



Enquiry Hotline: 3187 5100

BOC BUSINESS COMPREHENSIVE INSURANCE PLAN POLICY

WHEREAS THE INSURED by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to BANK OF CHINA GROUP INSURANCE COMPANY LIMITED. (hereinafter called the Company) for the insurance hereinafter contained and has paid the premium as consideration for such insurance.

NOW THIS POLICY witnesses that subject to the Terms, exclusions, conditions, limit of liability contained herein, affixed hereto or endorsed herein (all of which are deemed to be incorporated herein), the Company agrees to indemnify the Insured in respect of any or all the accidents hereinafter mentioned happening during the period of insurance.

Provided always that the truthfulness, accuracy and completeness of all information provided or declared in the proposal and declaration by the Insured, the due observance and fulfillment by the Insured of all the terms and conditions contained or incorporated herein shall be a condition precedent to any liability on the part of the Company under this Policy.

For the purposes of this Policy and where the context permits, words importing the singular number only also include the plural and vice versa and words importing the masculine gender only also include the feminine and vice versa.

PART I - GENERAL DEFINITIONS

Any of the following words and expressions to which a specific meaning has been attached in the Policy, the Schedule, endorsement and any memoranda shall bear such specific meanings wherever it may appear.

- 1. Anniversary Period**
means twelve (12) months from the start day of insurance as specified in the Schedule of this Policy and any subsequent twelve (12) month's anniversary thereafter.
- 2. Bodily Injury**
death or injury caused solely and directly by accidental, external, violent and visible means and which are independently of any other cause and not by sickness, disease or gradual physical or mental disorder.
- 3. Buildings**
the structure of the Insured's office or shop at the "Situation" mentioned in the Schedule including landlord's fixtures and fittings.
- 4. Business**
means the business insured by this Policy and with the business carried on at the Premises located at the "Situation" specified in the Schedule.
- 5. Contents**
means contents at the Premises including but not limited to:
 - a. furniture, fixture, fittings and utensil, equipment, electrical appliance or machinery and internal telephone installations;
 - b. Interior decorations, Tenants' Improvements and landlords' fixtures and fittings for which Insured is responsible.
 - c. Stock and samples of general merchandise;
 - d. computer systems' records;
 - e. any one deed, document, book, map, architects' plans, model, manuscripts, moulds, plans and designs, records, card, tape, file or transparency etc;
 - f. Personal Effects (including Valuables) belonging to the Insured, the Insured's partners, directors and Employees;
 - g. works of art.
- 6. Earnings**
as defined under the Employees' Compensation Ordinance such as wages, salaries, bonus allowance and all other benefits paid by the employer to the Employee.
- 7. Employee**
carry the same meaning under the Employees' Compensation Ordinance.
- 8. Excess**
means the first amount that the Company will not pay in respect of any one accident giving rise to a claim.
- 9. HKSAR**
means the Hong Kong Special Administrative Region of The People's Republic of China.
- 10. Insured**
means the person(s), partnership, corporation or organization who applies for this Policy and in whose name the Policy is issued.
- 11. Money**
means cash, bank and currency notes, cheques, postal orders, money orders, crossed bankers' draft, postage stamps, unexpired units in franking machines and credit card sales vouchers, all belonging to or for which the Insured is responsible.
- 12. Personal Effects**
means clothing and articles of personal use that are designed to be either worn or carried excluding Money and portable phones.
- 13. Premises**
means the buildings of the Insured's office or shop located at the "Situation" shown in the Schedule of which are built and roofed with cement and concrete.
- 14. Schedule**
means the pages attaching to the Policy which set out the details of the Insured's name, Situation/Premises, the period of insurance, the premium, the insured plan and sum insured and the SECTION of the Policy that are operative. It forms a part of and should be read in conjunction with the Policy.
- 15. Stock**
means the stock in trade and samples of general merchandise belonging to the Insured or for which the Insured is held legally responsible, whilst at the Premises. This item specifically excludes all high-value goods, including but not limited to mobile phone, electronic goods, video, audio and photographic equipment, jewellery, gold, silver, precious stones or metals/gems, watches, furs, edible bird's nest, ginseng, precious Chinese medicine and the like.
- 16. Tenants' Improvements**
improvements or betterments on walls, windows, ceiling, floors or doors made by the Insured within the Premises.
- 17. Terms**
means all terms, limitations, exceptions and conditions contained or endorsed onto the Policy and Schedule.

- 18. Valuables**
means jewellery, gold, silver, precious stones or metals/gems, watches, furs, antiques, pictures, sport equipment, binoculars, telescopes, curios, stamps or coins.

PART II - COVERAGE

SECTION 1: CONTENTS & EQUIPMENT

The Company will subject to the maximum limit of indemnity stated in the Schedule in this Policy indemnify the Insured by payment, repair, reinstatement or replacement of property against accidental physical loss of or damage to Contents whilst contained in the Premises during the period of insurance.

Limitations to Contents:

1. Cover for "PART I - item 5c & 5d under Contents" is limited to the value of the materials together with the reasonable cost of clerical labour and time expended in writing up or reproducing the lost or damaged items, and excluding any expenses in connection with the production or collection of information to be recorded, and not for the value of the information contained therein.

Extension cover :

Subject to the Company's liability not exceeding the sum insured stated in the Schedule applicable to SECTION 1, this Policy is extended to indemnify the Insured for:

- 1. Damage to Premises**
Damage to the Premises for which the Insured is responsible, caused by theft or attempted theft involving forcible and violent means of entry into or exit from the Premises.
- 2. Temporary Removal**
Loss of or damage to Contents (other than deeds, non-negotiable documents, Personal Effects, portable phones or computer, fixed glass and mirrors) whilst temporarily removed from the Premises but within HKSAR for cleaning, renovation, repair or similar purpose.
- 3. Damage to Fixed Mirror or Glass**
Accidental breakage of fixed mirror or glass whether installed in the windows, doors or otherwise, including the reasonable cost of temporary boarding-up arising from such breakage. This extension specifically excludes damage caused by scratching and the cost of lettering or decoration of the glass or mirror.
- 4. Removal of Debris**
The reasonable cost of removing debris of the Contents and Stock necessarily incurred following loss or damage covered under this SECTION 1.
- 5. Fire Extinguishing Expenses**
Includes the costs and expenses necessarily and reasonably incurred by the Insured in the prevention of fire at or adjoining the Premises and threatening the insured Contents and Stock. Such expenses shall include fire brigade charges, the cost of recharging or replacing fire extinguishing equipment and all other costs and charges associated with the extinguishment or prevention of the fire.
- 6. Architects', Surveyors' and Consulting Engineers' Fees**
Extended to cover Architects', Surveyors' and Consulting Engineers' fees necessarily incurred in the reinstatement of the property specified consequent upon its destruction or damage but not for preparing any claim. It being understood that the amount payable for such fees shall not exceed those authorized under the scale of professional charges of the "Royal Institution of Chartered Surveyors and/or of the Association of Consulting Engineers" as the case may be, or of the respective equivalent local body.
- 7. Lawful Alterations, Decoration or Repair Clause**
Loss of or damage to the Contents and Stock as insured under this Policy will not be prejudiced by any lawful alteration, repair, decoration, or maintenance works performed by any outside contractor at the Premises, provided that the value of such works for each contract shall not exceed the amount as shown in respect to this item in the "Limit of Indemnity Table" in this Policy. In the event of any contract value exceeds the amount as provided in this Policy, prior notice must be given to the Company who reserves the right to charge an additional premium for inclusion of such contract in the coverage hereunder.

For the purpose of this clause, this insurance shall not apply to the contract works or additional property incorporated unless such work has been completed and declared to be included in the Policy and the maximum limit of indemnity being revised to reflect the same.

The Company shall not be liable for any claim recoverable under any other material damage policy or under any "Contractors All Risks" policy that has been taken into effect by the Insured or the Insured's contractors.
- 8. Damage to advertising signs or decorations (this coverage is only applicable to Insured as shop)**
In the event of accidental damage to Insured's advertising signs or decorations located on or at the Premises or anywhere within HKSAR, the Company shall pay for the reasonable cost of repair or replacement. It is warranted and the Insured shall prove that the said

advertising signs or decorations has been inspected at regular intervals and be maintained in sound conditions.

9. Replacement of locks

Cover the reasonable cost of replacing the damaged door locks caused by theft or attempted theft involving forcible and violent means of entry into or exit from the Premises.

10. Stock in transit

Loss of or damage to Stock whilst such Stock is in the ordinary course of transit within HKSAR, but excluding loss of or damage to Stock from unattended vehicle, overnight storage or left in the open.

11. Document in transit

In respect of any document which is lost or damaged whilst in transit anywhere in HKSAR, the Company shall pay for the cost only for reinstating such documents but not their intrinsic value.

Errors & Omissions Clause applicable to SECTION 1

This Policy shall be void in the event of wilful misrepresentation, mis-description, or non-disclosure in any material particular, at the commencement of this insurance. However, it is agreed that this Policy will not be invalidated by:

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

Provided that the Insured shall upon becoming aware of such error, omission or breach 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.

Time Adjustment Clause applicable to SECTION 1

In the event of loss, destruction or damage to the property insured caused by typhoon, storm, tempest, flood or earthquake, the amount of Excess in respect of each and every such claim shall apply afresh and be deducted again in respect of any loss or damage occurring after seventy-two (72) hours freedom from typhoon, storm, tempest, flood or earthquake.

Pair or Set Clause

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.

Basis of Settlement applicable to SECTION 1

The Company may at its option, repair, replace, reinstate or pay in cash the amount of the loss or damage. The amount payable will be the reasonable cost of repairing or replacing the property (other than for Stock) without deduction for wear and tear and depreciation provided that the costs have been incurred for replacement or reinstatement to a condition similar to but not better than new.

If two or more articles are insured under a single item or a set for the purpose of determining the Company's maximum liability per article the basis of settlement in respect of that item or set shall be deemed to have been apportioned equally between the said articles.

If at the time of loss, destruction or damage, the covered amount by this SECTION 1 is less than the value of all property covered under this Policy, the Insured shall bear a share of the loss or damage corresponding directly to the proportion of underinsurance.

Automatic Reinstatement of Sum Insured under SECTION 1

In the event of loss or damage recoverable under this SECTION 1 the sum insured will be automatically reinstated from the date of notification of a claim. The Company reserves the right to charge an additional premium on a pro-rata basis from the date of the loss to the expiration of the Policy.

Legal Requirements Warranty under SECTION 1

The Insured's due compliance with and observation of all provisions, requirements and regulations of:

1. the Fire Services Department; and/or
2. the Labour Department; and/or
3. the Dangerous Goods Ordinance; and/or
4. any other Statutory Obligation,

(including any notice given and requirements made pursuant to same, the breach and disregard of which may affect or increase the risk insured under this SECTION 1) shall be a condition precedent to the liability of the Company under the Policy.

Limits of Liability

The Company's maximum liability under this SECTION 1 and its extensions shall not exceed the sum insured in respect to this SECTION 1 as stated in the Schedule.

Exclusions to SECTION 1:

1. This SECTION 1 does not cover:
 - (1) Excess as specified in the "Limit of Indemnity Table" in this Policy;
 - (2) Valuables, Money, travel tickets, securities or other negotiable documents, except specially insured under specific SECTION of this Policy;
 - (3) property, Personal Effects (including Valuables), Stock more specifically insured under any other insurance;
 - (4) watercraft, aircraft, motor vehicles or other mechanically or electrically propelled vehicles or accessories licensed for road use;
 - (5) explosives, animals or livestock, plant, property in the open;
 - (6) loss of or damage to property undergoing construction, erection, installation, or the imposition of abnormal conditions directly or indirectly resulting from testing, overloading, or experiments;
 - (7) loss of or damage to property being worked on and directly arising from any process of manufacture, repair, alteration or servicing;
 - (8) the cost of normal upkeep or making good;
 - (9) breakage of china, porcelain or other brittle articles (other than sanitary ware, fixed glass or mirrors) unless due to fire or theft;
 - (10) loss of or damage to any boiler, economizers, turbines, or other pressure vessel including pipes, valves and other apparatus thereof, resulting from explosion, rupture, collapse, bursting, cracking, burning out or bulging thereof, provided that this exclusion is limited to the aforementioned items immediately affected and does not extend to other property as a result of such explosion, rupture or bursting;
 - (11) consequential loss of any kind;
 - (12) any loss or shortage arising from unexplained disappearance, inventory shortage,

misfiling or misplacing, accounting or clerical errors or omissions, or any claim which are not identifiable with a specific occurrence insured by this Section 1;

- (13) any loss, damage or costs arising from false programming, punching, labelling or inserting, inadvertent cancellation of information or discarding of data carrying media, and loss of information caused by magnetic fields;
 - (14) the cost of rectifying defective design, materials or workmanship but this exclusion will not apply to other property insured under this Policy which is lost or damaged in consequence of such defective design, materials or workmanship.
2. This SECTION 1 does not cover loss or damage caused by or arising from:
 - (1) wear, tear, depreciation, inherent vice, latent defect, rust, corrosion, mildew, mould, fungus, wet or dry rot, gradual deterioration or slowly developing deformation or distortion, pollution or contamination, insects, larvae, moths, vermin, scratching of glass or any process of cleaning, dyeing, repairing, restoring or renovation;
 - (2) delay, confiscation, detention or destruction by customs or other officials or authorities;
 - (3) mechanical or electrical breakdown or derangement, but loss or damage by fire or explosion ensuing therefrom is not excluded;
 - (4) change in temperature or humidity, failure or inadequate operation or any variation in temperature of an air-conditioning, cooling or heating system;
 - (5) the failure of the supply of water, gas, electricity or fuel, or the deliberate act of the suppliers of water, gas, electricity or fuel;
 - (6) misuse or use contrary to manufacturers' instructions or specifications of office or shop appliances and equipment;
 - (7) failure of design, fault, defect or omission in designs, plans or specifications;
 - (8) shrinkage, evaporation, loss of weight, change in flavor, colour, texture or finish, action of light, or exposure to weather conditions;
 - (9) total or partial cessation of work or the retarding or interruption or cessation of any process or operation caused thereby;
 - (10) the insured property's own fermentation, natural heating or spontaneous combustion, or by its undergoing any heating or drying process;
 - (11) fraud, dishonesty or any wilful act intending to cause loss of any member of the Insured's directors, partners or Employee except as provided under specific SECTION of this Policy.

SECTION 2: BUSINESS INTERRUPTION

If the Business is interrupted as a consequence of loss or damage by an insured event for which the Company has admitted liability under SECTION 1 of this Policy, the Company will indemnify the Insured up to the sum insured in respect to this SECTION 2 stated in the Schedule in regard to the loss of profit and increase in cost of working resulting from such interruption.

The amount payable as indemnity thereunder shall be:

1. in respect of loss of profit: the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall, in consequence of the damage, fall short of the Standard Turnover;
2. in respect of increase in cost of working: the additional expenditure (subject to the Provisions 2 under this SECTION 2) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the damage, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided;

less any sum saved during the Indemnity Period in respect of such of the Insured Standing Charges as may cease or be reduced in consequence of the damage.

Definitions applicable to SECTION 2:

1. **Annual Turnover** - the Turnover during the twelve (12) months immediately before the date of the damage.
2. **Gross Profit** - the sum produced by adding to the Net Profit the amount of the Insured Standing Charges, or if there be no Net Profit the amount of the Insured Standing Charges less such a proportion of any net trading loss as the amount of the Insured Standing Charges bears to all the Standing Charges of the Business.
3. **Indemnity Period** - the period beginning with the occurrence of the damage and ending not later than the period as specified in the "Limit of Indemnity Table" in this Policy thereafter during which the results of the Business shall be affected in consequence of the damage.
4. **Insured Standing Charges** - Employees' salaries, rent, director's fees, legal and auditing fees, interest on borrowed money, advertising, insurance premium, travelling expenses, heating and lighting, sundries(not to exceed 5% of the Insured's specified Standing Charges at the time of claim).
5. **Net Profit** - the net trading profit (exclusive of all capital receipts and accretions, and all outlay properly chargeable to capital) resulting from the Business of the Insured at the Premises after due provision has been made for all Standing and other Charges including depreciation.
6. **Rate of Gross Profit** - the rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the damage.
7. **Standard Turnover** - the Turnover during that period in the twelve (12) months immediately before the date of the damage which corresponds with the Indemnity Period.
8. **Turnover** - the money paid or payable to the Insured for goods sold and delivered and for services rendered in course of the Business at the Premises.

Annual Turnover, Rate of Gross Profit and Standard Turnover additional conditions:

Adjustment shall be made as may be necessary to provide for the trend of the Business and for variations in or special circumstances affecting the Business either before or after the damage or which would have affected the Business had the damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the damage would have been obtained during the relative period after the damage.

Extension cover :

1. **Professional Accountants' Charges**
Professional accountants' and auditors' charges up to the maximum limit of indemnity in this item as stated in the "Limit of Indemnity Table" in this Policy in respect of any one occurrence necessarily and reasonably incurred for producing and certifying any particulars, information or evidence (i.e. details contained in the Insured's books of account or other Business books or documents or with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith) required by the Company in connection with the investigation and verification of claim under this SECTION 2.

2. Denial of Access

Increase in cost of working resulting from interruption of the Business in consequence of loss of or damage to property in the vicinity of the Premises which prevents or hinders the use of the Premises or access to it irrespective of whether the insured Premises or Contents are damaged or not provided that the Company shall not be liable for any claim relating to the first 48 consecutive hours of each such interruption.

3. Failure of Public Utilities

Loss as insured by this SECTION 2 resulting from interruption of the Business in consequence of loss of or damage to property at any electricity station or sub-station, gas works or water works of the public utility undertakings from which the Insured obtains electricity, gas or water provided that the Company shall not be liable for any claim relating to the first 48 consecutive hours of each such failure.

Provided, however, that the Company shall not be liable for any loss occasioned by the deliberate act of the government, 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 exercise by any such authority of its power to withhold or restrict or ration supply not necessitated solely by damage to the supply undertaking's generation or supply equipment by an insured peril.

Provisions applicable to SECTION 2:

1. If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the Premises for the benefit of the Business either by the Insured or by others on his behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.
2. If any Standing Charges of the Business be not insured by this SECTION 2 then in computing the amount recoverable hereunder as increase in cost of working that proportion only of the additional expenditure shall be brought into account which the sum of the Net Profit and the Insured Standing Charges bears to the sum of the Net Profit and all the Standing Charges.
3. It is hereby declared and agreed that no claim shall be admitted under this SECTION 2 unless the interruption at the Premises insured exceeds 48 consecutive hours from the period beginning with the occurrence of the damage.

Limits of Liability

The Company's maximum liability under this SECTION 2 and its extensions cover shall not exceed the sum insured in respect to this SECTION 2 as stated in the Schedule.

Exclusions to SECTION 2:

Cover shall cease automatically

1. once the Business is wound up or otherwise permanently discontinued or is carried on by a receiver or liquidator; or
2. if the interest of the Insured ceases other than by death; or
3. if any alteration is made either in the Business or in the Premises or property contained therein whereby the risk of damage is increased unless admitted by the Company in writing.
4. if interruption is consequent upon dishonesty or fraudulent action by the Insured or by any of the Insured's Employees.

SECTION 3: LOSS OF MONEY

The Company will indemnify the Insured against accidental loss of Money anywhere in HKSAR up to the sum insured in respect to this SECTION 3 as stated in the Schedule and subject to the maximum limit of indemnity stated in the "Limit of Indemnity Table" in this Policy in respect of any one occurrence:

1. crossed cheques, crossed money or postal orders, crossed bankers' drafts and credit card sales vouchers;
2. Money other than item 1 above whilst:
 - (1) at the Premises during Business hours;
 - (2) in transit anywhere in HKSAR in the custody of the Insured or authorized Employees;
 - (3) in a bank night safe;
 - (4) at the Premises after Business hours;
 - in a locked safe or strongroom;
 - not in a locked safe or strongroom;
 - (5) at the residence of directors, partners or authorized Employees.

Extension cover :

1. Damage to Safes or Strongroom

In the event of loss of or damage to safes or strongroom directly associated with any theft or attempted theft therefrom, the Company will indemnify against such loss or damage up to maximum limit of indemnity of this item stated in the "Limit of Indemnity Table" in this Policy provided that the same claim cannot be made under the other SECTIONS of the Policy.

2. Loss caused by the acceptance of counterfeit money

Loss due to acceptance of counterfeit currency notes that are not paid upon presentation to the legal tender notes issuers. The acceptance of counterfeit currency notes must be in exchange for merchandise, money or services and as part of a normal business transaction. This cover is limited to counterfeit Hong Kong dollar notes and / or Renminbi notes only and subject to a maximum limit of indemnity of this item stated in the "Limit of Indemnity Table" in this Policy.

Notwithstanding the foregoing, it is further provided that:

- (1) the loss must be reported to the Hong Kong police force and certified counterfeit notes by the competent authority in Hong Kong; and
- (2) the loss must be reported to the Company within seven (7) days of discovery of receipt of such counterfeit notes.

Warranties applicable to SECTION 3:

It is warranted that:

1. all keys and notes of combination lock letters and numbers for safes, vaults and strongrooms containing Money shall be removed from the Premises by the Insured or persons authorized by the Insured and retained in their custody after Business hours; and
2. the Insured shall keep a proper written record of all Money insured and shall allow the Company at any reasonable time to inspect such record;
3. the Premises are never left at any time without a responsible person in attendance therein during Business hours.

Exclusions to SECTION 3:

1. shortage due to clerical or accounting error or omission or any loss not identifiable with a specific event;

2. loss from any unlocked and/or unattended vehicle;
3. any loss not notified to the Company within 14 days of its occurrence;
4. loss of Money entrusted to any person other than the Insured or an Employee of the Insured;
5. loss of Money in transit by post;
6. loss resulting from a safe or strongroom being opened by the use of any key or combination code unless this has been obtained by violence or threat of violence to any person;
7. loss due to depreciation in value;
8. loss more specifically insured under specific policy or policies;
9. any loss in transit by Employees under 18 years of age or over 65 years of age;
10. loss due to any fraudulent, dishonesty or criminal act by any Insured, a partner therein, or an officer, Employee, director, trustee or authorized representative thereof, while working or otherwise and whether acting alone or in collusion with others.

SECTION 4: PERSONAL ACCIDENT

Should the Insured or any of the Insured's partners, directors or Employees aged between 18 and 65 years sustain Bodily Injury as a result of theft or attempted theft in the course of his duties in the Insured's Business, the Company will pay to such person (or to his legal personal representative) up to the sum insured in respect to this SECTION 4 as stated in the Schedule and subject to the maximum limit of indemnity stated in the "Limit of Indemnity Table" in this Policy should such Bodily Injury solely and directly within 12 continuous months from the occurrence thereof resulting in death or total and permanent disablement from engaging in or attending to employment or occupations of any and every kind.

SECTION 5: PUBLIC LIABILITY

The Company will subject to the sum insured in respect to this SECTION 5 as stated in the Schedule and the Jurisdiction condition in this Policy indemnify the Insured against all sums, which the Insured shall become legally liable to pay as damages consequent upon:

1. Bodily Injury to any person other than a partner, director of the Insured or an Employee;
2. accidental loss of or damage to third party property other than:
 - (1) property belonging to the Insured or held in trust by or in his custody or control or
 - (2) property held in trust by or in the custody or control of an Employee or an agent of the Insured in the course of the Businessand happening in the Premises during the effective period of insurance in connection with the Business.

The Company will in addition pay all the below costs and expenses of litigation;

1. recovered by any claimant against the Insured;
2. incurred with the written consent of the Company.

The Company will also in the event of death of the Insured indemnify the Insured's legal 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, fulfill and be subject to the Terms of this Policy in so far as they can apply.

Definition applicable to SECTION 5:

Business: also include the provision and management of canteens for the benefit of the Insured's Employees and internal first aid, fire and ambulance services.

Extension cover :

1. Overseas Commercial Visits

The indemnity is extended to apply to legal liability for Bodily Injury to third party or damage to property incurred by the Insured or any of the Insured's directors, partners or Employees during occasional visits outside HKSAR in connection with the Business provided that the cover hereunder shall not apply to manual working assignments abroad and the Insured or any of the Insured's directors, partners or Employees who normally reside in HKSAR shall observe, fulfill and be subject to the Terms, Limits and Jurisdiction of the Policy.

2. Food and Drink

The Company hereby agrees up to the limitations stated in the "Limit of Indemnity Table" of this Policy to extend cover the Insured's legal liability for third party Bodily Injury or illness directly caused by food or drink poisoning or the presence of deleterious matter in such food or drink provided that such food and drink are supplied by the Insured and consumed at the Premises.

3. Tenants Liability

Notwithstanding anything herein contained to the contrary it is hereby agreed that the Company will subject to its Terms, limitations and conditions extend to cover the Insured's legal liability as tenant to the landlord against loss of or damage to the Premises or fixtures or fittings thereof hired or rented to the Insured provided that this extension shall not apply to any liability assumed under a tenancy or other agreement but which would not have attached in the absence of such agreement.

4. Independent Contractor's Liability

Extends to indemnify all sums which the Insured shall become legally liable to pay as damages consequent upon Bodily Injury to third party or damage to property arising out of or caused by or in connection with the alteration and/or addition to the Premises owned occupied or managed by the Insured provided always that the value of such works for each contract does not exceed the maximum limit of indemnity in this item as stated in "Limit of Indemnity Table" in this Policy.

It is further agreed that the Company shall not be liable for any claim recoverable from any valid third party liability insurance or the third party liability section of any "Contractors' All Risks" insurance held by the Insured or the Insured's contractors.

5. Social, Sports and Welfare Activities

Extends to indemnify the Insured's welfare, social or sporting clubs whilst undertaking activities within HKSAR on behalf of such clubs (whether committee members or otherwise) in respect of legal liability for third party Bodily Injury or property damage occurring as a result of an accident and happening in connection with their Business as welfare, social and/or sporting clubs. Provided that:

- (1) such clubs and/or members are not entitled to indemnify under any other policy;
- (2) such clubs and/or members shall as though they were the Insured observe, fulfill and be subject to the Terms exclusions and conditions of this Policy so far as they can apply.

6. Advertising Signs or Decorations Liability (this coverage is only applicable to Insured as shop)

Extends to indemnify all sums which the Insured shall become legally liable to pay as compensation for Bodily Injury or property damage arising out of or caused by or in connection with the Insured's advertising signs and decorations and the like.

Except to the extent that the provisions of this Policy are hereby modified, the Terms, exclusions and conditions shall apply.

Limit of Indemnity

The Company's maximum liability under this SECTION 5 and its extensions shall not exceed the sum insured in respect to this SECTION 5 as stated in the Schedule. Provided always that in respect of any one claim or a series of claims resulting from or arising out of one original cause the Company's liability to the Insured under this SECTION 5, including interest, costs and expenses incurred with the Company's written consent, and irrespective of the number of party or parties claiming to be indemnified under this SECTION 5, shall not in aggregate exceed the sum insured in respect to this SECTION 5 specified in the Schedule as the "Limit of Indemnity" for any one accident and any one period of insurance.

Exclusions to SECTION 5:

- Bodily Injury to or illness of:
 - any person employed under a contract of service or apprenticeship with the Insured if such Bodily Injury or illness arises out of and in the course of the employment;
 - any person by whom or by whose dependants any claim is brought against the Insured under the Employees' Compensation Ordinance or any Workmen's Compensation Legislation;
- any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- Bodily Injury or loss or damage caused by vibration or by the removal or weakening or interference with support to land Buildings or any other property;
- expenditure incurred in doing or re-doing or making good any work which the Insured or any Employee or agent of the Insured is or has been working on;
- any claim arising from, caused by, in connection with, resulting from or attributable to
 - the ownership or possession or use by or on behalf of the Insured of:
 - any mechanically propelled vehicle or any trailer except the use within confined Premises of a vehicle or trailer which is not licensed for road use and is not subject to compulsory insurance requirements under any road traffic legislation;
 - any aircraft or watercraft;
 - crane, lift, elevator, hoist or other lifting equipment;
 - the explosion of any boiler or other pressure vessels or apparatus;
 - any goods (or the container thereof) sold and supplied by the Insured except food and drinks supplied under Extension cover 2, of this SECTIONS 5;
 - pollution or contamination of any kind;
- Bodily Injury, loss or damage caused by sub-contractors to the Insured or any person in the service of and/or acting on behalf of such sub-contractor;
- any breach of professional duty service advice or treatment and the dispensing of any medicine or drug by the Insured, his partners, directors, Employees or agents;
- fines, penalties, punitive or exemplary damages;
- any liability arising directly or indirectly out of, caused by or in connection with the existence, handling, processing, manufacturing, mining, sale, transportation, distribution, storage, use, removal, remediation, treatment, disposal or escape of:
 - asbestos or silica dust;
 - asbestos, asbestos products or any product containing asbestos.

SECTION 6: FIDELITY GUARANTEE

The Company will pay up to the sum insured in respect to this SECTION 6 as stated in the Schedule for the Insured's pecuniary loss directly result from the act of fraud or dishonesty committed by the Insured's Employee. Provided that:

- the act of fraud or dishonesty must be committed during the period of insurance;
- the act of fraud or dishonesty must be discovered during the period of insurance or within 30 days after the Policy expiry or within 30 days after death, dismissal or expiry of employment contract of the Employee, whichever is the sooner;
- discovery of any act of fraud or dishonesty must be reported to the police within 24 hours;
- duties of prove has to be provided by the Insured that his pecuniary loss is a direct result of the act of fraud or dishonesty committed by the Employee.

SECTION 7: EMPLOYEES' COMPENSATION (This SECTION is operative if so stated in the Schedule)

The Company will subject to the Terms, exclusions and conditions hereunder indemnify the Insured against liability to pay compensation and claimants' legal costs and expenses either under the Employees' Compensation Ordinance ("the Ordinance") or at Common Law in respect of Bodily Injury by accident or disease caused during the period of insurance to any Employee arising out of and in the course of employment by the Insured.

In addition the Company will pay all other costs and expenses incurred with the Company's written consent.

Provided that in the event of any change in the liability of the Insured under the Ordinance this SECTION 7 of the Policy shall remain in force but the liability of the Company shall be limited to such sums as the Company would have been liable to pay if the Insured's liability had remained unaltered.

GEOGRAPHICAL AREA: HKSAR

Conditions applicable to SECTION 7:

- If the Company is obliged by the Ordinance to pay an amount for which the Company would not otherwise be liable under this SECTION 7 of the Policy the Insured shall repay the amount to the Company.
- The indemnity provided by this SECTION 7 shall not apply in respect of judgements which are not in the first instance delivered by or obtained from a court of competent jurisdiction within HKSAR nor to orders obtained in the said court for the endorsement of judgements made outside HKSAR whether by way of reciprocal agreements or otherwise.

Special Condition applicable to SECTION 7

The first premium and all renewal premiums that may be accepted are to be regulated by the number of Employees and the total Earnings paid by the Insured to Employees during each period of insurance. The name of every Employee together with his Earnings shall be properly recorded and the Insured shall at all times allow the Company to inspect such records and shall supply the Company with a correct account of the number of Employees and all such Earnings paid during any period of insurance within one month from the expiry date of the Policy. If the number of Employees and the amount so paid shall differ from the amount on which premium has been paid the difference in premium shall be met by a further proportionate payment to the Company.

In the event of the number of Employees or the total Earnings on which the premium is based being insured or declared is less than the actual, the amount of compensation payable shall be reduced proportionately.

Terrorism Clause applicable to SECTION 7

In respect of any injury or death by accident or disease 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 any injury or death by accident or disease:

- the Policy limit of indemnity under this SECTION 7 shall be such amount the Company actually receives from the Government of the HKSAR ("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 Bodily Injury or death arising out of an event of terrorism ("the Facility Agreement");
- the Company will only be required to make payment after it has received from the Government (a) an approval letter confirming that the Company should settle the claims and (b) payment under the Facility Agreement;
- 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 any injury or death by accident or disease does not fall within the scope of the Facility Agreement or the Company's breach of the Facility Agreement.

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

If the Company alleges that any injury or death by accident or disease does not fall 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.

Exclusions to SECTION 7:

The Company shall not be liable under this SECTION 7 in respect of:

- the Insured's liability to Employees of contractors to the Insured;
- any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- any sum which the Insured would have been entitled to recover from any party but for agreement between the Insured and such party;
- any Bodily Injury or disease sustained outside the geographical area;
- any person who is not an Employee;
- any liability arising from pneumoconiosis or noise-induced deafness;
- any late payment surcharges or fines for which the Insured may become liable under the Employees' Compensation Ordinance;
- all Bodily Injury losses to self-employed persons or sole proprietors; and
- any liability arising directly or indirectly out of, caused by or in connection with the existence, handling, processing, manufacturing, mining, sale, transportation, distribution, storage, use, removal, remediation, treatment, disposal or escape of:
 - asbestos or silica dust;
 - asbestos, asbestos products or any product containing asbestos.

IMPORTANT NOTICE: The Employees' Compensation Ordinance requires an employer to take out an insurance policy covering ALL Employees engaged in his Business with a MINIMUM AMOUNT of insurance coverage. The Insured should ensure that this Policy complies with the Ordinance requirements. A subsequent change in number of Employees may result in a higher amount of insurance coverage being required under the Ordinance. In this event, the Insured should consult the Company immediately.

SECTION 8: BUILDINGS (This SECTION is operative if so stated in the Schedule)

The Company will subject to the Terms of this Policy indemnify the Insured by payment, repair, reinstatement or replacement against accidental physical loss of or damage to Buildings caused by fire, or by lightning, or by explosion of boilers or gas used for domestic purposes only, or by any extra perils specified in the Schedule during the period of insurance and up to the sum insured in respect to this SECTION 8 as stated in the Schedule.

The sum insured must represent the full replacement cost at the time of the loss or damage; if it does not, then claims will be paid after a deduction of wear, tear and depreciation.

The Company will indemnify the Insured against architects' and surveyor's fees (for estimates, plans specifications, quantities, tender and supervision) necessarily incurred in the reinstatement or replacement of the Buildings hereby insured due to accidental physical loss or damage covered under this Policy excepting insofar as the Company elects to reinstate or replace wholly or in part any property so damaged or destroyed. The amount payable in respect of such fees shall not include expenses incurred in connection with the preparation of the Insured's claim.

The Company's maximum liability under this SECTION 8 in respect of any one occurrence of loss shall not exceed the sum insured in respect to this SECTION 8 as stated in the Schedule.

Automatic Reinstatement of Sum Insured

In the event of any claim under this SECTION 8 of the Policy the sum insured in respect of the item against which payment is made is automatically reinstated by the amount so paid provided that the Insured shall have paid the appropriate additional premium from the date of reinstatement until expiry date of this Policy.

Condition of Average under SECTION 8: If the Buildings shall at the time of any accidental physical loss or damage for which indemnity is provided under SECTION 8 is of greater value than the sum insured as stated in the Schedule, then the Insured shall be considered as being his own insurer for the difference and shall bear a ratable proportion of the amount of such accidental physical loss or damage accordingly.

Exclusions to SECTION 8:

- This Policy does not cover loss or damage directly or indirectly caused by or contributed to:
 - lack of maintenance, structural defect of the Buildings;
 - seepage of water except damage caused by rain through openings made to the fabric of the Buildings by direct force of typhoon or windstorm;
 - wear, tear, depreciation, moths, woodworm, beetle, other insects or vermin;
 - fungus, damp, rust, rot, corrosion, the act of light or atmosphere, or gradual deterioration;

- (5) electrical or mechanical breakdown or derangement of electrical appliances or computer equipment;
 - (6) misuse or use contrary to manufacturer's instruction, inherent defect or faulty design in materials, workmanship, plan or specifications;
 - (7) animal(s);
 - (8) denting, chipping or scratching;
 - (9) alterations or repairs involving the removal of structural support;
 - (10) landslip, subsidence or erosion;
 - (11) setting or cracking of land resulting from earth movements or underground water pressure, shrinkage or expansion of foundation;
 - (12) any process of cleaning, repair, restoring, renovation, maintenance or dyeing.
2. This Policy does not cover loss of or damage to:
- (1) any illegal structure of the Buildings;
 - (2) Buildings are left unoccupied for a period of more than sixty (60) consecutive days without written consent from the Company, except the loss or damage caused by fire, lightning, thunderbolt, explosion, earthquake, typhoon, windstorm, bursting of pipes or flood.

PART III - GENERAL EXCLUSIONS (applicable to the whole Policy)

The Company shall not be liable in respect of:

1. any accident, loss, damage, expense, liability or Bodily Injury occasioned by or through or in consequence directly or indirectly of:
 - (1) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), or civil war;
 - (2) mutiny, riot, military or popular rising, insurrection, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege;

(In any action, suit or other proceedings where the Company alleges that by reason of the provisions of this GENERAL EXCLUSIONS "item 1" any accident, loss, damage, expense, liability or Bodily Injury is not covered by this Policy, the burden of proving that such accident, loss, damage, expense, liability or Bodily Injury is covered shall be upon the Insured.)
2. any accident, loss, damage, expense, liability or Bodily Injury occasioned by or through or in consequence directly or indirectly of confiscation, commandeering, requisition or destruction of or damage to the property insured by order of the government de jure or de facto or any public, municipal or local authority of the country or area in which the Premises is situated;
3. any accident, loss, damage, expense, liability or Bodily Injury directly or indirectly caused by or arising from or in consequence of or contributed to by:
 - (1) nuclear weapons material;
 - (2) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and, solely for the purpose of this general exclusion item 3 (2), combustion shall include any self-sustaining process of nuclear fission;
4. consequential loss or damage of any kind;
5. any claim results from unexplained or mysterious disappearance;
6. any accident, loss, damage, expense, liability or Bodily Injury directly or indirectly caused by or arising out of the wilful negligence of the Insured;
7. judgments, which are not in, the first instance delivered by or obtained from a court of competent jurisdiction in HKSAR; and
8. any loss of or damage to Stock in any cellar or basement unless placed on racks at least 4 inches above floor level.

PART IV - AUTOMATIC RENEWAL

1. Upon payment of premium when due, this Policy will remain in force until the next premium due date unless the Policy has otherwise been cancelled as set out in "PART V - CANCELLATION".
2. No renewal documents are issued and the Insured's existing Policy plus premium payment is the evidence of valid cover under this Policy.

PART V - CANCELLATION

This Policy may be cancelled;

1. at any time at the request of the Insured during a particular Anniversary Period, in which case the Company will retain the customary short period rate for the time the Policy has been in force as shown below:

Period Covered (not exceeding)	Premium Refund
1 - 5 months	50%
6 months	40%
7 months	30%
8 months	20%
9 months	10%
Over 10 months	Nil

2. at the option of the Company by giving thirty (30) days notice in writing to the Insured's last known address and in such event will return to the Insured the premium paid less the pro rata portion thereof for the period the Policy has been in force.

PART VI - CLAIMS CONDITIONS

(applicable to whole Policy unless specifically provided in the individual PART/ SECTION when such provision will prevail)

1. In the event of any happening which may give rise to a claim under this Policy, the Insured:
 - (1) shall give notice as soon as possible in writing to the Company;
 - (2) shall give notice to the police as soon as possible, if there has been theft or any attempt thereat;
 - (3) shall at his own expense supply the Company with full particulars in writing as soon as possible and in any case not later than thirty (30) days after the occurrence of the loss or damage;
 - (4) shall send to the Company any writ, summons or other legal proceedings issued or commenced against the Insured and shall at his own expense give all necessary information and assistance whenever being requested by the Company to enable the Company to settle or resist any claim or to institute proceedings, if a claim may arise under SECTION 5 (Public Liability) or SECTION 7 (Employees' Compensation);

- (5) shall not incur any expense in making good any loss or damage and shall not negotiate, pay, settle, admit or repudiate any claim without the written consent of the Company; and
 - (6) shall at his own expense give the Company all such records, books of account or document or other such information as the Company may reasonably require for investigating or verifying a claim.
2. The Company shall be entitled:
- (1) on the happening of any loss or damage for which indemnity is provided under SECTION 1 (Contents & Equipment) and/or SECTION 3 (Loss of Money), 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 and this Policy or any copy thereof certified by the Company shall be proof of leave and licence for such purpose but no property may be abandoned to the Company;
 - (2) 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 in respect of any liability covered by this Policy;
 - (3) 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
 - (4) to pay at anytime to the Insured the limit of liability under SECTION 5 (Public Liability) and SECTION 7 (Employees' Compensation) 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 in connection with such claim or claims except for costs and expenses incurred with the written consent of the Company in respect of the conduct of such claim or claims before the date of such payment.
3. If at the time of any happening giving rise to any loss, damage, expense or liability for which indemnity is provided under this Policy, there shall be any other insurance against such loss, damage, expense or liability or any part thereof the Company shall not be liable for more than its rateable proportion thereof.
 4. If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, all benefits hereunder shall be forfeited.
 5. Upon the payment of a claim under this Policy, any unpaid premium may be deducted from such claim payment.

PART VII - GENERAL CONDITIONS

(applicable to whole Policy unless specifically provided in the individual PART/ SECTION when such provision will prevail)

1. **Identification**
This Policy and the Schedule, memoranda and endorsements hereto shall be read together and any word or expression to which a specific meaning has been attached in any part of the Policy, Schedule, memoranda or endorsements hereto shall bear such meaning wherever it may appear.
2. **Mis-statement or Fraud**
Any false statement made by the Insured in the application of this insurance or making a false or fraudulently inflated claim shall entitle the Company to repudiate liability and all covers under this Policy shall be forfeited.
3. **Reasonable Precautions**
The Insured shall exercise all reasonable precautions to:
 - (1) maintain the Premises in a safe condition;
 - (2) keep up-to-date books fully recording particulars of the Stocks and/or Money;
 - (3) prevent loss, damage, accidents and disease;
 - (4) avoid incurring liabilities;
 - (5) comply with obligations and regulations imposed by any Statute or Authority; and
 - (6) select and supervise competent Employees.
4. **Arbitration**
All difference arising out of this Policy shall be determined by arbitration in accordance with the Arbitration Ordinance as amended from time to time. If the parties fail to agree upon the choice of the arbitrators, then the choice shall be referred to the Chairman of 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 and/or the Employee for any claim hereunder and such claim shall not within twelve (12) 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 hereafter be recoverable hereunder.
5. **Alteration in Risk**
This Policy may be voided if there be any alteration:
 - (1) in the occupation or in the Premises or property therein whereby the risk of loss, damage, liability, accident or injury is materially increased or
 - (2) whereby the Insured's interest ceased except by operation of law, unless such alteration be agreed in writing by the Company.
6. **Warranty**
It is warranted that whenever the Premises are left unattended all locks, bolts and other security protections fitted to the Premises including any security measures that may be required by the Company, are in full and effective operation.
7. **Jurisdiction**
This Policy shall be subject to the jurisdiction of HKSAR and construed in accordance with the laws of HKSAR.
8. **Indemnity to Other Persons**
In the event of the death of the Insured the Company will in respect of the liability incurred by the Insured indemnify the Insured's legal personal representatives, provided that such representatives shall as though they were the Insured observe, fulfill and be subject to the Terms of this Policy insofar as they can apply.
9. **Subrogation**
The Insured shall at the request and at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from any other parties to which the Company shall be or would become entitled or subrogated upon its providing indemnity for any claim covered under this Policy whether such acts and things shall be or become necessary or required before or after indemnification by the Company.

The following clauses and/or endorsements shall form an integral part of this Policy

IT CLARIFICATION CLAUSE

Property damage covered under the 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 the Policy:

1. 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 physical damage to the substance of property insured under this Policy shall be covered.
2. 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.

TERRORISM EXCLUSION ENDORSEMENT

(Not applicable to "Terrorism Clause under SECTION 7" of PART II - SECTION 7 - EMPLOYEES' COMPENSATION)

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

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

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.

TERRORISM EXCLUSION CLAUSE FOR CONTAMINATION AND EXPLOSIVES

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

1. biological or chemical contamination;
2. 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 organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public, or any section of the public, in fear.

For the purpose of 1 "contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

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

Personal Information Collection Statement

The information you provide to Bank of China Group Insurance Company Limited ("the Company") is collected to enable the Company to carry on insurance business and may be used for the purpose of:

- (i) processing and evaluating your insurance application and any future insurance application you may make;
- (ii) administering your insurance policy and providing services in relation to your insurance policy;
- (iii) analysis or investigating, processing and paying claims made under your insurance policy;
- (iv) invoicing and collecting premiums and outstanding amounts from you;
- (v) any alterations, variations, cancellation or renewal of any insurance related product or service;
- (vi) contacting you for any of the above purposes;
- (vii) exercising any right of subrogation;

- (viii) other ancillary purposes which are directly related to the above purposes; and
- (ix) complying with applicable laws, regulations or any industry codes or guidelines.

The Company may disclose your personal data for the above purposes to the following classes of transferees:

- (a) third party agents, contractors and advisors who provide administrative, communications, computer, payment, security or other services which assist us to carry out the above purposes (including medical service providers, emergency assistance service providers, telemarketers, mailing houses, IT service providers and data processors);
- (b) in the event of a claim, loss adjudicators, claims investigators and medical advisors;
- (c) in the event of default, debt collectors and recovery agents;
- (d) insurance reference bureaus or credit reference bureaus;
- (e) reinsurers and reinsurance brokers;
- (f) your insurance broker (if you have one);
- (g) the Company's legal and professional advisors;
- (h) the Company's related companies (as that term is defined in the Companies Ordinance);
- (i) any association, federation or similar organization of insurance companies ("Federation") and its members that exists or is formed from time to time for any of the above or related purposes or to enable the Federation to carry out its regulatory functions or such other functions that may be assigned to the Federation from time to time and are reasonably required in the interest of the insurance industry or any member(s) of the Federation;
- (j) any member(s) of the "Federation" by the "Federation" for any of the above or related purposes;
- (k) any related company or any other company carrying on insurance or reinsurance related business or an intermediary or a claims or investigation or other service provider providing services relevant to insurance business for any of the above or related purposes;
- (l) the Insurance Claims Complaints Bureau and similar industry bodies; and
- (m) government agencies and authorities as required or permitted by law.

The Company is hereby authorized to obtain access to and/or to verify any of your data with the information collected by the Federation from the insurance industry.

Moreover, the Company may also use and disclose your personal data otherwise with your consent.

You have the right to obtain access to and to request correction of any personal information concerning yourself held by the Company. Requests for such access can be made to the Company's Legal and Compliance Department (Tel: 2867 0888 / Fax: 3906 9939).

Use of Personal Data in Direct Marketing

With your written consent given for direct marketing purpose (which includes an indication of no objection), the Company intends to use your data in direct marketing. The Company will only act in accordance with the rules about direct marketing contained in the Ordinance. Please note that:

- (1) your name, contact details, products and services portfolio information and demographic data held by the Company may be used by the Company in direct marketing from time to time;
- (2) the following classes of services, products and subjects may be marketed:
 - (i) financial, insurance and related services and products;
 - (ii) reward, loyalty or privileges programmes and related services and products;
 - (iii) services and products offered by the Company's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
 - (iv) donations and contributions for charitable and/or non-profit making purposes;
- (3) the above services, products and subjects may be provided to or (in the case of donations and contributions) contributed to by the Company and/or:
 - (i) the Company or BOC Hong Kong (Holdings) Limited or any of its subsidiaries;
 - (ii) third party reward, loyalty, co-branding or privileges programme providers;
 - (iii) co-branding partners of the Company and BOC Hong Kong (Holdings) Limited (the names of such co-branding partners can be found on the application form(s) for the relevant services and products, as the case may be); and
 - (iv) charitable or non-profit making organisations;
- (4) in addition to marketing the above services, products and subjects itself, the Company also intends to provide the data described in paragraph (1) above to all or any of the persons described in paragraph (3) above for use by them in marketing those services, products and subjects, and the Company requires your written consent (which includes an indication of no objection) for that purpose;

If you do not wish the Company to use or provide to other persons your data for use in direct marketing as described above, you shall exercise your opt-out right by notifying the Legal and Compliance Department of the Company (Tel.: 2867 0888, Fax no.: 3906 9939).

LIMIT OF INDEMNITY TABLE

SECTION	COVERAGE DETAILS	MAXIMUM LIMIT OF INDEMNITY (HK\$)		
		PLAN 1	PLAN 2	PLAN 3
1.	CONTENTS AND EQUIPMENT All loss or damage during any one period of insurance	500,000 year/event	1,000,000 year/event	1,500,000 year/event
	1. Furniture, fixture, fittings and utensil, equipment, electrical appliance, machinery or interior decorations	(100,000/item)		
	2. Stock and samples of general merchandise	500,000/event (35,000/item)	600,000/event (35,000/item)	750,000/event (35,000/item)
	3. Computer systems' records	100,000/event (5,000/item)	100,000/event (10,000/item)	100,000/event (15,000/item)
	4. Any one document, map, deed, tape, file etc.	25,000/event (4,000/item)	25,000/event (5,000/item)	25,000/event (6,000/item)
	5. Personal Effects and Valuables of Insured, directors, partners or Employees	8,000/event (4,000/person)	10,000/event (5,000/person)	12,000/event (6,000/person)
	6. Works of arts	15,000/year (5,000/item)	20,000/year (5,000/item)	25,000/year (5,000/item)
	7. Seasonal increase in sum insured for Stock from 1 Nov. to 1 Mar.	sum insured for Stock increased by 30%		
	Extension cover :			
	1. Damage to Premises	50,000/event	100,000/event	150,000/event
	2. Temporarily removal	10% of sum insured for Contents & Equipment/event		
	3. Damage to fixed mirror or glass	20,000/event		
	4. Removal of debris	10% of sum insured for Contents & Equipment/year		
	5. Fire extinguishing expenses	40,000/year/event	50,000/year/event	60,000/year/event
	6. Architects', Surveyors' and Consulting Engineers' fees	5,000/event		
7. Interior alterations, decoration or repair	sum insured for Contents & Equipment/year (value of contractor works not to exceed the total of \$250,000 each contract)	sum insured for Contents & Equipment/year (value of contractor works not to exceed the total of \$500,000 each contract)	sum insured for Contents & Equipment/year (value of contractor works not to exceed the total of \$750,000 each contract)	
8. Damage to neon sign or signboard (this coverage is only applicable to Insured as shop)	20,000/year (10,000/event)	30,000/year (15,000/event)	40,000/year (20,000/event)	
9. Replacement of locks	5,000/year	10,000/year	15,000/year	
10. Stock in transit	30,000/year	50,000/year	75,000/year	
11. Document in transit	4,000/year	5,000/year	6,000/year	
2.	BUSINESS INTERRUPTION (Indemnity Period: 12 months) Extension cover : 1. Professional accountants' charges (max. HK\$50,000 per year) 2. Denial of access (more than 48 consecutive hours) 3. Failure of public utilities (more than 48 consecutive hours) 4. Loss of Profit (Indemnity Period is 6 months ; time Excess 48 hours)	500,000/year	1,000,000/year	1,500,000/year
3.	LOSS OF MONEY 1. Accidental loss of crossed cheques, postal orders, crossed bankers' draft and credit card sales vouchers 2. Loss of Money other than the above item 3.1 : (1) at the Premises during Business hours (2) in transit anywhere in HKSAR in the custody of the Insured or authorized Employees during Business hours (3) in a bank night safe (4) at the Premises after Business hours and kept in a locked safe or strongroom (5) at the Premises after Business hours and kept in a locked safe or strongroom (6) in direct transit to and from the Premises and whilst at the residence of directors, partners or authorized Employees Extension cover : 1. Damage to safes 2. Loss caused by the acceptance of counterfeit money (HK dollars & Renmenbi notes only)	300,000/event	500,000/event	750,000/event
4.	PERSONAL ACCIDENT	200,000/event (100,000/person)		300,000/event (100,000/person)
5.	PUBLIC LIABILITY Extension cover : 1. Overseas Commercial Visits 2. Food and Drink 3. Tenants Liability 4. Independent Contractor's Liability (value of contractor works not to exceed the total of HK\$250,000, HK\$500,000 or HK\$750,000 for Plan 1, Plan 2 or Plan 3 respectively) 5. Social, sports and welfare activities 6. Signboard Liability (this coverage is only applicable to Insured as shop)	5,000,000	10,000,000	15,000,000
6.	FIDELITY GUARANTEE	15,000/year	20,000/year	25,000/year

- Note: 1. Total maximum amount payable under SECTION 1 shall not exceed the Sum Insured as stated in SECTION 1- CONTENTS AND EQUIPMENT in the Schedule. Excess for
 (1) Office insured: the first HK\$500 of each claim or the first HK\$3,000 or 10% of loss results from water damage (whichever is higher).
 (2) Shops insured: the first HK\$1,000 of each claim or the first HK\$3,000 or 10% of loss results from water damage (whichever is higher).
 2. Total maximum amount payable under SECTION 2 shall not exceed the Sum Insured as stated in SECTION 2- BUSINESS INTERRUPTION in the Schedule.
 3. Total maximum amount payable under SECTION 3.1 and the extension cover of this SECTION 3 shall not exceed the Sum Insured as stated in SECTION 3 - LOSS OF MONEY in the Schedule.
 4. Total maximum amount payable under SECTION 5 shall not exceed the Sum Insured as stated in SECTION 5 - PUBLIC LIABILITY in the Schedule. Excess for Shop is the first HK\$1,000 of each claim, or the first HK\$3,000 or 10% of loss results from water damage (whichever is higher).