

Fire Insurance Policy

IN CONSIDERATION of the Insured named in the Schedule hereto paying to the Company named above 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 the 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 will 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) riot, strikers or locked-out workers;
 - (f) mutiny, 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;
 - (g) cost and expenses arising from loss or destruction or damage caused by pollution or contamination except destruction or damage to the Property Insured caused by pollution or contamination resulting from a peril hereby insured against;
 - (h) theft during or after the occurrence of a fire;
 - (i) explosion other than of boilers or gas used for domestic purposes only.
2. Loss, damage, destruction, any legal liabilities, cost or expense including consequential loss 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:
 - (a) 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
 - (b) any act of terrorism including but not limited to

- the use or threat of force, violence and/or
 - harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents, by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or
- (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above.
3. Loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - (iv) 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
 - (v) any chemical, biological, bio-chemical, or electromagnetic weapon.
 4. Loss or damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences namely:
 - (i) permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority
 - (ii) permanent or temporary dispossession of any property resulting from the unlawful occupation or possession of such property by any personprovided 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 which is otherwise covered by this Policy
 - (iii) the destruction of property by order of any public authority
5. Damage to any electrical machine, apparatus, or any portion of the electrical installation arising from or occasioned by its own overrunning, excess pressure, short circuiting, self heating, arcing or leakage of electricity arising from whatever cause (lightning included);
 6. 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;
 7. 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;
 8. Consequential loss or damage of any kind or description;

IMPORTANT - Please read this Policy carefully upon receipt and promptly request for any necessary amendments.

9. (i) **DAMAGE:** to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof including loss or corruption of data whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not, where such DAMAGE is caused by [programming or operator error,] Virus or Similar Mechanism or Hacking
- (ii) **CONSEQUENTIAL LOSS:** directly or indirectly caused by or arising from [programming or operator error,] Virus or Similar Mechanism or Hacking

but this exception shall not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency (as defined hereunder), but only to the extent that such claim would otherwise be insured under this Policy.

DEFINITION

For the purpose of this exception only, "Defined Contingency" shall mean fire, lightning, explosion, aircraft and 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, impact by any road vehicle or animal, volcano, freeze or weight of snow.

Virus or Similar Mechanism

Virus or Similar Mechanism means program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs.

Hacking

Hacking means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data.

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

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 or United Kingdom or United States of America.

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 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 will retain the customary short period rate for the time the Policy has been in force;
- (b) by the Company on 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 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 30 days of 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.

If an action or suit is not commenced within twelve months after the arbitration award is made under Condition 14 of this Policy, the Company shall not be liable for any claim for the Dispute under this Policy and such claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable against the Company hereunder.

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 required 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 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 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 on 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 the Company 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.

15. Exclusion of Rights under 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.

FULL DESCRIPTION OF PROPERTY INSURED (refer to the Schedule for brief description of items included in this Policy)
BUILDINGS On the building including landlord's fixtures and fittings therein and thereon excluding foundations and drains.
LOSS/RENT On loss of rental income not exceeding the period stated in the Schedule.
PLANT/MACHINERY On machinery, utensils and tools of trade excluding moulds of any kind.
MOULDS On moulds.
STOCK IN TRADE On stock and materials in trade, including finished and semi-finished goods.
FIXTURES & FITTINGS On decorations furniture fixtures and fittings.
HOUSEHOLD FURN P.E. On household furniture and personal effects.

Unless expressly mentioned in the Schedule hereto the endorsements enumerated below form no part of the terms and conditions of this Policy.

ENDORSEMENTS

1. **FIREPROOF DOORS WARRANTY** Warranted that all fire proof doors and fire proof shutters are kept closed except when in actual use and, together with any self closing mechanism, maintained in efficient working order. (Assn. Ref. A6)
除實際使用外，保戶必須關閉一切防火門及防火閘，並適當保養該等門閘及其相連之自動關閉設備，以保持其良好效能。
2. **ELECTRICAL INSTALLATIONS** The Company will not be liable for loss of or damage to any Electrical Plant, Apparatus or Installation caused by its own over-running, excessive pressure, short circuiting or self heating. (Assn. Ref. A8)
3. **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. (Assn. Ref. A12)
4. **OCCUPANCY WARRANTY A** Warranted no goods or merchandise, other than samples, stored in the within described premises. (Assn. Ref. B24)
5. **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 destruction or 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. (Assn. Ref. A22)

租金保險祇賠償所保樓宇（全部或部份）因損毀而不適宜居住所引致之租金損失，其賠償額將不得超過上述不宜居住的日期（因修理或重建）與整段租金保險日期相比所得比例乘租金保額所得之數。

6. STORAGE WARRANTY (SHOPS)

- (a) Warranted no trade processing or manufacturing carried on in 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. Alcohols
 3. Ammunition, Explosives, Fireworks and Fire crackers
 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
 15. Insecticides having a flash point below 150°F
 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
 24. Oily and greasy rags and waste
 25. Paints, Enamels and Lacquers having a flash point below 150°F
 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
 32. Resins having a flash point below 150°F
 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 on the premises (Assn. Ref. B54)

7. MORTGAGEE CLAUSE

Loss, if any, under this Policy shall be payable to the Mortgagees or Assignees named in the Schedule of the Policy. It is hereby agreed that in the event of loss or damage, the Company 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 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 so 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 loss or 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 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. (Assn. Ref. A13)

8. LIEN CLAUSE

Loss, if any, under this Policy shall be payable to the Lien Holder(s), named in the Schedule of the Policy as their interest may appear, whose receipt will be a valid discharge. (Assn. Ref. A11)

9. 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 Undertaking Ordinance and/or (v) Public Health and Urban Services Ordinance including any notice given or requirements made pursuant to the same the breach and/or disregard of which or any part of which may materially effect or increase the risk hereby insured except only that this Warranty shall not apply in respect of any Ordinance, Provision, Requirement, Regulation or Notice expressly waived by the Company by endorsement on this Policy. (Assn. Ref. A33)

保險遵守法例條款 保戶須切實遵守及執行由 (i) 消防事務處及或 (ii) 勞工署及或 (iii) 危險品法例及或 (iv) 工廠及工業實業法例及或 (v) 公共衛生及市政事務法例所定之一切章則規定及規條，包括根據同樣機構所發生之任何告示或規定，倘破壞及／或忽略之或其中部份者，可引致或增加現保之危險，唯經本公司在保險單背書批明取消之某項法例，章則，規定，規條或告示，則無須由受到本保證條款之約束。

10. OCCUPANCY WARRANTY B

Warranted no trade processing or manufacturing carried on at the within described premises. (Assn. Ref. B25)

11. 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 loss destruction or damage.

Warranted also that all waste materials will be kept in receptacles and removed from the building daily. (Assn. Ref. A34)

任何廢物，貨物或其他物品(無論屬於本保險單保戶或任何人等)，不得存貯或臨時存貯在保險單所保樓宇之梯間，走廊及一切公用地方。

本公司將豁免任何非由本保險單保戶所引起對本保證條款之抵觸，但本公司必需在發生損失或損毀前收到本保險單保戶書面通知有關上述保證條款之抵觸情況。

保戶必須將所有廢物放置在桶內，並每日搬離該樓宇之外。

(上列條例如遇爭執以英文為準)

EXTRA PERILS ENDORSEMENT

This Policy is extended, but only as specified in the Policy Schedule, 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.

- (01) Aircraft
- (2A) Earthquake (Fire Shock & Flood)
- (2B) Earthquake (Fire & Shock)
- (03) Explosion
- (4A) Vehicle Impact (by third party vehicle)
- (4B) Vehicle Impact (by any vehicle)
- (5A) Riot & Strike
- (5B) Riot Fire
- (5C) Deterioration of Goods (Cold Storage) Riot & Strike
- (5D) Deterioration of Goods Riot & Strike
- (5E) Deterioration of Goods (Cold Storage) Riot Fire
- (5F) Deterioration of Goods Riot Fire
- (06) Malicious Damage
- (7A) Typhoon, Windstorm & Flood
- (7B) Typhoon & Windstorm (excluding flood)
- (7C) Typhoon & Windstorm (including flood)
- (08) Water Tanks, Apparatus & Pipes
- (09) Sprinkler Leakage
- (12) Spontaneous Combustion
- (15) Bush Fire

(01) - 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.

(2A) - 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 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.

(2B) - Earthquake (Fire & Shock)

Damage by fire or otherwise, directly caused by earthquake or volcanic eruption, 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 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
- (ii) Damage caused by
 - (a) the escape of water from its normal confines whether natural or artificial
 - (b) inundation from the sea whether resulting from earthquake or otherwise.

(03) - Explosion

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

- (i) Damage to boilers, economisers, 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 including but not limited to
 - (a) the use or threat of force, violence and/or
 - (b) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents, by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above.

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.

(4A) - Vehicle Impact (by third party vehicle)

Damage by fire or otherwise, caused by impact by any road vehicle, horses or cattle not belonging to or under the control of the Insured or any member of the Insured's household or any person employed by the Insured, but excluding the first HK\$3,000 of each and every loss as ascertained after the application of any condition of average.

(4B) - 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.

(5A) - 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 including but not limited to
 - the use or threat of force, violence and/or
 - harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents, by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or any action taken in controlling, preventing, suppressing or in any way relating thereto
 - (b) civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
 - (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 property resulting from the unlawful occupation or possession of such property by any person provided 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 which is otherwise covered by this Policy
 - (c) the destruction of property by order of any public authority

If the Company alleges that by reason of the exclusions (i)(a), (i)(b) & (iii) mentioned above, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

(5B) - Riot Fire

Damage by fire 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 action of any lawfully constituted authority in suppressing or attempting to suppress or in minimising the consequences of any such act but excluding
 - (i) Damage occasioned through or in consequence, directly or indirectly, of
 - (a) any act of terrorism including but not limited to
 - the use or threat of force, violence and/or
 - harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents, by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or any action taken in controlling, preventing, suppressing or in any way relating thereto
 - (b) civil commotion assuming the proportions of or amounting to an uprising, military or usurped power

If the Company alleges that by reason of the exclusions (i)(a) & (i)(b) mentioned above, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

- (ii) Damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.

(5C) - Deterioration of Goods (Cold Storage) Riot & Strike

Damage to the goods insured caused by change of temperature resulting from damage directly caused by any peril insured against under Extra Peril 5A (Riot & Strike) to refrigerating plant, machinery or equipment located in the same premises as the said goods, provided always that cover under Extra Peril 5A (Riot & Strike) is in force and subject to the application of the terms and exceptions under that Extra Peril extension wording.

(5D) - Deterioration of Goods Riot & Strike

Damage to the goods insured caused by deterioration resulting from damage directly caused by any peril insured against under Extra Peril 5A (Riot & Strike) to plant, machinery or equipment located in the same premises as the said goods, provided always that cover under Extra Peril 5A (Riot & Strike) is in force and subject to the application of the terms and exceptions under that Extra Peril.

(5E) - Deterioration of Goods (Cold Storage) Riot Fire

Damage to the goods insured caused by change of temperature resulting from damage by fire directly caused by any peril insured against under Extra Peril 5B (Riot Fire) to refrigerating plant, machinery or equipment located in the same premises as the said goods, provided always that cover under Extra Peril 5B (Riot Fire) is in force and subject to the application of the terms and exceptions under that Extra Peril.

(5F) - Deterioration of Goods Riot Fire

Damage to the goods insured caused by deterioration resulting from damage by fire directly caused by any peril insured against under Extra Peril 5B (Riot Fire) to plant, machinery or equipment located in the same premises as the said goods, provided always that cover under Extra Peril 5B (Riot Fire) is in force and subject to the application of the terms and exceptions under that Extra Peril.

(06) - 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 thereof provided that cover under Extra Peril 5A (Riot & Strike) is in force and subject to the application of the exclusions under that Extra Peril extension wording other than (i) (c).

(7A) - 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 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 landslip
 - (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 has failed to, take reasonable steps to prevent such accumulation.

(7B) - Typhoon & Windstorm (excluding 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 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 landslip
 - (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 seawhether resulting from typhoon or windstorm or otherwise.

(7C) - 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 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 landslip
 - (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 seaunless directly resulting from typhoon or windstorm.

(08) - 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.

(09) - Sprinkler Leakage

Damage directly caused by water discharged or leaking from the Automatic Sprinkler 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.

(12) - Spontaneous Combustion

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

(15) - 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.



Appendix: Notice to customers relating to the Personal Data (Privacy) Ordinance ("the Ordinance")

MSIG Insurance (Hong Kong) Limited ("**MSIG**", "**we**" or "**us**") would ask that you take the time to read this privacy policy carefully. In case of discrepancies between the English and Chinese versions of this statement, the English version shall prevail.

PRIVACY POLICY

MSIG takes your privacy very seriously. To ensure your personal information is secure, we communicate and enforce our privacy and security guidelines according to the relevant laws and regulations. MSIG takes precautions to safeguard your personal information against loss, theft, and misuse, as well as against unauthorised access, disclosure, alteration, and destruction. Furthermore, we will not sell your personal information to anyone for any purposes. MSIG imposes very strict sanction control and only authorised staff on a need-to-know basis are given access to or will handle your personal data, and we provide regular training to our staff to keep them abreast of any new developments in privacy laws and regulations.

We will only retain your personal data in our business records for as long as it is necessary for business and tax purposes as permitted by the laws. We will require our agent, contractor or third party who provides administrative or other services on our behalf to protect personal data they may receive in a manner consistent with this policy. We do not allow them to use such information for any other purposes. If you have any questions or inquiries regarding our privacy policy, please feel free to contact us.

We may amend this Privacy Policy at any time and for any reason. The updated version will be available by following the 'Privacy Policy' link on our website homepage at msiq.com.hk. You should check the Privacy Policy regularly for changes.

Personal Information Collection Statement

Personal information is data that can be used to uniquely identify or contact a single person. As our customers, it is necessary from time to time for you to supply us with your personal data in relation to the general insurance services and products ("the Product") that we provide to you and in order for us to deliver and improve the customer service. This includes but not limited to the personal data contained in the proposal form or in any documents in relation to the Product or any claim made under the Product.

Your personal data may be used for **obligatory purpose** or **voluntary purpose**. If personal data are to be used for an obligatory purpose, you **MUST** provide your personal data to MSIG if you want MSIG to provide the Product. Failure to supply such data for obligatory purpose may result in MSIG being unable to provide the Product.

The **obligatory purposes** for which your personal data may be used are as follows:-

- processing and evaluating your insurance application and any future insurance application you may make;
- our daily operation and administration of the services and facilities in relation to the Product provided to you;
- variation, cancellation or renewal of the Product;
- invoicing and collecting premiums and outstanding amounts from you;
- assessing and processing claims in relation to the Product and any subsequent legal proceedings;
- exercising any right of subrogation by us;
- contacting you for any of the above purposes;
- other ancillary purposes which are directly related to the above purposes;
- complying with applicable laws, regulations or any industry codes or guidelines; and
- detecting and preventing fraud (whether or not relating to the policy issued in respect of this application).

The **voluntary purposes** for which your personal data may be used are any sales, marketing, promotion of other general insurance services and products provided by MSIG. The personal data we intend to use for voluntary purposes are your name, your address, your phone number and email address



If you do not wish MSIG to use your personal data for the voluntary purposes listed above, you should tick the box on the right and send us a copy of this Notice at the address listed below together with the required information which are necessary for us to process your opt-out request. You may also notify us by filling in the General enquiry form - Opt-out from direct marketing activities on our website at msig.com.hk. In your notification, you must supply the same required information as listed below.

To enable us to process your opt-out request, please provide us below information and send to: The Data Protection Officer at 9/F, 1111 King's Road, Taikoo Shing, Hong Kong.	
Full Name:	
Contact Number:	
HKID Number:	<i>(for identification purpose)</i>
Policy / Certificate / Acknowledgement Number (if you have one):	
NOTE: This instruction will override all previous instructions relating to direct marketing that have been given to MSIG.	

In connection with any of the above purposes, the personal data that we have collected might be transferred to:

- third party agents, contractors and advisors who provide administrative, communications, computer, payment, security or other services which assist us to carry out the above purposes (including medical service providers, emergency assistance service providers, telemarketers, mailing houses, IT service providers and data processors);
- in the event of a claim, loss adjudicators, claims investigators and medical advisors;
- reinsurers and reinsurance brokers;
- your insurance broker;
- our legal and professional advisors;
- our related companies as defined in the Companies Ordinance;
- the Hong Kong Federation of Insurers (or any similar association of insurance companies) and its members;
- the Insurance Complaints Bureau and similar industry bodies; and
- government agencies and authorities as required or permitted by law;
- fraud prevention organizations;
- other insurance companies (whether directly or through fraud prevention organization or other persons named in this paragraph);
- the police; and
- databases or registers (and their operators) used by the insurance industry to analyse and check information provided against existing information.

In order to confirm the accuracy of your personal data, you agree to provide us with authorisation to access to and to verify any of your personal data with the information collected by any federation of insurance companies from the insurance industry.

Under the relevant laws and regulations, you have the right to request access to and to request correction of your personal data held by us. If you wish to exercise these rights, please write to our Data Protection Officer at 9/F, 1111 King's Road, Taikoo Shing, Hong Kong.

If you have any enquiries or require assistance with this Personal Information Collection Statement, please call us at (852) 3122 6922.

附錄：致各客戶有關個人資料（私隱）條例（“條例”）通知書

三井住友海上火災保險（香港）有限公司（下稱「三井住友保險」、「我們」或「本公司」）請您仔細閱讀下列條款與條件。如此聲明的英文版本與中文版本內容有歧異，將以英文版本為準。

私隱政策

三井住友保險極為重視您的私隱。為了保障您的個人資料，我們以有關法例及規例為準則，向公司內部傳達並執行我們定立之私隱及保障指引。三井住友保險採取預防措施以保障您的個人資料免遭受遺失、盜竊、誤用，以及在未經許可之情況下被取用、洩露、更改及破壞。此外，我們均不會出售您的個人資料給任何人。三井住友保險嚴格執行認可管制，只容許獲授權之職員在必需要的情況下，取用或處理您的個人資料。我們會向職員定期提供培訓，確保他們知悉任何有關私隱法律及規例的新發展。

我們只會在法律容許並必需用於業務及稅務用途之情況下，保留您的個人資料作為我們的業務記錄。我們會向以本公司之名義提供行政或其他服務之代理、承辦商或第三者，要求他們遵循本政策保護有可能收到的個人資料。本公司不會容許他們使用有關資料於任何其他目的。如您對我們的私隱政策有任何疑問，歡迎聯絡我們查詢。

我們可能不時修改此範本。修改後的範本可於本公司網頁 msig.com.hk 下載。您應定期查閱此範本所修改的內容。

個人資料收集聲明

個人資料是可以用作獨立識別或聯絡個別人士之數據。貴為我們的客戶，您須向我們不時供給與我們提供之一般保險服務及保單產品（下稱「保單」）相關的個人資料，讓我們可向您提供客戶服務及改善服務質素。當中包括但不限於您在申請表填寫或任何與保單有關之文件上或任何透過保單索償上所載之個人資料。

您的個人資料可被用於**強制性**或**自願性**用途。如個人資料是用於強制性用途，而您希望三井住友保險提供有關保單，則您必須向三井住友保險提供有關個人資料，否則三井住友保險將不能向您提供有關保單。

您的個人資料可被用於以下**強制性**之用途：

- 處理及審批您的保險申請或您將來提交的保險申請；
- 向您提供與保單及核保相關之日常運作及行政用途；
- 保單之更改、取消或續保用途；
- 發出繳交保費通知及向您收取保費及欠款；
- 評估及處理透過保單索償及任何繼後法律訴訟之用途；
- 由本公司行使代位權利之用途；
- 就以上用途聯絡您；
- 其他與上述用途有直接關係的附帶用途；
- 遵循適用法律、條例及業內守則及指引；及
- 偵測和防止欺詐行為（無論是否與就此申請而發出的保單有關）所需的目的。

而**自願性用途**則指任何三井住友保險提供的其他一般保險服務及保單產品之銷售、市場營銷及推廣。用作自願性用途之個人資料則為您的姓名、地址、電話號碼及電郵地址。



如您不欲 三井住友保險將您的個人資料用作上述自願性用途，您應於右列方格加上剔號並將此通告之副本連同您要求拒絕服務所必須提供的資料（詳情如下）郵寄至下列地址。您亦可填妥本公司網頁 msig.com.hk 的一般查詢表格 – 拒絕直銷活動。

為讓我們能夠處理您以上提出的拒絕服務之請求，請提供以下資料並寄至三井住友海上火災保險（香港）有限公司的資料保護主任：香港太古城英皇道 1111 號 9 樓。	
姓名：	
聯絡電話：	
香港身份證號碼：	(作識別之用)
保單號碼 / 證書編號 / 確認編號 (如適用)：	
附註:此拒絕服務要求將會取代您先前給予三井住友保險一切關於直接促銷的指示。	

就任何上述的用途，我們所收集的個人資料可能會被轉移至：

- 向我們提供行政、通訊、電腦、付款、保安及其他服務的第三方代理、承包商及顧問（包括：醫療服務供應商、緊急救援服務供應商、電話促銷商、郵寄及印刷服務商、資訊科技服務供應商及數據處理服務商）；
- 處理索賠個案的理賠師、理賠調查員及醫療顧問；
- 再保公司及再保經紀；
- 您的保險經紀；
- 我們的法律及專業業務顧問；
- 我們的關連公司（以《公司條例》內的定義為準）；
- 香港保險業聯會（或同類的保險公司聯會）及其會員；
- 保險投訴局及同類的保險業機構；
- 法例要求或許可的政府機關；
- 防欺詐組織；
- 其他保險公司（無論是直接地，或是通過防欺詐組織或本段中指名的其他人士）；
- 警察；及
- 保險業就現有資料而對所提供的資料作出分析和檢查的數據庫或登記冊（及其運營者）。

為了確保您的個人資料之準確性，您同意授權本公司查閱並核實任何由保險業界內保險公司聯會所收集有關您的個人資料。

根據有關法例及規例，您有權查閱及更正本公司所持的任何載有您的個人資料之記錄。如您欲行使以上權利，可以書面形式投寄至香港太古城英皇道 1111 號 9 樓三井住友海上火災保險（香港）有限公司，通知本公司的資料保護主任。

如您對此個人資料收集聲明有任何疑問或須協助，請致電(852) 3122 6922 與我們聯絡。