



**Blue Cross 藍十字**

An **AIA** Company 友邦保險成員公司

# SmartBiz Insurance

## 智富商業保

# Terms and Conditions

## 條款及細則

Please read these terms and conditions carefully.  
Should you have any queries, please contact us for assistance.  
請詳細閱讀此條款及細則。如有任何查詢，請與我們聯繫。

Blue Cross (Asia-Pacific) Insurance Limited is a subsidiary of AIA Group Limited. It is not affiliated with or related in any way to Blue Cross and Blue Shield Association or any of its affiliates or licensees.

藍十字 (亞太) 保險有限公司乃友邦保險控股有限公司之子公司，與 Blue Cross and Blue Shield Association 及其任何關聯公司或持牌人並無任何關聯。

## TERMS AND CONDITIONS FOR SmartBiz Insurance

### INSURING CLAUSE

The Policyholder/the Insured and the Company agree that:

1. this Policy and any endorsement attached to this Policy shall be read together as one contract;
2. the terms, conditions and exclusions contained in the Policy Schedule shall be read in accordance with and shall not be construed so as to modify, add to or in any way vary the terms, conditions and exclusions contained herein;
3. the application, proposal and declaration that have been completed and provided to the Company are the basis of this contract and are deemed to be incorporated herein;
4. this Policy comes into force on the condition that the Policyholder has paid the premium specified in the Policy Schedule in full and the application has been approved by the Company;
5. the Company shall provide insurance subject to the limits, terms, conditions and exclusions of this Policy; and
6. the due observance of the terms, conditions and any endorsements of this Policy relating to anything to be done or not to be done or to be complied with by the Insured or any other person claiming to be indemnified; and the truth of the contents of the application, proposal and declaration, including the estimated earning declaration and the actual earning declaration, shall be conditions precedent to any liability of the Company.

### DEFINITIONS

The definitions below apply to the following words and phrases wherever they appear in this Policy unless the context otherwise requires:

1. **"Business"** shall mean the usual work and activities carried on by the Insured pertaining to its business as specified in the Policy Schedule and no others.
2. **"Company"** shall mean Blue Cross (Asia-Pacific) Insurance Limited.
3. **"Employee"** shall mean any person in the employment of the Insured and has the same meaning as assigned to that expression in the Employees' Compensation Ordinance (Chapter 282 of the laws of Hong Kong).
4. **"Excess"** shall mean the excess amount as specified in the Table of Benefits, which shall be the first amount borne by the Insured for each claim before any benefit under this Policy becomes payable.
5. **"Hong Kong"** shall mean Hong Kong Special Administrative Region of the People's Republic of China.

6. **"Insured"** or **"Policyholder"** shall mean the party who owns this Policy and is named as the Insured in the Policy Schedule.
7. **"Insured Premises"** shall mean the location specified to be insured in the Policy Schedule. The location must be occupied by the Insured for the purposes of the Business and situated in a building which is constructed of and roofed with concrete, brick, stone or other incombustible ingredients, unless specially approved by the Company.
8. **"Money"** shall mean cash, currency notes, bank notes, crossed bankers' drafts, negotiable instruments, current unused postal stamps, unexpired units in franking machine, cheques, postal or other money orders or credit card sales vouchers.
9. **"Period of Insurance"** shall mean the period of time specified as "Period of Insurance" in the Policy Schedule during which this Policy is effective.
10. **"Policy"** shall mean and refer to the entire policy contract between the Policyholder and the Company including these Terms and Conditions, the Policy Schedule issued hereunder and any memoranda and endorsements thereto together with the application, proposal and declaration submitted or made by the Policyholder or his/her authorised representatives.
11. **"Policy Schedule"** shall mean the "Policy Schedule" attached to this Policy, which sets out the Policy details and the Period of Insurance.
12. **"Table of Benefits"** shall mean a table of benefits and excess incorporated in the Policy Schedule, which sets out the maximum limits and sub-limits of the covered benefit items that shall be payable under this Policy.

## SECTION 1 – Property All Risks Protection

**DEFINITIONS** (applicable to the entirety of Section 1 only)

1. **"Contents"** shall mean the properties belonging to the Insured or for which it is legally responsible in connection with the Business at the Insured Premises including:
  - a) furniture, fixtures, fittings, interior decoration including tenant's improvement;
  - b) plant, machinery, equipment, appliance and trade utensils except being specifically insured; and
  - c) deeds, documents and stationery,but excluding Stock, Money, portable digital assistance (PDA), mobile phone, communication device, securities and travel tickets.
2. **"Stock"** shall mean stock in trade and trade samples of general merchandise owned by the Insured or held in trust or on commission or for which it is legally responsible in connection with the Business including raw materials, semi-finished and finished products but specially excludes all high-value goods including but not limited to mobile phones, electronic goods, computer equipment, video, audio and photographic equipment, precious metals, gems, jade stones, gold, silver, jewellery and watches, furs, antiques, dried seafood, Chinese herbal medicine, edible bird's nest, ginseng and the like goods.

## **1. BASIC BENEFITS – BUSINESS CONTENTS AND STOCK**

The Company will indemnify the Insured against accidental physical loss of or damage to the property insured in the Insured Premises up to the maximum benefit limit specified in the Table of Benefits applicable to Section 1.

For the avoidance of doubt, the Company shall cover the following sub-benefit items and the amount payable in respect of the following shall not exceed the maximum benefit limit under Section 1 (Basic Benefits – Business Contents and Stock) as stated in the Table of Benefits.

- a) Equipment or machinery
- b) Stock
- c) Portable equipment/computer (excluding PDA/mobile phone / communication device) outside Insured Premises but within Hong Kong
- d) Deed, document, card, tape, file or transparency not in electronic form
- e) Work of art
- f) Wine /spirit

**EXTENSIONS** (applicable to the entirety of Section 1 only)

### **1. Loss of or Damage to Personal Effects**

This Policy is extended to cover the loss of or damage to personal effects of the Insured's Employees at the Insured Premises up to the maximum benefit limit as stated in the Table of Benefits in respect of any one Period of Insurance.

### **2. Temporary Removals**

This Policy is extended to cover the loss of or damage to Contents other than Stocks, portable equipments, deeds, non-negotiable documents, personal effects, sanitaryware, fixed glass whilst such Contents are temporarily removed from the Insured Premises within Hong Kong for cleaning, renovation, repair or other similar purposes provided that the liability of the Company shall not exceed 15% of the respective sum insured of Contents specified in the Table of Benefits in aggregate in respect of any one Period of Insurance.

### **3. Removal of Debris**

This Policy is extended to cover the cost of removal of debris from the Insured Premises reasonably and necessarily incurred including dismantling, demolishing, shoring up or propping of the property following a loss indemnifiable under this section up to the maximum benefit limit as stated in the Table of Benefits.

### **4. Cost of Reinstating or Reproducing any Documents, Deeds, Maps, Plans and Records**

This Policy is extended to cover the cost of reinstating or reproducing any documents, deeds, maps, plans and records but not their intrinsic or other value in the event such documents are lost or damaged whilst in transit from the Insured Premises to any location within Hong Kong, provided that the liability of the Company shall not exceed the maximum benefit limit as stated in the Table of Benefits in respect of any one Period of Insurance. For avoidance of doubt, this extension only covers the cost of clerical labour

expended in reproducing such deeds or documents but not the value to the Insured of the information contained therein.

### **5. Accidental Breakage of Fixed Glass**

This Policy is extended to cover the replacement of fixed glass (notwithstanding Exclusion 1 h of this section) and shop front signboard at the Insured Premises plus the reasonable cost of temporary boarding up rendered necessary as a result of accidental breakage provided that the liability of the Company shall not exceed the maximum benefit limit as stated in the Table of Benefits in respect of any one Period of Insurance. Fixed glass shall mean doors, windows, mirrors, partitions, showcases, counters and shelves (including silvered, lettered, bent, ornamental) or other special glasses. The Company shall only be liable under this extension if the fixed glass has been completely and properly secured or fixed prior to damage.

### **6. Loss of or Damage to Computer System Records**

This Policy is extended to cover the cost of restoring computer system records following any unforeseen and sudden physical loss of or damage to the existing records of the computer equipment (and forming part of Contents insured under this section) provided that such restoration shall be limited to the cost of clerical labour used in reproducing such records and the limit of liability of the Company shall not exceed the maximum benefit limit as stated in the Table of Benefits in respect of any one Period of Insurance. Any expenses in connection with the production of information to be recorded and the value of the information contained in such records are excluded.

### **7. Fire Extinguishing Expenses**

This Policy is extended to cover the cost of refilling fire extinguishers fluid and/or replacing sprinkler heads belonging to the Insured or for which the Insured is legally responsible following fire or explosion taking place in the Insured Premises provided that the liability of the Company shall not exceed the maximum benefit limit as stated in the Table of Benefits in respect of any one Period of Insurance.

### **8. Automatic Reinstatement of Sum Insured Clause**

In the event of loss or damage, the sum insured for the Policy shall be automatically reinstated immediately following the loss or damage. The Company reserves the right to charge an additional premium calculated on a pro-rata basis from the date of the loss to the expiration of the Policy.

### **9. Interior Alterations, Additions and Repairs to the Insured Premises**

Interior alterations, additions and repairs to the Insured Premises, plant, fixtures and fittings and machinery and work in progress ("**Contract Works**") are allowed, and the insurance provided by this Policy shall remain operative during the Contract Works period, provided that the value of the Contract Works shall not exceed the amount as stated in respect to this item of the Table of Benefits) and the Contract Works fall within the Period of Insurance. The Company shall not be liable for any claim which is recoverable under

any other insurance policy held by the Insured or the Insured's contractors.

**10. Damage to Premise by Theft**

This Policy is extended to cover the loss of or damage to the Insured Premises caused by theft or attempted theft involving forcible and violent entry into or exit from the Insured Premises provided that the liability of the Company shall not exceed the maximum benefit limit as stated in the Table of Benefits in respect of any one Period of Insurance. This extension does not cover any loss not reported to the Police within 24 hours after occurrence.

**11. Locks Replacement due to Theft**

This Policy is extended to cover the cost of replacing damaged door locks of the Insured Premises with items that are similar, but not better, following a theft or any attempted theft involving forcible and violent entry into or exit from the Insured Premises. The amount payable under this benefit is subject to the maximum benefit limit as stated in the Table of Benefits in respect of any one Period of Insurance.

**12. Damage to Company Signage**

This Policy is extended to cover the loss of or damage to the Insured's company signage installed at the lobby of the Insured Premises for which the Insured is legally responsible provided that the liability of the Company shall not exceed the maximum benefit limit as stated in the Table of Benefits in respect of any one Period of Insurance.

**13. Damage to Roller Shutters and Gate**

This Policy is extended to cover the loss of or damage to the roller shutters and gate for which the Insured is legally responsible provided that the liability of the Company shall not exceed the maximum benefit limit as stated in the Table of Benefits in respect of any one Period of Insurance.

**14. Stock in Transit (applicable to Stock only)**

This Policy is extended to cover the physical loss of or damage to Stock and trade samples of general merchandise in transit in the course of collection and delivery by the Insured or any of its Employees for any one event. The Company shall not be liable for any claim which is recoverable from any other insurance held by the Insured or the Insured's contractors and the liability of the Company shall not exceed the maximum benefit limit stated in the Table of Benefits in respect of any one event.

**15. Seasonal Increase of Sum Insured during peak sales season (from November to March or any other period as stated in the Policy Schedule) (applicable to Stock only)**

This Policy is extended to increase of Stock by 20% (in addition the sum insured on Stock shown in the Policy Schedule) automatically during the peak sales season of November to March or for any other period within the Period of Insurance agreed by the Company and stated in the Policy Schedule.

**II. OPTIONAL BENEFITS – STOCK (Applicable only if selected as per Policy Schedule)**

**Top-up Cover for Stock**

If the amount payable under item b) Stock of Section 1 (Basic Benefits – Business Contents and Stock) of the Table of Benefits has exhausted the maximum benefit limit stated in the Table of Benefits, this benefit shall be payable to cover the excess of such amount payable under this section up to the maximum benefit limit as stated in the Table of Benefits.

**Additional Clauses (applicable to the entirety of Section 1 only)**

**A. Errors & Omissions Clause**

This Policy shall not be invalidated by:

- a) any unintentional or inadvertent error or omission in description of the interest hereby insured or;
- b) any breach of a Policy condition or warranty or by reason of anything being done or omitted to be done in respect of any Insured Premises or portion of the Insured Premises not occupied by the Insured, whether constituting an increase in risk or not.

It is provided that the Insured shall upon becoming aware of such error, omission or misstatement of fact, inform the Company thereof as soon as reasonably practicable and the Insured shall pay an appropriate additional premium upon request by the Company, from the date of any increase in risk.

**B. Extra Charges Clause**

If any part of the Insured Premises sustains damage for which the Company is liable, the indemnity provided by this Policy shall include:

- a) costs necessarily incurred for delivery of any part or parts by express or special delivery; and
- b) in the execution of authorised repairs for labour overtime costs necessary to expedite repairs including Sunday, holiday and nightwork,

provided that the liability of the Company under this clause shall not exceed 10% of the amount of the adjusted loss.

**C. Time Adjustment Clause**

In the event of loss or damage or destruction to the property insured caused by typhoon, storm, tempest, flood or earthquake, the amount of the Excess in respect of such loss or damage caused by these perils shall apply afresh and be deducted again in respect of any loss or damage occurring after 72 hours from typhoon, storm, tempest, flood or earthquake.

**CONDITIONS (applicable to the entirety of Section 1 only)**

- 1. The sum insured on Contents must represent the new replacement cost of the Contents insured under this section. The Company shall, subject to the conditions below, indemnify the Insured by:
  - a) paying the cost of rebuilding or replacing the property if the insured Contents are totally destroyed or lost; or
  - b) paying the cost of repairing or restoring the damaged portion(s) of the property to a condition equal to but not better or more extensive than its

condition when new if the insured Contents are damaged,

provided that

- (i) the work of reinstatement must be carried out without delay; and
  - (ii) the cost of reinstatement must be actually incurred and evidenced by documentary proof.
- The claim will be settled on an indemnity basis if the conditions above are not complied with and the sum insured on Contents is lower than the new replacement costs of the Contents insured.
2. The sum insured on Stock shall represent the purchase value. In the event of loss or damage on Stock, the settlement of claims may be made by payment or at the Company's option by reinstatement or replacement.
  3. At the time of loss, destruction or damage, the claim of each and every item of Section 1 will be settled and recovered on an indemnity basis up to the maximum benefit limit as stated in the Table of Benefits.
  4. Where any insured item consists of articles in a pair or set, the Company will not pay more than the value of any particular part or parts which may be damaged or lost, 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 value of the item relative to the value of the pair or set.

**EXCLUSIONS** (applicable to the entirety of Section 1 only)

1. The Company shall not be liable for:
  - a) loss due to theft unless accompanied by violence or threat of violence to persons, or forcible and violent entry into or exit from the Insured Premises;
  - b) the own over-running, short circuiting, excessive pressure or self-heating of any electrical plant or appliance but any loss or damage resulting therefrom is not excluded;
  - c) wear and tear, moths, vermin, insects, fungus, damp, dry, rust, rot, corrosion, the action of light or atmosphere, changes in temperature, or gradually operating causes;
  - d) electrical or mechanical breakdown, failure or derangement of machinery and equipment;
  - e) misuse or use contrary to manufacturers' instructions of business appliances and equipment, inherent vice, latent defect, gradual deterioration, deformation, distortion or faulty design in materials, plan or specification;
  - f) denting, chipping, marring or scratching;
  - g) breakage of china, porcelain or other fragile, brittle articles (other than fixed glass) unless due to fire or theft;
  - h) fixed glass;
  - i) any disappearance or shortage of Stock revealed only at the time of stocktaking or due to the making of an inventory, misfiling or misplacing of information;
  - j) operation error or omission on the part of the Insured and/or its Employees;

- k) any process of cleaning, repair or renovation, maintenance, restoring or dyeing;
- l) loss of or damage to property within the Insured Premises which has been unoccupied for more than 30 consecutive days;
- m) malicious damage caused by the Insured, its partners, directors or Employees;
- n) any living creatures, livestock or plants;
- o) any delay, loss of market, loss of use or consequential damage of any kind;
- p) the theft, infidelity, dishonesty or fraud of the Insured, its partners, directors or Employees;
- q) shrinkage, evaporation, loss of weight, pollution, contamination, change of flavour, colour, texture or finish, unless such loss, damage or destruction is directly caused by any peril insured by this section;
- r) cracking fracturing, collapse or overheating of boilers, economisers, vessels tubes or pipes nipple, leakage or the failure of welds of boilers; or
- s) confiscation or detention by any public authority.

2. The Company shall not be liable for the loss of or damage to the value to the Insured of the information contained in documents, manuscripts, business books, certificates and recording tapes and discs (including computer tapes and disks).

## **SECTION 2 – Business Interruption Protection**

**DEFINITIONS** (applicable to the entirety of Section 2 only)

1. **"Indemnity Period"** shall mean the period beginning with the date of occurrence of the Loss and ending not later than the period specified as Indemnity Period in the Policy Schedule insured by this Policy during which the results of the Business shall be affected in consequence of the Loss.
2. **"Loss"** shall mean the loss of or damage to the property insured by Section 1 of this Policy provided that payment has been made or liability has been admitted under Section 1 of this Policy unless such payment or liability has been excluded by this Policy as being below the Excess.

### **COVER**

If the Business of the Insured at the Insured Premises is interrupted or disrupted as a result of a Loss, the Company shall under this section indemnify the Insured up to the sum insured as specified in the Policy Schedule during the Indemnity Period in respect of the following items:

#### **1. Additional Expenditure**

The additional expenditure necessarily and reasonably incurred as a result of damage to the Business Contents or Stock for the sole purpose of avoiding or minimising the interruption of or interference with the Insured's Business which but for that expenses would have taken place during the Indemnity Period up to 12 months from the date of the damage.

**EXTENSIONS** (applicable to the entirety of Section 2 only)

#### **1. Professional Accountants' Fees Clause**

This Policy is extended to indemnify the Insured for the reasonable charges payable to qualified accountants or auditors for producing any particulars or details or any other proof, information or evidence as may be required, and reporting that such particulars or details are in accordance with Insured's books of account or other business books or documents, provided that the liability of the Company shall not exceed the maximum benefit limit as stated in the Table of Benefits in respect of any one Period of Insurance.

## 2. Denial of Access Clause

The Company will indemnify the Insured for the interruption of Business caused by hindrance of access to or use of the Insured Premises following damage to property in the vicinity of the Insured Premises by an accident not excluded under Section 1 of this Policy.

## 3. Failure of Public Utilities Clause

The Company will indemnify the Insured for the loss as insured by this Policy resulting from interruption of or interference with the Business arising from damage to property at any land-based premises of a public utility undertaking which provides the Insured Premises with electricity, gas, water and telecommunication services.

It is provided that the Company shall not be liable for any Business interruption occasioned by the deliberate act of the government, municipal or local authority or supply authority not performed for the sole purpose of safeguarding life or protecting any part of the supply undertaking's system or by the exercise by any such authority of its power to withhold or restrict or ration supply not necessitated solely by damage to the supply undertaking's generating or supply equipment by an insured peril.

### CONDITIONS (applicable to the entirety of Section 2 only)

The Company's liability under this section shall in no case exceed the sum insured as specified in the Policy Schedule as the sum against each of the items hereby insured, but for the purpose of this section, the following provisions shall be applied:

1. deduction shall be made from the claim for any sum saved during the Indemnity Period in respect of the charges and expenses of the Business as may cease or be reduced in consequence of the Loss;
2. if the Business of the Insured be conducted in departments and the independent trading results of which are ascertainable, the indemnity shall apply separately to each department affected by the Loss, except that if the sum insured be less than the aggregate of the sums of all departments of the Insured's Business (whether affected by the Loss or not), the amount payable shall be proportionately reduced.

### EXCLUSIONS (applicable to the entirety of Section 2 only)

The Company shall not be liable:

1. if the Business of the Insured has been dissolved or wound up or is being carried on by a liquidator or receiver or has ceased to operate;

2. if the Insured has lost its interest in the Business; or
3. for losses occurred during the "Time Excess" as specified in Policy Schedule.

## SECTION 3 – Money Protection

### DEFINITIONS (applicable to the entirety of Section 3 only)

"Business Hours" shall mean the usual hours during which the Insured transacts Business at the Insured Premises and during which the Insured, any of its partners, directors or Employees normally entrusted with Money shall be actually within the Insured Premises.

### COVER

The Company shall indemnify the Insured for the loss of Money anywhere in Hong Kong or in the Insured Premises in connection with the Insured's Business subject to the maximum benefit limit as stated in the Table of Benefits in respect of any one of the following circumstances:

1. Loss of Money including crossed cheques, crossed postal orders, crossed money order and crossed bankers drafts
2. Loss of Money other than item 1 mentioned above
  - a) Money in transit during Business Hours
  - b) Money at the Insured Premises during Business Hours
  - c) Money at the Insured Premises out of Business Hours in locked safe or strongroom
  - d) Money at the Insured Premises out of Business Hours not in locked safe or strongroom
  - e) Money in transit to and from and whilst at the residence of an authorized Employee;
  - f) Accidental loss of Money in a bank night safe
3. Loss of or damage to safes or cash register caused by theft or attempted theft

### CONDITIONS (applicable to the entirety of Section 3 only)

1. The keys or combination codes of any safe, strongroom or any type of locked device containing Money are not left in the Insured Premises after Business Hours.
2. The Insured shall keep proper records and account of all Money transactions in such manner that the Company can accurately determine therefrom the amount of loss.

### EXCLUSIONS (applicable to the entirety of Section 3 only)

The Company shall not be liable for any claim in respect of:

1. loss due to theft, infidelity or dishonesty or fraud on the part of any partners, directors or Employees;
2. shortages due to clerical or accounting error and omission;
3. loss suffered as a result of a Business transaction;
4. unexplained disappearance of Money;
5. loss from an unattended vehicle;

6. loss of Money occurring outside Hong Kong;
7. loss of Money during or due to transit by post;
8. loss of Money entrusted to any person other than a partner, a director or an authorized Employee of the Insured;
9. loss of Money from the Insured Premises except accompanied by forcible and violent entry to or exit with visible marks; or
10. loss resulting from a safe, strongroom or any type of locked device being opened by a key, duplicate key or combination code, unless obtained by violence or the threat of violence to any person.

## SECTION 4 – Public Liability

### COVER

The Company will indemnify the Insured against all sums which the Insured shall become legally liable to pay as compensation in respect of:

- (a) accidental death or bodily injury to third parties; or
- (b) accidental loss of or damage to property belonging to third parties

caused by negligence of the Insured or its Employee during the Period of Insurance in connection with the Business occurring at the Insured Premises.

### LIMIT OF INDEMNITY

1. The liability of the Company under Section 4 for all compensation payable including all costs and expenses provided under paragraph 2 as mentioned immediately below shall not exceed the limit as specified in the Table of Benefits whether in respect of any one accident or in any one Period of Insurance.
2. The Company will also indemnify the costs and expenses incurred by or on behalf of the Insured with the written consent of the Company.

**EXTENSIONS** (applicable to the entirety of Section 4 only)

#### 1. Overseas Business Visits Clause

This Policy is extended to indemnify all sums which the Insured shall become legally liable to pay as compensation for the bodily injury or property damage to third party arising from occasional visits outside Hong Kong by any of the Insured's non-manual Employees or directors in connection with the Insured Business provided that such liability occurs during the Period of Insurance and such Employees or directors shall observe fulfil and be subject to the terms, exclusions and conditions of the Policy.

#### 2. Tenant's Liability Clause

This Policy is extended to indemnify all sums which the Insured shall become legally liable to pay as compensation for claims made in respect of Insured's legal liability as tenant for damage to the Insured Premises leased to and occupied by the Insured. This extension shall not apply to any liability which attached by virtue of an agreement but which would not have attached in the absence of such agreement.

#### 3. Food and/or Drinks Poisoning Clause

This Policy is extended to cover the Insured's legal liability arising out of any claim made in respect of

poisoning of any kind arising from food and/or drinks sold or supplied by the Insured to any visitors provided at the Insured Premises. It is provided that the Insured shall at all times take every possible precaution to prevent any food and/or drinks from deterioration, to ensure that they are free from contamination and fit for human consumption. The liability of the Company under this extension shall not exceed the maximum benefit limit as stated in the Table of Benefits in respect of any one Period of Insurance.

#### 4. Neon Sign/Signboard Liability Clause

This Policy is extended to indemnify all sums which the Insured is legally liable to pay as compensation for bodily injury or damage to property arising out of or caused by or in connection with the Insured's advertising signs and decorations and the like whilst they are fixed and secured in a proper position and in the vicinity of the Insured Premises not exceeding 5 metres. Provided the liability of the Company under this extension shall not exceed the maximum benefit limit as stated in the Table of Benefits in any one accident in respect of any one Period of Insurance.

This extension does not apply to any neon/advertising signs and decorations in the course of erection, maintenance or repair conducted by or on behalf of the Insured.

It is warranted that the Insured shall comply with all statutory enactments by-laws and regulations and shall at all times ensure that the neon/advertising signs and decorations installations are kept in a proper state of repair. If any defect is discovered, the Insured shall forthwith cause such defect to be made good and shall in the meantime cause such additional precautions to be taken for the prevention of accident as the circumstances may require. After any accident, no alteration in the position or repair of the signs shall be made without the consent of the Company until the Company shall have had an opportunity of inspecting same.

#### 5. First Aid

This Policy is extended to indemnify all sum which the Insured is legally liable for bodily injury to customers or other parties as a result of performing first aid or due or alleged to be due to first aid or other similar treatment made available within the Insured Premises.

It is provided that:

- a) any liability in respect of wrongful diagnosis is expressly excluded;
- a) the person performing first aid or similar treatment is not entitled to indemnity from any other source, otherwise the indemnity granted herein will apply only in respect of an amount in excess of that provided by such other policy; and
- b) the person performing first aid or similar treatment shall as though such person were the Insured observe fulfil and be subject to the terms, exclusions and conditions of the Policy so far as they can apply.

#### 6. Welfare, Social and Sports Clubs

This Policy is extended to indemnify the Insured and/or the Insured's welfare, social or sporting clubs and/or any of its individual members whilst undertaking activities on behalf of such clubs (whether committee members or otherwise) against legal liability in respect of bodily injury or damage to property occurring as a result of an accident and happening in connection with their functions as welfare, social or sporting clubs within Hong Kong. It is provided that:

- a) such clubs and/or members are not entitled to indemnity under any other policy of insurance, otherwise the indemnity granted herein will apply only in respect of an amount in excess of that provided by such other policy; and
- b) such clubs and/or members shall as though they were the Insured observe fulfil and be subject to the terms, exclusion and conditions of this Policy so far as they can apply.

#### **7. Indemnity to Directors, Partners and Employees**

This Policy is extended to indemnify the director, partner or Employee of the Insured in respect of any claim being brought or made against him in his personal capacity. This extension shall apply on the condition that:

- a) if the claim is made upon the Insured, the Insured would be entitled to indemnity under this Policy;
- b) the director, partner or Employee is not entitled to indemnity from any other source, otherwise the indemnity granted herein will apply only in respect of an amount in excess of that provided by such other policy; and
- c) the director, partner or Employee shall as though such person were the Insured observe fulfil and be subject to the terms, exceptions and conditions of the Policy so far as they can apply.

#### **8. Independent Contractors' Liability**

This Policy is extended to indemnify all sums which the Insured shall become legally liable to pay as compensation for bodily injury or damage to property arising out of or caused by the Contract Works in any alteration of and/or addition to any premises owned, occupied or managed by the Insured provided that the Contract Works value shall not exceed the maximum benefit limit as stated in the Table of Benefits.

The Company shall not be liable for any claim recoverable from any valid insurance held by the Insured or the Insured's contractor.

**EXCLUSIONS** (applicable to the entirety of Section 4 only)

#### **LMA5396 Communicable Disease Exclusion**

1. Notwithstanding any provision to the contrary within this Policy, this Policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this exclusion, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

#### **Cyber Exclusion**

This Policy does not apply to and specifically excludes losses of any kind directly or indirectly caused by, arising from, or consisting of, in whole or in part:

- a) the use or misuse of the internet or similar facility;
- b) any electronic transmission of data or other information;
- c) any computer virus or similar problem;
- d) the use or misuse of any internet address, website or similar facility;
- e) any data or other information posted on a website or similar facility;
- f) any loss of data or damage to any computer system, including but not limited to hardware or software (unless such loss or damage is caused by an earthquake, a fire, a flood, or a storm);
- g) the functioning or malfunctioning of the internet or similar facility, or of any internet address, website or similar facility (unless such malfunctioning is caused by an earthquake, a fire, a flood, a storm); or
- h) any infringement, whether intentional or unintentional, or intellectual property rights (including but not limited to trademark, copyright or patent).

The Company shall not be liable under this Policy for:

1. liability in respect of injury to any person under a contract of service or apprenticeship with the Insured where the injury arises out of and in the course of such person's employment or service with the Insured or for compensation or claim against the Insured by an injured person or dependent under the Employees' Compensation Ordinance (Chapter 282 of the laws of Hong Kong) or amendments thereto;
2. liability assumed by the Insured by agreement unless such liability would have attached to the Insured in the absence of such agreement;



3. liability in respect of or arising from damage to any land or property or building caused by vibration or the removal or subsidence or weakening of support;
4. injury or damage caused by pollution unless due to a sudden, unintended and unexpected occurrence;
5. fines, penalties, or punitive or exemplary damages;
6. liability arising directly or indirectly from faulty or inferior workmanship;
7. liability in respect of loss of or damage to property:
  - a) belonging to or in the charge or under the control of the Insured or of any servant or agent of the Insured; or
  - b) being that part of any property or land or building or structure on which the Insured or any servant or agent of the Insured is or has been working on unless otherwise provided under Extension 2 to Section 4 above;
8. liability in respect of injury, loss or damage caused by or through or in connection with:
  - a) the ownership or possession or use or loading or unloading by or on behalf of the Insured of:
    - i) any mechanically propelled vehicle (or machine) which is capable of self-propulsion or attached to a self-propelled vehicle and used in circumstances to which the Road Traffic Ordinance (Chapter 374 of the laws of Hong Kong) applies;
    - ii) any vehicle (or machine) which is insured for the benefit of the Insured under any form of motor insurance policy; or
    - iii) any marine vessel and/or motor cycle, motor vehicle, locomotive, craft, crane hoist, or other lifting machinery;
  - b) claims arising in connection with any product supplied other than food and drink supplied to any visitor and/or in canteen, sports and social clubs provided by the Insured for the use of Employees;
9. liability arising directly or indirectly from libel and/or slander on the part of the Insured or any Employee;
10. any wilful or malicious act or any criminal activity;
11. loss of or damage to property caused by or resulting from explosion of any boiler, vessel or apparatus operated under steam pressure;
12. liability in respect of damage to property owned or occupied by or rented to or in the care, custody or control of the Insured or property as to which the Insured for any purpose is exercising physical control or is or has been working;
13. loss of or damage caused by or in connection with or arising from the nature or condition of goods sold, supplied, services, processed, overhauled, repaired or tested by the Insured or of the containers thereof or the action of any commodity used or applied or administered by the Insured or by any Employee or agent of the Insured;
14. loss of or damage caused by or in connection with or arising from any lift, elevator, escalator, hoist, or crane owned or used by the Insured or for the maintenance of which the Insured is legally responsible;
15. the liability in respect of death or bodily injury including illness of any person directly or indirectly caused by contagious or infectious disease;
16. liability of whatsoever arising out of the rendering of or failure to render professional advice or service by the Insured or any related error or omission;
17. liability of whatsoever arising from internet or e-commerce related activities and/or exposures;
18. all losses, damages, costs or claims arising from any professional liability, any exercise, treatment, medication or services provided by the Insured; or
19. all sums which the Insured shall become legally liable to pay as damages for accidental bodily injury or property damage caused by any participant/member/student to another participant/member/student of the Insured.

## SECTION 5 – Fidelity Guarantee

### COVER

The Company will indemnify the Insured against any direct loss of Money or property arising from any fraudulent or dishonest act of the Insured's Employees during the Period of Insurance, provided that

- a) any fraudulent or dishonest act must be committed during the Period of Insurance by one or more specific Employees;
- b) any fraudulent or dishonest act must be discovered during the Period of Insurance or within 15 days after the expiry of the Period of Insurance;
- c) any fraudulent or dishonest act must be discovered within 15 days of the death, dismissal or expiration of any employment contract of the Employees concerned;
- d) any money due by the Insured to the Employees concerned shall be deducted from the amount claimed;
- e) discovery of any fraudulent or dishonest act must be reported to the police within 24 hours; and
- f) discovery of any fraudulent or dishonest act must be reported to the Company within 14 days of its discovery.

### EXCLUSIONS (applicable to the entirety of Section 5 only)

The Company will not cover:

1. Loss of or damage from any unattended vehicle.
2. Any shortage due to any accounting error or omission or any depreciation in value.
3. Loss of or damage arising outside Hong Kong.
4. Loss of or damage resulting from a safe, strongroom or any type of locked device being opened by a key, duplicate key or combination code unless such key or combination code is obtained by violence or the threat of violence to employees.
5. Consequential loss of any kind.
6. Loss of or damage more specifically insured under any other insurance.

## **SECTION 6 – Employees’ Compensation (Optional Benefits) (Applicable only if selected as per Policy Schedule)**

**DEFINITIONS** (applicable to the entirety of Section 6 only)

1. **“Accident”** shall mean an accident or a series of accidents arising out of one event.
2. **“Company’s Indemnity”** shall mean indemnity provided under this Policy including costs and expenses incurred by or on behalf of the Insured with the Company’s written consent.
3. **“Disease”** shall mean a disease contracted by an Employee of the Insured as a result of his exposure to the nature of his employment with the Insured. Such exposure may extend over a period of time and part of which period may fall outside the Period of Insurance under this Policy.
4. **“Earnings”** shall mean all gross wages, salaries, remunerations, commissions, bonuses, overtime, termination payments, allowances and the like, directors’ fees or other benefits whether at piecework rates or otherwise and whether paid in cash or in kind by the Insured to its Employees.
5. **“Geographical Area”** shall mean the territorial limits of Hong Kong or elsewhere as may be agreed by the Company.
6. **“Noise-Induced Deafness”** shall have the same meaning as assigned to that expression in the Occupational Deafness (Compensation) Ordinance (Chapter 469 of the laws of Hong Kong).
7. **“Ordinance”** shall mean the Employees’ Compensation Ordinance (Chapter 282 of the laws of Hong Kong).
8. **“Pneumoconiosis”** and **“Mesothelioma”** shall have the same meaning as assigned to those expressions in the Pneumoconiosis and Mesothelioma (Compensation) Ordinance (Chapter 360 of the laws of Hong Kong).

### **COVER**

If any Employee in the Insured's immediate employ shall sustain bodily injury or death by Accident occurring or Disease contracted during the Period of Insurance within Geographical Area and arising out of and in the course of his employment by the Insured in the Business, the Company will, subject to Policy Limit of Indemnity, indemnify the Insured against its legal liability in respect of such bodily injury or death under the Ordinance and independently of the Ordinance to pay compensation, damages and claimant's costs and expenses and also indemnify the Insured against costs and expenses incurred by or on behalf of the Insured with the Company’s written consent in connection therewith.

Provided that in the event of any change to the Ordinance during or subsequent to the Period of Insurance altering the legal liability of the Insured under the Ordinance, the liability of the Company under this Policy shall be limited to such sums as the Company would have been liable to pay if the Ordinance had remained unaltered.

In the event of the death of the Insured (if it is a natural person), the Company will indemnify the Insured's legal personal representatives in the terms of this Policy in respect of liability incurred by the Insured provided that such personal representatives shall as though they were the Insured observe fulfil and be subject to the terms of this Policy in so far as they can apply.

**EXTENSIONS** (applicable to the entirety of Section 6 only)

#### **1. Employees’ Inter-Sports Social and Welfare Activities Clause**

If an Employee of the Insured is injured when participating in any welfare and social activities organised and sponsored by the Insured, any Accident occurring in such circumstances shall be deemed as arising out of and in the course of employment by the Insured.

#### **2. Business Trip Clause**

This Policy is extended to provide worldwide cover for all non-manual Employees while they are on business trips.

#### **3. Extraordinary Weather Conditions**

In the event of any Employee of the Insured whose attendance at the place of employment is required by the Insured during extraordinary weather conditions being injured or killed whilst proceeding directly to the place of employment or returning therefrom directly to his home, such death or injury shall be deemed to have arisen out of and in the course of the Employee’s employment for the purpose of the Policy.

Extraordinary weather conditions shall mean black rainstorm warning and/or typhoon signal No. 8 or higher is hoisted by the Hong Kong Observatory.

**POLICY LIMIT OF INDEMNITY** (applicable to the entirety of Section 6 only)

- a) In respect of any Accident or Disease giving rise to a claim or claims against the Insured for which indemnity is provided under this Policy, the Company's Indemnity to the Insured shall in the aggregate be limited to the amount specified in the Policy Schedule as "Policy Limit of Indemnity" irrespective of the number of Employees who may sustain bodily injury or death consequent on or attributable to the same occurrence of Accident or Disease.
- b) In relation to any liability of the Insured in respect of a Disease contracted by an Employee due to the nature of his employment with the Insured which nature of employment applies during a period that extends over more than one Period of Insurance;
  - (i) the aggregate of the Company's Indemnity to the Insured under all insurance policies shall not exceed the limit of indemnity of the insurance policy that was in force at the time the nature of the Employee's employment to which such Disease was due first affected the Employee; and
  - (ii) subject to the limitation of paragraph (b)(i) hereof, the Company's Indemnity to the Insured under this Policy shall be limited to such proportion of the Insured's liability in respect of such Disease as that part of the Employee's period of employment falling within the Period of Insurance of this Policy

bears to the total period of his employment to the nature of which such Disease was due.

- c) If the occurrence of any Accident or Disease results in indemnity hereunder to more than one Insured, the limitations of the Company's liability specified in paragraphs (a) and (b) hereof shall apply to the aggregate of indemnity to all Insureds.
- d) At any time after the occurrence of any Accident or Disease giving rise to a claim or claims against the Insured for which indemnity is provided under this Policy, the Company may pay to the Insured the full amount of the Company's liability specified in paragraph (a) or (b) hereof (after the deduction of any sums already paid) or any lesser amount for which such claim or claims can be settled and shall relinquish the conduct of any defence settlement or proceedings relating to such claim. The Company shall not thereafter be responsible for any compensation, damages or costs in respect thereof or for any costs and expenses whatsoever incurred by the Insured after the Company shall have relinquished such conduct or for any loss damage or expenses caused to the Insured in consequence of any act or omission of the Company in connection therewith or of the Company relinquishing such conduct.
- e) If there should be any shortfall in the actual Earnings declared in accordance with paragraph (b) under Insurance Premium of Section 6 below from the respective actual Earnings, the extent of the Company's Indemnity shall be reduced proportionately by the extent of under-insurance; and the balance shall be borne by the Insured himself. If no declaration of the actual Earnings by the Insured is received by the Company as prescribed, for the purpose of this clause the Earnings estimated by the Insured as at the commencement of the Period of Insurance shall be used in lieu of the actual Earnings that should have been declared to determine the extent of the under-insurance if any.

**CONDITIONS** (applicable to the entirety of Section 6 only)

**1. Avoidance of Certain Terms and Rights of Recovery**

If the Company is obliged by the Ordinance to pay an amount for which the Company would not otherwise be liable under Section 6, the Insured shall forthwith repay such amount to the Company.

**2. Insurance Premium**

- a) Prior to the commencement of the Period of Insurance, the Insured shall supply the Company with a declaration estimating the Earnings of the Employees employed in the Business during the Period of Insurance (which declaration is referred to herein as "**the Estimated Earnings Declaration**") on the basis of which a deposit premium becomes payable to the Company.
- b) The Insured shall, within 90 days after the expiry of the Period of Insurance or upon cancellation of the Policy, supply the Company with a completed Premium Adjustment and Declaration of Earnings Form stating the actual Earnings of Employees and provide the relevant supporting documents during the Period of Insurance (which declaration is referred to herein as "**the Actual Earnings Declaration**"). If the actual Earnings shall differ from the estimated Earnings the difference in

premium shall be met by a further proportionate adjustment premium to be paid to the Company or by a premium refund to the Insured as the case may be.

- c) It is hereby declared that the Premium payable by the Insured in consideration of the indemnity provided under this Policy is the sum of the deposit premium and the adjustment premium calculated pursuant to paragraphs (a) and (b) hereof.
- d) The name, the Hong Kong Identity Card number, class of employment and Earnings of every Employee of the Insured employed in the Business from time to time during the Period of Insurance shall be properly recorded by the Insured and retained in a safe place so that a record exists of all persons who are Employees of the Insured for the purpose of this Policy. The Insured shall at all reasonable times allow the Company to inspect and obtain copies of such records.
- e) If the Insured fails to cooperate with the Company in submitting the completed Premium Adjustment and Declaration of Earnings Form, without prejudice to any other rights of the Company, the Company shall retain the discretion not to renew this Policy upon its expiry.

**3. Terrorism Endorsement**

Notwithstanding any provision to the contrary in this Policy or any endorsement thereto, it is hereby agreed that in respect of any bodily injury or death by Accident or Disease ("**the loss**") directly or indirectly caused by, resulting from or in connection with any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- a) the policy limit of indemnity shall be such amount which the Company actually receives from the Government of the Hong Kong Special Administrative Region of the People's Republic of China ("**the Government**") pursuant to an agreement for provision of facility dated 11th January 2002 between the Government and the Company under which the Government agreed to make available to the Company and other direct insurance companies authorized to underwrite Employees' Compensation insurance business in Hong Kong a facility to enable them to meet claims under Employees' Compensation insurance policies in respect of death and injury arising out of an act of terrorism ("**the Facility Agreement**");
- b) the Company will only be required to make payment after it has received from the Government (I) an approval letter confirming that the Company should settle the claim and (II) payment under the Facility Agreement; and
- c) for the avoidance of doubt, the Company shall have no obligation to make payment if for whatever reason it does not receive payment from the Government under the Facility Agreement, whether or not due to the Government's contention that the loss does not fall within the scope of the Facility Agreement or the Company's breach of the Facility Agreement.

For the purpose of this clause, “**act of terrorism**” shall mean the use of force or violence or other means or the threat thereof, of any person or persons, whether acting alone or on behalf of or in connection with any organization or Government committed for political, religious, or ideological purposes with an intention to influence any Government and/or put the public, or any section of the public, in fear.

If the Company alleges that the loss falls within the scope of this clause, the burden of proving the contrary shall be upon the Insured.

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

#### 4. Claims Settlement Conditions

a) **Claims Notification Demands etc.** In the event of any occurrence which may give rise to a claim under this Policy, the Insured shall immediately give notice thereof in writing to the Company with full particulars.

The Insured shall also give the Company notice in writing immediately if the Insured becomes aware of any intention to prosecute the Insured, any impending prosecution inquest or fatal inquiry in connection with any occurrence which may give rise to a claim under this Policy. Every letter, claim, writ, summons and process shall be forwarded to the Company immediately on receipt.

b) **Claims Control by the Company.** The Company shall be entitled upon notice to the Insured to take over and conduct in the Insured’s name the defence or settlement of any claim demand or proceedings against the Insured. In that event:

(i) the Insured shall provide all such information and assistance including the latest wage roll earnings of all Employees duly certified as being correct by an independent auditor and forward all such documents and other records to the Company for the conduct of such claim demand or proceedings as the Company in its discretion may from time to time require; and

(ii) the Insured shall not without the written consent of the Company incur any expenditure in connection with any such claim, demand or proceedings or make any payment admission offer or enter into any settlement whatsoever.

c) **Claims Payments by the Insured.** Where the Insured pays all or any part of a claim for which he is liable and for which indemnity is provided by this Policy, the Insured shall obtain duly witnessed signed receipts for such payments and shall retain in a safe place all such signed receipts and records and documents relating to such payments. The Insured shall at all reasonable times allow the Company to inspect and obtain copies of such records and documents.

**EXCLUSIONS** (applicable to the entirety of Section 6 only)

##### **Self-Employed Person and Sole-Proprietor Exclusion**

The Company shall not be liable under this Policy in respect of the Insured's liability to any person including

self-employed person and/or sole-proprietor who is not an employee of the Insured within the meaning of the Ordinance.

##### **Construction Site Exclusion**

This Policy does not indemnify the Insured in respect of any claim arising in connection with any work or duties in construction sites.

The Company shall not be liable under this Policy in respect of:

1. the Insured’s liability to employees of contractors to the Insured;
2. any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
3. any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party;
4. any liability arising from Pneumoconiosis or Mesothelioma or Noise-Induced Deafness;
5. the Insured’s liability to any person who is not an Employee within the meaning of the Ordinance;
6. any late payment surcharge fines penalties or punitive aggravated or exemplary damages for which the Insured may become liable under the Ordinance or independently of the Ordinance; or
7. any injury by Accident or Disease where the Company has not been given sufficient notice of the institution of proceedings in a court or tribunal to enable the Company to be added as a party to the proceedings.

#### **SECTION 7 – Personal Accident Benefit (Applicable only if selected as per Policy Schedule)**

**DEFINITIONS** (applicable to the entirety of Section 7 only)

1. “**Injury**” shall mean bodily injury caused by violent, external and visible means arising from a sudden and unforeseen accident which solely and independently of any other cause (i) results in death within 12 calendar months of the date of the accident or (ii) necessitates medical and/or surgical treatment.
2. “**Insured Person**” shall mean for the purpose of this section only any Employee of the Insured.
3. “**Loss of Limb**” shall mean permanent and irrecoverable loss by physical severance at or above the wrist or ankle joint.
4. “**Loss of Sight**” shall mean complete, permanent and irrecoverable loss of sight.
5. “**Permanent and Total Disablement**” shall mean as result of an Injury that prevents the Insured Person from attending to his normal occupation for a minimum of 52 consecutive weeks, and certified at the end of that time by a physician or surgeon acceptable to the Company, to be a condition that will permanently and totally prevent the Insured Person from engaging in any gainful occupation and that is beyond any hope of improvement.

6. **“Temporary Total Disablement”** shall mean as a result of an Injury that entirely prevents the Insured Person from attending to his occupation and that Insured Person is under the regular care and attendance of a qualified physician or surgeon occurs within 12 calendar months of the accident.

**COVER**

This section only applies if the Insured is covered under Section 6 Employees’ Compensation of this Policy. The Company will pay the sum or sums up to the limit specified in the “Table of Benefits” in respect of:

- (i) Accidental Death and Permanent Disablement and/or
  - (ii) Temporary Total Disablement
- in the event that the Insured Person sustains Injury solely and directly arising from by fire, robbery, or attempted theft in the Insured Premises during Period of Insurance.

**TABLE OF BENEFITS**

Accidental Death and Permanent Disablement		Benefits Payable (Percentage of Sum Insured)
a)	Death	100%
b)	Permanent and Total Disablement	100%
c)	Loss of both Limbs	100%
d)	Loss of Sight of both eyes	100%
e)	Loss of one Limb and Sight of one eye	100%
f)	Loss of one Limb or Sight of one eye	50%

**CONDITIONS** (applicable to the entirety of Section 7 only)

1. Compensation paid for Injury to any Insured Person shall not exceed the limit as specified in the Policy Schedule in the aggregate per person in respect of each Period of Insurance.
2. In the event of Injury, the Insured Person must obtain and follow the advice of a qualified and registered medical practitioner.
3. The Company reserves the right to require the Insured Person to be examined by a qualified and registered medical practitioner designated by the Company at any time and the Insured shall procure the Insured Person to comply with such request.

**GENERAL CLAUSES** (applicable to all sections except otherwise specified)

**1. LMA5401 Property Cyber and Data Clause (applicable to the entirety of Sections 1-3 only)**

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, this Policy excludes any:
  - 1.1 Cyber Loss;
  - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data; regardless of

any other cause or event contributing concurrently or in any other sequence thereto.

2. In the event any portion of this clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This clause supersedes and, if in conflict with any other wording in the Policy or any clause thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions applicable to this clause only:

**“Cyber Loss”** mean any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

**“Cyber Act”** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

**“Cyber Incident”** means (i) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or (ii) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

**“Computer System”** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

**“Data”** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

**2. LMA5393 Communicable Disease Clause (applicable to the entirety of Sections 1-3 & 5 only)**

1. This Policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the Period of Insurance. Consequently and notwithstanding any other provision of this Policy to the contrary, this Policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this clause, loss, damage, claim, cost, expense or other sum, includes, but is not

limited to, any cost to clean-up, detoxify, remove, monitor or test:

2.1 for a Communicable Disease, or

2.2 any property insured hereunder that is affected by such Communicable Disease.

3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

4. This clause applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s). All other terms, conditions and exclusions of the Policy remain the same.

### **3. IT Clarification Clause**

Property damage covered under this Policy shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Policy:

- a) loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any Business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered; and
- 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.

### **4. Mold Exclusion Clause**

This Policy does not insure loss or damage by mold, moss, mildew, fungi, spores, bacterial infestation or any similar organism and wet or dry rot, whether directly or indirectly the result of a covered peril. This includes, but is not limited to, the cost for investigation, testing, remediation services, extra

expense or Business interruption. Such loss is excluded regardless of any other cause or event that continues concurrently or in any sequence to the loss. If loss otherwise covered by this Policy occurs and the cost of removal of debris is increased due to the presence of mold, moss, fungi, bacterial infestation, wet or dry rot and extremes of humidity, this Policy will only be liable for the costs of debris removal which would have been incurred had no such factors been present in, on or about the covered property to removed.

### **5. Rights of Third Parties Clause**

Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any terms of this Policy.

### **6. Seepage, Pollution and Contamination Clause**

This Policy does not cover any liability for:

- a) personal injury or bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph a) shall not apply to liability for personal injury or bodily injury or loss of or physical damage to or destruction of tangible property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden identifiable unintended and unexpected happening during the Period of Insurance;
- b) the cost of removing, nullifying or cleaning-up seepage, pollution or contaminating substances unless seepage, pollution or contamination is caused by as sudden, unintended and unexpected happening during the Period of Insurance; and
- c) fines, penalties punitive or exemplary damages thereof.

This clause shall not extend this Policy to cover any liability which would not have been covered under this Policy had this clause not been attached.

### **7. Total Asbestos Exclusion Clause**

This Policy shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

### **8. Sanctions Limitation and Exclusion Clause**

Notwithstanding anything contained herein to the contrary, the Company shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit (i) would expose the Company to any sanction, prohibition or restriction, or (ii) would cause the Company to the exposure to the risk of being sanctioned, prohibited or restricted, under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or any jurisdiction applicable to the Company.

## 9. Terrorism Exclusion Clause for Contamination and Explosives

Regardless of any contributory causes, this Policy does not cover any loss, damage, cost or expense directly or indirectly arising out of

- a) Biological or chemical contamination; or
- b) Missiles, bombs, grenades, explosives due to any act of terrorism.

For the purpose of this clause, “**act of terrorism**” shall mean 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.

For the purpose of this clause, “**contamination**” shall mean 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 the 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.

This exclusion clause shall not apply to Section 6 Employees’ Compensation of this Policy.

## 10. War And Terrorism Exclusion

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, it is agreed that this Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (2) any act of terrorism.

For the purpose of this clause, “**act of terrorism**” shall mean 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 clause 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 clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

The above mentioned exclusion “(2) any act of terrorism” shall not apply to Section 6 Employees’ Compensation of this Policy.

## 11. Nuclear Energy Risks Exclusion Clause

This Policy shall exclude Nuclear Energy Risks.

Nuclear Energy Risks shall mean:

- I) all Property on the site of a nuclear power station. Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station;
- II) all Property on any site (including but not limited to the sites referred to in (I) above) used or having been used for:
  - (a) the generation of nuclear energy; or
  - (b) the Production, Use or Storage of Nuclear Material;
- III) any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association; or
- IV) the supply of goods and services to any of the sites described in (I) to (III) above, unless such insurances shall exclude the perils of irradiation and contamination by Nuclear Material.

Except as undernoted, Nuclear Energy Risks shall not include:

- (i) any insurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in (I) to (III) above (including contractors’ plant and equipment); or
- (ii) any Machinery Breakdown or other Engineering insurance not coming within the scope of (i) above;

provided always that this Policy shall exclude the perils of irradiation and contamination by Nuclear Material.

However, the above exemptions shall not extend to:

- (1) the provision of any insurance whatsoever in respect of:
  - (a) Nuclear Material; or
  - (b) any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or for reactor installations as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and/or Association; or
- (2) the provision of any insurance for the undernoted perils:
  - fire, lightning, explosion;
  - earthquake;
  - aircraft and other aerial devices or articles dropped therefrom;
  - irradiation and radioactive contamination;
  - any other peril insured by the relevant local Nuclear Insurance Pool and/or Association;in respect of any other Property not specified in (1) above which directly involves the Production, Use or Storage of Nuclear Material as from the

introduction of Nuclear Material into such Property.

Definitions applicable to this clause only:

**"Nuclear Material"** shall mean:

- (i) nuclear fuel other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material; and
- (ii) Radioactive Products or Waste.

**"Radioactive Products or Waste"** shall mean any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

**"Nuclear Installation"** shall mean:

- (i) any Nuclear Reactor;
- (ii) any factory using nuclear fuel for the production of Nuclear Material or any factory for the processing of Nuclear Material including any factory for the reprocessing of irradiated nuclear fuel; or
- (iii) any facility where Nuclear Material is stored other than storage incidental to the carriage of such material.

**"Nuclear Reactor"** shall mean any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

**"Production, Use or Storage of Nuclear Material"** shall mean the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

**"Property"** shall mean all land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not.

**"High Radioactivity Zone or Area"** shall mean:

- (i) for nuclear power stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel stores; or
- (ii) for non-reactor Nuclear Installations, any area where the level of radioactivity requires the provision of a biological shield.

**GENERAL CONDITIONS** (applicable to all sections except otherwise specified)

### 1. Interpretation

- a) Throughout this Policy, where the context so admits, words embodying the masculine gender shall include the feminine gender, and words indicating the singular case shall include the plural and vice-versa.
- b) Headings are for convenience only and shall not affect the interpretation of this Policy.

- c) A time of day is a reference to the time in Hong Kong.
- d) Should any conflict arise in respect of the interpretation of any condition in this Policy and any other material otherwise produced by the Company, the conditions of this Policy shall prevail.
- e) Unless otherwise defined, capitalised terms used in this Policy and the Policy Schedule shall have the meaning ascribed to them under the definitions section of this Policy.

### 2. Precautions

The Insured shall exercise all reasonable precautions:

- a) for maintenance and safety of the property insured; and
- b) to prevent accidents and diseases and shall comply with all relevant statutory requirements and obligations including but not limited to the provisions of the Factories and Industrial Undertakings Ordinance (Chapter 59 of the laws of Hong Kong) and any regulations rules or notices issued made or promulgated thereunder.

### 3. Misrepresentation

This Policy shall be voidable by the Company in the event of misrepresentation, misdescription or non-disclosure in any material particular by the Insured.

### 4. Fraud

If the Insured or anyone acting on its behalf makes any claim under this Policy knowing it to be fraudulent, all benefits under this Policy shall be forfeited.

### 5. Cancellation

- a) This Policy may be cancelled at any time at the request of the Insured by sending 7 day's written notice. Subject to the minimum premium as specified in the Policy Schedule,
  - i) the Premium except that for Section 6 shall be adjusted on the basis of the Company receiving or retaining the customary short-term premium, provided that no claim has been incurred during the Period of Insurance; and
  - ii) the Premium for Section 6 shall be adjusted in accordance with the provisions of condition 2 under Insurance Premium of Section 6 of this Policy.
- b) The Policy may also be cancelled by the Company by giving 14 days' notice in writing to the Insured at its last known address. In such event,
  - i) the premium except that for Section 6 shall be adjusted on the basis of the Company receiving or retaining pro rata premium; and
  - ii) the premium for Section 6 shall be adjusted in accordance with the provisions of condition 2 under Insurance Premium of Section 6 of this Policy.

### 6. Possession Rights

The Company or its appointed representatives shall be entitled:

- a) if there is any loss or damage for which indemnity is provided under Sections 1, 2 and/or 3, to enter any building where the loss or damage has happened and to take and keep possession of the property insured and to deal with the salvage in a reasonable manner. This Policy or any copy



thereof certified by the Company shall be proof of leave and license for such purpose but no property may be abandoned or disposed to the Company without the Company's consent;

- b) to undertake in the name and on behalf of the Insured the absolute conduct, control and settlement of any proceedings instituted by a third party against the Insured or the Insured's personal representative (if the Insured is a natural person) in respect of any liability covered by this Policy;
- c) to take proceedings at its own expense and for its own benefit, but in the name of the Insured, to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy; and
- d) to pay at anytime to the Insured the Limit of Indemnity under Section 4 or any lesser amount for which any claim or claims can be settled and upon such payment the Company shall relinquish conduct and control of and be under no further liability under that Section 4 in connection with such claim or claims except for costs and expenses recoverable from the Insured or incurred with the written consent of the Company in respect of the conduct of such claim or claims before the date of such payment.

#### **7. Legal Warranty**

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 (Chapter 295 of the laws of Hong Kong); and/or
- iv. Factories and Industrial Undertaking Ordinance (Chapter 59 of the laws of Hong Kong); and/or
- v. any other statutory obligations

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

#### **8. Option to Reinstate**

The Company at its option may indemnify the Insured by reinstating, replacing or repairing any property lost or damaged or any part thereof. If the Company elects to reinstate or replace any property it shall not be bound to reinstate or replace exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the sum insured thereon.

#### **9. Other Insurance**

If in the event of a claim arising under this Policy there shall be in force any other insurance covering the same property and/or contingency and/or liability, then

- a) the liability of the Company shall be limited to its rateable proportion of such claim and costs and expenses in connection therewith;
- b) but which is subject to any provision excluding it from ranking concurrently with this Policy either in whole or in part or from contribution rateably

to the claim then the liability of the Company shall be limited to such proportion of the claim as the sum insured bears to the value of the property.

#### **10. Arbitration**

Any disputes or differences arising out of or in connection with this Policy shall be referred to and determined by arbitration administered by the Hong Kong International Arbitration Centre in accordance with the Arbitration Ordinance (Chapter 609 of the laws of Hong Kong). If the parties fail to agree on the choice of an arbitrator, the Chairperson of Hong Kong International Arbitration Centre shall appoint one.

#### **11. Subrogation**

The Company shall be entitled at its sole discretion to prosecute in the name of the Insured any claim for damages costs indemnity contribution or otherwise against any person who may be liable to the Insured in respect of any liability on the part of the Insured for which indemnity is provided by this Policy and shall have full discretion in the conduct of any such proceedings and in the settlement of any such claim. The Insured shall give all such information and assistance as the Company may from time to time require and execute any necessary documents for the purpose of vesting such rights in the Company. Any moneys recovered pursuant to the exercise of such rights shall be applied firstly for the benefit of the Company to the extent of the amount paid by the Company in respect of any claim including any costs and expenses paid or incurred by the Company and costs and expenses incurred in prosecuting such recovery action.

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 other parties, to which the Company shall be or would become entitled or subrogated upon its paying or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after its indemnification by the Company.

#### **12. Alterations and Change in Risk**

The Insured shall immediately notify the Company in writing of any material change in the risk insured hereunder made by the Insured or any other person during the Period of Insurance including but not limited to:

- a) any merger with or acquisition of another company or business;
- b) the Insured or any subsidiary or holding company of the Insured being placed in voluntary liquidation receivership or liquidation or entering into a composition with its creditors or being unable to pay its debts from its own resources;
- c) any material change in the nature of the Business; or
- d) any material change in the number and/or occupation of the Insured's Employees (applicable to Section 6 only).

This Policy shall cease to be in force if there is any alteration in the Business or at the Insured Premises which increases the risk of injury, loss or damage unless the Company has agreed in writing to accept such alteration.

### 13. Notice

Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company and in the case of notice or communication to the Insured to its address specified in the Policy Schedule.

### 14. Assignment

No assignment of interest under this Policy shall bind the Company unless the written consent of the Company is first obtained and endorsed hereon.

### 15. Right of Inspection

The Company shall have the right and opportunity at all reasonable times to inspect the works machinery plant and appliances used in the Business.

### 16. Governing Law

This Policy is issued in Hong Kong and shall be governed and construed in accordance with the laws of Hong Kong and subject to the exclusive jurisdiction of the Hong Kong courts.

### GENERAL EXCLUSIONS (applicable to all sections except otherwise specified)

The Company shall not be liable in respect of:

1. any contingency caused by or happening through or in consequence of:
  - a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
  - b) mutiny, riot, military or popular rising, insurrection, revolution, rebellion, military or usurped power, martial law or state of siege or any of the events of causes which determine the proclamation or maintenance of martial law or state of siege; or
  - c) acts of terrorism committed by a person or persons acting on behalf of or in connection with any organisation. For the purpose of this clause, "**act of terrorism**" shall mean the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear;
2. loss of or damage to any property or any resultant loss or expenses or any consequential loss or legal liability whatsoever nature directly or indirectly caused by or contributed to or arising from:
  - a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this clause combustion shall include any self-sustaining process of nuclear fission;
  - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
  - c) pressure waves by aircraft and other aerial devices;

- d) resulting from pollution or contamination; or
- e) nuclear weapons material;

3. any accident, loss, damage, expense, liability or bodily injury occasioned by or through or in consequence directly or indirectly of confiscation, commandeering, nationalisation or requisition by any lawfully constituted authority;
4. consequential loss or damage of any kind except as provided in Section 2 of this Policy;
5. any judgements against the Insured which are not in the first instance delivered by or obtained from a court of competent jurisdiction in Hong Kong;
6. any wilful, malicious, unlawful or deliberate act of the Insured or any person act on its behalf; or
7. the amount of the Excess as specified in the Policy Schedule.

### 17. Claims Provision

1. If an event occurs which may give rise to a claim under this Policy, the Insured or its representative:
  - a) shall within 14 days give notice in writing to the Company and at its own expense supply the Company with full particulars in writing of the loss or damage;
  - b) shall take all reasonable steps to minimise the loss, or damage or interruption of Business and recover any missing property;
  - c) if there has been theft or any attempted theft, shall report to the Police immediately;
  - d) shall send to the Company any writ, summons or other legal proceedings issued or commenced against and received by the Insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings;
  - e) shall not incur any expense in making good any loss or damage without the written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without such consent;
  - f) shall at its own expense give the Company all such records, books of account or documents or other such information as the Company may reasonably require for investigating or verifying a claim; and
  - g) shall not make any settlement, admission of liability, payment or promise of payment to a third party without the consent of the Company.
2. For claims in relation to below, the Insured must provide:

#### Section 1- Property All Risks Protection

- a) Incident report from the building management or authority showing the date, circumstances of incident and its cause of loss or damage, if appropriate;
- b) Certified copy of police report, loss memo or policy statement when loss or damage occurred; if appropriate;
- c) Coloured photos showing the visible marks of forcible entry to the premises, if appropriate;

- d) Photos showing the extent of damage to any property to be claimed;
- e) Previous decoration invoice/ purchase invoice/ official receipt of any property to be claimed, if appropriate;
- f) Original repair or replacement quotation/invoice/receipt, or any written documentation showing precisely the date of purchase, price, model and type of items lost or damaged, if appropriate;
- g) Supporting documents to prove the cause and damage to the equipment or machinery or other property to be claimed;
- h) Original purchase receipt showing the serial number and model number, the date of purchase and the price paid if the damaged item was irreparable;
- i) Copy of the product specification, if any;
- j) The ownership of the property to be claimed;
- k) Tenancy agreement/invoice/receipt of the temporary removal after the Company's consent for repair work;
- l) The inventory of the goods / sales records of the past 12/24 months;
- m) The stocks records with related purchase invoice / payment receipts;
- n) 12/24 months of purchase order / sales records / contracts to be fulfilled for the Insured's customers; and
- o) Other supporting documents.

#### **Section 2 - Business Interruption Protection**

- a) Proof of cause of Business interruption;
- b) Proof of Business interruption; and
- c) Documentary proof showing the additional expense solely to avoid or diminish the interruption of or interference to the insured Business.

#### **Section 3 – Money Protection**

- a) Incident report from the building management or authority showing the date, circumstances of incident and its cause of loss or damage, if appropriate;
- b) Original police loss memo / copy of police statement, if appropriate;
- c) Statement of Claim on the amount lost
- d) Coloured photos showing the visible marks of forcible entry to the premises, safe and/or vault, if any;
- e) Coloured photos showing the extent of damage to any property to be claimed; and
- f) Copy of records and account of all Money Transactions in such manner that the Company can accurately determine therefrom the amount of loss.

#### **Section 4 - Public Liability**

- a) Notify the Company of the possible claim in writing pertaining to the nature of loss and circumstances of the incident;
- b) Police report and/or copy of statement to police, or report to the relevant authority / property management company, if any;
- c) Advise the Company immediately when the Insured has knowledge of any impending prosecution, inquest or inquiry, if appropriate;

- d) Letter, claim, writ, summons, court documents, court orders or decree, correspondence exchanged between legal representatives, letters of demand;
- e) Medical report containing particulars of the claim, if any;
- f) Photo(s) relevant to the claim, if appropriate;
- g) Written confirmation to confirm that no admission of liability has been made, no promise of payment and no settlement has been made or agreed to.

#### **Section 5 – Fidelity Guarantee**

- a) Report any act of fraud or dishonesty to police within 24 hours upon discovery;
- b) Certified copy of police report, loss memo or policy statement when loss or damage occurred; if appropriate;
- c) Relevant documentary proof on the persecution and conviction from the police;
- d) Original purchase receipt / valuation for the lost property, if any

#### **Section 6 - Employees' Compensation**

- a) Copy of Form 2/ Form 2B/ Form 2A the company submitted to the Labour Department;
- b) Original sick leave certificate(s), if any;
- c) Original medical expenses receipt(s)/medical report(s), if any;
- d) Original Certificate of Assessment (Form 7/9), if any;
- e) Original Certificate of Compensation Assessment (Form 5/6), if any;
- f) Employment contract between the employee and the employer;
- g) Average monthly earnings of the employee for the past 12 months preceding the date of accident;
- h) Copy of payrolls record of the injured Employees;
- i) Copy of income tax return of the employee, if any.

#### **Section 7 - Personal Accident Benefit**

- a) Original police report and/or copy of statement to police, if appropriate;
- b) Hospital and/or physician's report giving details on the nature and the extent of the injury and the period of disablement;
- c) If death as a result of an accident, a copy of the death certificate and coroner's report are required, if any;
- d) Original hospital invoice and/or medical expenses receipt;
- e) Full physician's report stating the diagnosis of the condition treated, the date, time, duration and place of such hospitalization;
- f) Summary of the course of treatment including prescribed medicines and services rendered.