

# CONTRACTORS “ALL RISKS” INSURANCE POLICY

## 1. NOW THIS POLICY WITNESSETH that in consideration of the Insured having paid or agreed to pay to the Insurers the premium stated in the said Schedule.

1.1 THE INSURERS HEREBY AGREE subject to the terms, exceptions and conditions contained herein or attached hereto or endorsed hereon that if during the Period of Insurance stated in the said Schedule or during any further period in respect of which the Insured shall have paid and the Insurers shall have accepted premium the Insured shall sustain loss or damage or shall incur liability in the circumstances provided for by this Policy and defined herein the Insurers shall indemnify the Insured in the manner hereinafter described.

## 2. GENERAL EXCEPTIONS

2.1 The insurers shall not indemnify the Insured in respect of loss, damage or liability directly or indirectly caused by or arising out of :

2.1.1 war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, military or usurped power or persons acting on behalf of or in connection with any political organization with activities directed towards the overthrow or influencing of a government, de jure or de facto, by force, confiscation, nationalization, commandeering, requisition or destruction or damage by order of any government, de jure or de facto, or by any public authority;

2.1.2 strike, riot, lock out, civil commotion or persons taking part in labour disturbances;

2.1.3 acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization. For the purpose of this exclusion “terrorism” means the use of violence for political ends and includes the use of violence for the purpose of putting the public or any section of the public in fear;

2.1.4 nuclear weapons, material, ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste, from the combustion of nuclear fuel and for the purposes of this exception combustion shall include any self-sustaining process of nuclear fission.

2.2 In any action, suit or other proceeding where the Insurers allege that by reason of the provisions of exceptions 2.1.1, 2.1.2 and 2.1.3 above any loss damage or liability is not covered by this insurance the burden of proving that such loss damage or liability is covered shall be upon the Insured.

## 3. SECTION I – MATERIAL DAMAGE

3.1 The Insurers shall indemnify the Insured in respect of loss of or damage to the Insured Property described in the Schedule whilst at the Site during the Period of Insurance arising from any cause whatsoever not hereinafter excluded.

3.2 The Insurers shall not indemnify the Insured in respect of that part of the Works:

3.2.1 which has been taken into use or occupation by the Employer from the time of such taking into use or

3.2.2 for which a certificate of completion has been issued from the expiry of 28 days from the date of completion certified therein;

3.2.3 whichever of 3.2.1 or 3.2.2 is the earlier unless;

3.2.4 such loss of damage be occasioned during the Maintenance Period stated in the Schedule and

3.2.5 was caused by an occurrence during the Construction period stated in the Schedule or

3.2.6 was caused by an insured contractor in the course of complying with his obligations under the maintenance and defects liability clauses of the Contract.

3.3 Provided that the total liability of the Insurers under this Section shall not exceed the Sum Insured shown in the Schedule for each item of the Insured Property.

## EXCEPTIONS TO SECTION I

3.4 The Insurers shall not indemnify the Insured in respect of:

3.4.1 loss or damage due to any fault, defect, error or omission in or failure of any design plan or specification;

3.4.2 loss or damage due to defect in material or workmanship but this exception shall be limited to that part of Insured Property directly affected and shall not exclude loss or damage to other parts of the Insured Property resulting from an accident due to such defect;

3.4.3 loss of or damage to any item of machinery forming part of the Works or Constructional Plant due to its own explosion, mechanical or electrical breakdown or derangement but this exclusion shall not be deemed to exclude damage to other parts of the Works or Constructional Plant arising as a consequence of such explosion, breakdown or derangement;

3.4.4 loss of Insured property due to it being stolen or otherwise missing from the site unless such loss is identifiable by the Insured with a specific occurrence;

3.4.5 loss of or damage to cash, bank notes, treasury notes, cheques, postal orders, money orders, stamps, deeds, bonds, bills of exchange, promissory notes and securities;

3.4.6 loss of use, liquidated damages, penalties, performance guarantees or other consequential losses;

3.4.7 loss or damage due to wear and tear, rust, mildew or other deterioration due to gradually operating causes;

3.4.8 the cost of maintenance;

3.4.9 loss or damage to any locomotive, waterborne vessel, aircraft or vehicle other than any land vehicle which is used solely on the Site and which is not used on any public road or public highway to which any road traffic legislation applies;

3.4.10 damage to tyres whilst attached to a vehicle or plant unless the vehicle or plant is damaged at the same time;

3.4.11 loss or damage due to cessation of work whether total or partial.

3.4.12 loss or damage that is not unforeseen or accidental in nature.

## CONDITIONS TO SECTION I

3.5 The Sum Insured shall in respect of item 4 in the Schedule represent the new replacement value inclusive of erection, freight and customs.

3.6 If in the event of loss or damage to the Insured Property under Item 4 it is found that the Sums Insured are less than the amounts required to be insured the amount recoverable under this Policy shall be reduced in such proportion as the Sums Insured bear to the amounts required to be insured.

3.7 In the event of loss or damage to the Insured Property under Item 4 indemnifiable under this Policy the basis of loss settlement shall be;

3.7.1 in the case of damage which can be repaired, the costs of necessary repairs without deduction for depreciation, however indemnification shall be limited to costs not exceeding the actual value of the damaged property;

3.7.2 in the case of a total loss, the actual value of the insured property immediately before the occurrence of the loss less salvage.

3.8 In the event of loss damage to the Insured Property the insurance hereunder shall be maintained in force during the Period of Insurance for the Sum Insured the Insured undertaking to pay an additional premium at the agreed rate on the amount of any loss exceeding HK\$100,000, pro rata from the date of such loss or damage to the expiry of the Period of Insurance but this additional premium shall be disregarded for the purpose of any adjustment of premium under General Condition 5.6 of this Policy.

#### 4. SECTION II – LIABILITY TO THIRD PARTIES

4.1 The Insurers shall indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay for:-

4.1.1 accidental death, bodily injury, illness or disease suffered by any person arising out of the performance of the Contract described in the Schedule;

4.1.2 accidental loss or damage to physical property arising out of the performance of the Contract described in the Schedule;

4.2 The Liability of the Insurers under this section of the Policy for all compensation payable to any claimant or number of claimants in respect of or arising out of all occurrences of a series consequent on or attributable to one original cause shall not exceed the limit of indemnity specified in the Schedule.

4.3 In respect of any claim covered by this Section of the Policy the Insurers shall in addition be liable for:-

4.3.1 all costs and expenses of litigation recovered by any claimant against the Insured;

4.3.2 all costs and expenses of litigation incurred by the Insured with the written consent of the Insurers in resisting any claim.

4.4 Where the Insured consists of more than one party the insurance by this Section shall apply to each party as if a separate policy had been issued to each party.

4.5 Provided always that the aggregate liability of the Insurers shall not be increased beyond the limit of indemnity specified in the Schedule.

#### EXCEPTIONS TO SECTION II

4.6 The Insurers shall not indemnify the Insured in respect of:

4.6.1 Liability in respect of death, bodily injury, illness or disease suffered by:

1) Any person employed by any insured party for the purpose of execution of insured contract or any parts thereof; and

2) Any person to whom part or parts of the insured contract have been sub-contracted including but not limited to self-employed sub-contractors.

4.6.2 liability in respect of compensation claimed from the Insured by an injured person or dependent under any Employees Compensation Legislation.;

4.6.3 liability resulting from or attributable to or caused by the ownership or possession or use by or on behalf of the Insured of any locomotive, waterborne vessel, aircraft or vehicle other than any land vehicle which is used solely on the contract Site and which is not used on any public road or public highway to which any Road Traffic Legislation applies.

4.6.4 liability compulsorily insurable under any legislation governing the use of motor vehicles;

4.6.5 liability in respect of loss of or damage to any building, property or structure caused by or resulting from vibration or by the removal or weakening of support;

4.6.6 liability in respect of loss of or damage to property belonging to or in the care, custody or control of the Insured;

4.6.7 liability in respect of loss of or damage to permanent or temporary works or materials forming part of the Contract or contracts insured under this Policy.

4.6.8 liability consequent upon any agreement by the Insured to pay any sum by way of indemnity or otherwise or predetermined penalties or liquidated damages imposed under any contract entered into by the Insured unless such liability would have attached also in the absence of such agreement, contractual penalty or liquidated damages.

#### 5. GENERAL CONDITIONS

5.1 This Policy shall be construed according to the laws of Hong Kong.

5.2 The Policy and the Schedule 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 of the Schedule shall bear such meaning wherever it may appear.

5.3 All the terms, exceptions and conditions contained herein or endorsed hereon are incorporated in and form part of this contract of insurance and are deemed to be conditions precedent to any liability on the part of the Insurers so far as they relate to anything to be done by the Insured.

5.4 The expressions “Constructional Plant”, “Certificate of Completion”, “Contract”, “Contractor”, “Contract Sum”, “Final Contract Sum”, “Maintenance Period”, “Site”, “Specification” and “Works” shall bear the meaning ascribed to them in the Government of Hong Kong General Conditions of Contract for Civil Engineering Works/Building Works (1993 Edition).

5.5 If any change shall occur materially varying any of the facts upon which this policy is based the Insured shall immediately give notice in writing to the Insurers and the premium shall be adjusted in accordance with any agreed rate.

5.6 The Insured shall within three months of the expiration of the Period of Insurance furnish to the Insurer, or declaration of the Final Contract Sum and if such sum shall differ from the Contract Sum the premium shall be adjusted accordingly subject to any minimum retained premium previously agreed.

5.7 The Insured shall also take and cause to be taken all reasonable precautions to prevent loss damage or accident and shall comply with the “Construction Sites (safety) Regulations” and any ordinance or regulation which might apply in respect of the insured Contract.

5.8 In the event of any occurrence which might give rise to a claim under this Policy the Insured shall:

5.8.1 notify the Insurers as soon as possible and in writing give an indication as to the nature and extent of the damage;

5.8.2 at the expense of the Insurers take such immediate action as is necessary to minimize the loss provided that such expense shall not increase the Insurers ultimate loss;

5.8.3 keep parts affected and make them available for inspection by a representative or surveyor of the Insurers for a reasonable period of time but the insured shall not in any case be entitled to abandon any property to the Insurers whether taken possession of by the Insurers or not;

5.8.4 submit a formal claim and furnish all such information and documentary evidence as the Insurers may require within six months of the occurrence or such further time as the Insurers may in writing agree, such agreement not to be unreasonably withheld;

5.8.5 inform and assist the police authorities in case of loss or damage due to theft or burglary or malicious action;

5.8.6 immediately send to the Insurers upon receipt any writ summons or other proceedings which may be commenced against the Insured;

5.8.7 give to the Insurers all information and assistance to enable the Insurers to settle or resist any claim or institute proceedings.

5.9 In the event of a claim or claims arising for which the Insurers could be liable under this Policy the Insurers shall be entitled:

5.9.1 to undertake in the name and on behalf of the Insured the absolute conduct and control of any proceedings and the settlement of the same;

5.9.2 to take proceedings at their own expense and for their own benefit but in the name of the Insured to recover compensation or secure an indemnity from any third party in respect of anything covered by this Policy;

5.9.3 to pay to the Insured in respect of any claim or claims the maximum liability of the Insurers under Section II of this Policy as stated in the Schedule or such lesser sum for which the said claim or claims can be settled (subject to deduction in either case of any sum or sums already paid on account for such claim or claims) and thereafter the Insurers shall be under no further liability in respect of said claim or claims except for payment of costs and expenses incurred prior to the date of such payment and for which the Insurers may be liable hereunder.

5.10 The Insured shall not negotiate, pay, settle, admit or repudiate any claim under the Policy without the written consent of the Insurers.

5.11 This insurance is not to be called upon in contribution and is only to pay any loss hereon if and so far as not recoverable under any other insurance.

5.12 All differences arising out of this Policy shall be determined by arbitration in accordance with the Arbitration Ordinance as amended from time to time. If the parties fail to agree upon the choice of arbitrator, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

#### Industries, Seepage, Pollution and Contamination

#### Exclusion Clause

This insurance does not cover any liability for:

- (a) Personal Injury or Bodily Injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph (a) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction to tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance.
- (b) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance.
- (c) Fines, penalties, punitive or exemplary damages

This Clause shall not extend this insurance to cover any liability which would not have been covered under this insurance had this clause not been attached.

#### **Infectious Disease Exclusion**

This policy shall exclude any claim in respect of death, bodily injury, illness of any person or damage to property arising directly or indirectly out of or caused by or in connection with infectious or contagious disease of any kind.

It is further understood that the Company shall not be liable for  
 i) any payment for the investigation or defence of any loss  
 ii) any cost or extra expense incurred

in relation to any kind of infectious or contagious disease either.

Subject otherwise to the terms, exceptions and conditions of this policy.

#### **Terrorism and Computer Risk Exclusion Clauses**

##### **War and Terrorism Exclusion Endorsement**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or
- (2) any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating (1) and/or (2) above.

If the Underwriters allege 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 Assured.

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

#### **IT Clarification Clause**

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

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in date, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Agreement.

- (A) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage.  
 Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
- (B) Loss of damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

#### **Terrorism Exclusion Clause for Contamination And Explosive**

It is agreed that, regardless of any contributory causes, this insurance does not cover any loss, damage, cost or expenses directly or indirectly arising out of

- a) Biological or chemical contamination
- b) Missiles, bombs, grenades, explosives

due to any act of terrorism.

For the purposes of the endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

For the purpose of a "contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

If the insurer 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.

#### **Toxic Mold Exclusion**

This policy does not insure loss or damage by mold, moss, mildew, fungi, spores, bacterial infestation or any similar organism and wet or dry rot, whether directly or indirectly the result of a covered peril. This includes, but is not limited to, the cost for investigation, testing, remediation services, extra expense or business interruption. Such loss is excluded regardless of any other cause or event that continues concurrently or in any sequence to the loss. If loss otherwise covered by this Policy occurs and the cost of removal of debris is increased due to the presence of mold, moss, fungi, bacterial infestation, wet or dry rot and extremes of humidity, this Policy will only be liable for the costs of debris removal which would have been incurred had no such factors been present in, on or about the covered property to be removed.

#### **Total Asbestos Exclusion Clause**

It is hereby understood and agreed that this contract shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos in whatever form or quantity.

#### **Year 2000 Exclusion Clause**

##### **Memorandum**

For the purposes of this Memorandum the expression Computer Equipment shall mean any computer or other equipment or system for processing, storing or retrieving data and shall include but shall not be limited to any computer hardware, firmware or software, media, microchip, integrated circuit or similar device.

This Policy does not cover any loss damage or liability of whatsoever nature directly or indirectly caused by contributed to by or arising from the failure or inability of any Computer Equipment whether the property of the Insured or not and whether occurring before, during or after the year 2000.

- i) correctly to recognize any date as its true calendar date.
- ii) to capture save or retain or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date.
- iii) to capture save or retain or correctly to process any data as a result of the operation of any command which has been programmed into any Computer Equipment being a command which causes the loss of data or the inability to capture save or retain or correctly to process such data on or after any date.

#### **Sanction Limitation And Exclusion Clause**

The Insurers shall not be deemed to provide cover and shall not 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 the Insurers to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America, The People's Republic of China / Hong Kong SAR or any jurisdiction or regulation or specific national law applicable to the Insurers or the Insurers' reinsurers panel.

#### **Rights of Third Parties Exclusion Clause**

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.

**CYBER RISK EXCLUSION CLAUSE LMA5411**

1. Notwithstanding any provision to the contrary within this insurance agreement or any endorsement thereto, this insurance agreement excludes any:
  - 1.1 Cyber Loss;
  - 1.2 loss, damage, liability, 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, including any amount pertaining to the value of such Data; regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. If the Insurer allege that by reason of this exclusion any loss, damage, liability, claim, cost or expense sustained by the Company is not covered by this insurance agreement, the burden of proving the contrary shall be upon the Company.

Definitions

3. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident, including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
4. Cyber Act means an unauthorized, malicious or criminal act or series of related unauthorized, 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.
5. Cyber Incident means:
  - 5.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
  - 5.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
6. Computer System means:
  - 6.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.
7. 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.

## Privacy Policy and Personal Information Collection Statement ("PICS")

China Ping An Insurance (HK) Co., Ltd (referred to hereinafter as the "Company") recognises its responsibilities in relation to the collection, holding, processing, use and/or transfer of personal data under the Personal Data (Privacy) Ordinance (Cap. 486) ("PDPO"). Personal data will be collected only for lawful and relevant purposes and all practicable steps will be taken to ensure that personal data held by the Company is accurate. The Company will take all practicable steps to ensure security of the personal data and to avoid unauthorised or accidental access, erasure or other use.

Please note that if you do not provide us with your personal data, we may not be able to provide the information, products or services you need or process your request.

### 1. PURPOSES FOR COLLECTING PERSONAL DATA

From time to time it is necessary for the Company to collect your personal data which may be used, stored, processed, transferred, disclosed or shared by us for the purposes ("Purposes") of the following:

- i) offering, providing and marketing to you the products/services of the Company, other companies of the Ping An Group ("our affiliates") or our business partners (please see further details in "Use and provision of personal data in direct marketing"), and administering, maintaining, managing and operating such products/services;
- ii) processing and evaluating any applications or requests made by you for products/services offered by the Company and our affiliates;
- iii) providing subsequent services to you, including but not limited to arranging contract of insurance, administering the policies issued, requests for addition, alteration or deletion of insurance benefits or insured members, setting up of direct debit facilities as well as cancellation, renewal, or reinstatement of insurance policies.
- iv) any purposes in connection with any claims made by or against or otherwise involving you in respect of any products/services provided by the Company and/or our affiliates, including but not limited to investigation, processing, adjudicating and defending insurance claims;
- v) detecting and preventing fraud (whether or not relating to the products/services provided by the Company and/or our affiliates);
- vi) designing products/services for customers;
- vii) conducting market research for statistical or other purposes;
- viii) matching any data held which relates to you from time to time for any of the purposes listed herein;
- ix) making disclosure as required by any applicable law, rules, regulations, codes of practice or guidelines or to assist in law enforcement purposes, investigations by police or other government or regulatory authorities in Hong Kong or elsewhere;
- x) conducting identity and/or credit checks and/or debt collection;
- xi) complying with the laws of any applicable jurisdiction;
- xii) carrying out other services in connection with the operation of the Company's business; and
- xiii) other purposes directly relating to any of the above.

### 2. TRANSFER OF PERSONAL DATA

Personal data will be kept confidential but the Company may, for the purposes set out in the above, transfer your personal data to:

- i) any of our affiliates, any person associated with the Company, any reinsurance company, claims investigation company, your broker, industry association or federation, financial institution in Hong Kong or elsewhere and in this regard you consent to the transfer of your data outside of Hong Kong;
- ii) any person (including private investigators) in connection with any claims made by or against or otherwise involving you in respect of any products/services provided by the Company and/or our affiliates;
- iii) any agent, contractor or third party who provides administrative, technology or other services (including direct marketing services) to the Company and/or our affiliates in Hong Kong or elsewhere and who has a duty of confidentiality to the same;
- iv) credit reference agencies or, in the event of default, debt collection agencies;
- v) any actual or proposed assignee, transferee, participant or sub-participant of our rights or business;
- vi) any government department or other appropriate governmental or regulatory authority in Hong Kong or elsewhere; and
- vii) the following persons who may collect and use the data only as reasonably necessary to carry out any of the Purposes specified above: adjusters and surveyors, agents and brokers, employers, health care professionals, hospitals, accountants, financial advisors, solicitors, organisations that consolidate claims and underwriting information for the insurance industry, fraud prevention organisations, other insurance companies (whether directly or through fraud prevention organisation or other persons named in this paragraph), the police and databases or registers (and their operators) used by the insurance industry to analyse and check data provided against existing data.

Transfer of your personal data will only be made for one or more of the Purposes specified above. Such information may be transferred to a place outside Hong Kong.

For our policy on using your personal data for marketing purposes, please see the section below "Use and provision of personal data in direct marketing".

Our website will record your visit to analyse the number of visitors and general usage situation, and some data will be collected through "Cookies". Cookies are a small piece of data file which can automatically install in the web browser of visitors computers for future searching. Cookies can enhance the website usage through your storage of individual preferences, and to provide you better online experience. Cookies is a collection of nameless collective statistical data, it does not include names or addresses or allow third parties to access your data through telephone, email or other ways. Most browsers have preset cookies functions. If you want to close cookies function or get notification before using Cookies, you can change your browser settings. However, this change may disable you to enter all interfaces of our website.

### 3. USE OF PERSONAL DATA IN DIRECT MARKETING

The Company intends to:

- i) use your name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data held by the Company from time to time for direct marketing;
- ii) conduct direct marketing (including but not limited to providing reward, loyalty or privileges programmes) in relation to the following classes of products and services that the Company, our affiliates, our co-branding partners and our business partners may offer:
  - a. insurance, banking, provident fund or scheme, financial services, securities and related products and services;
  - b. products and services on health, wellness and medical, food and beverage, sporting activities, membership, entertainment, spa and similar relaxation activities, travel and transportation, household, apparel, education, social networking, media and car related services;
- iii) the above products and services may be provided by the Company and/or:
  - a. any of our affiliates;
  - b. third party financial institutions;
  - c. the business partners or co-branding partners of the Company and/or affiliates providing the products and services;
  - d. third party reward, loyalty or privileges programme providers supporting the Company or any of the above listed entities.
- iv) in addition to marketing the above products and services, the Company also intends to provide the data described in (i) above to all and/or any of the persons described in (iii) above for use by them in marketing those products and services, and the Company requires your written consent (which includes an indication of no objection for that purpose);

Before using your personal data for the purposes and providing to the transferees set out above, the Company must obtain your consent, and only after having obtained such consent, may use and provide your personal data for any promotional or marketing purpose.

You may in future withdraw your consent to the use and provision of your personal data for direct marketing.

If you wish to withdraw your consent, please inform us in writing to the address in the section on "Access and Correction of Personal Data".

### 4. ACCESS AND CORRECTION OF PERSONAL DATA

In accordance with the Ordinance, you have the right to check whether the Company holds personal data about you and if the Company holds such data, and to require the Company to provide a copy of such data (data access right) and to correct the data which is inaccurate. Requests for access and corrections or for information regarding policies and practices and kinds of data held by the Company should be made in writing to the Personal Data Privacy Officer of the Company at the following address or fax number:

China Ping An Insurance (HK) Co., Ltd.  
Personal Data Privacy Officer  
1901A, 19/F, NEO, 123 Hoi Bun Road, Kwun Tong, Kowloon  
Fax: (852) 2802 0018

The Company has the right to charge a reasonable administrative fee for the processing of any data access request.

The Company retains the right to change the PICS without prior notice.

In the event of any discrepancies between the English and Chinese versions of the PICS, the English version shall prevail. For more details, please visit <http://www.pingan.com.hk/about/privacy/lang/en>

## 私隱政策及收集個人資料聲明(「本聲明」)

中國平安保險(香港)有限公司(下稱“本公司”)明白其就《個人資料(私隱)條例》(香港法例第486章)(“條例”)收集、持有、處理、使用和／或轉移個人資料所負有的責任。本公司僅將為合法和相關的目的收集個人資料，並將採取一切切實可行的步驟，確保本公司所持個人資料的準確性。本公司將採取一切可行的步驟，確保個人資料的安全性，及避免發生未經授權或意外而擅自取得、刪除或另行使用個人資料的情況。

敬請注意，如果閣下不向本公司提供閣下的個人資料，我們可能無法提供閣下所需的資料、產品或服務，或無法處理閣下的要求。

### 1. 個人資料收集目的

本公司不時有必要收集閣下的個人資料，並可能就下列各項目的有關目的(目的)而供本公司使用、存儲、轉移、披露或共享該等個人資料：

- i) 向閣下推介、提供和營銷本公司、平安集團的其他公司(“平安關聯方”)或本公司的商業合作夥伴之產品/服務，以及提供、維持、管理和操作該等產品/服務；
- ii) 處理和評估閣下就本公司及平安關聯方所提供之產品/服務提出的任何申請或要求；
- iii) 向閣下提供後續服務，包括但不限於處理保單、管理已發出的保單、要求增加、更改或刪除保障項目或受保成員，訂立直接付款安排及保單取消、更新或復效申請；
- iv) 與就本公司和或平安關聯方提供的任何產品/服務而由閣下或針對閣下提出的或者其他涉及閣下的任何索賠相關的任何目的，包括索賠調查、處理、判定保險索償及就索償抗辯；
- v) 偵測和防止欺詐行為(無論是否與就由本公司及或平安關聯方提供的產品/服務有關)；
- vi) 為客戶設計產品/服務；
- vii) 為統計或其他目的進行市場研究；
- viii) 不時就本條款所列的任何目的核對所持有的與閣下有關的任何資料；
- ix) 作出任何適用法律、規則、規例、實務守則或指引所要求的披露或協助在香港或香港以外其他地方的警方或其他政府或監管機構執法及進行調查；
- x) 進行身份和或信用核查和/或債務追收；
- xi) 遵守任何適用的司法管轄區的法律；
- xii) 開展與本公司業務經營有關的其他服務；及
- xiii) 與上述任何目的直接有關的其他目的。

### 2. 個人資料的轉移

存於本公司的個人資料會保密，但本公司可能會向以下各方透露該等資料作本聲明上述所列出的用途：

- i) 位於香港或香港以外其他地方的任何平安關聯方、本公司的任何相關聯人士、任何再保險公司、索賠調查公司、閣下之保險經紀、行業協會或聯會或金融機構，以及就此方面而言，閣下同意將閣下的資料轉移至香港境外；
- ii) 與就本公司和或平安關聯方提供的任何產品/服務而由閣下或針對閣下提出的或者其他涉及閣下的任何索賠相關的任何人士(包括私家偵探)；
- iii) 在香港或香港以外其他地方向本公司和或平安關聯方提供行政、技術或其他服務(包括直接促銷服務)並對個人資料負有保密義務的任何代理、承包商或第三方；
- iv) 信貸資料機構或(在出現拖欠還款的情況下)追討欠款公司；
- v) 本公司權利或業務的任何實際或建議的承讓人、受讓方、參與者或次參與者；
- vi) 在香港或香港以外其他地方的任何政府部門或其他適當的政府或監管機關；及
- vii) 在有合理需要履行任何上述有關目的之情況下，以下人士：查勘及定損員、代理和經紀、僱主、醫護專業人士、醫院、會計師、財務顧問、律師、整合保險業申訴和承保資料的組織、防欺詐組織、其他保險公司(無論是直接地，或是通過防欺詐組織或本段中指名的其他人士)、警察、和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)。

閣下的個人資料將僅為上文中規定的個人或多個有關目的而被轉移。該等資料可能被轉移至香港境外。

如欲了解本公司為促銷目的使用閣下的個人資料的政策，請參閱下文“在直接促銷中使用及將其個人資料提供予其他人士”部份。

閣下到訪本網站時，網站會作紀錄，以分析網站的訪客人數及一般使用狀況，而當中部份資料將透過「Cookies」方式收集。Cookies是載有小量資料的檔案，自動儲存於訪客所用電腦內安裝的互聯網瀏覽器，可供本網站日後檢索。Cookies有助加強網站用途，透過儲存閣下對網站個別版面的喜好，以便我們為閣下營造更理想的線上體驗。Cookies收集的是不記名的集體統計資料，並不包括姓名或地址或能讓他人透過電話、電郵或任何其他途徑聯絡閣下的資料。大部分瀏覽器版本均預設啟動Cookies的功能，如閣下欲關閉Cookies或於使用Cookies的功能前獲得通知，可更改瀏覽器的設定，但更改後閣下未必能進入本網站的所有版面。

### 3. 在直接促銷中使用個人資料

本公司有意：

- i) 使用本公司不時持有的閣下的姓名、聯絡資料、產品及服務的組合資料、交易模式及行為、財政背景及人口統計數據以進行直接促銷；
- ii) 就本公司、平安關聯方，本公司合作品牌夥伴及商業合作夥伴可能提供關於下列類別的服務及產品而進行直接促銷(包括但不限於提供獎賞、客戶或會員或優惠計劃)：
  - a. 保險、銀行、公積金或公積金計劃、金融服務、證券和相關產品及服務；
  - b. 健康、保健及醫療、餐飲、體育運動及會員服務、娛樂、健身浴或類似的休閒活動、旅遊及交通、家居、服裝、教育、社交網絡、媒體的汽車有關服務；
- iii) 以上服務及產品將會由本公司及或以下機構提供：
  - a. 任何平安關聯方；
  - b. 第三方金融機構；
  - c. 本公司或平安關聯方的商業合作夥伴或合作品牌夥伴；
  - d. 向本公司或任何以上所列機構提供支援的第三方獎賞、客戶或會員或優惠計劃提供者；
- iv) 除由本公司促銷上述服務及產品外，本公司亦有意將上文(i)所述的資料提供予上文(iii)段部份所述的全部或任何人士，以供該等人士在促銷該等服務及產品中使用，而本公司為此目的須獲得客戶書面同意(包括表示不反對)。

在使用閣下的個人資料作上述所述的目的或提供予上文所述的人士之前，本公司須得到閣下的同意，及只在獲得閣下的同意後方可使用閣下的個人資料及提供予其他人士作任何推廣及促銷用途。

閣下日後可撤回閣下的同意，請發信至下文“個人資料的查閱及更正權利”部份所列的地址通知本公司。

### 4. 個人資料的查閱及更正權利

根據條例規定，閣下有權查詢本公司是否持有閣下的個人資料及要求索取該等資料的複本(查閱資料要求)，並要求本公司就不準確的資料作出更正。閣下如欲行使有關權利，請以書面形式經以下聯絡方法向本公司的個人資料保障主任提出：

中國平安保險(香港)有限公司

個人資料私隱主任

香港九龍觀塘海濱道123號綠景NEO 19樓1901A室

傳真: 2802 0018

根據條例，本公司有權就辦理任何查閱資料要求收取合理費用。

本公司保留修改本聲明的權利而不另行通知。

本聲明的中英文版本如有任何歧異或不一致，一概以英文版本為準。英文版本可於本公司網頁瀏覽 <http://www.pingan.com.hk/about/privacy/lang/en>。