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# Shop Policy

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Here is your new insurance Policy. Please examine it together with the Schedule, to make sure that you have the protection you need.

It is important that the Policy, the Schedule and any amendments are read together to avoid misunderstandings.

Almost certainly your needs will change. If they do, please let us know - your Policy is designed for easy amendment or extension.

## How Your Insurance Operates

Your Shop Policy is a contract between us, the Company, and you, our Insured named in the Schedule. The application form, declaration and information given are the basis of this contract.

In consideration of your paying to us the required Premium, we agree to indemnify you in the manner and to the extent provided for in the respective Sections specified in the Schedule, in respect of events occurring during the Period of Insurance, or any subsequent period for which you pay and we accept the required Premium.

It is also agreed that the only business insured by this Policy is the Business at the **Premises** described in the Schedule.

## Our Promise of Service

We wish to provide you with a high standard of service and to meet any claims covered by this Policy honestly, fairly and promptly. Should you have any reason to believe that we have not done so, please contact your broker or agent. If you do not use the services of a professional intermediary please contact, preferably in writing, our Business Manager. He has wide authority and will be ready to help you with your problems.

## A Guide to your Shop Policy

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

## Definition of Words

Certain words have been defined below and in some Sections of this Policy. These have the same meaning wherever they are used in the Policy or Schedule and are highlighted in the Policy by being shown in bold print, e.g. **Premises, Contents, Money**, etc.

## Definitions

**Premises** means: -

The buildings of your shop (but which may also be used partly as private dwellings) located at the Situation shown in the Schedule, and which are constructed of concrete, brick or stone, and roofed with concrete, asphalt, tiles, slates, metal or sheets or slabs composed entirely of incombustible mineral ingredients, unless specially mentioned in the Schedule.

**Contents** means: -

Property at the **Premises**, consisting of:

- a) all shop contents, fixtures and fittings, deeds, documents, cables, pipes and signs and all other contents belonging to you or for which you are responsible,
- b) landlord's fixtures and fittings for which you are responsible, and tenants' improvements,
- c) your personal effects and those of any of your directors, partners or employees,
- d) sanitaryware,

but excluding **Stock, Money**, securities or other negotiable documents, travel tickets, jewellery, watches, furs, precious metals or precious stones or articles composed of any of them, or property more specifically insured, unless specially mentioned in the Schedule.

**Stock** means: -

Stock in trade belonging to you or for which you are responsible, whilst at the **Premises**.

**Money** means: -

Cash, bank and currency notes, cheques, postal orders, money orders, crossed bankers' drafts, current postage stamps, unexpired units in franking machines and credit sales vouchers, all belonging to you or for which you are responsible.

## General Conditions (which apply to the whole Policy)

The conditions which appear in the Policy or in any Endorsement are part of the contract and must be complied with. They are where their nature permits conditions precedent to the right to recover from us.

1. The Policy shall be voidable in the event of misrepresentation, misdescription or nondisclosure of any material fact.
2. You must take all reasonable steps to safeguard against accident, injury, illness, disease, loss or damage, including in particular:
  - the selection and supervision of employees,
  - the securing of all doors, windows and other means of entrance,
  - the prevention of bodily injury and loss of or damage to the property, and the sale or supply of food, drink, goods or containers which are defective in any way,
  - complying with all statutory obligations.
3. You must notify us immediately if:
  - any change is made in your Business, **Premises**, or their occupancy, or the duties of **Insured Persons** whereby the risk of loss, damage or accident is increased,
  - your **Premises** are unoccupied for more than 30 consecutive days,
  - your interest ceases (unless the cessation is brought about by will or operation of law), or your Business is wound up, carried on by a liquidator or receiver, or is permanently discontinued.
4. Prior to the commencement of the Period of Insurance, the Insured shall provide the Company with record of past wageroll certified as

being correct by the appropriate officer of Your Company. Such certified wageroll shall be referred to herein as "the Estimated Earning Declaration" on the basis of which a deposit premium becomes payable to the Company. You must keep an accurate record containing all relevant particulars relating to the Estimated Earning and wageroll as mentioned, and allow us to inspect such records.

## 5. Premium Adjustment Clause

The Insured shall within ninety (90) days after the expiry of the Period of Insurance or upon cancellation of the 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.

6. You may cancel this Policy at any time by letter. We may cancel your Policy or any section by sending seven days' notice by recorded delivery letter or registered letter to your last known address. Any return of premium will depend on how long the Policy has been in force and whether any claims have been made, and the premium may also be subject to adjustment as described in General Condition 5 above.

## 7. Other Insurance (Not applicable to Section 6 - Personal Accident)

If at the time any claim arises under this Policy there be any other insurance indemnifying any Insured who is entitled to be indemnified under this Policy, this Policy is not to be called on in contribution and, subject to the Policy Limit of Liability, is only to pay any amount under this Policy if and so far as such amount is not covered by any indemnity under other insurance.

## 8. Jurisdiction Clause

The indemnity provided by this Policy shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Hong Kong, nor to orders obtained in the said Court for the enforcement of judgments made outside Hong Kong, whether by way of reciprocal agreements or otherwise.

## Claims Conditions (which apply to the whole Policy)

We will act in good faith in all our dealings with you. Equally, the payment of claims is dependent on:

### A. You observing the following:

1. Notifying us immediately if any event occurs which may give rise to a claim under this Policy. You must not make any admission of liability, or any offer, promise or payment without our written consent.
2. Reporting in writing to us as soon as reasonably possible, full details of any incident which may result in a claim under this Policy, and taking all reasonable action to minimise any loss or damage, or any interruption or interference with the Business.
3. Forwarding to us immediately upon receipt, every writ, summons, legal process or other communication in connection with the claim.
4. Notifying us immediately if you have knowledge of any impending prosecution, inquest or fatal accident inquiry in connection with any occurrence which may give rise to a claim.
5. Giving all necessary information and assistance that we may require, including written details of the claim you wish to make, the latest wageroll of all employees duly certified as being correct by an independent auditor and all relevant supporting documents, at your expense or at the expense of any claimant in the form and nature required.
6. Not abandoning any property to us.

7. Notifying the police as soon as reasonably possible of:
  - any insured property lost outside your **Premises**,
  - loss or damage caused by theft, rioters or malicious persons.
 You may also have an obligation to notify the police in certain circumstances if you are involved in a road accident.
8. You or anyone acting on your behalf not making any fraudulent, false or exaggerated claims, otherwise we shall be under no obligation to make any payment under this Policy.

## B. You recognising our rights to:

1. At our own option to repair, replace or reinstate any lost or damaged item or part thereof, or pay the amount of the loss or damage in money.
2. To take over and deal with in your name the defence or settlement of any claim made under this Policy.
3. To take proceedings in your name, but at our expense, to recover for our benefit the amount of any payment made under this Policy.
4. All differences arising out of this Policy shall be determined by arbitration in accordance with the Arbitration Ordinance as amended from time to time. If the parties fail to agree upon the choice of the arbitrator, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

Any other person entitled to claim the benefit of this Policy must also observe its terms and conditions.

## General Exceptions (which apply to the whole Policy)

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

### 1. War and Terrorism Risks Exclusion Clause

- a) 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
- b) 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
- c) any action taken in controlling, preventing, suppressing or in any way relating to a) or b) above.

It is hereby noted that the terrorism exception mentioned under 1b) above does not apply to Section 4 - Employees' Compensation. The Company may amend this provision according to market changes by giving 7 days notice to you.

### 2. Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Exclusion Clause

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d) 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
- e) any chemical, biological, bio-chemical, or electromagnetic weapon

### 3. Political Risks Exclusion Clause

- a) permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority
- b) permanent or temporary dispossession of any property resulting from the unlawful occupation or possession of such property by any person

provided that the Company is not relieved of any liability to the Insured in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy

- c) the destruction of property by order of any public authority

### 4. Sonic Bangs Exclusion Clause

pressure waves caused by aircraft or other aerial devices.

### 5. Cyber Risks Exclusion Clause

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

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

#### DEFINITION

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

### **Virus or Similar Mechanism**

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

### **Hacking**

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

If we allege that by reason of these General Exceptions, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon you.

## **Section 1 - Contents and Stock**

### **Cover**

#### **Item 1 - Contents**

In the event of accidental loss of or damage to the insured **Contents** we will pay to you the value of the property at the time of the loss or the amount of the damage, or at our option reinstate or replace such property or any part thereof.

Deductions for wear, tear and depreciation shall not be made provided that the costs have been incurred for replacement or reinstatement to a condition similar to but not better than new.

#### **Item 2 - Stock**

In the event of accidental loss of or damage to the insured **Stock** we will pay to you the value of the property at the time of the loss or the amount of the damage, or at our option reinstate or replace such property or any part thereof. The amount payable will not exceed the actual cost of its replacement.

#### **Sums Insured and the Consequences of Under-Insurance**

The Sum Insured is shown in the Schedule. This is the maximum amount for which we may be liable under this Section. Payment shall not exceed such proportion of the loss or damage as the Sum Insured bears to the value of all the property at the time of the loss or damage. Each item as shown in the Schedule is separately subject to this provision.

#### **Limits of Liability**

Our liability under this Section shall not exceed in respect of:

- |  |            |
|--|------------|
| a) any one item of equipment or machinery (unless specially mentioned in the Schedule) | HK\$75,000 |
| b) computer systems' records:  |            |
| i) any one item  | HK\$ 6,500 |
| ii) in total   | HK\$35,000 |

Cover in respect of computer systems' records is limited to the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein), and not for the value to you of the information contained therein.

- |   |   |
|---|---|
| c) any one deed, document, card, tape, file or transparency | HK\$ 4,000                                |
| d) personal effects belonging to any one person             | HK\$ 4,000                                |
| e) any one article insured under Item 2                     | HK\$15,000                                |
| f) all loss or damage during any one Period of Insurance    | the Sum Insured as stated in the Schedule |

### **Automatic Reinstatement**

In the event of loss or damage covered by this Section the Sum Insured shall be automatically reinstated from the date of notification of a claim with no additional premium charged. The Sum Insured will not be automatically reinstated for any items specifically mentioned in the Schedule which have been totally lost or destroyed. If further insurance is required for replacement items, you must advise us accordingly.

## **Extensions to Section 1**

### **This Section extends to include:**

#### **1. Temporary Removals**

- a) Loss of or damage to **Contents** other than deeds, non-negotiable documents, personal effects and sanitaryware, whilst such **Contents** are temporarily removed from the **Premises** (but still within Hong Kong) for cleaning, renovation, repair or other similar purposes, but excluding loss or damage caused by storm, typhoon or flood unless the **Contents** are inside a building,
- b) Loss of or damage to deeds and non-negotiable documents in transit within Hong Kong by registered post or in your personal custody or that of any of your directors, partners or employees, until delivered to the consignees' address within Hong Kong,

but our liability under this Extension shall not exceed in respect of:

- |   |   |
|---|---|
| i) surveying or photographic equipment (in total) | HK\$3,500   |
| ii) any one loss of documents in transit          | HK\$3,500   |
| iii) all other property                           | HK\$12,000 or 5% of the Sum Insured whichever is greater. |

#### **2. Damage to Premises**

Damage to the **Premises** for which you are responsible to repair following theft or attempted theft of **Contents** or **Stock**, involving forcible and violent means of entry into or exit from the **Premises**.

#### **3. Removal of Debris**

The costs of removing debris of the **Contents** or **Stock** following loss or damage insured by this Section, incurred with the consent of the Company, for an amount not exceeding 5% of the respective Sum Insured provided that our liability under this Section shall not exceed the total Sum Insured for this Section (1).

#### **4. Stock In Transit**

Loss of or damage to **Stock** whilst such **Stock** is in the ordinary course of transit within Hong Kong, but excluding loss of or damage to **Stock** from an unattended vehicle, from overnight storage or left in the open. Our liability under this extension shall not exceed HK\$50,000 in respect of each and every loss or damage.

#### **5. Advertising signs, neon signs and signboard**

Loss of or damage to advertising signs, neon signs and signboards affixed to the interior and/or exterior walls of the insured premises. Our liability under this extension shall not exceed HK\$30,000 during any one Period of Insurance.

#### **6. Seasonal Increase of Sum Insured of Stock**

The Sum Insured on Stock shall be increased by 25% in January, February and December in each Period of Insurance. Our maximum liability for this increase in Sum Insured shall not exceed HK\$1,000,000.

## **Exceptions to Section 1**

### **A) This Section does not cover:**

1. the first HK\$1,250 of each and every loss or damage, but this Exception shall not apply to loss or damage caused by fire,

lightning or explosion, or to theft involving forcible and violent entry into or exit from your **Premises**,

2. **Money**, securities or other negotiable documents, stamps, manuscripts, plans, drawings, designs, patterns, travel tickets, jewellery, watches, furs, models or moulds, precious metals or precious stones or articles composed of any of them, unless specially mentioned in the Schedule,
3. property more specifically insured under any other insurance,
4. motor vehicles or other mechanically or electrically propelled vehicles or accessories licensed for road use,
5. any curiosity or work of art for an amount exceeding HK\$5,000,
6. explosives,
7. animals or livestock,
8. loss of or damage to property undergoing construction, erection, or the imposition of abnormal conditions directly or indirectly resulting from testing, intentional overloading, or experiments,
9. loss of or damage to property being worked on and directly arising from any process of manufacture, repair, alteration or servicing,
10. the cost of normal upkeep or making good,
11. breakage of china, porcelain or other brittle articles (other than sanitaryware) unless due to fire or thieves,
12. loss of or damage to any boiler or other pressure vessel including pipes, valves and other apparatus thereof, steam turbine and/or engine occasioned by or arising from explosion, rupture, collapse, bursting, cracking, burning out or bulging thereof, provided that this Exception is limited to the aforementioned items immediately affected and does not extend to other property as a result of such explosion, rupture or bursting,
13. consequential loss of any kind,
14. any shortage arising from errors or omissions, or revealed only at the time of stocktaking or making of an inventory, and not identifiable with a specific occurrence insured by this Section,
15. any loss, damage or costs arising from false programming, punching, labelling or inserting, inadvertent cancelling of information or discarding of data carrying media, and loss of information caused by magnetic fields,
16. theft of **Stock** unless accompanied by violence to persons or threat of violence, or forcible and violent entry into or exit from the **Premises**,
17. the cost of rectifying defective materials or workmanship but this Exception shall not apply to other property insured under this Policy which is lost or damaged in consequence of such defective materials or workmanship,
18. loss of or damage to property which at the time of the happening of such loss or damage is insured by or would but for the existence of this Policy be insured by any Marine Policy or Policies except in respect of any excess beyond the amount which would have been payable under the Marine Policy or Policies had this insurance not been effected.

**B) This Section does not cover loss or damage caused by or arising from:**

19. wear, tear, depreciation, rust, corrosion, mildew, mould, fungus, wet or dry rot, gradual deterioration or slowly developing deformation or distortion, insects, larvae, moths, vermin, scratching of glass or any process of cleaning, dyeing, repairing, restoring or renovation,

20. fraud or dishonesty of any member of your household or any of your directors, partners or employees,
21. mechanical or electrical breakdown, but loss or damage by fire or explosion ensuing therefrom is not excluded,
22. change in temperature or humidity, failure or inadequate operation or any variation in temperature of an air-conditioning, cooling or heating system,
23. the failure of the supply of water, gas, electricity or fuel, or the deliberate act of the suppliers of water, gas, electricity or fuel,
24. inherent vice,
25. failure of design, fault, defect or omission in designs, plans or specifications,
26. pollution or contamination,
27. shrinkage, evaporation, loss of weight, change in flavour, colour, texture or finish, action of light, or exposure to weather conditions when property is left in the open or not contained in fully enclosed buildings,
28. total or partial cessation of work or the retarding or interruption or cessation of any process or operation caused thereby,
29. the insured property's own fermentation, natural heating or spontaneous combustion, or by its undergoing any heating or drying process.

## Section 2 - Business Interruption

### Definitions

**Damage** means: -

Loss or damage insured by Section 1 of this Policy provided that payment has been made or liability admitted thereunder.

**Indemnity Period** means: -

The period beginning with the occurrence of the **Damage** and ending not later than the **Maximum Indemnity Period** thereafter during which the **Trading Profit** of your Business is affected in consequence of the **Damage**.

**Maximum Indemnity Period** means: -

The period as stated in the Schedule.

**Trading Profit** means: -

The **Takings** less the cost of goods or materials relative thereto.

**Takings** means: -

The money paid or payable to you for goods sold and delivered and for services rendered in the course of the Business at the **Premises**.

**Rate of Trading Profit** means: -

The rate of **Trading Profit** earned } adjusted as may be necessary to  
on the **Takings** during the financial } provide for variations in or other  
year immediately before the date of } circumstances affecting the  
the **Damage** } Business, so that the adjusted  
} figures shall represent as far as  
} possible the results which but for

**Annual Takings** means: -

The **Takings** during the twelve } the **Damage** would have been  
months immediately before the date } obtained during the relative period  
of the **Damage** } after the **Damage**.

} In the event of **Damage** occurring

**Standard Takings** means: -

The **Takings** during that period in } before the expiry of the first  
the twelve months immediately } financial year of the Business, the  
before the date of the **Damage** } results of the Business to the date  
which corresponds with the } of the **Damage** shall be used as a  
**Indemnity Period**. } basis upon which to assess any  
} loss, subject otherwise to all the  
} conditions of the Policy.

## Cover

Please refer to your current Schedule to see which Item is applicable

### Item 1 - Additional Expenditure

In the event of **Damage** occurring at the **Premises** during the Period of Insurance, we will indemnify you, up to HK\$500,000, in respect of the cost of additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing interruption of or interference with the Business which but for such expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the reduction in **Trading Profit** thereby avoided.

### Item 2 - Trading Profit

In the event of your Business at the **Premises** being interrupted or interfered with as a consequence of **Damage**, we will indemnify you for the loss of **Trading Profit** due to (i) Reduction in **Takings** and (ii) Increase in Cost of Working, and the amount payable thereunder shall be:

- (i) In respect of Reduction in **Takings**: the sum produced by applying the **Rate of Trading Profit** to the amount by which the **Takings** fall short of the **Standard Takings** during the **Indemnity Period**, in consequence of the **Damage**,
- (ii) In respect of Increase in Cost of Working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Takings** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage**, but not exceeding the sum produced by applying the **Rate of Trading Profit** to the amount of the reduction thereby avoided.

### Limit of Liability under Item 2 of Section 2

Our liability shall not exceed the Sum Insured described in the Schedule, provided also:

- a) we may deduct from the amount of any claim under this Item any sum saved during the **Indemnity Period** in respect of such of the charges and expenses of the Business payable out of **Trading Profit** as may cease or be reduced in consequence of the **Damage**,
- b) if the Sum Insured by Item 2 is less than the sum produced by applying the **Rate of Trading Profit** to the **Annual Takings** (or to a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds twelve months), the amount payable shall be proportionately reduced,
- c) if during the **Indemnity Period** goods are sold or services rendered elsewhere than at the **Premises** for the benefit of the Business either by you or by others on your behalf, the money paid or payable in respect of such sales, work or services shall be brought into account in arriving at the **Takings** during the **Indemnity Period**.

### Premium Adjustment Clause

The premium paid by you may be adjusted on receipt by us of a declaration of the **Trading Profit** earned during the financial year most nearly concurrent with the Period of Insurance as certified by your auditors.

If any **Damage** has occurred giving rise to a claim for loss of **Trading Profit**, the above mentioned declaration shall be increased for the purpose of the premium adjustment by the amount by which the **Trading Profit** was reduced during the financial year in consequence of such **Damage**.

In the event of the declaration (adjusted as provided for above and proportionately increased where the **Maximum Indemnity Period** exceeds 12 months) being less than the Sum Insured on **Trading Profit** for the relative period of insurance, a pro rata return of premium, not exceeding 50% of the premium paid, will be allowed.

## Extensions to Section 2

This Section extends to include:

### a) Professional Accountants' Charges

An indemnity for the reasonable charges payable by you to your

professional accountants or auditors for producing any particulars or details or any other proof, information or evidence as may be required, and reporting that such particulars or details are in accordance with your books of account or other business books or documents, provided that the sum of the amount payable under this Extension and the amount otherwise payable under this Section shall in no case exceed the total Sum Insured for this Section.

### b) Denial of Access

Loss as insured by this Section resulting from interruption of or interference with the Business in consequence of damage to property in the vicinity of the **Premises** which prevents or hinders the use of the **Premises** or access thereto for more than 48 consecutive hours, whether the **Premises** or **Contents** be damaged or not.

## Section 3 - Money

### Definition

**Business Hours** means: -

The period during which your **Premises** is actually occupied for business purposes and during which you or any of your directors, partners or employees entrusted with **Money** are on the **Premises**.

### Cover

In the event of loss of **Money** in Hong Kong we will indemnify you against such losses subject to the following limits, provided that out of **Business Hours** the keys and combination numbers of safes and strongrooms are at all times kept in your personal custody or that of your directors, partners or employees:

1. In respect of any single loss of **Money** other than crossed cheques, crossed postal orders, crossed money orders, crossed bankers' drafts, unexpired units in franking machines and credit card sales vouchers:
  - a) In transit HK\$30,000
  - b) In bank night safes and thereafter within bank premises until at banks' risk HK\$30,000
  - c) In your shop:
    - i) during **Business Hours** HK\$30,000
    - ii) out of **Business Hours** and secured in a locked safe or strongroom HK\$20,000
    - iii) out of **Business Hours** but not secured in a locked safe or strongroom HK\$5,000
  - d) In your residence or that of your directors, partners or employees HK\$3,000
2. In respect of any single loss of **Money** consisting of crossed cheques, crossed postal orders, crossed money orders, crossed bankers' drafts, unexpired units in franking machines and credit card sales vouchers: HK\$500,000

## Extensions to Section 3

This Section extends to include:

### 1. Damage to Safes / Cash Registers

In the event of loss of or damage to:

- a) Cash registers, safes or strongrooms, or
- b) Cases, bags or waistcoats when such are used for the carriage of **Money**,

directly associated with any theft or attempted theft therefrom, then we will indemnify you against such loss or damage to the extent that you are not otherwise insured, but our liability under this Extension shall not exceed HK\$20,000 any one occurrence of loss or damage.

## 2. Cash Cheques

Loss of **Money** following violence or threat of violence to you or a director, partner or employee, forcing you/them to sign a cash cheque, for an amount not exceeding HK\$10,000.

## 3. Personal Assault

If as a result of an attempt by thieves to steal:

- a) **Money**, or
- b) **Contents** during **Business Hours**,

which are insured by this Policy, and if you and/or any of your directors, partners or employees aged between 18 and 65 years suffer bodily injury which independently of any other cause is the sole cause of death or disablement (the Results) or if their personal effects are lost or damaged, then we will pay to you or your legal personal representative in respect of each such person the Compensation shown below for such Results:

Results	Compensation
i) Death	HK\$30,000
ii) Total and permanent loss of all sight in one or both eyes	HK\$30,000
iii) Total loss by physical severance or total and permanent loss of use of one or both hands or feet	HK\$30,000
iv) Total disablement (temporary or permanent) from usual occupation	HK\$300 per week
v) Reimbursement of necessarily and reasonably incurred medical expenses up to	HK\$1,500
vi) An indemnity for personal effects up to	HK\$1,500

### Compensation Limits

1. Compensation for Result (iv) (total disablement) shall be payable:
  - a) for a period not exceeding 104 weeks from the commencement of the disablement,
  - b) when the total amount has been agreed, or at your request at intervals of not less than 4 weeks, but not in advance, commencing 4 weeks after we have received written notice of the disablement.
2. Compensation shall not be payable for:
  - a) any of the Results unless such Result occurs within 2 years of sustaining the injury causing such Result,
  - b) more than one of the Results (i), (ii) or (iii) for any one person, and when payable for one of those Results shall not be payable for any Result caused by any subsequent injury to that person.

## 4. Fidelity Guarantee

In the event of loss of **cash** belonging to you or for which you are legally responsible by the reason of dishonest or fraudulent acts of any employee(s), director(s) or partner(s) of you, we will indemnify you against such loss which shall not exceed HK\$50,000 in any one Period of Insurance, provided that:

- a) The act of dishonesty or fraud must be committed during the Period of Insurance;
- b) The loss must be discovered within 5 working days after the occurrence of the event;
- c) Discovery of any act of dishonesty or fraud must be reported to the Police within 24 hours;
- d) It is your duty to prove that the loss is a direct result of the act of dishonesty or fraud committed by your employee(s), director(s) or partner(s).

For the purposes of this extension, cash means:

- a) Hong Kong Bank Notes issued by the Note-issuing Banks authorized by the Hong Kong Government and by the Hong Kong Government;
- b) Coins in circulation issued by the Hong Kong Government.

## 5. Counterfeit Bank Note

In the event of you receiving any counterfeit Hong Kong Dollar 500 and/or Hong Kong Dollar 1,000 bank note in the course of business, we will indemnify you for the said loss of Money up to an amount of HK\$2,000 during any one Period of Insurance, provided that:

- a) The counterfeit bank notes must be received during the Period of Insurance,
- b) Discovery of the counterfeit bank note must be reported to the Police within 72 hours,
- c) A written police report confirming the receipt by you of suspected counterfeit bank note must be presented in making claim.

## 6. Increase of Limit of Indemnity of Money

The Limit of Indemnity for Money shall be increased by 25% on Sundays, other public holidays as defined under (Cap 149 Schedule) General Holidays Ordinance of the laws of Hong Kong and until noon of the following day.

## Exceptions to Section 3

**This Section does not cover:**

1. loss or damage by or through the collusion of or the fraudulent embezzlement by or the fraudulent misappropriation by you or any of your directors, partners or any person/persons in the service of you other than loss covered under Extension 4 of this Section,
2. shortages due to error or omission,
3. loss from an unattended vehicle.

## Section 4 - Employees' Compensation

**Please refer to your current Schedule to see if this Section is in force**

### Definitions

**Legislation** means: -

The Employees' Compensation Ordinance (Chapter 282 of the laws of Hong Kong).

**Geographical Area** means: -

- a) Hong Kong,
- b) Elsewhere, excluding the USA and Canada, as may be agreed with us.

**Accident** means: -

An accident or a series of accidents arising out of one event

**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 Policy.

**Noise-Induced Deafness** means: -

"Noise-Induced Deafness" has the same meaning as assigned to that expression in the Occupational Deafness (Compensation) Ordinance (Chapter 469 of the laws of Hong Kong).

**"Pneumoconiosis" and "Mesothelioma"** means: -

"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 Hong Kong).

## Cover

We will indemnify you against liability at law (including liability under the **Legislation**) to pay compensation, claimants' costs and expenses and any other costs and expenses of litigation incurred with our written consent, in the event of any person under a contract of service or apprenticeship with you sustaining bodily injury, illness, death by Accident occurring or Disease contracted during the Period of Insurance and which arises out of and in the course of their employment by you.

We will also, in the event of your death, indemnify your legal personal representatives in the terms of this Section in respect of liability incurred by you, provided that such personal representatives, as though they were the Insured, observe, fulfil and be subject to the terms, Exceptions and Conditions of this Policy in so far as they can apply.

## Special Provisions

1. In the event of any change in your liability under the **Legislation** this Section shall remain in force, but our liability shall be limited to such sums as we would have been liable to pay if your liability had remained unaltered.
2. If we are obliged by the **Legislation** to pay an amount for which we would not otherwise be liable you must repay such amount to us.

## POLICY LIMIT OF INDEMNITY

- (a) 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 including costs and expenses incurred by or on behalf of the Insured with the Company's written consent shall in the aggregate be limited to the amount specified in the Schedule as "Policy Limit of Liability" 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.
- (b) 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:
  - (i) the aggregate of the Company's indemnity to the Insured under all insurance policies including costs and expenses incurred by or on behalf of the Insured 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
  - (ii) subject to the limitation of paragraph (b)(i) hereof, the Company's indemnity to the Insured under this Policy including costs and expenses incurred by or on behalf of the Insured 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 Policy bears to the total period of his employment to the nature of which such Disease was due.
- (c) 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 (a) and (b) hereof shall apply to the aggregate of indemnity to all Insureds.
- (d) 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 Policy the Company may pay to the Insured the full amount of the Company's liability specified in paragraph (a) or (b) 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.

## (e) Claim Adjustment Clause

If there should be any shortfall in the actual Earnings declared in accordance with Premium Adjustment Clause under the General Conditions of this Policy 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.

## CLAIM CONTROL CLAUSE

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:

- (i) without prejudice to Premium Adjustment Clause under the General Conditions of this Policy, the Insured shall provide all such information and assistance including but not limited to a completed Premium Adjustment and Declaration of Earnings Form 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
- (ii) 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.

It is expressly agreed and acknowledged by the Insured that taking over or settlement of any claim by the Company under this Policy will not prejudice any of the Company's rights under this Policy including but not limited to the Company's right to reduce the extent of the Company's Indemnity proportionately by the extent of under-insurance and to seek indemnity against the Insured for the balance under Claim Adjustment Clause.

## TERRORISM CLAUSE / ENDORSEMENT

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 Policy Limit of Indemnity shall be such amount which the Company actually receives from the Government of the Hong Kong Special Administrative Region of the People's Republic of China ("the Government") pursuant to an Agreement for Provision of Facility between the Government and the Company under which the Government agreed to make available to the Company and other direct insurance companies authorized 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 of the Facility Agreement, or the Facility Agreement ceases in the event that the remaining balance under the 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 organization 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 the Policy.

## Exceptions to Section 4

We shall not be liable under this Section in respect of:

1. your liability to employees of your contractors,
2. any liability which attaches to you by virtue of an agreement but which would not have attached in the absence of such agreement,
3. any sum which you would have been entitled to recover from any party but for an agreement between you and such party,
4. any injury by accident or disease sustained outside the **Geographical Area**,
5. any person who is not an "employee" within the meaning of the **Legislation**,
6. any liability arising from pneumoconiosis or Mesothelioma or Noise-Induced Deafness,
7. any late payment surcharge for which you may become liable under the **Legislation**,
8. all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
  - a) asbestos, or
  - b) any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

## Section 5 - Public Liability

Please refer to your current Schedule to see if this Section is in force

### Cover

In the event of any Occurrence described below we will indemnify you against:

- a) All sums which you become legally liable to pay for compensation and claimants' costs and expenses in respect of any Occurrence in connection with the Business,
- b) All costs and expenses of litigation incurred with our written consent in respect of a claim against you to which the indemnity expressed in this Section applies,
- c) The payment of the solicitor's fee incurred with our written consent for your representation at proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of a statutory duty resulting in an Occurrence which may be the subject of indemnity under this Section, or at any Coroner's Inquest or Fatal Accident Inquiry in respect of any such Occurrence.

### Occurrences Limit of Indemnity for any one event

- |  |                |
|--|----------------|
| a) Accidental bodily injury to or illness or disease }<br>of any person except that arising out of and in }<br>the course of employment by you under a }<br>contract of service or apprenticeship }<br>} | HK\$10,000,000 |
| b) Accidental loss of or damage to property not }<br>belonging to you or in your charge or under }<br>your control }   |                |

happening within Hong Kong during the Period of Insurance.

### Limit of Indemnity

Our liability for all compensation, inclusive of all legal costs and expenses, payable to any claimant or number of claimants in respect of or arising out of any one Occurrence or all Occurrences of a series consequent on one original cause shall not exceed the sum stated as the Limit of Indemnity for any one event.

## Extensions to Section 5

This Section extends to include the following:

### 1. The Insured

The Insured shall include:

- a) in the event of your death, your personal representative in respect of liability incurred by you,
- b) if you request:
  - i) any of your directors or partners,
  - ii) any person employed by you under a contract of service or apprenticeship,
  - iii) any person working for you for the purpose of gaining work experience,
 in his respective capacity as such.

### 2. The Business

The Business shall include:

- a) the maintenance of your **Premises**,
- b) the provision and management of canteen, social, sports and welfare organisations for the benefit of your employees.

### 3. Damage to Rented Premises

Exception 4(b) shall not apply in respect of loss of or damage to:

- a) **Premises** or fixtures or fittings thereof hired or rented to you,
- b) **Premises** temporarily occupied by you for the purpose of work thereon.

However, we will not pay for:

- i) loss or damage if the liability is assumed by you under a tenancy or other agreement and would not have attached in the absence of such agreement,
- ii) the first HK\$1,250 of each and every claim under this Extension.

### 4. Overseas Visits

The indemnity provided by this Section shall extend to include your legal liability arising from occasional visits outside Hong Kong by any of your directors, partners or employees in connection with your Business, provided that such liability occurs during the Period of Insurance and such directors, partners or employees shall observe, fulfil and be subject to the terms, Limits, Exceptions, Conditions and the Jurisdiction Clause of this Policy.

### 5. Supply of free food and drink

Exception 10(c) shall not apply to your legal liability for bodily injury or illness directly caused by:

- a) food or drink poisoning, or
  - b) the presence of deleterious matter in such food or drink, or
  - c) the defective container of such food or drink,
- provided always that such food and drink are supplied free of charge.

Our liability under this Extension shall not exceed HK\$2,000,000 for any one Period of Insurance.

## Exceptions to Section 5

### This Section does not cover liability:

1. in respect of injury, illness, disease, loss or damage which results from your deliberate acts or omissions and which could reasonably have been expected having regard to the nature and circumstances of such acts or omissions,
2. assumed by you by agreement and which would not have attached in the absence of such agreement,
3. in respect of injury to or illness or disease of any person under a contract of service or apprenticeship with you if such liability is in respect of injury, illness or disease arising out of and in the course of the employment of such person by you, or any sums payable by you under legislation relating to occupational injury, illness or disease,
4. in respect of loss of or damage to property:
  - a) belonging to you,
  - b) in your charge or under your control or that of any of your employees or agents,
  - c) caused by or in connection with or arising from the bursting of any pressure part of any steam boiler or any economiser or any vessel or apparatus (other than any steam turbine or engine or other steam-driven machinery) intended to operate under steam pressure, belonging to you or under your control or that of any of your employees or agents,
5. in respect of injury to or illness or disease of any person or loss of or damage to any property, land or building caused by vibration or by the removal or weakening of support,
6. in respect of injury, illness, disease, loss or damage arising from the ownership, possession or use by you or on your behalf of:
  - a) any mechanically propelled vehicle (including any type of machine on wheels or caterpillar tracks) licensed for road use or for which compulsory insurance or security is required by any road traffic legislation, or trailer attached thereto, or the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer within the limits of any carriageway or thoroughfare,
  - b) any vessel, craft or aircraft made or intended to float on or in or travel through water, air or space, or the loading or unloading of such vessel or craft,
7. in respect of injury, illness, disease, loss or damage caused by or in connection with or arising from:
  - a) any lift, elevator, escalator, hoist or crane owned or used by you or for the maintenance of which you are responsible,
  - b) accidents to any vessel or craft in consequence of the condition or unsuitability of any berth, dock or mooring,
8. directly or indirectly occasioned by or through or in consequence of pollution or contamination,
9. in respect of:
  - a) the cost of removing, nulifying or cleaning-up seeping, polluting or contaminating substances
  - b) fines, penalties, punitive or exemplary damages
10. in respect of:
  - a) any breach of professional duty or service whether of omission or commission,
  - b) any advice or act whether of omission or commission given or performed in a professional capacity,
  - c) any medicine, drug, article, commodity or thing supplied, repaired, altered or treated by you or at your order, and happening elsewhere than at any of your **Premises**,

11. in respect of any claim or loss arising out of any activities and/or business conducted and/or transacted via the Internet, Intranet, Extranet and/or via your own website, Internet site, web address and/or via the transmission of electronic mail or documents by electronic means,
12. in respect of all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
  - a) asbestos, or
  - b) any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

## Section 6 - Personal Accident

### Definitions

**Insured Person** means: -

Each of the persons named in the Schedule as an Insured Person.

**Injury** means: -

Bodily injury suffered anywhere in the world caused solely and directly from accidental external violent and visible means and which are independently of any other cause and not by sickness, disease or gradual physical or mental wear and tear.

### Cover - Applicable as specified in the Schedule

We will provide free cover for up to three named Insured Persons for an amount of HK\$100,000 per person for Death and Permanent Disablement (as defined under Result A) which happens during any Period of Insurance. The details of Insured Persons entitle to this free cover would be stated on the Schedule under "Free Cover".

If you select to cover your directors, partners or employees other than those declared under "Free Cover", we will pay you in respect of each Unit of Compensation insured for the **Injury** to the **Insured Person** as set out in this Section, which happens during any Period of Insurance. The number of Units of Compensation insured for each **Insured Person** is described in the Schedule.

Compensation is payable for death or disablement (the Results) as described below if the **Insured Person** is injured, and within two years of its happening, the **Injury** is the sole cause of the death or disablement.

<b>Results</b>	<b>Compensation payable for each Unit insured</b>
<b>A.</b> Death, or total and permanent disablement from engaging in or attending to employment or occupations of any and every kind, or total and permanent loss of all sight in one or both eyes, or total loss by physical severance or total and permanent loss of use of one or two hands or feet	<b>A.</b> HK\$25,000
<b>B.</b> Temporary total disablement from engaging in or attending to usual employment or occupation	<b>B.</b> HK\$250 } for a period not per week } exceeding 104 } weeks from the } commencement of } the first Result to } occur
<b>C.</b> Necessary and reasonable medical, surgical, hospital, nursing home and nursing fees or charges incurred within 104 weeks of the happening of the <b>Injury</b>	<b>C.</b> Reimbursement up to HK\$2,000 in respect of any one <b>Injury</b> .

## Special Provisions

### a) Disappearance

We shall presume death to have been suffered by the **Insured Person** if he or she is missing for twelve consecutive months, and sufficient evidence is provided that leads us to the conclusion that death was caused by **Injury**. However, if at any time after the payment of Compensation for such death the **Insured Person** is found to be living, such Compensation shall be refunded to us.

### b) Exposure

If an **Insured Person** suffers an **Injury** and thereafter in consequence of that **Injury** he suffers death or disablement as a result of exposure to the elements, we will consider such death or disablement as having been caused by an **Injury**.

## Exceptions to Section 6

### We will not pay Compensation for:

1. **Injury** caused by the **Insured Person** engaging in:
  - a) air travel except as a passenger in a fully licensed passenger-carrying aircraft,
  - b) any crew, trade, technical or sporting activity in connection with an aircraft,
  - c) motor cycling (as driver or passenger).
2. **Injury** caused by the **Insured Person** engaging in or practising:
  - a) parachuting,
  - b) hang gliding,
  - c) for any kind of race (other than on foot or swimming) or trial of speed or reliability,
  - d) mountaineering, or rock climbing necessitating the use of guides or ropes,
  - e) underwater activities necessitating the use of compressed air or gas.
3. **Injury** caused by:
  - a) suicide or intentional self-injury,
  - b) pregnancy, childbirth or pre-existing physical or mental defect or infirmity,
  - c) the **Insured Person** being affected by a drug unless the drug is taken in accordance with an authorised medical prescription (but not for the treatment of drug addiction).
4. **Injury** sustained by the **Insured Person** whilst under the influence of alcohol, unless it can be established to our reasonable satisfaction by any claimant that alcohol was not a factor contributing to the happening of the **Injury**.
5. a) Result **B** for any period of time subsequent to the death of the **Insured Person**, or subsequent to Compensation becoming payable under any part of Result **A**,  
b) Result **C** if there is any other insurance in force or if you or the **Insured Person** are entitled to indemnity from any other source, provided that we shall not be relieved of liability under this Result so far as concerns any excess beyond the amount payable under such other insurance or indemnity.

## Special Conditions applicable to Section 6

### Changes

- a) You must advise us in writing as soon as you are aware of any change in the employment, occupation, duties or pursuits of any **Insured Person**, or any other change which may increase the possibility of a claim under this Section. You may be required to pay additional premium as a result of any such changes.

Before each renewal of the insurance you must also advise us in writing of any **Injury** or disease which to your knowledge has been suffered by any **Insured Person**.

### Notice of Claim and Treatment

- b) You must report to us in writing as soon as reasonably possible full

details of any **Injury** which may result in a claim under this Section. You or the **Insured Person** shall employ the services of a registered medical practitioner and the **Insured Person** shall undergo any treatment such practitioner shall deem necessary.

### Evidence of Claim

- c) All certificates, information and evidence must be provided at your expense or at the expense of any claimant in the form and nature required.
- d) The **Insured Person** may have to undergo further medical examination as required by us at our expense.
- e) In the event of death of the **Insured Person** we are entitled to have a post-mortem examination at our expense.
- f) Compensation for Result **B** shall be payable when the total amount has been agreed, or at your request at intervals of not less than four weeks (but not in advance) commencing four weeks after receipt by us of written notice of the **Injury**.

### Non-Assignment

- g) We shall not recognise or be affected by any notice of trust, charge or assignment relating to this Section, and your receipt or that of your legal personal representatives shall in all cases effectively discharge our liability.

### Age Limit

- h) Although this Policy is renewable from year to year by mutual agreement, this insurance shall not apply to any **Insured Person** who is more than sixty-five years of age at the time of the **Injury**.

## Section 7 - Glass

**Please refer to your current Schedule to see if this Section is in force**

### Definition

**Glass** means: -

The glass described in the Schedule, all deemed to be plain plate of ordinary glazing quality unless otherwise specified. Lettering, painting, embossing, silvering or other ornamental work is not insured unless described otherwise in the Schedule.

### Cover

If during the Period of Insurance the **Glass** in your **Premises** is broken, we will pay you the value of the **Glass**, or at our option reinstate or repair such property or any part thereof, provided always that our liability shall not exceed, in respect of any one piece of **Glass**, the Sum Insured thereon, and in the aggregate, the total Sum Insured described in the Schedule.

### Sums Insured and the Consequences of Under-Insurance

The Sum Insured is shown in the Schedule. This is the maximum amount for which we may be liable under this Section. Payment shall not exceed such proportion of the loss or damage as the Sum Insured bears to the value of all the property at the time of the loss or damage. Each item as shown in the Schedule is separately subject to this provision.

## Exceptions to Section 7

This Section does not cover:

1. any consequence of riot or strike,
2. breakage by or arising out of fire or theft or preventative or salvage operations consequent therefrom,
3. breakage of lettering unaccompanied by breakage of **Glass**,
4. breakage of or damage to frames or framework of any description,
5. the cost of removing or replacing fixtures or fittings,
6. breakage due to dilapidation of frames or framework.

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

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

### **PRIVACY POLICY**

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

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

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

### **Personal Information Collection Statement**

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

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

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

- processing and evaluating your insurance application and any future insurance application you may make;
- our daily operation and administration of the services and facilities in relation to the Product provided to you;
- variation, cancellation or renewal of the Product;
- invoicing and collecting premiums and outstanding amounts from you;
- assessing and processing claims in relation to the Product and any subsequent legal proceedings;
- exercising any right of subrogation by us;
- contacting you for any of the above purposes;
- other ancillary purposes which are directly related to the above purposes; and
- complying with applicable laws, regulations or any industry codes or guidelines.

The **voluntary purposes** for which your personal data may be used are any sales, marketing, promotion of other general insurance services and products provided by MSIG. The personal data we intend to use for voluntary purposes are your name, your address, your phone number and email address. We cannot use your personal data for voluntary purposes without your consent.

If you do not wish MSIG to use your personal data for the voluntary purposes listed above,  you should tick the box on the right and send us a copy of this Notice at the address listed below together with the required information which are necessary for us to process your opt-out request. You may also notify us by sending an email to 'dpo@hk.msg-asia.com'. In your notification, you must supply the same required information as listed below.

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

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

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

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

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

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

## 附錄：致各客戶有關個人資料（私隱）條例（“條例”）通知書

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

### 私隱政策

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

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

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

### 個人資料收集聲明

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

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

您的個人資料可被用於以下**強制性**之用途：

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

而**自願性用途**則指任何三井住友保險提供的其他一般保險服務及保單產品之銷售、市場營銷及推廣。用作自願性用途之個人資料則為您的姓名、地址、電話號碼及電郵地址。未獲您同意之前我們並不能使用您的個人資料作自願性用途。

如您不欲 三井住友保險將您的個人資料用作上述自願性用途，您應於右列方格加上剔號並   
將此通告之副本連同您要求拒絕服務所必須提供的資料（詳情如下）郵寄至下列地址。  
您亦可選擇以電郵方式將您的要求連同所需的個人資料（詳情如下）電郵至“[dpo@hk.msif-asia.com](mailto:dpo@hk.msif-asia.com)”。

為讓我們能夠處理您以上提出的拒絕服務之請求，請提供以下資料並寄至三井住友海上火災保險（香港）有限公司的資料保護主任：香港太古城英皇道 1111 號太古城中心第一期 9 樓。

姓名：

聯絡電話：

香港身份證號碼： (作識別之用)

保單號碼 / 證書編號 / 確認編號 (如適用)：

附註:此拒絕服務要求將會取代您先前給予三井住友保險一切關於直接促銷的指示。

就任何上述的用途，我們所收集的個人資料可能會被轉移至：

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

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

根據有關法例及規例，您有權查閱及更正本公司所持的任何載有您的個人資料之記錄。如您欲行使以上權利，可以書面形式投寄至香港太古城英皇道 1111 號太古城中心第一期 9 樓三井住友海上火災保險（香港）有限公司，通知本公司的資料保護主任。

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