

## Personal Cyber Insurance

In consideration of the **Policyholder** paying to the **Company** the prescribed premium for this Personal Cyber Insurance ("the **Policy**"), the **Company** agrees subject to the conditions and exclusions contained herein or endorsed or otherwise expressed hereon to indemnify any **Insured** as defined herein in respect of any insured events of this **Policy** occurring during the **Insured Period**.

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### What is covered

Subject to the applicable **Limit of Liability**, **Deductible**, conditions and exclusions:

#### 1. Theft of Funds

**We** will indemnify **You** for any direct and pure financial loss that **You** sustain and are not compensated for by the issuing bank, financial institution or digital wallet company:

- a. as a result of a **Theft of Funds** due to unauthorized access to **Your** bank account, credit or debit card or **Digital Wallet(s)** perpetrated by a **Third Party** wholly or partially through **Your Personal Device** or otherwise by digital or electronic means, and/or
- b. as a consequence of **You** being a victim of **Phishing** or **Email Spoofing**, provided that:
  - i. **You** report in writing to the issuing bank, financial institution or digital wallet company within 7 days of discovery of the **Theft of Funds** and **You** lodge a local police report detailing the **Theft of Funds** within 7 days of discovery by **You**, and
  - ii. **You** provide evidence that the issuing bank, financial institution or the digital wallet company is not reimbursing **You** for the full amount of the **Theft of Funds**, **You** having used best efforts to obtain reimbursement from same.
  - iii. **We** will indemnify **You** for any reasonable and necessary costs incurred by **You** for prosecution of a criminal case against the **Third Party** for committing the **Theft of Funds** or the **Phishing** or **Email Spoofing** against **You**.

#### 2. Identity Theft

- a. **We** will indemnify **You** for any direct and pure financial losses including **Lost Wages** resulting from an **Identity Theft**, provided that:
  - i. **You** have reported to **Us** and the local police within 7 days of discovery of the **Identity Theft**, and
  - ii. in the case of **Lost Wages**, **you** can provide confirmation from **Your** employer that the **Lost Wages** are not otherwise being repaid.
- b. **We** will indemnify **You** for the reasonable and necessary costs incurred by **You** for credit monitoring services and identity monitoring.
- c. **We** will indemnify **You** for any reasonable and necessary costs incurred by **You** for prosecution of a criminal case against a **Third Party** for committing **Identity Theft** against **You**.
- d. **We** will pay to or on behalf of **You** all reasonable fees, costs and expenses of **Psychological Assistance and Treatment** resulting from an **Identity Theft**.

### 3. Data Restoration

**We** will reimburse **You** for any reasonable and necessary costs incurred by the involvement of an IT **Expert** after a **Cyber Incident** to restore **Your Data** from **Your Data Backup** or to decontaminate or clean **Your Personal Device(s)** from **Malware** to the closest possible condition in which they were immediately before the **Cyber Incident** occurred and to the extent such restoration is technically feasible.

### 4. Online Shopping

**We** will reimburse **You** for **Your** direct and pure financial loss due to transactions on the internet via payment card or **Digital Wallet** that **You** have been dishonestly induced to enter by a **Third Party** by electronic means to make a purchase of goods or services which are not delivered or rendered; provided that:

- i. **You** can show that **You** have made reasonable attempts to seek a recovery or refund from the **Third Party** and/or seller of the goods and services to indemnify **You** for **Your** financial loss;
- ii. the fraud event is reported by **You** to **Your** card issuer, payment service provider, financial institution or other relevant entity within 48 hours of discovery by **You**; and
- iii. **Your** card issuer, payment service provider, financial institution or other relevant entity refuses in writing to reimburse **You** for transactions made by **You** as a result of the fraud.

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## EXCLUSIONS (What is not covered)

**We** will not cover any claim by **You** under this **Policy** arising directly or indirectly from the following:

1. **Insured Events** or circumstances that could reasonably lead to an **Insured Event** which are known by **You** prior to the inception of this **Policy**.
2. any action or omission of **You** or any misbehaviour of **You** which is intentional, malicious, dishonest, deliberate or reckless.
3. any action or omission in **Your** capacity as an employee, self-employed person or in any professional or business capacity.
4. **War** or **Cyber Operation** (whether **War** be declared or not). Discharge of a nuclear weapon will be deemed to arise from war even if accidental.

Notwithstanding our burden of proof, which shall remain unchanged by this exclusion clause, for determining attribution of a **Cyber Operation** to a sovereign state, **You** and **We** will consider any available, objectively reasonable evidence. This may include formal or official attribution by the government of the sovereign state in which the computer systems affected by the **Cyber Operation** are physically located to another sovereign state or those acting at its direction or under its control.

5. failure, interruption, degradation or outage of infrastructure (e.g. any communication equipment, air conditioning, power supply installations, standalone generators, frequency inverter units, transformers and any other facilities that are used to maintain the functioning of electronic facilities that support computer systems and **Data**) or related services of the following third party providers that are not under your control: telecommunication (including the internet), internet service (including internet service providers responsible for the provision of services, hardware and technical equipment for accessing and use/operation of the internet; domain name system service providers;

other internet and external network service providers responsible for internet exchanges; network providers; and cable network, satellite and radio communication network operators), satellite, cable, electricity, gas or water providers.

6. loss of or damage to tangible property and any consequential losses resulting therefrom, including the loss of use of tangible property.
7. investment or trading losses including without limitation any inability to sell, transfer or otherwise dispose of securities.
8. bodily injury, psychological harm, trauma, illness or death. This exclusion shall not apply to anxiety or mental stress as set forth in Coverage Section "Identity Theft",
9. misappropriation, theft, infringement or disclosure of any intellectual property (such as patents, trademarks, copyrights). However, theft, infringement, misuse or abuse of patents will always remain excluded.
10. **Third Party Claims** made by one **Insured** against another **Insured**.
11. contractual liability which exceeds legal liability which would otherwise arise.
12. any costs of betterment of **Your Personal Device** to the **Insured Event**, unless unavoidable.
13. any loss of or damage to cryptocurrencies (e.g. Bitcoin, Ethereum, Ripple, IOTA), and any ransom payments.
14. gambling.
15. War and Terrorism Exclusion

Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** 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 exclusion 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 exclusion 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 **We** allege 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 **You**.

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

16. Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Exclusion

This **Policy** excludes loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

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

#### 17. Asbestos

Asbestos or silica or any asbestos or silica related injury or claim; or any alleged act, error, omission or duty involving asbestos or silica, their use, exposure, presence, existence, detection, removal, elimination or avoidance or the use, exposure, presence, detection, removal, elimination or avoidance of asbestos or silica in any environment, building or structure.

#### 18. Sanction Limitation and Exclusion Clause

This **Policy** shall not be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America and/or any other applicable national economic or trade sanction law or regulations.

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## How to make a claim

### 1. Reporting

**You** must report to **Us** as soon as is reasonably practicable or to the **Incident Response Provider** any actual **Insured Event** which may give rise to coverage under this **Policy** form together with all supporting documents. Information requested on the claim form includes the claimant's personal particulars, contact details and policy number. **You** should also include a brief description of the claim and particulars of other persons or witnesses involved, if applicable. Refer to **Our** website for details.

### 2. Assistance

Before **We** pay, and as a condition precedent to cover **You** shall:

- a. take all reasonable and necessary measures to minimise the duration and effect of any **Insured Event**,
- b. cooperate with **Us** the **Incident Response Provider** or any relevant law enforcement, government agencies, or financial institutions (including by preserving any **Hardware, Software and Data**),
- c. provide all documents and information to **Us** and render all assistance as reasonably requested by **Us** or the **Incident Response Provider** within a reasonable time frame, and
- d. assist in the conduct of lawsuits, in making settlements, and in enforcing any right of contribution or indemnity against any person or organization that may be liable to **You** because of acts, errors or omissions covered under this **Policy**.

### 3. Claims Against You

**You** must not, without **Our** prior written consent, admit liability for, pay, settle or prejudice any **Third Party Claim**. **You** must assist **Us** in investigating, defending and settling the **Third Party Claim** and assist any lawyer or other **Expert We** appoint on **Your** behalf to defend the **Third Party Claim**. **You** must pay the deductible to any **Third Party We** require to comply with any settlement. If **We** have directly indemnified any **Third Party**, **You** must immediately reimburse **Us** for the amount of the applicable **Deductible**.

### 4. Your Feedback Channels

If **You** have any feedback or comments on **Our** service, tell **Us** about it.

Refer to our website for details <<https://www.msg.com.hk/en/hong-kong/enquiries>>

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## Policy Conditions

1. **We** will not be liable for the **Deductible** applicable to each and every **Insured Event** or **Third Party Claim**. **Our** liability will be in excess of any **Deductible** and subject to the **Limit of Liability** for each and every **Insured Event** or **Third Party Claim** as well as the **Aggregate Limit of Liability** as stated in the **Schedule**.
2. In issuing this **Policy We** have relied upon **Your** statements, representations and information as being true and accurate. If your statements, representations or information contain misrepresentations which were made deliberately or recklessly and which materially affect **Our** acceptance of the risk or the hazard assumed, **We** shall not be liable for a loss or claim based upon, arising from, or in consequence of, any such misrepresentation. **We** are not obliged to return any of the premiums paid in such circumstances.
3. **We** are only obliged to indemnify **You** in accordance with this **Policy** if **You**:
  - a. make sure **Your Personal Devices** used and maintained as recommended by the manufacturer or supplier, and
  - b. prevent and mitigate loss or damages covered under this **Policy** by:
    - i. providing, maintaining and updating the operational system of **Your Personal Devices** within 14 days after an official security patch has been issued for installation,
    - ii. deployment of appropriate system, device and data security measures (e.g. anti-malware solutions),
    - iii. usage/change of appropriate passwords, and
    - iv. maintaining and updating at appropriate intervals **Data Backup** of **Your Data**, at least every 14 days.

However, **We** shall not refuse payment to **You** if **You** prove that **Your** non-compliance with the above preconditions was neither intentional nor grossly negligent. Equally **We** shall not refuse the payment to **You** if **You** prove the **Insured Event** was not caused or aggravated by the non-compliance with the above preconditions.

#### 4. Deductible Application

Any cover affecting more than coverage section of cover will be subject to the highest applicable **Deductible**.

#### 5. Other Insurance.

If **You** can benefit from other insurance for the same **Insured Event**, this **Policy** will apply in excess over this other valid and collectable insurance policy available to **You** except insurance written specifically to cover as excess over the applicable **Limit of Liability** in this **Policy**.

#### 6. Cancellation

The **Company** and the Policyholder may cancel this **Policy** by giving one (1) month' notice by registered post to the other party at the last known address and in such event, subject to the "**Premium Collection Clause**", no premium refund will be made under this **Policy**. Termination shall be without prejudice to any claims occasioned during the **Policy Period**, and before the effective date of such termination.

In the circumstances of termination of this **Policy** by the **Company** or the Policyholder, according to the existing terms, limits, exceptions and conditions, all existing insurance contract shall continue until expiration of their respective **Insured Period** or the events stated in Policy Conditions 8. below, whichever is the earliest.

#### 7. Premium Collection Clause

At the beginning of each month, the Policyholder shall pay the premium to the **Company** according to the **Premium** as specified in the Schedule and the monthly declaration of the total number of **Insured** eligible for the coverage provided by the Policyholder in a pre-agreed format during the **Policy Period**.

No premium refund, however, shall be made by the **Company** to the Policyholder in event of the eligible **Insured** has been declared by the Policyholder to the **Company** and there is termination of relationship between **Insured** and the Policyholder.

#### 8. Termination Clause

Coverage of any one **Insured** shall terminate forthwith on the earliest of the following events:

- a. the termination of coverage for the **Insured** by the Policyholder;
- b. the termination of coverage by the **Insured**;
- c. when the **Insured** ceases to be the customer of the Affinity;
- d. the death of the **Insured**.

#### 9. Assignment

**You** may not assign any legal rights or interests in this **Policy** without **Our** prior written consent.

#### 10. Severability

Any unenforceable provision of this **Policy** will not affect any other provisions and, if practicable, will be replaced with an enforceable provision with the same or similar intent as that unenforceable provision.

#### 11. Exclusion of Rights under Contracts (Rights of Third Parties) Act

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**.

## 12. Governing Law / Jurisdiction

The **Policy** is subject to the exclusive jurisdiction of Hong Kong and is to be construed according to the laws of Hong Kong.

## 13. Definitions

Any terms in this **Policy** that are in bold are defined terms and shall have the meaning stated in the **Definitions**. A definition in this **Policy** in the singular shall include the plural and vice versa.

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## Claims Conditions

For **Us** to pay claims under this **Policy**, **You** must keep to the following conditions.

### Telling Us about a Claim

Any **Insured Event** (other than a **Third Party Claim**; see separate requirements below) must be first discovered by **You** during the **Policy Period** and reported to **Us** during the **Policy Period** or within 72 hours of expiry or termination of the **Policy Period** (or within such shorter timeframe as specified below).

Any **Third Party Claim** must first be made against **You** during the **Policy Period** and reported to us during the **Policy Period** or within 72 hours of expiry or termination of the **Policy Period**.

**You** must provide **Us** with full details of the claim, and any other insurance **You** may have covered the same claim, any writ, summons or prosecution against **You**.

Any **Insured Events** arising from the same original cause will be deemed to be one **Insured Event**, such **Insured Event** will be deemed to be first discovered or to have first occurred upon first discovery or occurrence of the first **Insured Event** of the series, and a single **Deductible** and single **Limit of Liability** will apply in respect of the series. This applies to **Insured Events** discovered during the **Policy Period** and reported to **Us** during the **Policy Period** or within 72 hours of expiry or termination of the **Policy Period**.

### Conduct of the Claim

**You** and or any person acting for **You**:

- a. must not negotiate any claim or admit or deny legal responsibility without **Our** written permission.
- b. must co-operate fully with **Us** as well as **Our** appointed representatives such **Incident Response Manager**, investigators, loss adjusters.
- c. must give **Us** all medical reports, certificates, information and evidence required by **Us** or **Our** appointed representatives which **We** may need at **Your** expense.

## Subrogation

If any payment is made under this **Policy**, **We** will be subrogated (i.e. entitled to seek recovery of costs from any **Third Party**) to the extent of such payment up to all **Your** rights of recovery from any **Third Party**. **You** must do all that is necessary to assist **Us** in exercising and must not prejudice such rights. Any monies recovered will be applied firstly to any costs and expenses made to obtain the recovery, secondly to any payments made by **Us** and thirdly to any other payments made by **You**.

## Arbitration

If **We** shall disclaim policy liability or there is any dispute as to the amount to be paid under this **Policy** (collectively known as "the Dispute"), the Dispute shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance (Cap. 609 of the Laws of Hong Kong) as amended from time to time. If the parties fail to agree upon the choice of Arbitrators or Umpires, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this **Policy** that an arbitration award shall be first obtained.

If the Dispute shall not within 12 months from the date of disclaimer or the date of rejection of the claim have been referred to arbitration under the provisions herein contained, then such claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

## False or Exaggerated Claims

If **You** or anyone acting for **You** makes a claim under this **Policy** knowing the claim to be dishonest or exaggerated in any way, **We** will not pay the claim and all cover under this **Policy** will end immediately. **We** can inform the police about this.

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## Definitions

**Aggregate Limit of Liability** – the amount stated in the **Schedule** which shall be the maximum amount payable by **Us** under this **Policy** for the total of all loss whether in respect of first party cover or **Third Party Claims** or payment of any expenses including any payment made by **Us** to the **Incident Response Provider**.

**Cyber Incident** – any **Malicious Act** or **Malware** occurring on **Your Personal Devices**.

**Cyber Operation** - the use of a computer system by, at the direction of, or under the control of a sovereign state to

- (i) disrupt, deny access to or, degrade functionality of a computer system, and/or
- (ii) copy, remove, manipulate deny access to or, destroy information in a computer system.





**Data** – any digital information, irrespective of the manner in which it is used, stored or displayed (such as text, figures, images, video, recordings or **Software**).

**Data Backup** - is a copy of **Your Data** stored outside of **Your Personal Devices** so that it may be used to restore **Your** original **Data** after an **Insured Event**.

**Deductible** – with respect to any one **Insured Event**, the amount (as stated in the **Schedule**) which **You** must pay in case of any claim under this **Policy**.

**Digital Wallet** – any online account in which **You** deposit or earn money which is denominated in a specific currency that can be spent in an (online) store.

**Email Spoofing** – any forgery or wrongful manipulation of an email so that the receiver is misled to believe that the email is real and therefore trusts its faked origin.

**Expert** – any person or legal entity that is not a direct family member or business associate appointed by you at your own discretion with the prior written consent of **Us**.

**Hardware** – the physical components of any **Personal Devices** used to store, record, transmit, process, read, amend or control **Data**.

**Identity Theft** – the digital theft or acquisition by fraudulent means of **Personal Data** which has resulted or could reasonably result in the wrongful use of such **Personal Data**.

**Incident Response Provider** – the legal entity stated in the **Schedule**.

**Insured** – the named / specified insured as set forth in the **Schedule**;

**Insured Event** – any **Theft of Funds, Cyber Incident** affecting **Your Personal Devices, Identity Theft**, , financial loss due to **Online Shopping** , and/or **Third Party Claim**.

**Legal Costs** – any costs, expenses and/or fees for **Experts**, investigations, court appearances, surveys, examination and/or procedures that are necessary for **Your** civil, administrative and/or criminal proceedings. This does not include **Your** general expenses (such as salaries and overheads).

**Limits of Liability** – as stated in the **Schedule**, including any sub-limit and **Aggregate Limit of Liability**.

**Lost Wages** – any salary that was lost or not paid by **Your** employer, solely as a result of any **Insured Event**. Computation of lost wages for self-employed persons must be supported by, and will be based on, prior year tax returns.

**Malicious Act** – any unauthorised or illegal act of a **Third Party** intending to cause harm to or to gain access to, or disclose **Data** from **Personal Devices** through the use of any **Personal Device**, computer system or computer network including the internet.

**Malware** – any unauthorised or illegal **Software** or code (such as viruses, spyware, computer worms, trojan horses, rootkits, ransomware, keyloggers, dialers and rogue security **Software**) designed to cause harm to or to gain access to or disrupt **Personal Devices** or computer networks.

**Personal Data** – any information relating either directly or indirectly to a natural person who is either identified or identifiable (e.g. by reference to identifiers such as a name, an identification number, location data, an online identifier or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person) as defined in and protected by applicable data protection laws of the territory where this **Policy** is issued.

**Personal Devices** – any devices (computers, laptops, tablets, mobile phones, etc.) which are privately owned or leased by **You**, used for the purpose of creating, accessing, processing, protecting, monitoring, storing, retrieving, displaying or transmitting **Data**. **Personal Devices** do not include any **Smart Home Devices** or computer systems used in vehicles.

**Phishing** – the attempt to obtain sensitive information such as usernames, passwords and credit card details, often for malicious reasons, by masquerading as a trustworthy entity in an electronic communication in text or machine-readable optical form (e.g. QR code).

**Policy period** – the duration of this **Policy** as stated in the **Schedule**.

**Premium** – the amount payable by **You** / Policyholder to the **Company** as stated in the **Schedule**.

**Psychological Assistance and Treatment** – the involvement of an accredited psychiatrist, psychologist or counsellor chosen by **You** at **Your** own discretion with the prior written consent of **Us**, not to be unreasonably withheld or delayed, to treat **You** for stress, anxiety or such similar medical conditions.

**Smart Home Devices** – any devices or IoT components deployed by **You** in **Your** household in order to operate or control smart home enabled devices such as cameras, air conditioning, lighting, alarm systems or fire protection systems.

**Software** – any digital standard, customised or individually developed program or application held or run by a **Personal Device** that comprises a set of instructions that are capable, when incorporated into a machine readable medium, of causing a machine with information processing capabilities to indicate, perform or achieve a particular function, task or result.

**Theft of Funds** – any unauthorised electronic transfer of money, assets or any other funds.

**Third Party** – any person or legal entity other than the **Insured**.

**Third Party Claim** – any written demand or assertion for compensation or damages by a **Third Party** against **You**.

**War** – armed conflict involving physical force

- by a sovereign state against another sovereign state, or
- as part of a civil war, rebellion, revolution, insurrection, military action or usurpation of power.

**We, Us and Our, the Company** – MSIG Insurance (Hong Kong) Limited/MSIG.

**You and Your** – the **Insured**.

**Your Personal Devices** – any **Personal Devices** owned, leased or licensed, and directly controlled by **You**.

“The proposal and declaration made by **You** shall be the basis of this contract. **You** are obliged to pay the premium stated in the **Schedule** as consideration for this **Policy**.”