

# LANDLORD LIABILITY POLICY

WHEREAS the Insured being the Landlord of the Insured Premises described in the Schedule and by a Proposal which shall be the basis of this Contract and is deemed to be incorporated herein has applied to MSIG Insurance (Hong Kong) Limited (hereinafter called "the Company") for the Indemnity hereinafter expressed and has paid or agreed to pay the Premium as stated in the Schedule as consideration for such Indemnity.

## GENERAL DEFINITION

Certain words in the Policy have special meanings. These meanings are given below or defined at the beginning of the appropriate section. Whenever these words are used this is what they mean.

### WE / THE COMPANY / US

MSIG Insurance (Hong Kong) Limited

### YOU / INSURED

The Insured named in the Schedule

### HONG KONG

The territorial limits of the Hong Kong Special Administrative Region

### EXCESS

The first amount of any claim which the Insured must bear as the Insured is not covered for this amount

### PERIOD OF INSURANCE

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

### SCHEDULE

Details including the Insured's name, address, location of the Insured Premises and the Limit of Indemnity on the document issued to the Insured.

### INSURED PREMISES

The situation mentioned in the Schedule which is owned by the Insured as Landlord.

### LANDLORD

The Insured, being the owner of the Insured Premises and part Owner of the Common Parts of the Building of which the Insured Premises forms part according to the Deed of Mutual Covenant.

## GENERAL CONDITIONS (applicable to the whole Policy)

### 1) PREVENTION OF LOSS

The Insured must comply with all statutory obligations and take all reasonable steps to:

- a) prevent loss, damage or injury and
- b) maintain in good condition and sound repair of the Insured Premises.

### 2) RECKLESS OR WILLFUL ACT/UNOCCUPIED

You must not cause or facilitate loss to the Insured Premises or liability by any reckless or willful act and You must tell Us and have our acknowledgement in writing if the Insured Premises is to be unoccupied for more than 30 consecutive days. If these obligations are not fulfilled, We may decline any claim You make.

### 3) CHANGE IN RISK

During the Period of Insurance, the Insured must advise the Company of any changes made to the Insured Premises or in circumstances which would increase the possibility of loss and pay necessary additional premium due if required.

### 4) INSPECTION OF RISK

The Company shall at all reasonable times have free access to inspect the Insured Premises. In the event of any defect or danger (whether actual or potential) being apparent to a representative of the Company, the Company may give notice in writing to the Insured and thereupon all liability of the Company in respect thereof or arising therefrom shall be suspended until the same be remedied or removed to the satisfaction of the Company. Upon any defect or danger (whether actual or potential) being brought to the notice of the Insured or upon damage to property or personal injury to any person occurring the Insured shall forthwith proceed to make good such defect and take such steps as may be necessary to prevent the continuance or recurrence of such damage or personal injury and shall in the meantime take such additional precautions to prevent injury or damage as the circumstances may require but so far as practicable no alteration or repairs shall without the consent of the Company be made after any such occurrence until the Company shall have had an opportunity of carrying out an inspection.

### 5) ARBITRATION

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. 609 of the Laws of Hong Kong) 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 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.

## 6) OTHER INSURANCE

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.

## 7) SUBROGATION

The Company shall be entitled at its sole discretion to prosecute in the name of the Insured regarding any claim for damages costs Indemnity contribution or otherwise against any person who may be liable to the Insured in respect of any liability on the part of the Insured for which Indemnity is provided by this Policy and shall have full discretion in the conduct of any such proceedings and in the settlement of any such claim. The Insured shall give all such information and assistance as the Company may from time to time require and execute any necessary documents for the purpose of vesting such rights in the Company.

Any money recovered pursuant to the exercise of such rights shall be applied firstly for the benefit of the Company to the extent of the amount paid by the Company in respect of any claim including any costs and expenses paid or incurred by the Company and costs and expenses incurred in prosecuting such recovery action.

## 8) CANCELLATION OF THE POLICY

### BY YOU

You may cancel this Policy by writing to Us. If You do, We will refund based on short-term rate subject to a minimum premium.

### BY THE COMPANY

We may cancel this Policy by giving You 7 days written notice sent to your last address known to Us by ordinary post. If We do, We will refund You the unused part of the premium on pro-rata basis.

## 9) JURISDICTION CLAUSE

The Indemnity provided by this Policy which covers the Insured's legal liability 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 the Hong Kong Special Administrative Region nor to orders obtained in the said Court for the enforcement of judgments made outside the Hong Kong Special Administrative Region whether by way of reciprocal agreement or otherwise.

## 10) GOVERNING LAW

The Policy is subject to the exclusive jurisdiction of the Hong Kong Special Administrative Region and is construed according to the laws of the Hong Kong Special Administrative Region.

## 11) EXCLUSION OF RIGHTS UNDER CONTRACTS (RIGHTS OF THIRD PARTIES) ORDINANCE

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

## CLAIMS CONDITIONS (applicable to the whole Policy)

### 1) CLAIMS NOTIFICATION

- a) You must notify 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.

- b) You must report in writing to us as soon as reasonably possible, full details of any incident which may result in a claim under this Policy, and take all reasonable action to minimize any loss or damage, or any interruption or interference with the Insured Premises.
- c) You must forward to us immediately upon receipt, every writ, summons, legal process or other communication in connection with the claim.
- d) You must notify 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.
- e) You must give all necessary information and assistance that we may require, including written details of the claim you wish to make, at your expense or at the expense of any claimant in the form and nature required.

### 2) CLAIMS MISREPRESENTATION

- a) If You or anyone acting for You makes a claim under the Policy knowing the claim to be dishonest or exaggerated in any way, We will not pay the claim and all cover under this Policy shall cease immediately.
- b) We will not pay for any claim made be in any respect is fraudulent.

### 3) WAIVER OF CLAIMS

You shall not become a party to any agreement the effect of which is that You waive, limit or qualify any claim in any way which You would otherwise have against any person in respect of or arising out of any occurrence resulting in liability on the part of You for which Indemnity is provided by this Policy.

### MEMORANDUM

It is warranted that:

- a) the Insured Premises is located within the territories of Hong Kong;
- b) the Insured Premises shall be constructed of brick, stone, concrete or reinforced concrete;
- c) the Insured Premises is not to be occupied by the Insured;
- d) the Insured Premises being let out by the Insured as Landlord is used solely for residential and domestic purposes;
- e) the Insured must keep the Insured Premises in good condition and maintenance;
- f) the Insured must exercise reasonable diligence to ensure compliance with the deed of mutual covenant, any other relevant regulations, or statutory instrument in relating to the Insured premises or Building.

## GENERAL EXCLUSIONS (applicable 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) RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTROMAGNETIC WEAPONS
  - a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste 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.

## 2) WAR AND TERRORISM RISKS

- 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
  - the use or threat of force, violence and/or
  - 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.

## 3) POLITICAL RISKS

- a) permanent or temporary dispossession resulting from confiscation nationalization commandeering or requisition by any lawfully constituted authority
- b) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person  
provided that the Company is not relieved of any liability to the Insured in respect of physical damage to the Insured Premises 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) Consequential loss or damage of any kind unless specifically provided for otherwise in the Policy.

## 5) CYBER RISKS

- (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 as defined below

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

## 6) DATE RECOGNITION

There is no insurance under this policy in respect of any claim of whatsoever nature which arises directly or indirectly from or consists of the failure or inability of any

- a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
- b) media or systems used in connection with any of the foregoing

whether the property of the Insured or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date

including without limitation, the failure or inability to recognize capture save retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

- (i) recognizing using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in a) and b) above

### 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.

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

## SECTION 1 – LOSS OF RENTAL INCOME

### DEFINITION

#### DAMAGE

Loss or damage caused by the insured perils of this section of the Policy to the Insured Premises.

#### INDEMNITY PERIOD

The period beginning with the occurrence of the Damage and ending not later than the period as shown on the Schedule thereafter during which the Rental Income of the Insured Premises is affected in consequence of the Damage.

## RENTAL INCOME

The rent received or receivable by the Insured as Landlord of the Insured Premises from the tenant of the Insured Premises under a signed formal tenancy agreement.

## WHAT IS INSURED

The insurance on loss of Rental Income applies only if the Insured Premises is uninhabitable in consequence of its destruction or damage, provided that:

- 1) tenant of the Insured Premises of whom he or she is legally obliged to pay rent to the Insured, fails or discontinues to pay such rent to the Insured upon the occurrence of destruction or damage to the Insured Premises caused by the insured perils
- 2) a signed formal tenancy agreement is in force at the time of destruction of or damage to the Insured Premises

## MAXIMUM INDEMNITY PERIOD AND LIMIT

We will indemnify You for the loss of Rental Income for any one period of insurance up to the limit of the sum insured and within an Indemnity Period as shown on the Schedule in the event of the Insured Premises rendered uninhabitable due to loss or Damage caused by the following insured perils:

## FIRE AND EXTRA PERILS

- (1) Fire and Lightning
- (2) Aircraft  
Damage directly caused by aircraft and other aerial devices or articles dropped therefrom excluding Damage caused by any aircraft for which permission to land has been extended by the Insured.
- (3) Bush Fire  
Damage occasioned by or through or in consequence of the burning of forests, bush, prairie, pampas or jungle and the clearing of lands by fire but excluding such clearing by or on behalf of the Insured.
- (4) Earthquake (Fire Shock & Flood)  
Damage by fire or otherwise, directly caused by earthquake or volcanic eruption including flood or overflow of the sea occasioned thereby.
- (5) Explosion  
Damage by fire or otherwise, directly caused by explosion, but excluding Damage to boilers, economizers, or other vessels, machinery or apparatus in which pressure is used, or Damage to their contents resulting from their explosion.
- (6) Vehicle Impact (by third party vehicle)  
Damage by fire or otherwise, caused by impact by any road vehicle, horses or cattle not belonging to or under the control of the Insured or any member of the Insured's household or any person employed by the Insured.
- (7) Riot and Strike  
Damage directly caused by
  - (a) the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not)
  - (b) the willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out
  - (c) the action of any lawfully constituted authority in suppressing or attempting to suppress or in minimizing the consequences of any act mentioned in (a) and (b) abovebut excluding
  - (i) Damage occasioned through or in consequence, directly and indirectly, of

- (a) any act of terrorism including but not limited to
    - the use or threat of force, violence and/or
    - 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 any action taken in controlling, preventing, suppressing or in any way relating thereto
  - (b) civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
  - (c) the malicious act of any person (whether or not such act is committed in the course of disturbance of the public peace) not being the willful act of any rioter striker or locked-out worker in furtherance of a riot or strike or in resistance to a lock-out
- (ii) Damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation
  - (iii) Damage occasioned by
    - (a) permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority
    - (b) permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building 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
    - (c) The destruction of property by order of any public authority

If the Company alleges that by reason of the exclusions (i) (a), (i) (b) & (iii) mentioned above, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured

- (8) Malicious Damage  
Damage directly caused by the malicious act of any person (whether or not such act is committed in the course of disturbance of the public peace), but excluding
  - (i) Damage by explosion
  - (ii) Damage arising out of or in the course of theft or any attempt thereat provided that Insured Peril (7) Riot and Strike is covered under this Policy and subject to the application of the terms and exceptions under Insured Peril "Riot and Strike".
- (9) Spontaneous Combustion  
Damage by fire only of or to the Insured Premises caused by its own spontaneous fermentation, heating or combustion.
- (10) Sprinkler Leakage  
Damage directly caused by water discharged or leaking from the Automatic Sprinkler installed in that part of the Insured Premises but excluding Damage to the said Installation, provided that
  - (i) such discharge or leakage of water shall be accidental and shall not be occasioned by or happen through
    - (a) heat caused by fire
    - (b) repairs or alterations to the buildings or Premises
    - (c) repairs, removal or extension of the said Installation
    - (d) the order of the Government or of any Authority
    - (e) explosion, the blowing-up of building or blasting
  - (ii) the Insured shall at all times take reasonable steps to prevent damage to the said Installation and , so far as his responsibility extends, to maintain the said installation, including the automatic external alarm signal, in efficient condition, in the event of any discharge or leakage from the said Installation the Insured shall do and permit to be done all things practicable, whether by removal or otherwise, to save and protect the Insured Premises

- (iii) whenever it is intended to make any changes, repairs or alterations to the said Installation, the Insured shall give written notice thereof to the Company
- (iv) the Company shall have access to the Insured Premises at all reasonable times for purposes of inspection and if the Company shall notify the Insured of defects in the construction or condition of the said Installation requiring alteration or repairs the Company may also at their option by notice in writing suspend the insurance by this extension until such alteration or repairs shall be duly completed.

**(11) Typhoon, Windstorm and Flood**

Damage by fire or otherwise, directly caused by typhoon, windstorm or flood but excluding

- (i) in respect of Damage caused in Insured Premises in course of construction, alteration or repair except when all outside doors, windows and other openings are complete and protected against typhoon, or windstorm unless specially insured
- (ii) Damage caused by
  - (a) subsidence or landslide
  - (b) hail, whether wind driven or not
  - (c) rain entering the building other than through openings made in its fabric by the direct force of the typhoon or windstorm
- (iii) Damage caused by accumulation of water resulting from circumstances where the Insured could, but has failed to, take reasonable steps to prevent such accumulation.

**(12) Water Tanks, Apparatus & Pipes**

Damage directly caused by bursting or overflowing of water tanks, apparatus or pipes but excluding Damage caused by water discharged or leaking from any installation of automatic sprinklers.

**(13) Landslip and Subsidence**

Loss of or damage to the Insured Premises directly caused by subsidence of the site or landslip, occurring within the period of insurance stated in the Schedule but excluding

- (i) loss or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences
  - (a) Coastal erosion;
  - (b) Heave;
  - (c) Bedding down of structures or the settlement of made up ground within 10 years of completion of such works.
- (ii) loss of or damage to paths drives fences gates boundary and retaining walls caused by subsidence and/or landslip.
- (iii) Unless otherwise specifically insured, the cost of removal of subsidence and/or landslip debris or the making good of the site following subsidence and/or landslip except in so far as is necessary to repair the Insured Premises.
- (iv) loss or damage directly occasioned by or through defective design or workmanship or the use of defective materials.
- (v) consequential loss or damage of any kind or description.

**WARRANTED:**

- 1) You shall maintain the Insured Premises in sound repair and shall take all responsible steps to prevent damage from the perils covered hereby.
- 2) You shall maintain any man-made slope and retaining wall for which You are responsible in accordance with laws regulations codes and guides issued by the Hong Kong Government including the guideline stipulated in the GEOGUIDE 5 - GUIDE TO SLOPE MAINTENANCE published by the Geotechnical Engineering Office, Civil Engineering Department, Hong Kong.
- 3) You shall notify the Company immediately:
  - (i) If any excavations are commenced beneath, around or in the vicinity or the Insured Premises. In such event the Company shall have the right to vary or cancel the cover provided under this Policy.

- (ii) If the operation of an insured peril affecting any part of the site (whether or not the Insured Premises is involved) or its nearby surroundings.

**EXCLUSIONS (applicable to Section 1)**

The Indemnity provided under this section shall not apply to or include the following circumstances:

- 1) If the Insured decides to discontinue letting or renting the Insured Premises;
- 2) Where the repair or rebuilding has been delayed by the Insured, or anyone acting with the Insured's consent or on the Insured's behalf;
- 3) Loss or damage directly or indirectly caused by or arising from pollution or contamination.

**TIME FRANCHISE**

The Company shall not be liable to any Damage unless the period of interruption of or interference with the tenancy at the Insured Premises shall exceed 72 consecutive hours.

**SECTION 2 – LANDLORD LIABILITY**

**WHAT IS INSURED**

**NOW THIS POLICY WITNESSETH** that subject to the Terms Exceptions Limits and Conditions contained herein or endorsed hereon the Company will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as Landlord of the Insured Premises consequent upon

- 1) Accidental death or bodily injury including illness of any person
  - 2) Accidental loss of or damage to any property
- occurring within the Insured Premises resulting from accidents in connection with the Insured Premises

**AND**

In respect of a claim against the Insured to which the Indemnity in this Policy applies the Company will indemnify the Insured in respect of

- 3) All costs and expenses of litigation recovered by any claimant against the Insured
- 4) All costs and expenses of litigation incurred with the written consent of the Company

**PROVIDED** 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.

**LIMIT OF INDEMNITY**

The Company's liability under this section for all sums inclusive all legal costs and expenses payable arising out of one occurrence or series of occurrences consequent on one source or original cause will not be more than the Limit of Liability as shown on the Policy Schedule.

The Company may in connection with any one claim or number of claims arising out of one occurrence pay to the Insured the Limit of Liability (after deduction of any sum or sums already paid as compensation) or any less amount for which such claim or claims can be settled and thereafter the Company shall be under no further liability under this section in connection with such claim or claims except for costs and expenses of litigation recoverable or incurred in respect of the conduct of such claim or claims prior to the date of such payment.

## OWNER'S LIABILITY IN COMMON AREA

The Indemnity provided under this section is extended to include the Insured's proportional legal liability as a part Owner of the Common Parts of the Building of which the Insured Premises forms part.

The expressions "Common Parts", "Building", and "Owner(s)" have the same meaning as assigned to those expressions in the Building Management Ordinance Chapter 344 of the Laws of Hong Kong (referred to hereinafter as "the Ordinance").

The Indemnity is provided only under the following conditions:

- i) this cover operative only if there is no public liability insurance policy being taken out by or on behalf of the Joint-Owners of the Building (referred to hereinafter as "the Primary Policy") in relation to such Common Parts of the Building; or
- ii) where a Primary Policy has been taken out, this extension applies only in respect of any excess liability beyond and above the amount paid or payable under such Primary Policy.

The Company will only indemnify the Insured in respect of the Insured's separate proportional share of liability (and, for the avoidance of doubt, not joint liability) as an Owner in the undivided parts of the Building as determined in accordance with Section 39 of the Ordinance.

## LIMITS OF LIABILITY (ALL INSUREDS)

Regardless of the number of persons and/or organizations who are insured under this Policy ("the insureds") and regardless of the number of claims made against one or more of the insureds, the Company's total liability to indemnify under this Policy shall not exceed the amount(s) described and stated in the Policy as the Limit(s) of Liability.

## PROPERTY DAMAGE CLARIFICATION CLAUSE

Property damage covered under this section shall mean physical damage to the substance of property.

This section excludes

- (a) loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, any business interruption losses resulting from such loss or damage;
- (b) loss of damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, any business interruption losses resulting from such loss or damage.

## EXCESS

The first HK\$1,500 of each and every third party property water damage claim unless specifically mentioned.

## EXCLUSIONS (applicable to Section 2)

The insurance by this section excludes:

- 1) Liability assumed by the Insured by agreement unless and insofar as such liability would have attached to the Insured notwithstanding such agreement or contract.
- 2) Liability in respect of death or bodily injury including illness of any person arising out of and in the course of the employment of such person by the Insured or to any person who is a member of the Insured's family ordinarily residing with the Insured.

- 3) Liability in respect of loss of or damage to property:

- (a) (i) Belonging to the Insured
- (ii) In charge of by or under the control of the Insured but this exception shall not apply to property belonging to any servant of the Insured.
- (b) Being that part of any property goods land building or structure on which the Insured or any servant or agent of the Insured is or has been working if such damage is caused directly by the process of treatment alteration repair or construction of that part of such property goods land building or structure.
- (c) Caused by or through or in connection with the bursting of any economiser used in conjunction with a steam boiler or any boiler vessel or other apparatus which is intended to operate under internal pressure due to steam and belonging or in the charge or under the control of the Insured.

- 4) Liability in respect of death, bodily injury, illness of any person or loss of or damage to property caused by or in connection with or arising from:

- (a) The ownership or possession or use by or on behalf of the Insured of any trailer or mechanically propelled vehicle not specified in the Schedule provided that liability in respect of the loading and unloading or collection of goods to or from such trailer or mechanically propelled vehicle (insofar as liability is not covered by any vehicle insurance) is not excluded hereunder.
- (b) Any watercraft, aircraft or thing made or intended to float on or in or travel on or through water, air, or space.
- (c) Any hoist or crane owned by the Insured or for the maintenance of which the Insured is responsible, unless specified in the Schedule.
- (d) Vibration or the removal or weakening of or interference with the support of land or buildings.

- 5) Liability directly or indirectly arising out of a breach of any duty imposed by law in relation to

- (a) any building within the meaning of the Buildings Ordinance (Cap. 123 of the Laws of Hong Kong) erected in contravention of that Ordinance; or
- (b) any building works, or street works, carried out in contravention of the Building Ordinance (Cap.123 of the Laws of Hong Kong).

- 6) Liability in respect of:

- (a) 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.
- (b) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.
- (c) Fines, penalties, punitive or exemplary damages.

- 7) Liability 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 the Insured's own website, Internet site, web address and/or via the transmission of electronic mail or documents by electronic means.

- 8) Liability 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.



## 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](https://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.

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<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, 1111 King's Road, Taikoo Shing, Hong Kong.</b>	
<b>Full Name:</b>	
<b>Contact Number:</b>	
<b>HKID Number:</b>	<b>(for identification purpose)</b>
<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, 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。

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 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 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.



### **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.