

## Glass Insurance Policy

WHEREAS the Insured has by a proposal which shall be the basis of this Contract and be held as incorporated herein applied to Bolttech Insurance (Hong Kong) Company Limited (hereinafter called "the Company") for the Indemnity hereinafter contained.

IN CONSIDERATION of the Insured paying to the Company the First Premium for or on account of the said Indemnity.

THE COMPANY AGREES subject to the terms, exclusions and conditions contained herein or endorsed hereon that if during the Period of Indemnity the glass situate at the Premises and described in the Schedule shall be broken the Company will pay to the Insured the value of the glass provided always that the Company's liability shall not exceed in respect of any one piece of glass the Sum Insured thereon as stated in the Schedule and in the aggregate the Total Sum Insured as stated therein.

### Important Notice

1. Please examine this Policy carefully. For enquiry, please contact the Company or your Insurance Broker/Agent immediately.
2. Pursuant to the Cancellation Condition of this Policy, the Company will charge a minimum premium of HK\$500 if the Policy is terminated at the request of the Insured.

### 請注意

1. 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。
2. 根據取消保險單條款，若投保人終止保單，本公司將收取不少於港幣五百元正保費。

## Exclusions

This Policy does not cover:

1. loss or damage directly or indirectly occasioned by or through or in consequence of
  - (a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not)
  - (b) civil war mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising insurrection rebellion revolution conspiracy military or usurped power
  - (c) martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege
  - (d) any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of any de jure or de facto Government or to the influencing of it by terrorism or violenceor loot sack or pillage in connection with any of the aforementioned occurrences
2. any consequence of strike or riot
3. breakage by or arising out of fire or preventive or salvage operations consequent thereon explosion earthquake volcanic eruption or flood
4. breakage of lettering unaccompanied by breakage of glass
5. breakage of or damage to frames or framework of any description
6. the cost of removing or replacing fixtures or fittings
7. breakage due to dilapidations of frames or framework
8. any loss or destruction of or damage or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel solely for the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission
9. any loss or destruction or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material

## Special Clauses

(The following clauses apply to the Policy)

### 1. War and Terrorism Exclusion Endorsement

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;

- (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.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any 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 endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.

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

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

## 2. Terrorism Exclusion for Contamination & Explosives

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

- (a) biological or chemical contamination
- (b) missiles, bombs, grenades, explosives

due to any act of terrorism.

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

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

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

## 3. Cyber Risks Exclusion

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.
- (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. Radioactive Exclusion Clause

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.

## 5. Sanction Exclusion

Notwithstanding anything to the contrary in the Policy the following shall apply:

If, by virtue of any law or regulation which is applicable to the Company at the inception of this Policy or becomes applicable at any time thereafter, providing coverage to the Insured 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 the Company shall provide no coverage or benefit or have no liability whatsoever to the Insured, to the extent that it would be in breach of such law or regulation.

## 6. Communicable Disease Exclusion Endorsement (LMA 5393 rev)

- 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.

#### Conditions

**This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.**

1. Immediately upon having knowledge of any event giving rise or likely to give rise to a claim under this Policy the Insured shall give written notice thereof to the Company and within seven days thereafter deliver to the Company a claim in writing and supply all such detailed proofs and particulars as may be reasonably required.
2. If any claim shall arise through or be attributable to the act neglect or default of any person or persons other than the Insured or his servants then the Insured shall at the request and cost of the Company institute take and prosecute such proceedings at law or otherwise and render such assistance as may be necessary for recovery from the person or persons by or to whose act neglect or default the damage may have been sustained or attributable and all money so recovered shall be the property of the Company.
3. The Insured shall take all reasonable precautions for the safety of the glass including salvage glass. The Company shall be entitled to any salvage glass resulting from breakage in respect of which a claim has been paid hereunder.
4. No claim shall be recoverable hereunder if the Premises shall become empty or disused or if any change shall be made in the Premises or Occupancy or in the conditions of the risk as existing at the time of acceptance unless in any of such cases the written consent of the Company thereto be first obtained.
5. All differences arising out of this Policy shall 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 shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

6. The Company may cancel this Policy by sending seven days' notice by registered letter to the Insured at his last known address and in such event the Insured shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired period of insurance.

The Insured may cancel this Policy at any time by giving written notice to the Company and in such event the Insured shall be entitled to a refund of the unused part of premium paid in respect of the unexpired period of insurance calculated as per the table specified below. The Company shall retain a minimum premium of HK\$500.

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. The due observance and fulfilment of the terms, conditions and endorsements of this Policy by the Insured in so far as they relate to anything to be done or complied with by him and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.
8. The Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) does not apply to this Policy, and the only parties who may enforce the terms of the Policy are the Company and the Insured (or their authorized representatives).
9. The Company will send the Insured a renewal notice with the renewal terms (the terms may be different from this Policy) if the Company desire to renew this Policy. This Policy will be renewed if the required premium and documents for renewal are received by the Company in accordance with the renewal terms. The renewal of this Policy shall not constitute any waiver of the Company's right under this clause and/or the renewed Policy.