

PICC 中国人民保險(香港)有限公司

THE PEOPLE'S INSURANCE COMPANY OF CHINA (HONG KONG), LTD.

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HOME INSURANCE POLICY

WHEREAS the Insured, by an Application and Declaration, has applied to The People's Insurance Company of China (Hong Kong), Ltd. (hereinafter called "the Company") for the insurance hereinafter contained.

NOW THIS POLICY WITNESSETH that in consideration of the Insured having paid or agreed to pay to the Company the premium stated in the Schedule

THE COMPANY HEREBY AGREES to provide insurance to the extent of and subject to the terms and conditions contained in or endorsed on this Policy during any Period of Insurance. The Policy and the Schedule (which forms an integral part of this Policy) shall be read together as one contract and, unless particularly stated to the contrary, 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 whenever it may appear.

IMPORTANT NOTICE:

THIS POLICY IS AN IMPORTANT DOCUMENT. YOU ARE REQUESTED TO EXAMINE IT CAREFULLY, WITH PARTICULAR ATTENTION TO THE DETAILED TERMS, EXCLUSIONS AND CONDITIONS. IF ANYTHING IS UNCLEAR, INCORRECT OR IT IS NOT IN ACCORDANCE WITH YOUR INTENTIONS, PLEASE CONTACT US OR YOUR INSURANCE BROKER/AGENT IMMEDIATELY.

GENERAL DEFINITIONS

Certain words in this Policy have specific meanings. Whenever these words are used this is what they mean.

You / Your

The Insured stated in the Schedule.

Your Family

Your spouse, children, parents and relatives who permanently residing with You.

We / The Company / Us / Our

The People's Insurance Company of China (Hong Kong), Ltd.

Home

Your private dwelling at the premises stated in the Schedule comprising any building and outbuilding used for domestic purposes.

SECTION 1 – HOME CONTENTS

COVER

We will cover You or Your Family against unforeseen and sudden physical loss of or damage to Your Contents while in the Home unless the cause is excluded.

EXTENSIONS (applicable to Section 1 only)

Money In Home / Credit Cards

Loss or theft of Money, collection of stamps, coins or medals in Your Home or loss arising from unauthorised use of credit cards occurring within Hong Kong Special Administrative Region for an amount up to HK\$3,000 any one occurrence and in aggregate during each Period of Insurance.

Provided that We do not cover loss:

1. which is not reported within twenty-four (24) hours of discovery to the police authority
2. caused by depreciation, confiscation or shortage due to errors or omissions
3. arising from failure to observe the conditions of the issuer of the card or unauthorised use of the card by Your Family member and that Your loss can be recovered from any other source.

Locks Replacement

The reasonable cost incurred for the replacement and installation of windows and external door locks and/or keys of the Home with items that are similar but not better following loss of or damage to key or locks due to burglary or attempt thereof for an amount up to HK\$2,500 any one occurrence and in aggregate during each Period of Insurance.

Removal of Debris

The actual cost necessarily and reasonably incurred in the removal of debris including the removal of Contents whether damaged or not following destruction or damage due to an insured cause up to HK\$25,000 any one occurrence and in aggregate during each Period of Insurance provided that such cost is not recoverable under any other insurance policy.

Damage to Contents Temporarily Removed

Loss of or damage to Contents while temporarily removed from Your Home but within Hong Kong Special Administrative Region for storage, cleaning, renovation, maintenance, modification, repair, dyeing or other similar process up to HK\$50,000 any one occurrence and in aggregate during each Period of Insurance. Loss or damage caused by such processes is excluded.

Household Removal

Loss of or damage to Contents while in the course of removal by professional removers from Your Home to Your future residence within Hong Kong Special Administrative Region up to HK\$250,000 any one occurrence and in aggregate during each Period of Insurance but the first HK\$1,000 of each and every loss or damage is excluded.

Frozen Food and Drinks

The cost of replacing food and drinks which are spoilt in Your freezer unit up to HK\$5,000 any one occurrence and in aggregate during each Period of Insurance by:

1. accidental breakdown of the refrigerating unit which is less than five (5) years old;

2. accidental failure of the electricity supply provided such failure is not caused by the deliberate act of the supply authority or its employees.

Domestic Helper's Property

Accidental loss of or damage to the property belonging to Your domestic helper permanently residing in Your Home up to HK\$2,500 per item and HK\$10,000 in aggregate during each Period of Insurance provided that:

1. the loss or damage would have been covered by this Section.
2. the domestic helper will observe the terms and conditions of this Policy as if he or she were You.

Interior Alterations or Repairs

1. Coverage to Contents shall not be prejudiced by any alteration, repair, decoration or maintenance works performed at Your Home provided that the contract value and contract period for such work shall not exceed HK\$50,000 and 2 months respectively.
2. We will not be liable for any claim which is recoverable under any other material damage policy or of any contractor's all risk policy held by You or Your contractors or its subcontractors.

Personal Effects in workplace

We will pay for the loss of or damage to the Personal Effects kept in your usual workplace up to HK\$5,000 any one occurrence and in aggregate during each Period of Insurance. A notice of the loss to the police will be necessary in the event of a claim.

Alternative Accommodation

The necessary cost of reasonable alternative accommodation for You and Your Family and the reasonable cost of temporary storage of furniture while Your Home remains uninhabitable due to damage insured under this Section subject to maximum HK\$1,500 per day for accommodation and HK\$50,000 in aggregate during each Period of Insurance.

Fatal Accident Benefit

Compensation in the event of death within three (3) calendar months of either You or Your Family resulting from an injury caused in Your Home by fire or burglary for an amount of HK\$50,000 per person and HK\$200,000 in aggregate during each Period of Insurance.

Burglary / Robbery Injury Cash Allowance

Compensation in the event of either You or Your Family sustaining injury caused by burglars or robbers within Your Home against which a registered medical practitioner has granted a sick leave of not less than four (4) consecutive days for an amount of HK\$5,000 per person and HK\$20,000 in aggregate during each Period of Insurance.

Limitation of Cover for renting-out premises

If Your Home is not occupied by You or Your Family but rented out to a tenant, We will only pay for the loss caused by fire, explosion, lightning, storm, flood, riot, labour disturbance, aircraft and other aerial or spatial devices or articles dropped from them, burglary, impact by land vehicle, water discharged or overflowing or leaking from any water system or installation in or about the Home.

LIMITS (applicable to Section 1 only)

Our liability under this Section shall not exceed:

1. HK\$15,000 any one item of valuables, subject to maximum limit of HK\$150,000 in aggregate.
2. HK\$100,000 any one item other than valuables.
3. The Sum Insured stated in the Schedule for all loss or damage including payment(s), if any, under Extensions during any one Period of Insurance.

DEFINITIONS (applicable to Section 1 only)

Contents

All Valuables, Household Improvements, furniture, furnishings, home appliances, household and personal effects belonging to You or Your Family or for which You or Your Family are responsible but excluding:

1. property used for business, trade or professional purposes;
2. livestock, pets and animals;
3. contact or corneal lenses;
4. mobile / portable radio telecommunication equipment and pagers;
5. securities and documents of any kind;
6. motor vehicles (except garden implements for Home use only), motorcycles, caravans, trailers or their spare parts and accessories; watercraft (other than hand-propelled), hovercraft, boats and outboard motors or their spare parts and accessories;
- 7.

8. aircraft or any aerial or spatial device and their accessories and spare parts;
9. Contents on roof or in open area;
10. any part of the structure of Your Home as defined under Section 3 (Buildings), other than Household Improvements.

Valuables

Jewellery, items of gold, silver or other precious metals, items of crystal and precious stones, watches, photographic equipment, binoculars, works of art, chinaware, curios, furs, musical instruments other than pianos.

Household Improvements

Improvements and betterment on walls, windows, ceilings, floors and doors for an amount not recoverable under other insurance(s), if any. Such improvements and betterment includes

1. those made by You, and
2. incidental loss of or damage to those made by previous occupiers in connection with the loss or damage covered by 1. above for an amount not exceeding 100% of the adjusted claim amount payable under 1. above.

Money

Cash, Cheques, postal orders, bankers drafts, travel tickets, savings stamps and certificates, premium bonds, current postage stamps, gift tokens, all held for social and domestic purposes.

Personal Effects

Articles of personal use specifically designed to be worn or carried, belonging to You or Your Family.

EXCLUSIONS (applicable to Section 1 only)

We do not cover You for:

1. loss or damage caused by or arising from:
 - a. wear and tear;
 - b. rot, mildew, rust, corrosion, insects, woodworm, vermin;
 - c. dyeing, scratching, cleaning, repair, renovation;
 - d. faulty manipulation, design, plan, specification or materials;
 - e. gradual deterioration, market depreciation;
 - f. mechanical or electrical breakdown, failure or derangement unless accompanied by other damage for which indemnity is provided by this Section;
 - g. change in temperature, colour, flavour, texture or finish;
 - h. action of light, atmospheric or climatic condition;
 - i. landslip, subsidence or erosion;
 - j. domestic animals;
 - k. deliberate acts or neglect by You or Your Family or domestic helper residing lawfully in the Home;
 - l. infidelity or dishonesty on the part of You, Your Family or any of Your employees.
2. loss of or damage to Contents by theft or attempted theft not accompanied by forcible and violent entry to or exit from Your Home while any part of it is loaned or let to any person.
3. theft or attempted theft while Your Home is unoccupied for more than sixty (60) consecutive days.
4. loss of or damage to films, tapes, cassettes, cartridges, discs or diskettes other than for their value as unused material, unless purchased pre-recorded when We will pay up to the market's latest price list.
5. mysterious disappearance or unexplained loss.
6. the first HK\$1,000 or 10% of the loss (whichever is the greater) for water damage, typhoon, windstorm & flood for Home that are less than or equal to 40 years old.
7. the first HK\$200 of each and every loss or damage unless otherwise specified.

BASIS OF SETTLEMENT OF CLAIMS (applicable to Section 1 only)

Where any insured Content consists of articles which form part of a set, suite, group or collection of articles of similar nature, colour, pattern or design, Our liability shall not exceed the value of any particular part or parts which may be lost or damaged, without reference to any special value which such article or articles may have as part of such pair or set, nor more than a proportionate part of the Sum Insured hereby on such pair or set.

Settlement of claims will be made by repair if an item is partially damaged, or replacement as if new if it is totally lost or destroyed. If an item has

been totally lost or destroyed or cannot be satisfactorily repaired and replacement is not carried out, We shall pay the market value of the item at the time of loss or damage.

If a damaged item can be repaired but the repair is not carried out, We shall pay the reduction in the value of the item as a result of the loss or damage but not exceeding the estimated cost of repair.

SECTION 2 – PERSONAL LIABILITY

COVER

We will cover You and Your Family in respect of all sums which You will become legally liable:

1. as a private householder occupying your Home
2. as owner of your Home
3. in a personal capacity

in respect of:

- i. accidental Injury to or death of third parties
- ii. accidental Damage to tangible property belonging to third parties occurring within the Geographical Limits during the Period of Insurance.

We also cover you in respect of vicarious liability in the capacity of the employer of Your domestic helper for the above-mentioned accidental death, Injury, Damage caused by such domestic helper in the course of employment.

We will also pay the legal costs and expenses recoverable by any claimant from You or Your Family and all costs and expenses incurred with Our written consent.

EXTENSIONS (applicable to Section 2 only)

1. Property Owner's Liability in Common Area

We also cover you in respect of Your separate proportional share of liability (and, for the avoidance of doubt, not joint liability) as an Owner in the undivided parts of the Building determined in accordance with the relevant section (which is 39 as of September 2009) of the Building Management Ordinance subject to the following conditions:

- i. this cover is operative only if there is no public liability insurance policy being taken out by or on behalf of the Joint-Owners of the Building (referred to hereinafter as 'the Primary Policy') in relation to such Common Parts of the Building; or
- ii. where a Primary Policy has been taken out, this extension applies only in respect of any excess liability beyond and above the amount paid or payable under such Primary Policy.

2. Tenant's Liability

We will also cover Your legal liability as Tenant of your Home under the Tenancy Agreement arising out of or in connection with Damage caused by or resulting from fire, explosion, storm and typhoon:

- (1) to Your Home or part thereof not belonging to You but while under Your occupation
- (2) to the Contents of Your Home or part thereof not belonging to but in charge of/by You or under Your control but in no case is Your legal liability as bailee included.

This Extension does not cover you for repair or maintenance cost arising from wear and tear or making good of Your Home irrespective of whether the Insured is legally liable for such costs under the terms of the Tenancy Agreement.

3. Liability for Works carried out by Independent Contractor

If works are carried out by independent contractor for repair, alteration or renovation of Your Home and You becomes legally liable for accident arising from such works and occurring during the Period of Insurance. We will indemnify You for the amount to third party as compensation including legal costs and expenses agreed by Us in writing.

We will not indemnify:

- (1) any liability incurred if the contract value and contract period for such repair, alteration or renovation exceeds HK\$50,000 and 2 months respectively.
- (2) for any death of or Injury to independent contractors, their employees or agents, Damage to property belonging to them and the contract works involved.
- (3) if the liability for such works are insured by any other insurance.

Any claim payment will not be more than HK\$1,000,000 under this extension.

LIMITS (applicable to Section 2 only)

Our liability under this Section inclusive of the above extensions for all sums payable arising out of one occurrence or series of occurrences consequent on one source or original cause will not exceed HK\$5,000,000 any one occurrence and in aggregate during each Period of Insurance.

We may in connection with any one claim or number of claims arising out of one occurrence pay to You the Limit of Liability (after deduction of any sum or sums already paid as compensation) or any lesser amount for which such claim or claims can be settled and thereafter We will be under no further liability under this Section in connection with such claim or claims except for costs and expenses of litigation recoverable or incurred in respect of the conduct of such claim or claims prior to the date of such payment.

DEFINITIONS (applicable to Section 2 only)

Injury

Injury means bodily injury including illness of any person.

Damage

Damage means physical loss or damage, including resultant loss of use of the property physically lost or damaged. All such loss of use shall be deemed to occur at the time of the loss or damage giving rise thereto.

Geographical Limits

1. Hong Kong Special Administrative Region.
2. World-wide in respect of temporary visits not exceeding sixty (60) consecutive days each visit.

EXCLUSIONS (applicable to Section 2 only)

We do not cover You for:

1. death or Injury suffered by You or Your Family or Your employees;
2. liability in respect of Damage to any property belonging to or in the charge or the control of You or Your Family or Your employees;
3. any liability arising out of the occupation or use of any land or building other than Your Home specified in the Schedule;
4. any liability arising out of the ownership of any land or building other than Your Home specified in the Schedule;
5. any liability arising out of the ownership, possession or use of mechanically-propelled vehicles, aircraft or watercraft;
6. any liability arising out of the ownership, possession or use of any animal other than domestic dog or cat;
7. liability arising out of Your occupation, business, trade or profession;
8. any liability attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
9. any liability in respect of fines, penalties, punitive or exemplary damages;
10. liability which is insured by or would but for the existence of this Section be insured by any other policy except in respect of any excess beyond the amount payable under such other policy or would have been payable under such other policy had this insurance not been effected.
11. the first HK\$1,000 or 10% of the loss (whichever is the greater) in respect of third party property damage caused by water for Home that are less than or equal to 40 years old.

SECTION 3 – BUILDINGS

(operative only if indicated in the Schedule)

COVER

We will cover You against unforeseen and sudden physical loss of or damage to Your Buildings unless the cause is excluded.

EXTENSIONS (applicable to Section 3 only)

Building Fees and Costs

We will also cover You in respect of:

1. any additional costs of reinstatement of the Buildings if the Government or Local Laws require changes to be made;
2. architect, engineers and surveyors fees in respect of the rebuilding or repairs where authorised by Us;
3. the cost to demolish and remove the debris

following loss or damage insured by this Section and provided that such fees and costs together with the amount otherwise payable under this Section do not exceed the Sum Insured on Buildings.

We will not pay any Fees and Costs exceeding 5% of the total rebuilding costs.

Landslip and Subsidence

We will extend to cover loss of or damage to Your Buildings directly caused by subsidence of the site where Your Buildings is located or landslip, occurring within the Period of Insurance notwithstanding anything within this Policy contained to the contrary but excluding:

1. loss or 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
2. loss of or damage to paths, drives, fences, gates, boundary and retaining walls caused by subsidence and/or landslip.
3. unless otherwise specifically insured, the cost of removal of subsidence and/or landslip debris or the making good of the site following subsidence and/or landslip except in so far as is necessary to repair Your Buildings.
4. loss or damage directly occasioned by or through defective design or workmanship or the use of defective materials.
5. consequential loss or damage of any kind or description.
6. the first HK\$10,000 or 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 Period of Insurance.

Automatic Reinstatement

The Sum Insured on Buildings will be reinstated automatically from the date of notification of any claim under this Section subject to additional premium to be paid.

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 You, provided that You shall immediately, on the same coming to your knowledge, give notice thereof to the Company and pay any additional premium which may be required from the date of such increase of risk.

Mortgagee Clause (operative only if mortgagee indicated in the Schedule)

Loss, if any, under this policy shall be payable to the Mortgagee/s or Assignee/s named in the Policy to the extent of their interest. It is hereby agreed that in the event of loss or damage, We will 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 You as 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 Us of any change of ownership or alteration or increase of hazard not permitted by this insurance so soon as any such change, alteration or increase shall come to their knowledge, and on demand shall pay to Us the appropriate additional premium from the time when such increase of risk first took place. And it is further agreed that whenever We shall pay the Mortgagees or said Assignees any sum for loss or damage under this policy, and shall claim that as to You as the Mortgagor or Owner no liability therefore existed We 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 Us 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 We and You as 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 We may have against You as the Mortgagor or Owner of the property insured, or lessen any obligations which may be imposed on You as 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 Us and You as the Mortgagor or Owner of the property insured remain in full

force and effect. We 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 10 days after notice to the Mortgagees or said Assignees of such cancellation, and shall then cease, and We shall have the right on like notice to cancel this agreement.

Warranted:

1. You shall maintain Your Buildings in sound repair and shall take all responsible steps to prevent damage from subsidence and landslip.
2. You shall maintain any man-made slope and retaining wall for which You are responsible in accordance with laws, regulations, codes and guides issued by the Hong Kong Special Administrative Region Government.
3. You shall notify Us immediately:
 - a. if any excavations are commenced beneath, around or in the vicinity of Your Buildings. In such event We will have the right to vary or cancel the cover provided under this Policy.
 - b. of the operation of an insured peril affecting any part of the site (whether or not the Insured Property is involved) or its nearby surroundings.

DEFINITIONS (applicable to Section 3 only)

Buildings

The structure of Your private dwelling at the premises stated in the Schedule including:

1. landlord's fixtures and fittings,
2. outbuildings used for domestic purposes only,
3. swimming pools, garden walls, patios, terraces, hedges, fences, gates, paths and drives.

EXCLUSIONS (applicable to Section 3 only)

We do not cover Your Buildings for:

1. loss or damage caused by or arising from
 - a) wear and tear;
 - b) rot, mildew, rust, corrosion, insects, woodworm, vermin;
 - c) dyeing, scratching, cleaning, repair, renovation;
 - d) faulty manipulation, design, plan, specification or materials;
 - e) gradual depreciation, market depreciation;
 - f) mechanical or electrical breakdown, failure or derangement unless accompanied by other damage for which indemnity is provided by this Section;
 - g) change in temperature, colour, flavour, texture or finish;
 - h) landslip, subsidence or erosion;
 - i) domestic animals;
 - j) deliberate acts or neglect by You or Your Family.
2. loss or damage by theft or attempted theft not accompanied by forcible and violent entry to or exit from Your Buildings while any part of it is loaned or let to any person.
3. theft or attempted theft while Your Buildings are unoccupied for more than sixty (60) consecutive days.

BASIS OF SETTLEMENT OF CLAIMS (applicable to Section 3 only)

We will pay the costs actually incurred to rebuild or repair Your Buildings to the same condition and extent it was when new.

We will use building materials and construction methods that are commonly used at the time. If You do not rebuild or repair Your Buildings, We will only pay You the value of Buildings at the time of loss or damage and the reasonable costs of demolition and removal of debris.

We will not pay for the replacement of or work on any undamaged items or remaining parts of Your Buildings solely because they form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design.

GENERAL EXCLUSIONS (applicable to all sections)

War and Terrorism Exclusion Endorsement

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.

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

IT Clarification Clause

Property damage covered under this insurance 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 insurance:

- 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.

Terrorism Exclusion Clause for Contamination and Explosives

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

- a) biological or chemical contamination
- b) Missiles, bombs, grenades, explosives due to 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 ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

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

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

Total Asbestos Exclusion Clause

It is agreed and understood that this Policy does not apply to liability arising directly or indirectly out of, caused by or in connection with the existence, handling, processing, manufacturing, mining, sale, transportation, distribution, storage, use, removal, remediation, treatment, disposal or escape of:

1. asbestos or silica dust and
2. asbestos, asbestos products or any product containing asbestos.

Radioactive Contamination

Loss of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom, or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

1. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
2. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Pollution or Contamination

Loss or destruction or damage caused by or resulting from pollution or contamination.

Consequential Loss

Consequential loss or damage of any kind unless specifically provided for otherwise in the Policy.

Sanction Limitation and Exclusion Clause

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 or United States of America.

GENERAL CONDITIONS (applicable to all sections)

Precautions

You shall keep the property insured secure and in a good state of repair, take all reasonable precautions to prevent accidents, injury, loss, destruction and damage, and take all reasonable steps to observe and comply with all Laws, obligations and requirement.

Duty to Comply with Policy Terms and Conditions

Compliance of the Policy terms and conditions shall be condition precedent to Our liability under this Policy.

Claims – Your Duty

When a claim occurs or is likely to occur, You must advise Us in writing as soon as possible and within thirty (30) days from the date of occurrence or date of discovery.

1. For loss or damage claims You must:
 - a. at Your expense provide Us with all certified information and evidence as We may request;
 - b. notify the Police immediately of any loss, destruction by malicious acts, riot or civil commotion or damage by theft or attempted theft and supply them with a full list and description of missing or damaged articles.
2. For liability claims You must:
 - a. send Us any letter, claim writ or summons immediately when it is received;
 - b. advise Us immediately when You have knowledge of any impending prosecution inquest or fatal inquiry;
 - c. not make any admission, offer or promise of payment without Our consent.

Claims – Our Rights

1. For loss or damage claims, We are entitled to enter any building where loss, destruction or damage has happened and to deal with salvage in a reasonable manner. No property may be abandoned to Us.
2. For liability claims, We shall be entitled if We so desire to take over and conduct in Your name the defence or settlement or handling of any claim and You shall give all such information and assistance as We may require.

Fraud

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefit under this Policy or if any loss or damage is occasioned by Your willful act or connivance, all benefit under this Policy shall be forfeited.

Misrepresentation

This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure of any material facts.

Other Insurance

If at any time of loss, destruction or damage there is any other insurance covering such incidents, We will only pay Our ratable proportion of such loss.

Subrogation

We are entitled at Our own expenses to take proceedings in Your name to recover any payment made under this Policy and when We consider that there are rights of recovery against other parties. You must assist Us when reasonably required to do so.

Change in Risk

You must advise Us of any changes in circumstances that would increase the possibility of loss. You will not be insured until We have agreed in writing to accept the increased risk subject to necessary additional premium if required.

Legal Requirement

You 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 Requirement shall not apply in respect of any Ordinance, Regulation Notice or Requirement expressly waived by Us by endorsement on this Policy.

Cancellation

1. By You
You may cancel this Policy by writing to Us. You may be entitled to a refund of part of Your premium subject to a minimum premium provided no claim has been made during the Period of Insurance.
2. By Us
We may cancel this Policy by giving You seven (7) days written notice sent to Your last address known to Us by ordinary post. We will refund You the unused part of the premium on pro-rata basis.

Arbitration

All differences arising out of this Policy shall be determined by arbitration in accordance with the Arbitration Ordinance as amended from time to time. If the parties fail to agree upon the choice of the arbitrator, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If We will disclaim liability to the insured person for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

Jurisdiction Clause

The indemnity provided by this Policy shall not apply in respect of judgements that are not in the first instance delivered by or obtained from a Court of competent jurisdiction within the Hong Kong Special Administrative Region nor to orders obtained in the said Court for the enforcement of judgements made outside the Hong Kong Special Administrative Region whether by way of reciprocal agreement or otherwise.

Governing Law

This Policy is subject to the exclusive jurisdiction of Hong Kong Special Administrative Region and is to be construed according to the laws of Hong Kong Special Administrative Region.

Contracts (Rights of Third Parties) Ordinance

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.