

Money Insurance Policy



Tugu Insurance Company Limited
德高保險有限公司

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(Incorporated in Hong Kong)

Money Insurance Policy

Please read this Policy carefully upon receipt and promptly request the Company for necessary amendments.

WHEREAS the Insured described in the Schedule hereto (hereinafter called "the Insured") has made to the Tugu Insurance Company Limited (hereinafter called "the Company") a Proposal and Declaration which shall be the basis of this Contract and which is deemed to be incorporated herein.

NOW THIS POLICY WITNESSETH that in consideration of the payment to the Company of the premium stated in the Schedule the Company will (subject to the terms, exceptions and conditions contained herein or endorsed hereon) during the Period of Insurance as stated in the Schedule or during 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 indemnify the Insured against :-

1. loss of Money belonging to the Insured for the Trade or Business by any cause whatsoever in the circumstances or situations described in the Schedule hereto (except loss as hereinafter stated) occurring during the Period of Insurance and
2. the cost of repair or replacement of the safe or strongroom belonging to the Insured and containing Money be lost destroyed or damaged as a result of theft or attempted theft of such Money occurring during the Period of Insurance

PROVIDED THAT the maximum liability of the Company shall in no case exceed the Limit of Liability specified in the Schedule during the Period of Insurance.

For the purposes of this Policy the expression "Money" shall mean "Bank Notes, Currency Notes, Current Coins, Cheques, Postal Orders, Money Orders, Current Postage Stamps, Unexpired units in franking machines and Credit Card Sales Vouchers".

EXCEPTIONS

This Policy does not cover :-

1. loss during transit by post.
2. loss due to error or omission, depreciation in value or the use of dishonoured cheques or counterfeit money.
3. loss or damage by or through the collusion of or the fraudulent embezzlement by or the fraudulent misappropriation by the Insured or any person or persons in the service of the Insured.
4. loss of Money out of business hours abstracted from the Insured's safe or strongroom following the use of the key to such safe or strongroom or

any duplicate thereof belonging to the Insured unless such key has been obtained by threats of violence.

5. any loss occurring outside the Territorial Limit of this Policy.
6. any consequential loss whatsoever.
7. loss directly or indirectly occasioned by or happening through or in consequence of War, Invasion, Act of Foreign Enemy, Hostilities or War-like operations (whether War be declared or not), Civil War, Mutiny, Rebellion, Revolution, Insurrection, Conspiracy, Military or Usurped Power, Riot, Strike or Civil Commotion.
8. confiscation, detention, nationalisation, requisition or wilful destruction by any government, public, municipal, local or customs authority.
9. any loss, destruction or expense whatsoever resulting therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from :-
 - (a) ionizing radiations or contamination by radio activity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel for the purposes of this exclusion only combustion shall include any self-sustaining process of nuclear fission.
 - (b) nuclear weapons material.

CONDITIONS

1. This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.
2. In the event of any misrepresentation, misdescription or non-disclosure in any material particular, or if any claim made shall be fraudulent, or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy or if any false declaration or statement be made, then this Policy shall be void and no compensation shall be payable hereunder.
3. The Insured shall exercise reasonable care in the selection and supervision of employees and take all due and proper precautions for the safety of the property insured.
4. The Insured shall immediately upon the discovery of any loss covered by this Policy give notice thereof to the Police and take all practicable steps for the discovery and punishment of the guilty person or persons and for the recovery of the

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property lost. The Company may in the name of the Insured at any time at its own expense but without prejudice to any question between the Company and the Insured, take such steps as it deems fit for the recovery of any of the property lost or stated to be lost and for his purpose the Insured shall, as and when required give all information and assistance to the Company.

5. On the discovery of any loss covered by this Policy the Insured shall forthwith give notice thereof in writing to the Company stating the circumstances connected therewith and shall within seven days thereafter deliver to the Company a detailed statement of the loss. The Insured shall furnish all explanations, vouchers, proofs of ownership and other evidence to substantiate the claim; and the Insured shall, as far as reasonably practicable, give corroborative evidence of the statements made by them or their Employees in support of any claim. The Company shall be entitled to any property for the theft or loss of which a claim is paid hereunder and the Insured shall execute all such assignments or assurances of such property as may reasonably be required. The Company shall not be liable in respect of any loss which has not been notified to the Company within 14 days of its occurrence.
6. If at the time of any loss there be any other insurance effected by or on behalf of the Insured covering any Money as described herein the liability of the Company shall be limited to its rateable proportion of such loss whether or not such other insurance is subject to a provision excluding it from ranking concurrently with this policy.
7. (a) The premiums in respect of the transit risks are to be regulated by the amount of Money in transit during each Period of Insurance and a proper record shall be kept in the books of the Insured of all such Money. The Insured shall at all times allow the Company to inspect such books and within one month from the expiry of the Period of Insurance shall apply the Company with a correct account of all Money in transit insured by this Policy during the said period. If the ascertained amount shall differ from the estimated amount on which premium has been paid the difference in premium shall be met by a further proportionate payment to the Company or by a refund by the Company.
(b) A complete record of the amount of Money contained in safes shall be kept in some place other than in the said safes and the liability of the Company so far as regards Money insured in safes shall be limited to the amount of Money shown by such record to be in the safes at the time of any loss in no case exceeding the limit stated in the Schedule.
8. 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 will retain the customary short period rate for the time the Policy has been in force provided that no claim has been made within the Period of Insurance;
 - (b) by the Company on seven 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.
9. The interest of the Insured under this Policy shall not be assignable except with the written consent of the Company and the insurance shall ipso facto cease to be in force if the Insured shall permit any change to be made altering any of the facts set forth in the proposal.
10. If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted), such difference shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or, if they cannot agree upon a single Arbitrator, to the decision of two Arbitrators, one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties, or in case the Arbitrators do not agree, of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings, and the making of an award shall be a condition precedent to any right of action against the Company.
11. If the Company shall disclaim liability to the Insured for any claim hereunder, in no case shall the Company be liable in respect of such claim after the expiration of twelve calendar months from the date of such disclaimer unless the claim is the subject of pending Court Action or Arbitration.
12. The due observance and fulfilment of the terms, provisions and conditions of this Policy and any endorsements which may be made hereon shall be a condition precedent to any liability of the Company to make any payment under this Policy.

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Personal Information Collection Statement

Tugu Insurance Company Limited ("the Company") may collect personal information to enable the Company to carry on insurance business. The personal information may be used for the following purposes of:

- a. processing and assessing of applications for any insurance products and daily operation of the related services;
- b. any alterations, variations, cancellation or renewal of any insurance and related services;
- c. any claims or investigation or analysis of such claims;
- d. exercising any right under the insurance policy including right of subrogation, if applicable;
- e. meeting the requirements under any law and regulation, requests from regulators, industry bodies, government agencies and court order; and
- f. any activities directly relating to the above purposes.

The information you provide to the Company may be provided or transferred to the following parties in Hong Kong or overseas for the purposes set out in the above paragraph:

- a. any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment, debt collection, data processing or storage or related services or any other company carrying on insurance or reinsurance related business, or an intermediary, or a claim or investigation or other service provider providing services relevant to insurance business, for any of the above or related purposes;
- b. any association, federation or similar organization of insurance companies ("Federation") that exists or is formed from time to time for any of the above or related purposes or to enable the Federation to carry out its regulatory functions or such other functions that may be assigned to the Federation from time to time and are reasonably required in the interest of the insurance industry or any member(s) of the Federation;
- c. any members of the Federation by the Federation for any of the above or related purposes;
- d. regulators;
- e. lawyers;
- f. auditors; and
- g. any party under a duty of confidentiality to the Company including a group company of the Company which has undertaken to keep such information confidential.

If you do not agree to the use of your personal data for above purposes, it would not be possible for the Company to process your application and render the services.

You may seek access to and to request correction of any personal information concerning yourself held by the Company subject to payment of an administrative fee. Requests for such access or correction can be made in writing to the Data Protection Officer, Tugu Insurance Company Limited, 28/F, China Online Centre, 333 Lockhart Road, Wanchai, Hong Kong.

(If there is any inconsistency between the English and Chinese version of this Personal Information Collection Statement, the English version shall prevail.)

Privacy Policy Statement

Tugu Insurance Company Limited (the "Company") is committed to full compliance with the requirements of the Personal Data (Privacy) Ordinance, Cap.486 ("the Ordinance") in respect of the collection, use, retention and disclosure of personal information.

At all times, the Company shall endeavour to ensure all collection and/or storage and/or transmission and/or usage of personal data from individuals be done in accordance with the obligations and requirements of the Ordinance. In doing so, the Company will ensure that staff involved in handling personal data comply with the strictest standards of security and confidentiality.

We collect personal data in a number of ways. The most common circumstances in which we collect personal data are when you enquire about products we offer, you apply for an insurance product, or make a claim.

The types of personal data we collect from you will depend on the circumstances in which that information is collected. We may collect details including your name, HKID, date of birth, contact details and other personal data which is relevant to the insurance product you are applying for or the claim you are making.

The purposes for which your personal data will be used will depend on the circumstances in which that personal data is collected. We will inform you of the purposes for which we intend to use your personal data in the Personal Information Collection Statement at or before the time we collect your personal data.

Generally, we may use your personal data for the purpose for which you provided it to us; for the purposes which are directly related to the purposes for which you provided it to us; and any other purposes to which you have consented.

Your personal data may be provided or transferred to other third party. The third parties to whom your personal data will be disclosed will depend on the purposes for which that personal data is used. We will inform you of the third parties to whom your personal data will be disclosed in the Personal Information Collection Statement at or before the time we collect your personal data.

Generally, we may disclose your personal data as necessary for the purpose for which you provided it to us; for the purposes which are directly related to the purposes for which you provided it to us; and any other purposes to which you have consented.

In exceptional circumstances, we may be required or permitted by law to disclose personal data, for example to law enforcement authorities or to prevent a serious threat to public safety.

We will only retain the personal data for as long as it is necessary to fulfill the original or directly related purposes for which such data was collected, unless the personal data need to be retained to satisfy any applicable statutory, contractual or tortious obligations.

Under the Ordinance, individuals have the right to request access to and correction of their personal data held by the Company. Should you wish to access or correct your personal information held by us, please present your enquiry by writing to the Data Protection Officer of the Company at 28/F, China Online Centre, 333 Lockhart Road, Wanchai, Hong Kong. Any requests or access to and correction of personal information will be dealt with promptly and we will use our best endeavours to handle such requests before the expiry of 40 days maximum. A reasonable fee may be charged to offset the Company's administration and actual costs incurred in the complying with your data access request.

(If there is any inconsistency between the English and Chinese version of this Privacy Policy Statement, the English version shall prevail.)

Mar 2017

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個人資料收集聲明

德高保險有限公司(「本公司」) 會收集個人資料以經營保險業務。個人資料會被用作下列用途：

- 處理及評估任何保險產品的申請和相關服務的日常工作；
- 修改、變更、取消或更新任何保險和相關服務；
- 任何申索或調查或分析有關申索；
- 如適用，行使任何保險單內訂明的權利，包括代位權；
- 符合任何法例和附屬法例的規定，監管機構、行業團體和政府代理的要求及法庭命令；及
- 任何與上述用途直接有關的活動。

本公司可就上一段列明的用途把閣下給予本公司的資料提供或轉交至以下列在香港境內或海外的各方：

- 任何代理、承包商或第三方服務供應商，包括提供行政、電訊、電腦、付款、收債、數據處理或儲存或相關服務的供應商，或任何其他經營保險或分保相關業務的公司、或中介人、或提供申索或調查或其他提供與保險業務有關的服務供應商，作任何上述或相關的用途；
- 任何已成立或不時成立的協會、聯會或與保險公司相似的組織(「聯會」)作任何上述或相關的用途，或協助聯會履行其規管職責或其他不時獲分配的職責，而該等職責乃是為了保險行業或聯會任何會員的利益而合理地要求；
- 聯會任何成員由聯會作任何上述或相關用途；
- 監管機構；
- 律師；
- 核數師；及
- 任何一方對本公司有保密責任，包括承諾將該等資料保持機密的本公司集團公司。

如閣下不同意使用其個人資料作上述用途，本公司則無法處理閣下的申請和提供服務。

閣下可查閱和更正本公司持有有關閣下的任何個人資料。閣下可就有關查閱和更正的要求致函至香港灣仔駱克道 333 號中國網絡中心二十八樓德高保險有限公司資料保障主任。本公司有權收取相關的行政費用。

(若此個人資料收集聲明之中、英文版本有歧異之處，應以英文版為準。)

私隱政策聲明

德高保險有限公司(「本公司」) 致力恪守第 486 章《個人資料(私隱)條例》(「條例」)有關收集、使用、保留和披露個人資料的規定。

本公司將無時無刻盡力確保所收集及/或儲存及/或傳送及/或使用的所有個人資料，須遵照條例規定的責任和要求處理。在執行上，本公司將確保負責處理個人資料的員工遵守最嚴格的保安及保密標準。

我們以多個途徑收集個人資料，當中最常見的情況包括當閣下查詢本公司提供的產品、向本公司申請保險產品或提出申索時。

我們向閣下收集個人資料所屬的類別，視乎該資料是在甚麼情況下收集，可能包括閣下的姓名、香港身份證號碼、聯絡詳情及與閣下申請的保險產品或閣下的索償相關的其他個人資料。

閣下的個人資料用作甚麼用途視乎收集該資料的情況而定。我們會於收集閣下的個人資料時或之前，在「個人資料收集聲明」內通知閣下我們打算使用其個人資料的用途。

一般而言，我們可使用閣下的個人資料作閣下提供有關資料予我們的用途、與該等用途直接相關的用途及任何其他閣下已同意的用途。

我們可提供或轉交閣下的個人資料至其他第三方。我們向哪些第三方披露閣下的個人資料，視乎該資料被用作甚麼用途。我們會於收集閣下的個人資料時或之前，在「個人資料收集聲明」內通知閣下我們打算向哪些第三方披露閣下的個人資料。

一般而言，我們可因應閣下提供有關資料予我們的用途、與該等用途直接相關的用途及任何其他閣下已同意的用途的需要而披露閣下的個人資料。

在特殊情況下，我們可因應法律規定或准許，如按照執法機關的要求或為防止危害公眾安全，披露有關個人資料。

我們保留有關個人資料的時間並不會長於達致收集該等資料原來或直接相關的用途，除非個人資料須受任何適用的法定、合約或侵權責任的規限而被保留。

根據條例規定，個人有權要求查閱和更正本公司持有關於其本人的個人資料。若閣下欲查閱或更正本公司持有關於其本人的個人資料，請致函至香港灣仔駱克道 333 號中國網絡中心二十八樓德高保險有限公司資料保障主任表達有關要求。我們會將盡快處理任何關於查閱或更正個人資料的要求，並盡力於收到有關要求的 40 天限期內予以回覆。本公司或會收取合理的費用作行政和實際成本以便處理閣下的有關要求。

(若此私隱政策聲明之中、英文版本有歧異之處，應以英文版為準。)

2017 年 3 月