



Assicurazioni Generali S.p.A. 忠意保險有限公司
21/F, 1111 King's Road, 香港太古城英皇道 1111 號 21 樓
Taikoo Shing, Hong Kong 電話 +852 2521 0707
T +852 2521 0707 傳真 +852 2521 8018
F +852 2521 8018 info@generali.com.hk
info@generali.com.hk
generali.com.hk generali.com.hk

FIRE INSURANCE POLICY

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Please read this insurance carefully and see that it meets your requirements.

If you find anything missing or have any query, please do not hesitate to contact your insurance adviser or our Company.

The Fire Insurance Policy is an insurance contract between Assicurazioni Generali S.p.A. (hereinafter referred to as “the Company”) and the Insured named in the Schedule. The contract is evidenced by this document and is hereinafter referred to as this Policy.

The Proposal, this Policy, the Schedule and any Endorsement or Memorandum hereon will be considered as one document and any word or expression to which a specific meaning has been attached in any of them will bear such meaning throughout. In this Policy, unless the context otherwise requires, the singular includes the plural and vice versa, and a reference to one gender includes a reference to the other genders.



Cover

In consideration of the Insured named in the Schedule hereto paying to the Company named in the Schedule the Premium mentioned in the Schedule

The Company agrees (subject to the terms, exceptions and conditions contained herein or endorsed or otherwise expressed hereon which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the rights of the Insured to recover hereunder) that if the Property Insured at the Situation described in the Schedule or any part thereof shall suffer any loss destruction or damage (hereinafter referred to as 'Damage') caused by fire, or by lightning, or by explosion of boilers or gas used for domestic purposes only, or by any Extra Peril specified in the Schedule, at any time during the Period of Insurance or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of this Policy, the Company shall pay to the Insured the value of the Property Insured at the time of the happening of its loss or destruction or the amount of such damage or at the Company's option reinstate or replace such Property or any part thereof

Provided that the liability of the Company shall in no case exceed

- a) in the whole the Total Sum Insured or in respect of any item its Sum Insured at the time of the Damage, or
- b) if any other Damage shall have occurred during the same Period of Insurance, the Sum Insured remaining after payment for such Damage unless the Company shall have agreed to reinstate any such Sum Insured.

Exceptions

Unless otherwise expressly stated in the Policy, this insurance does not cover

- 1) Damage occasioned by or through or in consequence of, directly or indirectly, any of the following
 - a) fire or explosion resulting from earthquake, volcanic eruption or other convulsion of nature;
 - b) the Property Insured's own spontaneous fermentation or heating;
 - c) the Property Insured undergoing any process involving the application of heat;
 - d) burning whether accidental or otherwise of forests, bush, prairie, pampas or jungle, and the clearing of lands by fire;
 - e) the burning of Property by order of any public authority;
 - f) riot, civil commotion, strikers or locked-out workers;
 - g) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war;
 - h) mutiny, military or popular uprising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege;
 - i) any nuclear weapons material;
 - j) ionising, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, solely for the purpose of this exception combustion shall include any self-sustaining process of nuclear fission;
 - k) pollution or contamination not resulting from an insured peril;
 - l) theft during or after the occurrence of a fire;
 - m) explosion other than of boilers or gas used for domestic purposes only.
- 2) Damage to any electrical machine, apparatus, or any portion of the electrical installation arising from or occasioned by its own over-running, excessive pressure, short circuiting, self heating, arcing or leakage of electricity arising from whatever cause (lightning included);
- 3) Damage to Property which at the time of the happening of such Damage is insured by, or would but for the existence of this Policy, be insured by any marine policy or policies, except in respect of any excess beyond the amount which would have been payable under such marine policy or policies had this Policy not been effected;
- 4) goods held in trust or on commission, bullion, unset precious stones, works of art, manuscripts, plans, drawings or designs, patterns, models, moulds, securities, obligations, documents, stamps, coined or paper money, cheques, books of accounts, business books, computer systems records, explosives;
- 5) consequential loss or damage of any kind or description.

Conditions

- 1) **Identification**
This Policy and the Schedule (which forms an integral part of the Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they may appear.
- 2) **Misrepresentation**
If there be any material misdescription of any of the Property Insured, or of any building or place in which such property is contained, or any misrepresentation as to any material fact to be known for estimating the risk, or any omission to state such fact, the Company shall not be liable



under this Policy so far as it relates to property affected by any such misdescription, misrepresentation or omission.

3) Reasonable Precautions

The Insured shall maintain the Property Insured in a proper state of repair and take all reasonable precautions to prevent Damage thereto.

4) Alterations and Removals

Unless the Insured has obtained the consent of the Company in writing before the occurrence of any Damage, the insurance ceases to attach regarding the Property affected under any of the following circumstances

- a) if the trade or manufacture carried on by the Insured be altered, or if any circumstances affecting the Situation insured be changed in such a way as to increase the risk of Damage by any of the Insured Perils;
- b) if the Situation insured becomes unoccupied and so remains for a period of more than 30 days;
- c) if the Property Insured is removed from the Situation insured;
- d) if the interest in the Property Insured passes from the Insured otherwise than by will or operation of law.

5) Cancellation

This Policy may be cancelled at any time

- a) by the Insured on notice to that effect being given in writing to the Company, in which case the Company shall retain the customary short period rate for the time the Policy has been in force;
- b) by the Company on seven (7) days' advance notice to that effect being given in writing to the Insured's last known address, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

6) Warranties

Every warranty to which the Property Insured or any item thereof is or may be made subject shall from the time the warranty attaches apply and continue to be in force during the whole currency of this Policy, and non-compliance with any such warranty shall be a bar to any claim in respect of such Property or item, provided that whenever this Policy is renewed a claim in respect of Damage occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before commencement of such period.

7) Claims (Action by the Insured)

If any event giving rise to or likely to give rise to a claim under this Policy comes to his knowledge the Insured shall

- a) immediately
 - i) take steps to minimise the Damage and recover any missing property
 - ii) give notice in writing to the Company
 - iii) give notice to the Police in the event of deliberate or malicious damage;
- b) within thirty (30) days or such further time as the Company may in writing allow deliver to the Company
 - i) a claim in writing for the Damage containing as particular an account as may be reasonably practical of all the several articles or items of Property Damaged and the amount of Damage thereto respectively, having regard to their value at the time of the Damage
 - ii) particulars of all other insurances if any;
- c) at all times at his own expense provide to the Company all such information and available documents or proofs regarding
 - i) the origin and cause of the Damage and the circumstances under which the Damage occurred
 - ii) any matter touching the liability or the amount of liability of the Company

as may be reasonably required by the Company together with a declaration on oath or in other legal form of the truth of the claim and any matters connected therewith.

8) Forfeiture of Benefits

All benefits under this Policy shall be forfeited

- a) if any claim made be in any respect fraudulent;
- b) if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain benefit under this Policy;
- c) if any Damage is caused by the wilful act or with the connivance of the Insured;
- d) if the Insured or any person acting on his behalf shall hinder or obstruct the Company in the exercise of its rights;
- e) in respect of any claim made and rejected if an action or suit be not commenced within twelve (12) months after such rejection;
- f) in respect of any claim where arbitration takes place pursuant to Condition 14 of this Policy and an action or suit be not commenced within twelve (12) months after the making of an arbitration award;
- g) in respect of any claim after the expiration of twelve (12) months from the happening of the Damage, unless such claim is the subject of pending legal action or arbitration.

9) Possession Rights

On the happening of Damage in respect of which a claim is made

- a) the Company and any person authorised by the Company may without hereby incurring any liability or diminishing any of the Company's rights under this Policy
 - i) enter take or keep possession of the premises where such Damage has occurred;
 - ii) take possession of or require to be delivered to the Company any Property Insured and deal with such Property for all reasonable purposes and in any reasonable manner;
- b) no Property may be abandoned to the Company whether taken possession of by the Company or not.

10) Option to Reinstate

The Company may at its option, repair or replace the Property Damaged, or any part thereof, instead of paying the amount of the Damage, or may



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21/F, 1111 King's Road, 香港太古城英皇道 1111 號 21 樓
Taikoo Shing, Hong Kong 電話 +852 2521 0707
T +852 2521 0707 傳真 +852 2521 8018
F +852 2521 8018 info@generali.com.hk
info@generali.com.hk
generali.com.hk generali.com.hk

join with any other persons companies or insurers in so doing, but the Company shall not be bound to repair exactly or completely, but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in repair than it would have cost to repair such Property as it was at the time of the occurrence of such Damage, nor more than the Sum Insured thereon.

If the Company so elects to repair or replace any Property, the Insured shall at his own expense furnish the Company with such plans specifications measurements quantities and such other particulars as the Company may require, and no acts done or caused to be done by the Company with a view to repair or replace shall be deemed an election by the Company to repair or replace.

If in any case the Company shall be unable to repair or replace the Property Insured because of any law or regulations in force affecting the alignment of streets, or the construction of buildings, or otherwise, the Company shall, in every such case, only be liable to pay such sums as would be required to repair or replace such Property if the same could lawfully be repaired to its former condition.

11) Average (Underinsurance)

If at the time of Damage, the Property Insured be collectively of greater value than the Sum Insured thereon, the Insured shall bear a share of the Damage corresponding directly to the proportion of underinsurance. Every item, if more than one, of the Property Insured shall be separately subject to this Condition.

12) Contribution

If at the time of Damage, there be any other insurance effected by or on behalf of the Insured covering any of the Property Damaged, the liability of the Company hereunder shall be limited to its rateable proportion of such Damage.

If any such other insurance is expressed to cover any of the Property Insured, but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably to the Damage, the liability of the Company hereunder shall be limited to such proportion of the Damage as the sum hereby insured bears to the value of the Property.

13) Subrogation

The Insured shall at the request and at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from any other parties, to which the Company shall be or would become entitled or subrogated upon its paying or making good any Damage under this Policy, whether such acts and things shall be or become necessary or required before or after indemnification by the Company.

14) Arbitration

If any difference shall arise as to the amount to be paid under this Policy such difference shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance. 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 Hongkong 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.

15) Minimum Premium

This Policy shall be subject to a minimum premium of HK\$500.

16) Rights of Third Parties

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.

Extra Perils Endorsement

This Policy is extended, but only as specified in the Policy Schedule on payment of extra premiums, to cover Damage caused by the Extra Perils described hereunder provided always that all the Conditions of this Policy (except insofar as they may be hereby expressly varied) shall apply as if they had been incorporated herein and for this purpose any Damage by the specified Extra Perils shall be deemed to be Damage by fire within the meaning of this Policy.

EP01A Aircraft

Damage directly caused by aircraft and other aerial devices or articles dropped therefrom excluding Damage caused by any aircraft for which permission to land has been extended by the Insured.

EP02A Bush Fire

Damage occasioned by or through or in consequence of the burning of forests, bush prairie, pampas or jungle and the clearing of lands by fire but excluding such clearing by or on behalf of the Insured.

EP03B Earthquake (Fire, Shock & Flood)

Damage by fire or otherwise, directly caused by earthquake or volcanic eruption including flood or overflow of the sea occasioned thereby, but excluding in respect of Damage caused other than by fire

- a) the first HK\$3,000 of each and every loss as ascertained after the application of any condition of average and occurring within each and every separate period of seventy-two (72) consecutive hours during the currency of this Policy
- b) metal smoke stacks, awnings, blinds, signs or other outdoor fixtures and fittings unless specifically insured.

EP04A Explosion

Damage by fire or otherwise, directly caused by explosion, but excluding

- i) Damage to boilers, economizers, or other vessels, machinery or apparatus in which pressure is used, or Damage to their contents



resulting from their explosion

- ii) Damage occasioned by or through or in consequence, directly or indirectly, of any act of terrorism committed by any person acting on behalf of, or in connection with, any organization (for the purposes of this exclusion 'terrorism' means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear).

EP05B Vehicle Impact (by any vehicle)

Damage by fire or otherwise, caused by impact by any road vehicle, horses or cattle, but excluding the first HK\$3,000 of each and every loss as ascertained after the application of any condition of average.

EP06A Riot & Strike

Damage directly caused by

- a) the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not)
- b) the wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out
- c) the action of any lawfully constituted authority in suppressing or attempting to suppress or in minimising the consequences of any act mentioned in (a) and (b) above

but excluding

- i) Damage occasioned through or in consequence, directly or indirectly, of
 - a) any act of terrorism committed by any person acting on behalf of, or in connection with, any organization (for the purposes of this exclusion 'terrorism' means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear)
 - b) civil commotion assuming the proportions of or amounting to a popular rising
 - c) the malicious act of any person (whether or not such act is committed in the course of disturbance of the public peace) not being the wilful act of any rioter striker or locked-out worker in furtherance of a riot or strike or in resistance to a lock-out.
- ii) Damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.
- iii) Damage occasioned by
 - a) permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority
 - b) permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building provided nevertheless that the Company is not relieved of any liability to the Insured in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession.

EP06C Malicious Damage

Damage directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace), but excluding

- i) Damage by explosion
 - ii) Damage arising out of or in the course of theft or any attempt thereat
- provided that cover under Extra Peril EP06A (Riot & Strike) is in force and subject to the application of the exclusions under that Extra Peril extension wording other than (i) (c).

EP07A Spontaneous Combustion

Damage by fire only of or to the Property Insured caused by its own spontaneous fermentation, heating or combustion.

EP08A Sprinkler Leakage

Damage directly caused by water discharged or leaking from the Automatic Sprinkler Installation installed in that part of the Situation insured which is occupied by the Insured but excluding Damage to the said Installation, provided that

- i) such discharge or leakage of water shall be accidental and shall not be occasioned by or happen through
 - a) heat caused by fire
 - b) repairs or alterations to the buildings or premises
 - c) repair, removal or extension of the said Installation
 - d) the order of the Government or of any Authority
 - e) explosion, the blowing-up of buildings or blasting;
- ii) the Insured shall at all times take all reasonable steps to prevent damage to the said Installation and, so far as his responsibility extends, to maintain the said Installation, including the automatic external alarm signal, in efficient condition. In the event of any discharge or leakage from the said Installation the Insured shall do and permit to be done all things practicable, whether by removal or otherwise, to save and protect the Property Insured;
- iii) whenever it is intended to make any changes, repairs or alterations to the said Installation, the Insured shall give written notice thereof to the Company;
- iv) the Company shall have access to the Situation insured at all reasonable times for purposes of inspection and if the Company shall notify the Insured of defects in the construction or condition of the said Installation requiring alteration or repairs the Company may also at their option by notice in writing suspend the insurance by this extension until such alteration or repairs shall be duly completed.

EP09B Typhoon & Windstorm (including Flood)

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

- i) in respect of Damage caused other than by fire
 - a) the first HK\$3,000 of each and every loss as ascertained after the application of any condition of average and occurring within each and every separate period of seventy-two (72) consecutive hours during the currency of this Policy
 - b) metal smoke stacks, awnings, blinds, signs or other outdoor fixtures and fittings unless specifically insured
 - c) premises in course of construction, alteration or repair except when all outside doors, windows and other openings are complete

- and protected against typhoon or windstorm unless specifically insured
- ii) Damage caused by
 - a) subsidence or landslide
 - b) hail, whether wind driven or not
 - c) rain entering the building other than through openings made in its fabric by the direct force of the typhoon or windstorm
 - iii) Damage caused by
 - a) the escape of water from its normal confines whether natural or artificial
 - b) inundation from the sea
 unless directly resulting from typhoon or windstorm.

EP09C Typhoon, Windstorm & Flood

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

- i) in respect of Damage caused other than by fire
 - a) the first HK\$3,000 of each and every loss as ascertained after the application of any condition of average and occurring within each and every separate period of seventy-two (72) consecutive hours during the currency of this Policy
 - b) metal smoke stacks, awnings, blinds, signs or other outdoor fixtures and fittings unless specifically insured
 - c) premises in course of construction, alteration or repair except when all outside doors, windows and other openings are complete and protected against typhoon or windstorm unless specifically insured
- ii) Damage caused by
 - a) subsidence or landslide
 - b) hail, whether wind driven or not
 - c) rain entering the building other than through openings made in its fabric by the direct force of the typhoon or windstorm
- iii) Damage caused by accumulation of water resulting from circumstances where the Insured could, but have failed to, take reasonable steps to prevent such accumulation.

EP10A Water Tanks, Apparatus & Pipes

Damage directly caused by bursting or overflowing of water tanks, apparatus or pipes but excluding

- i) the first HK\$3,000 of each and every loss as ascertained after the application of any condition of average
- ii) Damage to water tanks apparatus or pipes
- iii) Damage caused by water discharged or leaking from any installation of automatic sprinklers.

EP11A Landslip & Subsidence

In consideration of payment of the additional premium, it is hereby agreed and declared that notwithstanding anything in the within written Policy contained to the contrary the insurance under this Policy shall extend to cover

Damage to the Property Insured caused by subsidence of the site or landslide, occurring within the period stated in the Schedule but excluding

- i) Damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences
 - a) coastal erosion
 - b) heave
 - c) bedding down of structures or the settlement of made up ground within five (5) years of the completion of such works.
- ii) Damage to paths drives fences gates boundary and retaining walls caused by subsidence and/or landslide.
- iii) unless otherwise specifically insured, the cost of removal of subsidence and/or landslide debris or the making good of the site following subsidence and/or landslide except in so far as is necessary to repair the Property Insured.
- iv) Damage directly occasioned by or through defective design or workmanship or the use of defective materials.
- v) consequential loss or damage of any kind or description.
- vi) the first HK\$10,000 or ten percent (10%) of each and every loss, whichever is the greater, as ascertained after the application of any condition of average and occurring within each and every separate period of seventy-two (72) consecutive hours during the currency of this Policy.

Warranted

- 1) The Insured shall maintain the Property Insured in sound repair and shall take all responsible steps to prevent Damage from the perils covered hereby.
- 2) The Insured shall maintain any man-made slope and retaining wall for which they are responsible in accordance with laws regulations codes and guides issued by the Hong Kong Government including the guideline stipulated in the GEOGUIDE 5 - GUIDE TO SLOPE MAINTENANCE published by the Geotechnical Engineering Office, Civil Engineering Department, Hong Kong.
- 3) The Insured shall notify the Company immediately
 - i) any excavations are commenced beneath, around or in the vicinity of the Property Insured.
In such event, the Company shall have the right to vary or cancel the cover provided under this Policy.
 - ii) of the operation of an insured peril affecting any part of the site (whether or not the Property Insured is involved) or its nearby surroundings.

Clauses Extensions Endorsements & Warranties

Y2K Year 2000 Exclusion Clause (10/98/A) (This Clause shall apply automatically to the Policy)

This Policy does not cover Damage or consequential loss directly or indirectly caused by or consisting of or arising from the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether the Property of the Insured or not, and whether occurring before, during or after the year 2000

- i) correctly to recognise any date as its true calendar date; or

- ii) to capture, save or retain, and/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; or
 - 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 software, 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;
- but this shall not exclude subsequent Damage or consequential loss not otherwise excluded, which itself results from a Defined Peril. The Defined Perils are:
- "Fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons (other than thieves), earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal."

WTE War And Terrorism Exclusion Endorsement (This Endorsement shall apply automatically to the Policy)

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense 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 to (1) and/or (2) above.

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

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

ITC IT Clarification Clause (This Clause shall apply automatically to the Policy)

Property damage covered under this Policy 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 data, 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 Policy:

- 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 or 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.

STC Sanctions Clause (This Clause shall apply automatically to the Policy)

The Company 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 Company 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 States of America or any other country, state or territory which has jurisdiction in the matter.

Territorial Exclusion Clause (This Clause shall apply automatically to the Policy)

The Company shall not indemnify the Insured/policyholder for any liability: (i) in respect of any judgment, award, payment, legal costs and expenses or settlement delivered, made or incurred where legal actions are brought in a court of law within countries which operate under the laws of <Excluded Countries/Territories>, or any order made anywhere in the world to enforce such judgment, award, payment, legal costs and expenses or settlement either in whole or in part; (ii) incurred by the government of <Excluded Countries/Territories> or resulting from activities that involve or benefit the government of <Excluded Countries/Territories> or where the payment of such indemnity by the Insurer will benefit the government of <Excluded Countries/Territories>; (iii) in respect of any settlement agreed or incurred outside of a court of law, prior to any legal actions being brought, by, or to the benefit of, persons or entities resident in <Excluded Countries/Territories>, Entities shall include any parent company, direct or indirect holding company owned or controlled by the government of <Excluded Countries/Territories>, persons or entities resident in <Excluded Countries/Territories>.

For the purposes of this territorial exclusion clause, the Insured/policyholder hereby acknowledges and agrees that <Excluded Countries/Territories> shall be listed under Generali Corporate website at https://www.generali.com.hk/EN_US/sanctioned_countries, with such list to be updated from time to time, and incorporated into the policy.

The following Clauses, Extensions and Warranties shall only apply to this Policy when specifically mentioned in the Schedule. (Payment of extra premiums may be required for the application of some of the Clauses and Extensions.)

A7 Foundation Exclusion Clause

The insurance on Building excludes that part of any building below the level of the under surface of its lowest floor.



Assicurazioni Generali S.p.A. 忠意保險有限公司
21/F, 1111 King's Road, 香港太古城英皇道 1111 號 21 樓
Taikoo Shing, Hong Kong 電話 +852 2521 0707
T +852 2521 0707 傳真 +852 2521 8018
F +852 2521 8018 info@generali.com.hk
info@generali.com.hk generali.com.hk generali.com.hk

A11 Lien Clause

Damage, if any, under this Policy shall be payable to the other interested party specified in the Schedule, as their interest may appear, whose receipt will be a valid discharge.

A12 Mortgagee / Non-Occupying Landlord Clause

It is hereby declared and agreed that this insurance shall not be invalidated by any change of occupancy or increase of risk taking place in the Property without the knowledge of the Insured, provided that he shall immediately, on the same coming to his knowledge, give notice thereof to the Company and pay any additional premium which may be required from the date of such increase of risk.

A13 Mortgagee Clause

Damage, if any, under this Policy shall be payable to the other interest party specified in the Schedule as Mortgagees or Assignees of mortgagee interest to the extent of their interest.

It is hereby agreed that in the event of Damage, the Company shall pay the Mortgagees or said Assignees to the extent of their interest but not exceeding the Sum Insured or the reinstatement value (less depreciation if any) of the Property Insured whichever is lower and that this insurance in so far as concerns the interest therein of the Mortgagees or said Assignees only shall not be invalidated by any act or neglect of the Mortgagor or Owner of the Property Insured, nor by anything whereby the risk is increased being done to, upon or in any building hereby insured, without the knowledge of the Mortgagees or said Assignees provided always that the Mortgagees or said Assignees shall notify the Company of any change of ownership or alteration or increase of hazard not permitted by this insurance as soon as any such change, alteration or increase shall come to their knowledge, and on demand shall pay to the Company the appropriate additional premium from the time when such increase of risk first took place.

And it is further agreed that whenever the Company shall pay the Mortgagees or said Assignees any sum for Damage under this Policy, and shall claim that as to the Mortgagor or Owner no liability therefore existed the Company shall at once be legally subrogated to all rights of the Mortgagees or said Assignees to the extent of such payment and the Mortgagees or said Assignees shall do and execute all such further or other acts, deeds, transfers, assignments, instruments and things as may be necessary or be reasonably required by the Company for the purpose of better effecting such subrogation, but such subrogation shall not impair the right of the Mortgagees or said Assignees to recover the full amount of their claim.

Provided that as between the Company and the Mortgagor or Owner of the Property Insured nothing contained in this Clause shall in any way constitute or be deemed to constitute any waiver of, or prejudice or affect any rights which the Company may have against the Mortgagor or Owner of the Property Insured, or lessen any obligations which may be imposed on the Mortgagor or Owner of the Property Insured either by or under this Policy or by law, and such rights and obligations shall as between the Company and the Mortgagor or Owner of the Property Insured remain in full force and effect.

The Company reserves the right to cancel this Policy at any time as provided by the terms thereof, but in such case this Policy shall continue in force for the benefit only of the Mortgagees or said Assignees for ten (10) days after notice to the Mortgagees or said Assignees of such cancellation, and shall then cease, and the Company shall have the right on like notice to cancel this agreement.

A14 All Other Contents

It is agreed that the term "Contents" is understood to include

- money and stamps not otherwise specifically insured for an amount not exceeding HK\$5,000;
- documents, manuscripts and business books but only for the value of the materials as stationery, together with the cost of clerical labour expended in writing up, and not for the value to the Insured of the information contained therein and for an amount not exceeding HK\$5,000 in respect of any one document, manuscript or business book;
- computer systems records but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to the Insured of the information contained therein for an amount not exceeding HK\$5,000;
- patterns, models, moulds, plans and designs, for an amount not exceeding HK\$5,000 in respect of any one pattern, model, mould, plan or design;

and so far as they are not otherwise insured

- employees' pedal cycles, clothing, tools and other personal effects for an amount not exceeding HK\$5,000 in respect of any one employee.
- Provided that

- the liability of the Company shall not exceed ten percent (10%) of Sum Insured on such item or HK\$50,000 whichever is the less;
- the total amount recoverable under any item of this Policy shall not exceed the Sum Insured thereby.

A18 Temporary Removal

Subject to the following provisions, the Property Insured by this Policy (other than stock in trade, merchandise, goods or any other items of similar nature) is covered whilst temporarily removed for cleaning, renovation, repair or other similar purposes elsewhere on the same or to any other premises and in transit thereto and therefrom by road, rail or public ferry, all in Hong Kong.

The amount recoverable under this Extension in respect of each item of the Policy shall not exceed the amount which would have been recoverable had the Damage occurred in that part of the premises from which the Property is temporarily removed, nor, in respect of any Damage occurring elsewhere than at the said premises, ten percent (10%) of the Sum Insured by the item after deducting therefrom the value of any building (exclusive of fixtures and fittings), stock in trade, merchandise, goods or any other items of similar nature insured thereby or HK\$100,000 whichever is the less.

This Extension does not apply to Property if and so far as it is otherwise insured, nor, as regards Damage occurring elsewhere than at the premises from which the Property is temporarily removed, to

- motor vehicles and motor chassis licensed for normal road use,
- Property held by the Insured in trust, other than machinery and plant.

A19 Reinstatement Value Clause

It is hereby agreed that in the event of Property Insured under (the item as specified in the Schedule of) the within Policy being Damaged the basis upon which the amount payable under (each of the said items of) the Policy is to be calculated shall be the reinstatement of the Property Damaged, subject to the following Special Provisions and subject also to the terms and conditions of the Policy except in so far as the same may be varied hereby.

For the purposes of the insurance under this Clause 'reinstatement' shall mean The carrying out of the aftermentioned work, namely

- a) Where Property is destroyed, the re-building of the Property, if a building, or, in the case of other property, its replacement by similar property, in either case in a condition equal to but not better or more extensive than its condition when new.
- b) Where Property is damaged, the repair of the damage and the restoration of the damaged portion of the Property to a condition substantially the same as but not better or more extensive than its condition when new.

Special Provisions

- 1) The work of reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable despatch; otherwise no payment beyond the amount which would have been payable under the Policy if this Clause had not been incorporated therein shall be made.
- 2) When any Property Insured under this Clause is Damaged in part only the liability of the Company shall not exceed the sum representing the cost which the Company could have been called upon to pay for reinstatement if such Property had been wholly destroyed.
- 3) No payment beyond the amount which would have been payable under the Policy if this Clause had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred.
- 4) Each item insured under this Clause is declared to be separately subject to the following Condition of Average, namely
 "If at the time of reinstatement the sum representing the cost which would have been incurred in reinstatement if the whole of the Property covered by such item had been destroyed exceeds the Sum Insured thereon at the breaking out of any fire or at the commencement of any Damage to such Property by any other peril hereby insured against then the Insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the Damage accordingly."
- 5) No payment beyond the amount which would have been payable under the Policy if this Clause had not been incorporated therein shall be made if at the time of any Damage to any Property Insured hereunder such Property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth herein.
- 6) Where by reason of any of the above Special Provisions no payment is to be made beyond the amount which would have been payable under the Policy if this Clause had not been incorporated therein the rights and liabilities of the Company and the Insured in respect of the Damage shall be subject to the terms and conditions of the Policy, including any Condition of Average therein, as if this Clause had not been incorporated therein.

(This Clause will not be applicable to any stock in trade, merchandise, goods or any other items of similar nature.)

A20 Public Authorities

The insurance by (the item specified in the Schedule of) this Policy extends to include such additional cost of reinstatement of the Damaged Property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Ordinance, Law, Statute or with Bye-Laws of any Municipal or Local Authority provided that

- 1) The amount recoverable under this Extension shall not include
 - a) the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws
 - i) in respect of Damage occurring prior to the granting of this Extension;
 - ii) in respect of Damage not insured by the Policy;
 - iii) under which notice has been served upon the Insured prior to the happening of the Damage;
 - iv) in respect of undamaged Property or undamaged portions of Property other than foundations (unless foundations are specifically excluded from the insurance by this Policy) of that portion of the Property Damaged.
 - b) the additional cost that would have been required to make good the Property Damaged to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen,
 - c) the amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the Property or by the owners thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws.
- 2) The work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within twelve (12) months after the Damage or within such further time as the Company may (during the said twelve (12) months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to the liability of the Company under this Extension not being thereby increased.
- 3) If the liability of Company under (any item of) the Policy apart from this Extension shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Company under this Extension (in respect of any such item) shall be reduced in like proportion.
- 4) The total amount recoverable under any item of this Policy shall not exceed the Sum Insured thereby.
- 5) All the conditions of the Policy except insofar as they may be hereby expressly varied shall apply as if they have been incorporated herein.

A21 Capital Additions

The insurance under (the item as specified in the Schedule of) this Policy extends to include additions and extensions to Property Insured, but not appreciation in value, made after the commencement of each annual Period of Insurance for an amount not exceeding ten percent (10%) of the Sum Insured on similar property under the relative item or HK\$100,000 whichever is the less, it being understood that the Insured will declare quarterly the value of any such additions and extensions and will pay the appropriate additional premium require from inception of the additional cover.

Amount so declared shall be added to the Sum Insured by the relative item by Endorsement whereupon the provisions of this Clause shall be fully reinstated.

(This Clause will not be applicable to any stock in trade, merchandise, goods or any other items of similar nature.)

A22 Rent Clause

The insurance on rent applies only if (any of) the said building(s) or any part thereof is unfit for occupation in consequence of its Damage and then the amount payable shall not exceed such proportion of the Sum Insured on Rent as the period necessary for reinstatement bears to the term of Rent insured.

A23 Architects' Surveyors' and Consulting Engineers' Fees

The insurance by this Policy shall include Architects', Surveyors' and Consulting Engineers' fees necessarily incurred in the reinstatement of the Property specified consequent upon its Damage but not for preparing any claim, it being understood that the amount payable for such fees shall not exceed those authorised under the Scale of Professional Charges of The Royal Institute of British Architects and/or of the Schedule of Professional Charges of The Royal Institute of Chartered Surveyors and/or of the Association of Consulting Engineers as the case may be, or of the respective equivalent local body. Provided that



- 1) the liability of the Company shall not exceed ten percent (10%) of Sum Insured on such item or HK\$100,000 whichever is the less;
- 2) the total amount recoverable under any item of this Policy shall not exceed the Sum Insured thereby.

A24 Removal of Debris

The insurance by this Policy shall include costs and expenses necessarily incurred by the Insured with the consent of the Company in

- a) removing debris,
- b) dismantling and/or demolishing,
- c) shoring up or propping

of the portion or portions of the Property insured by this Policy Damaged by fire or by any other peril hereby insured against. Provided that

- 1) the liability of the Company shall not exceed ten percent (10%) of Sum Insured on such item or HK\$100,000 whichever is the less;
- 2) the total amount recoverable under any item of this Policy shall not exceed the Sum Insured thereby.

A27 Stock Declaration Clause

In consideration of the premium by (the item as specified in the Schedule of) this Policy being provisionally calculated on seventy-five percent (75%) of the Sum Insured thereby the Insured shall declare the value of such Property on the last day of each month in writing to the Company within thirty (30) days thereafter and if a declaration be not so given the Insured shall be deemed to have declared the maximum Sum Insured as the value.

If the Property described in (the said item of) this Policy is also insured under any other policy, the value declared shall be that proportion of the total value of the Property which the Sum Insured on such Property under this Policy bears to the total of the sums insured under all policies on such Property.

The value declared shall be the average of the values at risk on each day of the period between each declaration.

On the expiry of each Period of Insurance the actual premium (for the said item) shall be calculated at one hundred percent (100%) of the agreed rate (specified for the said item) per annum on the average amount declared, i.e. the total of the sums declared divided by the number of declarations. If the actual premium be greater than the provisional premium paid the Insured shall pay the difference; if it be less, the difference shall be repaid to the Insured, but such repayment shall not exceed fifty percent (50%) of the provisional premium.

In consideration of the insurance not being reduced by the amount of any Damage the Insured shall pay the appropriate extra premium of the amount of the Damage from the date thereof to the date of the expiry of the Period of Insurance.

It is warranted that every insurance on the Property be identical in wording with this insurance.

A33 Legal Requirements Warranty

Warranted that the Insured shall duly comply with and observe all provisions, requirements and regulations of

- i) Fire Services Department and/or
- ii) Labour Department and/or
- iii) Dangerous Goods Ordinance and/or
- iv) Factories and Industrial Undertakings Ordinance and/or
- v) Any other Statutory Obligation

including any notice given and requirements made pursuant to same the breach and disregard of which may affect or increase the risk hereby insured except only that this Warranty shall not apply in respect of any Ordinance, Regulation Notice or Requirement expressly waived by the Company by endorsement on this Policy.

A34 Storage Warranty

Warranted no waste materials or goods of any description whatsoever whether belonging to the Insured or not shall be stored temporarily or otherwise on any staircase or landing or in any passageway within or in common use with the premises described in the Policy.

Provided that the Company shall be deemed to have waived any breach of this Warranty not occasioned by or contributed to by the Insured of which the Company shall have received written notice from the Insured prior to the occurrence of Damage.

Warranted also that all waste materials will be kept in receptacles and removed from the building daily.

A36 Stillage and Cills

It is warranted by the Insured that either:

- (a) All stock in trade, merchandise, raw materials and finished stock, other than work in progress, is raised at least 4 inches above the level of the floor, or
- (b) There are cills at least 4 inches height at every door opening leading from the premises described in the policy to any staircase, landing or passageway within or in common use with the said premises.

B7 Cold Store Clause A

This insurance does not cover Damage caused by change of temperature resulting from the total or partial disablement of the refrigerating plant by fire or any other cause.

B8 Cold Store Clause B

Notwithstanding anything herein contained to the contrary (the item as specified in the Schedule of) this Policy covers Damage to the Property thereby insured which may be caused by change of temperature resulting from the total or partial destruction or disablement of the refrigerating plant by fire or lightning as within defined, subject otherwise to the terms, limitations and conditions of the Policy.

B14 Flammable Liquids and Solvents Warranty A

Warranted no flammable liquids or solvents or any other substance having a flash point below 150°F (66°C) used or stored at the within described premises.

B24 Occupancy Warranty A

Warranted no goods or merchandise, other than samples, stored at the within described premises.



- B25 Occupancy Warranty B**
Warranted no trade processing or manufacturing carried on at the within described premises.
- B31 Petrol Warranty**
Warranted no petrol or other liquid fuel, other than in the fuel tanks of vehicles and a quantity not exceeding 4 gallons (18 litres) in metal cans fitted with lids, kept at the within described premises.
- B34 Plastic Goods Manufacturers Warranty B**
Warranted no raw materials for the manufacture of plastics other than protein based resins; products based on formaldehyde or other aldehydes; polyamide resins; polycarbonate based resins; polythene (polyethylene); silicone resins; cellulose acetate; fluorocarbons; polyester resins including alkyd resins; polystyrene, acetal resins, acrylic resins; acrylonitrile butadiene styrene (A.B.S.) resins, ethyl cellulose; halogenated plastics; epoxy resins; polypropylene used or stored at the within described premises.
- B54 Storage Warranty (Shops)**
a) Warranted no trade processing or manufacturing carried on at the premises which involves the use of
i) machinery with a motive power in excess of 5 H.P. in the aggregate
ii) heating or boiling apparatus other than of the small domestic type
b) Warranted no storage or deposit for sale of
1) acids
2) alcohol
3) ammunition, explosives, fireworks and firecrackers
4) bamboo, cane, willow, rattan and articles made therefrom
5) benzene and benzine
6) calcium carbide
7) candles and wax
8) chlorates, perchlorates and chlorites
9) compressed gases
10) cotton, hemp, jute and kapok (except in fully machine pressed and metal bound bales)
11) cotton quilts
12) films (nitrocellulose base)
13) firewood, charcoal and coal
14) flammable substances having a flash point below 150°F (66°C)
15) insecticides having a flash point below 150°F (66°C)
16) joss sticks and paper
17) kerosene
18) liquefied petroleum gases
19) matches, other than in tin-lined cases
20) matting and mat bags* (other than seagrass matting)
21) naphtha
22) nitrates and nitrites
23) oils having a flash point below 150°F (66°C)
24) oily and greasy rags and waste
25) paints, enamels and lacquers having a flash point below 150°F (66°C)
26) paper flowers, lanterns and the like and paper shavings
27) peroxides
28) petrol and petroleum spirits
29) phosphorus
30) potable spirits in containers other than bottles and jars
31) printing inks having a flash point below 150°F (66°C)
32) resins having a flash point below 150°F (66°C)
33) sodium hydroxide (caustic soda)
34) wood wool and shavings
*Matting and mat bags are permitted if used solely for packing or covering other goods at the premises.
- C1 85% Co-Insurance / Average Clause**
Notwithstanding anything contained herein to the contrary the Sum Insured by this Policy having been declared by the Insured to represent eighty-five percent (85%) of the total value of the Property described herein and the premium for this Policy having been calculated accordingly, it is hereby declared and agreed that if at the time of any Damage the Sum Insured shall be less than eighty-five percent (85%) of the total value of the Property Insured, the Insured shall be considered as a co-insurer to an extent sufficient to render the insured values equal to eighty-five percent (85%) of the total value of the Property described herein and in that capacity shall bear their proportion of any Damage that may occur. Every item, if more than one, of the Policy shall be separately subject to this Clause.
- C2 Non-Invalidation Clause**
This insurance shall not be invalidated by any act or omission or by any alteration whereby the risk of Damage is increased, unknown to or beyond the control of the Insured, provided that the Insured, immediately upon becoming aware thereof, shall give notice to the Company and pay the appropriate additional premium if required.



C3 Renovation Decoration and Additions Clause

Notwithstanding anything contained herein contrary to Condition 4a of this Policy, the Company agrees that renovation, decoration and additions being undertaken at the premises insured in this Policy shall not prejudice this insurance provided that the total contract value for such renovation, decoration and additions shall not exceed ten percent (10%) of Sum Insured on items (other than stock in trade, merchandise, goods or any other items of similar nature) or HK\$100,000 whichever is the less.

For the purpose of this Clause, this insurance shall not apply to the works or additional Property incorporated unless such works has been completed and declared to be included in the Policy and the Sum Insured being revised to reflect the same.

C4 Workman Clause

Workmen are allowed in or about any of the within mentioned premises for the purposes of carrying out normal upkeep, cleaning, repair or maintenance without prejudice to this insurance.

C6 Automatic Reinstatement of Sum Insured Clause

In the event of Damage recoverable under this insurance, the Sum Insured by this Policy shall, in the absence of written notice by the Company or the Insured to the contrary, be immediately reinstated in consideration of which the Insured undertakes to pay the appropriate additional premium.

C8 Fire Extinguishing Expenses Clause

This Policy is extended to include the cost or re-filling fire extinguishers that have been used during fire fighting activities provided that the Company's maximum liability under this Clause shall not exceed HK\$5,000 in all, which is part of and not in addition to the Total Sum Insured of this Policy.

C10 Automatic Cover Clause

The indemnity provided by this Policy shall apply automatically and shall include any increases in cost of reinstatement or replacement of the Property Insured through inflation or increase in cost of materials or labour not exceeding ten percent (10%) of the Sum Insured or HK\$100,000 whichever is the less during the Period of Insurance and/or from the date of Damage. It is understood that the Insured shall advise the Company of all such increases at the end of the Policy period and pay the appropriate additional premium calculated at one hundred percent (100%) of the agreed rate specified for the said item.

E&OC Error & Omission Clause

This insurance shall not be invalidated by any delay or unintentional error or omission in reporting

- a) new locations acquired or occupied; or
- b) values or descriptions of any interest insured

provided that such delay, error or omission shall be reported to the Company as soon as practicable after knowledge thereof.

ECC Extra Charges Clause

In the event of any part of the Insured Property sustaining Damage for which the Company is liable for the indemnity provided by this Policy, the insurance by this Policy shall include

- a) the costs necessarily incurred for the delivery of any part or parts by express or special delivery;
- b) the labour overtime costs necessary to expedite repairs (including Sundays, holidays and night works) for the execution of authorised repairs.

Provided that

- 1) the liability of the Company shall not exceed ten percent (10%) of Sum Insured on such item or HK\$100,000 whichever is the less;
- 2) the total amount recoverable under any item of this Policy shall not exceed the Sum Insured thereby.

MDC Misdescription Clause

This insurance shall not be invalidated by any alteration or misdescription of occupancy of the premises described in the Policy provided that the Insured shall notify the Company as soon as the Insured becomes aware of the same and shall pay the appropriate additional premium if required from the date of inception of such increase of risk arising from the alteration or misdescription of the occupancy.

NCC No Control Clause

Any breach of the within warranties in this Policy without the knowledge and consent of the Insured shall not prejudice this insurance provided that due diligence should be exercised by the Insured to ensure the same are complied with.



Assicurazioni Generali S.p.A. 忠意保險有限公司
21/F, 1111 King's Road, 香港太古城英皇道 1111 號 21 樓
Taikoo Shing, Hong Kong 電話 +852 2521 0707
T +852 2521 0707 傳真 +852 2521 8018
F +852 2521 8018 info@generali.com.hk
info@generali.com.hk generali.com.hk
generali.com.hk

Personal Information Collection Statement

- a) From time to time, it is necessary for you to supply Generali Life (Hong Kong) Limited / Assicurazioni Generali S.p.A. Hong Kong Branch (where applicable) (the “**Company**”) with data about yourself(ves), policyholder(s), life insured(s), beneficiary(ies), claimant(s), and / or other relevant individuals (the “**Personal Data**”) in connection with the provision of insurance and / or related products and services to you, the processing of claims under insurance policies issued and / or arranged by the **Company**, and / or the processing of any or all other requests, enquiries and complaints from you.
- b) Provision of the **Personal Data** to the **Company** by you is voluntary. However, failure to supply the **Personal Data** may result in the **Company** being unable to provide insurance and / or related products and services to you, process claims under insurance policies issued and / or arranged by the **Company**, and / or process any or all other requests, enquiries, or complaints from you.
- c) The purposes for which the **Personal Data** may be used are as follows:
- i) administering your insurance application, arranging and executing insurance contracts and / or related products and services, and managing your account with the **Company**;
 - ii) processing (including, but not limited to, investigating, analyzing, assessing and adjudicating) and / or settlement of claims under insurance policies issued and / or arranged by the **Company**;
 - iii) exercising rights of subrogation(if applicable);
 - iv) collection of amounts outstanding (if any) from customers;
 - v) arranging coinsurance and / or reinsurance in respect of the insurance policies issued and / or arranged by the **Company**;
 - vi) communicating with customers via telephone, mail, e-mail, facsimile and other communication means;
 - vii) providing customer services (including, but not limited to, processing enquiries and complaints) and other related activities;
 - viii) conducting data matching procedures;
 - ix) designing insurance and / or related products and services for customers’ use;
 - x) marketing insurance and / or other related products and services of the **Company** and / or its affiliated companies (which includes, but are not limited to, its group companies, parent company, trust companies of the Company’s parent company) (hereinafter referred to as the **Group Entities**);
 - xi) statistical or actuarial research of the **Company**, its **Group Entities**, insurance industry associations or federations, government departments, regulatory or other recognized bodies;
 - xii) complying with the requirements under any laws, rules, regulations, codes, guidelines, court orders, compliance policies and procedures, and any other relevant requirements which the **Company** and / or its **Group Entities** are expected to comply with, including, without limitation, performing due diligence on customers and making disclosures of the relevant information; and
 - xiii) fulfilling any other purposes directly relating to (i) to (xii) above.
- d) The **Personal Data** held by the **Company** shall be kept confidential, but the **Company** may provide the **Personal Data** to the following parties (whether within or outside the Hong Kong Special Administrative Region) for the purposes set out in paragraph (c) above, without prior notification to you and/or any other relevant individuals to whom the **Personal Data** is related:
- i) intermediaries, claims service provider, coinsurers, reinsurers, banks and credit-card companies, health and medical organizations, professional advisers, contractors, business partners, and / or any other relevant parties, as appropriate, who provide administrative, telecommunication, computer, payment, marketing, investigation, advisory and/ or other services to the **Company** in connection with the operation of its business;
 - ii) relevant insurance industry associations or federations, and/ or members of such industry associations or federations;
 - iii) overseas locations or branches, as appropriate, of the **Company** and / or its **Group Entities**;
 - iv) persons to whom the **Company** and / or its **Group Entities** are under an obligation to make disclosure under the requirements of as mentioned in (c) (xii);
 - v) any court, government departments, regulatory or other recognized bodies (including, without limitation, tax authority, insurance authority, etc.) under any laws binding on the **Company** and / or its **Group Entities**;
 - vi) lawful successors or assigns of the **Company**; and
 - vii) persons who owe a duty of confidentiality to the **Company** and / or its **Group Entities**.
- e) The **Company** may verify any or all of the **Personal Data** by using information collected and released or transferred by relevant insurance industry associations or federations, and / or members of such industry associations or federations.
- f) In accordance with the *Personal Data (Privacy) Ordinance (Cap 486)*:
- i) any individual has the right to:
 - A) check whether the **Company** holds **Personal Data** about him / her and, if so, obtain a copy of such data;
 - B) require the **Company** to correct any **Personal Data** relating to him / her that is inaccurate; and
 - C) ascertain the **Company**’s policies and practices in relation to **Personal Data** and to be informed of the kind of **Personal Data** held by the **Company**; and
 - ii) the **Company** has the right to charge a reasonable fee for the processing of any data access request.
- g) The person to whom requests for access to **Personal Data** and / or correction of **Personal Data** and / or for information regarding policies and practices and kinds of **Personal Data** held are to be addressed as follows:

*Personal Data Protection Officer,
Generali Life (Hong Kong) Limited / Assicurazioni Generali S.p.A. Hong Kong Branch (where applicable),
21/F, 1111 King’s Road, Taikoo Shing, Hong Kong.*

Note: In case of discrepancies between the English and Chinese versions of this Personal Information Collection Statement, the English version shall prevail.