

BUILDING OWNERS' CORPORATION THIRD PARTY LIABILITY INSURANCE POLICY

Please read this Policy carefully and ensure that it meets your requirements.

This Policy, the Schedule and any Memoranda thereon 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 or Schedule shall bear such specific meaning wherever it may appear.

THE INSURED AND THE COMPANY AGREE

- (a) The Proposal shall be incorporated into and form the basis of the contract.
- (b) The Insured will pay the Premium specified in the Schedule.
- (c) The Company will provide insurance subject to the limits, terms, conditions and exclusions of this Policy in respect of any insured event occurring during the Period of Insurance.
- (d) The due observance and fulfilment of the terms, conditions and endorsements of this Policy relating to anything to be done or not to be done or to be complied with by the Insured; and the truth of the contents and statements in the Proposal, shall be conditions precedent to any liability of the Company under this Policy.

INSURING CLAUSES

Section 1 - Death or Bodily Injury

THE COMPANY WILL indemnify the Insured against legal liability for damages in respect of accidental Injury to or death of third parties occurring within the Geographical Limit during the Period of Insurance in connection with the Business of the Insured.

In respect of a claim for damages to which the indemnity expressed in this Policy applies, **THE COMPANY WILL ALSO** indemnify the Insured against:

- (a) all costs and expenses of litigation recovered by any claimant from the Insured,
- (b) all costs and expenses of litigation reasonably incurred with the written consent of the Company.

PROVIDED THAT in the event of any change to the Ordinance during or subsequent to the Period of Insurance altering the legal liability of the Insured under the Ordinance the liability of the Company under this Policy shall be limited to such sums as the Company would have been liable to pay if the Ordinance had remained unaltered.

Section 2 - Damage to Property

THE COMPANY WILL indemnify the Insured against legal liability for damages in respect of accidental Damage to tangible property belonging to third parties occurring within the Geographical Limit during the Period of Insurance in connection with the Business of the Insured.

In respect of a claim for damages to which the indemnity expressed in this Policy applies, **THE COMPANY WILL ALSO** indemnify the Insured against:

- (a) all costs and expenses of litigation recovered by any claimant from the Insured,

- (b) all costs and expenses of litigation reasonably incurred with the written consent of the Company.

DEFINITIONS

For the purposes of this Policy:

- (a) "The Business" means the Insured's operation as an owners' corporation in connection with the common parts of the building(s) as specified in the Schedule and no others. For the purpose of this definition, "corporation" and "common parts" shall have the meaning as defined under section 2 of the Ordinance.
- (b) "The Company" means MSIG Insurance (Hong Kong) Limited.
- (c) "Damage" means physical loss or damage, including resultant loss of use of the property physically lost or damaged. All such loss of use shall be deemed to occur at the time of the loss or damage giving rise thereto.
- (d) "Event" means one occurrence or all occurrences of a series consequent on or attributable to one source or original cause.
- (e) "Financial Loss" means any pecuniary loss, cost or expense unaccompanied by death, Injury or Damage.
- (f) "Geographical Limit" means the territorial limits of Hong Kong.
- (g) "Hong Kong" means the Hong Kong Special Administrative Region.
- (h) "Injury" means bodily injury and includes disease or illness.
- (i) "The Insured" means the owners' corporation of the building(s) specified in the Schedule.
- (j) "The Ordinance" means the Building Management Ordinance (Cap. 344 of the Laws of Hong Kong) and its subsidiary legislation and regulations.
- (k) "The Policy" means this Building Owners' Corporation Third Party Liability Insurance Policy, the Schedule and any memoranda and endorsements contained herein or endorsed hereon which shall be read together as one document and any word or expression to which a specific meaning has been assigned shall bear such meaning wherever it may appear.
- (l) "Pollutant" means any solid, liquid, biological, radiological, gaseous or thermal irritant or contaminant whether occurring naturally or otherwise including but is not limited to asbestos, smoke, vapour, soot, fume, fibre, mould, spore, fungus, germ, bacteria, virus, acids, alkalis, chemicals, nuclear or radioactive material of any sort, sewage and waste. Waste includes but is not limited to material to be recycled, reconditioned or reclaimed.
- (m) "Products" means all commodities, goods or products manufactured, sold, tested, processed or supplied (including those supplied as part of any service, rendered or contract work executed) by the Insured including any containers, packaging and instructions supplied therewith.
- (n) "The Proposal" means any signed proposal form and declaration and any information supplied by or on behalf of the Insured in addition thereto or in substitution therefor.

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

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

POLICY LIMIT OF INDEMNITY

The limit of the Company's liability for damages (including interest) and claimant's costs and expenses in respect of or arising out of any one Event in any one Period of Insurance shall not exceed the Limit of Indemnity (as specified below) irrespective of the number of parties entitled to indemnity under this Policy.

The Company will also pay within the Limit of Indemnity all other costs and expenses of litigation incurred with its written consent.

Limit of Indemnity for any one Event under Section 1 – Death or Bodily Injury:	<i>As per the amount specified in the Limit of Indemnity Clause</i>
---	---

Limit of Indemnity for any one Event under Section 2 – Damage to Property:	<i>As per the amount specified in the Limit of Indemnity Clause</i>
---	---

JURISDICTION CLAUSE

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

POLICY EXCESS CLAUSE

The Company shall not be liable for the amount of Excess if any as stated in the Schedule of this Policy in respect of each and every Event.

EXCEPTIONS

The Company shall not be liable under this Policy in respect of:

- (a) death, Injury or Damage caused by, arising out of or in connection with the ownership possession or use by or on behalf of the Insured or any person entitled to indemnity of any
 - (i) mechanically propelled vehicle and trailer attached thereto other than legal liability arising out of
 - the use of plant as a tool of trade on any site where the Insured is undertaking work where compulsory insurance or security in respect of legal liability to third party is not required by law
 - the use of plant at the premises of the Insured
 - the loading or unloading of any vehicle
 except where indemnity is provided by any motor insurance policy or by any other more specific insurance.
 - (ii) vessel, craft or device designed made or intended to float on or in or to travel through water air or space.
 - (iii) locomotives.
- (b) any liability required to be covered by a policy of insurance under section 6(1)(b) of the Motor Vehicles Insurance (Third Party Risks) Ordinance (Cap. 272 of the Laws of Hong Kong).
- (c) any claim arising under the Employees' Compensation Ordinance (Cap. 282 of the Laws of Hong Kong).
- (d) any liability arising out of a breach of any duty imposed by law in relation to

- (i) any building within the meaning of the Buildings Ordinance (Cap. 123 of the Laws of Hong Kong) erected in contravention of that ordinance; or
- (ii) any building works or street works carried out in contravention of the Buildings Ordinance (Cap.123 of the Laws of Hong Kong).

except in respect of all "designated exempted works" (as prescribed in the Building (Minor Works) Regulation) that has fulfilled the requirements of Section 39C(2), (3) and (4) of the Buildings Ordinance (Cap. 123 of the Laws of Hong Kong).

- (e) any claim arising out of liability assumed by the Insured under agreement unless such liability would have attached in the absence of such agreement.
- (f) damage to
 - (i) any structure or land due or alleged to be due to vibration or to the withdrawal or weakening of or interference with the support.
 - (ii) property owned, leased, rented or occupied by the Insured.
 - (iii) property held in trust by or in the custody or control of the Insured other than premises at which the Insured is undertaking work in connection with the Business.
 - (iv) that part of any property worked upon by the Insured or any person acting on behalf of the Insured which arises out of such work.
- (g) death, Injury or Damage caused by, resulting from or in connection with remedial or professional or other advice, service or treatment (other than medical first aid treatment) given, exercised, administered, prepared, rendered or agreed by the Insured or by any person acting on behalf of the Insured and any neglect, error or omission connected therewith.
- (h) death, Injury or Damage caused by:-
 - (i) contractor(s) of the Insured;
 - (ii) subcontractor(s) of the aforesaid contractor(s); or
 - (iii) persons engaged in or upon the service of such contractor(s) or subcontractor(s).
- (i) death, Injury or Damage directly or indirectly caused by or arising out of Pollutants.
- (j) any cost and expense arising out of any direction or request whether governmental or otherwise that the Insured evaluate, test for, monitor, clean up, remove, control, contain, treat, detoxify or neutralise Pollutants.
- (k) any claim arising out of the nature or conditions of any Products.
- (l) liability in respect of:
 - (i) personal injury, death or bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination.
 - (ii) the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.
 - (iii) fines, penalties, punitive or exemplary damages.
- (m) any claim of whatsoever nature directly or indirectly caused by or contributed to by or arising from the Human Immune Deficiency Virus (HIV), the Acquired Immune Deficiency Syndrome Related Complex (ARC), the Acquired Immune Deficiency Syndrome (AIDS), any HIV, ARC or AIDS related virus complex or syndrome.
- (n) all claims and losses based upon arising out of directly or indirectly resulting from or in consequence of or any way involving:

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

(o) any Financial Loss.

(p) 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 Insureds own website, Internet site, web address and/or via the transmission of electronic mail or documents by electronic means.

(q) War and Terrorism Exclusion

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

- (i) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, strike, 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.

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

(r) Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Exclusion

loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

- (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
- (v) any chemical, biological, bio-chemical, or electromagnetic weapon.

(s) Date Recognition Exclusion

any claim of whatsoever nature which arises directly or indirectly from or consists of the failure or inability of any

- (i) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device

(ii) 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 recognise 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

- recognising 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
- the operation of any command or logic which has been programmed or incorporated into anything referred to in (i) and (ii) above

(t) Infectious Disease Exclusion

The indemnity expressed in this Policy shall not apply to or include liability in respect of death or bodily injury including illness of any person directly or indirectly caused by infectious disease which is listed in the First Schedule of the Prevention and Control of Disease Ordinance (Cap. 599 of the Laws of Hong Kong) as at the date of the receipt by the Company of the Insured written notification of a claim identifying each and every person suffering from such death or illness, each and every place of occurrence and each circumstances thereof.

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.

AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

If the Company is obliged by the Ordinance to pay an amount for which the Company would not otherwise be liable under this Policy, the Insured shall forthwith repay such amount to the Company.

CLAIMS SETTLEMENT CONDITIONS

(a) **Reporting and Notice.** In the event of any occurrence which may give rise to a claim under this Policy (regardless of any Excess) the Insured shall immediately give notice thereof in writing to the Company with full particulars.

The Insured shall also give the Company notice in writing immediately the Insured becomes aware of any intention to prosecute the Insured any impending prosecution inquest or fatal inquiry in connection with any occurrence which may give rise to a claim under this Policy. Every letter, claim, writ, summons and process shall be forwarded to the Company immediately on receipt.

(b) **Conduct of Claim.** No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. The Insured shall give all such assistance as the Company may require.

- (c) **Company's Rights.** The Insured shall pay on demand the amount of Excess to the Company prior to settlement of any claim.
- (d) **Company's Option.** In connection with any claim or series of claims made against the Insured consequent on or attributable to one source or original cause the Company may at any time after the deduction of any Excess pay to the Insured the Limit of Indemnity (after deduction of any sums already paid as damages, claimant's costs and expenses) or any lesser amount for which such claims can be settled and thereupon the Company shall relinquish the control of such claims and be under no further liability in connection therewith except for additional costs and expenses for which the Company may be responsible under this Policy in respect of matters prior to the date of such payment.
- (e) **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.
- (f) **Waiver of Claims.** The Insured shall not become a party to any agreement the effect of which is that the Insured waives any claim which the Insured would otherwise have against any person in respect of or arising out of any occurrence resulting in liability on the part of the Insured for which indemnity is provided by this Policy or whereby any such claim is limited or qualified in any way.
- (g) **Subrogation.** The Company shall be entitled at its sole discretion to prosecute in the name of the Insured 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 moneys 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.
- (f) **Cancellation.** This Policy may be terminated at any time at the request of the Insured, in which case the Company will retain the customary short period rate for the time the Policy has been in force. This Policy may also at any time be terminated at the option of the Company in which case the Company shall give seven days' written notice to the Insured to that effect and be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.
- (g) **Premium Adjustment.** If any part of the Premium or Renewal Premium is based on estimates furnished by the Insured the Insured shall keep an accurate record containing all relative particulars and shall allow the Company to inspect such record. The Insured shall within one month from the expiry of each Period of Insurance furnish such information as the Company may require. The Premium or Renewal Premium shall thereupon be adjusted and the difference paid by or allowed to the Insured.
- (h) **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.
- (i) **Governing Law.** This Policy is subject to the exclusive jurisdiction of Hong Kong and is to be construed according to the laws of Hong Kong.
- (j) **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.

GENERAL CONDITIONS

- (a) **Notices.** Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company and in the case of notice or communication to the Insured to his address specified in the Schedule.
- (b) **Precautions.** The Insured shall take reasonable precautions to prevent death, Injury and Damage and to comply with all obligations and regulations set out in any legislation applicable or imposed by any authority and to maintain all buildings furnishings ways and works machinery and plant in sound condition. The Insured at his own expense shall cause any defect or danger to be made good or remedied as soon as possible after discovery and in the meantime shall cause such additional precautions to be taken as the circumstances may require.
- (c) **Change in Risks.** The Company shall not be liable if after this Policy has been effected the risk be increased from any cause whatsoever unless the Company has signified its assent thereto in writing.
- (d) **Right of Inspection.** The Company shall have the right and opportunity at all reasonable times to inspect the works machinery plant and appliances used in the Business.
- (e) **Assignment.** No assignment of interest under this Policy shall bind the Company unless the written consent of the Company is first obtained and endorsed hereon.

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 without your consent. 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 agents, contractors or third parties 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. 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 customer, 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 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.

If you do not provide us with your personal data, we may not be able to provide the Product you need or process your request.

We may use your personal data for:-

- processing and evaluating your insurance application and any variation or renewal of the Product;
- administration of the services and facilities in relation to the Product provided to you;
- conducting identity and/or credit checks;
- invoicing, processing payment instructions and collecting premiums and outstanding amounts from you;
- assessing and processing claims in relation to the Product;
- conducting statistical or actuarial research and/or analysis by us;
- automated decision-making processes, including profiling, for risk assessment and claims management;
- other ancillary purposes which are directly related to the above purposes;
- conducting matching procedures (as defined under the Ordinance);
- complying with applicable laws, regulations or any industry codes or guidelines; and
- detecting, investigating and preventing fraud and/or other illegal activity (whether or not relating to the Product issued in respect of this application).

In connection with any of the above purposes, the personal data that we have collected might be disclosed or transferred to the following persons and/or entities (who may be located within or outside of Hong Kong, or may process or store your personal data outside of Hong Kong):

- third party agents, contractors, service providers and advisors (including but not limited to debt collection agencies, credit reference bureaus or call centers) who provide administrative, communications, computer, data processing and storage, payment, security, information technology, marketing 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);

- loss adjudicators, claims investigators and medical advisors;
- reinsurers and reinsurance brokers;
- your insurance intermediary;
- our legal and professional advisors;
- our related companies as defined in the Companies Ordinance;
- the Hong Kong Federation of Insurers (or any similar insurance industry association or federation);
- the Insurance Complaints Bureau and similar industry bodies; and
- government agencies and authorities as required or permitted by law;
- the police and fraud investigation or prevention organizations;
- databases or registers (and their operators) used by the insurance industry to analyse and check information provided against existing information; and
- in the event that we transfer all or a substantial part of our business to another company, the transferee of that business, who may then use your personal data to continue carrying out that business.

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

MSIG also intends to use your name, your address, your phone number and email address from time to time to provide marketing materials and conduct direct marketing (including but not limited to promotion, marketing and sales) of the Product.

If you do not wish MSIG to use your personal data for direct marketing as 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 [“Enquiry form – Opt-out from direct marketing activities”](#) on our website at msig.com.hk. In your notification, you must supply the same required information as listed below.

☐

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.	
Full name:	
Contact number:	
HKID number:	(for identification purpose)
Policy/Certificate/Acknowledgement number (if you have one):	
Note: This instruction will override all previous instructions relating to direct marketing that have been given to MSIG.	

Under the Ordinance, you have the right to: (a) be informed of the kind of personal data held by us; (b) be informed of the main purposes for which personal data held by us are or are to be used; (c) request access to your personal data held by us; (d) request correction of your personal data held by us; and (e) ascertain our policies and practices in relation to personal data. 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：關於《個人資料（私隱）條例》（「條例」）的客戶通知

三井住友海上火災保險（香港）有限公司（下稱「**MSIG**」、「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

MSIG 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。**MSIG** 採取切實可行的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，除非得到您的同意，我們均不會出售您的個人資料給任何人。**MSIG** 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。此外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 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「保單產品」）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。

如您未能向我們提供您的個人資料，我們可能無法提供您所需的保單產品或處理您的請求。

我們可能將您的個人資料用於以下用途：

- 處理和評估您的保險申請及任何保單產品的變更或續保；
- 管理與保單產品相關的服務和設施；
- 進行身份和 / 或信用審查；
- 發出賬單、處理付款指示及向您收取保費和未結清款項；
- 評估及處理與保單產品相關的索償；
- 進行統計或精算研究和 / 或分析；
- 風險評估和索償管理的自動化決策過程，包括分析；
- 與上述目的直接相關的其他輔助用途；
- 進行配對程序（如條例中所定義）；
- 遵守適用的法律、法規或任何行業守則或指引；及
- 偵測、調查和防止欺詐及 / 或其他非法活動（無論是否與本申請下所發出的保單產品有關）。

在以上任何目的下，我們收集的個人資料可能會被披露或轉移至以下人士和 / 或實體（他們可能位於香港境內或境外，或可能在香港境外處理或儲存您的個人資料）：

- 向我們提供行政、通訊、電腦、數據處理和儲存、支付、保安、資訊科技、營銷或其他協助我們實現上述目的的服務的第三方代理、承包商、服務供應商及顧問（包括但不限於追討欠款機構、信用調查局或

呼叫中心，以及醫療服務供應商、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；
- 再保險公司及再保險經紀；
- 您的保險中介人；
- 我們的法律及專業顧問；
- 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（或同類的保險行業協會或聯會）；
- 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；
- 警方及防止或調查欺詐的組織；
- 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）；及
- 在我們將全部或大部分業務轉讓給其他公司時，該業務的受讓人可繼續使用您的個人資料來執行該業務。

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。

MSIG 亦擬不時使用您的姓名、地址、電話號碼及電郵地址提供產品的市場推廣及直接促銷（包括但不限於推廣、營銷及銷售）。

如您不欲 **MSIG** 將您的個人資料用作上述直接促銷用途，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直接促銷活動所必須提供的資料（詳情如下）郵寄至下列地址。您亦可填妥本公司網頁 msig.com.hk 的「[查詢表格 – 拒絕直銷活動](#)」通知我們。在您的通知中，您必須於提供以下列出的相同所需資料。

☐

為讓我們能夠處理您以上提出的拒絕直接促銷活動之請求，請提供以下資料並寄至：香港太古城英皇道 1111 號 9 樓，資料保護主任收。	
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：此拒絕直接促銷活動要求將會取代您先前給予 MSIG 一切關於直接促銷的指示。	

根據條例，您有權：(a) 知悉我們所持有的個人資料種類；(b) 知悉我們所持有的個人資料的主要用途；(c) 查閱我們所持有的您的個人資料；(d) 更正我們所持有的您的個人資料；及 (e) 查詢我們有關個人資料的政策和實務。如您希望行使這些權利，請致函香港太古城英皇道 1111 號 9 樓，我們的資料保護主任收。

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。