



**Blue Cross 藍十字**  
An **AIA** Company 友邦保險成員公司

# DecorationSafe Insurance

## 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。

1. **NOW THIS POLICY WITNESSETH** that in consideration of the Insured having paid or agreed to pay to **Blue Cross (Asia-Pacific) Insurance Limited** (hereinafter called "**the Company**") the premium stated in the said Policy Schedule.

1.1 **THE COMPANY HEREBY AGREES** subject to the terms, exceptions and conditions contained herein or attached hereto or endorsed hereon that if during the Period of Insurance stated in the said Policy Schedule or during any further period in respect of which the Insured shall have paid and the Company shall have accepted premium the Insured shall sustain loss or damage or shall incur liability in the circumstances provided for by this Policy and defined herein the Company shall indemnify the Insured in the manner hereinafter described.

## 2. GENERAL EXCEPTIONS

2.1 The Company shall not indemnify the Insured in respect of loss damage or liability directly or indirectly caused by or arising out of:

2.1.1 war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, military or usurped power or persons acting on behalf of or in connection with any political organisation with activities directed towards the overthrow or influencing of a government, de jure or de facto, by force, confiscation, nationalisation, commandeering, requisition or destruction or damage by order of any government, de jure or de facto, or by any public authority;

2.1.2 strike, riot, lock out, civil commotion or persons taking part in labour disturbances;

2.1.3 acts of terrorism committed by a person or persons acting on behalf of or in connection with any organisation. For the purpose of this exclusion "terrorism" means the use of violence for political ends and includes the use of violence for the purpose of putting the public or any section of the public in fear;

2.1.4 nuclear weapons, material, ionising radiations 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 exception combustion shall include any self-sustaining process of nuclear fission.

2.2 In any action, suit or other proceeding where the Company alleges that by reason of the provisions of exceptions 2.1.1, 2.1.2 and 2.1.3 above any loss, damage or liability is not covered by this Policy the burden of proving that such loss, damage or liability is covered shall be upon the Insured.

### 2.3(A) Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:-

(i) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretations or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programme or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

(ii) However, in the event that a peril listed below results from any of the matters described in paragraph (i) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during this Policy period to property insured by this Policy directly caused by such listed peril.

Listed  
Perils: Fire  
Explosion

### 2.3(B) Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, it is understood and agreed as follows:-

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost to replace, repair or restore such media to the condition that existed immediately prior to such loss or damage, including the cost of reproducing any ELECTRONIC DATA contained thereon, providing such media is repaired, replaced or restored. Such cost of reproduction shall include all reasonable and necessary amounts, not to exceed HKD 1,000,000 on any one occurrence, incurred by the Insured in recreating, gathering and assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Insured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

### 2.4 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 endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1) and/or 2) above.

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

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

## 3. SECTION I - MATERIAL DAMAGE

3.1 The Company shall indemnify the Insured in respect of loss of or damage to the Insured Property described in the Policy Schedule whilst at the Site during the Period of Insurance arising from any cause whatsoever not hereinafter excluded.

3.2 The Company shall not indemnify the Insured in respect of that part of the Works :

3.2.1 which has been taken into use or occupation by the Employer from the time of such taking into use or occupation or

3.2.2 for which a certificate of completion has been issued from the expiry of 28 days from the date of completion certified therein;

3.2.3 whichever of 3.2.1 or 3.2.2 is the earlier unless such loss or damage be occasioned during the Maintenance Period stated in the Policy Schedule and

- was caused by an occurrence during the Construction Period stated in the Policy Schedule; or
- was caused by an insured contractor in the course of complying with his obligations under the maintenance and defects liability clauses of the Contract.

3.3 Provided that the total liability of the Company under this Section shall not exceed the Sum Insured shown in the

Policy Schedule for each item of the Insured Property.

## **EXCEPTIONS TO SECTION I**

3.4 The Company shall not indemnify the Insured in respect of :

- 3.4.1 loss or damage due to any fault, defect, error or omission in or failure of any design plan or specification;
- 3.4.2 loss or damage due to defect in material or workmanship but this exception shall be limited to that part of the Insured Property directly affected and shall not exclude loss or damage to other parts of the Insured Property resulting from an accident due to such defect;
- 3.4.3 loss of or damage to any item of machinery forming part of the Works or Constructional Plant due to its own explosion, mechanical or electrical breakdown or derangement but this exclusion shall not be deemed to exclude damage to other parts of the Works or Constructional Plant arising as a consequence of such explosion, breakdown or derangement;
- 3.4.4 loss of Insured Property due to it being stolen or otherwise missing from the Site unless such loss is identifiable by the Insured with a specific occurrence;
- 3.4.5 loss of or damage to cash, bank notes, treasury notes, cheques, postal orders, money orders, stamps, deeds, bonds, bills of exchange, promissory notes and securities;
- 3.4.6 loss of use, liquidated damages, penalties, performance guarantees or other consequential losses;
- 3.4.7 loss or damage due to wear and tear, rust, mildew or other deterioration due to gradually operating causes;
- 3.4.8 the expenses for overhauling, maintenance or modification;
- 3.4.9 loss of or damage to any locomotive, waterborne vessel, aircraft or vehicle other than any land vehicle which is used solely on the Site and which is not used on any public road or public highway to which any road traffic legislation applies;
- 3.4.10 damage to tyres whilst attached to a vehicle or plant unless the vehicle or plant is damaged at the same time;
- 3.4.11 loss or damage due to cessation of work whether total or partial;
- 3.4.12 loss or damage that is not unforeseen or accidental in nature.

## **CONDITIONS TO SECTION I**

- 3.5 The Sum Insured shall in respect of Item 4 in the Policy Schedule represent the new replacement value inclusive of erection, freight and customs.
- 3.6 If in the event of loss or damage to the Insured Property under Item 4 in the Policy Schedule it is found that the Sums Insured are less than the amounts required to be insured the amount recoverable under this Policy shall be reduced in such proportion as the Sums Insured bear to the amounts required to be insured.
- 3.7 In the event of loss or damage to the Insured Property under Item 4 in the Policy Schedule indemnifiable under this Policy the basis of loss settlement shall be:
  - 3.7.1 in the case of damage which can be repaired, the costs of necessary repairs without deduction for depreciation, however indemnification shall be limited to costs not exceeding the actual value of the damaged property;
  - 3.7.2 in the case of a total loss, the actual value of the Insured Property immediately before the occurrence of the loss less salvage.
- 3.8 In the event of loss or damage to the Insured Property the insurance hereunder shall be maintained in force during the Period of Insurance for the Sum Insured the Insured undertaking to pay an additional premium at the agreed rate on the amount of any loss exceeding HK\$100,000, pro rata from the date of such loss or damage to the expiry of the Period of Insurance but this additional premium shall be disregarded for the purpose of any adjustment of premium under General Condition 5.6 of this Policy.

#### 4. SECTION II – PUBLIC LIABILITY TO THIRD PARTIES

- 4.1 The Company shall indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay for:
- 4.1.1 accidental death, bodily injury, illness or disease suffered by any person arising out of the performance of the Contract described in the Policy Schedule;
  - 4.1.2 accidental loss or damage to physical property arising out of the performance of the Contract described in the Policy Schedule.
- 4.2 The liability of the Company under this Section of the Policy for all compensation payable to any claimant or number of claimants in respect of or arising out of all occurrences of a series consequent on or attributable to one original cause shall not exceed the Limit of Indemnity specified in the Policy Schedule.
- 4.3 In respect of any claim covered by this Section of the Policy the Company shall in addition be liable for:
- 4.3.1 all costs and expenses of litigation recovered by any claimant against the Insured;
  - 4.3.2 all costs and expenses of litigation incurred by the Insured with the written consent of the Company in resisting any claim.
- 4.4 Where more than one party comprises "The Insured" each of the parties comprising the Insured shall for the purpose of this Policy be considered as a separate and distinct party and the words "The Insured" shall be considered as applying to each party in the same manner as if a separate Policy had been issued to each of the parties and the Company hereby agrees to waive all rights of subrogation against each of the aforesaid parties arising out of any occurrence in respect of which any claim is made hereunder provided nevertheless that:
- a) notwithstanding the foregoing, this Policy shall not respond in respect of claims arising out of death of or bodily injury (including illness) to any person who is, or could have been, insured under workmen's compensation insurance(s) and/or employer's liability insurance(s);
  - b) nothing in this Clause shall be deemed to increase the Limit of Indemnity in respect of anyone occurrence or series of occurrences as stated in the Policy Schedule.
- 4.5 Provided always that the aggregate liability of the Company shall not be increased beyond the Limit of Indemnity specified in the Policy Schedule.

#### EXCEPTIONS TO SECTION II

- 4.6 The Company shall not indemnify the Insured in respect of:
- 4.6.1 liability for death, bodily injury, illness or disease arising out of or in the course of undertaking any activity in connection with an insured Contract in respect of:
    - a) any person employed directly or independently by the Employer or any contractor and/or sub-contractor of any tier and
    - b) any person to whom any part of the insured Contract has been sub-contracted including but not limited to self-employed person(s) and/or sole proprietor.
  - 4.6.2 liability in respect of compensation claimed from the Insured by an injured person or dependent under any Employees Compensation Legislation;
  - 4.6.3 liability resulting from or attributable to or caused by the ownership or possession or use by or on behalf of the Insured of any locomotive, waterborne vessel, aircraft or vehicle other than any land vehicle which is used solely on the contract Site and which is not used on any public road or public highway to which any Road Traffic Legislation applies;
  - 4.6.4 liability compulsorily insurable under any legislation governing the use of motor vehicles;
  - 4.6.5 liability in respect of loss or damage to any building, property or structure caused by or resulting from vibration or by the removal or weakening of support;
  - 4.6.6 liability in respect of loss of or damage to property belonging to or in the care, custody or control of the Insured;

- 4.6.7 liability in respect of loss or damage to permanent or temporary works or materials forming part of the Contract or contracts insured under this Policy;
- 4.6.8 liability consequent upon any agreement by the Insured to pay any sum by way of indemnity or otherwise or predetermined penalties or liquidated damages imposed under any contract entered into by the Insured unless such liability would have attached also in the absence of such agreement contractual penalty or liquidated damages.
- 4.6.9 actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity;
- 4.6.10 liability in respect of claims arising out of:
  - a) the rendering of or failure to render professional advice or service or any error or omission connected therewith or
  - b) any error in advice design formula or specification or
  - c) a breach of the duty owed in a professional capacity by the Insured.

4.7 This Policy does not cover any liability for:

- (1) 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 (1) shall not apply to liability for personal injury or bodily injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the Period of Insurance.
- (2) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the Period of Insurance.
- (3) Fines, penalties, punitive or exemplary damages.

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.

4.8 This Policy does not cover any liability in respect of any claim arising from maintenance, overhauling, and inspection of machinery.

## 5. GENERAL CONDITIONS

- 5.1 This Policy shall be construed according to the laws of Hong Kong.
- 5.2 This Policy and the Policy Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Policy Schedule shall bear such meaning wherever it may appear.
- 5.3 All the terms, exceptions and conditions contained herein or endorsed hereon are incorporated in and form part of this contract of insurance and are deemed to be conditions precedent to any liability on the part of the Company so far as they relate to anything to be done by the Insured.
- 5.4 The expressions "Constructional Plant", "Certificate of Completion", "Contract", "Contractor", "Contract Sum", "Final Contract Sum", "Hong Kong", "Maintenance Period", "Site", "Specification" and "Works" shall bear the meaning ascribed to them in the Government of Hong Kong Special Administrative Region General Conditions of Contract for Civil Engineering Works/Building Works (1999 Edition) as amended by any Special Conditions of Contract.
- 5.5 If any change shall occur materially varying any of the facts upon which this Policy is based the Insured shall immediately give notice in writing to the Company and the premium shall be adjusted in accordance with any agreed rate.
- 5.6 The Insured shall within three months of the expiration of the Period of Insurance furnish to the Company a declaration of the Final Contract Sum and if such sum shall differ from the Contract Sum the premium shall be adjusted accordingly subject to any minimum retained premium previously agreed.

- 5.7 The Insured shall also take and cause to be taken all reasonable precautions to prevent loss damage or accident and shall comply with the "Construction Sites (Safety) Regulations" and any ordinance or regulation which might apply in respect of the insured Contract.
- 5.8 In the event of any occurrence which might give rise to a claim under this Policy the Insured shall :
- 5.8.1 notify the Company as soon as possible and in writing give an indication as to the nature and extent of the damage;
  - 5.8.2 at the expense of the Company take such immediate action as is necessary to minimise the loss provided that such expense shall not increase the Company's ultimate loss;
  - 5.8.3 keep parts affected and make them available for inspection by a representative or surveyor of the Company for a reasonable period of time but the Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not;
  - 5.8.4 submit a formal claim and furnish all such information and documentary evidence as the Company may require within six months of the occurrence or such further time as the Company may in writing agree, such agreement not to be unreasonably withheld;
  - 5.8.5 inform and assist the police authorities in case of loss or damage due to theft or burglary or malicious action;
  - 5.8.6 immediately send to the Company upon receipt any writ summons or other proceedings which may be commenced against the Insured;
  - 5.8.7 give to the Company all information and assistance to enable the Company to settle or resist any claim or institute proceedings.
- 5.9 In the event of a claim or claims arising for which the Company could be liable under this Policy the Company shall be entitled:
- 5.9.1 to undertake in the name and on behalf of the Insured the absolute conduct and control of any proceedings and the settlement of the same;
  - 5.9.2 to take proceedings at their own expense and for their own benefit but in the name of the Insured to recover compensation or secure an indemnity from any third party in respect of anything covered by this Policy;
  - 5.9.3 to pay to the Insured in respect of any claim or claims the maximum liability of the Company under Section II of this Policy as stated in the Policy Schedule or such lesser sum for which the said claim or claims can be settled (subject to deduction in either case of any sum or sums already paid on account for such claim or claims) and thereafter the Company shall be under no further liability in respect of said claim or claims except for payment of costs and expenses incurred prior to the date of such payment and for which the Company may be liable hereunder.
- 5.10 The Insured shall not negotiate, pay, settle, admit or repudiate any claim under this Policy without the written consent of the Company.
- 5.11 This Policy is not to be called upon in contribution and is only to pay any loss hereon if and so far as not recoverable under any other insurance.
- 5.12 All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured for any claim hereunder any such claim shall not within twelve months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- 5.13 Any unintentional or inadvertent error or omission, misrepresentation, misdescription or non-disclosure of any material facts in name or description or amount or reporting or notification in respect of this Policy by one of the Insured shall not operate to the prejudice of any of the other Insured's, providing the error or omission is corrected when discovered by the Insured.

~ END OF THIS POLICY ~



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## ENDORSEMENT

This endorsement shall be attached to and form part of this Policy and all other terms, conditions and exclusions of this Policy, except as supplemented or amended by this endorsement, will remain unchanged and continue in full force. To the extent that any provision of the Policy is inconsistent with any provision of this endorsement, the provisions of this endorsement shall prevail.

### **T11A Total Asbestos Exclusion**

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.

### **S16A Seepage, Pollution and Contamination Clauses**

This Policy does not cover any liability for:

- 1) 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 (1) 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, unintended and unexpected happening during the Period of Insurance.
- 2) the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the Period of Insurance.
- 3) fines, penalties punitive or exemplary damages.

### **I08A 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 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.
- 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.



## **T011 Terrorism Exclusion Clause for Contamination and Explosives**

It is agreed that, 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
- B) Missiles, bombs, grenades, explosives

due to any act of terrorism.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) of 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 A) "contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

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

## **M05A Mold Exclusion Clause**

This Policy does not insure loss of 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, the Company 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 be removed.

## **R91A Right 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 (Cap. 623 of the Laws of Hong Kong) to enforce any terms of this Policy.

## **Sanction Limitation and Exclusion Clause**

- 1) The Company may, on such notice in writing as the Company may decide, terminate this Policy at any time, whether with effect from inception of this Policy or otherwise, in circumstances where the Policyholder, the Insured (or Insured Person) or any person or entity connected with this Policy have exposed or may, in the Company's opinion, expose the Company to the risk of being or becoming subject to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or any jurisdiction applicable to the Company, or any other applicable economic or trade sanction laws or regulations. The Company shall not thereafter be required to transact any business with the Policyholder and/or the Insured (or Insured Person) and/or any person or entity connected with this Policy, including but not limited to making or receiving any payments under this Policy.
- 2) Without prejudice to paragraph (1) above, this Policy shall not be deemed to provide cover and the Company 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 would expose the Company to any, or any risk of, sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or any jurisdiction applicable to the Company, or any other applicable economic or trade sanction laws or regulations.

## **ECPLA1 Extension of Cover for Vibration or Removal or Weakening of Support**

It is agreed and understood that notwithstanding Exception 4.6.5 and otherwise subject to the terms, exclusions, provisions and conditions contained in this Policy or endorsed thereon and subject to the Insured having paid the agreed premium, Section II of this Policy shall be extended to indemnify the Insured for:

- 1) liability in respect of the collapse of any building, property or structure or any part thereof or any damage which impairs the structural stability of any building, property or structure or which endangers its users caused by or resulting from vibration or removal or weakening of support;
- 2) provided that prior to the occurrence of such collapse or damage the condition of such building, property or structure was sound and all reasonable safety precautions had been taken;
- 3) provided that upon discovery of damage which does not immediately result in the collapse of any building, property or structure or any part thereof or any damage which impairs the structural stability of any building, property or structure or which endangers its users which is caused by or alleged to be caused by or resulting from vibration or removal or weakening of support arising out of any operations in connection with the execution of the insured Contract, the Insured shall immediately suspend such operations or shall at their own expense take all reasonable safety precautions;
- 4) provided that the Company shall not indemnify the Insured in respect of damage caused by or resulting from vibration or removal or weakening of support to any building, property or structure under demolition or declared by the relevant public authority to be unsafe.

In respect of each and every occurrence of damage indemnifiable under this extension the Company shall not be liable for the first amount as specified in the Excess Clause of the Policy Schedule.

The liability of the Company in respect of damage caused by vibration or removal or weakening of support shall not exceed the amount as stated in the Policy Schedule any one loss and in aggregate during the Period of Insurance.

#### **ECPLA7 Extension of Cover for Employer's Property**

It is agreed and understood that notwithstanding Exception 4.6.6 and otherwise subject to the terms, exclusions, provisions and conditions contained in this Policy or endorsed thereon and subject to the Insured having paid the agreed premium, Section II of this Policy shall be extended to indemnify the Insured for:

1. liability in respect of loss of damage to any building, structure, or property belonging to the Employer in the care, custody or control of an insured Contractor in connection with the execution of the insured Contract.

In respect of each and every occurrence of loss or damage indemnifiable under this endorsement the Company shall not be liable for the first amount specified in the Excess Clause of the Policy Schedule.

The liability of the Company in respect of loss of or damage to the Employer's property held in care, custody or control shall not exceed the amount as stated in the Policy Schedule any one loss and in aggregate during the Period of Insurance.

#### **G001 Erection and Dismantling of Scaffolding Exclusion**

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 erection and dismantling of scaffolding works.

#### **G002 Demolishing of Illegal Structure Exclusion**

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

#### **B1\_A B1-Safety Precautions**

Further to General Condition 5.7, the Insured shall:

- 1) take into account the prevailing weather conditions in Hong Kong;
- 2) construct storage facilities for cement and other materials as water tight structures in areas not exposed to flooding and shall store cement at least 0.6 meters above ground level. The Company shall not indemnify the Insured in respect of loss or damage to cement due to rain, flood or other forms of ingress of water unless the cement storage structures also suffer damage by a cause indemnifiable under this Policy;

- 3) take all reasonable measures to secure the Site against unauthorised entry and shall take all reasonable measures to maintain all temporary works and scaffoldings in good conditions during the Period of Insurance;
- 4) take all reasonable precautions against fire hazards and provide and maintain fire fighting equipment;

#### **B05A Burning & Welding Clause**

Notwithstanding anything contained to the contrary of this Policy, the Company shall not be liable for any loss, damage or liability in respect of work involving the application of heat within or in the vicinity of the Insured's premises, unless the following precautions are in operation:

- 1) General:
  - a) the area in which the operation is to be carried out must be clear and free from combustible materials before operations commence.
  - b) before carrying out any work on one side of a wall or partition, an inspection must be made on the opposite side to the work to ensure that no combustible materials are in danger of ignition either directly or by condition of heat.
  - c) except for plumbing or painting contracts involving one man only, at least one responsible official must be present at commencement of the operation and two or more employees must be present during the whole period of the operation.
  - d) a thorough examination must be made in the vicinity after termination of each period of work.
  - e) portable fire extinguishing appliances must be kept available for immediate use.
- 2) Oxy-acetylene and Other Welding and Cutting Equipment:
  - a) the area in which the work is to be carried out must be shielded adequately by the use of fire-resistant material.
  - b) combustible floors in the area must be covered with sand or protected with overlapping sheets of non-combustible material.
- 3) Blow Lamps and Blow Torches:
  - a) blow lamps must be filled only in the open.
  - b) blow lamps must be lighted immediately before work commences and extinguished immediately after work ceases.
  - c) lighted blow lamps must not be left unattended.

#### **I14A Illegal or Unauthorised Structure Exclusion**

The Company shall not indemnify the Insured in respect of any bodily injury (including bodily injury causing death or disease) to the Insured or any family member(s), servant(s), employee(s), customer(s), guest(s), visitor(s), licensee(s), agent(s) or contractor(s) of the Insured or any other person or in respect of any loss or damage to property if such bodily injury or loss or damage to property arises out of or is caused by any accident in relation to or involving any illegal or unauthorised structure or alteration or erection which does not have the required approval or consent from the Building Authority and the Building Manager of the premises and the relevant government or other competent authority/authorities shall be deemed to be illegal or unauthorised.

#### **Z06B Total Professional Liability Exclusion**

The indemnity expressed in Section 2 of this Policy shall not apply to liability in respect of death or bodily injury including illness of any person or loss of or damage to property caused by or in connection with or arising from rendering or failure to render any professional services by or for the Insured, or error or omission in design specification or advice remedial or other treatment given administered or prepared by the Insured or by any person acting on behalf of the Insured holding a professional qualification of professional skill

associated with such qualification.

**CSEB 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. For the avoidance of doubt, Construction Site shall mean a site formation and/or foundation work site which is being under the process of construction works and/or superstructure work site where the building is not completed and the occupation permit has not been issued by the Building Department.

**G03A Gondola and/or Swing Boat Working Exclusion**

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, contributed to or in connection with any works or duties carried out on gondola and/or swing boat.

**E07F Escalation Clause**

The Sum Insured under Section I of this Policy being subject to adjustment, the Policy extends to provide indemnity for an increase in the said Sum Insured for an amount not exceeding 10% of the said Sum Insured, it being understood that the Insured will declare at six monthly intervals the revised estimated total contract price and pay the appropriate additional premium required from inception of the additional cover.

**L01A Loading and Unloading of Vehicle**

Notwithstanding anything herein contained to the contrary it is hereby understood and agreed that this Policy will subject to its terms, limitation and conditions extend to cover the Insured's legal liability to pay as compensation for bodily injury or property damage to third party arising out of or caused by or in connection with the loading and unloading of Insured's goods, including the process of delivery to and from the vehicles.

Provided that the above extension shall be operative only if the limit of liability of any other valid collectible insurance available to the Insured has been exhausted.

**G006 Warranted the Policy Excludes Any Works or Duties carried out at Lift Shaft**

It is warranted that the Policy excludes any works or duties carried out at lift shaft.

**R01A Removal of Debris Clause (Applicable to Section I – Material Damage Only)**

This Policy is extended to cover the costs and expenses necessarily incurred by the Insured with the consent of the Company in:

- A) Removing Debris;
- B) Dismantling and/or demolishing; and
- C) Shoring up or propping

of the portion or portions of the Insured Property of this Policy being destroyed or damaged by fire or by other perils hereby insured against but not exceeding 5% of the Sum Insured.

**PC01 Property Cyber and Data Endorsement (NMA5401) (Applicable to Section I – Material Damage 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 endorsement is found to be invalid or unenforceable, the remainder shall

remain in full force and effect.

- 3) This endorsement supersedes and, if in conflict with any other wording in this Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

#### Definitions

- 4) Cyber Loss means 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.
- 5) 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.
- 6) Cyber Incident means:
  - 6.1. 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
  - 6.2. 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.
- 7) 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.
- 8) 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.

#### **CD93 Communicable Disease (Applicable to Section I – Material Damage Only)**

Notwithstanding any provision to the contrary within this Policy, 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.

For the purposes of this exclusion, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

- a) for a Communicable Disease, or
- b) any property insured hereunder that is affected by such Communicable Disease.

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:

- a) 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
- b) 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
- c) 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.

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

**CD96 LMA5396 Communicable Disease Exclusion (Applicable to Section II – Public Liability to Third Parties Only)**

- 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 another 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 purpose of this endorsement, 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:
  - a) The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation, thereof, whether deem living or not, and
  - b) The method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - c) The disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

**G007 Scaffolding or Working Platform Related Work Warranty (Not applicable if involve scaffolding or working platform related work, as indicated in the Policy Schedule)**

It is warranted that no scaffolding or working platform related work will be carried out by the Insured (and/or its sub-contractors of any tier) during the Period of Insurance.