Commercial General Liability Insurance

Policy Wording

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Commercial General Liability Insurance

Introduction

In consideration of the premium being paid by the "Insured" to Chubb Insurance Hong Kong Limited (Chubb) and in reliance upon the written statements and declarations provided by or on behalf of the "Insured", which are the basis of the coverage afforded by this "Policy", Chubb agrees to indemnify the "Insured" in accordance with this "Policy".

The documents comprising this "Policy" are to be read together and any word or expression that is defined has that meaning throughout this "Policy". All defined words and expressions are in quotation marks.

Important Information

Please refer to the Attachment concerning your Duty to Disclose, the consequences of Non Disclosure, what to do in the event of any change to your normal "business" and the effect of waiving your rights of recovery or seeking contribution from another party in respect of a liability covered by this "Policy".

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1. Insuring Agreements

1.1 Coverage

Subject to the terms, exclusions, definitions, conditions and limitations of this "Policy" Chubb will indemnify the "Insured" for all sums which the "Insured" becomes legally liable to pay as "Compensation" in respect of:

1.1.1 "Personal Injury", or

1.1.2 "Property Damage"

occurring within the "Policy Territory" during the "Policy Period" as a result of an "Occurrence" happening in connection with the "Business".

1.2 Limits of Liability

Unless otherwise stated in this "Policy", Chubb's liability to indemnify the "Insured" will not exceed the sum stated in Item 6 of the "Schedule" in respect of any one "Occurrence".

The "Aggregate Liability" for "Products Hazard" will also not exceed the sum stated in Item 6 of the "Schedule".

1.3 Defence Costs and Expenses

In addition to Chubb's liability to indemnify the "Insured" under clause 1.1, Chubb will pay:

1.3.1 "Defence Costs" incurred by the "Insured" with the prior written agreement of Chubb, such agreement not to be unreasonably withheld, and

1.3.2 all costs incurred by Chubb in the defence or investigation of any claim, suit or proceeding brought against the "Insured", including any such costs incurred in pursuing a claim against a third party for contribution or indemnity with a view to reducing the net amount of any "Compensation" that may be payable by the "Insured" (Chubb Defence Costs);

Such costs are payable subject to the following:

1.3.3 Chubb's liability for "Defence Costs" and Chubb Defence Costs shall be in addition to the general limit of liability stated in Item 6 of the "Schedule".

1.3.4 Chubb is not obliged to pay any "Defence Costs" or to incur Chubb Defence Costs or to defend any suit after Chubb's liability under this "Policy" to indemnify the "Insured" under clause 1.1 has been exhausted.

1.3.5 If a payment exceeding Chubb's liability under this "Policy" to indemnify the "Insured" has to be made to dispose of a claim, the liability of Chubb for "Defence Costs" and Chubb Defence Costs is limited to the proportion that Chubb's liability to indemnify the "Insured" under this "Policy" bears to that payment.

1.3.6 In the event of a claim being made against the "Insured" in any Court or before any other legally constituted body in the United States of America, Canada or their respective protectorates and territories, the total amount payable in respect of the claim by Chubb under this "Policy" including "Defence Costs" and Chubb Defence Costs will not exceed the limit of liability stated in Item 6 of the "Schedule".

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1.4 **Deductible**

1.4.1 Chubb's obligation to indemnify the "Insured" under this "Policy" applies only to the amount of "Compensation", "Defence Costs" and Chubb Defence Costs which in respect of each "Occurrence" exceed the deductible amount stated in Item 9 of the "Schedule".

1.4.2 Where Chubb incurs any Chubb Defence Costs or makes any payment to effect settlement of any claim, suit or proceeding brought against the "Insured" that fall within the deductible amount, the "Insured" shall, at such time as required by Chubb, promptly reimburse Chubb upon notification of the action taken.

1.5 No cover under this Policy

Where the "Insured" is not entitled to be indemnified under this "Policy", Chubb owes no duty of any kind and has no liability of any kind to the "Insured".

2. Exclusions

This "Policy" does not cover any legal liability arising out of or in any way connected with the following:

2.1 any liability:

2.1.1 in respect of which the "Insured" is or would be entitled to indemnity under any fund, scheme, "Policy" of insurance or self insurance pursuant to or required by any legislation relating to workers' compensation whether or not such insurance has been effected.

2.1.2 imposed by the provisions of any industrial award or agreement or determination where such liability would not have been imposed in the absence of such industrial award or agreement or determination.

2.1.3 relating to "Employment Practices".

2.2 "Property Damage" to property owned, leased, hired by, under hire purchase, on loan or rented to the "Insured" or otherwise in the "Insured's" care custody or control other than:

2.2.1 premises (or the contents thereof) temporarily occupied by the "Insured" for the purpose of carrying out works thereto or thereon, but this "Policy" does not cover legal liability arising out of or in any way connected with physical damage to or destruction of that part of any premises on which the "Insured" is or has been working if the physical damage or destruction arises out of such work;

2.2.2 premises tenanted by the "Insured";

2.2.3 directors', officers', employees' and visitors' clothing and personal effects; or

2.2.4 other property (not owned by the "Insured") temporarily in the "Insured's" possession but:

(a) this "Policy" does not cover legal liability arising out of or in any way connected with physical damage to, destruction of or loss of that part of any property upon which the "Insured" is or has been working; and

(b) Chubb's maximum liability arising out of or in any way connected with such property is US$25,000 each and every "Occurrence".

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2.3 any liability assumed under a contract except where:

2.3.1 that liability would otherwise exist at law in the absence of the contract; or

2.3.2 the contract is an "Incidental Contract" and the liability does not arise by reason of an obligation to insure a leased property or an obligation to indemnify a landlord irrespective of fault.

2.4 loss of use of tangible property which has not been physically damaged or destroyed resulting from:

2.4.1 a delay in or lack of performance by or on behalf of the "Insured" in respect of any contract or agreement; or

2.4.2 the failure of a "Product" or work performed by or on behalf of the "Insured" to meet the level of performance, quality, fitness or durability warranted or represented by the "Insured"; but this Exclusion 2.4.2 does not apply to loss of use of other tangible property resulting from the sudden and accidental physical damage to or destruction of the "Product" or work performed by or on behalf of the "Insured" after the "Product" or work has been put to its intended use by any person or organisation other than the "Insured".

2.5 "Property Damage" to:

2.5.1 any "Product" or any part of it if such damage is attributable to any defect therein or the harmful nature or unsuitability thereof; or

2.5.2 any part of any property that must be repaired, reconditioned or replaced by reason of incorrect work performed by the "Insured" or on the "Insured's" behalf, or by reason of materials or equipment which are or are proved to be defective or inadequate in connection with such work, but this exclusion 2.5.2 does not apply to "Personal Injury" or "Property Damage" resulting from such work.

2.6 the recall, inspection, repair, adjustment, removal, replacement or loss of use of any "Product" or work completed by or for the "Insured".

2.7 any "Product" guarantee or warranty given by or on behalf of the "Insured" but this exclusion 2.7 does not apply to legislative requirements concerning "Product" safety and information.

2.8 any:

2.8.1 "Aircraft" or hovercraft;

2.8.2 airstrip or helipad; or

2.8.3 "Watercraft" exceeding 8 metres in length while on, in or under the water.

2.9 any "Product" that is incorporated with the "Insured's" knowledge in an "Aircraft".

2.10 the use of a "Vehicle" owned by, or in the physical or legal control of the "Insured":

2.10.1 which is required by law to be registered; or

2.10.2 in respect of which insurance is required by virtue of any legislation

but this exclusion 2.10 does not apply to:

(a) a "Vehicle" (other than a "Vehicle" owned or used by or on behalf of the "Insured") whilst that "Vehicle" is in a car park owned or operated by the "Insured" other than for income or reward as a car park operator; or

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(b) "Personal Injury" or "Property Damage" occurring during the loading or unloading of a "Vehicle" caused by or arising from the collection or delivery of any goods from or to the "Vehicle" where such "Personal Injury" or "Property Damage" occurs beyond the limits of any carriageway or thoroughfare, and where applicable legislation does not require insurance against such liability.

2.11 fines, penalties, punitive, exemplary, liquidated or aggravated damages.

2.12 the discharge, dispersal, release, seepage, migration or escape of "Pollutants", including the cost of testing, monitoring, treating, detoxifying, removing, neutralising or cleaning up "Pollutants" but Chubb will cover liability for "Personal Injury" or "Property Damage" otherwise excluded under this exclusion 2.12 which arises from a sudden, identifiable, unintended and unexpected event from the standpoint of the "Insured" which takes place in its entirety at a specific time and place and occurs outside of the United States of America, Canada and their respective protectorates and territories. The "Aggregate Liability" under this clause will not exceed the sum stated in Item 6 of the "Schedule".

2.13 the cost of preventing the escape of "Pollutants".

2.14 the rendering of or failure to render professional advice or service by the "Insured" or any error or omission connected therewith, but this exclusion 2.14 does not apply to the rendering of or failure to render medical advice or service by "Medical Persons" employed by the "Insured" to provide first aid on the "Insured's" premises.

2.15 war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any act of any person or persons acting on behalf of or in connection with any organisation the objects of which are to include the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means.

2.16 ionising radiation or contamination by radioactivity from any nuclear fuel, weapon, waste or other material whether occurring naturally or otherwise; the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or the storage, transport, assembly, disassembly, maintenance or operation of any nuclear weapon or nuclear component thereof.

2.17 asbestos or materials containing asbestos.

2.18 any "Act of Terrorism" regardless of any other cause or event contributing concurrently or in any other sequence to the loss or any action taken in controlling, preventing, suppressing or in any way relating to any "Act of Terrorism".

2.19 tobacco, tobacco smoke, or any ingredient or additive present in or used with tobacco.

2.20 any project involving the construction of, demolition of, alteration of and/or addition to any building, structure or infrastructure by or on behalf of the "Insured" where the total cost of the project is US$125,000 or greater.

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3. Definitions

Wherever appearing in this "Policy", the following definitions apply:

3.1 **Act of Terrorism** means

Any 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 organisation(s) or government(s) which from its nature or context is done for, or in connection with, political, religious, ideological or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

3.2 **Aggregate Liability** means

The maximum liability of Chubb under this "Policy" for the "Policy Period".

3.3 **Aircraft** means

Any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.

3.4 **Business** means

All activities and operations of the business stated in Item 3 of the "Schedule" including the ownership and occupation of premises for the purposes of the Business, and the provision or management of canteen, social, sports, welfare or child care services or activities for the "Insured's" employees and internal first aid, fire and ambulance services.

3.5 **Compensation** means

Monies paid or payable by judgment or settlement together with any liability on the "Insured's" part to pay legal costs and expenses (other than those referred to in clause 1.3) for:

3.5.1 "Personal Injury"; or

3.5.2 "Property Damage"

in respect of an "Occurrence" to which this insurance applies.

3.6 **Defence Costs** means

Reasonable and necessary costs, charges, fees (including but not limited to legal counsel's fees and experts' fees) and expenses (other than regular or overtime wages, salaries or fees of the directors, officers or employees of the "Insured") incurred in defending or investigating any claim, suit or proceeding brought against the "Insured" in respect of which any "Compensation" paid by the "Insured" would be covered under this "Policy", including any such costs incurred in pursuing a claim against a third party for contribution or indemnity with a view to reducing the net amount of any "Compensation" that may be payable by the "Insured".

3.7 **Employment Practices** means

Any wrongful, unfair or unreasonable dismissal, denial of natural justice, defamation, misleading representation or advertising, sexual harassment or discrimination in respect of employment or prospective employment by the "Insured".

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3.8 **Incidental Contract** means

3.8.1 Any written rental agreement or lease of real property;

3.8.2 Any written contract with any public authority for the supply of water, gas, electricity or telephone services EXCEPT those contracts in connection with work done for such authorities;

3.8.3 Any written contract with any railway authority for the loading, unloading and/or transport of any "Product", including contracts relating to the operation of railway sidings.

3.9 **Insured** means

3.9.1 The "Insured" named in the "Schedule";

3.9.2 Any subsidiary company (including subsidiaries thereof) of the "Insured" named in the "Schedule" and any other organisation under the control of the "Insured" named in the "Schedule" and over which it is exercising active management;

3.9.3 Any new organisation acquired by the "Insured" during the "Policy Period" through consolidation, merger, purchase of the assets of or assumption of control and active management or creation, provided that:

(a) such acquisition is notified to Chubb in writing within 90 days;

(b) Chubb gives notice in writing to the "Insured" that such new organisation shall be covered by the "Policy"; and

(c) the "Insured" pays any additional premium that may be required by Chubb in respect of such new organisation;

3.9.4 Any Director, Officer, Partner, Employee or Shareholder of the "Insured", but only whilst acting within the scope of their duties in such capacity;

3.9.5 Any principal in respect of that principal's vicarious liability for the acts or omissions of the "Insured" in the "Insured's" performance of work for that principal;

3.9.6 Any social and/or sporting clubs, first aid, fire and ambulance services formed with the consent of the "Insured" including any office bearer or member thereof in their respective capacities as such but this clause 3.9.6 has no application where the liability to pay "Compensation" arises out of or is in any way connected with any game, match, competition, race, trial or practice.

3.10 **Loss of Consortium** means

Loss of companionship, comfort, spouse society or sexual relations, claimed by the husband, wife or de facto partner of any person who sustains "Personal Injury"; but not including claims for emotional distress suffered by, or loss of domestic or household support services provided to any relative of the person who sustains the "Personal Injury".

3.11 **Medical Persons** means

Qualified medical practitioners, nurses and first aid attendants.

3.12 **Occurrence** means

An event including continuous or repeated exposure to substantially the same general conditions which results in "Personal Injury" or "Property Damage" neither expected nor intended from the

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standpoint of the "Insured". All events of a series consequent on or attributable to one source or original cause are deemed one "Occurrence".

3.13 **Personal Injury** means

3.13.1 Bodily injury, death, illness, disability, "Loss of Consortium", shock, fright, mental anguish or mental injury;

3.13.2 False arrest, detention, false imprisonment, malicious prosecution or humiliation;

3.13.3 The publication or utterance of libel or slander, or of other defamatory or derogatory material, or a publication or utterance in violation of any individual's right of privacy except:

(a) when the first such publication or utterance is related to any publication or utterance made prior to the commencement of this "Policy"; or

(b) when any such publication or utterance is made in the course of or is related to advertising, broadcasting, telecasting or publishing activities conducted by or on behalf of the "Insured";

3.13.4 Wrongful entry or wrongful eviction or other invasion of the right to private occupancy;

3.13.5 Assault and battery not committed by or at the direction of the "Insured" unless committed for the purpose of preventing or eliminating danger to persons or property.

3.14 **Policy** means

The contract of insurance between Chubb and the "Insured" which comprises this policy wording, the "Schedule" issued by Chubb (including any "Schedule" substituted for the "Schedule") and any document issued by Chubb varying the policy coverage.

3.15 **Policy Period** means

The period stated in Item 5 of the "Schedule" or such further period for which this "Policy" has been renewed.

3.16 **Policy Territory** means

3.16.1 Anywhere in the world except the United States of America, Canada and their respective protectorates and territories;

3.16.2 The United States of America, Canada and their respective protectorates and territories if the "Personal Injury" or "Property Damage" arises from the activities of travelling executives and salesmen of the "Insured" on "Business" who are non resident in such countries;

3.16.3 The United States of America, Canada and their respective protectorates if the "Personal Injury" or "Property Damage" arises from "Products" exported to such countries.

3.17 **Pollutants** means

Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapours, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

3.18 **Product** means

Any goods or "Product(s)" (after they have ceased to be in the possession or under the control of the "Insured") manufactured, constructed, erected, installed, repaired, serviced, treated, sold, supplied or

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distributed by the "Insured" including any container thereof other than a "Vehicle" associated with such container.

3.19 **Products Hazard** means

"Personal Injury" and/or "Property Damage" arising out of a "Product" or its use, or reliance upon a representation or warranty made at any time with respect to the "Product", but only where such "Personal Injury" or "Property Damage" occurs:

3.19.1 away from premises owned or occupied by the "Insured"; and

3.19.2 after physical possession of the "Product" has been relinquished to others.

3.20 **Property Damage** means

3.20.1 Physical damage, destruction to or loss of tangible property including the loss of use thereof at any time resulting therefrom; or

3.20.2 Loss of use of tangible property which has not been physically damaged or destroyed, provided such loss of use is caused by physical damage of other tangible property.

3.21 **Schedule** means

The "Schedule" issued with this policy wording.

3.22 **Vehicle** means

Any type of machine on wheels or on caterpillar tracks made or intended to be self propelled by mechanical power.

3.23 **Watercraft** means

Any vessel, craft or thing made or intended to float on or in or travel on, through or under the water.

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4. Conditions

4.1 Changes

Every change materially affecting the facts or circumstances existing at the commencement of this insurance, or at any subsequent renewal date, must be notified to Chubb in writing as soon as practicable after such change comes to the notice of the "Insured's" officer responsible for insurance.

4.2 Other Insurance

If any "Compensation" and/or "Defence Costs" are insured under any other valid "Policy" or policies, this "Policy" shall cover such "Compensation" and/or "Defence Costs", subject to its warranties, conditions, exclusions and other terms, only to the extent that the amount of such "Compensation" and/or "Defence Costs":

4.2.1 are in excess of the indemnity available from such other insurance; and

4.2.2 in the absence of such other insurance, would fall within the limit of liability stated in Item 6 of the "Schedule",

unless such other insurance is excess of loss insurance written over the limit of liability of this "Policy".

4.3 Premium

The premium has been determined by reference to the information disclosed at the time this insurance was proposed to Chubb, or at the time of any renewal. If any change occurs to the circumstances forming the basis for the calculation of premium, Chubb may charge an additional premium or allow a reduction of premium according to Chubb's usual underwriting requirements.

4.4 Inspection and Audit

Chubb may inspect the "Insured's" property and operations on reasonable notice. Neither Chubb's right to make inspections nor the making thereof nor any report thereon will constitute an undertaking by Chubb on behalf of or for the benefit of the "Insured" or others to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation. Chubb may examine and audit an "Insured's" books and records at any time during the "Policy Period" and extensions thereof and within three (3) years after the final termination of this "Policy", as far as they relate to the subject matter of this insurance.

4.5 Insured's duties in the event of an Occurrence, Claim or Suit

4.5.1 In the event of an "Occurrence" or if an "Occurrence" appears reasonably likely to take place the "Insured" must as soon as practicable take at its own expense all responsible steps to prevent or minimise "Personal Injury" or "Property Damage" arising out of the "Occurrence".

4.5.2 The "Insured" must, as a condition precedent to Chubb's liability under this "Policy", give notice in writing to Chubb as soon as practicable of every "Occurrence" likely to give rise to a claim under this "Policy" together with all documents and information relevant to each such "Occurrence" including but not limited to every demand, writ, summons, proceedings, noticed prosecution, inquest or inquiry and all associated information.

4.5.3 The "Insured" must give notice in writing to Chubb as soon as practicable of every "Occurrence" involving serious "Personal Injury" (including, but not limited to quadriplegia, paraplegia, brain damage and loss of a limb) or substantial "Property Damage" (including, but not limited to substantial damage to buildings, structures or equipment caused by fire, collapse, explosion and loss of support) and must as soon as practicable forward to Chubb all information relevant to the "Occurrence" held by the "Insured".

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4.5.4 The “Insured” must not, without Chubb's written consent, make any admission, offer, promise or payment in connection with any “Occurrence” or claim.

4.5.5 The “Insured” must use its best endeavours to preserve all property, any “Product”, appliance and plant and all other things which may assist in the investigation or defence of a claim or in the exercise of rights of subrogation and so far as may be reasonably practicable no alteration or repair is to be effected without the consent of Chubb until Chubb has had an opportunity of inspection.

4.6 **Right to defend, assistance and co operation of the Insured**

4.6.1 In respect of any “Occurrence” covered under this “Policy”, Chubb has the right, if it so elects, to defend any suit against the “Insured” seeking “Compensation” for an “Occurrence” and to bring any cross claim in the name of the “Insured” even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient; but Chubb is not obligated to pay any claim or judgment or to defend any suit after Chubb's liability under this “Policy” in respect of the claim has been exhausted.

4.6.2 The “Insured” must cooperate with Chubb and comply with the terms and conditions of this “Policy”, and assist as necessary in enforcing any right to contribution or indemnity from any person, corporation or organisation.

4.7 **Assignment**

Assignment of an interest under this “Policy” does not bind Chubb until its consent is endorsed on the “Policy”. If the “Insured” dies or is adjudged bankrupt or insolvent, this insurance will cover:

4.7.1 the “Insured’s” legal representative acting on behalf of the “Insured” or the “Insured’s” estate;

4.7.2 any person or corporation having lawful temporary custody of property which is or was before the “Insured’s” death owned or possessed by the “Insured” until the appointment of a legal representative.

4.8 **Cross Liability**

Each of the parties comprising the “Insured” is considered a separate legal entity and the word "Insured" 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 Chubb's liability under this “Policy”.

4.9 **Reasonable Care**

The “Insured” must:

4.9.1 exercise reasonable care that only competent employees are employed and take reasonable measures to maintain all premises, fittings, plant and machinery in sound condition;

4.9.2 take all reasonable precautions to prevent “Personal Injury” and “Property Damage”, and prevent the manufacture, sale or supply of any defective “Product”; and

4.9.3 at its expense, take reasonable action to trace, recall or modify any “Product” containing any defect or deficiency which the “Insured” has knowledge of or has reason to suspect.

4.10 **Reliance upon representations**

In entering into this “Policy” with the “Insured”, Chubb has relied upon the written statements, representations and declarations provided to Chubb as part of the “Insured’s” application for the issue

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of this "Policy". All such statements, representations and declarations are the basis of the coverage afforded by this "Policy" and shall be deemed to be incorporated into this "Policy".

4.11 Statutory Requirements

The "Insured" must take reasonable measures to comply with all statutory obligations and regulations imposed by any statutory or governmental authority.

4.12 Cancellation

4.12.1 The "Insured" may cancel this "Policy" by giving notice in writing to Chubb. If such notice is given, the cancellation will take effect on the day the notice is received by Chubb.

4.12.2 Chubb may cancel this "Policy" by giving notice in writing to the "Insured". Such cancellation is to take effect 30 days from the time notification is received by the "Insured".

4.12.3 After cancellation by the "Insured" a refund of premium will be allowed pro rata of 70% of the premium for the unexpired period of insurance.

4.12.4 After cancellation by Chubb a refund of premium will be allowed pro rata for the unexpired period of insurance.

4.12.5 When the premium is subject to adjustment, cancellation will not affect the obligation of the "Insured" to supply to Chubb such information as is necessary to permit the premium adjustment to be calculated and to pay the amount of the adjustment applicable up to the date of cancellation.

4.13 Applicable Law and Jurisdiction

Should any dispute arise concerning this "Policy", the dispute will be determined in accordance with the law of Hong Kong SAR. In relation to any such dispute the parties agree to submit to the exclusive jurisdiction of the court of Hong Kong SAR.

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Attachment 1

Your Duty of Disclosure

Before you enter into a contract of general insurance with an insurer, you have a duty to disclose to the insurer every matter within your knowledge that is material to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

This duty is in addition to your duty to answer fully and accurately the questions set out on the proposal form.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by the insurer,
- that is of common knowledge;
- that your insurer knows or, in the ordinary course of its "business", ought to know;
- as to which compliance with your duty is waived by the insurer.

It is important that all information provided in support of your application for insurance is understood by you and is correct, as you will be bound by your answers and by the information provided by you. If you do not understand any part of this notice, you should obtain independent advice.

Your duty of disclosure continues after your application for insurance has been completed up until the contract of insurance is entered into.

Consequences of Non Disclosure

If you fail to comply with your duty of disclosure, Chubb may have the option of avoiding the contract from its beginning.

If your non disclosure is fraudulent, Chubb may also have the right to keep the premium that you have paid.

Change of Risk or Circumstances

You should advise Chubb as soon as practicable of any change to your normal "business" as disclosed to Chubb prior to entering into the contract of insurance. This includes every change materially affecting the facts or circumstances existing at the commencement of this insurance, or at any subsequent renewal date.

Subrogation

Where you have agreed with another person or company, who would otherwise be liable to compensate you for or contribute towards any loss or damage which is covered by the "Policy", that you will not seek to recover such loss or damage or contribution from that person, Chubb will not cover you, to the extent permitted by law, for such loss or damage or contribution.

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Personal Information Collection Statement

The Company ("**We/Us/Our**") want to ensure that **Our Insured Persons** ("**You/Your**") are confident that any personal data collected by **Us** is treated with the appropriate degree of confidentiality and privacy.

This Personal Information Collection Statement sets out the purposes for which **We** collect and use personally identifiable information provided by **You** ("**Personal Data**"), the circumstances when **Personal Data** may be disclosed and information regarding **Your** rights to request access to and correction of **Personal Data**.

(a) Purposes of Collection of Personal Data

We will collect and use **Personal Data** for the purposes of providing competitive insurance products and services to **You**, including considering **Your** application(s) for any new insurance policies and administering policies to be taken out with **Us**, arranging the cover and administering and managing **Your** and **Our** rights and obligations in relation to such cover. **We** also collect the **Personal Data** to be able to develop and identify products and services that may interest **You**, to conduct market or customer satisfaction research, and to develop, establish and administer alliances and other arrangements with other organisations in relation to the promotion, administration and use of **Our** respective products and services. **We** may also use **Your Personal Data** in other ways with **Your** consent.

(b) Direct marketing

Only with **Your** consent, **We** may also use **Your** contact, demographic, policy and payment details to contact **You** with marketing information regarding our insurance products by mail, email, phone or SMS.

(c) Transfer of Personal Data

Personal Data will be kept confidential and **We** will not sell **Your Personal Data** to any third party. **We** limit the disclosure of **Your Personal Data** but, subject to the provisions of any applicable law, **Your Personal Data** may be disclosed to:

(i) third parties who assist **Us** to achieve the purposes set out in paragraphs a and b above. For example, **We** provide it to **Our** relevant staff and contractors, agents and others involved in the above purposes such as data processors, professional advisers, loss adjudicators and claims investigators, doctors and other medical service providers, emergency assistance providers, insurance reference bureaus or credit reference bureaus, government agencies, reinsurers and reinsurance brokers (which may include third parties located outside Hong Kong);

(ii) **Our** parent and affiliated companies, or any company within Chubb local and outside Hong Kong;

(iii) the insurance intermediary through which **You** accessed the system;

(iv) others for the purposes of public safety and law enforcement; and

(v) other third parties with **Your** consent.

With regard to the above transfers of **Personal Data**, where applicable, **You** consent to the transfer of **Your Personal Data** outside of Hong Kong.

(d) Access and correction of Personal Data

Under the Personal Data (Privacy) Ordinance ("PDPO"), **You** have the right to request access to and correction of **Your Personal Data** held by **Us** about **You** and **We** will grant **You** access to and correct **Your Personal Data** as requested by **You** unless there is an applicable exemption under the PDPO under which **We** may refuse to do so. **You** may also request **Us** to inform **You** of the type of **Personal Data** held by **Us** about **You**.

Requests for access or correction of **Personal Data** should be addressed in writing to:

Chubb Data Privacy Officer
39/F, One Taikoo Place,
979 King's Road,
Quarry Bay, Hong Kong
O +852 3191 6800
F +852 2560 3565
E Privacy.HK@Chubb.com

Your request to obtain access or correction to your Personal Data will be considered within forty (40) days of **Our** receipt of **Your** request. **We** will not charge **You** for lodging a request for access to **Your Personal Data** and if **We** levy any charges for providing information, such charges will not be excessive. No fee is charged for data correction requests.

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About Chubb in Hong Kong

Chubb is the world's largest publicly traded property and casualty insurance company. With both general and life insurance operations, Chubb has been present in Hong Kong SAR for more than 90 years via acquisitions by its predecessor companies. Its general insurance operation in Hong Kong SAR (Chubb Insurance Hong Kong Limited) is a niche and specialist general insurer. The company's product offerings include property, casualty, marine, financial lines and consumer lines designed for large corporates, midsized commercial & small business enterprises as well as retail customers. Over the years, it has established strong client relationships by being consistent and responsive, by offering market leading claims services and innovative products, and providing market leadership built on financial strength.

More information can be found at www.chubb.com/hk.

Contact Us

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