



Blue Cross 藍十字

An AIA Company 友邦保險成員公司

SmartBiz Insurance

智富商業保

Terms and Conditions

條款及細則

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

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

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

TERMS AND CONDITIONS FOR SmartBiz Insurance

INSURING CLAUSE

The Policyholder/the Insured and the Company agree that:

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

DEFINITIONS

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

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

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

SECTION 1 – Property All Risks Protection

DEFINITIONS (applicable to the entirety of Section 1 only)

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

I. BASIC BENEFITS – BUSINESS CONTENTS AND STOCK

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

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

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

EXTENSIONS (applicable to the entirety of Section 1 only)

1. Loss of or Damage to Personal Effects

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

2. Temporary Removals

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

3. Removal of Debris

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

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

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

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

5. Accidental Breakage of Fixed Glass

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

6. Loss of or Damage to Computer System Records

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

7. Fire Extinguishing Expenses

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

8. Automatic Reinstatement of Sum Insured Clause

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

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

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

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

10. Damage to Premise by Theft

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

11. Locks Replacement due to Theft

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

12. Damage to Company Signage

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

13. Damage to Roller Shutters and Gate

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

14. Stock in Transit (applicable to Stock only)

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

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

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

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

Top-up Cover for Stock

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

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

A. Errors & Omissions Clause

This Policy shall not be invalidated by:

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

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

B. Extra Charges Clause

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

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

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

C. Time Adjustment Clause

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

CONDITIONS (applicable to the entirety of Section 1 only)

1. The sum insured on Contents must represent the new replacement cost of the Contents insured under this section. The Company shall, subject to the conditions below, indemnify the Insured by:

- a) paying the cost of rebuilding or replacing the property if the insured Contents are totally destroyed or lost; or
- b) paying the cost of repairing or restoring the damaged portion(s) of the property to a condition equal to but not better or more extensive than its

condition when new if the insured Contents are damaged,

provided that

- (i) the work of reinstatement must be carried out without delay; and
- (ii) the cost of reinstatement must be actually incurred and evidenced by documentary proof.

The claim will be settled on an indemnity basis if the conditions above are not complied with and the sum insured on Contents is lower than the new replacement costs of the Contents insured.

2. The sum insured on Stock shall represent the purchase value. In the event of loss or damage on Stock, the settlement of claims may be made by payment or at the Company's option by reinstatement or replacement.
3. At the time of loss, destruction or damage, the claim of each and every item of Section 1 will be settled and recovered on an indemnity basis up to the maximum benefit limit as stated in the Table of Benefits.
4. Where any insured item consists of articles in a pair or set, the Company will not pay more than the value of any particular part or parts which may be damaged or lost, without reference to any special value which such article or articles may have as part of such pair or set, nor more than a proportionate part of the value of the item relative to the value of the pair or set.

EXCLUSIONS (applicable to the entirety of Section 1 only)

1. The Company shall not be liable for:

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

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

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

SECTION 2 – Business Interruption Protection

DEFINITIONS (applicable to the entirety of Section 2 only)

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

COVER

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

1. Additional Expenditure

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

EXTENSIONS (applicable to the entirety of Section 2 only)

1. Professional Accountants' Fees Clause

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

2. Denial of Access Clause

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

3. Failure of Public Utilities Clause

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

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

CONDITIONS (applicable to the entirety of Section 2 only)

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

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

EXCLUSIONS (applicable to the entirety of Section 2 only)

The Company shall not be liable:

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

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

SECTION 3 – Money Protection

DEFINITIONS (applicable to the entirety of Section 3 only)

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

COVER

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

1. Loss of Money including crossed cheques, crossed postal orders, crossed money order and crossed bankers drafts
 2. Loss of Money other than item 1 mentioned above
 - a) Money in transit during Business Hours
 - b) Money at the Insured Premises during Business Hours
 - c) Money at the Insured Premises out of Business Hours in locked safe or strongroom
 - d) Money at the Insured Premises out of Business Hours not in locked safe or strongroom
 - e) Money in transit to and from and whilst at the residence of an authorized Employee;
 - f) Accidental loss of Money in a bank night safe
 3. Loss of or damage to safes or cash register caused by theft or attempted theft
- ### **CONDITIONS** (applicable to the entirety of Section 3 only)
1. The keys or combination codes of any safe, strongroom or any type of locked device containing Money are not left in the Insured Premises after Business Hours.
 2. The Insured shall keep proper records and account of all Money transactions in such manner that the Company can accurately determine therefrom the amount of loss.
- ### **EXCLUSIONS** (applicable to the entirety of Section 3 only)
- The Company shall not be liable for any claim in respect of:
1. loss due to theft, infidelity or dishonesty or fraud on the part of any partners, directors or Employees;
 2. shortages due to clerical or accounting error and omission;
 3. loss suffered as a result of a Business transaction;
 4. unexplained disappearance of Money;
 5. loss from an unattended vehicle;

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

SECTION 4 – Public Liability

COVER

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

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

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

LIMIT OF INDEMNITY

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

EXTENSIONS (applicable to the entirety of Section 4 only)

1. Overseas Business Visits Clause

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

2. Tenant's Liability Clause

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

3. Food and/or Drinks Poisoning Clause

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

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

4. Neon Sign/Signboard Liability Clause

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

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

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

5. First Aid

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

It is provided that:

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

6. Welfare, Social and Sports Clubs

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

It is provided that:

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

7. Indemnity to Directors, Partners and Employees

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

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

8. Independent Contractors' Liability

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

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

EXCLUSIONS (applicable to the entirety of Section 4 only)

LMA5396 Communicable Disease Exclusion

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

2. For the purposes of this exclusion, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

Cyber Exclusion

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

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

The Company shall not be liable under this Policy for:

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

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

SECTION 5 – Fidelity Guarantee

COVER

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

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

EXCLUSIONS (applicable to the entirety of Section 5 only)

The Company will not cover:

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

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

DEFINITIONS (applicable to the entirety of Section 6 only)

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

COVER

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

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

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

EXTENSIONS (applicable to the entirety of Section 6 only)

1. Employees' Inter-Sports Social and Welfare Activities Clause

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

2. Business Trip Clause

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

3. Extraordinary Weather Conditions

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

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

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

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

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

CONDITIONS (applicable to the entirety of Section 6 only)

1. Avoidance of Certain Terms and Rights of Recovery

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

2. Insurance Premium

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

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

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

3. Terrorism Endorsement

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

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

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

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

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

4. Claims Settlement Conditions

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

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

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

- (i) the Insured shall provide all such information and assistance including the latest wage roll earnings of all Employees duly certified as being correct by an independent auditor and forward all such documents and other records to the Company for the conduct of such claim demand or proceedings as the Company in its discretion may from time to time require; and
- (ii) the Insured shall not without the written consent of the Company incur any expenditure in connection with any such claim, demand or proceedings or make any payment admission offer or enter into any settlement whatsoever.

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

EXCLUSIONS (applicable to the entirety of Section 6 only)

Self-Employed Person and Sole-Proprietor Exclusion

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

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

Construction Site Exclusion

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

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

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

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

DEFINITIONS (applicable to the entirety of Section 7 only)

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

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

COVER

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

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

TABLE OF BENEFITS

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

CONDITIONS (applicable to the entirety of Section 7 only)

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

GENERAL CLAUSES (applicable to all sections except otherwise specified)

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

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

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

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

Definitions applicable to this clause only:

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

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

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

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

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

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

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

- limited to, any cost to clean-up, detoxify, remove, monitor or test:
- 2.1 for a Communicable Disease, or
 - 2.2 any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
- 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This clause applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s). All other terms, conditions and exclusions of the Policy remain the same.

3. IT Clarification Clause

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

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

Consequently the following are excluded from this Policy:

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

4. Mold Exclusion Clause

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

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

5. Rights of Third Parties Clause

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

6. Seepage, Pollution and Contamination Clause

This Policy does not cover any liability for:

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

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

7. Total Asbestos Exclusion Clause

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

8. Sanctions Limitation and Exclusion Clause

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

9. Terrorism Exclusion Clause for Contamination and Explosives

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

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

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

For the purpose of this clause, "**contamination**" shall mean the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances. If the Company alleges that by the reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured.

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

10. War And Terrorism Exclusion

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

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

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

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

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

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

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

11. Nuclear Energy Risks Exclusion Clause

This Policy shall exclude Nuclear Energy Risks.

Nuclear Energy Risks shall mean:

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

Except as undernoted, Nuclear Energy Risks shall not include:

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

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

However, the above exemptions shall not extend to:

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

introduction of Nuclear Material into such Property.

Definitions applicable to this clause only:

"Nuclear Material" shall mean:

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

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

"Nuclear Installation" shall mean:

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

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

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

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

"High Radioactivity Zone or Area" shall mean:

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

GENERAL CONDITIONS (applicable to all sections except otherwise specified)

1. Interpretation

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

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

2. Precautions

The Insured shall exercise all reasonable precautions:

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

3. Misrepresentation

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

4. Fraud

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

5. Cancellation

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

6. Possession Rights

The Company or its appointed representatives shall be entitled:

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

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

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

7. Legal Warranty

The Insured shall duly comply with and observe all provisions requirements and regulations of

- i. Fire Services Department; and/or
- ii. Labour Department; and/or
- iii. Dangerous Goods Ordinance (Chapter 295 of the laws of Hong Kong); and/or
- iv. Factories and Industrial Undertaking Ordinance (Chapter 59 of the laws of Hong Kong); and/or
- v. any other statutory obligations

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

8. Option to Reinstate

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

9. Other Insurance

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

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

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

10. Arbitration

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

11. Subrogation

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

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

12. Alterations and Change in Risk

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

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

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

13. Notice

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

14. Assignment

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

15. Right of Inspection

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

16. Governing Law

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

GENERAL EXCLUSIONS (applicable to all sections except otherwise specified)

The Company shall not be liable in respect of:

1. any contingency caused by or happening through or in consequence of:
 - a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
 - b) mutiny, riot, military or popular rising, insurrection, revolution, rebellion, military or usurped power, martial law or state of siege or any of the events of causes which determine the proclamation or maintenance of martial law or state of siege; or
 - c) acts of terrorism committed by a person or persons acting on behalf of or in connection with any organisation. For the purpose of this clause, "**act of terrorism**" shall mean the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear;
2. loss of or damage to any property or any resultant loss or expenses or any consequential loss or legal liability whatsoever nature directly or indirectly caused by or contributed to or arising from:
 - a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this clause combustion shall include any self-sustaining process of nuclear fission;
 - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - c) pressure waves by aircraft and other aerial devices;
- d) resulting from pollution or contamination; or
- e) nuclear weapons material;
3. any accident, loss, damage, expense, liability or bodily injury occasioned by or through or in consequence directly or indirectly of confiscation, commandeering, nationalisation or requisition by any lawfully constituted authority;
4. consequential loss or damage of any kind except as provided in Section 2 of this Policy;
5. any judgements against the Insured which are not in the first instance delivered by or obtained from a court of competent jurisdiction in Hong Kong;
6. any wilful, malicious, unlawful or deliberate act of the Insured or any person act on its behalf; or
7. the amount of the Excess as specified in the Policy Schedule.

17. Claims Provision

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

Section 1- Property All Risks Protection

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

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

Section 2 - Business Interruption Protection

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

Section 3 – Money Protection

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

Section 4 - Public Liability

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

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

Section 5 – Fidelity Guarantee

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

Section 6 - Employees' Compensation

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

Section 7 - Personal Accident Benefit

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

智富商業保條款及細則

保險條款

保單持有人／受保人與本公司均同意：

1. 本保單與本保單附載的任何批註須一併閱讀，並構成一份合約；
2. 保單資料頁上所列的條款、條件及不保事項，應依據本文所載的條款、條件及不保事項而詮釋，而不應解釋為對本文有任何修改、增補或歧異；
3. 已填妥並交回本公司的申請表格、投保書及聲明為本合約的依據，並視為已納入作本保單的一部分；
4. 本保單在保單持有人已全數繳交載列於保單資料頁之保費及本公司已核准其投保申請的情況下生效；
5. 本公司將根據本保單內的限額、條款、條件及不保事項提供保障；及
6. 受保人及提出索償人士須適當遵守及履行本保單的條款、條件及任何批註；及其在申請表格、投保書及聲明內容的真實性，包括預估收入聲明及實際收入聲明，乃本公司根據本保單承擔賠償責任的先決條件。

釋義

除非文意另有規定，以下之定義適用於本保單內出現的下列詞語：

1. 「業務」指在保單資料頁內列明由受保人進行、與其業務相關的常規工作和活動，且不包含其他任何活動。
2. 「本公司」指藍十字（亞太）保險有限公司。
3. 「僱員」指任何由受保人僱用的人士，並與《香港僱員補償條例》（香港法例第282章）內該詞語所賦予的涵義相同。
4. 「自付額」指載明於保障項目表內，在本公司須就每項索償支付本保單之保障前，受保人必須自行承擔的總金額。
5. 「香港」指中華人民共和國香港特別行政區。
6. 「受保人」或「保單持有人」指的是擁有本保單並在保單資料頁內獲列明為受保人的一方。
7. 「受保地點」指的是保單資料頁內載明為受保的地點。除非經本公司特別批准，否則該地點必須為受保人用於商業目的用途，並位於由混凝土、磚、石或其他不易燃燒材料建成及蓋頂的建築物內。
8. 「金錢」指現金、流通紙幣、銀行現鈔、劃線銀行本票、可轉讓票據、流通郵票、郵資蓋印機內未過期的單位、支票、郵政或其他匯款，或信用卡銷售存根。
9. 「受保期」指保單資料頁內所列並載明為「受保期」的保單生效時期。

10. 「保單」指保單持有人與本公司之間的整份保單合約，包括本條款及細則、保單資料頁、任何備忘、批註及由保單持有人或其核准的代表所提交的申請表格、投保書及聲明。

11. 「保單資料頁」指附載於本保單的「保單資料頁」，並說明保單細節及受保期。

12. 「保障項目表」指一份列明本保單各項保障的最高賠償額及分項賠償額上限，並構成保單資料頁一部分的項目表。

第一部分 – 財物全險保障

釋義（僅適用於第一部分的全部內容）

1. 「財物」指在受保地點內由受保人擁有或與其業務相關並須承擔法律責任的物品，包括：
 - a) 傢具、固定裝置及用具、室內裝飾包括由租戶負責更換改善的室內裝修；
 - b) 機器、機械、設備、器具和商業用具，但已受其他保險更加明確保障的部分除外；及
 - c) 契約、文件及文具；但不包括存貨、金錢、電子手帳、手提電話、通訊設備、證券及機票。
2. 「存貨」指受保人擁有或受托持有或受托代銷或與業務相關的法律上需負責的一般商品的貿易存貨和貿易樣辦，包括原材料、半成品和成品，但不包括所有高價值商品，包括但不限於如手機、電子產品、電腦設備、錄像、音響和攝影設備、貴金屬、寶石、玉石、金銀、珠寶和手錶、毛皮、皮草、古董、海味、中藥材、食用燕窩、人蔘之類及類似的商品。

I. 基本保障 – 財物及存貨

若受保地點內的受保財物因意外導致實質損失或損毀，本公司將向受保人作出賠償，上限為保障項目表內所列並適於第一部分的最高賠償額。

為免存疑，本公司將為下列保障分項提供賠償，惟下列項目之賠償額將不超過載列於保障項目表第一部分（基本保障 – 財物及存貨）內之最高賠償額。

- a) 器材或機器
- b) 存貨
- c) 於香港境內受保地點以外的可攜式儀器／電腦（不包括電子手帳、手提電話及通訊設備）
- d) 契約、文件、卡、磁帶、檔案、或幻燈片（非電子版本）
- e) 藝術品
- f) 酒類

伸延保障（僅適用於第一部分的全部內容）

1. 私人物品遺失或損毀

本保單將伸延至保障受保人的僱員在受保地點內的個人物品的遺失或損壞，惟不超過列明於保障項目表內任何一個受保期內的最高賠償額。

2. 短暫遷離

本保單將伸延至保障財物（但不包括存貨、可攜式儀器、契約、不可轉讓文件、個人物品、衛生設備、固定玻璃）因清潔、翻新或維修或其他類似原因而須要臨時搬離受保地點（但仍在香港境內）造成之損失或損毀，惟本公司在任何一個受保期內因此所承擔的賠償責任，合共將不超過保障項目表內列明「財物」投保額的 15%。

3. 清理殘餘物

本保單將伸延至保障在發生可獲本部分賠償的損失後，從受保地點清除殘餘物而必需及合理招致的費用，包括拆除、拆毀、支撐或承托有關財物，上限為保障項目表所列的最高賠償額。

4. 在運送途中遺失或損毀文件、契約、地圖、計劃書及檔案之重整費用

本保單將伸延至保障任何文件、契約、地圖、計劃書及檔案從受保地點運送到香港任何地點途中而遺失或損壞而需要重整或重新複製所需費用（而並非其內在或其他價值），惟本公司於任何一個受保期內的賠償責任將不超過列於保障項目表內的最高賠償額。為免存疑，此伸延保障僅涵蓋用於重新複製此類契約或文件所需的文書費用，而非文件內的資料對受保人而言的價值。

5. 固定玻璃意外破裂

本保單將伸延至保障因意外損毀而須更換位於受保地點內的固定玻璃（儘管本部分第 1h 不保事項另有規定）和商店門面招牌，以及必需臨時堵住受損玻璃的合理費用，惟本公司於任何一個受保期內的賠償責任將不超過列於保障項目表內的最高賠償額。固定玻璃是指門、窗、鏡子、隔板、陳列櫃、櫃檯和架子（包括鍍銀、鍍字、彎曲、裝飾）或其他特別玻璃。若固定玻璃在損毀前已完全且正確地固定或安裝，本公司方對此伸延保障負責。

6. 電腦系統紀錄遺失或損毀

本保單將伸延至保障因電腦設備（作為本部分受保財物一部分）內的現有紀錄發生任何不可預計或突發的實在損失或損壞後，重組電腦系統紀錄所需之費用，惟重組工作僅限於文職人員用於複製此等紀錄的費用，而本公司於任何一個受保期內的賠償責任將不超過列於保障項目表內的最高賠償額。任何與生成紀錄及信息相關的任何費用，以及此類紀錄中包含的信息價值均不包括在內。

7. 滅火費用

本保單將伸延至保障屬於受保人或受保人在法律上須負責的滅火器及／或自動灑水器的噴射頭，因受保地點發生火災或爆炸後的重新裝置或更換費用，惟本公司於任何一個受保期內的賠償責任將不超過列於保障項目表內的最高賠償額。

8. 保額自動復效

若發生財物損失或損毀，本保單之保障額將會在損失或損毀後立即自動回復。惟本公司保留按比例收取從損失造成之日起至保單屆滿期間的額外保費之權利。

9. 受保地點的室內改建、添置或維修

本保單容許對受保地點、機器、固定裝置及用具、機械和 未完工程進行內部改建、添置或維修（即「合約工程」）。在合約工程期間，本保單提供的

保險仍然有效，惟工程合約價不可高於保障項目表訂明本項目的限額，而合約工程必須在受保期內進行。對於任何其他由受保人或其承包商投保的保單所能追討的索償，本公司概不承擔任何責任。

10. 因盜竊引致受保地點內的損毀

本保單將伸延至保障因發生涉及以強行及暴力形式進出受保地點的盜竊或意圖盜竊而令受保地點遭受的損失或損毀，惟本公司於任何一個受保期內的賠償責任將不超過列於保障項目表內的最高賠償額。此伸延保障不包括未有在事故發生後 24 小時內向警方報案的任何損失。

11. 因盜竊而需要更換門鎖

本保單將伸延至保障因發生涉及以強行及暴力形式進出受保地點的盜竊或意圖盜竊而需要為受保地點已受損壞的門鎖更換相似但並非更好門鎖費用。此伸延保障不包括未有在事故發生後 24 小時內向警方報案的任何損失。

12. 公司招牌損毀

本保單將伸延至保障受保人放置於受保地點大堂的公司招牌的損失或損毀，而有關招牌是由受保人承擔法律責任，惟本公司於任何一個受保期內的賠償責任將不超過列於保障項目表內的最高賠償額。

13. 捲門及閘門損毀

本保單將伸延至保障由受保人承擔法律責任的捲門及閘門的遺失或損毀，惟本公司於任何一個受保期內的賠償責任將不超過列於保障項目表內的最高賠償額。

14. 存貨運送（只適用於存貨）

本保單將伸延至保障一般商品的貿易存貨和貿易樣辦在由受保人或其任何僱員對於任何一個事件進行的收集或付運途中的損失或損毀。對於任何其他由受保人或其承包商投保的保單所能追討的索償，本公司概不承擔任何責任，而本公司的賠償責任將不超過任何一個受保期內列於保障項目表的最高賠償額。

15. 於銷售旺季節性投保額調高（由 11 月至 3 月或保單資料頁列明之其他期間）（只適用於存貨）

在 11 月至 3 月銷售旺季期間或經本公司同意列明於保單資料頁內之受保期內任何其他時間，本保單將自動把存貨保額提升 20%（即在保單資料頁內列明的存貨保額之上）。

II. 自選保障一 存貨（若在保單資料頁內選擇此項方適用）

自選存貨升級保障

倘保障項目表上第一部分「基本保障 - 財物及存貨」b 項存貨的應付的賠償金額已超出保障項目表內的最高賠償額，本保障則會支付超出根據第一部分「基本保障 - 財物及存貨」b 項存貨的應付賠償金額的差額，惟受限於保障項目表列明的最高賠償額。

額外條款（僅適用於第一部分的全部內容）

A. 錯誤與遺漏條款

本保單不會因以下情況而失效：

- a) 任何對投保項目的陳述中出現非蓄意或無意的錯誤及遺漏；或
- b) 無論會否構成風險增加，因對非由受保人佔用之受保地點或其部分進行或將進行任何事項，而違反保單條件或條款。

若受保人獲悉該等錯誤、遺漏或錯誤的事實陳述後，應盡快在切實合理的情況下通知本公司，並須從風險增加日起應本公司的要求繳付適當的額外保費。

B. 額外費用條款

若受保地點的任何部分出現本公司須負責的損毀，本保險單提供的賠償應包括：

- a) 為交付任何零件而必須支付的快遞或特別送貨費用；及
- b) 在進行授權的維修工作時，為加快維修（包括於星期日、假期和夜間工作）而必須支付的加班人工費用；

惟本公司根據本條款的責任將不超過經評定後損失的 10%。

C. 時間調整條款

若因颱風、暴風、暴風雨、水災或地震造成受保財物損失或損毀，由這些危險所引起的每次及每項索償的自付額需在颱風、暴風、暴風雨、水災或地震結束後 72 小時起重新適用及再次扣減。

條件（僅適用於第一部分的全部內容）

1. 財物的投保額指第一部分受保財物的重置成本。在符合下列條件的情況下，本公司將以下列方式向受保人支付賠償：

- a) 倘受保財物完全損毀或損失，就受保財物支付重建或更換費用；或
- b) 倘受保財物損毀，支付維修或復原損毀部分的費用以恢復財物至與原本狀況相同，但並非比原本財物更好的狀況

惟

- (i) 其重置必須儘早處理；以及
- (ii) 重置費用必須已實際招致並有文件證明。

若不符合上述條件而受保財物的投保額低於重新重置受保財物的成本，索賠將按彌償基礎支付。

- 2. 存貨的投保額指購置費用。有關存貨損失或損毀的索賠，本公司將以付款理賠，但有權選擇以重置或更換方式作賠償。
- 3. 在財物遭損失、受破壞或損毀時，第一部分的每一項目索賠將按彌償基礎支付和追討，上限為列於保障項目表的最高賠償額。
- 4. 如有任何受保項目由一對或一套組成，本公司將不支付超過任何損毀或遺失部份之價值，即使該物件（一件或多件）因屬一對或一套之部分而具特別價值；同時亦不會支付超過該物件與該一對或一套物件總值相對之比例價值。

不保事項（僅適用於第一部分的全部內容）

- 1. 本公司不負責賠償：

- a) 因偷竊而招致的損失，以暴力或威脅暴力對人或強行和以暴力進出受保地點而招致的損失除外；
- b) 任何機電裝置設備或器具因本身超速運行、短路、壓力過大或自燃，但由此而產生的損失或損毀則並不包括在內；
- c) 損耗、蛀蟲、寄生蟲、昆蟲、真菌、濕氣、乾旱、鐵鏽、腐爛、磨蝕、陽光照射或空氣的影響、溫度改變和逐漸產生影響的誘因；
- d) 電子或機械損壞、機器或設備失效或故障；
- e) 辦公室或商舖儀器及設備的不當使用或不依照製造商的說明書或規格使用；固有瑕疵、潛在缺陷、逐漸老化、變形、扭曲或物料、規劃或規格上的設計失誤；
- f) 弄凹、碎裂、毀損或刮擦；
- g) 陶瓷、瓷器或其他脆弱易碎物品的破損（固定玻璃除外），除非因火災或爆竊所致；
- h) 固定的玻璃；
- i) 任何只在盤點時發現或因為整理存貨清單、錯誤歸檔或錯誤放置資料而導致的存貨失蹤或短缺；
- j) 受保人及／或其僱員的操作錯誤或遺漏；
- k) 任何清潔、維修或翻新、保養、修復或染色的過程；
- l) 受保地點連續 30 天以上沒有人佔用後該處的財物的損失或損壞；
- m) 由受保人、其合夥人、董事或僱員所引致的惡意損毀；
- n) 任何生物、牲畜或植物；
- o) 任何延誤、市場損失或任何類型的功能喪失或後果損失／損毀；
- p) 受保人、其合夥人、董事或僱員的偷竊、不誠實、欺騙或許騙行為；
- q) 收縮、蒸發、重量減少、污染、玷污、味道、顏色、質感或光潔度的改變，除非該損失、損毀或毀壞是由本部分的受保事項直接引起；
- r) 鍋爐、節能器、容器管道或管接頭的爆裂、斷裂、崩塌或過熱，或鍋爐焊條的滲漏或故障；或
- s) 由任何官方當局造成之充公或扣留。

- 2. 本公司不負責賠償文件、手稿、商業帳簿、證書及錄音帶和光碟（包括電腦磁帶和光碟）包含的資料對受保人而言的價值的損失或損壞。

第二部分 — 業務中斷保障

釋義（僅適用於第二部分的全部內容）

- 1. 「賠償期」指由引致業務中斷的損失發生日起，直至不遲於保單資料頁內所載本保單承保的賠償期結束的期間，該損失導致業務的業績受到影響。
- 2. 「損失」是指在本保單第一部分承保的財物的損失或損毀，前提是必須已根據本保單第一部分作出付款或承擔賠償責任，惟該付款或賠償責任因低於自付額而在本保單的保障範圍則除外。

保障

若受保人位於受保地點內的業務因損失而中斷或暫停，本公司將根據本部分就下列事項向受保人作出賠償，上限為列明於保單資料頁的賠償期內的投保額：

1. 額外開支

純粹為避免或減輕受保人業務因財物或存貨遭受損毀而須中斷或受阻所引致的必要及合理額外開支，惟須減去於賠償期內（至有關損毀發生日的 12 個月）因業務受損毀導致停止或減少生產所省回的受保常務開支。

伸延保障（僅適用於第二部分的全部內容）

1. 專業會計師費用條款

本保單將伸延至保障受保人須支付予合資格會計師或審計師以提供任何所需詳情、細節或其他證明、資料或證據的合理費用，而此等詳情或細節的匯報是根據受保人的賬目或其他賬簿或文件進行，惟本公司於任何一個受保期內的賠償責任將不超過列於保障項目表內的最高賠償額。

2. 通道受阻條款

若受保地點附近財物因本保單第一部分並不排除之外意外損毀，令到達或使用受保地點受阻而引致受保業務中斷，本公司將向受保人作出賠償。

3. 公共設施故障條款

若受保人因向受保地點提供電力、燃氣、自來水及電訊服務的任何公共設施的陸上建築物財產受損而導致受保人業務中斷或受阻，本公司將根據本保單就因此而引致的受保損失作出賠償。

惟本公司將不承擔政府、市立或地方政府或能源機構為了保障生命或保護供應系統的任何部分而作出的故意行動或沒執行任何行動或這些機構行使權力去扣壓或制約或者限制供應而導致的業務中斷，不單一地由於受保災害導致公共設施系統或設備受損毀。

條件（僅適用於第二部分的全部內容）

在任何情況下，本公司在本部分的賠償責任將不超過保單資料頁列明的投保額，即相當於每個受保項目的保額，但就本部分而言，以下條款將會適用：

- 可從索償中扣除因損失而導致業務收費及開支在賠償期內停止或減少所節省的任何金額；
- 如受保人業務由多個部門執行而又可確定各部門的獨立貿易業績，則賠償應分別適用於受損失影響的每個部門，惟若投保額低於受保人業務（不論是否受損失影響）的所有部門的款額總和，可支付的金額將按比例減少。

不保事項（僅適用於第二部分的全部內容）

本公司在下列情況下將不須負責賠償：

- 若受保人業務已解散、清盤或正由清盤人或破產管理人接管，或已停止經營；
- 若受保人在業務內之權益已失去／終止；或
- 發生在列於保單資料頁的「免賠期限」內的損失。

第三部分 — 金錢保障

釋義（僅適用於第三部分的全部內容）

「業務時間」指受保人通常在受保地點進行業務的時間，即受保人、其任何合夥人、董事或通常負責管理金錢的僱員通常實際身處在受保地點內的時間。

保障

本公司將就以下任何一個情況，就與受保人相關的業務在香港任何地方或在受保地點的金錢損失，向受保人作出賠償，上限為保障項目表列明的最高賠償額：

- 金錢損失包括劃線支票、劃線郵政匯票、劃線匯票及劃線銀行匯票
- 除上述項目 1 以外的金錢損失
 - 在業務時間內運送途中的金錢
 - 在業務時間內存放於受保地點內的金錢
 - 在非業務時間內，存放於受保地點內已上鎖的夾萬或保險庫中的金錢
 - 在非業務時間內，存放於受保地點但未有存放於上鎖的夾萬或保險庫中的金錢
 - 於運送來往至授權僱員住所途中的金錢
 - 存放在銀行夜庫中因意外造成的金錢損失
- 由盜竊或企圖盜竊導致的夾萬或收銀機的損失或損毀。

條件（僅適用於第三部分的全部內容）

- 任何夾萬、保險庫或任何類型藏有金錢的上鎖裝置，其鑰匙或密碼在業務時間結束後沒有被遺留於受保地點內。
- 受保人應妥善記錄和記錄所有金錢交易以便本公司能準確地確定損失金額。

不保事項（僅適用於第三部分的全部內容）

本公司將不負責就下列任何索償作出賠償：

- 因任何合夥人、董事或僱員的偷盜、不誠實、欺騙或詐騙導致的損失；
- 因文書或會計錯誤及遺漏而引致的短缺；
- 因業務交易而導致的損失
- 不可解釋的金錢消失；
- 無人看守的車輛內的損失；
- 在香港以外發生的金錢損失；
- 在郵遞過程中或因此而造成的金錢損失；
- 除受保人合夥人、董事或其授權僱員以外託付予之任何人士的金錢損失；
- 受保地點的金錢損失，除非是因強行和以暴力進出（並留下可見痕跡）而招致；或
- 夾萬、保險庫或任何類型的上鎖裝置被他人使用鑰匙、複製鑰匙或密碼打開而造成的損失，除非透過對任何人士使用暴力或暴力威脅而達致；

第四部分 — 公眾責任

保障

若受保人因下列情況負上法律責任並須作出賠償，本公司將會向受保人支付所有賠償款項：

- (a) 第三者的意外死亡或身體損傷；或
- (b) 屬第三者擁有的財物意外損失或損毀

而上述情況是因受保人或其僱員在受保期內於受保地點與業務相關的疏忽所致。

賠償限額

1. 本公司在第四部分內可支付的所有賠償責任，包括在以下第2段所述的所有支出及費用，不論是就任何一宗意外或在任何一個受保期內，將不超過保障項目表所載的限額。
2. 對於受保人或代表受保人在得到本公司書面同意下所招致的支出及費用，本公司亦會向受保人作出賠償。

伸延保障（僅適用於第四部分的全部內容）

1. 海外公幹條款

本保單將伸延至保障受保人任何非體力勞動僱員或董事因受保業務而偶爾須赴香港境外進行商務訪問時造成第三者身體損傷或財物損毀並須負上法律責任而作出的所有賠償，惟有關責任須在受保期內發生，而且該等僱員及董事必須遵守、履行及受本保單內的條款、不保事項及細則規限。

2. 租客之法律責任條款

本保單將伸延至保障受保人作為租客因租用或佔用的受保地點遭損毀而須向業主賠償的法律責任，惟此附加保障不適用於根據協議而承擔的責任，而若無該等協議則不會負上的任何責任。

3. 食物及／或飲品中毒條款

本保單將伸延至保障受保人因在受保地點內售賣或供應的食物或飲品導致任何訪客遭受任何類型食物中毒而須承擔法律責任的索償。惟保險條款規定，受保人應在任何時候採取一切可能的預防措施，防止任何食物及／或飲品變質和確保不受污染，適合人飲食之用。在此延伸保障下，本公司的賠償責任不超過任何一個受保期內列於保障項目表的最高賠償額。

4. 廣告霓虹燈／招牌之法律責任條款

本保單將伸延至保障因在受保地點五米範圍內受保人已固定及安裝於妥當位置的廣告標誌或裝飾或類似物品引致或與之有關的第三者身體損傷或財物損毀而須負上法律責任的所有賠償。惟在此延伸保障下，在每一宗意外內，本公司的賠償責任不超過任何一個受保期內列於保障項目表的最高賠償額。

此伸延保障並不適用於受保人正在或代表其正在進行架設、維修或修理的霓虹／廣告標誌和裝飾。

受保人須保證應遵守所有法定法例、附例和規例，並在任何時候確保霓虹／廣告標誌和裝飾設施保持良好保養狀態。若發現任何瑕疵，受保人應立即加以修復，同時應按所需情況採取額外預防措施防止意外事故。在發生任何意外後，在未經本公司同意前，不得更改廣告標誌的位置或對其進行維修，直至本公司有機會對其進行檢查為止。

5. 急救

本保單將伸延至保障受保人由於或聲稱由於在受保地點內向客戶或其他人士進行或提供急救或類似處理導致他人身體損傷而須負上法律責任所作出的所有賠償。

但必須符合以下情況：

- a) 明確排除任何因誤診而產生的法律責任；
- b) 進行急救或類似處理的人士不得從任何其他保險獲得賠償，否則，從本保單所獲之賠償僅為超過由該份其他保單所提供的金額的部分；及
- c) 進行急救或類似處理的人士應如受保人一樣，在所有適用情況下遵守、履行並受本保單適用之條款、不保事項及細則所規限。

6. 福利、社交及體育會所

本保單將伸延至保障受保人及／或受保人之福利、社交或體育會所及／或任何其個別成員因在代表這類會所（不論是否委員身份）在香港進行與其作為福利、社交或體育會所的職能相關的活動時引致意外造成他人身體損傷或財物損毀的法律責任。

但必須符合以下情況：

- a) 這些會所及／或成員不能從任何其他保單獲取賠償，否則，從本保單所獲之賠償僅為超過由該份其他保單所提供的金額的部分；及
- b) 這些會所及／或成員應如受保人一樣，在所有適用情況下遵守、履行並受本保單適用之條款、不保事項及細則所規限。

7. 對董事、合夥人或僱員的法律責任

本保單將伸延至保障受保人之董事、合夥人或僱員因個人身份導致而負上法律責任的索償。

此伸延保障必須乎合以下情況方適用：

- a) 若索賠是向受保人提出，受保人則有權根據本保單獲得賠償；
- b) 受保人之董事、合夥人或僱員不能從任何其他保險獲取賠償，否則，從本保單所獲之賠償僅為超過由該份其他保單所提供的金額的部分；及
- c) 受保人之董事、合夥人或僱員應如受保人一樣，在所有適用情況下遵守、履行並受本保單可適用之條款、不保事項及細則所規限。

8. 獨立維修工程商的法律責任

本保單將伸延至保障受保人由於或因為在所擁有、佔用或管理的任何場所進行改建或添置的合約工程導致人身傷亡或財物損毀而須負上法律責任所作出的所有賠償，惟本公司的賠償責任不超過列於保障項目表的最高賠償額。

對於在受保人或受保人之承包商名下的其他有效保單內任何可被索賠的索償責任，本公司概不承擔責任。

不保事項（僅適用於第四部分的全部內容）

LMA5396 傳染病不保條款

1. 儘管本保單中有任何相反規定，但本保單並不涵蓋所有實際或所謂的損失、責任、損害、賠償、傷害、疾病、病症、死亡、醫療費用、辯護費、成本、費用或任何其他直接或間接的金額，而該金額不論有否其他任何同時出現或按任何順序之因由，

- 與傳染病或對傳染病的恐懼或威脅（無論是實際的還是感知的）或與之相關的疾病所引起、造成、產生、貢獻、導致而造成。
2. 就本不保事項而言，損失、責任、損害、賠償、傷害、疾病、病症、死亡、醫療費用、辯護費、成本、費用或任何其他金額，包括但不限於清潔、排毒、去除、監測或測試傳染性疾病的任何費用。
 3. 如本條款所述，傳染病是指可通過任何物質或媒介從任何生物體傳播給另一生物體的任何疾病，其中：
 - 3.1. 物質或媒介包括但不限於病毒、細菌、寄生蟲或其他生物體或其任何變種，不論其是否被視為活體，及
 - 3.2. 傳播方法，不論是直接或間接，包括但不限於空氣傳播、體液傳播、從任何表面或物體、固體、液體或氣體或生物體之間的傳播，以及
 - 3.3. 該病症、物質或媒介可導致或威脅人身傷害、疾病、情緒困擾、對人類健康的損害、人類福祉或財產損失。

網絡不保事項

本保單不適用於並明確排除因下列情況在整體或部分程度上直接或間接而引致、導致或構成的任何種類的損失：

- a) 使用或錯誤使用互聯網或類似設施；
- b) 任何數據或其他資料的電子傳輸；
- c) 任何電腦病毒或類似問題；
- d) 使用或錯誤使用任何互聯網地址、網站或類似設施；
- e) 載於網站或類似設施上的任何數據或其他資料；
- f) 任何電腦系統的數據損失或損毀，包括但不限於硬件或軟件（除非此類損失或損毀是由地震、火災、水災或風暴引起）。
- g) 互聯網或類似設施的運作或故障，或任何互聯網地址、網站或類似設施的運作或故障（除非此類故障是由地震、火災、水災或風暴引起的）；或
- h) 任何無論蓄意或無意的侵權行為或侵犯知識產權（包括但不限於商標、版權或專利）的行為。

本公司將不負責就本保單對下列情況作出賠償：

1. 根據與受保人訂立的服務或學徒合約而受僱的任何人士的身體損傷或疾病的責任，而該等身體損傷或疾病須因與受保人的僱傭關係且在受僱或服務期間產生，或者是任何傷者或其受養人根據僱員補償條例（香港法例第282章）或其修訂條例向受保人提出的索償或索賠；
 2. 任何因協議而附加於受保人的法律責任，而若無該協議則本應不會附加於受保人的該等法律責任；
 3. 由土地、建築物或任何其他財物的震動、拆卸、轉差或地面支撐力受影響而造成的損失；
 4. 因污染或沾污所致的身體損傷或損毀，除非是由突發、非蓄意及預料之外的事故所引致；
 5. 罰款、罰則、懲罰性或懲戒性賠償；
 6. 直接或間接由於手工藝不良或低劣引致的責任；
 7. 下列財物損失或損毀所引致的責任：
- a) 屬於或由受保人或受保人的任何僱工或代理人負責或控制的；或
 - b) 屬於受保人或受保人的任何僱工或代理人正在工作或一直在工作的任何財產或土地或建築物或結構的一部分，除非在上述第四部分第2項延伸條款內另有規定；
 8. 由下列原因造成、經由此引起或相關的身體損傷、損失或損毀的責任：
 - a) 由受保人或代表其擁有、持有、使用、裝載或卸載的：
 - i) 任何由機械驅動而能自行驅動或附於自行驅動車輛上，並按《道路交通條例》（香港法例第374章）所適用的情況下使用的車輛（或機器）；
 - ii) 受任何類型汽車保險保單保障且受益人為受保人的車輛（或機器）；或
 - iii) 任何海洋船舶及／或電單車、汽車、機車、船舶、起重機、吊車／絞車或其他起重機械；
 - b) 與由受保人提供的食物和飲料以外的任何產品相關的索償，惟提供予任何訪客及／或受保人於餐廳、體育及社交會所提供的僱員使用的則除外；
 9. 由受保人或任何僱員直接或間接而起的誹謗及／或中傷所引致的責任；
 10. 任何故意或惡意行為或任何犯罪活動；
 11. 任何由蒸汽壓力下運行的鍋爐、容器或器具爆炸引起或導致的財物損失或損毀；
 12. 因受保人擁有、佔用、租用或照管、監管或控制的財物，或受保人因任何目的正於該處行使實際控制權或正在或一直於該處工作的財物的損毀所引起的責任；
 13. 由受保人銷售、提供、服務、加工、翻新、修理或測試的貨物或其容器的性質或狀況而引起、與之相關或導致的損失或損毀，或受保人或其僱員或代理人使用、應用或管理任何商品之行為所引起的損失或損毀；
 14. 由受保人擁有、使用或對其維修負有法律責任的任何升降機、電梯、自動扶梯、起重機或吊車引起、與之相關或導致的損失或損毀；
 15. 直接或間接因傳染性或感染性疾病而導致任何人士身故或身體損傷包括疾病的責任；
 16. 因受保人提供或未能提供專業建議或服務或任何相關錯誤或遺漏所引起的任何責任；
 17. 由互聯網或電子商務相關活動及／或風險引起的任何責任；
 18. 由受保人提供的任何專業責任、恆常的工作、治療、藥物或服務引起的所有損失、損毀、費用或索償；或
 19. 受保人因其任何參與者／成員／學生對另一名參與者／成員／學生造成意外身體損傷或財物損毀而須負上法律責任所作出的所有賠償。

第五部分 — 忠誠保障

保障

本公司將就受保人在受保期內因其僱員的任何欺詐或不誠實行為而直接導致的金錢或財物損失作出賠償，惟：

- a) 任何欺詐或不誠實行為必須由一名或多名特定僱員在受保期內作出；
- b) 任何欺詐或不誠實行為必須在受保期內或受保期限屆滿後的15天內被發現；
- c) 任何欺詐或不誠實行為必須在相關僱員身故、被解僱或其僱用合約屆滿後的15天內被發現；
- d) 任何受保人應支付予相關僱員的款項應從索賠金額中扣除；
- e) 必須在發現欺詐或不誠實的行為後的24小時內報警；及
- f) 必須在發現欺詐或不誠實的行為後的14天內向本公司報告。

不保事項（僅適用於第五部分的全部內容）

本公司不會賠償：

1. 由任何無人看守的車輛造成的損失或損毀；
2. 由於任何會計錯誤或遺漏或任何折舊而造成任何短缺；
3. 在香港以外發生的損失或損毀；
4. 灰萬、保險庫或任何類型的上鎖裝置被他人使用鎖匙、複製鎖匙或密碼打開而造成的損失或損毀，除非該鎖匙、複製鎖匙或密碼是透過對僱員使用暴力或暴力威脅而達致；
5. 任何類型的後果損失；
6. 受任何其他保險更加明確保障的損失或損毀。

第六部分 — 僱員補償（自選保障）（若在保單資料頁內選擇此項方適用）

釋義（僅適用於第六部分的全部內容）

1. 「意外」指一次或多次因同一事件而引起的意外事故。
2. 「公司賠償」指根據本保單提供的賠償，包括經本公司書面同意下由受保人或代表其所引致的費用和開支。
3. 「疾病」指受保人的僱員受僱於受保人期間因暴露於工作環境及性質而感染的疾病。此類風險可能會持續一段時間，其中部分時間可能會超出本保單的受保期。
4. 「收入」指受保人向其僱員支付的所有總工資、薪酬、報酬、佣金、獎金、加班費、終止聘用款項、津貼及類似款項、董事酬金或其他福利，無論是以逐件還是其他方式計算，並無論以現金或實物形式支付。
5. 「本地區」指香港特別行政區的地域範圍或由本公司同意的其他地方。
6. 「噪音所致的失聰」指與《職業性失聰（補償）條例》（香港法例第 469 章）所賦予的涵義相同的意思。
7. 「條例」指《僱員補償條例》（香港法例第 282 章）。

8. 「塵肺病」和「間皮瘤」指與《肺塵埃沉著病及間皮瘤（補償）條例》（香港法例第 360 章）所賦予的涵義相同的意思。

保障

若任何受保人直接聘用的僱員因意外或疾病在受保期及本地區內因受保人的業務關係在工作期間導致身體損傷或身故，本公司將按照保單賠償限額，就條例及在獨立於該條例下，須為受保人就該等人身體損傷或身故承擔法律責任而支付的補償和損害賠償，以及對索償人的費用及開支作出賠償，並會就在本公司的書面同意下，由受保人或其代表所引致的費用及開支作出賠償。

但在受保期或之後如條例有任何修改，改變受保人條例下的法律責任，本公司在本保單的賠償金額則限於條例未修訂前的受保額。

倘若受保人（若為自然人）去世，本公司對受保人所涉及的法律責任方面將根據本保單向受保人之個人法律代表作出賠償，但該等代表必須如受保人一般，在所有適用情況下遵守、履行並受本保單適用之條款規限。

伸延保障（僅適用於第六部分的全部內容）

1. 僱員的體育活動、社交及康樂活動條款

若受保人的僱員在參加受保人所舉行及贊助的任何員工福利和社交活動時受傷，任何在此情況下發生的意外事故應被視為因受僱於受保人而引起並於受僱期間發生。

2. 海外公幹條款

本保單將伸延至為所有非體力勞動僱員在公幹時提供全球範圍的保障。

3. 在特殊天氣情況下工作

若任何受保人的僱員被受保人要求在異常天氣情況下前往工作場所，並在直接前往工作場所或直接回家途中遭受身體損傷或身故，就本保單而言，該等身故或身體損傷應被視為僱員由於其受僱職務或在其受僱期間發生。

「特殊天氣情況」指香港天文台發出的黑色暴雨警告及／或 8 號或更高級別的颱風信號。

保單賠償限額（僅適用於第六部分的全部內容）

- a) 就本保單為受保人承保的任何意外或疾病索償而言，本公司向受保人作出的賠償，總額上限為列明於保單資料頁上的「保單賠償限額」，無論在同一場意外事故或疾病感染中可能導致或造成多少名僱員身體損傷或死亡。
- b) 若受保人對僱員因其受僱於受保人的受僱性質而感染疾病，而此受僱性質超過一個受保期，就受保人對此而須承擔的任何責任而言：
 - (i) 本公司根據所有保險保單向受保人作出的賠償總額，將不超過僱員在受僱期間首次感染疾病時生效的保單所列賠償限額；及
 - (ii) 在不抵觸本文 (b) (i) 段的限制下，本公司根據本保單向受保人作出的賠償，將以受保人就有關疾病所須承擔的責任比例為上限，即若僱員在本保單受保期內的受僱期間感染疾病，則須就有關疾病在整個受僱期作出賠償。

- c) 若任何意外事故或疾病導致本公司須向超過一名受保人作出賠償，本文（a）及（b）段所述有關本公司的責任限制將適用於向所有受保人作出的賠償總額。
- d) 如出現任何足以就本保單作出索償的意外事故或疾病，本公司可隨時向受保人支付本文（a）或（b）段所述有關本公司責任部分的全數款額（扣除任何已支付的賠償），或有關索償的較低和解款額，以及放棄任何與索償有關的抗辯、和解或訴訟行為，其後亦毋須承擔有關行為的任何補償、損害或費用，或受保人在本公司放棄有關行為後所產生的任何費用或開支，或因本公司的任何有關行為或遺漏，或本公司放棄該等行為而令受保人招致的任何損失、損害或開支。
- e) 在符合下文第六部分保費（b）段的規限下，受保人如不足額申報實際收入，本公司會因此按比例減少償付受保人須補償其受傷僱員的金額，受保人需按比例承擔賠償餘額。如受保人沒有按此要求向本公司申報實際收入金額，就本條款而言，受保人在受保期生效時提交的估計收入金額將被視為實際收入金額，並以此釐定是否投保不足。

條件（僅適用於第六部分的全部內容）

1. 豁免某些條款及追討權

若然根據條例本公司須支付一筆在本保單第六部分下無須支付之數額，則保戶須向本公司歸還該數額。

2. 保費

- a) 在受保期尚未生效之前，受保人須向本公司提供在受保期內受本保單保障的僱員的估計收入聲明（該份聲明在此名為「**估計收入聲明**」），而受保人以此聲明為基礎，預付保費。
- b) 在受保期屆滿後 90 日內或取消本保單時，受保人須向本公司提交已填妥的保費調整及收入申報表格，申報受本保單保障僱員在受保期內的實際收入金額，並提供有關證明文件（該份聲明在此名為「**實際收入聲明**」）。若實際收入與估計收入不同，則須視乎情況而定，受保人須向本公司補交按比例調整的保費，或本公司按比例退回款項。
- c) 受保人須向本公司繳付保費作為本保單提供彌償的代價，此保費包括根據上述（a）及（b）段計算所得的預付保費及調整保費之總和。
- d) 就本保單而言，受保人應經常妥善記錄在受保期內受僱於受保人經營之業務並受本保單保障之僱員的姓名、香港身份證號碼、受僱工作類別及收入，並存放在一個安全地方，以供本公司在任何適當時候查閱及索取受本保單保障的僱員紀錄之複本。
- e) 假如受保人不予以合作，未能向本公司提交已填妥的保費調整及收入申報表格，在沒有損害本公司的其他權利情況下，本公司可以在本保單到期時，不提供續保。

3. 恐怖主義活動條款

不論本保單或其任何批註中含有任何相反條款，現謹此同意因任何恐怖活動或因採取任何行動以控制、預防或遏止恐怖活動，或以任何方式與任何恐怖活動有關而直接或間接引致、產生或造成受保人因意外或疾病而身體損傷或死亡（「**有關損**

失」」，無論有關損失是否由任何其他因由或事件同時或以任何時序所引致：

- a) 保單賠償限額將為本公司接獲中華人民共和國香港特別行政區政府（「**政府**」）的實際款額，即根據政府與本公司在2002年1月11日訂立的融資協議條文，政府同意向本公司及其他獲授權在香港從事僱員賠償承保業務的其他直接保險公司作出的融資額，以便按僱員賠償保險保單，就恐怖主義活動所造成的死亡及受傷作出賠償（「**融資協議**」）；
- b) 本公司只會於接獲政府發出（i）批准通知書，確認本公司應作出有關賠償；及（ii）收到政府根據融資協議所支付的賠款後，始須支付賠款；及
- c) 為免存疑，若本公司因任何原因而沒有接獲政府根據融資協議作出的款項，無論這是否因政府認為有關損失並不納入融資協議的賠償範圍之內，或因本公司違反融資協議，本公司亦沒有義務作出有關賠償。

就本段而言，「**恐怖主義行為**」是指任何個人或團體，無論單獨或代表任何機構或政府或與其相關之人士或團體，因政治、宗教、意識形態或其相類似等目的，或懷著包括影響任何政府及／或引起公眾或任何部分公眾恐慌的意圖，包括但不限於利用武力或暴力及／或威嚇手段而作出的行為。

若本公司宣稱有關損失屬於本批註所述範圍之內，提出任何相反舉證的責任須由受保人承擔。

倘若本條款的任何部分被視為無效或無法執行，其餘部分將仍具有十足效力及有效。

4. 支付索償條件

a) 索償通知等

遇有發生任何事故導致根據本保單進行索償時，保戶應以書面盡速通知本公司並提供全部細節。受保人如獲悉與引致本保單索償的事故有關而即將進行的起訴、調查或死因研訊，須立即以書面通知本公司。受保人在收到任何索償書信、令狀、傳票或法律程序文件後，須立即通知並將有關文件轉交本公司。

b) 本公司之索賠控制

本公司有權在向受保人發出通知後，以受保人的名義就任何索償或針對受保人的起訴接辦及進行抗辯或和解。

如此的話：

- (i) 受保人須按本公司不時酌情提出的要求，提供一切有關資料和援助，包括經由獨立審計師認證為正確的所有僱員的最近薪酬收入紀錄，並將有關全部文件及其他紀錄送交本公司，以便進行有關索償、索求或法律程序；及
- (ii) 未經本公司書面同意，受保人不得作出任何與該等索償、索求或法律程序的有關開支，或提供任何付款提議或訂立任何性質的和解。

c) 受保人支付的索賠付款

若受保人支付了其須負責而本保單亦須提供賠償的索賠的全部或任何部分，受保人應取得相關付款的正式見證的簽名收據，並將與此類付款相關的所有已簽名收據、紀錄和文件妥善保存在安全地方。受保人必須容許本公司於任何合理時間內查閱和取得此類紀錄和文件的副本。

不保事項（僅適用於第六部分的全部內容）

自僱人士或獨資經營者不保事項

本公司不會根據本保單承擔受保人對任何不符合條例中受保人僱員定義的人士，包括自僱人士或獨資經營者的法律責任。

建築工地不保事項

本保單不會就任何與建築工地的工作或職責相關的索賠向受保人作出賠償。

本公司不會根據本保單就下列情況作出賠償：

1. 受保人對其承包商僱員之責任；
2. 受保人因某項協議而產生的任何責任，而若無該等協議則不會負有的任何責任；
3. 因受保人與任何人士協議而不能向該等人士追償本可追討之任何數額；
4. 任何因塵肺病和間皮瘤或噪音所致的失聰的責任；
5. 受保人對任何不符合條例中僱員定義的人士的責任；
6. 按條例或在獨立於條例下，受保人有責任支付的逾期付款、附加費、罰款或懲罰性的賠償；或
7. 在法院或審裁處提出法律程序的任何由意外引致的身體損傷或感染病症，但本公司並無獲得充分通知，因而未能參與有關法律程序。

第七部分 — 個人意外（若在保單資料頁內選擇此項方適用）

釋義（僅適用於第七部分的全部內容）

1. 「**身體損傷／損傷**」指純粹因突發且不可預見的意外事故、暴力、外在及可見事件且獨立於任何其他因素而導致的身體損傷，以及 (i) 在意外事故日期後的 12 個曆月內導致身故 或 (ii) 需要醫療及／或外科手術治療。
2. 「**受保人士**」在本部分而言應僅指受保人的任何僱員。
3. 「**斷肢**」指手腕或足踝關節以上部分的肢體完全永久從身體分離並無法復原。
4. 「**失明**」指完全、永久和不可復原地喪失視力。
5. 「**永久完全傷殘**」指因身體損傷而令受保人士完全喪失能力，導致受保人士持續至少 52 個星期不能從事其正常工作，並在上述時段終結時經本公司許可的醫生或外科醫生檢定證明該情況將令受保人士永久完全失去任何從事有報酬工作的能力，而該狀況並無康復希望。
6. 「**暫時完全傷殘**」指因身體損傷而令受保人士完全無法從事其工作，並且受保人士在意外事故發生後

的 12 個曆月內由合資格的醫生或外科醫生定期照顧和看護。

保障

本部分只在受保人受到本保單第六部分「僱員補償」保障的情況下適用。本公司將就以下情況，根據保障項目表列明的限額支付賠償額或總額：

- (i) 意外身故及永久傷殘 及／或
- (ii) 暫時完全傷殘

而條件是受保人士遭受的損傷是在受保期內於受保地點由火災、搶劫或企圖盜竊而直接引致，並不牽涉任何其他因素。

保障項目表

意外身故及永久傷殘	應付保障 (保額百分比)
a) 身故	100%
b) 永久完全傷殘	100%
c) 肢體失兩肢	100%
d) 肢體失雙目視力	100%
e) 肢體失一肢及單目視力	100%
f) 肢體失一肢或單目視力	50%

條件（僅適用於第七部分的全部內容）

1. 就任何受保人士在每個受保期內的身體損傷所支付的賠償，將不超過保單資料頁內列明每人的總限額。
2. 若受身體損傷，受保人士必須獲得並遵循合資格及註冊的醫生的建議。
3. 本公司保留要求受保人士隨時接受本公司指定的合資格及註冊醫生檢查的權利，而受保人應確保受保人士遵守此要求。

一般條款（除非另有規定，否則適用於所有部分）

1. LMA5401 財產網絡及數據條款 - 「（僅適用於第一至三部分的全部內容）

1. 儘管本保單或其任何批註內有任何相反的規定，本保單並不包括：
 - 1.1 網絡損失；
 - 1.2 因任何資料的無法使用、功能減低、維修、更換、恢復或複製而直接或間接造成、導致、引致、引起或與之相關的任何性質的損失、損害、責任、索償、成本或費用，包括與該資料的價值有關的任何金額；不論是否有任何其他同時或以任何順序發生的任何原因或事件。
2. 倘若本條款的任何部分被視為無效或無法執行，其餘部分將仍具有十足效力及有效。
3. 若此條款與本保單或任何條款中的任何其他與網絡損失或數據有關的詞彙相衝突，則此不保事項將取代該詞彙。

僅適用於本條款的定義：

「網絡損失」指由任何網絡行動或網絡事件（包括但不限於在控制、防止、阻止或補救任何網絡行動或網絡事件過程中採取的行動）直接或間接造成、導致、引致、引起或與之相關的任何損失、損毀、責任、索償、費用或開支（不論其性質為何）。

「網絡行動」指涉及對任何電腦系統之登入、處理、使用或操作的未經授權、惡意或犯罪行為或一系列相關的未經授權、惡意或犯罪行為，而不論其時間和地點，以及是否屬於威脅或騙局。

「網絡事件」指：(i) 涉及對任何電腦系統之登入、處理、使用或操作的任何錯誤或遺漏或一系列相關的錯誤或遺漏；或(ii) 對任何電腦系統之登入、處理、使用或操作的任何部分或全部不可用或故障，或一系列相關的部分或全部不可用或故障。

「電腦系統」指任何電腦、硬件、軟件、通訊系統、電子設備（包括但不限於智能手機、筆記本電腦、平板電腦、可穿戴設備）、服務器、雲端或微控制器，包括上述各項的任何類似系統或任何配置，以及包括任何相關的輸入、輸出、資料存儲設備、網絡設備或備份設施。

「資料」指以電腦系統使用、登入、計算、處理、傳輸或存儲的形式紀錄或傳輸的信息、事實、概念、代碼、數字、符號或表示日期的文字，或任何種類的其他信息。

2. LMA5393 傳染病條款（僅適用於第一至三及第五部分的全部內容）

1. 在所有適用的條款、條件及不保事項規定下，本保單對在受保期內因直接的物質性損失或物質性損毀而引致的損失均提供保障。因此，儘管本保單中有任何其他相反規定，但本保單並不涵蓋任何損失、損害、賠償、成本、費用或任何其他直接或間接的金額，而該金額不論有否其他任何同時出現或按任何順序之因由，與傳染病或對傳染病的恐懼或威脅（無論是實際的還是感知的）或與之相關的疾病所引起、造成、產生、貢獻、導致而造成。
2. 就本條款而言，損失、損害、賠償、成本、費用或任何其他金額，包括但不限於清潔、排毒、去除、監測或測試傳染性疾病的任何費用，用於：

2.1 傳染性疾病；或

2.2 本保單所保障而受到傳染病影響的任何財物。

3. 如本條款所述，傳染病是指可通過任何物質或媒介從任何生物體傳播給另一生物體的任何疾病，其中：

3.1. 物質或媒介包括但不限於病毒、細菌、寄生蟲或其他生物體或其任何變種，不論其是否被視為活體，及

3.2. 傳播方法，不論是直接或間接，包括但不限於空氣傳播、體液傳播、從任何表面或物體、固體、液體或氣體或生物體之間的傳播，以及

3.3. 該病症、物質或媒介可導致或威脅對人類健康或人類福祉造成損害，或可能導致或威脅對本保單所保障的財產造成損害、惡化、價值和市場性損失，或不能使用。

4. 本條款適用於所有額外保障、附加保障、已豁免的任何不保事項，以及其他授予的保障。本保單中所有其他條款、細則及不保事項則維持不變。

3. 資訊科技澄清條款

本保單所保障的財產損壞須指財產本體的實質損壞。

財產本體的實質損壞並不包括數據或軟件的損壞，尤其是由於原本結構遭刪除、破壞或變形，以致數據、軟件或電腦程式發生任何不利的改變。

因此，本保單的保障範圍並不包括下列事項：

- a) 數據或軟件的損失或損毀，尤其是數據、軟件或電腦程式因原本結構被刪減、受損或變形而產生的任何不良變化，以及因該項損失或損毀而導致業務中斷所造成的任何損失。儘管有此項不保事項條款規定，但假如數據或軟件的損失或損毀是因財物本身遭到受保風險造成的實質損毀而直接引致的，則屬本保單的保障範圍。
- b) 因數據、軟件或電腦程式的功能、供應、使用範圍或存取出現缺損而引致的損失或損毀，以及因該項損失或損毀而導致業務中斷所造成的任何損失。

4. 霉菌不保事項條款

不論是否直接或間接由受保風險所造成，因霉菌、青苔、發黴、真菌、孢子、細菌傳播或任何類同微生物、濕漉或乾涸腐爛物導致的損害或損毀。這包括但不限於調查、測試、修補服務的費用、額外支出或因營業中斷所蒙受之虧損。無論是否有任何其他原因或事故與該損失同時持續出現或在其他時間出現，該損失亦不在保障範圍之內。如損失在本保單的保障範圍之內，而其廢棄物清除費用卻因霉菌、青苔、真菌、細菌傳播、濕漉或乾涸的腐爛物、或極度潮濕的出現而增加，本保單將只承擔受保財物在未被上述因素影響下之清除廢棄物的費用。

5. 第三者權利條款

任何不是本保單某一方的人士或實體，不能根據《合約（第三者權利）條例》（香港法例第 623 章）強制執行本保單的任何條款。

6. 滲漏、污染及玷污條款

本保險不保障以下事件的任何責任：

- a) 直接或間接因滲漏、污染或玷污引致的個人損傷或身體損傷、或財物的損失、損毀或不能使用。但本段a) 不適用於因在本受保期間因突然、非故意及不可預見之事件所引致的滲漏、污染及玷污做成個人損傷或身體損傷、或實體物件的損失、或物理損毀／拆毀、或該損毀／拆毀了的財物不能使用的責任。
- b) 消除、廢除或清除滲漏或污染及玷污物的費用，除非是在本受保期間突然、非蓄意及不可預見之事件所引致的滲漏、污染及玷污；及
- c) 罰款或懲罰性賠償。

本條款不會延伸本保單至保障任何本保單不受保的任何責任。

7. 石棉全面不保事項條款

本保單不適用及不承保任何因各類型或數量的石棉直接或間接引起、導致或加劇損失的任何實際或聲稱責任而致的索償。

8. 制裁限制及不保事項條款

儘管本保單有任何相反規定，藉此注意及同意，若本公司就本保單提供的保險，或就此支付的任何賠償或提供的任何保障將使本公司根據聯合國決議或歐盟、英國、美國或適用於本公司的任何司法管轄區的貿易或經濟制裁、法律或法規下(i)面臨任何制裁、禁制或限制，或(ii)導致本公司承受任何制裁、禁制或限制的風險，則本公司不得被視為就本保單提供保險，且本公司亦無須就有關索償支付任何賠償或就本保單提供任何保障。

9. 有關污染及爆炸的恐怖主義不保事項條款

不論是否同時受任何其他原因或事件影響，本公司根據本保單對在下列情況下直接或間接導致的任何損失、損毀、費用或開支概不負責：

因任何恐怖主義行為而引致的

- a) 生物或化學污染；或
- b) 導彈、炸彈、手榴彈、爆炸品

就本段而言，「**恐怖主義行為**」是指無論單獨行事或代表任何機構（一間或多間）或政府（一個或多個）或與該（些）機構或該（些）政府有關的任何人或一群（或多群）人為政治、宗教、意識形態或類似目的包括影響任何政府及／令公眾或任何公眾階層恐懼的意圖而作出的行為，包括但不限於使用武力、暴動及／或威脅使用武力或暴力。

就本段而言，「**污染**」是指由於化學及／或生物質的影響，污染、毒害或防礙及／或限制物品的用途。假若本公司指稱基於此項不保事項條款，有任何損失、毀壞、費用或開支不包括在本保單的保障範圍內，則證明與此指稱相反的情況之責任由受保人承擔。

本不保事項條款不適用於本保單第六部分「僱員補償」。

10. 戰爭及恐怖主義活動不保事項

儘管本保單或其任何批註內有任何相反的規定，不管有沒有其他同時或按任何其他次序促成有關損失的成因或事件，現協定本保單並不包括因下列任何情況而直接或間接導致、引致或與此等行為有關的任何性質的損失、毀壞、費用或開支。

(1) 戰爭、侵略、外敵行動、敵對行為或軍事行動（無論已宣戰與否）、內戰、叛亂、革命、起義、具備民眾起義特質或構成民眾起義的民眾騷亂、軍事或篡奪權力，或

(2) 任何恐怖主義行為

就本段而言，「**恐怖主義行為**」是指任何個人或團體，無論單獨或代表任何機構或政府或與其相關之人士或團體，因政治、宗教、意識形態或其相類似等目的，或懷著包括影響任何政府及／或引起公眾或任何部分公眾恐慌的意圖，包括但不限於利用武力或暴力及／或威嚇手段而作出的行為。

本條款亦不包括直接或間接因任何行為控制、防範、遏止任何恐怖主義行為或與以上第(1)及／或(2)項任何恐怖主義行為有關而採取的行動而造成、導致或與該些行動有關的任何性質的損失、毀壞、費用或開支。

假若本公司指稱基於此項不保事項條款，有任何損失、毀壞、費用或開支不包括在本保單的保障範圍內，則證明與此指稱相反的情況之責任由受保人承擔。

倘若本批註的任何部分被視為無效或無法執行，其餘部分將仍具有十足效力及有效。

以上的不保事項條款第(2)項「任何恐怖主義行為」不適用於本保單第六部分「僱員補償」。

11. 核能風險不保條款

本保單不承保核能風險。

核能風險是指：

- I) 核能發電站場地內的所有物業。任何非核能發電站場地內的核反應爐、反應爐建築物以及其中的設施和設備；
- II) 任何場址（包括但不限於上述(I)提及的場地）的所有財產而用於或一直用於：
 - (a) 生產核能；或
 - (b) 核材料的生產、使用或儲存；
- III) 任何符合地方相關核能保險組織或保險池及／或協會保險資格的其他財產，但只限於該地方保險組織或保險池及／或協會所要求的程度；或；
- IV) 向上述(I)至(III)所述的任何場地提供貨物及服務，除非此類保險排除核材料的輻照和污染的危險。

除非在以下有所提及，核能風險不包括：

- (i) 任何與以上第(I)至(III)項所述的財產（包括承包商的設備和機械）的建設、架設、安裝、更換、維修、保養或關閉相關的任何保險；或
- (ii) 未涵蓋在以上第(i)項範圍內的任何機械故障或其他工程保險；

惟在任何情況下，本保單不承保核材料的輻照和污染的危險。

然而，上述豁免不會伸延至：

- (1) 為以下事項提供的任何保險：
 - (a) 核材料；或
 - (b) 在與相關的當地核能保險組織／保險池及／或協會協定下，就引入核材料而言，位於高放射性區域或任何核設施區域內的財產，或就燃料裝載或達到第一臨界度而言的核反應爐設施；或
- (2) 為下列風險提供的任何保險：
 - 火災、閃電、爆炸；
 - 地震；
 - 飛機或其他飛行裝置或從其掉落之物件；
 - 輻照和放射性污染；
 - 任何其他由相關當地核能保險池及／或協會承保的風險；

以及未在上述第（1）項列明，但自核材料引入該財產起，該財產直接涉及核材料的生產、使用或存儲的其他任何財產。

僅適用於本條款的定義：

「核材料」是指：

- (i) 指的是在核反應爐外，能夠在單獨或與其他物質結合後，通過核裂變自持續連鎖反應過程產生能量的核燃料，而非天然鈾和貧化鈾；及
- (ii) 放射性產物或廢料。

「放射性產品或廢料」指的是在核燃料的生產或利用過程中產生的任何放射性物質，或者因接觸與核燃料生產或利用相關的輻射而成為放射性的任何物質，但不包括已製造成可用於任何科學、醫學、農業、商業或工業用途的放射性同位素。

「核設施」指的是：

- (i) 任何核反應爐
- (ii) 任何使用核燃料生產核材料的工廠，或任何處理核材料的工廠，包括受輻照核燃料再處理的工廠；或
- (iii) 儲存核材料的任何設施，但不包括用於運輸此類材料的儲存情況

「核反應爐」指的是任何包含核燃料的結構，而此安排使得內部可產生自持續核裂變連鎖反應，而無需額外的中子來源。

「核材料的生產、使用或儲存」指的是核材料的生產、製造、補充、調製、加工、再加工、使用、儲存、處理和處置。

「財產」指的是所有的土地、建築物、結構、設備、車輛、物品（包括但不限於液體和氣體）以及不論任何名稱和是否已穩固的物料。

「高輻射區域」指的是：

- (i) 就核電站和核反應爐而言，指直接包含核心（包括其支撐和罩層）及其所有內容物、燃料組件、控制桿及輻照燃料儲存槽的容器或結構；或
- (ii) 就非反應爐核設施而言，指任何需要提供生物屏障的輻射水平區域。

一般條件（除非另有規定，否則適用於所有部分）

1. 合約詮釋

- a) 在本保單中，表示單一性別的詞包含所有性別；單數詞包括複數涵義，反之亦然。
- b) 所有標題乃為方便而設，不會影響對本保單的闡釋。
- c) 本保單內所有時間均指香港時間。
- d) 若本保單與本公司其他文件之條款及細則出現任何抵觸，將以此條款及細則為準。
- e) 除非另有註解，否則本保單及保單資料頁內所用之詞語具有此條款及細則之釋義部分所載明的涵義。

2. 預防措施

受保人須採取一切合理的預防措施，以：

- a) 維護和確保受保財產的安全；及
- b) 防止意外事故和疾病發生，並應遵守所有相關的法定要求和義務，包括但不限於《工廠及工業經

營條例》（香港法例第 59 章）的規定，以及根據該條例所頒布、制定或公布的任何規條、規則或公告。

3. 失實陳述

若發現受保人有任何故意失實陳述、錯誤描述或不披露重要事實，本保單將會無效。

4. 欺詐

若受保人或任何其代表人士根據本保單提出任何明知是欺詐的索賠，則本保單內的所有保障可以致使無效。

5. 取消保單

- a) 在受保人要求下，可於任何時候向本公司發出 7 天的書面通知以取消本保單。在保單資料頁內所列之最低保費規限下，
 - i) 若未有就本保單提出任何索償，除第六部分外的保費，將按本公司收到或保留按慣例收取的短期保費的基礎調整；及
 - ii) 第六部分的保費將根據本保單第六部分保費條款第 2 條的規定進行調整。
- b) 本公司亦可接受受保人最後登記的地址，向受保人發出 14 天通知以取消本保單。在此情況下，
 - i) 除第六部分外的保費，將按本公司收到或保留按慣例收取的短期保費的基礎調整；及
 - ii) 第六部分的保費將根據本保單第六部分保費條款第 2 條的規定進行調整。

6. 持有權利

本公司或其指定代表有權：

- a) 若發生任何在第一、第二及／或第三部分下承保之任何損失或損毀時，進入發生該等損毀的任何樓宇，帶走及保管受保之財物，並以合理方式處理獲救之財物，而本保單或任何經本公司證實之任何保單副本將足以證明本公司就該目的已獲批准和授權，但不能因而在沒有本公司同意下，將任何財物遺棄或棄置予本公司；
- b) 以受保人名義及代表受保人（若受保人為自然人）承擔全面處理、控制及結束任何由第三者就本保單保障之任何責任，向受保人提出的訴訟；
- c) 就任何受本保單保障之事項，自費及為本身利益，但以受保人之名義，採取訴訟行動向任何第三者追回補償或取得賠償；及
- d) 在任何時間根據第四部分之責任限額或可以解決索賠之較小數額付款給受保人，而在付款後放棄與第四部分有關之所有索償之處理及控制及不再負任何責任，惟在付款日前可從受保人追回和經本公司書面同意之索償或多項索償費用及支出則屬例外。

7. 法律規定保證條款

受保人須遵守下列機構所公佈之有關各項規章／條例

- i. 消防處；及／或
- ii. 勞工處；及／或
- iii. 《危險品條例》（香港法例第 295 章）；及／或
- iv. 《工廠及工業經營條例》（香港法例第 59 章）

- v. 任何其他法定條例；

包括任何與此相關之通告及要求，而如有違反及不加理會者可影響或使本保單所保之風險增加，惟若此條款不適用於本公司在本保單批註上明確豁免的任何條例、規定、通告或要求則除外。

8. 恢復原狀

本公司可自行選擇重置、更換或修理任何財物全部或任何部份之損失或損毀以代替賠款。

若本公司選擇重置或更換任何財物，本公司不擔保重置或修理至絲毫無異，只可以在相當合理和可容許情形下修復之。無論在任何情況下本公司都無須支付多過任何一件財產之保額。

9. 其他保險

若按本保單提出任何索償而同一財產及／或事項及或責任已獲其他保險作出賠償，則：

- 本公司之責任將不超過按比例就相關索償、開支及費用應分擔之責任；
- 如其他保險有條款規定無須與本保單共同分擔全部或部分損失或按比例攤分損失，則本公司只會承擔按照投保額與財物價值的比例分擔賠償的責任。

10. 仲裁

由本保單引致的所有糾紛或爭議均須交予及由香港國際仲裁中心根據當時的《仲裁條例》（香港法例第 609 章）以仲裁裁決。若雙方未能就仲裁員的選擇達成協議，則由香港國際仲裁中心當時的主席指派一位仲裁員。

11. 代位權

本公司有權絕對酌情決定以受保人的名義，就任何損害、費用、彌償、分擔或其他索償，向任何可能須為引致受保人須負責及在本保單保障範圍內的索償事故上責任的人士提出訴訟，並可全權決定就有關進行任何法律程序或和解。受保人須按本公司不時提出的要求，提供一切有關資料和援助，並簽署任何所須文件以賦予本公司有關權利。本公司因行使有關權利所追回的任何款項，首先將應用於本公司的利益，用以償還本公司就任何索償所支付的款項，包括本公司所支付或產生的任何費用及開支，以及因作出有關追討行動所引致的費用及開支。

受保人須就本公司自費要求行使關於本公司按照本保險單在支付賠款或恢復原狀之後而得的代位求償權利同意及協助本公司向第三者追償或追究責任之一切合理行動，不論本公司在賠償以前或以後提出要求，受保人均應同意辦理或允許本公司辦理。

12. 風險轉變

若受保人或任何其他人士在受保期內對本保單承保的風險進行任何實質性改變，受保人應立即以書面通知保險公司，有關改變包括但不限於：

- 任何與其他公司或企業的合併或收購；
- 受保人或其任何子公司或控股公司正在自動清盤、接管、清盤或與其債權人達成債務協商協議過程，或無力從本身的資源支付債務；

- 業務性質的任何重大變更；或
- 受保人僱員人數及／或職業的任何重大變更（僅適用於第六部分）

若受保業務或受保地點有任何變動而增加了身體損傷、損失或損毀的風險，除非本公司書面同意接受該等變動，否則本保單將停止生效。

13. 通知

所有根據本保單發出的通知或通訊須以書面提交本公司，而向受保人發出的通知或通訊亦須以書面送達保單資料頁所訂明的通訊地址。

14. 轉讓

除非事先獲得本公司書面同意及背書批註註明，否則本保單的任何利益轉讓均不會對本公司具有約束力。

15. 檢查權

在任何合理時間內，本公司有權檢查業務中使用的工程機械設備和用具。

16. 法規

本保單於香港簽發，並受香港法律規管並按其詮釋。

一般不保事項（除非另有規定，否則適用於所有部分）

本公司將不負責就下列情況作出賠償：

- 任何由以下引起、發生或因此而發生的意外事件：
 - 戰爭、入侵、外敵的行為、敵對行為或軍事行動（無論宣戰與否）、內戰；
 - 叛變、暴動、軍事或民事反叛、起義、革命、軍事或篡奪、軍法或圍困狀態或任何上述事項或原因而導致宣布或實施戒嚴令或圍困狀態；
 - 就此條款而言，「恐怖主義行為」指任何人士或團體，不論單獨行事或代表或與任何組織或政府一併行事，所採取的一項行動，包括但不限於使用武力或暴力，或以作為威脅，以達到政治、宗教、意識形態或類似目的，包括意圖影響任何政府，以及令公眾人士或其任何部份感到惶恐。
- 由以下直接或間接造成、促成或因而引起任何財產的損失或損毀，或任何由此而產生的損失或費用，或因而導致的任何後果損失或法律責任：
 - 核子游離輻射、核子燃料或其燃燒而產生廢料所引致之輻射能的污染，上述核子燃料應包括自發的核子分裂在內，但只在本一般除外責任內適用；
 - 任何爆炸性核裝置或其核零件的放射性、有毒、易爆或其他危險特性；
 - 飛機和其他飛行裝置造成的壓力波；
 - 因污染或沾污引起；或
 - 核武器材料；
- 任何合法成立的官方當局下令對受保財產之充公、強迫徵用、國有化或收回而產生或因而產生或直接或間接導致的任何意外、損失、毀壞、支出、責任或身體損傷；

4. 除本保單第二部分所規定的情況外，任何種類的後果損失或損毀；
5. 並非由香港特別行政區具司法管轄權的法院作出初審的判決；
6. 任何受保人或任何其代表蓄意、惡意、非法或故意的行為；或
7. 保單資料頁表內指明的自付額金額。

17. 索償條款

1. 一旦發生任何可引致向本保單索償的事故，受保人或其代表：
須於事件發生的 14 日內立即書面通知本公司並自費以書面形式將損失或損毀的全部詳情提供予本公司：
 - a) 應採取一切合理措施，以盡量減少損失、損毀或業務中斷，並尋回任何失蹤的財產；
 - b) 如發生盜竊或任何企圖盜竊，應立即報警；
 - c) 須將任何受保人接獲或針對受保人而發出的告票、傳票或其他法律程序送交本公司，並提供所有必須資料及協助以便本公司了結、拒賠任何索償或發起訴訟程序；
 - d) 在未得本公司書面同意前，不應支付任何費用補救任何損失或毀壞，同樣在未得同意前，亦不得就任何索償進行商議、支付、了結、承認或否認責任；
 - e) 應自費向本公司提供所有由本公司合理要求的有關記錄、帳目、薄冊或文件或其他類似資料作調查或核證索償之用；及
 - f) 在未經本公司同意下，不得就任何索賠向第三方作出和解、承認責任、付款或付款承諾。
2. 就下列所述的索賠，受保人必須提供：

第一部分 — 財物全險保障

- a) 管業處或有關當局之事件報告以證明有關財物之遺失或損毀的事發日期、事件經過及其原因（如適用）；
- b) 提供警方報告、損失便函或聲明的核證副本／警方所錄的口供副本（如適用）；
- c) 彩色相片顯示受保地點被強行進入的可見痕跡（如適用）；
- d) 有關索償財物之相片顯示損毀程度；
- e) 索償財物於事發前的室內裝修發票／購買發票／單據（如適用）；
- f) 維修或更換報價單／購買發票／收據正本或任何文件準確顯示遺失或損壞物品的購買日期、價格及型號（如適用）；
- g) 相關證明文件證明索償的損壞設備或機器或其他財產的損壞原因和損壞程度；
- h) 載有序列號及機型號碼／型號、購買日期及購買項如損壞物件未能維修之收據正本；
- i) 產品說明書的副本（如有）；
- j) 相關文件證明損毀財物的擁有權；
- k) 在本公司同意維修工程後的臨時搬遷租賃協議／發票／收據；
- l) 過往 12／24 個月的採購訂單／銷售紀錄的合約；
- m) 庫存紀錄及相關採購發票／付款收據；

- n) 過往 12／24 個月的採購訂單／銷售紀錄／合約和保戶未完成的客戶合約；
- o) 其他證明文件。

第二部分 — 業務中斷保障

- a) 導致業務中斷的原因證明；
- b) 相關文件證明正常業務被中斷；及
- c) 為防止或減低業務中斷所導致的額外費用證明文件。

第三部分 — 金錢保障

- a) 管業處或有關當局之事件報告以證明有關財物之遺失或損毀的事發日期、事件經過及其成因（如適用）；
- b) 警方損失便函／警方所錄的口供副本（如適用）；
- c) 關於損失金額的索償聲明；
- d) 彩色相片顯示有關受保物業、保險箱及／或保險庫被強行進入的可見痕跡（如有）；
- e) 彩色相片顯示有關索償財物的損毀程度；及
- f) 顯示受保人會計上的金錢收支往來記錄副本從而可明確計算損失金額。

第四部分 — 公眾責任保險

- a) 在知悉任何的起訴、研訊或調查後立即書面通知本公司；
- b) 警方報告及／或警方口供紀錄（如有）；
- c) 如受保人知悉將被檢控或研訊，應立刻書面通知本公司；
- d) 任何索償書信、傳票、法庭文件、與律師之間及其他法律書信；
- e) 列有相關索償項目的醫療報告（如有）；
- f) 有關索償項目之相片（如適用）；
- g) 書面確認未曾作出及沒有作出任何責任承認、沒有提議、沒有達成和解協議、沒有承諾付款或付款。

第五部分 — 忠誠保障

- a) 於發現事件後 24 小時內向警方報案相關欺詐或不誠實行為；
- b) 提供警方報告、損失便函或聲明的核證副本／警方所錄的口供副本（如適用）；
- c) 有關檢控及判決結果的書面證明；
- d) 相關損失財物的購買收據正本（如有）。

第六部分 — 僱員補償

- a) 提交表格 2／表格 2B／表格 2A 予勞工署之副本；
- b) 病假紙正本（如有）；
- c) 醫療費用收據正本及／或醫療報告正本（如有）；
- d) 評估證明書（表格 7／9）正本（如有）；
- e) 補償評估證明書（表格 5／6）正本（如有）；
- f) 僱員與僱主之間的僱用合約；
- g) 僱員事發前 12 個月的平均月薪；
- h) 受傷僱員的發薪紀錄副本；
- i) 僱員的報稅表副本（如有）。

第七部分 — 個人意外

- a) 警方報告及／或警方所錄的口供正本（如適用）；

- b) 醫院或醫生就受傷性質，傷勢及無法工作期間所撰寫的專家報告；
- c) 如屬意外身亡，需提供死亡證明書及死因裁判官報告副本（如有）；
- d) 醫院發票及／或醫療費用收據正本；
- e) 完整的醫生報告，列明診斷時的狀況及治療項目、治療日期、時間，住院地點及期間；
- f) 治療過程總結，包括處方藥物及提供的醫療服務項目。