

SME LITE 2.0 INSURANCE POLICY

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

These Policy terms and conditions, the Schedule and any endorsement attached or to be attached thereto shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy, the Schedule and/or any endorsement attached or to be attached thereto shall bear such specific meaning wherever it may appear.

The Proposal Form and Declaration made by the Insured shall form the basis of this Policy and are deemed to be incorporated herein as part of this Policy. In consideration of the Insured's application to the Company for the insurance hereinafter contained and on the condition that the Insured has paid or agreed to pay the premium as specified for such insurance, and on condition that the information provided in the Proposal Form and Declaration is true and correct, the Company will pay the benefits subject to the definitions of words, exclusions, limitations, terms and conditions herein, endorsed hereon, and/or attached hereto.

DEFINITIONS OF WORDS

Certain words or phrases will have specific meanings. They are defined as below.

“Accident/Accidental”

means a sudden and unforeseen event.

“Business”

means the business insured by this Policy, with the business carried on at the Premises located at the situation specified in the Schedule.

“Bodily Injury/Injury”

means bodily injury to any Employee or Insured Person caused solely by violent Accidental external means and which is independent of any other causes.

“Building”

means building structure including landlord's fixtures and fittings therein and thereon (but excluding foundations and drains and structure being built of bricks, stones, concrete or reinforced concrete and roofed with concrete or reinforced concrete), which You use for the purpose of the Business.

“Company/We/Us/Our”

means Dah Sing Insurance Company Limited.

“Company's Indemnity”

means indemnity provided under this Policy including costs and expenses incurred by You or on Your behalf with Our written consent.

“Contents”

means Property at the Premises, consisting of:

- a) all business equipment or machinery, fixtures and fittings, deeds, documents, cables, pipes and signs and all other contents belonging to You for which You are responsible,
- b) tenants' improvements, and
- c) Your personal effects and those of any of Your directors, partners or Employees,

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.

“Disease”

means a disease contracted by Your Employee as a result of his exposure to the nature of his employment with You. Such exposure may extend over a period of time and part of which period may fall outside the Period of Insurance under this Policy.

“Earnings”

means as defined under the Employees' Compensation Ordinance, (Chapter 282 of the Laws of Hong Kong) such as wages, salaries, bonus, allowance and all other benefits paid by the employer to Employees.

“Employee”

means any person employed under a contract of service with You as defined under the *Employees Compensation Ordinance* (Chapter 282 of the Laws of Hong Kong) and its amendments.

“Excess”

means the first amount shown in the Schedule for which You shall be responsible and which shall be deducted from the adjusted claim for any insured Loss or Damage.

“Geographical Area”

means

- (a) Worldwide under “Section (3) Employees' Compensation” only;
- (b) Hong Kong under all other Sections unless otherwise specified.

“Hong Kong”

means Hong Kong Special Administrative Region of the People's Republic of China.

“Insured/You/Your”

means the insured named in the Schedule.

“Loss/Damage”

means physical loss of or physical damage to the Property caused by or arising from an Accident which is insured by this Policy and "Lost/Damaged" shall be construed accordingly.

“Money”

means bullion, current coinage, bank notes, currency notes, cheques (including non-negotiable cheques), travellers cheques, credit card vouchers, postal notes, money orders and unused postage stamps owned by You.

“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).

“Occurrence”

means an event, including continuous or repeated exposure to substantially the same general conditions which results in Bodily Injury or Property Loss or Damage.

“Ordinance”

means the *Employees' Compensation Ordinance* (Chapter 282 of the Laws of Hong Kong).

“Period of Insurance”

means the period of cover shown in the Schedule.

“Policy”

means these policy terms and conditions, the Schedule and any endorsements attached or to be attached thereto which shall be read together as one contract.

“Pneumoconiosis” and “Mesothelioma”

have the same meaning as respectively assigned to those expressions in the *Pneumoconiosis and Mesothelioma (Compensation) Ordinance* (Chapter 360 of the Laws of Hong Kong).

“Premises”

means the situation shown in the Schedule You occupy at which Your Business is transacted.

“Property”

means tangible property.

“Schedule”

means the schedule attached to and incorporated into this Policy.

“Stock”

means stock in trade consisting of merchandise and trade sample belonging to You or in Your custody whilst on the Premises, but excluding antique, painting, china, porcelain, dangerous goods, electronic parts (including CPU, I.C., ram, flash card and the like), mobile phone / tablet computer, Money, negotiable instrument (e.g. securities, voucher, coupon, etc.), value pertaining in document, valuables (including jewellery, gold, silver, precious stones), unlawful goods, used goods, live creature (e.g. live animal, bird, fish, etc.), vegetation or growing crop and tree, or any item exceeding HK\$10,000, unless specially mentioned in the Schedule.

“Proposal Form and Declaration”

means any signed proposal form and declaration and any information supplied by or on Your behalf in addition thereto or in substitution therefor.

Unless the context otherwise requires, words and expressions importing the masculine gender also include the feminine and neuter genders, and words and expressions in singular include the plural ones and words and expressions in plural include the singular ones.

SECTION 1 - BUSINESS CONTENTS

(Items 1 – 2 are only applicable if they are respectively shown as being operative in the Schedule)

Our liability under Section 1 (including all insurance limit provided under Section 1) shall not exceed HK\$300,000 in any one Period of Insurance.

Item 1 - Contents

In the event of Accidental physical Loss of or Damage to the insured Contents, We will pay You the value of the Contents at the time of the Loss or the amount of the Damage, or at Our option reinstate or replace such Contents or any part thereof.

We will pay the cost of reinstatement or replacement of Damaged Contents to a condition similar to but not better nor more extensive than their condition when new.

We will deduct an amount for wear and tear if You do not repair or replace the Damaged Contents.

Limits of Indemnity

Our indemnity under Item 1 shall not exceed in respect of:

- | | |
|--------------------------------------------------------------------------------------------------|-------------|
| (a) any one item of Business equipment or machinery (unless specially mentioned in the Schedule) | HK\$200,000 |
| (b) personal effects belonging to any one director, business partner or Employee | HK\$20,000 |
| (c) Computer System records | HK\$20,000 |

The cover provided under item (c) above is limited to the cost of clerical labour and the value of materials used in reproducing the items and not for the intrinsic value contained therein or attached thereto. "Computer System" shall have the same meaning as defined under "Extension to Section 1" below.

Item 2 - Stock

In the event of Accidental physical Loss of or Damage to the insured Stock, We will pay You the value of the Stock at the time of the Loss or the amount of the Damage, or at Our option reinstate or replace such Stock or any part thereof. The amount payable will not exceed the maximum limit of HK\$100,000 for any one Period of Insurance.

Extensions to Section 1

(a) Cleaning and Sanitizing Expense

We will reimburse You a maximum of HK\$3,000 for the expense of cleaning and/or sanitizing service as a result of confirmed pandemic case occurred at the Premises during any one Period of Insurance. The pandemic as mentioned under this paragraph is referring to the pandemic as announced by the World Health Organisation.

(b) Computer System and External Data Media (non-production)

We will pay for:

- (i) Damage to Your Computer System forming part of the Contents insured under Section 1 and contained within the Premises caused by its own electrical or mechanical breakdown or derangement, unless those specifically excluded, in a manner necessitating repair or replacement of the Damaged items or parts that caused the breakdown or derangement.
This extension applies whether the insured items are at work or at rest, or being dismantled for the purpose of cleaning, overhauling or of being shifted within the Premises, or in the course of the aforesaid operations themselves, or during subsequent re-erection, but in any case only after successful commissioning.
- (ii) the amount that the External Data Media which contains information stored thereon and is kept in the Premises, which can be directly processed in Computer Systems, suffer any physical Damage indemnifiable under item (i) above of this extension. However, the coverage provided for the information stored in the External Data Media under this item (ii) is only limited to restoring the insured External Data Media by replacing the Lost or Damaged External Data Media with new materials and the cost of clerical labour and the value of materials used in reproducing the information stored in the Lost or Damaged External Data Media and not for the intrinsic value contained therein or attached thereto.

We will indemnify You in respect of such Loss or Damage, as hereafter provided, at Our option, by payment in cash, replacement or repair with maximum of HK\$100,000, in any one Period of Insurance. We will pay the cost of replacement or repairing of Lost or Damaged Computer System and/or External Data Media (as the case may be) to a condition similar to but not better nor more extensive than their condition when new. We will deduct an amount for wear and tear if You do not repair or replace the Damaged Computer System and/or External Data Media (as the case may be).

Definitions for this extension:

"Computer System"

means computer hardware, associated devices, network equipment and allied peripheral equipment and other tangible components in connection with Your Business and for ordinary clerical purpose.

"External Data Media"

means the materials carrying data such as tapes, cards, disks or other materials in a form directly useable by the Computer System, which is kept in the Premises. It does not cover the actual stored data.

This extension does not cover:

- a. any portable device including but not limited to portable computer and tablet computer;
- b. any claim which is covered under supplier's or manufacturer's warranty at the time of Loss or Damage;
- c. any claim resulting from any Computer System, External Data Media or device which is more than five (5) years old;
- d. any loss or damage resulting from repair, maintenance and alterations;
- e. any claim due to defects or defective workmanship;
- f. any bulbs, valves, rubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics, sieves or fabrics, or any operating media;
- g. any claim caused by vandalism or damage by a person lawfully in the Premises;
- h. any loss or damage due to failure or interruptions of any public utility supply;
- i. any rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement;
- j. any loss or damage due to restriction imposed by local public authorities concerning the reconstruction or operation of the electronic data processing equipment insured;
- k. any loss or damage caused by false programming, punching, labelling or inserting, inadvertent cancelling of information or discarding of data media and from Loss of information caused by magnetic fields;
- l. any loss or damage as a result of the necessary funds not being available in time for repairing or replacing damaged or destroyed equipment; and
- m. the cost of any alterations, additions, improvements or overhauls undertaken at the time of repair of Loss or Damage insured by this extension and the cost of any temporary repairs and the consequence thereof.

This extension (except the definition of Computer System herein) is subject to the Property Cyber and Data Loss Exclusion (LMA5401) under the General Exclusions.

(c) Damage to Premises (theft)

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.

Our liability under this extension shall not exceed HK\$20,000 for any one Period of Insurance.

(d) Fixed Glass Extension

We will be liable for the cost of replacing all fixed glass on windows, doors, fanlights, partitions, plus all sanitary ware within the Premises which belong to You or for which You are legally responsible following Accidental breakage, including the cost of temporary boarding up until the glass is replaced.

This extension does not cover:

- (i) silvered, lettered, bent or ornamental glass;
- (ii) cracked or scratched glass; and
- (iii) loss or damage resulting from repairs or alterations to the Premises.

The maximum amount We will pay in total in any one Period of Insurance is HK\$20,000 and subject to an Excess of HK\$3,000 in respect of each and every claim.

(e) Office Equipment whilst at Employee's home (WFH)

We will pay for Loss of or Damage to Your office equipment whilst at Your Employees' permanent residence in Hong Kong, arising from fire, lightning, explosion, typhoon or theft involving forcible and violent means of entry into or exit from his residence. Provided that:

- You have authorised Your Employees to take such office equipment away from the Premises and working in his permanent residence in Hong Kong; and
- mobile phone and tablet computer are not covered under this extension.

Our liability under this extension shall not exceed HK\$50,000 in any one Period of Insurance.

(f) Replacement of Energy Saving Equipment

In the event of Loss of or Damage to business equipment and You choose to replace the Damaged business equipment with one with energy label attached, We will allow You to claim for betterments of maximum of 5% of the Damaged business equipment and up to HK\$10,000 per Damaged business equipment. The replacement items should bear an energy label which is recognised under the Mandatory Energy Efficiency Labelling Scheme (MEEELS) through the Energy Efficiency (Labelling of Products) Ordinance (Cap. 598, Laws of Hong Kong). In the event the Lost or Damaged business equipment already bears an energy label, this extension will not apply.

(g) Signboard

We will pay for Damage to Your signboard installed and secured at the Premises belonging to You or for which You are responsible following Damage caused by the insured perils under this Section.

This extension does not cover:

- neon sign; and
- any loss or damage resulting from repairs, maintenance or alterations to the Premises.

Our liability under this extension shall not exceed HK\$5,000 for any one Period of Insurance.

(h) 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\$100,000 for any one Period of Insurance provided that Stock is insured under this Policy.

(i) Temporary Removal

We will pay for the Loss of or Damage to Contents other than deeds, non-negotiable documents, personal effects and sanitary ware, 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 the Building.

Our liability under this extension shall not exceed HK\$100,000 for any one Period of Insurance.

Exclusions to Section 1

This Section does not cover:

(a) the Excess as specified in this Policy;

(b) any loss or damage in respect of:

- antique, painting, china, porcelain;
- dangerous goods;
- electronic parts (including CPU, I.C., Ram, flash card and the like);
- mobile phone and tablet computer;
- money, negotiable instrument (e.g securities, voucher, coupon, etc.), value pertaining in documents, etc.;
- valuables (including jewellery, gold, silver and precious stones);
- unlawful goods;
- used items;
- living creature (e.g live animals, bird, fish, etc.);
- vegetation or growing crop and tree;
- goods in brittle or fragile nature (except any Damage caused by fire as a result of the breakage of such goods, provided such goods can be recognised as Property insured by this Policy); and
- any item over HK\$10,000, unless specially mentioned in the Schedule;

(c) loss or damage caused by scratching, denting or chipping, wear and tear, depreciation, gradual deterioration, rust, corrosion, moths, insects or vermin, damp, fungus, mildew or rot, atmospheric condition, inherent vice or defect, any process of cleaning, repairing or restoring any article, deformation or distortion;

(d) breakage of articles in brittle or fragile nature (except being covered under Fixed Glass Extension under Section 1 and/or any Damage caused by fire as a result of that breakage, provided such articles can be recognised as Property insured by this Policy);

(e) mechanical or electrical breakdown, failure, breakage or derangement (except being covered under Extension under Section 1 – Computer System and External Data Media (non-production) and/or any Damage caused by fire as a result of that breakdown, failure, breakage or derangement);

(f) loss of or damage to any electrical machine, plant, apparatus or any portion of the electrical installation arising from or caused by its own over-running, excessive pressure, short circuiting (except being covered under Extension under Section 1 – Computer System and External Data Media (non-production)), self-heating, arcing or leakage of electricity arising from whatever cause (lightning included);

(g) disappearance, misfiling or misplacing of information, any shortage discovered whilst preparing an inventory or during stocktaking or any unexplained loss or damage;

(h) the value to You of the information contained in documents, maps, plans, records and Computer System records and/or the cost of their restoration (except being covered under this Section);

(i) theft unless accompanied by violence or threat of violence to persons, or forcible and violent entry into or exit from the Premises;

- (j) fraud or dishonesty of Your Employees or any other person lawfully in Your Premises;
- (k) living creatures (e.g. live animal, bird, fish, etc.) or vegetation or growing crops and trees;
- (l) consequential loss of any kind;
- (m) cost and expenses arising from loss, destruction or damage caused by pollution or contamination, except destruction or Damage to the Property insured by this Policy caused by pollution or contamination resulting from a peril hereby insured against;
- (n) change of temperature or humidity, failure or inadequate operation or any variation in temperature of an air-conditioning, cooling or heating system;
- (o) failure of the supply of water, gas, electricity or fuel (except being covered under this Section), or the deliberate act of the suppliers of water, gas electricity or fuel;
- (p) failure of design, fault, defect or omission in designs, plans or specifications;
- (q) shrinkage, evaporation, loss of weight, change in flavour, colour or texture, action of light, or exposure to weather conditions when Property is left in the open or not contained in fully enclosed buildings;
- (r) the insured Property's own fermentation, natural heating or spontaneous combustion, or by its undergoing any heating or drying process;
- (s) Property damaged as a result of its undergoing any process;
- (t) machinery during installation, removal or re-sitting (including dismantling and re-erection) if directly attributable to such operations; and
- (u) collapse or cracking of buildings.

SECTION 2 – PERSONAL ACCIDENT

In the event of the proprietor(s) / director(s) of the Insured, who is aged between eighteen (18) and sixty-five (65) years (hereinafter referred to as "Insured Person"), sustains a Bodily Injury arising out of an Accident occurring in Hong Kong and in connection with Your Business during the normal business hours in the Period of Insurance, and such Bodily Injury has resulted in death or Permanent Total Disablement of Insured Person within twelve (12) months after the date of Accident, We will pay HK\$500,000 to the Injured Insured Person, provided that the Insured Person is not Your Employee under the Ordinance.

Special Conditions:

- i. Compensation paid for Injury to any one Insured Person shall not exceed HK\$500,000 and once payment is made, no further payment shall be made for any subsequent Injury to that Insured Person however it arises.
- ii. In the event of Injury, the Insured Person must obtain and follow the advice of a qualified western medical practitioner.
- iii. We reserve the right to require the Insured Person to be examined at any time by a qualified medical practitioner as instructed by Us.

Exclusions to Section 2

This Section does not cover:

- (a) self-inflicted Injury, suicide (whether felonious or not) or any attempt thereat whether sane or insane, fighting (except in bona fide self defence), provoked assault, resistance to arrest, intoxication or drugs or alcohol;
- (b) engage in a sport in a professional capacity or where the Insured Person would or could earn income or remuneration from engaging in such sport;
- (c) the Insured Person flying or travelling in an aircraft other than as a fare-paying passenger with a licenced carrier on a scheduled domestic or international route or on a duly licenced air charter service;
- (d) the Insured Person engaged in service or duty with the police of any armed force of fire service or security guard service of any country;
- (e) any kind of sickness or disease even if contracted by Accident; and
- (f) any pre-existing condition.

Definition for Section 2:

- (a) "Permanent Total Disablement" means the state of the Insured Person is prevented from engaging in each and every occupation or employment for compensation or profit for which the Insured Person is reasonably qualified by the Insured Person's education, training or experience, or if the Insured Person has no business or occupation, it means the disability of the Insured Person to perform any activities which would normally be carried out by the Insured Person in his/her daily life; and such disability has continued for twelve (12) consecutive months and must be certified by a qualified western medical practitioner to be total, continuous and permanent for the remainder of the Insured Person's life.

SECTION 3 - EMPLOYEES' COMPENSATION

Now this Policy witnesseth that if any Employee in Your immediate employ as specified in the Schedule sustains Bodily Injury or death by Accident occurring or Disease contracted during the Period of Insurance within the Geographical Area and arising out of and in the course of his employment in Your Business, We will subject to Policy Limit of Liability (as set out below) and subject to the Schedule and to the terms, exclusions and conditions contained in or endorsed on this Policy (all of which are hereinafter collectively referred to as "The Terms of this Policy") indemnify You against Your legal liability in respect of such Bodily Injury or death under the Ordinance and independently of the Ordinance to pay compensation, damages and claimant's costs and expenses and also indemnify You against costs and expenses incurred by or on Your behalf with Our written consent in connection therewith.

Provided that, in the event of any change to the Ordinance during or subsequent to the Period of Insurance altering Your legal liability under the Ordinance, Our liability under this Policy shall be limited to such sums as We would have been liable to pay if the Ordinance had remained unaltered.

Further provided that:

- (a) the due observance and fulfilment of The Terms of this Policy in so far as they relate to anything to be done or not to be done or to be complied with by You; and
- (b) the truth of the statements and answers in the Proposal Form and Declaration and the Estimated Earnings Declaration (the declaration as explained in the item (a) under the 'Insurance Premium') and the Actual Earnings Declaration (the declaration as explained in the item (b) under the 'Insurance Premium')

shall be conditions precedent to Our liability to make payment or to provide indemnity under this Policy.

Exclusions to Section 3

This Section does not cover:

- (a) Your liability to employees of Your contractors;

- (b) any liability which attaches to You by virtue of an agreement but which would not have attached in the absence of such agreement;
- (c) any sum which You would have been entitled to recover from any party but for an agreement between You and such party;
- (d) any person who is not an "employee" within the meaning of the Ordinance;
- (e) any liability arising from Pneumoconiosis or Mesothelioma or Noise-Induced Deafness;
- (f) any late payment surcharge or fines for which You may become liable under the Ordinance;
- (g) any Injury by Accident or Disease where We have not been given sufficient notice of the institution of proceedings in a court or tribunal to enable Us to be added as a party to the proceedings; and
- (h) Your liability to any Employee who has not been specified in the Schedule.
- (i) Your liability to any Employee whose occupation is not specified in the Schedule or is excluded as specified in the Schedule.

Avoidance of Certain Terms and Right of Recovery

If We are obliged by the Ordinance to pay an amount for which We would not otherwise be liable under this Policy You shall forthwith repay such amount to Us.

Insurance Premium:

- (a) Prior to the commencement of the Period of Insurance, the Insured shall supply the Company with a declaration estimating the Earnings of the Employees (defined as the 'Estimated Earnings Declaration'), such amount shall not exceed the Total Earnings to be covered by this Policy, (whose particulars have now been specified in the Schedule) during the Period of Insurance.
- (b) In the event of the actual total Earnings of Your Employees covered by this Section exceeds the Total Earnings as specified in the Schedule for any one Period of Insurance, We shall have absolute discretion to charge an additional premium as stated in the Schedule.

You are required to keep a proper record of the details of Your Employees covered by this Section (whose particulars have been specified in the Schedule) from time to time during the Period of Insurance including (without limitation) the name, Hong Kong identity card number, class of employment and Earnings of every Employee covered by this Section and retain them in a safe place. You shall at all reasonable times allow Us to inspect and obtain copies of such records.

- (c) If You fail to cooperate with Us in submitting the completed Premium Adjustment and Declaration of Earnings Form, without prejudice to Our any other rights, We shall retain the discretion not to renew this insurance upon expiry of this Policy.

Policy Limit of Liability

- (a) In respect of any Accident or Disease giving rise to a claim or claims against You for which indemnity is provided under this Policy, Our indemnity to You including costs and expenses incurred by You or on Your behalf with Our 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 Your liability in respect of a Disease contracted by an Employee due to the nature of his employment with You 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 Limit of Liability to You under all insurance policies shall not exceed the Policy Limit of Liability 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 You under this Policy shall be limited to such proportion of Your 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 Our 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 You for which indemnity is provided under this Policy, We may pay to You the full amount of Our 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 You after We shall have relinquished such conduct or for any Loss Damage or expenses caused to You in consequence of any Our act or omission in connection therewith or of Our relinquishing such conduct.

Conditions to Section 3:

1. As a condition precedent to liability of the Company, the Insured hereby warrants to submit full information of MPF contributions of all Employees (whose particulars have been specified in the Schedule) as requested by the Company. If there shall be discrepancy between the information submitted and as specified in the Schedule of this Policy, the Company shall have the right, at its discretion, to adjust claims payment, request additional premium or cancel the Policy.

2. Terrorism Endorsement

(applicable to Section 3 - Employees' Compensation, which shall supersede General Exclusions item b)

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 ("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 Liability shall be such amount which We actually receive from the Government of the Hong Kong Special Administrative Region of the People's Republic of China ("Government") pursuant to an Agreement for Provision of Facility dated 17th April 2002 between the Government and Us (as may be amended or supplemented from time to time), under which the Government agreed to make available to Us and other direct insurance companies authorised to underwrite employees' compensation insurance business in Hong Kong a facility to enable them to meet claims under employees' compensation insurance policies in respect of death and injury arising out of an event of terrorism ("Facility Agreement");
- (b) We will only be required to make payment after We have received from the Government (i) an approval letter confirming that We

should settle the claim and (ii) payment under the Facility Agreement; and

- (c) for the avoidance of doubt, We shall have no obligation to make payment if for whatever reason We do 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 Our breach of the Facility Agreement or the Loss falling within the exceptions or any other conditions leading to no payment for the Loss of the Facility Agreement, or the Facility Agreement ceasing to operate 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 organisation or government, for political, religious, or ideological purposes with an intention to influence any government and/or to put the public, or any section of the public, in fear.

If We allege that the Loss falls within the scope of this Endorsement, the burden of proving the contrary shall be upon You.

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

Words and phrases in this Endorsement shall have the same meaning as in this Policy.

Extensions to Section 3

(a) **Business Trip**

This Section is extended to provide world-wide cover for non-manual Employees, as specified in the Schedule, who are normally residents in Hong Kong but temporarily working outside Hong Kong, sustaining Bodily Injury or death by Accident occurring or Disease contracted during the Period of Insurance and arising out of or in the course of Your employment, for the purpose of business trip including travelling as passengers to and from Hong Kong.

(b) **Meal and lunch time**

In the event of Your Employees, as specified in the Schedule, staying in the Premises in Hong Kong during meal and lunch time sustaining Bodily Injury or death by Accident occurring or Disease contracted during the Period of Insurance and, such Injury or death shall be deemed to be arisen out of and in the course of employment, provided that this extension is subject to the provisions and limitations of the Ordinance. Under no circumstances should the Injury or death be self-inflicted or attributable to the Employee's addiction to drugs or under influence of alcohol or attributable to or resulting from serious and wilful misconduct of the Employees.

(c) **Temporary Working From Home (for clerical)**

This Section is extended to cover Your non-manual Employees, as specified in the Schedule, whilst temporarily working in his permanent residence in Hong Kong sustaining Bodily Injury or death by Accident occurring or Disease contracted during the Period of Insurance and arising out of or in the course of Your employment during Your normal Business hours.

within the Period of Insurance.

Provided that the work is of a purely clerical nature and You have a proper record of prior written approval allowing such Employee for working from home.

SECTION 4 - PRIVACY DATA LOSS

(This Section is only applicable if it is shown in the Schedule)

We will indemnify You for Loss by reason of a Privacy Claim (as defined below) first occurs and made against You and reported to Us during the Period of Insurance resulting from any Privacy Wrongful Act (as defined below) from which:

- You become legally obligated to pay on account of any claim; and
- You incur in responding to any Regulatory Proceeding (as defined below).

We will reimburse You for the Loss You have incurred in responding to any Regulatory Proceeding first made against You and reported to Us during the Period of Insurance or any extended reporting period, if applicable, for a Privacy Wrongful Act, provided such Privacy Wrongful Act first occurs during the Period of Insurance.

Provided always that Our liability for all payments for all Losses covered under this Section is limited to the amount as stated in the Schedule.

Definitions for Section 4:

(a) Notwithstanding anything to the contrary above, "**Computer System**"

specifically for the purpose of this Section means computer hardware and software, and the Electronic Data stored thereon, as well as associated input and output devices, data storage devices, networking equipment, components, firmware and electronic backup facilities, including systems accessible through the internet, intranets, extranets or virtual private networks.

(b) "**Electronic Data**"

means information that exists in electronic form, including personal information. Electronic Data does not include software.

(c) Notwithstanding anything to the contrary above, "**You**" / "**Your**" / "**Insured**"

specifically for the purpose of this Section means :

- i. the insured named in the Schedule;
- ii. Your directors, officers, Employees, partners or shareholder, but only whilst acting within the scope of their duties in such capacity; and
- iii. any independent contractor for whom you assume vicarious liability for their acts or omissions in the performance of Your work.

(d) Notwithstanding anything to the contrary above, "**Loss**" / "**Losses**"

specifically for the purpose of this Section means the following "**Damages**" and "**Defense Expense**":

i. "**Damages**"

means compensatory damages, any award of prejudgment or post-judgment interest and settlements which You become legally obligated to pay as a result of a Privacy Claim against You. This shall not include :

- Defense Expense;
- any amount for which You are not legally obligated to pay;
- matters uninsurable under the laws pursuant to which this Policy is construed;
- the cost to comply with any injunctive or other non-monetary relief;
- the loss, offset or return of fees, commissions, royalties, bonuses or profits by You or the cost to re-perform any services;

- disgorgement of any profit, remuneration or financial advantage to which You are not legally entitled;
- any amounts other than those which compensate solely for a loss caused by a Privacy Wrongful Act, unless specifically provided for in this Policy;
- taxes, sanctions, fines or penalties, unless such taxes, sanctions, fines or penalties are imposed pursuant to Privacy Regulations or result from a Regulatory Proceeding;
- any aggravated, punitive or exemplary damages;
- the cost to design, upgrade, maintain, or improve a Computer System, including correcting any deficiencies or problems; and
- any consideration owed or paid by or to You, including any royalties, restitution, reduction, disgorgement or return of any payment, charges, or fees; or costs to correct or re-perform services related to products, including for the recall, loss of use, or removal of products.

ii. **“Defense Expense”**

means the reasonable and necessary legal advisor fees, costs, charges and expenses incurred by or on Your behalf in the defense or appeal of a Privacy Claim. This does not include salaries, wages, overhead or benefit expenses associated with Your directors, officers or Employees or any amount paid by Us or any other insurer pursuant to any policy or policies of insurance, other than this Policy, under which there is a duty to defend.

(e) **“Privacy Wrongful Act”**

means any actual or alleged act, error, omission, neglect or breach of duty by You, someone for whom You are legally responsible, or an independent contractor, that results in an unauthorised disclosure, loss or theft of:

- Personal Data (as defined below) in Your care, custody or control;
- corporate information in Your care, custody or control that is specifically identified as confidential and protected under a nondisclosure agreement or similar contract; or
- a violation of any privacy regulation or legislation in Hong Kong associated with the collection, care, custody, control, use, or disclosure of Personal Data.

(f) **“Privacy Claim”**

means

- i. a written demand against You for monetary damages or non-monetary relief;
- ii. a civil proceeding against You seeking monetary damages or non-monetary or injunctive relief, commenced by the service of a complaint, statement of claim, or similar pleading;
- iii. an arbitration proceeding against You seeking monetary damages or non-monetary or injunctive relief; or
- iv. Regulatory Proceeding (as defined below).

(g) **“Personal Data”**

means

- i. an individual's name, Hong Kong Identity Card number or national insurance number, medical or healthcare data, other protected health information, driver's license number, account number, credit card number, debit card number, access code or password that would permit access to that individual's financial account or any other non-public personal information as defined in the Privacy Regulations, address, telephone and email address; and
- ii. any other non-public personal information as defined in Privacy Regulations (as defined below), in any format, if such information creates the potential for an individual to be uniquely identified or contacted.

(h) **“Privacy Regulations”**

means regulations or legislations in Hong Kong associated with the collection, care, custody, control, use or disclosure of Personal Data.

(i) **“Regulatory Proceeding”**

means a request for information, demand, suit, civil investigation or civil proceeding by or on behalf of a government agency or a statutory body, commenced by service to You of a complaint, statement of claim, formal notice of investigation or similar pleading alleging the violation of Privacy Regulations as a result of Your Privacy Wrongful Act, which may reasonably be expected to give rise to a covered Privacy Claim (other than a Regulatory Proceeding) under this Section.

(j) **“Trade Secret”**

means information, including a formula, pattern, compilation, program, device, method, technique or process, that derives independent economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain value from its disclosure or use, so long as reasonable efforts have been made to maintain its secrecy.

(k) **“Wrongful Employment Practices”**

means any actual or alleged violation of employment laws or any other legal provisions relating to any individual's actual or prospective employment relationship with You.

Exclusions to Section 4

(a) the Excess as specified in this Policy;

(b) Loss alleged to be, based upon, arising out of or attributable to:

- a Privacy Wrongful Act actually or allegedly committed prior to the beginning of the Period of Insurance if, on or before the earlier of the effective date of this Policy You knew or reasonably could have foreseen that the Privacy Wrongful Act did or could lead to any Loss;
- any prior or pending litigation, Privacy Claim, demand, arbitration, administrative or Regulatory Proceeding or investigation filed or commenced against You, and of which You had notice, on or before the earlier of the effective date of this Policy or the effective date of any policy issued by Us of which this Policy is a continuous renewal or a replacement, or alleging or derived from the same or substantially the same fact, circumstance or situation underlying or alleged therein;
- any Privacy Wrongful Act, fact, circumstance or situation that has been the subject of any notice given under any other policy before the effective date of this Policy;
- any other Privacy Wrongful Act whenever occurring which, together with a Privacy Wrongful Act that has been the subject of such notice;

- directly or indirectly resulting from, in consequence of, or in any way involving the unauthorised, surreptitious, or wrongful use or collection of Personal Data by You or the failure to provide adequate notice that Personal Data is being collected or used;
 - any discrimination of any kind;
 - any humiliation, harassment or misconduct based upon, arising out of or related to any such discrimination;
 - any Wrongful Employment Practices;
 - any bodily injury. However, this exclusion shall not apply to any mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock that arises out of a Privacy Wrongful Act as expressly covered under this Section;
 - physical damage to, destruction of or loss of tangible Property including the loss of use thereof at any time resulting therefrom;
 - Loss of use of tangible Property which has not been physically injured or destroyed, provided such loss of use is caused by physical damage of other tangible Property; for the purpose of this Policy, Electronic Data is not tangible Property;
 - fire, smoke, explosion, lightning, wind, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, act of God or any other physical event, however caused;
 - any mechanical or electrical failure, interruption or outage, however caused, including any electrical power interruption or surge, brownout, blackout, short circuit, over voltage, or power fluctuation or outage to gas, water, telephone, cable, satellite, telecommunications, the internet or any component thereof including hardware or software or any other infrastructure, provided however, in respect of any loss, this exclusion shall not apply to any failure, interruption, or outage of telephone, cable or telecommunications under Your direct control which is the result of Your Privacy Wrongful Act or a denial of service attack directed against Your Computer Systems; and
 - any claim, dispute or issues with the validity, invalidity, dilution, violation or misappropriation of any intellectual property, patent or Trade Secret, any infringement of copyright, service mark, trade name or trade mark by or on behalf of You.
However, this exclusion shall not apply to the extent any claim alleges an inadvertent disclosure of a Trade Secret that constitutes a Privacy Wrongful Act;
- (c) Losses directly or indirectly caused by, arising out of or in any way connected with Your conduct, or of any person for whose conduct You are legally responsible, that involves:
- committing or permitting any knowing or wilful breach of duty, or violation, of any laws;
 - committing or permitting any criminal, deliberately fraudulent or deliberately dishonest act or omission; and
 - any actual or attempted gain of personal profit, secret profit or advantage by You to which You were not entitled;
- (d) claim brought or maintained by You, or on Your behalf, or any other natural person or entity for whom or which You are legally liable, arising out of a Privacy Claim; and
- (e) for breach of any express, implied, actual or constructive contract, warranty, guarantee, or promise, including liquidated damages provisions or any liability assumed by You.

Conditions to Section 4 :

- (a) **Coverage Territory**
To the extent permitted by the regulations and laws of Hong Kong (which expression is for this purpose taken to include but not be limited to any trade or economic sanctions applicable to either party), and subject to the terms of this Policy, it covers Privacy Wrongful Act committed and Privacy Claims made anywhere in Hong Kong.
- (b) **Cross Liability**
Each of the parties comprising You under this Section is considered a separate legal entity and the word "You" applies to each party as if a separate Policy had been issued to each of the said parties but nothing contained in this clause will operate to increase the Limit of Liability under this Section.

GENERAL EXCLUSIONS

This Policy does not insure any destruction of or damage to any Property or any consequential Loss or any legal liability, any Bodily Injury or death, to any person directly or indirectly caused by, or contributed to, or arising from:

- (a) **Radioactive Exclusion Clause**
Loss, damage, cost or expense of whatsoever nature, any Bodily Injury or death to any person 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:
- (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; For the purpose of this exception, combustion includes any self-sustaining process of nuclear fission; or
 - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
 - (iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- (b) **War and Terrorism Exclusion Clause**
Loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, any Bodily Injury or death to any person 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:
- (i) 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
 - (ii) 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
 - (iii) any action taken in controlling, preventing, suppressing or in any way relating to (i) or (ii) above.
- (c) **Sonic Bangs Exclusion Clause**
Loss or damage, any Bodily Injury or death to any person directly occasioned by pressure waves caused by aircraft and other aerial

devices travelling at sonic or supersonic speeds.

(d) Pollution Exclusion Clause

This Policy does not cover cost and expenses arising from loss, destruction, damage, Bodily Injury or death caused by seepage, pollution or contamination except destruction, damage, Injury or death caused by seepage, pollution or contamination resulting from a peril hereby insured against.

(e) Political Risks Exclusion

This Policy does not cover loss or damage, any Bodily Injury or death to any person occasioned directly or indirectly by or through or in consequence of any of the following Occurrences namely:

- (a) permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority; or
- (b) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person; provided that We are not relieved of any liability to You in respect of physical Damage to the Property insured occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy; or
- (c) the destruction of Property by order of any public authority.

(f) Total Asbestos Exclusion Clause

This Policy shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or damage, any Bodily Injury or death to any person directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

(g) Sanction Exclusion Clause

We shall not provide cover nor shall We be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of any jurisdiction applicable to Us.

(h) Limited Communicable Disease Exclusion (LMA5503) – applicable to all sections except Section 3 - Employees' Compensation

- a) Notwithstanding any provision to the contrary within this Policy, 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 (as defined below) 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.
- b) Subject to the other terms, conditions and exclusions contained in this Policy, this Policy will cover physical Damage to Property insured under this Policy and any Time Element Loss (as defined below) directly resulting therefrom where such physical Damage is directly caused by or arising from any of the following perils:
fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, rainstorm, hail, tornado, cyclone, typhoon, hurricane, earthquake, seaquake, seismic and/or volcanic disturbance / eruption, tsunami, flood, freeze, ice storm, weight of snow or ice, avalanche, meteor/asteroid impact, landslip, landslide, mudslide, bush fire, forest fire, riot, riot attending a strike, civil commotion, vandalism and malicious mischief.

Definitions for this item (i):

“Communicable Disease”

means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- i. 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
- ii. 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
- iii. 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.

“Time Element Loss”

means business interruption, contingent business interruption or any other consequential losses.

(i) Property Cyber and Data Loss Exclusion (LMA5401) – applicable to all sections except Section 3 - Employees' Compensation and Section 4 - Privacy Data Loss

- a) Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, this Policy excludes any:
 - i. Cyber Loss (as defined below); or
 - ii. 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 loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data (as defined below), 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.
- b) In the event any portion of this Exclusion is found to be invalid or enforceable, the remainder shall remain in full force and effect.
- c) This Exclusion supersedes and, if in conflict with any other wording in the Policy or any endorsement / exclusion thereto having a bearing on Cyber Loss (as defined below) or Data loss, replaces that wording.

Definitions

a) **“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 (as defined below) or Cyber Incident (as defined below), including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

b) **“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 (as defined below).

c) **“Cyber Incident”**

means:

- i. 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
- ii. 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.

d) Notwithstanding anything to the contrary above, **“Computer System”**

specifically for the purpose of this Exclusion means:

any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured of any other party.

This definition does not apply to the extension of Computer System and External Data Media (non-production) under Section 1.

e) **“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.

If We allege that by reason of the above General Exclusions any claim is not covered by this Policy, then the burden of proving that the claim is covered shall be upon You.

GENERAL CONDITIONS

The conditions which appear in this 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.

(a) **Business Nature Exclusion**

The nature of work/ operation of Your Business must not be engaging in i) catering, ii) logistics / transportation, iii) body massage, iv) physical training, v) renovation/maintenance/installation works, vi) operating heavy machinery/equipment and vii) handling fresh meat / fish, viii) work at height (over 9 feet) / underground / on vessel.

(b) **Contracts (Rights of Third Parties) Ordinance Exclusion**

Any person or entity who is not a party to this Policy shall have no right or rights under the *Contracts (Rights of Third Parties) Ordinance* (Chapter 623 of the Laws of Hong Kong) and any subsequent amendment or revision or replacement thereof to enforce any of its terms under any circumstances whatsoever.

(c) This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure of any material fact.

(d) **Notices**

Every notice or communication to be given or made under this Policy shall be delivered in writing to Us and in the case of notice or communication to You to Your address specified in the Schedule.

(e) **Right of Inspection**

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

(f) **Assignment**

No assignment of interest under this Policy shall bind Us unless Our written consent is first obtained and endorsed hereon.

(g) **Legal Requirements Warranty**

You warrant that You shall duly comply with and observe all provisions requirements and regulations of

(i) Fire Services Department;

(ii) Labour Department;

(iii) *Dangerous Goods Ordinance* (Chapter 295 of the Laws of Hong Kong);

(iv) *Factories and Industrial Undertakings Ordinance* (Chapter 59 of the Laws of Hong Kong); and

(v) *Public Health and Municipal Services Ordinance* (Chapter 132 of the Laws of Hong Kong),

including any notice given or requirements made pursuant to the same the breach and/or disregard of which or any part of which may materially affect or increase the risk hereby insured except only that this warranty shall not apply in respect of any ordinance, provision, requirement, regulation or notice expressly waived by Us by endorsement on this Policy.

(h) **Prevention of Loss**

You must take all reasonable steps to safeguard against Accident, Injury, illness, death, Disease, Loss or Damage, including in particular:

(i) the selection and supervision of Employees;

(ii) the securing of all doors, windows and other means of entrance;

(iii) the prevention of Bodily Injury, death 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; and

(iv) complying with all statutory obligations.

(i) **Change of Risk** (Acceptance of Change is only applicable if it is shown in the endorsement(s) on this Policy)

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

a) any merger with or acquisition of another company or Business;

b) the Insured or any subsidiary or holding company of the Insured being placed in voluntary liquidation receivership or liquidation or entering into a composition with its creditors or being unable to pay its debts from its own resources;

c) any material change in the nature of the Business;

d) the actual Total Earnings &/or the number of Employees exceed those stated in the Schedule;

e) any change is made in Premises, or their occupancy, or the risk of Loss, Damage or Accident is increased;

f) Your Premises are unoccupied for more than thirty (30) consecutive days; or

g) 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.

(j) **Alternative Dispute Resolution**

In the event of a dispute arising out of this Policy, the parties may settle the dispute through mediation in good faith in accordance with the relevant Practice Direction on civil mediation issued by the Judiciary of Hong Kong and applicable at the time of dispute. All unresolved disputes shall be determined by arbitration in accordance with the *Arbitration Ordinance* (Chapter 609 of Laws of Hong Kong as amended from time to time. The arbitration shall be conducted in Hong Kong by a sole arbitrator to be agreed by the parties. 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 stated that the obtaining of an arbitral award is a condition precedent to any right of legal action arising out of this Policy. If We shall disclaim liability to the person for any claim hereunder and You do not commence arbitration within twelve (12) calendar months from the date of such disclaimer, Your claim shall then for all purposes be deemed to have been withdrawn or abandoned and shall not thereafter be recoverable under this Policy.

(k) **Subrogation**

We have the right to proceed at Our own expense in Your name against third parties who may be responsible for an Occurrence giving rise to a claim under this Policy.

Other Insurance

If there is any other policy insured by other insurance company which also covers the same benefits as this Policy at the time of a claim, We will only be liable for Our proportionate share except for Section 2 – Personal Accident.

h) **Duplicate Insurance**

If You are covered under more than one insurance policy underwritten by Us, only the policy with the greatest compensation of the section(s) to claim will apply in claims and only the benefits thereunder be payable. The other policy/ policies is/are deemed to be void from inception and the premium will be refunded accordingly.

i) **Pair and Set Clause**

In the case of Loss of or Damage to any Property or properties, which are a part of a pair or a set, the measure of Loss of or Damage to such article or articles shall be the ratable proportion of the total value of the pair or the set, and in no event such Loss or Damage be construed to mean total Loss of the pair or the set.

j) **Time Adjustment Clause**

In the event of Loss of or Damage to the Property insured caused by typhoon, storm, tempest, flood or earthquake the amount of Excess as specified in the Schedule in respect of each and every such claim shall apply afresh and be deducted again in respect of any Loss or Damage occurring after seventy-two (72) hours freedom from typhoon, storm, tempest, flood or earthquake.

k) **Cancellation**

This Policy may be cancelled at any time:

- (i) by You on notice to that effect being given in writing to Us, in which case this Policy is subject to a minimum and non-refundable premium of HK\$2,000 (already plus other levy (if any)); or
- (ii) by Us on seven (7) days' advance notice to that effect being given in writing to Your last known address, in which case We shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

l) **Governing Law**

This Policy shall be governed and interpreted in accordance with the Laws of Hong Kong.

m) **Jurisdiction Clause**

We shall not be liable under this Policy in respect of judgments against You which are not in the first instance delivered by or obtained from a court of competent jurisdiction of Hong Kong.

n) **Legal Representative**

If You die, We will indemnify Your legal personal representative for any liability You had previously incurred during the Period of Insurance, provided that they comply with the terms of this Policy.

o) **Renewal / Change of Cover**

- i. We have the absolute right to revise the premium rates, terms and conditions and terminate the coverage and/or this Policy upon each renewal by giving a 30 days' written notice to Your last known address / Your last known email address and the change (if applicable) will be effective from the next renewal date of this Policy.
- ii. This Policy will be automatically renewed annually provided We have successfully debited the renewal premium from Your authorized Dah Sing bank account / Dah Sing credit card as specified in the application or Schedule, unless :
 - We received Your written notice of termination before renewal date; or
 - a 30 days' written notice is given by US to Your last known address / Your last known email address.By the automatic renewal, You are deemed to represent warrant and undertake to Us in relation to the renewal.
- iii. Any change of this Policy initiated by You shall commence when the aforementioned change is approved and additional premium is received by Us; a relevant endorsement shall be issued by Us accordingly.

The relevant premium required for the change will be charged to Your nominated account.

CLAIMS CONDITIONS

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:

- (i) 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;
- (ii) 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 minimize any Loss or Damage, or any interruption or interference with the Business;
- (iii) forwarding to Us immediately upon receipt, every writ, summons, other legal process in connection with the claim;
- (iv) 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;
- (v) giving all necessary information and assistance that We may require, including written details of the claim You wish to make, and all relevant supporting documents, at Your expense or at the expense of any claimant in the form and nature required;
- (vi) not abandoning any Property for Us;
- (vii) report to the Hong Kong police as reasonably possible if the Loss or Damage is caused by theft or attempted theft or by riot, civil, labour or political disturbances or by vandals or malicious people; and
- (viii) 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:

- (i) 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.
- (ii) take over and deal with in Your name the defence or settlement of any claim made under this Policy.
- (iii) take proceedings in Your name, but at Our expense, to recover for Our benefit the amount of any payment made under this Policy.

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

Remarks: The Chinese translation of this Policy is for reference purposes only. In the event of any inconsistency between this English version and the Chinese translation, this English version shall prevail.

中小企商盈保 2.0

重要事項—當收到這份保險單時，請仔細閱讀保單內容，並且立即提出任何必需的修訂。

本保單條款及細則、承保表及任何已附加或將附加的批註須一併閱讀並應視為一份完整合約。載於本保單、承保表內之部分或任何已附加或將附加的批註而附特定涵義的任何詞彙或字句，於整份文件中均具有相同之特定涵義。

投保人的投保表格及聲明須一併納入於本保單內，並作為本保單之依據。由於投保人已向本公司申請及已繳付或同意繳付本保單之應付保費，以及在申請本保單時在投保表格及聲明的資料為真實及正確，本公司將按照本保單內的詞彙解釋、不保事項、限制、條款及細則或附加批註，作為向投保人理賠之根據。

詞彙解釋

本保單內之特定涵義的任何詞彙或字句，其意旨已於以下闡明。

意外 / 意外的

指突發及無法預見的事件。

業務

指在承保表上列明在物業內進行由本保單所保障的業務。

身體損傷 / 損傷

指僱員或受保人純粹由於意外、外在且獨立於任何其他因素而導致的身體損傷。

建築物

指建築結構包括業主固定於其上的裝置及裝修（但不包括地基及水管，以磚、石塊、混凝土或鋼筋混凝土建成及以混凝土或鋼筋混凝土蓋頂的結構），並由閣下作業務用途。

本公司 / 我們 / 我們的

指大新保險有限公司。

本公司的賠償

指本保單的賠償包括由閣下或經我們書面同意代表閣下承擔的費用和開支。

財物

指在物業內的物品，包括：

- (a) 所有業務設備或機器、固定裝置及裝修、契約、文件、電線、喉管及招牌及所有其他由閣下擁有和負責的財物；
- (b) 租戶的裝修；及
- (c) 閣下及閣下的董事、合夥人或僱員的個人財物；

但不包括存貨、金錢、證券或其他可轉讓票據、機票、首飾、錶、皮草、貴金屬或寶石或鑲有任何貴金屬或寶石的物件、或需特別投保的物品，除非在承保表上特別列明。

疾病

指閣下的僱員於閣下的受僱期間因暴露於工作環境及性質而感染的疾病。此類風險可能會持續一段時間，其中部分時間可能會超出本保單的保險期。

收入

指根據《僱員補償條例》（香港法例第282章）中的定義，泛指由僱主支付予僱員之工資、薪金、花紅、津貼及所有其他福利。

僱員

指閣下根據《僱員補償條例》（香港法例第282章）及其修訂所訂立僱用合約的受僱人士。

自負額

指在承保表中註明由閣下負責的金額，該金額將於任何受保的損失或損毀賠償中扣除。

香港

指中華人民共和國香港特別行政區。

投保人 / 閣下 / 閣下的

指在承保表上記名的投保者。

損失 / 損毀

指因本保單受保的意外引致或導致物品的物質性損失或物質性損毀，「遺失」/「損毀的」應據此解釋。

金錢

指閣下擁有的金條、硬幣、鈔票、紙幣、支票（包括劃線銀行本票）、旅行支票、信用咭存根、郵政票、現金匯票、未曾使用的流通郵票。

噪音所致的失聰

指與《職業性失聰（補償）條例》（香港法例第469章）所賦予的涵義相同。

事故

指發生一宗導致身體損傷或物品損失或損毀的事件，包括連續或重複暴露於實質上相同的一般狀況。

條例

指《僱員補償條例》（香港法例第282章）。

保險期

指承保表上列明的受保期間。

本保單

指本保單條款及細則、承保表及任何已附加或將附加的批註，全部應一併閱覽並視為一份完整合約。

塵肺病和間皮瘤

與《肺塵埃沉着病及間皮瘤（補償）條例》（香港法例第360章）所賦予的涵義相同。

物業

指在承保表上列明由閣下佔用及作業務用途的地址。

物品

指有形物品。

承保表

指附加於本保單並構成其一部分的承保表。

存貨

指商業存貨，包括存放於物業內並由閣下擁有或受委託保管的貨物和業務樣本，但不包括古董、畫作、瓷器、工藝陶瓷、危險品、電子零件（包括中央處理器、積體電路、隨機存取記憶體、快閃記憶體卡等）、手機／平板電腦、金錢、可轉讓票據（例如證券、購物券、優惠券等）、文件相關價值、貴重物品（包括珠寶、黃金、白銀、寶石）、非法貨品、二手貨品、生物（例如活生動物、鳥類、魚類等）、植被或生長中的農作物和樹木，或任何超過港幣10,000元的物件，除非在承保表上特別列明。

投保表格及聲明

指由閣下或閣下的代表提供的任何已簽署的投保表格、聲明及任何附加或替代資料。

除非上下文另有要求，否則，引入男性性別的詞語和表達也包括女性和中性性別，單數形式的詞語和表達包括複數，複數中的詞語和表達包括單數。

第一節 - 業務財物

（項目一至二只適用於在承保表上列明生效的保單）

我們在第一節所承擔的賠償責任（包括第一節提供的所有保險限額）在任何一段保險期內不得超過港幣300,000元。

項目一 - 財物

當受保財物發生意外損失或損毀，我們會以閣下的財物在發生損失或損毀時的價值作出賠償，或由我們決定修復或替換此財物或其部分。我們將支付重置或替換損毀財物的費用，以回復財物全新時的類似而非更佳的狀況。

若閣下不維修或替換損毀財物，我們會扣除損耗額。

賠償限額

我們在項目一的賠償額不會超過：

- | | |
|------------------------------|--------------|
| (a) 任何一件業務設備或機器（除非在承保表上特別列明） | 港幣 200,000 元 |
| (b) 任何一名董事、合夥人或僱員的個人物品 | 港幣 20,000 元 |
| (c) 電腦系統紀錄 | 港幣 20,000 元 |

上述(c)項所提供的保障僅限於文職人員的費用，以及用以複製有關項目的物料價值，而不是其中所包含或附加的內在價值。「電腦系統」具有與下文“第一節之額外保障”中釋義的相同含義。

項目二 - 存貨

當受保存貨發生意外損失或損毀，我們會以閣下的存貨在發生損失或損毀時的價值作出賠償，或由我們決定修復或替換此存貨或其部分。賠償額不會超過其替換的實際價值。我們根據此額外保障所承擔的賠償責任將不超過港幣100,000元。

第一節之額外保障

(a) 清潔和消毒開支

在何一段保險期內，若物業出現大流行疫症確診個案，以致需要進行清潔及 / 或消毒服務，我們將就有關開支向閣下賠償最多港幣 3,000 元。此段所述的大流行疫症是指由世界衛生組織宣佈的大流行疫症。

(b) 電腦系統及外部資料儲存媒體（非生產）

我們將支付以下各項：

- (i) 就構成第一節所述受保財物一部分並放置於物業內之閣下的電腦系統而言，若因其本身的電力或機械故障而導致損毀，賠償需要維修或替換造成故障的損毀項目或零件的金額（除非特別註明不承保）。
無論受保項目是處於運行或休息狀態，或因清潔、檢修或在物業內移動目的而被拆除，或在上述操作期間，或在隨後重新安裝期間（但在任何情況下須成功恢復運作），此額外保障均適用。
- (ii) 存有資料並放置於物業內，可經由電腦系統直接處理資料的外部資料儲存媒體遭到任何實質損毀，可按照此額外保障的上述第(i)項所述方式獲賠償的金額。然而，根據此第(ii)項所述就儲存於外部資料儲存媒體的資料所提供的保障，僅限於以新物料替換遺失或損毀的外部資料儲存媒體，以修復該受保外部資料儲存媒體的金額，以及文職人員的費用和用以複製儲存於已遺失或損毀的外部資料儲存媒體中的資料的物料價值，而不是其中所包含或附加的內在價值。
我們會就有關損失或損毀向閣下作出賠償，並如下文所述，由我們決定選擇以現金、替換或維修的方式進行，而在任何一段保險期內最高賠償額為港幣 100,000 元。我們將支付替換或維修遺失或損毀電腦系統及 / 或外部資料儲存媒體（視乎情況而定）的費用，以回復至全新時的類似而非更佳或更全面的狀況。若閣下不維修或替換損毀電腦系統及 / 或外部資料儲存媒體（視乎情況而定），我們會扣除損耗額。

此節額外保障的釋義：

電腦系統

指與閣下的業務相關並用作一般文書用途的電腦硬件、相關裝置、網絡設備和相關的周邊設備，以及其他有形組件。

外部資料儲存媒體

指放置於物業內用作承載資料，並可經由電腦系統直接使用的各種形式的媒體物料，例如磁帶、卡、磁盤或其他物料，但不包括其本身實際儲存的資料。

此節額外保障不承保以下各項：

- (a) 任何便攜式裝置，包括但不限於手提電腦及平板電腦。
- (b) 於發生損失或損毀時可獲供應商或製造商提供保養的任何索償。
- (c) 就使用時間超過五（5）年的任何電腦系統、外部資料儲存媒體或裝置提出的任何索償。
- (d) 因維修、保養及改動而造成的任何損失或損毀。
- (e) 因缺陷或工藝缺陷而引起的任何索償。
- (f) 任何燈泡、閥門、線管、線帶、保險絲、密封膠、皮帶、電線、鏈條、膠圈、可替換工具、蝕刻之滾筒、玻璃、瓷器或陶瓷製品、篩網或織物，或任何操作媒體。
- (g) 由合法進入物業的人士故意破壞或損毀而引起的任何索償。
- (h) 因任何公用事業供應故障或中斷而造成的任何損失或損毀。
- (i) 由擁有人依法或根據租賃及 / 或保養協議負責的任何出租或租用設備。
- (j) 因地方公共機關對受保電子數據處理設備的重建或操作施加限制而造成的任何損失或損毀。
- (k) 因錯誤編程、衝壓、貼標籤或插入、無意中取消資料或丟失數據媒體，以及由磁場引致起的資料損失而造成的任何損失或損毀。
- (l) 因未能及時提供必要資金以維修或替換損毀或毀壞的設備而引致的任何損失或損毀。
- (m) 在維修此節額外保障所承保的損失或損毀時進行任何更改、添加、改進或大修的費用，以及任何臨時維修及因而造成的費用。

除電腦系統的定義外，此節額外保障須受一般不保事項下的財產網絡及數據不保事項(LMA5401)所規限。

(c) 物業損毀（盜竊）

當財物或存貨被強行或以暴力方式進出物業進行盜竊或企圖盜竊而引致物業損毀，我們將賠償閣下須負責的物業維修費用。在任何一段保險期內，我們根據此額外保障所承擔的賠償責任將不超過港幣 20,000 元。

(d) 固定玻璃損毀之額外保障

我們將賠償在物業內屬於閣下或閣下在法律上需負責的窗、門、扇形窗或隔板上的固定玻璃、以及衛生設備內的固定玻璃，因意外破損而需替換的費用，並且包括以臨時木板封閉破爛玻璃的費用。

此額外保障並不包括：

- (i) 鑲銀、刻字、曲面或裝飾玻璃；
- (ii) 已破裂或刮花的玻璃；
- (iii) 物業因修葺或改建而引致的損毀。

我們在每一段保險期內最高賠償額為港幣 20,000 元，而每宗索償的自負額為港幣 3,000 元。

(e) 僱員家中的辦公設備（在家辦公）

當閣下的僱員在其香港永久居所工作期間，因火災、閃電、爆炸、颱風或盜竊（涉及以強行和暴力方式進入或離開其居所）而導致閣下的辦公設備損失或損毀，我們將作出賠償。

前提是：

- 閣下已授權閣下的僱員把該等辦公設備從物業帶返其在香港的永久居所以便工作；

- 此額外保障不承保手機及平板電腦。

在任何一段保險期內，我們根據此額外保障所承擔的賠償責任將不超過港幣 50,000 元。

(f) 更換節能設備

若業務設備損失或損毀，而閣下選擇把損毀的業務設備更換為附有能源標籤的業務設備，我們將允許閣下選擇「以較佳設備賠償」，最高賠償額為損毀業務設備的 5%，而每項設備的賠償額最多為港幣 10,000 元。用作替換的項目須附有根據《能源效益（產品標籤）條例》（香港法例第 598 章）獲強制性能源效益標籤計劃（MEELS）認可的能源標籤。若發生損失或損毀的業務設備本身已附有能源標籤，則此額外保障將不適用。

此額外保障不適用於「在物業外使用筆記本電腦」的額外保障。

(g) 招牌

當閣下安裝並固定於物業的招牌因此節所述受保原因而導致損毀後，我們將就這些屬於閣下或須由閣下負責的損毀招牌作出賠償。此額外保障不承保：

- 霓虹燈；
- 因物業進行維修、保養或改動而造成的任何損失或損毀。

在任何一段保險期內，我們根據此額外保障所承擔的賠償責任將不超過港幣 5,000 元。

(h) 運送途中的存貨

我們將賠償存貨在香港境內正常運送途中引致的損失或損毀，但不包括存貨因放置於無人看管的車輛、隔夜儲存倉或露天放置而造成的損失或損毀。

在任何一段保險期內，我們根據此額外保障所承擔的賠償責任將不超過港幣 100,000 元，前提是存貨必須為本保單的受保項目。

(i) 暫時遷離

當財物（但不包括契據、不可轉讓票據、個人財物或衛生設備）暫時搬離物業（但仍然在香港），以作清潔、維修、修理或其他類似目的時，但不包括我們將作出賠償，惟不包括因暴風、颱風或水浸所引致的損失或損毀，除非財物是放置於建築物內的。

在任何一段保險期內，我們根據此額外保障所承擔的賠償責任將不超過港幣 100,000 元。

第一節之不保事項

此節不承保：

(a) 在本保單或承保表上列明的自負額；

(b) 下所列存貨之損失或損毀：

- 古董、畫作、瓷器、工藝陶瓷；
- 危險品；
- 電子零件(包括中央處理器、積體電路、隨機存取記憶體、快閃記憶體卡等)；
- 手機及平板電腦；
- 金錢、可轉讓票據(例如證券、購物券、優惠券等)、文件相關價值；
- 貴重物品(包括珠寶、黃金、白銀及寶石)；
- 非法貨品；
- 二手貨品；
- 生物(例如活生動物、鳥類、魚類等)；
- 植被或生長中的農作物和樹木；
- 易碎/脆弱貨品(因有關破損而引致火災所造成的損毀除外)；及
- 任何超過港幣 10,000 元的物品，除非在承保表上特別列明

(c) 任何由刮損、凹陷或碎屑、磨損及撕裂、折舊、逐漸變壞、腐蝕、侵蝕、蟲蛀、昆蟲或害蟲、潮濕、真菌、霉菌或腐爛、大氣狀況、內在的缺陷或瑕疵、任何物件的清潔、維修或修復過程、變形或扭曲而引致的損失或損毀；

(d) 易碎或脆弱物件的破損（屬於第一節「固定玻璃額外保障」下的受保項目，及 / 或因有關破損而引致火災所造成的損毀除外）；

(e) 機械或電力故障、失效、毀壞或錯亂（屬於第一節「電腦系統及外部資料儲存媒體（非生產）額外保障」下的受保項目，及 / 或因有關故障、失效、毀壞或錯亂而引致火災所造成的損毀除外）；

(f) 任何電機、設備、裝置或電力裝置的任何部分因本身超速運行、壓力過大、短路（屬於第一節「電腦系統及外部資料儲存媒體（非生產）額外保障」下的受保項目除外）、由任何原因（包括閃電）引起的自燃、電弧或漏電所造成的損失或損毀；

(g) 失蹤、錯誤歸檔或錯誤放置資料，任何在整理存貨清單時或盤點發現的短缺或任何不可解釋的損失；

(h) 儲存於文件、地圖、計劃書、記錄及電腦系統記錄中的資料對閣下的價值及 / 或恢復的費用（屬於此節下的受保項目除外）；

(i) 偷竊除非以暴力或威脅暴力對人或強行和以暴力進出物業；

(j) 閣下的僱員或任何人合法地在閣下的物業內作出欺詐或不誠實行為；

(k) 生物（例如活生動物、鳥類、魚類等）或植被或生長中的農作物和樹木；

(l) 任何性質的間接損失；

(m) 因污染或沾污引致的損失或破壞或損毀的費用及支出，除非受保物品的破壞或損毀是由污染或沾污所致。

(n) 濕度及溫度改變，冷氣機、雪櫃或供熱系統的操作不足、或度改變；

(o) 供水、氣體、電力或燃料故障（屬於此節下的受保項目除外），或水、氣體、電力或燃料供應商的故意行為；

(p) 設計、計劃或規劃的設計錯誤、故障、缺陷或省略；

(q) 收縮、蒸發、重量損失，味道、色彩或質地的改變，光的作用、或當物品放於戶外或不是完全密閉的建築物內而暴露於天氣；

(r) 受保物品的自然發酵、自然加熱或自燃，或在經歷加熱或烘乾程序。

(s) 物品因經歷任何程序而損毀；

- (t) 安裝、搬遷或遷移（包括拆除及重新安裝）期間的機器（若直接歸因於該等操作）；
- (u) 建築物倒塌或爆裂。

第二節 - 人身意外

若在香港發生意外，導致年齡介乎十八（18）至六十五（65）歲之間的受保董事或經營者（以下稱為「受保人」）身體損傷，而有關身體損傷是在保險期內的一般營業時間，因閣下的業務關係所引致，並因有關身體損傷而於發生意外當日起計十二（12）個月內死亡或永久完全傷殘，我們將向受保人作出港幣 500,000 元的賠償，前提是受保人並非閣下在《僱員補償條例》（第 282 章）定義下聘請的僱員。

特別條款：

- i. 就任何一名受保人的損傷支付的賠償總額不得超過港幣 500,000 元，一旦作出賠償，則該受保人其後無論因任何情況所引致的損傷將不會再獲得賠償。
- ii. 若蒙受損傷，受保人必須獲得並遵循合資格的西醫的建議。
- iii. 我們保留權利，可隨時要求受保人按照我們的指示接受合資格醫生的檢查。

第二節之不保事項

此節不承保：

- (a) 自己造成的損傷、自殺（無論是否重罪）或任何企圖，無論是神誌清醒還是精神錯亂、打架（善意自衛除外）、挑釁性攻擊、抗拒逮捕、醉酒或吸毒或酗酒；
- (b) 以專業身份參與某項運動，或受保人因參與該項運動而將可或能夠從中賺取收入或報酬；
- (c) 受保人透過飛機飛行或旅遊，惟以付費乘客身份乘搭由持牌承運人安排的預定國內或國際航線或正式持牌的包機服務則除外；
- (d) 受保人在任何國家的任何軍隊、消防部隊或保安部隊服役或執勤；
- (e) 任何種類的疾病，即使是因意外而感染；及
- (f) 任何已存在之狀況。

第二節之釋義：

(a) 永久完全傷殘

指受保人不能從事根據其學歷、培訓或經驗的任何工作或受僱，而賺取報酬或利益。或在受保人並無從事任何職業或工作，則指其喪失應付日常生活事務的能力。且此等傷殘須已維持連續十二（12）個月，並需經醫生證實受保人的餘生屬於完全性、持續性及永久性的傷殘。

第三節 - 僱員補償

現在本保單證明若任何閣下聘用並列明在承保表內的僱員因意外或疾病在保險期間及地理區域內因閣下的業務關係在工作過程中導致身體損傷或死亡。我們將按照保單賠償限制（如下文所列）按照承保表內及本保單所列明的條款、不承保項目及條款（以下統稱為「本保單條款」），就《條例》及在獨立於該《條例》下，須為閣下就該等人身體損傷或死亡承擔法律責任而支付的補償和損害賠償，以及對索償人的費用及開支作出賠償；並且會就在我們的書面同意下，由閣下或其代表所引致的費用及開支作出賠償。

但在保險期間或之後如《條例》有任何修改，改變閣下的法律責任，我們在此節的賠償金額則限於《條例》未修訂前的承保金額。並且規定：

- (a) 閣下應遵守和履行本保單條款、任何事情有關要做或不做或將要遵守的；及
- (b) 於投保表格及聲明上提供真實的陳述和答案，以及預計收入聲明（「保費」下（a）項所述的聲明）和實際收入聲明（「保費」下（b）項所述的聲明）是我們承擔支付或提供賠償的先決條件。

第三節之不保事項

此節不承保：

- (a) 閣下對承判商的僱員之責任；
- (b) 閣下因協議而產生的任何責任，而若無協議閣下則無需負上該等責任；
- (c) 因閣下與任何人士協議而不能向該等本來可追討人士的追索數額；
- (d) 任何不符合《條例》中僱員定義的人士；
- (e) 任何因塵肺病和間皮瘤或噪音所致的失聰的責任；
- (f) 閣下按《條例》有責任支付的逾期付款或罰款；
- (g) 在法院或審裁處提出法律程序的任何由意外引致的身體損傷或疾病，但我們並無獲得充分通知，因而未能參與有關法律程序；及
- (h) 閣下對任何沒有在承保表中列明的僱員的責任。

豁免某些條款及追討權

如我們支付任何按《條例》規定並無責任支付的款項，閣下必須向我們償還有關款項。

保費

- (a) 在保險期尚未生效之前，閣下須向我們提供在保險期內受本保單保障（其詳情已在承保表中列明）的僱員的預計收入聲明，而閣下以此聲明為基礎。
- (b) 若閣下僱員的實際收入超過預計總收入，我們有絕對酌情權收取保費差額，其計算應基於保費率在本保單開始時收費，閣下須向我們補交按比例調整的保險費。閣下須在保險期內妥善記錄在保險期內所涵蓋的僱員的詳細資料（其詳情已在附表中指明），包括（不限於）姓名、香港身份證號碼、職業類別。本節涵蓋的每位員工的就業和收入，並存放在一個安全地方，以供我們在適當時候查閱及索取受本保單保障（其詳情已在承保表中列明）的僱員記錄之複本。

- (c) 假如閣下不予以合作，未能向我們提交已填妥的保費調整及收入申報表格，在沒有損害我們的其他權利情況下，我們可以在本保單到期時，不提供續保。

保單賠償限額

- (a) 就本保單為閣下承保的任何意外或疾病索償而言，我們向閣下作出的賠償，包括在我們書面同意下，由閣下或閣下的代表所引致的費用及開支，總額上限為列明於承保表上的「保單賠償限額」，無論在同一次意外事故或疾病感染中可能導致或造成多少名僱員身體損傷或死亡。
- (b) 就閣下對僱員於受僱期間，超過一段保單保險期感染疾病所須承擔的任何責任而言：
- (i) 我們根據所有保險保單向閣下作出的賠償總額，包括閣下或其代表所引致的費用及開支，將不得超過僱員在受僱期間首次感染疾病時生效的保單所列賠償限額；及
- (ii) 在不抵觸本文(b)(i)段的限制下，我們根據本保單向閣下作出的賠償，包括閣下或其代表所引致的費用及開支，將以閣下就有關疾病所須承擔的責任比例為上限，即若僱員在本保單保險期內的受僱期間感染疾病，則須就有關疾病在整個受僱期作出賠償。
- (c) 若任何意外事故或疾病導致我們須向超過一名投保人作出賠償，本文(a)及(b)段所述有關我們的責任限制將適用於向所有投保人作出的賠償總額。
- (d) 如出現任何足以就本保單作出索償的意外事故或疾病，我們可隨時向閣下支付本文(a)或(b)段所述有關我們責任部分的全數款額（扣除任何已支付的賠償），或有關索償的較低和解款額，以及放棄任何與索償有關的抗辯、和解或訴訟行為，其後亦毋須承擔有關行為的任何補償、損害或費用，或閣下在我們放棄有關行為後所產生的任何費用或開支，或因我們的任何有關行為或遺漏，或我們放棄該等行為而令閣下招致的任何損失、損害或開支。
- (e) 在符合保費(b)段的規限下，閣下如不足額申報收入，我們會因此按比例減少償付閣下須補償其受傷僱員的金額，閣下需按比例承擔賠償餘額。如閣下沒有向我們申報實際收入金額，閣下在保險期生效時提交的估計收入金額將視作實際收入金額，並以此釐定是否投保不足。

第三節之條款：

1. 作為本公司承擔責任的先決條件，受保人特此保證按本公司的要求提交所有僱員（其個人資料載列於承保表）的強積金供款詳情。若提交的資料與本保單承保表所列者不一致，本公司有權酌情調整理賠金額、要求繳交額外保費或取消本保單。
2. **恐怖主義活動條款（適用於「第三節 - 僱員補償」保障，並將取代一般不保事項的項目b）**
- 不論本保單或其任何批註中含有任何相反條款，現謹此同意因任何恐怖活動或因採取任何行動以控制、預防或遏止恐怖活動，或以任何方式與任何恐怖活動有關而直接或間接引致、產生或造成受保人因意外或疾病而身體損傷或死亡（「損失」），無論損失是否由任何其他因素或事件同時或以任何時序所引致：

- (a) 保單賠償限額將為我們接獲中華人民共和國香港特別行政區政府（「政府」）的實際款額，即根據政府與我們在2002年4月17日訂立的融資協議條文（經不時修訂或補充），政府同意向我們及其他獲授權在香港從事僱員賠償承保業務的其他直接保險公司作出的融資額，以便按僱員賠償保險保單，就恐怖主義活動所造成的死亡及受傷作出賠償（「融資協議」）；
- (b) 我們只會於接獲政府發出(i)批准通知書，確認我們應作出有關賠償；及(ii)收到政府根據融資協議所支付的賠款後，始須支付賠款；及
- (c) 為免生疑問，若我們因任何原因而沒有接獲政府根據融資協議作出的款項，無論這是否因政府認為損失並不納入融資協議的賠償範圍之內，或因我們違反融資協議，或損失屬於任何用的例外情況或不受保項目或存在有任何其他情況導致損失不獲融資協議賠償，或融資協議因結餘用盡而結束，或政府終止融資協議，我們亦沒有義務作出有關賠償。

就上述目的而言，恐怖主義活動指任何一名或多名人土因政治、宗教或意識形態目的而單獨、代表或聯同任何組織或政府使用武力、暴力、其他手段或威嚇，以企圖影響任何政府及/或引致公眾或部分公眾產生恐慌。

若我們宣稱損失屬於本批註所述範圍之內，提出任何相反舉證的責任須由閣下承擔。

倘若本批註的任何部分被視為無效或無法執行，其餘部分將仍具有十足效力及有效。

本批註內的字及詞組與本保單的意思相同。

第三節之額外保障：

(a) 公幹

此節額外保障為通常居於香港但就業務目的需要暫時在保險期內在香境外工作（包括以乘客身份往返香港出差）的非體力勞動僱員（如承保表所列）於受僱工作期間遭受身體損傷或死亡以提供全球範圍的保障。

(b) 用膳和午餐時間

若閣下留在香港物業內的僱員（如承保表所列）在用膳和午餐時間受傷或死亡，則該等損傷或死亡應被視為因受僱和在受僱過程中發生，前提是此額外保障須符合《條例》的條文和限制。在任何情況下，有關損傷或死亡均不得由僱員自己造成或歸因於僱員吸毒成癮或受酒精影響，或因僱員的嚴重和故意不當行為所造成。

(c) 暫時在家辦公（適用於文職人員）

此節額外保障承保閣下的非體力勞動僱員（如承保表所列），在保險期內在閣下的一般營業時間內暫時在其於香港的永久居所中工作並於受僱工作期間遭受身體損傷或死亡。

惟僱員的工作純粹為文書性質及閣下須事先書面批准該僱員在家辦公，並保留適當的紀錄。

第四節 - 私隱數據損失

(此節只適用於在承保表已列明提供此項保障的保單)

我們將支付閣下在保險期內因任何私隱不當行為而引致並首度針對閣下提出的私隱相關索償(釋義見下文)所造成,而閣下已向我們報告的損失,而基於有關私隱不當行為:

- 閣下在法律上有責任支付任何索償;及
- 閣下需要應對任何監管程序(釋義見下文)。

我們將賠償閣下因回應在保險期內或任何延長報告期內(如適用)因私隱不當行為而首度針對閣下提出並向我們報告的任何監管程序而遭受的損失,惟有關私隱不當行為須於保險期內首次發生。

惟我們根據此節就所有受保損失所承擔的賠償責任僅限於承保表所列明的金額。

第四節之釋義:

(a) 不論保險單內有任何相反的條文,就本節而言, **電腦系統**

指電腦硬件和軟件,以及其中所儲存的電子數據,以及相關的輸入和輸出設備、數據儲存裝置、網絡設備、組件、固件和電子備份設施,包括可透過互聯網、內聯網、外聯網或虛擬專用網絡接連的系統。

(b) **電子數據**

指以電子形式存在的資料,包括個人資料。電子數據不包括軟件。

(c) 不論保險單內有任何相反的條文,就本節而言, **閣下 / 閣下的 / 投保人**

指:

- i. 在承保表上記名的投保者;
- ii. 閣下的董事、高級職員、僱員、業務夥伴或股東,但僅限於在其職責範圍內以此類身份行事;
- iii. 為閣下就承包商工作時的作為或不作為承擔替代責任的獨立承包商。

(d) 不論保險單內有任何相反的條文,就本節而言, **損失**

指損毀及辯護費用。

i. **損毀**

指補償性損毀賠償、任何判決前或判決後利息以及閣下因私隱相關索償而在法律上有責任作出的賠償。這不應包括:

- 辯護費用;
- 閣下並無法律責任支付的任何金額;
- 根據詮釋本保單的法律,無法投保的事項;
- 遵守任何禁令或其他非金錢救濟的費用;
- 閣下的費用、佣金、特許權使用費、獎金或盈利的損失、抵銷或退還,或重新執行任何服務的成本;
- 閣下被追繳在法律上無權獲得的任何盈利、酬金或經濟利益;
- 並非僅用作補償私隱不當行為所造成的損失之任何金額,除非本保單另有規定;
- 稅務、制裁、罰款或罰金,除非該等稅務、制裁、罰款或罰金是根據私隱條例徵收或因監管程序而產生;
- 任何加重、懲罰性或懲戒性的損毀賠償;
- 設計、升級、維護或改進電腦系統的費用,包括修正任何缺陷或問題;
- 由閣下欠付或支付或應付或已支付予閣下的任何作價,包括任何特許權使用費、恢復原狀、減少、追繳或退還任何付款、收費或費用;或修正或重新執行與產品相關的服務的費用,包括產品召回、使用損失或移除產品的費用。

ii. **辯護費用**

指在私隱相關索償的辯護或上訴過程中,由閣下或閣下的代表所引致的合理及必須的法律顧問費用、成本、收費及開支,但不包括與閣下的董事、高級職員或僱員相關的薪金、工資、間接費用或福利費用,或由我們或任何其他保險公司根據本保單以外的任何一項或多項保單支付的任何金額(根據有關保單有責任進行抗辯)。

(d) **私隱不當行為**

指閣下、閣下對其負有法律責任的人士或獨立承包商的任何實際或被指控的行為、錯誤、疏漏、疏忽或違反職責,導致以下資料未經授權披露、丟失或被竊:

- 由閣下看管、保管或控制的個人資料;或
- 由閣下看管、保管或控制的公司資料,而有關資料已特別註明屬於機密資料,並受保密協議或類似合約所保護;或
- 違反香港與收集、看管、保管、控制、使用或披露個人資料有關的任何私隱規例或法例。

(f) **私隱相關索償**

指

- i. 就任何金錢損害賠償或非金錢救濟而針對閣下提出的書面要求;
- ii. 由透過提交投訴、索償聲明或類似的訴狀開始,針對閣下提出的民事訴訟,以尋求金錢損害賠償或非金錢或禁令救濟;
- iii. 針對閣下提出的仲裁程序,以尋求金錢損害賠償或非金錢或禁令救濟;或
- iv. 監管程序。

(g) **個人資料**

指

- i. 個人姓名、香港身份證號碼或國民保險號碼、醫療或保健資料、其他受保護的健康資料、駕駛執照號碼、帳戶號碼、信用卡號碼、借記卡號碼、允許查閱該個人的財務賬戶登入代碼或密碼,或私隱規例中定義的任何其他非公開個人資料、地址、電話、電郵地址;及

ii. 私隱規例中定義的任何其他非公開個人資料；
無論以任何形式，若單就此類資料可能會使個人被識別或聯繫。

(i) **私隱條例**

指香港與收集、看管、保管、控制、使用或披露個人資料有關的規例或法例。

(j) **監管程序**

指由透過向閣下提交投訴、索償聲明、正式調查通知或類似的指控侵權行為開始，由政府機構或法定組織或其代表就因閣下的私隱不當行為而導致違反私隱規例提出資料徵求、要求、訴訟、民事調查或民事訴訟（可以合理預期會引起此節所承保的私隱相關索償（監管程序除外））。

(k) **商業秘密**

指只要作出合理努力保密，一般不為其他人士所知悉或易於確定的資料，包括公式、模式、彙編、程式、裝置、方法、技術或程序，有關資料可產生實際或潛在的獨立經濟價值，並可因其披露或使用而取得價值。

(l) **不當僱傭行為**

指任何實際或涉嫌違反僱傭法例或任何個人與閣下的實際或預期僱傭關係相關的任何其他法律規定的行為。

第四節之不保事項：

(a) 本保單上列明的自負額。

(b) 指稱因以下原因引起、導致、造成或可歸因於以下各項的損失：

- 在保險期開始之前實際或指稱干犯的私隱不當行為，若在本保單生效日期或較早期之前閣下已知悉或合理地可預見私隱不當行為已經或可能導致任何損失；
- 針對閣下而提出或開展的任何較早前或未決訴訟、私隱相關索償、要求、仲裁、行政或監管程序或調查，而閣下已於本保單生效日期或較早期之前，或由我們就本保單的續保或替換而簽發的任何保單生效日期或較早期之前收到通知，或指稱或源自其相關或指稱的相同或基本相同的事實、情況或狀況；
- 在本保單生效日期之前，根據任何其他保單作出的任何通知所涉及的任何私隱不當行為、事實、情況或狀況；
- 連同該通知所涉及的私隱不當行為一併出現的任何其他私隱不當行為（無論何時發生）；
- 由閣下未經授權、秘密或錯誤使用或收集個人資料，或未能就收集或使用個人資料而提供充分通知所直接或間接引致、造成或以任何方式涉及的結果；
- 任何形式的歧視；
- 基於任何此類歧視或由此引致或相關的任何羞辱、騷擾或不當行為；
- 任何不當僱傭行為；
- 任何身體損傷。然而，此不保事項將不適用於因此節明確承保的私隱不當行為所引致的任何精神損傷、精神痛苦、精神緊張、情緒困擾、痛苦和折磨或震驚；
- 有形物品的物理損毀、破壞或損失，包括由此導致在任何時間無法使用的損失；
- 有形物品在並無物理損毀或破壞下無法使用的損失，前提是有關無法使用的損失是由其他有形物品的物理損毀所造成；就本保單而言，電子數據並非有形物品；
- 火災、煙霧、爆炸、閃電、風暴、洪水、地震、火山爆發、海嘯、山體滑坡、冰雹、天災或任何其他物理事件，無論成為何因；
- 任何機械或電力故障、干擾或中斷（無論成為何因），包括任何電力中斷或電湧、斷電、停電、短路、電壓過高或電力不穩，供氣、供水、電話、有線電視、衛星通訊、電訊、互聯網或其任何組件（包括硬件或軟件或任何其他基建設施）中斷，惟就任何損失而言，此不保事項將不適用於因閣下的私隱不當行為或針對閣下的電腦系統的拒絕服務攻擊而引致閣下直接控制的電話、有線電視或電訊的任何故障、干擾或中斷；或
- 由閣下或閣下的代表對任何知識產權、專利或商業秘密的有效性、無效性、淡化、侵犯或盜用、任何侵犯版權、服務標誌、商號或商標而作出的任何索償、爭議或問題。

然而，此額外保障將不適用於任何聲稱因無意披露商業秘密而構成私隱不當行為的索償。

(c) 由閣下的行為或閣下對其行為負有法律責任的任何人士直接或間接造成、引起或以任何方式與之相關的損失，其中包括：

- 干犯或允許作出任何明知或故意違反職責或違反任何法律的行為；
- 干犯或允許作出任何犯罪、故意欺詐或故意不誠實行為或不作為；或
- 閣下無權獲得的任何實際或企圖獲得的個人利潤、秘密利潤或好處。

(d) 由閣下或閣下的代表，或閣下對其負有法律責任的任何其他自然人或實體，因私隱相關索償而提出或維持的索償。

(e) 違反任何明示、暗示、實際或推定的合約、保證、擔保或承諾，包括違約金條款或閣下承擔的任何責任。

第四節之條款：

(a) **保障區域**

在香港規例及法律允許的範圍內（就此目的而言，有關提述包括但不限於適用於任何一方的任何貿易或經濟制裁），並受本保單條款所規限，承保在香港任何地方作出的私隱不當行為和私隱相關索償。

(b) **交叉責任**

構成此節所述閣下的定義之每一方將被視作一個獨立法律實體，「閣下」一詞適用於每一方，猶如就述每一方簽發獨立保單一樣，但此條款的任何內容將不會導致此節所述的賠償限額增加。

一般不保事項

本保單不承保由下列各項直接或間接造成、導致或引致的任何物品破壞或損毀或任何後果損失或任何法律責任、任何人士的任何身體損傷或

死亡：

(a) 輻射污染除外條款

由下列項目直接或間接引起、導致或相關的任何損失、損毀費用或開支、任何人士的任何身體損傷或死亡，不論有否其他原因或事件同時或在任何其他時間促成的損失：

- (i) 電離輻射或放射性污染來自核燃料或來自核燃料所產生的核廢料；就此不保事項而言，燃燒包括任何核裂變的自行持續過程；或
- (ii) 放射性、毒性、爆炸性或其他類型危險品或污染物來自任何核設施、核反應爐或其他核配件或核部件組裝；或
- (iii) 任何使用原子能或核裂變和 / 或核聚變或其他類似的反應或放射動力或事物的戰爭武器。

(b) 戰爭及恐怖活動除外條款

由下列項目直接或間接、引起、導致或相關的任何損失、損毀、任何法律責任、費用或開支（包括任何性質的相關後果損失）、任何人士的任何身體損傷或死亡，不論有否其他原因或事件同時或在任何其他時間促成的損失：

- (i) 戰爭、入侵、外敵行動、戰鬥或類似戰爭的行動（無論宣戰與否）、內戰、叛亂、革命、起義、造反或由內亂引發的局部或全面起義、軍事政變或篡奪權力；或
- (ii) 任何恐怖活動，包括而不限於下列項目：
 - 使用或威脅使用武力、暴力；及 / 或
 - 使生命或物品受到傷害或損毀（或威脅這種傷害或損毀），包括但不限於核輻射及 / 或化學污染及 / 或生物化學製劑；經由任何人或團體，為了政治、宗教、意識形態或類似意圖的，以明示或以其他方式，及 / 或令公眾或任何部分公眾恐慌；或
- (iii) 採取任何行動或方式以控制、預防、制止或任何有關以上(i)或(ii)列舉的活動。

(c) 聲震除外條款

任何直接由以聲波或超聲波速度行駛的飛機或其他飛行裝置產生的壓力波所引致的損失或損毀、任何人士的任何身體損傷或死亡。

(d) 污染除外條款

本保單不承保任何因滲漏、污染或污染物引致損失、毀壞或損毀、身體損傷或死亡的費用及開支，除非該毀壞或損毀、損傷或死亡是由滲漏、污染或污染物受保風險引發的。

(e) 政治風險除外條款

本保單不承保由下列任何事故直接或間接、作為近因或遠因引起的損失或損毀、任何人士的任何身體損傷或死亡：

- (i) 永久或暫時沒收經由任何合法的法定權力所充公、國有化、強行徵募或徵用；或
- (ii) 永久或暫時剝奪任何被非法佔用的建築物；

但我們對 閣下在本保單承保的受保物品在沒收之前或暫時沒收的期間之毀壞，將不會免除任何責任；

- (iii) 任何公共機構命令的物品破壞。

(f) 石棉全面除外條款

本保單並不適用於且也不承保因各類型或數量的石棉或含石棉材料直接或間接引起、導致或引致損失、任何人士的任何身體損傷或死亡的任何實際或聲稱責任而引致的索償。

(g) 制裁除外條款

我們對於任何承保、支付索償或提供利益致使我們會面臨由聯合國的決議、貿易或經濟制裁或適用於我們的任何司法管轄範圍內的法律法規下的任何制裁、禁止或限制，則不會在此提供承保或有責任去支付任何索償或提供任何利益。

(h) 有限度的傳染病不保事項(LMA5503) – 適用於「第三節 - 僱員補償」保障以外的所有保障項目

- a) 儘管當中有任何相反規定，但本保單不承保由傳染病（釋義見下文）或其引起的恐懼或威脅（無論是實際或感覺上）所直接或間接造成、導致、引致、引起或與之相關的任何損失、損毀、責任、索償、費用或開支（不論其性質為何），而不論同時或以任何其他順序導致傳染病的其他原因或事件。
- b) 在不抵觸本保單所包含的其他條款、細則和不保事項的情況下，本保單將承保根據本保單對受保物品造成的實際損毀，以及以下任何風險直接引起或直接由此造成的時間要素損失：火災、閃電、爆炸、飛機或車輛撞擊、墮落的物體、暴風、暴雨、冰雹、龍捲風、旋風、颱風、颶風、地震、海底地震、火山震動 / 噴發、海嘯、洪水、凍結、冰暴、冰雪重壓、雪崩、流星 / 小行星撞擊、山崩、滑坡、泥石流、叢林大火、森林大火、暴動、參加罷工的暴動、內亂、故意破壞或惡意搗亂。

一般不保事項 (i) 之釋義

a) 傳染病

指可以透過任何物質或媒介從任何生物體傳播到另一生物體的任何疾病，其中：

- ii. 該物質或媒介包括但不限於病毒、細菌、寄生蟲或其他生物體或其任何變體（無論是否視為活體），及
- iii. 傳播（不論直接或間接）方法，包括但不限於空中傳播、體液傳播、從或向任何表面或物體傳播、固體、液體或氣體或生物之間的傳播，以及
- iv. 該疾病、物質或媒介足以或可能導致人類健康或人類福祉受損，或者足以或可能導致物品受到損害及損耗、令其損失價值、失去適銷性或失去用途。

b) 時間要素損失

指業務中斷，或有業務中斷或任何其他相應損失。

(i) 財產網絡及數據不保事項(LMA5401) – 適用於「第三節 - 僱員補償」及「第四節 - 私隱數據損失」保障以外的所有保障項目

- a) 儘管本保單或其相關批註當中有任何相反規定，但本保單不承保任何：

- i. 網絡損失（釋義見下文）；
- ii. 因任何資料的無法使用、功能減低、維修、更換、恢復或複製而直接或間接造成、導致、引致、引起或與之相關的任何性質的損失、損害、責任、索償、成本或費用，包括與該資料（釋義見下文）的價值有關的任何金額；

而不論同時或以任何其他順序導致前述各項的任何其他原因或事件。

- b) 若發現此不保事項的任何部分被視為無效或無法執行，其餘部分應保持完全有效。

- c) 如此不保事項與本保單或任何批註中的任何其他與網絡損失（釋義見下文）或數據有關的詞彙相衝突，則此不保事項將取代該詞彙。

一般不保事項 (j) 之釋義：

a) 網絡損失

指由任何網絡行動或網絡事件（包括但不限於在控制、防止、阻止或補救任何網絡行動（釋義見下文）或網絡事件（釋義見下文）

過程中採取的行動)直接或間接造成、導致、引致、引起或與之相關的任何損失、損毀、責任、索償、費用或開支(不論其性質為何)。

b) 網絡行動

指涉及對任何電腦系統(釋義見下文)之登入、處理、使用或操作的未經授權、惡意或犯罪行為或一系列相關的未經授權、惡意或犯罪行為,而不論其時間和地點,以及是否屬於威脅或騙局。

c) 網絡事件

指:

- i. 涉及對任何電腦系統之登入、處理、使用或操作的任何錯誤或遺漏或一系列相關的錯誤或遺漏;或
- ii. 對任何電腦系統之登入、處理、使用或操作的任何部分或全部不可用或故障,或一系列相關的部分或全部不可用或故障。

d) 不論保險單內有任何相反的條文,就一般不保事項而言,電腦系統

指:

- i. 任何電腦、硬件、軟件、通訊系統、電子設備(包括但不限於智能手機、筆記本電腦、平板電腦、可穿戴設備)、服務器、雲端或微控制器,包括上述各項的任何類似系統或任何配置,以及包括任何相關的輸入、輸出、資料存儲設備、網絡設備或備份設施,由任何其他方或投保人擁有或經營。

此釋義不適用於第一節下的電腦系統及外部資料儲存媒體(非生產)的額外保障。

e) 資料

指以電腦系統使用、登入、計算、處理、傳輸或存儲的形式記錄或傳輸的信息、事實、概念、代碼、數字、符號或表示日期的文字,或任何種類或其他信息。

若我們聲稱本保單基於以上一般不保事項而不承保任何索償,則提出反證的責任將由閣下負責。

一般條款

在本保單的條款及批註均為本合約的一部分及必須遵守,各條款在情況許可下,乃我們作出保障的先決條件。

(a) 業務性質除外條款

閣下的業務並不從事 i) 餐飲, ii) 物流/運輸, iii) 按摩, iv) 體育訓練, v) 裝修、保養或安裝工作, vi) 操作重型機械/設備, vii) 新鮮肉類/魚類處理, viii) 高空(超過 9 英尺)/地底/船上作業。

(b) 《合約(第三者權利)條例》除外責任

任何不是本保單某一方的人士或實體,不能根據《合約(第三者權利)條例》(香港法例第 623 章)及其後生效的修訂或更改或取代,在任何情況下強制執行本保單的任何條款。

(c) 當有虛報資料、錯誤陳述或沒有披露重要資料,本保單將會無效。

(d) 通知

所有根據本保單發出的通知或通訊須以書面提交我們,而向閣下發出的通知或通訊亦須以書面送達承保表所訂明的通訊地址。

(e) 檢查權

在合理的時間內,我們有權檢查業務中使用的工程機械設備和器械。

(f) 轉讓

除非先獲得我們書面同意及背書批註註明,否則,本保單的任何利益轉讓均不會對我們具有約束力。

(g) 法律規定保證條款

閣下必須切實遵守及執行由

- (i) 消防事務處;
- (ii) 勞工處;
- (iii) 《危險品條例》(香港法例第 295 章);
- (iv) 《工廠及工業經營條例》(香港法例第 59 章);
- (v) 《公眾衛生及市政條例》(香港法例第 132 章)

包括根據同樣機構所發生之任何告示或規定,倘破壞及/或忽略之或其中部分,可引致或增加現保之危險,惟經我們在本保單的背書批註取消之某項法例、章則、規定、規條或告示,則無須由受到本保證條款之約束。

(h) 預防措施

閣下必須合理地作保護措施以防止意外、損傷、病症、死亡、疾病、損失或損毀;尤其是:

- (i) 選擇及監督僱員;
- (ii) 所有門、窗及其他出入口的防禦;
- (iii) 防止身體損傷、死亡及物品損失或損毀,不售賣或提供有問題食物、飲品、貨物或器皿;及
- (iv) 遵守法定責任。

(i) 風險轉變(確認接受風險轉變,必須獲得我們背書批註註明)

在保險期內,如投保人或任何其他人士對本保險項下的風險做出任何重大變化,閣下必須立即以書面通知我們,包括但不限於:

- (i) 與其他公司或企業的任何合併或收購;
- (ii) 投保人或投保人的任何子公司或控股公司被置於自願清算、接管或清算狀態,或與其債權人達成和解協定,或無法利用其自身資源支付其債務;
- (iii) 業務性質的任何重大變化;
- (iv) 實際總收入和/或員工人數超過承保表規定的人數;
- (v) 閣下的業務、物業、或其佔用形式有任何改變,或當損失、損毀或意外風險提升;
- (vi) 閣下的物業連續超過三十(30)日沒有人佔用;及
- (vii) 閣下的權益終止(除非終止是根據遺囑或執行法律),或閣下的業務清盤,由清盤人或接管人接管,或永久停業。

(j) 替代性爭議解決方式

如有任何關乎本保單的爭議，爭議各方可以出於善意，以調解方式解決爭議。調解是根據有關當時適用香港司法機構的民事調解實務指示進行。所有未解決之保單爭議，一律按照香港特別行政區法例《仲裁條例》（香港法例第 609 章）及不時生效的修訂本規定進行仲裁。仲裁會由各方同意的唯一仲裁人在香港進行。如爭議各方未能商定仲裁人的人選，則由香港國際仲裁中心當時的主席委任。現明確規定，爭議各方必須完成仲裁裁決之先決條件，方可就本保單展開其他法律行動或訴訟。如我們不承認閣下於本保單下追索的賠償責任，而閣下並未於拒保後十二（12）個月內按本保單規定開始仲裁的程序，即被視作已撤銷或放棄索償權利，此後不得再就本保單進行任何追討。

(k) 代位權

我們有權以閣下名義就本保單的賠償，向有可能對事故所引致的索償負上責任的第三者作出追討，而有關追討費用由我們負責。

(l) 其他保險

本保單在索償期間，若有其他保險公司的保單提供相同保障，我們只會按比例賠償，但此限制不適用於第二節 - 人身意外。

(m) 重複保險

如閣下受到多於一份我們承保的保單所保障，則只有對項目有最大賠償額的保單才會適用於索償，而只有其下的利益會被支付。其他保單會被視為從保單成立時已無效，有關保費會被退回。

(n) 一對及一套條款

若損失或損毀物品為一對或一套組合的其中部分，對該項或該等物品的損失或損毀的估值應按照所佔該對或該套組合的總值的比例計算。在任何情況下，該等損失或損毀不應被視為損失整對或整套組合的價值。

(o) 時間調整條款

若因颱風、暴風、暴雨、水災或地震造成受保物品損失或損毀，在承保表上列明每次及每項索償自負額需在若因颱風、暴風、暴雨、水災或地震結束後七十二（72）小時起重新適用及再次扣減。

(p) 取消保單

本保單可於下列情況隨時取消：

- (i) 在閣下的書面取消通知我們生效後，我們將按照現行短期保費率扣除有效期間之保費，惟我們設有最低及不獲退還的保費額為港幣2,000元，已加上其他徵費（如有者），以較高為準；及
- (ii) 由我們於取消通知書生效前七（7）日寄至閣下最近已知的地址，這樣我們將按比例退還由取消日起計之未到期的保費。

(q) 管轄法律

本保單遵從香港之專有司法管轄權，並按香港法律詮釋。

(r) 司法管轄條款

若針對閣下的判決並非提交由香港具司法管轄權法院初審而作出的判決，我們不會根據本保單作出賠償。

(s) 合法代表

如閣下身故，我們將依照閣下在保險期內已招致的任何責任，向閣下的合法個人代表提供賠償，但有關合法個人代表必須遵守本保單的條款規定。

(t) 續保 / 修訂承保範圍

- i. 我們保留權利於每次續保時，修訂保費、條款及細則，以及終止保障及 / 或本保單。我們在本保單到期前 30 天向閣下發出相關更改通知書至閣下的最後已知地址 / 閣下最後已知的電子郵件地址，有關更改（如適用）將於本保單的下一個續保日期起生效。
- ii. 本保單將每年自動續保，前提是我們已成功從閣下在申請表或承保表指定的授權大新銀行賬戶 / 大新信用卡中扣除續期保費，除非：
 - 我們於續保日期之前收到閣下的書面終止通知書；或
 - 我們在本保單到期前 30 天向閣下發出不提供續保通知書至閣下的最後已知地址 / 閣下最後已知的電子郵件地址。通過自動續保，閣下被視為向我們作出保證和承諾自動續保。
- iii. 閣下發起對本保單的任何更改應於上述變動獲批准，並在我們接獲額外保費時開始；我們將相應發出相關的批註。有關變動所需的相關保費將從閣下的指定賬戶中扣除。

索償條款

我們將真誠處理閣下的所有索償，同樣地，索償的賠款取決於：

(a) 閣下遵守以下事項：

- (i) 當發生會引致本保單索償的事件時，須盡快通知我們。閣下不可未得我們書面通知前，承認責任、或開價、答應或賠款；
- (ii) 要盡快以書面向我們提供引致本保單索償的事件的全部內容，及必須採取合理方法盡量減輕損失或損毀，以及避免業務中斷或受阻；
- (iii) 當收到關於索償的單據、所有告票、傳票、或其他法律程序時，必須立即送交我們；
- (iv) 若閣下知道有任何事故可能會引致索償而將會發生的檢控、審訊或關於意外死亡發生的事，必須立即通知我們；
- (v) 提供我們所有必需資料及協助，包括以書面提供閣下索償內容及所有有關文件，並須由閣下或任何索償人以其方式或形式自費處理；
- (vi) 切勿代我們拋棄任何物品；
- (vii) 如損失或損毀是由盜竊、或企圖盜竊、暴亂或內亂、勞工或政治動亂或遭他人蓄意或惡意破壞所致，必須盡快向香港警方報案；及
- (viii) 閣下及任何閣下的代表不得作欺詐、錯誤或誇大索償，否則，我們不會就本保單作出任何賠償。

(b) 閣下明白我們有權：

- (i) 由我們決定修理、更換或恢復任何損失的或損毀的物件或其部分、或以現金賠償損失或損毀。
- (ii) 代表及以閣下名義就本保單作出答辯或賠償。
- (iii) 以閣下名義追討任何就本保單作出賠償後我們可追回的利益，但費用由我們負責。

任何其他可根據本保單提出索償者，也必須明白這細則及條款。

註：本保單的中文譯本只供參考之用，如與英文原文有任何歧異，概以英文本為準。