

Business Pack Insurance Policy

This Policy comes into force when You, through a proposal, application or other information, have applied to Bolttech Insurance (Hong Kong) Company Limited ("The Company, bolttech Insurance, We, Us") and have paid or agreed to pay the premium in consideration for the insurance provided by this Policy.

We will provide insurance on the terms and conditions contained in this Policy (or any endorsement attached to this Policy) during the Period of Insurance. This Policy and Schedule are to be read together as one contract and, unless specially stated to the contrary, any word or expression to which a specific meaning has been given will have that meaning wherever it may appear.

Important Notice

Please examine this Policy carefully. For enquiry, please contact Us or Your Insurance Broker/Agent immediately.

請注意

請貴保戶詳細查閱此保單之內容，如有任何查詢，請從速與本公司或閣下之保險經紀 / 代理人聯絡。

1. General Definitions

In this Policy:

- 1.1 **Premises** means the premises shown on the Schedule as the "Situation", which are occupied as an office for the purpose of carrying on Your Business. To be covered under this Policy, the Premises must be in a building which is constructed of concrete, brick or stone, with a roof made from concrete, asphalt, tiles, slates, metal or sheets or slabs composed entirely of incombustible mineral ingredients, unless otherwise set out in the Schedule.
- 1.2 **Business** means the usual work and activities carried on by You for the purposes of carrying on Your business as specified in the Schedule.
- 1.3 **Contents** means property at the Premises, consisting of: -
- (a) all business contents, fixtures and fittings belonging to You or for which You are responsible
 - (b) landlord's fixtures and fittings for which You are legally responsible
 - (c) tenants improvements, Your property or property for which You are legally responsible
 - (d) Your employees', director or partners' personal effects
 - (e) all fixed glass in windows, doors, fanlights, partitions and fixed sinks, wash basins lavatory pans and cisterns.
- Contents does not include Stock, Money, securities or other negotiable documents, travel tickets, jewellery, watches, furs, precious stones or any article made from any of them unless specified in the Schedule.
- 1.4 **Stock** means stock in trade belonging to You or for which You are responsible.
- 1.5 **Money** means cash, bank and currency notes, cheques, postal orders, money orders, crossed bankers' drafts, current postage stamps, unexpired units in franking machines and credit card sales vouchers, all belonging to You or for which You have accepted responsibility.
- 1.6 **Policy** means this insurance contract document, the Schedule and any endorsement issued by Us.
- 1.7 **Sum Insured** means the amount specified in the Schedule that We will pay for the relevant Section, or the total amounts We will pay under this Policy, as the case may be.
- 1.8 **You or Your** means the person(s), company or business named on the Schedule as "the Insured".
- 1.9 **Act of Terrorism** means an act, including but not limited to the use of force or violence and/or the threat of force or violence, of any person or group(s) of persons, whether acting alone, 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.

2. Section 1 – Contents And Stock

2.1 Cover

In the event of accidental loss or damage to the Contents We will pay You the value of the Contents and Stock at the time of the loss or damage. We also have the option to replace or reinstate such lost or damaged Contents.

We will not make any deductions for wear, tear and depreciation provided that the costs have been incurred for replacement or reinstatement to a condition similar to but not better than new.

In the event of accidental loss or damage to Stock We will pay to You the value of the property at the time of the loss or damage. We also have the option to reinstate or replace such property or any of its parts, however the most We will pay will be the actual cost of its replacement.

The sum insured shown in the Schedule is the maximum amount for which We may be liable under this section. If the total value of the loss or damage exceeds the Sum Insured, the most We will pay is the proportion of the loss or damage as the Sum Insured bears to the value of all the property at the time of the loss or damage. Each item as shown in the Schedule is separately subject to this provision.

2.2 Extensions (to Section 1)

This section extends to include:-

A. Temporary Removals

1. loss of or damage to Contents (other than deeds, non-negotiable documents, personal effects, fixed glass and sanitary ware in transit) whilst temporarily removed within Hong Kong from the Premises for cleaning, renovation, repair or similar purpose, but excluding loss or damage caused by storm, typhoon or flood unless the Contents are inside a building.
2. loss of or damage to deeds & other non-negotiable documents in transit within Hong Kong by registered post or in Your personal custody or any of Your partner(s), director(s) or employee(s) until delivered at the consignee's address within Hong Kong.

The most We will pay under this Extension is 10% of the Sum Insured on Contents.

B. Alterations or Repairs

Loss of or damage to the Contents even if there are any alterations, repairs, decoration or maintenance works being performed on the Premises, provided that the contract value of each such works does not exceed HK\$500,000.

C. Damage to Premises

Repair or replacement costs for damage to the Premises as a result of theft or attempted theft of the property involving forcible and violent entry into or out of the Premises.

D. Removal of Debris Cost

The cost of removing debris, dismantling, demolishing, shoring or propping up incurred by You with Our consent following loss or damage to the property insured, for an amount not exceeding 10% of the Sum Insured on Contents.

E. Professional Fees

Architects', surveyors' and consultant engineer's fees necessarily incurred in the reinstatement of the Premises as a result of its destruction or damage by a peril insured under this Policy, for an amount not exceeding 10% of the Sum Insured on Contents.

F. Fire Extinguishing Expenses

The cost of recharging Your extinguishing equipment following fire or an explosion taking place on the Premises, for an amount not exceeding HK\$ 10,000.

G. Replacement of Locks and keys

The cost of replacing the locks on the Premises following theft of the keys to the Premises' doors or from Your home (if You are a natural person), or the home of Your directors, partners or employees of the Business who are authorised to hold such keys.

2.3 Limits of Liability

Our liability under this Section will not exceed the following:

(a)	Equipment or machinery	HK\$500,000 any one item (unless specifically mentioned)
(b)	Computer systems records	HK\$50,000 in total
(c)	Deed, document and card tape, film or transparency	HK\$5,000 any one document/article HK\$ 50,000 in total
(d)	Personal effects of You, Your partner(s), director(s) or employee(s)	HK\$5,000 any one person HK\$ 50,000 in total
(e)	Stock	HK\$ 15,000 any one item
(f)	Work of arts or curios	HK\$10,000 any one item and HK\$100,000 or 10% of the Sum Insured whichever is the less in aggregate
(g)	All loss or damage during any one period of insurance	The Sum Insured stated in the Schedule

Cover for computer system records (item (b) above) is limited to the value of the material together with the cost of clerical labour and computer time expended to reproduce the records (excluding any expenses in connection with the production of information to be recorded), and not for the value to You of the information contained in the records.

2.4 Exclusions to Section 1

This Section does not cover:-

1. The first HK\$500 of each and every loss unless due to theft, fire, lightning or explosion;
2. Money, jewellery, precious stone, precious metals, bullion, furs, rare books unless specifically mentioned on the Schedule as insured by this Section;
3. Animals, livestock, growing crops or trees;
4. Property damage as a result of that property undergoing any process;
5. Loss or damage in respect of wear, tear, depreciation, mould, vermin, scratching of glass or any process of cleaning, repairing, restoring, renovation;
6. Breakage of china, porcelain or other brittle articles (other than item (f) above) unless due to fire or theft (or attempted theft);
7. Consequential loss of any kind;
8. Loss or damage caused by delay, confiscation or detention by customs or other officials or authorities;
9. Loss or damage as a consequence of dishonesty or fraud by any of Your employees;
10. Loss or damage by mechanical or electrical breakdown
11. Theft of Stock unless accompanied by forcible and violent entry into or exit from the Premises
12. Any loss arising from pollution or contamination except the destruction of or damage caused by pollution or contamination which results from a peril that is not otherwise excluded.

3. Section 2 - Business Interruption

3.1 Cover

If the Business at the Premises is interrupted or interfered with as a result of loss or damage for which We are liable under Section 1 ("Damage") We will indemnify You for the following:

1. Increased Cost of Working

The additional expenditure necessarily and reasonably incurred by You during the Indemnity Period with the object of maintaining during such period a turnover not exceeding that of the corresponding period in the twelve months immediately before the damage. Our liability under this item will not exceed the limit of liability stated in the Schedule.

For the purposes of this Section, Indemnity Period means the 12 month period immediately following the occurrence of the Damage during which the results of the Business are affected because of the Damage.

2. Loss of Income (if specified in the Schedule)

Loss of Income resulting from the interruption or interference during the Indemnity Period. Income means the money paid or payable to You in respect of work done and service rendered in the course of the Business at the Premises.

Our liability under this item shall not exceed the limit of indemnity as stated in the Schedule, provided also that:

- i. We may deduct from the amount of any claim under this item any amount saved during the Indemnity Period for any charges and expenses of the Business payable out of Income that are not required to be paid as a result of the Damage;
- ii. if the Sum Insured by this item be less than Your Income during the 12 months immediately before the date of the Damage, the amount payable will be proportionally reduced;
- iii. if, during the Indemnity Period, goods are sold or services are rendered by You other than at the Premises for the benefit of the Business either by You or by others on Your behalf, the money paid or payable in respect of such sales or services will be brought into account in arriving at the loss of Income during the Indemnity Period.

Premium Adjustment Clause

We may adjust the premium following receipt of a declaration of the gross income earned during the financial year most nearly concurrent with the Period of Insurance as certified by Your auditors.

If no claims have been made under this Section, if the declaration is less than the Sum Insured on gross income for the relative Period of Insurance, We will make a pro rata return of premium to You, which will not exceed 50% of the premium paid.

3.2 Extensions to Section 2

This section extends to include:

A. Professional Fees

The reasonable charges payable by You to Your professional accountants for producing any proof, information or evidence as We may require under the terms of Claims Condition 1(f) of this policy and reporting that such particulars or details are in accordance with Your books of account or other business books or documents. However, the most We will pay under this professional fees extension is 10% of the total Sum Insured of this Section, and will be calculated based on the sum of the amount payable under this extension and the amount otherwise payable under this Section.

B. Denial of Access

If You suffer loss resulting from interruption of or interference with the Business in consequence of damage to property in the vicinity of the Premises which prevents or hinders You from using or accessing the Premises for more than 48 hours (whether the Premises or Your property is damaged or not) We will consider this to be loss resulting from damage to property used by You at the Premises. However, We will not be liable under this extension for more than 10% of the total limit of liability under this Section.

C. Failure of Public Utilities

Loss resulting from interruption of or interference with the Business in consequence of damage to property at any:

- a. generating station or sub-station of the public electricity supply undertaking;
- b. land based premises of the public gas supply undertaking or of any natural gas producer linked directly with this undertaking;
- c. water works or pumping station of the public water supply undertaking;

from which You obtain electricity, gas or water respectively shall be deemed to be loss resulting from Damage to property used by You at the Premises provided that after the application of all other terms conditions and provisions of the Policy the liability under this extension in respect of any one occurrence shall not exceed 10% of the limit of liability under this Section. We will not, however, be liable for loss arising during the first 48 hours of any interruption of or interference with the Business.

3.3 Special Condition to Section 2

This Section will not apply if the Business is discontinued, wound up, in liquidation or under receivership at any time during the Period of Insurance unless We agree in writing that this Section applies.

4. Section 3 - Loss of Money

4.1 Cover

We will indemnify You for loss of Money by any cause whatsoever occurring in the Situation during the Period of Insurance, provided that out of Business Hours the safe or strongroom whilst containing the Money or any part of the Money is be kept locked and the keys are be kept in the personal custody of You or a Your responsible official or employee at all times.

4.2 Definitions

Business Hours means the period during which Your Premises are actually occupied for business purposes and during which You or Your employees who are entrusted with Money are in the Premises.

4.3 Limit of Liability

The Situation : (All Within Hong Kong)	Limits of Liability for any single loss arising in the Situation	
A. Money other than crossed cheques, crossed money orders and crossed postal orders		
i. Whilst in transit and whilst in the Premises during Business Hours	HK\$	50,000
ii. Whilst secured in the locked safe or strongroom in the Premises out of Business Hours	HK\$	25,000
iii. Whilst secured in the Premises out of Business Hours under lock and key other than in the safe or strongroom	HK\$	5,000
iv. Whilst in bank night safes and thereafter within the bank premises until at banks' risk	HK\$	25,000
B. Money consisting of crossed cheques, crossed money orders and crossed postal orders whilst in transit or on the Premises	HK\$	500,000

4.4 Extension (to Section 3)

A. Cash Cheques

This Section includes loss of Money following violence or threat of violence to Your employee, partner or director forcing them to sign a cash cheque. Our liability under this extension shall not exceed HK\$25,000 any single loss.

B. Damage to Safe

We shall indemnify You in respect of the cost of repair or replacement of the safe or strongroom not otherwise insured directly associated with any theft or attempted theft from that safe or strongroom. Our liability under this extension will not exceed HK\$50,000 any single loss.

C. Personal Assault

If any of Your partners, directors or employees aged between 16 and 70 years suffer bodily injury which is the sole cause of death or disablement as a result of an attempt by thieves to steal Money or Contents during Business Hours, We will pay to You or Your legal representative in respect of each such person the Compensation shown below for the relevant Result:-

Result	Compensation
(a) Death	HK\$50,000
(b) Total and permanent loss of all sight in one or both eyes	HK\$50,000
(c) Total loss by physical severance or total and permanent loss of use of one or both hands or feet	HK\$50,000

We will not pay Compensation if:

1. any of the above Results occur more than 12 months of sustaining the injury;
2. more than one of Results (a), (b) or (c) for any one person;
3. a further Result which causes any subsequent injury to that person.

D. Fidelity Guarantee

This section extends to include loss of Money arising from fraudulent or dishonest act of any of Your employee(s) provided that:

1. such acts have been committed and claims made during the Period of Insurance
2. the loss is discovered within 3 working days after the act of fraud or dishonesty

Our liability under this section will not exceed HK\$ 50,000 in aggregate during the Period of Insurance.

4.5 Exclusions (to Section 3)

The indemnity provided under this section does not apply to nor include:-

1. any loss arising from fraud or dishonesty of Your employees not discovered and reported within three working days after the occurrence;
2. shortages due to error or omission;
3. losses which are or could be covered by a policy of fidelity guarantee insurance;
4. unexplained disappearance of Money;
5. loss from an unattended vehicle.

5. Section 4 - Public Liability

5.1 Cover

We will indemnify You against:

1. all sums which You are legally liable to pay for compensation in respect of
 - (a) bodily injury to or illness of any person;
 - (b) loss of or damage to property;

arising from the Business and occurring during the Period of Insurance and happening or causing within the Geographical Area.

2. All costs and expenses of litigation:
 - (a) recovered by any claimant against You;
 - (b) incurred with the written consent of Usin respect of a claim against You for compensation to which the indemnity expressed in this Section applies.

5.2 Definitions

For the purpose of this Section only, the following definitions also apply;

- A. **"You"** includes:-
 - i. in the event of Your death, Your personal representative in respect of liability incurred by You;
 - ii. if You request, Your director, partner or employee in his or her respective capacity as such.
- B. **"The Business"** includes the maintenance of the Premises.
- C. **Geographical Area** includes:-
 - i. Hong Kong Special Administrative Region;
 - ii. Elsewhere in the world in respect of overseas visit provided under Extension (B) in clause 5.4.

5.3 Limit of Indemnity

Our liability under this Section for all compensation payable to any claimant or any number of claimants in respect of, or arising out of, any one accident or series of accidents arising out of one event will not exceed HK\$10,000,000.

5.4 Extensions (to Section 4)

This section is extended to cover:-

A. Tenants Liability

Exclusion (3) (b) does not apply to loss or damage to Premises (or fixtures or fittings of the Premises) hired or rented to You, however this extension does not apply to liability in respect of:-

- (a) loss or damage if the liability is assumed by You under a tenancy or other agreement and would not have attached in the absence of such agreement;
- (b) the first HK\$500 of such loss or damage caused otherwise than by fire.

B. Overseas Visit

We will cover You in respect of Your legal liability arising from occasional visits outside Hong Kong by any of Your directors, partners or employees in connection with the Business.

C. Food and Drinks Supplied

We will cover bodily injury or illness directly caused by food or drink poisoning, the presence of deleterious matter in that food or drink or the defective container of that food or drink, provided the food and drink are:

1. supplied and consumed at the Premises; and
2. supplied free of charge.

The most We will pay under this Extension is HK\$10,000,000 for any one Period of Insurance.

D. Independent Contractors Clause

We will cover Your legal liability (as defined under this Section) arising out of performance of renovation, alteration or repair works undertaken by independent contractor(s) on the Premises.

We will not be liable under this Extension:

- (1) if the contract value of the works mentioned above exceeds HK\$500,000 per contract;
- (2) for any claim recoverable from any other Third Party Liability Insurance or Third Party Liability section of any Contractors' All Risks Insurance effected by or on behalf of You or the contractor(s)

5.5 Exclusions to Section 4

We will not cover:

1. liability assumed by You by agreement that would not have attached in the absence of such agreement.
2. liability in respect of
 - (a) injury to or illness of any person under a contract of service or apprenticeship with You if such liability is in respect of injury or illness arising out of and in the course of the employment of such person by You;
 - (b) any sums payable by You under legislation relating to occupational injury or illness.
3. liability in respect of loss of or damage to property:
 - (a) belonging to You;
 - (b) in Your charge or under Your control or the charge or control of Your servant or agent;
 - (c) being that part of any property on which You or any servant or agent of You is or has been working if that loss or damage results directly from such work.
4. liability in respect of:
 - (a) loss of or damage to any property, land or building caused by vibration or by the removal or weakening of support;
 - (b) expenditure incurred in doing or re-doing or making good any work which You have contracted to do.
5. liability in respect of injury illness loss or damage caused connection with or arising from:
 - (a) any vehicle (including any type of machine on wheels or on caterpillar tracks or any trailer attached to that machine), animal, vessel or craft owned, possessed or used by or on behalf of You, or the loading or unloading of such vehicle;
 - (b) any lift, elevator, escalator, hoist or crane owned or used by You or the maintenance of which You are responsible;
 - (c) defective sanitary arrangements or poisoning of any kind or foreign or deleterious matter in food or drink;
 - (d) any commodity, article or thing supplied, repaired, altered or treated by You or to Your order;
 - (e) subsidence, landslip or subterranean damage (other than to pipes, cables and the like);
 - (f) Your sub-contractors or persons engaged in or upon the service of such subcontractors;
 - (g) strike and riot.
6. liability directly or indirectly occasioned by, through or in consequence of pollution or contamination.
7. liability in respect of:
 - (a) any breach of professional duty or service whether of omission or commission;
 - (b) any advice or act whether of commission or omission given or performed in a professional capacity.

5.6 Jurisdiction Clause

We shall not be liable under this Section in respect of judgments against You which are not in the first instance delivered by or obtained from a court of competent jurisdiction of the Hong Kong Special Administrative Region.

6. Section 5 - Employees' Compensation

(This section only applies when specified in the Schedule)

6.1 Cover

Subject to the limit of indemnity on the Schedule and to the terms, exclusions and conditions contained in or endorsed on this Section, if any employee in Your immediate employ sustains bodily injury or death by Accident occurring or Disease contracted during the Period of Insurance within the Geographical Area and arising out of and in the course of his or her employment by You in the Business, We will:

1. indemnify You against Your legal liability in respect of such bodily injury or death under the Ordinance;
2. independently of the Ordinance, pay compensation and damages and claimant's costs and expenses; and
3. indemnify You against costs and expenses incurred by or on behalf of You with Our written consent in connection with the above.

In the event of any change to the Ordinance during or subsequent to the Period of Insurance which alters Your legal liability under the Ordinance, Our liability under this Section will be limited to that amount as We would have been liable to pay if the Ordinance had not been changed.

It is a condition precedent to Our liability for any payment or indemnity under this Section that:

- (a) You must observe and fulfil the terms and conditions of this Policy in so far as they relate to anything to be done or not to be done or to be complied with by You; and
- (b) the statements and answers in the Proposal and Declaration and the Estimated Earnings Declaration and the Actual Earnings Declaration must be true.

If You die, We will indemnify Your legal personal representatives in respect of liability incurred by You provided that Your legal personal representatives observe, fulfill and be subject to the terms of this Policy as though they were You (in as far as those terms can apply).

6.2 Definitions

For the purposes of this Section:-

- (a) **Accident** means an accident or a series of accidents arising out of one event.
- (b) **Geographical Area** means Hong Kong Special Administrative Region unless stated otherwise in the Schedule.
- (c) **Disease** means a disease contracted by Your Employee as a result of his or her exposure to the nature of his employment with You. Such exposure may extend over a period of time and part of which period may fall outside the Period of Insurance under this - Section.
- (d) **Earnings** means 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 You to Your Employees.
- (e) **Employee** has the same meaning as assigned to that expression in the Ordinance.
- (f) **Noise-Induced Deafness** has the same meaning as assigned to that expression in the Occupational Deafness (Compensation) Ordinance (Chapter 469 of the laws of Hong Kong).
- (g) **Ordinance** means the Employees' Compensation Ordinance (Chapter 282 of the laws of Hong Kong).
- (h) **Pneumoconiosis & Mesothelioma** have the same meaning as assigned to those expressions in the Pneumoconiosis & Mesothelioma (Compensation) Ordinance (Chapter 360 of the laws of Hong Kong).
- (i) **Our Indemnity** means indemnity provided under this Section including costs and expenses incurred by or on behalf of You with Our written consent.

6.3 Limit of Indemnity

- (a) In respect of any Accident or Disease giving rise to any claim against You for which indemnity is provided under this Section, Our indemnity to You shall, in the aggregate, be limited to the amount specified in the Schedule as "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 You in respect of a Disease contracted by an Employee due to the nature of his or her employment with You which nature of employment applies during a period that extends over more than one policy Period of Insurance:-
 - i. the aggregate of Our indemnity to You 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), Our Indemnity to You under this Section shall be limited to such proportion of Your 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 or her employment to the nature of which such Disease was due.
- (c) If the occurrence of any Accident or Disease results in indemnity under this Section to more than one Insured, the limitations of Our liability specified in paragraphs (a) and (b) will apply to the aggregate of indemnity to all Insureds.
- (d) At any time after the occurrence of any Accident or Disease giving rise to any claim against You for which indemnity is provided under this Section We may pay to You the full amount of Our liability specified in paragraph (a) or (b) above (after the deduction of any sums already paid) or any lesser amount for which such claim can be settled. We will also relinquish the conduct of any defence settlement or proceedings relating to such claim and will no longer be responsible for any compensation, damages or costs in respect of the claim, or for any costs or expenses whatsoever incurred by You after We have relinquished the conduct, or for any loss, damage or expenses caused to You in consequence of any act or omission of Us in connection with or of Our relinquishing such conduct.
- (e) If there is any shortfall in the actual Earnings declared in accordance with paragraph 6.7(b) from the respective actual Earnings, the extent of Our indemnity will be reduced proportionately by the extent of under-insurance; and the balance will be borne by You. If no declaration of Your actual Earnings is received by Us as prescribed, for the purpose of this clause the Earnings estimated by You 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.

6.4 Jurisdiction Clause

We will not be liable under this Section in respect of judgments against You which are not in the first instance delivered by or obtained from a court of competent jurisdiction of the Hong Kong Special Administrative Region.

6.5 Exclusions to Section 5

We will not cover:

1. Your liability to employees of Your contractors;
2. any liability of You which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
3. any sum which You would have been entitled to recover from any party but for an agreement between You and such party;
4. any liability arising from Pneumoconiosis, Mesothelioma or Noise-Induced Deafness;
5. Your liability to any person who is not an employee of You within the meaning of the Ordinance;
6. any late payment, surcharge, fines, penalties or punitive, aggravated or exemplary damages for which You may become liable;
7. any injury by Accident or Disease attributable to war, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not), civil war, mutiny, rebellion, revolution, insurrection or military or usurped power;
8. any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:-
9. nuclear weapons material;
10. 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 Exclusion combustion shall include any self-sustaining process of nuclear fission;
11. any injury by Accident or Disease where We have not been given sufficient notice of the institution of proceedings in a court or tribunal to enable Us to be added as a party to the proceedings.

6.6 Avoidance of Certain Terms and Right of Recovery

If We are obliged by the Ordinance to pay an amount for which We would not otherwise be liable under this Policy You must immediately repay that amount to Us.

6.7 Insurance Premium

- (a) Prior to the commencement of the Period of Insurance, You must supply Us with a declaration estimating the Earnings of the Employees employed in the Business during the Period of Insurance ("The Estimated Earnings Declaration") on the basis of which a deposit premium becomes payable to Us.
- (b) Within 90 days after the expiry of the Period of Insurance or upon the cancellation of the Policy, You must supply Us with a completed Premium Adjustment and Declaration of Earnings Form stating the actual Earnings of Employees and provide the relevant supporting documents for that Period of Insurance ("The Actual Earnings Declaration"). If the actual Earnings differs from the estimated Earnings, the difference in premium shall be met by a further proportionate adjustment premium to be paid by You or by a premium refund to You as the case may be.
- (c) The Premium payable by You in consideration of the indemnity provided under this Section is the sum of the deposit premium and the adjustment premium calculated pursuant to paragraphs 6.7(a) and (b).
- (d) You must record the name, Hong Kong Identity Card number, class of employment and Earnings of Your Employees employed in the Business during the Period of Insurance and retained this information in a safe place so that a record exists of all persons who are Your Employees for the purposes of this Section You must at all reasonable times allow Us to inspect and obtain copies of such records.
- (e) If You fail to cooperate with Us in submitting the completed Premium Adjustment and Declaration of Earnings Form, We have the right not to renew this insurance upon its expiry.

6.8 Special Condition to Section 5

1. Claims Payments by You
If You pay all or any part of a claim for which You are liable and for which indemnity is provided by this Section You must obtain duly witnessed signed receipts for such payments and must retain in a safe place all such signed receipts and records and documents relating to such payments and You shall at all reasonable times allow Us to inspect and obtain copies of such records and documents.
2. Precautions
You shall take all reasonable precautions to prevent Accidents and Diseases and must 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 under the relevant laws.
3. Changes in Risk
You must immediately notify Us in writing of any material change in the risk insured under this Section during the Period of Insurance including but not limited to:
 - (a) any merger with or acquisition of another company or business;
 - (b) Your company or any subsidiary or holding company 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; or
 - (c) any material change in the nature of the Business or in the number of Your Employees.
4. Waiver of Claims
You shall not become a party to any agreement the effect of which is that You waive any claim which You would otherwise have against any person in respect of or arising out of any occurrence resulting in liability on the part of You for which indemnity is provided by this Section or whereby any such claim is limited or qualified in any way.

7. General Conditions

(Conditions applying to all Sections)

7.1 Observance of Conditions

It is a condition precedent to Our liability to make any payment under this Policy that You observe and fulfil the terms and conditions of this Policy.

7.2 Policy Voidable

If You make any misrepresentations, misdescriptions or engage in non-disclosure of any material particular, We have the right to cancel this Policy and treat it as if it was never issued.

7.3 Reasonable Precaution

You must take all reasonable precautions to prevent loss, damage or accident and to comply with all statutory obligations.

7.4 Change of Risk or Interest

We will not be liable if:

- (a) there is any change in the Premises, the occupancy or the duties of You which increases the risk of loss, damage or accident; or
- (b) Your interest in the Business ceases (unless the cessation is brought about by will or operation of law) and this is not notified to and accepted by Us.

7.5 Cancellation

We may cancel this Policy by sending 7 days' notice by registered post to You at Your last known address. In that event We will return a proportionate part of the premium corresponding to the unexpired period of insurance.

You may cancel this Policy by sending written notice to Us. In that event You will be entitled to a return of premium, less the premium calculated at Our short period rates as per table specified below, for the period the Policy has been in force. This is subject to a minimum premium of HK\$ 1,000 being retained by Us.

Period of Insurance already covered	Refund Premium
Not Exceeding 1 month	90% of premium paid
2 months	80% of premium paid
3 months	70% of premium paid
4 months	60% of premium paid
5 months	50% of premium paid
6 months	40% of premium paid
7 months	30% of premium paid
8 months	20% of premium paid
9 months	10% of premium paid
Over 9 months	No refund

7.6 Contracts (Rights of Third Parties) Ordinance

The Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) does not apply to this Policy, and only parties who may enforce the terms of the Policy are Us and You (or their authorized representatives).

7.7 Renewal

We will send You a renewal notice with the renewal terms (the terms may be different from this Policy) if We desire to renew this Policy. This Policy will be renewed if the required premium and documents for renewal are received by Us in accordance with the renewal terms. The renewal of this Policy shall not constitute any waiver of Our right under this clause and/or the renewed Policy.

8. Claims Conditions

(Condition applying to all Sections)

8.1 Action by Insured

If there is an event which could give rise to a claim under this Policy, You must:-

- (a) give Us immediate written notice;
- (b) give immediate notice to Us if there is any loss or damage by theft or property mislaid;
- (c) make no admission of liability or offer promise or payment without Our written consent;
- (d) inform Us immediately of any impending prosecution, inquest or fatal accident, inquiry or civil proceedings and immediately send to Us every relevant document;

- (e) take all reasonable action to minimise or check any interruption of or interference with the Business;
- (f) produce to Us such books of account or other business books or documents or such other proofs as We may reasonably require for investigating or verifying the claim;
- (g) in respect of loss or damage to the property insured, deliver to Us at Your own expenses a claim in writing with such detailed particulars and proofs as may be reasonably required and (if demanded) a statutory declaration of the truth of claim and any matters connected with the loss or damage within:-
 - i. 30 days of the expiry of the Indemnity Period - Section 2;
 - ii. 30 days of the event - all other Sections or such further time as We may in writing allow.

8.2 Company's Rights

8.2.1 Control of Claims

We have the right to:

- (a) enter take and keep possession of any building where loss or damage has occurred, to take and keep possession of the property insured and to deal with the salvage in a reasonable manner without incurring any liability and without diminishing Our right to rely on any conditions of this Policy;
- (b) at Our discretion, take over and conduct in the Your name the defence or settlement of any claim and to take proceedings at Our own expense and for Our own benefit in Your name recover compensation or secure indemnity from any third party in respect of any event insured by this Policy. If We exercise Our right under this clause, You must give Us all information and assistance as We require;
- (c) take ownership of any property, the loss of which We have paid a claim under this Policy, and You agree to execute all such assignments and assurances of such property as We may reasonably require. However, You are not to abandon any property to Us;
- (d) pay to You the maximum sum payable under Section 4 and 5 in respect of any Occurrence or any lesser sum for which the claim or claims arising from such Occurrence can be settled. In this event, We will not be under any further liability in respect of that Occurrence except for the payment of costs and expenses of litigation incurred prior to such payment.

8.2.2. Fraudulent Claims

If a claim is fraudulently made, or is made using fraudulent means or devices to obtain any benefit under this Policy, or if any loss or damage occurs due to Your willful act or with Your connivance all benefits under this Policy will be forfeited.

8.2.3. Other Insurances

If there is any other insurance or indemnity effected by or on behalf of You that applies to an occurrence under this Policy, Our liability will be limited to Our ratable proportion of the loss or damage. If any other such insurance or indemnity is subject to any provision whereby it is excluded from ranking concurrently with this Policy (whether in whole or in part) or from contributing ratably then Our liability will be limited to any excess beyond the amount for that loss or damage which would be payable under such other insurance or indemnity had this Policy not been effected.

8.2.4. Arbitration

All differences arising out of this Policy will be determined by arbitration in accordance with the prevailing Arbitration Ordinance. If the parties fail to agree upon the choice of arbitrators or umpires, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stipulated that it is be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If We disclaim liability to You for any claim under this Policy and that claim has not been referred to arbitration within 12 calendar months from the date of the disclaimer the claim will for all purposes be deemed to have been abandoned and You will no longer be able to pursue that claim under this Policy.

9. General Exclusions

(Exclusions applying to all Sections)

9.1. Radioactive Exclusion

This Policy does not cover loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with nuclear energy or radioactivity of any kind including but not limited to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- 1) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- 2) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- 3) any weapon or other device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

9.2. Sanction Exclusion

Notwithstanding anything to the contrary in the Policy, if, by virtue of any law or regulation which is applicable to Us at the inception of this Policy or becomes applicable at any time afterwards, providing coverage to You is or would be unlawful because it breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or The People's Republic of China/Hong Kong SAR, that We will not provide any coverage or benefit nor will We have any liability whatsoever to You, to the extent that it would be in breach of such law or regulation.

10. Special Clauses

10.1. War and Terrorism Exclusion – Applicable to Sections 1 – 4 only

Notwithstanding any provision to the contrary within this Policy or any endorsement attached to it, 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;

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

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

If We allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy, You have the burden of proving the contrary.

If any part of this exclusion is found to be invalid or unenforceable, the remainder will remain in full force and effect.

10.2. Terrorism Exclusion for Contamination & Explosives – Applicable to Sections 1 – 4 only

It is agreed that, regardless of any contributory causes, this Policy does not cover any loss, damage, cost or expense directly or indirectly arising out of:

- a) biological or chemical contamination
 - b) missiles, bombs, grenades, explosives
- due to any Act of Terrorism.

For the purpose of a)"contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

If We allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy You have the burden of proving the contrary.

10.3. Property Cyber and Data Endorsement (LMA5400) – Applicable to Sections 1 – 4 Only

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
 - 1.1 Cyber Loss, unless subject to the provisions of paragraph 2;
 - 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, unless subject to the provisions of paragraph 3;regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.
3. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.
4. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
5. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

Definitions

6. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
7. 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.
8. Cyber Incident means:
 - 8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
9. Computer System means:
 - 9.1 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.
10. 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.
11. Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.

10.4. Terrorism Endorsement - Applicable to Section 5 only

Despite any other provision to the contrary in this Policy or any endorsement, if there is 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 will be the amount which We actually receive 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 Us under which the Government agreed to make available to Us 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 event of terrorism ("the Facility Agreement");
- (b) We will only be required to make payment after We have received from the Government (i) an approval letter confirming that We should settle the claim and (ii) payment under the Facility Agreement; and
- (c) for the avoidance of doubt, We have no obligation to make payment if for whatever reason We do 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 Our breach of the Facility Agreement.

If We allege that the Loss falls within the scope of this endorsement, You have the burden of proving the contrary.

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

10.5 Asbestos Exclusion Clause - Applicable to Sections 4 & 5 only

This Policy does not apply to or 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 or in consequence of asbestos in whatever form or quantity.

10.6 Communicable Disease Exclusion Endorsement (LMA 5393 rev) – Applicable to Sections 1 – 3 only

1. Notwithstanding any provision to the contrary within this policy, this policy does not insure any loss, damage, liability, 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 endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - 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 endorsement 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.

10.7 Communicable Disease Exclusion (LMA 5396 rev) – Applicable to Sections 4 only

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of 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 endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 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.

All other terms, conditions and exclusions of the policy remain the same.