

# Fire Insurance

Policy Wording

CHUBB®



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# Fire Insurance

## Insuring Clause

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**IN CONSIDERATION** of the Insured named in the Schedule hereto paying to the **Chubb Insurance Hong Kong Limited** (hereinafter called "Company") the premium mentioned in the Schedule.

**THE COMPANY AGREES** (subject to the terms exceptions and conditions contained herein or endorsed or otherwise expressed hereon which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the rights of the Insured to recover hereunder) that if the Property Insured at the Situation described in the Schedule or any part thereof shall suffer any loss destruction or damage (hereinafter referred to as "Damage") caused by fire, or by lightning, or by explosion of boilers or gas used for domestic purposes only, or by any Extra Peril specified in the Schedule, at any time during the Period of Insurance or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of this Policy, the Company will pay to the Insured the value of the Property Insured at the time of the happening of its loss or destruction or the amount of such damage or at the Company's option reinstate or replace such Property or any part thereof,

**PROVIDED THAT** the liability of the Company shall in no case exceed:

- (a) in the whole the Total Sum Insured or in respect of any item its Sum Insured at the time of the Damage;  
or
- (b) if any other Damage shall have occurred during the same Period of Insurance, the Sum Insured remaining after payment for such Damage unless the Company shall have agreed to reinstate any such Sum Insured.

## Extra Perils

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This Policy is extended, but only as specified in the Schedule, to cover Damage caused by the Extra Perils described hereunder provided always that all the Conditions of this Policy (except insofar as they may be hereby expressly varied) shall apply as if they had been incorporated herein and for this purpose any Damage by the specified Extra Perils shall be deemed to be Damage by fire within the meaning of this Policy.

### **EP01A - Aircraft**

Damage directly caused by aircraft and other aerial devices or articles dropped therefrom, but excluding Damage caused by any aircraft for which permission to land has been extended by the Insured.

### **EP02A - Bush Fire**

Damage occasioned by or through or in consequence of the burning of forests, bush, prairie, pampas or jungle and the clearing of lands by fire but excluding such clearing by or on behalf of the Insured.

### **EP03A – Earthquake (Fire & Flood)**

Damage by fire or otherwise, directly caused by earthquake or volcanic eruption, but excluding:

- (a) in respect of Damage caused other than by fire:
  - (i) the Deductibles stated in the Schedule of each and every loss as ascertained after the application of any condition of average and occurring within each and every separate period of seventy-two (72) consecutive hours during the currency of this Policy;

- (ii) metal smokestacks, awnings, blinds, signs or other outdoor fixtures and fittings unless specifically insured;
- (b) Damage caused by:
  - (i) the escape of water from its normal confines whether natural or artificial;
  - (ii) inundation from the sea;
 whether resulting from earthquake or otherwise.

### **EP03B – Earthquake (Fire Shock & Flood)**

Damage by fire or otherwise, directly caused by earthquake or volcanic eruption including flood or overflow of the sea occasioned thereby, but excluding in respect of Damage caused other than by fire:

- (a) the Deductibles stated in the Schedule of each and every loss as ascertained after the application of any condition of average and occurring within each and every separate period of seventy-two (72) consecutive hours during the currency of this Policy;
- (b) metal smoke stacks, awnings, blinds, signs or other outdoor fixtures and fittings unless specifically insured.

### **EP04A - Explosion**

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

- (a) Damage to boilers, economisers, or other vessels, machinery or apparatus in which pressure is used, or Damage to their contents resulting from their explosion;
- (b) Damage occasioned by or through or in consequence, directly or indirectly, of any act of terrorism committed by any person acting on behalf of, or in connection with, any organization (for the purposes of this exclusion 'terrorism' means 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).

### **EP05A - Vehicle Impact (by third party vehicle)**

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

### **EP05B – Vehicle Impact (by any vehicle)**

Damage by fire or otherwise, caused by impact by any road vehicle, horses or cattle, but excluding the Deductibles stated in the Schedule of each and every loss as ascertained after the application of any condition of average.

### **EP06A - Riot & Strike**

Damage directly caused by:

- (a) the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not);
- (b) the wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out;

- (c) the action of any lawfully constituted authority in suppressing or attempting to suppress or in minimising the consequences of any act mentioned in (a) and (b) above;

but excluding:

- (i) Damage occasioned through or in consequence, directly or indirectly, of:
- (1) any act of terrorism committed by any person acting on behalf of, or in connection with, any organization (for the purposes of this exclusion 'terrorism' means 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) civil commotion assuming the proportions of or amounting to a popular rising;
  - (3) the malicious act of any person (whether or not such act is committed in the course of disturbance of the public peace) not being the wilful act of any rioter striker or locked-out worker in furtherance of a riot or strike or in resistance to a lock-out;
- (ii) Damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;
- (iii) Damage occasioned by:
- (1) permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
  - (2) permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building provided nevertheless that the Company is not relieved of any liability to the Insured in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession.

### **EPO6B - Riot Fire**

Damage by fire directly caused by:

- (a) the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not);
- (b) the action of any lawfully constituted authority in suppressing or attempting to suppress or in minimizing the consequences of any such act;

but excluding:

- (i) Damage occasioned through or in consequence, directly or indirectly, of
- (1) any act of terrorism committed by any person acting on behalf of, or in connection with, any organization (for the purpose of this exclusion "terrorism" means 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) civil commotion assuming the proportions of or amounting to a popular uprising;
- (ii) Damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.

### **EPO6C - Malicious Damage**

Damage directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace), but excluding:

- (a) Damage by explosion;
- (b) Damage arising out of or in the course of theft or any attempt thereof;

provided that cover under Extra Peril EPO6A (Riot & Strike) is in force and subject to the application of the exclusions under that Extra Peril extension wording other than (i)(3).

### **EPO6D - Deterioration of Goods (Cold Storage) Riot & Strike**

Damage to the goods insured caused by change of temperature resulting from damage directly caused by any peril insured against under Extra Peril EPO6A (Riot & Strike) to refrigerating plant, machinery or equipment located in the same premises as the said goods, provided always that cover under Extra Peril EPO6A (Riot & Strike) is in force and subject to the application of the exclusions under that Extra Peril extension wording.

### **EPO6E - Deterioration of Goods Riot & Strike**

Damage to the goods insured caused by deterioration resulting from damage directly caused by any peril insured against under Extra Peril EPO6A (Riot & Strike) to plant, machinery or equipment located in the same premises as the said goods, provided always that cover under Extra Peril EPO6A (Riot & Strike) is in force and subject to the application of the exclusions under that Extra Peril extension wording.

### **EPO6F - Deterioration of Goods (Cold Storage) Riot Fire**

Damage to the goods insured caused by change of temperature resulting from damage by fire directly caused by any peril insured against under Extra Peril EPO6B (Riot Fire) to refrigerating plant, machinery or equipment located in the same premises as the said goods, provided always that cover under Extra Peril EPO6B (Riot Fire) is in force and subject to the application of the exclusions under that Extra Peril extension wording.

### **EPO6G - Deterioration of Goods Riot Fire**

Damage to the goods insured caused by deterioration resulting from damage by fire directly caused by any peril insured against under Extra Peril EPO6B (Riot Fire) to plant, machinery or equipment located in the same premises as the said goods, provided always that cover under Extra Peril EPO6B (Riot Fire) is in force and subject to the application of the exclusions under that Extra Peril extension wording.

### **EPO7A - Spontaneous combustion**

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

### **EPO8A - Sprinkler Leakage**

Damage directly caused by water discharged or leaking from the Automatic Sprinkler Installation installed in that part of the Situation insured which is occupied by the Insured but excluding Damage to the said Installation, provided that:

- (a) such discharge or leakage of water shall be accidental and shall not be occasioned by or happen through
  - (i) heat caused by fire;
  - (ii) repairs or alterations to the buildings or premises;

- (iii) repair, removal or extension of the said Installation;
- (iv) the order of the Government or of any Authority;
- (v) explosion, the blowing up of buildings or blasting;
- (b) the Insured shall at all times take all reasonable steps to prevent damage to the said Installation and, so far as his responsibility extends, to maintain the said Installation, including the automatic external alarm signal, in efficient condition, in the event of any discharge or leakage from the said Installation the Insured shall do and permit to be done all things practicable, whether by removal or otherwise. to save and protect the Property Insured;
- (c) whenever it is intended to make any changes, repairs or alterations to the said Installation, the Insured shall give written notice thereof to the Company;
- (d) the Company shall have access to the Situation insured at all reasonable times for purposes of inspection and if the Company shall notify the Insured of defects in the construction or condition of the said Installation requiring alteration or repairs the Company may also at their option by notice in writing suspend the insurance by this extension until such alteration or repairs shall be duly completed.

#### **EP09A - Typhoon & Windstorm (excluding Flood)**

Damage by fire or otherwise, directly caused by typhoon or windstorm but excluding:

- (a) in respect of Damage caused other than by fire:
  - (i) the Deductibles stated in the Schedule of each and every loss as ascertained after the application of any condition of average and occurring within each and every separate period of 72 consecutive hours during the currency of this Policy;
  - (ii) metal smoke stacks, awnings, blinds, signs or other outdoor fixtures and fittings unless specifically insured;
  - (iii) premises in course of construction, alteration or repair except when all outside doors, windows and other openings are complete and protected against typhoon or windstorm unless specifically insured;
- (b) Damage caused by:
  - (i) subsidence or landslide;
  - (ii) hail, whether wind driven or not;
  - (iii) rain entering the building other than through openings made in its fabric by the direct force of the typhoon or windstorm;
- (c) Damage caused by:
  - (i) the escape of water from its normal confines whether natural or artificial;
  - (ii) inundation from the sea;

whether resulting from typhoon or windstorm or otherwise.

#### **EP09B - Typhoon & Windstorm (including Flood)**

Damage by fire or otherwise, directly caused by typhoon or windstorm but excluding:

- (a) in respect of Damage caused other than by fire:
  - (i) the Deductibles stated in the Schedule of each and every loss as ascertained after the application of any condition of average and occurring within each and every separate period of seventy-two (72) consecutive hours during the currency of this Policy;
  - (ii) metal smoke stacks, awnings, blinds, signs or other outdoor fixtures and fittings unless specifically insured;
  - (iii) premises in course of construction, alteration or repair except when all outside doors, windows and other openings are complete and protected against typhoon or windstorm unless specifically insured;
- (b) Damage caused by:
  - (i) subsidence or landslide;
  - (ii) hail, whether wind driven or not;
  - (iii) rain entering the building other than through openings made in its fabric by the direct force of the typhoon or windstorm;
- (c) Damage caused by:
  - (i) the escape of water from its normal confines whether natural or artificial;
  - (ii) inundation from the sea;unless directly resulting from typhoon or windstorm.

#### **EP09C - Typhoon & Windstorm & Flood**

Damage by fire or otherwise, directly caused by typhoon or windstorm or flood but excluding:

- (a) in respect of Damage caused other than by fire:
  - (i) the Deductibles stated in the Schedule of each and every loss as ascertained after the application of any condition of average and occurring within each and every separate period of 72 consecutive hours during the currency of this Policy;
  - (ii) metal smokestacks, awnings, blinds, signs or other outdoor fixtures and fittings unless specifically insured;
  - (iii) premises in course of construction, alteration or repair except when all outside doors, windows and other openings are complete and protected against typhoon or windstorm unless specifically insured;
- (b) Damage caused by
  - (i) subsidence or landslide;
  - (ii) hail, whether wind driven or not;
  - (iii) rain entering the building other than through openings made in its fabric by the direct force of the typhoon or windstorm;
- (c) Damage caused by accumulation of water resulting from circumstances where the Insured could, but has failed to, take reasonable steps to prevent such accumulation.



### **EP10A - Water Tanks, Apparatus & Pipes**

Damage directly caused by bursting or overflowing of water tanks, apparatus or pipes but excluding:

- (a) the Deductibles stated in the Schedule of each and every loss as ascertained after the application of any condition of average;
- (b) Damage to water tanks apparatus or pipes;
- (c) Damage caused by water discharged or leaking from any installation of automatic sprinklers.

### **EP11A - Landslip and Subsidence Endorsement**

Loss of or damage to the Property Insured directly caused by subsidence of the site or landslip, occurring within the Period of Insurance stated in the Schedule but excluding:

- (a) loss or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences:
  - (i) coastal erosion;
  - (ii) heave;
  - (iii) bedding down of structures or the settlement of made up ground within five (5) years of the completion of such works;
- (b) loss of or damage to paths drives fences gates boundary and retaining walls caused by subsidence and/or landslip;
- (c) unless otherwise specifically insured, the cost of removal of subsidence and/or landslip debris or the making good of the site following subsidence and/or landslip except in so far as is necessary to repair the property insured;
- (d) loss or damage directly occasioned by or through defective design or workmanship or the use of defective materials;
- (e) consequential loss or damage of any kind or description;
- (f) the Deductibles stated in the Schedule of each and every loss, whichever is the greater, as ascertained after the application of any condition of average and occurring within each and every separate period of seventy-two (72) consecutive hours during the currency of this Policy.

WARRANTED :-

- (i) The Insured shall maintain the insured property in sound repair and shall take all responsible steps to prevent damage from the perils covered hereby.
- (ii) The Insured shall notify the Company immediately:
  - (1) any excavation are commenced beneath, around or in the vicinity of the insured property. In each event the Company shall have the right to vary or cancel the cover provided under this Policy;
  - (2) of the operation of an insured peril affecting any part of the site (whether or not the insured property is involved) or its nearby surroundings.

### **EP12A – Rainstorm**

Damage by fire or otherwise directly caused by Rainstorm but excluding:

- (a) in respect of Damage caused other than by fire:
  - (i) the Deductibles stated in the Schedule of each and every loss as ascertained after the application of any condition of average and occurring within each and every separate period of seventy-two (72) consecutive hours during the currency of this Policy;
  - (ii) metal smokestacks awnings blinds signs or other outdoor fixtures and fittings unless specifically insured;
  - (iii) premises in course of construction alteration or repair except when all outside doors windows and other openings are complete and protected against Rainstorm unless specifically insured;
- (b) Damage caused by:
  - (i) subsidence or landslide;
  - (ii) hail whether wind driven or not;
  - (iii) rain entering the building other than through openings made in its fabric by the direct force of Rainstorm;
  - (iv) seepage of water;
- (c) Damage caused by:
  - (i) the escape of water from its normal confines whether natural or artificial;
  - (ii) inundation from the seas;unless directly resulting from Rainstorm;
- (d) Damage caused by accumulation of water resulting from circumstances where the Insured could but has failed to take reasonable steps to prevent such accumulation.

For the purpose of this Policy, "Rainstorm" shall refer to rain falling in the weather conditions during which the Hong Kong Observatory of the Government of the Hong Kong Special Administrative Region issues a rainstorm signal under its Rainstorm Warning System.

## Exclusions

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Unless otherwise expressly stated in the Policy, this insurance does not cover:

- (a) Damage occasioned by or through or in consequence of, directly or indirectly, any of the following:
  - (i) fire or explosion resulting from earthquake, volcanic eruption or other convulsion of nature;
  - (ii) the Property Insured's own spontaneous fermentation or heating;
  - (iii) the Property Insured undergoing any process involving the application of heat;
  - (iv) burning whether accidental or otherwise of forests, bush, prairie, pampas or jungle, and the clearing of lands by fire;
  - (v) the burning of property by order of any public authority;
  - (vi) riot, civil commotion, strikers or locked-out workers;

- (vii) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war;
- (viii) mutiny, military or popular uprising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege;
- (ix) any nuclear weapons material;
- (x) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, solely for the purpose of this exception combustion shall include any self-sustaining process of nuclear fission;
- (xi) pollution or contamination not resulting from an insured peril;
- (xii) theft during or after the occurrence of a fire;
- (xiii) explosion other than of boilers or gas used for domestic purposes only;
- (b) Damage to any electrical machine, apparatus, or any portion of the electrical installation arising from or occasioned by its own over-running, excessive pressure, short circuiting, self heating, arcing or leakage of electricity arising from whatever cause (lightning included);
- (c) Damage to property which at the time of the happening of such Damage is insured by, or would but for the existence of this Policy, be insured by any marine policy or policies, except in respect of any excess beyond the amount which would have been payable under such marine policy or policies had this Policy not been effected;
- (d) goods held in trust or on commission, bullion, unset precious stones, works of art, manuscripts, plans, drawings or designs, patterns, models, moulds, securities, obligations, documents, stamps, coined or paper money, cheques, books of accounts, business books, computer systems records, explosives;
- (e) consequential loss or damage of any kind or description.

## General Exceptions

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### **LMA 5401 - Property Cyber and Data Exclusion**

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

- (a) Cyber Loss;
- (b) 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.

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

This Exclusion supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

## Definitions

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.

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.

## **NMA 2962 – Biological or Chemical Materials Exclusion**

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 the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

## **NMA 2920 - 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 act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

This Exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

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

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

### **Mold, Fungus, Wet and Dry Rot and Bacteria Exclusion**

This Policy does not insure any loss, damage or expense consisting of, caused by, contributed to, or aggravated by mold, moss, mildew, fungi, spores, bacterial infestation or any similar organism, wet or dry rot and extremes of temperature or humidity, whether directly or indirectly as 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 contributes concurrently or in any sequence to the loss.

### **Pollution and Contamination Exclusion**

This Policy does not insure against any loss or damage caused by, resulting from, contributed to or made worse by actual, alleged or threatened release, discharge, escape or dispersal of Contaminants or Pollutants, all whether direct or indirect, proximate or remote or in whole or in part caused by, contributed to or aggravated by any physical damage insured in this Policy.

This exclusion shall not apply if seepage or contamination or pollution arises from direct physical loss or damage to insured property from Fire, Lightning, Explosion, Windstorm or Hail, Smoke, Aircraft or Vehicle Impact, Riot or Civil Commotion, Vandalism or Sprinkler Leakage.

Contaminants or Pollutants means any material which after its release can cause or threaten damage to human health or human welfare or causes or threatens damage, deterioration, loss of value, marketability or loss of use to property insured hereunder, including but not limited to bacteria, fungi, virus or hazardous substances as listed in the Federal Water Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, and Toxic Substances Control Act, or as designated by the U.S. Environmental Protection Agency.

### **Sanction Clause**

This insurance DOES NOT apply to the extent that trade or economic sanctions or other laws or regulations prohibit the Company from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the Policy remain unchanged.

Chubb Insurance Hong Kong Limited is a subsidiary/branch of a US company and Chubb Limited, a NYSE listed company. Consequently, Chubb Insurance Hong Kong Limited is subject to certain US laws and regulations in addition to European Union, United Nations, United Kingdom and Hong Kong Special Administrative Regions sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities or insuring certain types of activities related to certain countries such as Cuba.

### **Communicable Disease Endorsement**

Notwithstanding and superseding any other provision of this Policy to the contrary, this Policy does not insure any loss, damage, claim, cost, expense or other sum whatsoever, directly or indirectly arising out of, or in any way attributable or related to, connected with or occurring concurrently or in any sequence with:

- (a) a Communicable Disease; or
- (b) the fear or threat (whether actual or perceived) of a Communicable Disease.

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

- (i) for a Communicable Disease; or
- (ii) any property insured hereunder that is or may be affected by a Communicable Disease.

As used herein, a Communicable Disease means any:

- (1) physical distress, illness, or disease caused or transmitted directly or indirectly by any virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and regardless of the means of transmission; or
- (2) any virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, which is capable of causing physical distress, illness or disease.

This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

## Deductibles

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This Policy does not cover the amounts of the deductibles stated in the Schedule in respect of each and every loss as ascertained after the application of all other terms and conditions of the Policy including any condition of average.

Warranted that during the currency of the Policy the Insured shall not effect insurance in respect of the amounts of the Deductibles stated in the Schedule.

## Conditions

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### 1. **Identification**

This Policy and the Schedule (which forms an integral part of the Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they may appear.

### 2. **Misrepresentation**

If there be any material misdescription of any of the Property Insured, or of any building or place in which such property is contained, or any misrepresentation as to any material fact to be known for estimating the risk, or any omission to state such fact, the Company shall not be liable under this Policy so far as it relates to property affected by any such misdescription, misrepresentation or omission.

### 3. **Reasonable Precautions**

The Insured shall maintain the Property Insured in a proper state of repair and take all reasonable precautions to prevent Damage thereto.

### 4. **Alterations and Removals**

Unless the Insured has obtained the consent of the Company in writing before the occurrence of any Damage, the insurance ceases to attach regarding the Property affected under any of the following circumstances:

- (a) if the trade or manufacture carried on by the Insured be altered, or if any circumstances affecting the Situation insured be changed in such a way as to increase the risk of Damage by any of the perils insured;
- (b) if the Situation insured becomes unoccupied and so remains for a period of more than thirty (30) days;
- (c) if the Property Insured is removed from the Situation insured;

- (d) if the interest in the Property Insured passes from the Insured otherwise than by will or operation of law.

## **5. Cancellation**

This Policy may be cancelled at any time:

- (a) by the Insured on notice to that effect being given in writing to the Company, in which case the Company will retain the customary short period rate for the time the Policy has been in force;
- (b) by the Company on seven (7) days' advance notice to that effect being given in writing to the Insured's last known address, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation. However in cases where cover is cancelled due to non-payment of premium, the Company shall only be obliged to give seven (7) days notice of such cancellation.

## **6. Warranties**

Every warranty to which the Property Insured or any item thereof is or may be made subject shall from the time the warranty attaches apply and continue to be in force during the whole currency of this Policy, and non-compliance with any such warranty shall be a bar to any claim in respect of such Property or item, provided that whenever this Policy is renewed a claim in respect of Damage occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before commencement of such period.

## **7. Claims (Action by the Insured)**

If any event giving rise to or likely to give rise to a claim under this Policy comes to his knowledge the Insured shall:

- (a) Immediately:
  - (i) take steps to minimise the Damage and recover any missing property;
  - (ii) give notice in writing to the Company;
  - (iii) give notice to the Police in the event of deliberate or malicious damage;
- (b) within 30 days or such further time as the Company may in writing allow deliver to the Company:
  - (i) a claim in writing for the Damage containing as particular an account as may be reasonably practical of all the several articles or items of property Damaged and the amount of Damage thereto respectively, having regard to their value at the time of the Damage;
  - (ii) particulars of all other insurances if any;
- (c) at all times at his own expense provide to the Company all such information and available documents or proofs regarding:
  - (i) the origin and cause of the Damage and the circumstances under which the Damage occurred;
  - (ii) any matter touching the liability or the amount of liability of the Company;

as may be reasonably required by the Company together with a declaration on oath or in other legal form of the truth of the claim and any matters connected therewith.

## **8. Forfeiture of Benefits**

All benefits under this Policy shall be forfeited:

- (a) if any claim made be in any respect fraudulent;
- (b) if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain benefit under this Policy;
- (c) if any Damage is caused by the wilful act or with the connivance of the Insured;
- (d) if the Insured or any person acting on his behalf shall hinder or obstruct the Company in the exercise of its rights;
- (e) in respect of any claim made and rejected if an action or suit be not commenced within twelve months after such rejection;
- (f) in respect of any claim where arbitration takes place pursuant to Condition 14 of this Policy and an action or suit be not commenced within twelve months after the making of an arbitration award;
- (g) in respect of any claim after the expiration of twelve (12) months from the happening of the Damage, unless such claim is the subject of pending legal action or arbitration.

## **9. Possession Rights**

On the happening of Damage in respect of which a claim is made :

- (a) the Company and any person authorised by the Company may without hereby incurring any liability or diminishing any of the Company's rights under this Policy:
  - (i) enter take or keep possession of the premises where such Damage has occurred;
  - (ii) take possession of or require to be delivered to the Company any Property Insured and deal with such Property for all reasonable purposes and in any reasonable manner;
- (b) no Property may be abandoned to the Company whether taken possession of by the Company or not.

## **10. Option to Reinstate**

The Company may at its option, repair or replace the Property Damaged, or any part thereof, instead of paying the amount of the Damage, or may join with any other persons companies or insurers in so doing, but the Company shall not be bound to repair exactly or completely, but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in repair than it would have cost to repair such Property as it was at the time of the occurrence of such Damage, nor more than the Sum Insured thereon.

If the Company so elects to repair or replace any property, the Insured shall at his own expense furnish the Company with such plans specifications measurements quantities and such other particulars as the Company may require, and no acts done or caused to be done by the Company with a view to repair or replace shall be deemed an election by the Company to repair or replace.

If in any case the Company shall be unable to repair or replace the Property Insured because of any law or regulations in force affecting the alignment of streets, or the construction of buildings, or otherwise, the Company shall, in every such case, only be liable to pay such sums as would be required to repair or replace such Property if the same could lawfully be repaired to its former condition.



**11. Average (Underinsurance)**

If at the time of Damage, the Property Insured be collectively of greater value than the Sum Insured thereon, the Insured shall bear a share of the Damage corresponding directly to the proportion of underinsurance. Every item, if more than one, of the Property Insured shall be separately subject to this Condition.

**12. Contribution**

If at the time of Damage, there be any other insurance effected by or on behalf of the Insured covering any of the Property Damaged, the liability of the Company hereunder shall be limited to its rateable proportion of such Damage.

If any such other insurance is expressed to cover any of the Property Insured, but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably to the Damage, the liability of the Company hereunder shall be limited to such proportion of the Damage as the sum hereby insured bears to the value of the Property.

**13. Subrogation**

The Insured shall at the request and at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from any other parties, to which the Company shall be or would become entitled or subrogated upon its paying or making good any Damage under this Policy, whether such acts and things shall be or become necessary or required before or after indemnification by the Company.

**14. Mediation**

Any dispute or difference arising out of, or in connection with, this Policy must first be referred to mediation at the Hong Kong Mediation Centre (HKMC) and in accordance with the HKMC Mediation Rules in effect at the time of the mediation. The Insured's genuine attempt in resolving the dispute via mediation is a condition precedent to the Insured pursuing the claim. If the Insured does not bring the dispute to mediation within six (6) months from the time of the Company's claim decision, then such claim against the Company is deemed to be withdrawn or treated as abandoned and the Insured is barred from pursuing the same claim against the Company.

**15. Legal Action**

No legal action shall be brought to recover on this Policy unless mediation has failed, and no such action shall be brought against the Company after eighteen (18) months from the time of the Company's claim decision. If the Insured fails to meet the time limit, then such claim against the Company is deemed to be withdrawn or treated as abandoned and the Insured is barred from pursuing the same claim against the Company.

**16. Hong Kong Law and Jurisdiction**

This Policy is governed by the laws of Hong Kong and all legal actions concerning this Policy must be brought at the courts of Hong Kong.

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

## Clauses and Warranties

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**The following Clauses Extensions and Warranties shall only apply to this Policy when specifically mentioned in the Schedule:**

### **A.7 Foundations Exclusion**

The insurance on Building excludes that part of any building below the level of the under surface of its lowest floor.

### **A.8 Electrical Installation Clause**

The Company shall not be liable for damage to any electrical machine, apparatus or any portion of the electrical installation arising from or occasioned by its own over-running, excessive pressure, short-circuiting, self heating, arcing or leakage of electricity arising from whatever cause (lighting included).

### **A.11 Lien Clause**

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

### **A.12 Mortgagee / Non-occupying Landlord Clause**

It is declared and agreed that this Policy shall not be invalidated by any change of occupancy or increase of risk taking place in the property without knowledge of the Insured, provided that he shall immediately, on the same coming to his knowledge, give notice thereof to the Company and pay any additional premium which may be required from the date of such increase of risk.

### **A.13 Mortgagee Clause**

Loss, if any, under this Policy shall be payable to the Mortgagees or Assignees of Mortgagee interest named in the Schedule hereto the extent of their interest.

It is hereby agreed that in the event of loss or damage, the Company will pay the Mortgagees or Assignees to the extent of their interest and that this Policy insofar as concerns the interest therein of the Mortgagees or Assignees only shall not be invalidated by any act or neglect of the Mortgagor or Owner of the Property Insured, nor by anything whereby the risk is increased being done to, upon or in any building insured, without the knowledge of the mortgagees or Assignees provided always that the Mortgagees or Assignees shall notify the Company of any change of ownership or alteration or increase of hazard not permitted by this Policy as soon as any such change, alteration or increase shall come to their knowledge, and on demand shall pay to the Company the appropriate additional premium from the time when such increase of risk first took place.

And it is further agreed that whenever the Company shall pay the Mortgagees or Assignees any sum for loss or damage under this Policy, and shall claim that as to the Mortgagor or Owner no liability therefore existed the Company shall at once be legally subrogated to all rights of the Mortgagees or Assignees to the extent of such payment and the Mortgagees or Assignees shall do and execute all such further or other acts, deeds, transfer assignments, instruments and things as may be necessary or be reasonably required by the Company for the purpose of better effecting such subrogation, but such subrogation shall not impair the right of the Mortgagees or Assignees to recover the full amount of their claim.

Provided that as between the Company and the Mortgagor or owner of the Property insured nothing contained in this clause shall in any way constitute or be deemed to constitute any waiver of, or prejudice or affect any rights which the Company may have against the Mortgagor or Owner of the property insured, or lessen any obligations which may be imposed on the Mortgagor or Owner of the property insured either by or under this Policy or by law, and such rights and obligations shall as between the Company and the Mortgagor or Owner of the property insured remain in full force and effect.

The Company reserves the right to cancel this Policy at any time as provided by the terms thereof, but in such case this Policy shall continue in force for the benefit only of the Mortgagees or Assignees for 10 days after notice to the Mortgagees or Assignees of such cancellation, and shall then cease, and the Company shall have the right on like notice to cancel this agreement.

**A.19 Reinstatement Value Insurance Clause (Not applicable to any stock in trade merchandise goods and other items of similar nature)**

It is agreed that in the event of Property Insured under the within Policy being destroyed or damaged the basis upon which the amount payable under the Policy is to be calculated shall be the reinstatement of the property destroyed or damage, subject to the following special provisions and subject also to the terms and conditions of the Policy except insofar as the same may be varied hereby.

For the purpose of this Policy "reinstatement" shall mean:

The carrying out of the work mentioned below, namely:

- (a) where property is destroyed, the re-building of the property, if a building, or, in the case of other property, its replacement by similar property, in either case in a condition equal to but not better or more extensive than its condition when new;
- (b) where property is damaged, the repair of the damage, and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

**SPECIAL PROVISIONS**

- (i) The work of reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable despatch; otherwise no payment beyond the amount which would have been payable under this Policy if this memorandum had not been incorporated therein shall be made.
- (ii) When any property insured under this memorandum is damaged or destroyed in part only the liability of the Company shall not exceed the sum representing the cost which the Company could have been called upon to pay for reinstatement if such property had been wholly destroyed.
- (iii) No payment beyond the amount which would have been payable under this Policy if this memorandum had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred.
- (iv) Each item insured under this memorandum is declared to be separately subject to the following Condition of Average, namely:

If at the time of reinstatement the sum representing the cost which would have been incurred in reinstatement if the whole of the property covered by such item had been destroyed exceeds the Sum Insured thereon at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril hereby insured against then the Insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly.
- (v) No payment beyond the amount which would have been payable under this Policy if this memorandum had not been incorporated therein shall be made if at the time of any destruction or damage to any Property Insured hereunder such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth herein.
- (vi) Where by reason of any of the above special provisions no payment is to be made beyond the amount which would have been payable under this Policy if this memorandum had not been incorporated therein the rights and liabilities of the Company and the Insured in respect of the destruction or damage

shall be subject to the terms and conditions of the Policy, including any condition of average therein, as if this memorandum had not been incorporated therein.

#### **A.20 Public Authorities Clause**

This Policy extends to include such additional cost of reinstatement of the destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity or comply with Building or other Regulations under or framed in pursuance of any Ordinance, law Statute or with Bye-Laws of any Municipal or Local Authority provided that:

- (a) the amount recoverable under this Extension shall not include:
  - (i) the cost incurred in complying with any of the aforesaid Regulations or Bye-laws:
    - (1) in respect of destruction or damage occurring prior to the granting of this extension;
    - (2) in respect of destruction or damage not insured by the Policy;
    - (3) under which notice has been served upon the Insured prior to the happening of the destruction or damage;
    - (4) in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the Insurance by this Policy) of that portion of the Property destroyed or damaged;
  - (ii) the additional cost that would have been required to made good the property damaged or destroyed to a condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen;
  - (iii) the amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property of by the owners thereof by reason of compliance with any of the aforesaid Regulations or Bye-laws;
- (b) the work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within twelve months after the destruction or damage or within such further time as the Company may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-laws so necessitate) subject to the liability of the Company under this Extension not being thereby increased;
- (c) if the liability of the Company under (any item of) the Policy apart from this Extension shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Company under this Extension (in respect of any such item) shall be reduced in like proportion;
- (d) the total amount recoverable under any item of the Policy shall not exceed the Sum Insured thereby;
- (e) all the conditions of the Policy except in so far as they may be hereby expressly varied shall apply as if they have been incorporated herein.

#### **A.21 Capital Additions Clause (Not applicable to any stock in trade merchandise goods and other items of similar nature)**

This Policy extends to include additions and extensions to Property Insured, but not appreciations in value, made after the commencement of each annual Period of Insurance for the amount as stated in the Schedule, it being understood that the Insured will declare quarterly the value of any such additions and extensions and will pay the appropriate additional premium required from inception of the additional cover.

Amounts so declared shall be added to the Sum Insured by the relative item by endorsement whereupon the provisions of this clause shall be fully reinstated.

## **A.22 Rent Clause**

This Policy on rent applies only if (any of) the said building(s) or any part thereof is unfit for occupation in consequence of its destruction or damage and then the amount payable shall not exceed such proportion of the Sum Insured on rent as the period necessary for reinstatement bears to the term of rent insured.

## **A.23 Architects', Surveyors' and Consulting Engineers' Fees**

This Policy is extended to cover Architects', Surveyors' and Consulting Engineers' fees necessarily incurred in the reinstatement of the property specified consequent upon its destruction or damage but not for preparing any claim, it being understood that the amount payable for such fees shall not exceed those authorised under the Scale of Professional Charges of the Royal Institute of British Architects and/or of the Schedule of Professional Charges of the Royal Institution of Chartered Surveyors and/or of the Association of Consulting Engineers as the case may be, or of the respective equivalent local body;

provided that:

- (a) the total amount recoverable under any item of this Policy shall not exceed the Sum Insured thereby;
- (b) the liability of the Company shall not exceed the amount as stated in the Schedule.

## **A.24 Removal of Debris**

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

- (a) removing debris;
- (b) dismantling and/or demolishing;
- (c) shoring up or propping;

of the portion or portions of the property insured by this Policy destroyed or damaged by fire or by any other peril hereby insured against;

provided that:

- (i) the total amount recoverable under any item of this Policy shall not exceed the Sum Insured thereby;
- (ii) the liability of the Company shall not exceed the amount as stated in the Schedule.

## **A.27 Stock Declaration Condition**

In consideration of the premium by (item on Stock, in the Schedule) of this Policy being provisionally calculated on 75% of the Sum Insured thereby the Insured shall declare the value of such property on the last working day of each month in writing to the Company within thirty (30) days thereafter and if a declaration be not so given the Insured shall be deemed to have declared the maximum sum insured as the value.

If the property described in (the said item of) this Policy also insured under any other Policy, the value declared shall be that proportion of the total value of the property which the sum insured on such property under this Policy bears to the total of the sums insured under all policies on such property.

The value declared shall be the average of the values at risk on each day of the period between each declaration.

On the expiry of each Period of Insurance the actual premium (for the said item) shall be calculated at the rate or rates applicable to each item in the Schedule on the average amount declared, i.e. the total of the sums declared divided by the number of declarations. If the actual premium be greater than the provisional

premium paid the Insured shall pay the difference; if it be less, the difference shall be repaid to the Insured, but such repayment shall not exceed 50% of the provisional premium.

In consideration of the insurance not being reduced by the amount of any loss the Insured shall pay the appropriate extra premium of the amount of the loss from the date thereof to the date of the expiry of the Period of Insurance.

It is warranted that every insurance on the property be identical in wording with this insurance.

### **A.33 Legal Requirements Warranty**

Warranted that the Insured shall duly comply with and observe all provisions, requirements and regulations of:

- (i) Fire Service Department; and/or
- (ii) Labour Department; and/or
- (iii) Dangerous Goods Ordinance; and/or
- (iv) Factories and Industrial Undertakings Ordinance; and/or
- (v) Any other Statutory Obligation;

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

### **A.34 Storage Warranty**

Warranted no waste materials or goods of any description whatsoever whether belonging to the Insured or not shall be stored temporarily or otherwise on any staircase or landing or in any passageway within or in common use with the premises described in the Policy.

Provided that the Company shall be deemed to have waived any breach of this Warranty not occasioned by or contributed to by the Insured of which the Company shall have received written notice from the Insured prior to the occurrence of loss destruction or damage.

Warranted also that all waste materials will be kept in metal receptacles and removed from the building daily.

### **B.7 Cold Store Clause A**

This Policy does not cover loss or damage caused by change of temperature resulting from the total or partial disablement of the refrigerating plant by fire or any other cause.

### **B.8 Cold Store Clause B**

Notwithstanding anything herein contained to the contrary this Policy covers loss of or damage to the property thereby insured which may be caused by change of temperature resulting from the total or partial destruction or disablement of the refrigerating plant by fire or lightning as within defined, subject otherwise to the terms, exceptions and conditions of the Policy.

### **B.11 Cotton Waste Warranty**

Warranted no cotton waste used in the within described premises in the manufacture of any article.

### **B.24 Occupancy Warranty A**

Warranted no goods or merchandise, other than samples, stored in the within described premises.

### **B.25 Occupancy Warranty B**

Warranted no trade processing or manufacturing carried on at the within described premises.

### **B.31 Petrol Warranty**

Warranted no petrol or other liquid fuel, other than in the fuel tanks of vehicles and a quantity not exceeding four gallons in metal cans fitted with lids, kept in the within described premises.

### **B.32 Plastic Goods Fabricators Warranty A**

Warranted:

- (a) no raw materials for the manufacture of plastics used or stored in the within described premises;
- (b) no process involving the use of heat except sealing or joining by electrical heat carried out in the within described premises;
- (c) no solvents or other substances having a flash point below 150°F (66°C), used or stored in the within described premises.

### **B.33 Plastic Goods Manufacturers Warranty A**

Warranted no raw materials for the manufacture of plastics other than protein-based resins; products based on formaldehyde or other aldehydes; polyamide resins; polycarbonate-based resins; polythene (polyethylene); silicone resins; cellulose acetate; fluorocarbons; polyester resins including alkyd resins used or stored in the within described premises.

### **B.34 Plastic Goods Manufacturers Warranty B**

Warranted no raw materials for the manufacture of plastics other than protein-based resins; products based on formaldehyde or other aldehydes; polyamide resins; polycarbonate based resins; polythene (polyethylene); silicon resins; cellulose acetate; fluorocarbons; polyester resins including alkyd resins; polystyrene, acetal resins, acrylic-resins; acrylonitrile butadiene styrene (A.B.S.) resins ethyl cellulose; halogenated plastics; epoxy resins; polypropylene used or stored in the within described premises.

### **B.37 Flammable Liquids and Solvents Warranty B**

Warranted that the amount of solvents and other substances having a Flash Point below 150°F (66°C), used or stored in the within described premises shall not exceed four gallons in the aggregate.

### **B.38 Plastic Goods Manufacturers Warranty F**

Warranted no cutting, grinding or buffing or similar process causing plastics dust carried on in the within described premises without the use of an efficient dust extraction plant in connection therewith.

### **B.53 Unoccupied Building Warranty**

Warranted that at no time shall the premises described herein be used for the storage or deposit of goods of any kind or for any other purpose whatsoever.

It is further warranted that all doors windows and other openings shall be so secured at all times as to prevent entrance by any un-authorized person or persons.

#### **B.54 Storage Warranty (Shops)**

- (a) Warranted no trade processing or manufacturing carried on in the premises which involves the use of:
- (i) machinery with a motive power in excess of 5 H.P. in the aggregate;
  - (ii) heating or boiling apparatus other than of the small domestic type
- (b) Warranted no storage or deposit for sale of:
- 1. Acids
  - 2. Alcohols
  - 3. Ammunition. Explosives, Fireworks and Fire crackers
  - 4. Bamboo, Cane, Willow, Rattan and articles made therefrom
  - 5. Benzene and Benzine
  - 6. Calcium Carbide
  - 7. Candles and Wax
  - 8. Chlorates, Perchlorates and Chlorites
  - 9. Compressed Gases
  - 10. Cotton, Hemp, Jute and Kapok (except in fully machine-pressed and metal-bound bales)
  - 11. Cotton quilts
  - 12. Films (nitrocellulose base)
  - 13. Firewood, Charcoal and Coal
  - 14. Flammable substances having a flash point below 150°F (66°C)
  - 15. Insecticides having a flash point below 150°F (66°C)
  - 16. Joss sticks and paper
  - 17. Kerosene
  - 18. Liquefied petroleum gases
  - 19. Matches, other than in tin-lined cases
  - 20. Matting and Mat bags' (other than Seagrass matting)
  - 21. Naphtha
  - 22. Nitrates and Nitrites
  - 23. Oily having a flash point below 150°F (66°C)
  - 24. Oily and greasy rags and waste
  - 25. Paints, Enamels and Lacquers having a flash point below 150°F (66°C)
  - 26. Paper flowers, lanterns and the like and Paper shavings
  - 27. Peroxides
  - 28. Petrol and Petroleum spirits
  - 29. Phosphorus
  - 30. Potable spirits in containers other than bottles and jars
  - 31. Printing inks having a flash point below 150°F (66°C)
  - 32. Resins having a flash point below 150°F (66°C)
  - 33. Sodium hydroxide (Caustic soda)
  - 34. Wood wool and shavings

\* Matting and Mat bags are permitted if used solely for packing or covering other goods in the premises



## Personal Information Collection Statement

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**The Company** ("We/Us/Our") want to ensure that **Our Insured Persons** ("You/Your") are confident that any personal data collected by **Us** is treated with the appropriate degree of confidentiality and privacy.

This Personal Information Collection Statement sets out the purposes for which **We** collect and use personally identifiable information provided by **You** ("**Personal Data**"), the circumstances when **Personal Data** may be disclosed and information regarding **Your** rights to request access to and correction of **Personal Data**.

### (a) Purposes of Collection of Personal Data

**We** will collect and use **Personal Data** for the purposes of providing competitive insurance products and services to **You**, including considering **Your** application(s) for any new insurance policies and administering policies to be taken out with **Us**, arranging the cover and administering and managing **Your** and **Our** rights and obligations in relation to such cover. **We** also collect the **Personal Data** to be able to develop and identify products and services that may interest **You**, to conduct market or customer satisfaction research, and to develop, establish and administer alliances and other arrangements with other organisations in relation to the promotion, administration and use of **Our** respective products and services. **We** may also use **Your Personal Data** in other ways with **Your** consent.

### (b) Direct marketing

Only with **Your** consent, **We** may also use **Your** contact, demographic, policy and payment details to contact **You** with marketing information regarding our insurance products by mail, email, phone or SMS.

### (c) Transfer of Personal Data

Personal Data will be kept confidential and **We** will not sell **Your Personal Data** to any third party. **We** limit the disclosure of **Your Personal Data** but, subject to the provisions of any applicable law, **Your Personal Data** may be disclosed to:

- (i) third parties who assist **Us** to achieve the purposes set out in paragraphs a and b above. For example, **We** provide it to **Our** relevant staff and contractors, agents and others involved in the above purposes such as data processors, professional advisers, loss adjudicators and claims investigators, doctors and other medical service providers, emergency assistance providers, insurance reference bureaus or credit reference bureaus, government agencies, reinsurers and reinsurance brokers (which may include third parties located outside Hong Kong);
- (ii) **Our** parent and affiliated companies, or any company within Chubb local and outside Hong Kong;
- (iii) the insurance intermediary through which **You** accessed the system;
- (iv) others for the purposes of public safety and law enforcement; and
- (v) other third parties with **Your** consent.

With regard to the above transfers of **Personal Data**, where applicable, **You** consent to the transfer of **Your Personal Data** outside of Hong Kong.

### (d) Access and correction of Personal Data

Under the Personal Data (Privacy) Ordinance ("PDPO"), **You** have the right to request access to and correction of **Your Personal Data** held by **Us** about **You** and **We** will grant **You** access to and correct **Your Personal Data** as requested by **You** unless there is an applicable exemption under the PDPO under which **We** may refuse to do so. **You** may also request **Us** to inform **You** of the type of **Personal Data** held by **Us** about **You**.

Requests for access or correction of **Personal Data** should be addressed in writing to:

Chubb Data Privacy Officer  
39/F, One Taikoo Place,  
979 King's Road,  
Quarry Bay, Hong Kong  
O +852 3191 6800  
F +852 2560 3565  
E [Privacy.HK@Chubb.com](mailto:Privacy.HK@Chubb.com)

**Your** request to obtain access or correction to your Personal Data will be considered within forty (40) days of **Our** receipt of **Your** request. **We** will not charge **You** for lodging a request for access to **Your Personal Data** and if **We** levy any charges for providing information, such charges will not be excessive. No fee is charged for data correction requests.

## About Chubb in Hong Kong SAR

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Chubb is the world's largest publicly traded property and casualty insurance company. With both general and life insurance operations, Chubb has been present in Hong Kong SAR for more than 90 years via acquisitions by its predecessor companies. Its general insurance operation in Hong Kong SAR (Chubb Insurance Hong Kong Limited) is a niche and specialist general insurer. The company's product offerings include property, casualty, marine, financial lines and consumer lines designed for large corporates, mid-sized commercial & small business enterprises as well as retail customers. Over the years, it has established strong client relationships by being consistent and responsive, by offering market leading claims services and innovative products, and providing market leadership built on financial strength.

More information can be found at [www.chubb.com/hk](http://www.chubb.com/hk).

## Contact Us

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O +852 3191 6800  
[www.chubb.com/hk](http://www.chubb.com/hk)

**Chubb. Insured.™**