

# Sportsman's Policy 1.0

WHEREAS the Insured named in the Schedule hereto has made to MSIG Insurance (Hong Kong) Limited (hereinafter called "the Company") a proposal and declaration which shall be the basis of this contract and which is deemed to be incorporated herein and has paid or agreed to pay the Premium stated in the aforesaid Schedule as consideration for the insurance hereinafter contained.

NOW THIS POLICY WITNESSETH that subject to the terms, Exceptions, Limits and Conditions contained herein or endorsed hereon in the event of any of the undermentioned contingencies happening within the Territorial Limit stated in the Schedule and during the Period of Insurance stated in the aforesaid Schedule or during any further period for which the Company may accept payment for the renewal or extension of this Policy the Company will by payment, reinstate or repair, indemnify or compensate the Insured as follows.

PROVIDED ALWAYS that the due observance and fulfilment of the terms, Conditions and Endorsements of this Policy insofar as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

## SECTION 1 PUBLIC LIABILITY

The Company will indemnify the Insured against all sums which the Insured shall become legal liable to pay as damages caused by the Insured whilst and as a consequence of playing or participating in the sports specified in the Schedule resulting in:

- (a) accidental bodily injury to any person not being a member of the Insured's family or household or in his service.
- (b) accidental damage to property not belonging to or in the charge of or under the control of the Insured or a member of his family or household or of any person in his service.

and all costs and expenses of litigation recovered by any claimant against the Insured or incurred with the written consent of the Company in respect of a claim against the Insured to which the Indemnity expressed in this Policy applies.

PROVIDED ALWAYS THAT

- (a) the amount payable hereunder in respect of any one accident or series of accidents constituting one occurrence shall not in any case exceed the sum of HK\$5,000,000 and that the Company shall not be liable in respect of claims arising out of the possession or use of any craft (other than hand-propelled craft) or of any vehicle.
- (b) this section does not cover sums which the Insured shall become liable to pay for:-
  - (i) compensation for damages in respect of judgements not in the first instance delivered by or obtained from a Court of competent jurisdiction within Hong Kong.
  - (ii) cost and expenses of litigation recovered by any claimant from the Insured which are not incurred and recoverable in Hong Kong.

## SECTION 2 PERSONAL ACCIDENT

The Company will pay up to the Limit as specified below if the Event described herein shall happen to the Insured whilst playing or practising in the specified sports leading to the Results as described occurring within ninety days of the happening of the Event.

Event	:	Bodily injury caused solely and directly by violent accidental external and visible means which injury shall independently be the sole and direct cause of any of the Results (1) to (7)
Results		
	:	Limit
(1)	Death	HK\$500,000
(2)	Total and permanent loss of all sight in both eyes	HK\$500,000
(3)	Total loss by physical severance or permanent loss of use of or total paralysis of a) both hands, or b) both feet, or c) one hand and one foot,	HK\$500,000
(4)	Total loss by physical severance or Permanent loss of use of or total paralysis of a) one hand, or b) one foot together with the total and permanent loss of all sight in one eye.	HK\$500,000
(5)	Total and permanent loss of all sight in one eye	HK\$250,000
(6)	Total loss by physical severance or Permanent loss of use of one hand or one foot	HK\$250,000
(7)	Total disablement from engaging in or attending to usual business or occupation	HK\$500 per week for a period not exceeding twenty six weeks from the happening of the Event

PROVIDED ALWAYS THAT

- (a) This section shall not be operative if at the time of the accident the Insured is over 65 years of age or under 16 years of age.
- (b) No compensation shall be payable under the Policy
  - (i) in respect of any event consequent upon suicide (whether felonious or not) or attempt thereof, nor

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

- (ii) in respect of any event happening to the Insured whilst insane or under the influence of intoxicating liquor or drugs, nor
- (iii) in respect of any results attributable
  - either wholly or in part to veneral disease, or
  - child-birth or pregnancy.

In the event of any claim hereunder the Insured shall prove that the claim arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.

(c) Compensation shall not be payable for:

- (i) More than one of the results (1 - 6) and when payable for one of those results shall not be payable for any other of the results caused by the same event (and compensation in fact previously paid for any result other than results (1 - 6) shall be brought into account and deducted from compensation paid for any one of the results (1 - 6) caused by the same event) nor for any of the results caused by any subsequent event or further liability on the Company under this Policy thereupon ceasing.
- (ii) A period exceeding 26 weeks for result (7) in respect of any one event.
- (iii) Any of the Results unless the Insured shall as soon as possible after the happening of the event which caused such Results procure and follow medical advice from a duly registered medical practitioner.

(d) All certificates, information and evidence required by the Company shall be furnished at the expense of the Insured or any claimant hereunder and shall be in such form and of such nature as the Company shall prescribe. The Insured as often as required shall submit to medical examination on behalf of the Company at its own expense in respect of any alleged bodily injury. The Company shall in the case of the death of the Insured be entitled to have a post-mortem examination at its own expense.

### SECTION 3 ALL RISKS ON SPORTS EQUIPMENT

The Company will indemnify the Insured against loss of or damage to sports equipment (including sports clothing) belonging to the Insured by any accident or misfortune not otherwise excluded occurring within the Territorial Limit stated in the Schedule and not exceeding the sum of HK\$20,000 in all in any one period of insurance.

The Company shall not be liable for the first HK\$250 of each and every claim for loss of or damage to golfing equipment (including clubs bags and golf carts).

### SECTION 4 PERSONAL EFFECTS

The Company will by payment (or at its option by repair reinstatement or replacement) indemnify the Insured against loss or damage (other than by wear and tear or gradual deterioration or depreciation) to personal effects (not being property insured under section 3) belonging to the Insured (excluding watches, jewellery, trinkets, field and other glasses, cameras, portable radio sets, money, securities, stamps, and motor vehicles and accessories) whilst such effects are at any recognised Golf Club provided that the liability of the Company under this section in respect of all loss or damage occurring during any one period of indemnity shall not exceed HK\$5,000 and HK1,000 per article.

The Company shall not be liable for the first HK\$250 of each and every claim under this section.

### SECTION 5 HOLE-IN-ONE

In the event of the Insured holeing a tee shot during the course of an organized game or tournament on any golf course within the Territorial Limit stated in the Schedule the Company will pay to the Insured the sum of HK\$2,000.

PROVIDED ALWAYS THAT the Company shall not be liable:

- (a) unless golf is a specified sport.
- (b) for more than one payment of HK\$2,000 during any one period of insurance.
- (c) unless the claim for the payment under this section is suitably substantiated by the Secretary of the Golf Club on which the event takes place.

### GENERAL EXCEPTIONS

The Company shall not be liable:

- (a) under section 3 for loss of or damage to boats, balls, shuttles, strings, lines and whilst actually being used in the specified sport, bats, racquets and hockey sticks.
- (b) under sections 3 & 4 for loss of or damage to watches, radios, binoculars or cameras and accessories belonging thereto.
- (c) for theft of the property insured whilst contained in an automobile unless all doors and windows are securely locked, and in the event of loss by theft from an automobile visible signs of forcible entry must be shown.
- (d) for loss or damage due to wear and tear, moth, mildew or other depreciation or damage due to any process of repair, restoration or renovation.
- (e) in respect of loss or damage directly or indirectly due to the Insured having caused or suffered anything to be done whereby the risk hereby insured against was increased.
- (f) for any liability for:
  - (i) personal injury or bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination.
  - (ii) the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.
  - (iii) fines, penalties, punitive or exemplary damages.
- (g) in respect of loss of or damage directly or indirectly caused by riot and strikes.
- (h) in respect of 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
    - a. the use or threat of force, violence and/or
    - b. 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.
- (i) for loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from
- (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
  - (v) any chemical, biological, bio-chemical, or electromagnetic weapon
- (j) for loss or damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences namely:
- (i) permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority
  - (ii) permanent or temporary dispossession of any property resulting from the unlawful occupation or possession of such property by any person
- provided that the 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
- (iii) the destruction of property by order of any public authority
- (k) for any claim or loss arising out of any activities and/or business conducted and/or transacted via the Internet, Intranet, Extranet and/or via the Insureds own website, Internet site, web address and/or via the transmission of electronic mail or documents by electronic means.
- (l) 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:

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

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

#### Sanction Limitation and Exclusion Clause

This Policy shall not be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom or United States of America.

## **CONDITIONS**

1. The Insured shall not, without the consent in writing of the Company, repudiate liability, negotiate or make any admission, offer, promise or payment in connection with any accident or claim and the Company shall be entitled if it so desires to take over and conduct in the name of the Insured the Defence of any claim or to prosecute in the name of the Insured at its own expense and for its own benefit any claim for indemnity or damages or otherwise against any person and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the Defence of any claim may relinquish the same and the Insured shall give all such information and assistance as the Company may require.
2. The Insured shall on receiving notice of any accident to or claim by any third party give immediate notice thereof in writing to the Company and shall supply full particulars thereof in writing and shall send to the Company any writ, summons or other legal process issued or commenced against the Insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings. In the event of a claim under sections 3 & 4 for loss or damage due to theft or to any attempt thereat, the Insured shall also give immediate notice to the Police and shall endeavour to cause the discovery and punishment of the guilty person or persons.
3. On the happening of any loss insured under sections 3 & 4 of the Policy the Company shall be entitled to take and keep possession of the property concerned and to deal with the salvage in a reasonable manner and this Policy shall be proof of leave and licence for such purpose. No property may be abandoned to the Company.
4. If the proposal or declaration of the Insured is untrue in any respect or if any material fact affecting the risk be incorrectly stated therein or omitted therefrom or if this insurance, or any renewal thereof shall have been obtained through any misstatement, misrepresentation or suppression, or if any claim shall be fraudulent or exaggerated or if any false declaration or statement shall be made in support thereof, then, in any of these cases, this Policy shall be void.
5. 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. However, this condition should not apply to sections 2 & 5.

6. The Company may at any time by giving 7 days notice to the Insured by Registered Letter at the Insured's address as last known to the Company, be at liberty to cancel this Policy, provided that the Company shall in that event on demand return to the Insured a proportional part of the premium corresponding to the unexpired Period of Insurance. This Policy may be cancelled at any time by the Insured on 7 days notice to the Company and in such event the Insured shall be entitled to a return of premium less premium at the Company's short period rates for the time the Policy has been in force.
  
7. If the Company shall disclaim policy liability or there is any dispute as to the amount to be paid under this Policy (collectively known as "the Dispute"), the Dispute shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance (Cap. 341) as amended from time to time. If the parties fail to agree upon the choice of Arbitrators or Umpires, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained.

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

8. If an action or suit is not commenced within twelve months after the arbitration award is made under Condition 7 of this Policy, the Company shall not be liable for any claim for the Dispute under this Policy and such claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable against the Company hereunder.
  
9. Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms of this Policy.



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

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

### **PRIVACY POLICY**

MSIG takes your privacy very seriously. To ensure your personal information is secure, we communicate and enforce our privacy and security guidelines according to the relevant laws and regulations. MSIG takes precautions to safeguard your personal information against loss, theft, and misuse, as well as against unauthorised access, disclosure, alteration, and destruction. Furthermore, we will not sell your personal information to anyone 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 [msig.com.hk](http://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;
- complying with applicable laws, regulations or any industry codes or guidelines; and
- detecting and preventing fraud (whether or not relating to the policy issued in respect of this application).

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



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 filling in the General enquiry form - Opt-out from direct marketing activities on our website at [msig.com.hk](http://msig.com.hk). In your notification, you must supply the same required information as listed below.

<b>To enable us to process your opt-out request, please provide us below information and send to: The Data Protection Officer at 9/F, 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 Complaints Bureau and similar industry bodies; and
- government agencies and authorities as required or permitted by law;
- fraud prevention organizations;
- other insurance companies (whether directly or through fraud prevention organization 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 information provided against existing information.

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 [msig.com.hk](http://msig.com.hk) 下載。您應定期查閱此範本所修改的內容。

### 個人資料收集聲明

個人資料是可以用作獨立識別或聯絡個別人士之數據。貴為我們的客戶，您須向我們不時供給與我們提供之一般保險服務及保單產品（下稱「保單」）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；
- 遵循適用法律、條例及業內守則及指引；及
- 偵測和防止欺詐行為（無論是否與就此申請而發出的保單有關）所需的目的是。

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。



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。您亦可填妥本公司網頁 [msig.com.hk](http://msig.com.hk) 的一般查詢表格 – 拒絕直銷活動。

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；
- 保險投訴局及同類的保險業機構；
- 法例要求或許可的政府機關；
- 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；及
- 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）。

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。



## CLAUSE ATTACHMENT

Policy is subject to the following clauses:

(The following clauses are only available in English.)

### **P226 – Communicable Disease Exclusion**

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

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

### **P227 - General Exclusion for Cleaning Cost – Communicable Disease**

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

### **L132 – Communicable Disease Exclusion**

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



### **A160 - COVID-19 / Pandemics Exclusion**

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

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

### **P229 - Property Cyber and Data Exclusion**

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

- 1.1. Cyber Loss;
- 1.2. loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

#### Definitions

4. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
5. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
6. Cyber Incident means:
  - 6.1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
  - 6.2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
7. Computer System means:
  - 7.1. any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,  
  
owned or operated by the Insured or any other party.
8. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.