exchange.

8.36. **Outside Entity Director**

A natural person who was is or during the Policy Period becomes, and at the specific request of any **Incorporated Owners** serves, as a director, officer, trustee, governor or equivalent of an Outside Entity.

8.37. **Policy Period**

The period specified as such in the Schedule.

8.38. **Pollutant**

Any solid, liquid, gaseous, biological, radiological or thermal irritant, toxic or hazardous substance, or contaminant, including, but not limited to, asbestos, lead, smoke, vapour, dust, fibres, mould, spores, fungi, germs, soot, fumes, acids, alkalis, chemicals and waste.

8.39. **Pollution Event**

Any actual, alleged or threatened discharge, dispersal, release or escape of a **Pollutant**; or any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise **Pollutants**, nuclear material or nuclear waste.

8.40. **Proposal**

The proposal form, submission and any other supporting documentation and attachments provided to **Us** in the application for this **Policy**.

8.41. **Public Relations Expenses**

The reasonable and necessary fees, costs and expenses of a public relations firm or consultant, incurred with **Our** prior written consent, to prevent or limit the adverse effects or negative publicity in respect of a covered **Claim** or **Investigation** or **Crisis Event**.

8.42. **Retired Insured Person**

Any **Insured Person** who has retired from all employment or office with the **Incorporated Owners** prior to the expiry of the **Policy Period** or any **Discovery Period**.

8.43. **Retroactive Date**

The date specified as such in the Schedule.

8.44. **Securities**

For the purposes of every Section other than the Crime Coverage Section of this **Policy**, any shares, preference shares, stocks, debentures, warrants, options, bonds, promissory notes or other equity or debt security.

For the purposes only of the Crime Coverage Section of this **Policy**, any negotiable or non- negotiable instruments or contracts representing money or other property, but excluding **Money**.

8.45. **Subsidiary**

Any legal entity:

1. in which the **Incorporated Owners** holds or controls more than 50% of the outstanding securities or voting rights; or
2. that ceases to be a **Subsidiary** of the **Incorporated Owners** during or prior to the commencement of the **Policy Period**, provided that cover will only apply in respect of a **Wrongful Act** that occurred whilst the entity was a **Subsidiary** of the **Incorporated Owners**; or
3. created or acquired by the **Incorporated Owners** during the **Policy Period**.

8.46. **Terrorism**

Any act, including but not limited to the threat or use of force or violence conducted by any person or group in connection with any political, religious, ideological or similar purpose including the intention to influence any government or put any part of the public in fear.

8.47. **Transaction**

The occurrence of any of the following:

1. the **Incorporated Owners** merges into or consolidates with, sells all or a controlling interest of its assets to another organisation such that the **Incorporated Owners** becomes a subsidiary of the other organisation;
2. another organisation acquires the business or assets of the **Incorporated Owners**;
3. another organisation or person or group of organisations or persons acting in concert, acquiring control of the composition of the **Incorporated Owners'** board, being in a position to cast, or control more than 50% of the rights to votes that might be cast

at a general meeting of the **Incorporated Owners** or can control the appointment of directors who are able to exercise a majority of votes at **Incorporated Owners** board meetings;

4. the insolvency of the **Incorporated Owners**; or
5. the appointment of any administrator, liquidator, receiver, receiver manager or court appointed manager to the **Incorporated Owners**.

8.48. **We, Our or Us / Insurer**

China Ping An Insurance (Hong Kong) Co., Ltd.

8.49. **Wrongful Act**

1. For the purposes of the Director and Officer Liability Coverage Section of this **Policy**, any:
 - a) breach of duty, breach of fiduciary duty or breach of trust;
 - b) act, error or omission;
 - c) misstatement or misleading statement,actually or allegedly committed or attempted by an **Insured Person** in their insured capacity as such.
2. For the purposes of the Incorporated Owners Liability Coverage Section of this **Policy**, any **Incorporated Owners Breach**.
3. For the purposes of the Crime Coverage Section of this **Policy**, any **Dishonest Act**

Privacy Policy and Personal Information Collection Statement (“PICS”)

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

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

1. PURPOSES FOR COLLECTING PERSONAL DATA

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

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

2. TRANSFER OF PERSONAL DATA

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

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

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

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

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

3. USE OF PERSONAL DATA IN DIRECT MARKETING

The Company intends to:

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

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

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

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

4. ACCESS AND CORRECTION OF PERSONAL DATA

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

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

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

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

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

私隱政策及收集個人資料聲明(「本聲明」)

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

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

1. 個人資料收集目的

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

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

2. 個人資料的轉移

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

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

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

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

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

3. 在直接促銷中使用個人資料

本公司有意:

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

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

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

4. 個人資料的查閱及更正權利

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

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

根據條例,本公司有權就辦理任何查閱資料要求收取合理費用。

本公司保留修改本聲明的權利而不另行通知。

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