

FIRE INSURANCE POLICY

IMPORTANT - Please read this Policy carefully upon receipt and promptly request for any necessary amendments.

IN CONSIDERATION of the Insured named in the Schedule hereto paying to the Company named above the Premium mentioned in the Schedule.

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

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

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

EXCEPTIONS

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

1. Damage occasioned by or through or in consequence of, directly or indirectly, any of the following:
 - (a) fire or explosion resulting from earthquake, volcanic eruption or other convulsion of nature;
 - (b) the Property Insured's own spontaneous fermentation or heating;
 - (c) the Property Insured undergoing any process involving the application of heat;
 - (d) burning whether accidental or otherwise of forests, bush, prairie, pampas or jungle, and the clearing of lands by fire;
 - (e) riot, strikers or locked-out workers;
 - (f) mutiny, 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;
 - (g) pollution or contamination not resulting from an insured peril;
 - (h) theft during or after the occurrence of a fire;
 - (i) explosion other than of boilers or gas used for domestic purposes only.
2. Loss, Damage, destruction, any legal liabilities, cost or expense including consequential loss 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 including but not limited to:
 - the use or threat of force, violence; and/or
 - harm or Damage to life or to property (or the threat of such harm or Damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents;by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or
- (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above.

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

4. Loss or Damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences namely:

- (a) permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority;
- (b) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person;

provided that the Company is not relieved of any liability to the Insured in respect of physical Damage to the Property Insured occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy;

- (c) the destruction of property by order of any public authority.

5. Damage to any electrical machine, apparatus, or any portion of the electrical installation arising from or occasioned by its own overrunning, excess pressure, short circuiting, self heating, arcing or leakage of electricity arising from whatever cause (lightning included).
6. Damage to property which at the time of the happening of such Damage is insured by, or would but for the existence of this Policy, be insured by any marine policy or policies, except in respect of any excess beyond the amount which would have been payable under such marine policy or policies had this Policy not been effected.
7. Goods held in trust or on commission, bullion, unset precious stones, works of art, manuscripts, plans, drawings or designs, patterns, models, moulds, securities, obligations, documents, stamps, coins or paper money, cheques, books of accounts, business books, computer systems records, explosives.

8. Consequential loss or Damage of any kind or description.

9. IT Clarification Clause

Any 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 followings are excluded from this Policy:

- (a) Loss of or Damage to data, software or computer programs, 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, software or computer programs 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.

10. Sanction Exclusion Clause

The Company shall not provide cover nor shall the Company be liable to pay the claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic, sanction, laws or regulations of any jurisdiction applicable to the Company.

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

CONDITIONS

1. **Contracts (Rights of Third Parties) Ordinance Exclusion**

Any person or entity who is not a party to this Policy shall have no right or rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) and any subsequent amendment or revision or replacement thereof to enforce any of its terms under any circumstances whatsoever.

2. **Identification**

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

3. **Misrepresentation**

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

4. **Reasonable Precautions**

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

5. **Alterations and Removals**

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

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

(c) if the Property Insured is removed from the Situation Insured;

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

6. **Cancellation**

This Policy may be cancelled at any time:

- (a) by the Insured on notice to that effect being given in writing to the Company, in which case the Company will retain the customary short period rate for the time the Policy has been in force and subject to a minimum and non-refundable premium of HK\$400.00 plus levy (if any), whichever is higher.

Short Period Rate

| Insurance Period | | |
|------------------|----------|---------------------|
| No exceeding | 1 month | 10% of annual rate |
| | 2 months | 20% of annual rate |
| | 3 months | 30% of annual rate |
| | 4 months | 40% of annual rate |
| | 5 months | 50% of annual rate |
| | 6 months | 60% of annual rate |
| | 7 months | 70% of annual rate |
| | 8 months | 80% of annual rate |
| | 9 months | 90% of annual rate |
| Exceeding | 9 months | Full annual premium |

- (b) by the Company on 7 days' advance notice to that effect being given in writing to the Insured's last known address, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

7. **Warranties**

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

8. **Claims**

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

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

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

9. **Forfeiture of Benefits**

All benefits under this Policy shall be forfeited:

- (a) if any claim made be in any respect fraudulent;

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

10. Possession Rights

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

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

11. Option to Reinstate

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

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

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

12. Average (Underinsurance)

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

13. Contribution

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

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

14. Subrogation

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

15. Alternative Dispute Resolution

In the event of a dispute arising out of this Policy, the parties may settle the dispute through mediation in good faith in accordance with the relevant Practice Direction on civil mediation issued by the Judiciary of Hong Kong and applicable at the time of dispute. All unresolved disputes shall be determined by arbitration in accordance with the Arbitration Ordinance (Chapter 609), Laws of Hong Kong as amended from time to time. The arbitration shall be conducted in Hong Kong by a sole arbitrator to be agreed by the Parties. It is expressly stated that the obtaining of an arbitral award is a condition precedent to any right of legal action arising out of this Policy. In respect of the status or outcome of any form of alternative dispute resolution, if we deny or reject liability for any claim under this Policy and the Insured does not commence arbitration in the aforesaid manner within twelve (12) calendar months from the date of our disclaimer, the Insured's claim shall then for all purposes be deemed to have been withdrawn or abandoned and shall not thereafter be recoverable under this Policy.

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| <p>FULL DESCRIPTION OF PROPERTY INSURED (refer to the Schedule for brief description of items included in this Policy)</p> |
| <p>BUILDINGS On the building including landlord's fixtures and fittings therein and thereon excluding foundations and drains.</p> |
| <p>LOSS/RENT On loss of rental income not exceeding the period stated in the Schedule.</p> |
| <p>PLANT/MACHINERY On machinery, utensils and tools of trade excluding moulds of any kind.</p> |
| <p>MOULDS On moulds.</p> |
| <p>STOCK IN TRADE On stock and materials in trade, including finished and semi-finished goods.</p> |
| <p>FIXTURES & FITTINGS On decorations furniture fixtures and fittings.</p> |
| <p>HOUSEHOLD FURN P.E. On household furniture and personal effects.</p> |

Unless expressly mentioned in the Schedule hereto the endorsements enumerated below form no part of the terms and conditions of this Policy:

ENDORSEMENTS

1. **FIREPROOF DOORS WARRANTY** Warranted that all fire proof doors and fire proof shutters are kept closed except when in actual use and, together with any self closing mechanism, maintained in efficient working order. (Assn. Ref. A6)
2. **ELECTRICAL INSTALLATIONS** The Company will not be liable for loss of or Damage to any Electrical Plant, Apparatus or Installation caused by its own over-running, excessive pressure, short circuiting or self heating. (Assn. Ref. A8)
3. **MORTGAGEE/NON-OCCUPYING LANDLORD CLAUSE** It is hereby declared and agreed that this insurance shall not be invalidated by any change of occupancy or increase of risk taking place in the property without the knowledge of the Insured, provided that he shall immediately, on the same coming to his knowledge, give notice thereof to the Company and pay any additional premium which may be required from the date of such increase of risk. (Assn. Ref. A12)
4. **OCCUPANCY WARRANTY A** Warranted no goods or merchandise, other than samples, stored in the within described premises. (Assn. Ref. B24)

5. **RENT CLAUSE** The insurance on Rent applies only if (any of) the said building(s) or any part thereof is unfit for occupation in consequence of its destruction or Damage and then the amount payable shall not exceed such proportion of the Sum Insured on Rent as the period necessary for reinstatement bears to the term of Rent insured. (Assn. Ref. A22)

6. **STORAGE WARRANTY (SHOPS)**

(a) Warranted no trade processing or manufacturing carried on in the premises which involves the use of:

- (i) machinery with a motive power in excess of 5 H.P. in the aggregate;
- (ii) heating or boiling apparatus other than of the small domestic type;

(b) Warranted no storage or deposit for sale of:

- 1. Acids
- 2. Alcohols
- 3. Ammunition, Explosives, Fireworks and Fire Crackers
- 4. Bamboo, Cane, Willow, Rattan and articles made therefrom
- 5. Benzene and Benzine
- 6. Calcium carbide
- 7. Candles and Wax
- 8. Chlorates, Perchlorates and chlorites
- 9. Compressed Gases
- 10. Cotton, Hemp, Jute and Kapok (except in fully machine pressed and metal bound bales)
- 11. Cotton quilts
- 12. Films (nitrocellulose base)
- 13. Firewood, Charcoal and Coal
- 14. Flammable substances having a flash point below 150°F(66°C)
- 15. Insecticides having a flash point below 150°F(66°C)
- 16. Joss sticks and paper
- 17. Kerosene
- 18. Liquefied petroleum gases
- 19. Matches, other than in tin-lined cases
- 20. Matting and Mat bags* (other than Seagrass matting)
- 21. Naphtha
- 22. Nitrates and Nitrites
- 23. Oils having a flash point below 150°F(66°C)
- 24. Oily and greasy rags and waste
- 25. Paints, Enamels and Lacquers having a flash point below 150°F(66°C)
- 26. Paper flowers, lanterns and the like and Paper shavings
- 27. Peroxides
- 28. Petrol and Petroleum spirits
- 29. Phosphorus
- 30. Potable spirits in containers other than bottles and jars
- 31. Printing inks having a flash point below 150°F(66°C)
- 32. Resins having a flash point below 150°F(66°C)
- 33. Sodium hydroxide (Caustic soda)
- 34. Wood wool and shavings

*Matting and Mat bags are permitted if used solely for packing or covering other goods on the premises. (Assn. Ref. B54)

7. **MORTGAGEE CLAUSE** Loss, if any, under this Policy shall be payable to the Mortgagees or Assignees named in the Schedule of the Policy to the extent of their interest. It is hereby agreed that in the event of loss or Damage, the Company will pay the Mortgagees or said Assignees to the extent of their interest but not exceeding the Sum Insured or the reinstatement value (less depreciation if any) of the Property Insured whichever is lower and that this insurance in so far as concerns the interest therein of the Mortgagees or said Assignees only shall not be invalidated by any act or neglect of the Mortgagor or Owner of the Property Insured, nor by anything whereby the risk is increased being done to, upon or in any building hereby insured, without the knowledge of the Mortgagees or said Assignees provided always that the Mortgagees or said Assignees shall notify the Company of any change of ownership or alteration or increase of hazard not permitted by this insurance so soon as any such change, alteration or increase shall come to their knowledge, and on demand shall pay to the Company the appropriate additional premium from the time when such increase of risk first took place. And it is further agreed that whenever the Company shall pay the Mortgagees or said Assignees any sum for loss or Damage under this Policy, and shall claim that as to the Mortgagor or Owner no liability therefore existed the Company shall at once be legally subrogated to all rights of the Mortgagees or said Assignees to the extent of such payment and the Mortgagees or said Assignees shall do and execute all such further or other acts, deeds, transfers, assignments, instruments and things as may be necessary or be reasonably required by the Company for the purpose of better effecting such subrogation, but such subrogation

shall not impair the right of the Mortgagees or said Assignees to recover the full amount of their claim. Provided that as between the Company and the Mortgagor or Owner of the Property Insured nothing contained in this clause shall in any way constitute or be deemed to constitute any waiver of, or prejudice or affect any rights which the Company may have against the Mortgagor or Owner of the Property Insured, or lessen any obligations which may be imposed on the Mortgagor or Owner of the Property Insured either by or under this Policy or by law, and such rights and obligations shall as between the Company and the Mortgagor or Owner of the Property Insured remain in full force and effect.

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

(Assn. Ref. A13)

8. **LIEN CLAUSE** Loss, if any, under this Policy shall be payable to the Lien Holder/s, named in the Schedule of the Policy as their interest may appear, whose receipt will be a valid discharge. (Assn. Ref. A11)

9. **LEGAL REQUIREMENTS WARRANTY** Warranted that the Insured shall duly comply with and observe all provisions requirements and regulations of (i) Fire Services Department and/or (ii) Labour Department and/or (iii) Dangerous Goods Ordinance and/or (iv) Factories and Industrial Undertaking Ordinance and/or (v) Public Health and Municipal Services Ordinance and/or (vi) Any Statutory Obligation including any notice given or requirements made pursuant to the same the breach and/or disregard of which or any part of which may materially effect or increase the risk hereby insured except only that this Warranty shall not apply in respect of any Ordinance, Provision, Requirement, Regulation or Notice expressly waived by the Company by endorsement on this Policy. (Assn. Ref. A33)

10. **OCCUPANCY WARRANTY B** Warranted no trade processing or manufacturing carried on at the within described premises.

(Assn. Ref. B25)

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

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

Warranted also that all waste materials will be kept in receptacles and removed from the building daily. (Assn. Ref. A34)

ADDITIONAL CLAUSE

(The following apply only where indicated on the Policy Schedule)

A19 – Reinstatement Value Clause

It is hereby agreed that in the event of Property Insured under the item (as specified in the Schedule) of the within Policy being destroyed or Damaged the basis upon which the amount payable under (each of the said items of) the Policy is to be calculated shall be the reinstatement of the Property Destroyed or Damaged, subject to the following special provisions and subject also to the terms and conditions of the Policy except in so far as the same may be varied hereby.

For the purposes of the Insurance under this memorandum "reinstatement" shall mean:

The carrying out of the aftermentioned work, namely:

- 1. Where property is destroyed, the re-building of the property, if a building, or, in the case of other property, its replacement by similar property, in either case in a condition equal to but not better or more extensive than its condition when new.
- 2. Where property is Damaged the repair of the Damage and the restoration of the Damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

SPECIAL PROVISIONS

1. The work of reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch; otherwise no payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made.
2. When any Property Insured under this memorandum is Damaged or destroyed in part only the liability of the Company shall not exceed the sum representing the cost which the Company could have been called upon to pay for reinstatement if such property had been wholly destroyed.
3. No payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred.
4. Each item insured under this memorandum is declared to be separately subject to the following condition of average, namely: If at the time of reinstatement the sum representing the cost which would have been incurred in reinstatement if the whole of the property covered by such item had been destroyed exceeds the Sum Insured thereon at the breaking out of any fire or at the commencement of any destruction of or Damage to such property by any other peril hereby insured against then the Insured shall be considered as being his own Insurer for the excess and shall bear a ratable proportion of the loss accordingly.
5. No payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made if at the time of any destruction or Damage to any Property Insured hereunder such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth herein.
6. Where by reason of any of the above special provisions no payment is to be made beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein the rights and liabilities of the Company and the Insured in respect of the destruction or Damage shall be subject to the terms and conditions of the Policy, including any condition of average therein, as if this memorandum had not been incorporated therein.

EXTRA PERILS ENDORSEMENT

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

EP01A - Aircraft

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

EP02A - Bush Fire

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

EP03B - Earthquake (Fire Shock & Flood)

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

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

EP04A - Explosion

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

- (a) Damage to boilers, economisers, or other vessels, machinery or apparatus in which pressure is used, or Damage to their contents resulting from their explosion;
- (b) Damage occasioned by or through or in consequence, directly or indirectly, of any act of terrorism committed by any person acting on behalf of, or in connection with, any organisation (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, ethnic, or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear).

EP05A - Vehicle Impact (by Third Party Vehicle)

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

EP05B - Vehicle Impact (by any Vehicle)

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

EP06A - Riot & Strike

Damage directly caused by:

- (a) the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not);
- (b) the wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out;
- (c) the action of any lawfully constituted authority in suppressing or attempting to suppress or in minimising the consequences of any act mentioned in (a) and (b) above;

but excluding:

- (i) Damage occasioned through or in consequence, directly or indirectly, of
 - a) any act of terrorism committed by any person acting on behalf of, or in connection with, any organisation (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, ethnic, or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear);
 - b) civil commotion assuming the proportions of or amounting to a popular rising;
 - c) the malicious act of any person (whether or not such act is committed in the course of disturbance of the public peace) not being the wilful act of any rioter striker or locked-out worker in furtherance of a riot or strike or in resistance to a lock-out;
- (ii) Damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;
- (iii) Damage occasioned by:
 - a) permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
 - b) permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such buildingProvided nevertheless that the Company is not relieved of any liability to the Insured in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession;

EP06C - Malicious Damage

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

- (a) Damage by explosion;
- (b) Damage arising out of or in the course of theft or any attempt thereat; provided that cover under Extra Peril EP06A (Riot & Strike) is in force and subject to the application of the exclusions under that Extra Peril extension wording other than (i) c).

EP07A - Spontaneous Combustion

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

EP08A - Sprinkler Leakage

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

- (a) such discharge or leakage of water shall be accidental and shall not be occasioned by or happen through:
 - (i) heat caused by fire;
 - (ii) repairs or alterations to the buildings or premises;
 - (iii) repair, removal or extension of the said installation;
 - (iv) the order of the Government or of any Authority;

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

EP09B - Typhoon & Windstorm (including Flood)

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

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

EP09C - Typhoon, Windstorm & Flood

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

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

EP10A - Water Tanks, Apparatus & Pipes

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

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

EP11A – Landslip & subsidence

Damage caused by subsidence of the site or landslip occurring within the period stated in the Policy Schedule but excluding:

- (a) loss occasioned by or through or in consequence directly or indirectly

of any of the following occurrences:

- (i) Coastal erosion;
- (ii) Heave;
- (iii) Bedding down of structures or the settlement of made up ground within 5 years of the completion of such works;
- (b) Damage to paths, drives, fences, gates, boundary and retaining walls caused by subsidence and/or landslip;
- (c) unless otherwise specifically insured, the cost of removal of subsidence and/or landslip debris or the making good of the site following subsidence and/or landslip except in so far as is necessary to repair the Property Insured;
- (d) Damage directly occasioned by or through defective design or workmanship or the use of defective materials;
- (e) consequential loss or Damage of any kind or description;
- (f) the first amount (if any) as stated in the Policy Schedule of each and every loss as ascertained after the application of any condition of average and occurring within each and every separate period of 72 consecutive hours during the currency of this policy.

WARRANTED:

1. the Insured shall maintain the Property in sound repair and shall take all responsible steps to prevent Damage from the perils covered hereby.
2. the Insured shall maintain any man-made slope and retaining wall for which they are responsible in accordance with laws, regulations, codes and guides issued by the Government of the Hong Kong Special Administrative Region including the guideline stipulated in the Geoguide 5 – Guide to slope maintenance published by the Geotechnical Engineering Office, Civil Engineering Department, Hong Kong.
3. the Insured shall notify the Company immediately:
 - (i) if any excavations are commenced beneath, around or in the vicinity of the Property insured.
In such event the Company shall have the right to vary or cancel the cover provided under this Endorsement.
 - (ii) of the operation of an insured peril affecting any part of the site (whether or not the Property insured is involved) or its nearby surroundings.

EP12A – Rainstorm

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

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

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

Remarks: The Chinese translation is for reference purposes only. In the event of any inconsistency between the English version and the Chinese version, the English version shall prevail.

火險保險單

重要事項 - 當收到這份保險單時，請仔細閱讀保單內容，並且提出任何必需的修訂。

茲承投保人付承保表內開列之約定保險費給與本公司。

本公司同意依照保險單所載條件、除外責任、基本條款及各種性質之批改書作為受保人根據保險索償的先決條件。凡在本保險單所載之保險期內或在受保人已付了本公司同意接受之續保保費後，如所保之全部及部份財產因火警、閃電、或家用鍋爐及家用氣體燃料爆炸或任何約定之附加險而引致滅失或損毀（下稱損毀）本公司應向受保人給付所保財產損毀前之價值賠償金或損毀金額或由本公司選擇回復其損失前之原狀或更換或修理全部或部份之財產。

但在任何情況下，本公司之責任都不會超過：

- (a) 損毀時之總保額或各分項之保額；
- (b) 在同一保險期間內曾發生損毀事故引致賠款後保額之餘額，除非本公司同意受保人恢復到原來之保額。

除外責任

除非本保險單另有說明，本保險不保障下列各項：

1. 因下列任何事故或其自接或間接結果而引致致之任何損毀：

- (a) 地震、火山爆發或其他自然災害所引致火災或爆炸；
- (b) 所保財產本身變化自燃發熱；
- (c) 所保財產在加工過程中涉及熱力之烘焙；
- (d) 不論是意外與否而引起之森林、叢樹、平野、曠野或草叢之焚燬及以火開拓或清理土地；
- (e) 暴動、民眾騷動、罷工或因工業行動引致閉廠之工人；
- (f) 謀反、軍隊嘩變或民眾騷亂、起義、叛亂、革命、軍事或篡權、戒嚴或圍困狀態，或任何事件引起公佈或維持戒嚴或圍困狀態；
- (g) 非因本保險單所保之危險而引致的污染或沾染；
- (h) 火警發生時或發生後因盜竊而引致之損失；
- (i) 除家用鍋爐或家用氣體燃料以外所引致的爆炸。

2. 由下列項目直接或間接、引起、導致或相關的任何死亡、傷殘、損失、損害、毀壞，或任何法律責任、費用或開支，包括任何性質的相關後果損失，或不論有否其他原因或事故同時或在任何其他時間促成的損失：

- (a) 戰爭、入侵、外敵行動、戰鬥或類似戰爭的行動（無論宣戰與否）、內戰、叛亂、革命、起義、造反或由內亂引發的局部或全面起義、軍事政變或篡奪權力；或
- (b) 任何恐怖活動，包括而不局限於下列項目：
 - 使用或威脅使用武力、暴力；及 / 或
 - 使生命或財產受到傷害或損失（或威脅這種傷害或損失），包括但不限於核輻射及 / 或化學污染及 / 或生物化學製劑；經由任何人或團體，為了政治、宗教、意識形態或類似意圖的，以明示或以其他方式，及 / 或令公眾或任何部分公眾恐慌；或
- (c) 採取任何行動或方式以控制、預防、制止或任何有關以上的第 (a) 或 (b) 項列舉的活動。

3. 由下列項目直接或間接引起、導致或相關的任何損失、毀壞費用或開支，不論有否其他原因或事故同時或在任何其他時間促成的損失：

- (a) 電離輻射或放射性污染（來自核燃料或來自核燃料所產生的核廢料）；
- (b) 放射性、毒性、爆炸性或其他類型危險品或污染物（來自任何核設施、核反應爐或其他核配件或核部件組裝）；
- (c) 任何使用原子能或核裂變和 / 或核聚變或其他類似的反應或放射動力或事物的戰爭武器。

4. 由下列項目直接或間接、作為近因或遠因引起的損失或毀壞：

- (a) 永久或暫時沒收（經由任何合法的法定權力所充公、國有化、強行徵募或徵用）；
- (b) 永久或暫時剝奪任何被非法佔用的建築物；

但本公司對受保人在本保單承保的受保財產在沒收之前或暫時沒收的期間之毀壞，將不會免除任何責任；

(c) 任何公共機構命令的財產破壞。

5. 電機、電器或電力裝置的任何部份因其本身之過度運轉、超壓、短路、發熱及任何原因（包括閃電在內）而引致的電弧或漏電而造成的損毀。

6. 在財產發生損毀時，除本保險單外，若有其他水險保單同時承保該財產損毀之損失。本保險單只負責賠償當假設本保險單並沒有發時超出那些水險保險單應負責之金額。

7. 因受寄託或寄售而持有之貨物、金銀條塊或未經裝鑲之珠寶玉石、藝術品、交稿、圖則、圖畫或設計、圖案、模型、工模、股票、證券、債券、各種文件、郵票、錢幣或紙幣、支票、帳簿、商業簿記、電腦系統之記錄及爆炸品。

8. 任何種類或形式的後果損失或損毀。

9. 資訊科技澄清條款

此保單所保障的財產損壞須指財產本體的實質損壞。

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

因此，下列事項排除於此保單的保障範圍以外：

(a) 數據或軟件的損失或損毀，尤其是由於原本結構遭刪除、破壞或變形，以致數據、軟件或電腦程式發生任何不利的改變，及由於該等的損失或損毀而導致的任何商業停頓損失。雖然有此除外責任，因財產本體受保障的實質損壞，而直接導致的數據或軟件損失或損毀，將會受到保障；

(b) 由於數據、軟件或電腦程式的功能、可用性、使用範圍或可讀取性受損，而導致損失或損毀，以及因該等損失或損毀而導致的任何商業停頓損失。

10. 一切由制裁引致及根據以下條款

制裁除外條款

本公司對於任何承保、支付索償或提供利益致使本公司會面臨由聯合國的決議、貿易或經濟制裁或適用於本公司的任何司法管轄範圍內的法律法規下的任何制裁、禁止或限制，則不會在此提供承保或有責任去支付任何索償或提供任何利益。

若本公司因本條款而宣稱任何損失、損壞、費用或開支均不在本保單的保障範圍之內，提出任何相反舉證的責任須由受保人承擔。

基本條款

1. 《合約（第三者權利）條例》除外條款

任何不是「本保單」某一方的人士或實體，不能根據《合約（第三者權利）條例》（香港法例第623章）及其後生效的修訂或更改或取代，在任何情況下強制執行「本保單」的任何條款。

2. 認別

本保險單及作為保險單組成部份的承保表應視為一完之合約，凡任何在本保險單內或承保表內有其特定含義之詞或句均在其出現之處有其特定之含義。

3. 誤報

凡關於所保之財產或置存該項財產的房屋或處所，如有實質上之誤報或關於估計危險有關之事項有偽報或漏報等情況，則本公司在本保險單對該項誤報、偽報或漏報有影響之財產都一概不負責任。

4. 合理之預防措施

受保人應保持所保之財產處於良好狀態，並採取一切合理的預防措施以防損毀發生。

5. 變更及搬遷

除在發生損毀前受保人已事先得到本公司之書面同意者外，下列任何一項情況發生時，本保險單所保及受影響之財產的保障都會失效：

- 如果受保人所從事之商業或製造業有所改變或所保之處所在任何變更情況下增加了受保財產損毀的風險；
- 如果受保之處所空置超過三十天以上者；
- 如果受保之財產搬移到保險處所以外者；
- 如果擁有受保財產之權利由被保人轉移給其他人者，但並不包括因遺囑或法律上之當然轉移。

6. 取消保險單

本保險單可於下列情況隨時取消：

- 在受保人之書面取消通知本公司生效後，本公司將按照現行短期保費率扣除有效期間之保費，惟「本公司」設有最低及不獲退還的保費額為港幣400元及徵費（如有者），以較高為準。

短期保費率

| 保險期 | | |
|-----|-----|---------|
| 不超過 | 1個月 | 年保費率10% |
| | 2個月 | 年保費率20% |
| | 3個月 | 年保費率30% |
| | 4個月 | 年保費率40% |
| | 5個月 | 年保費率50% |
| | 6個月 | 年保費率60% |
| | 7個月 | 年保費率70% |
| | 8個月 | 年保費率80% |
| | 9個月 | 年保費率90% |
| 超過 | 9個月 | 全年保費 |

- 在本公司提前七日之取消通知書寄至受保人之最後已知的地址後，本公司將按比例退還自取消日起計之未到期之保費。

7. 保證條款

有關受保財產或其中任何物品，受保人須在附加之保證條款生效後及受保期間內遵守每一保證條款，不遵守任何保證條款則不能對有關的財產或物品提出索償。但如果本保險單需要續保而在續保期間發生損毀時，則不能以受保人未在本續保期間開始前遵守保證條款為理由而拒絕賠償。

8. 索賠步驟

若受保人得悉事故發生會引致或可能引致本保險單之索賠，受保人應該：

(a) 立即：

- 採取措施減輕損毀之程度並尋回任何丟失的財產；
- 書面通知本公司；
- 報告警方有關故意或惡意的破壞；

(b) 於三十天內或在本公司有書面許可的延長期間送交本公司如下資料：

- 列出要求損毀賠償清單，在實際可能範圍內分項詳載各項損失財產及其以損失時之價值為準之損失額；
- 如有其他保險，詳述其有關資料；

(c) 隨時在本公司合理要求自費向本公司提供下列有關之資料、文件或證明：

- 損毀之起源和原因以及發生的情形；
- 任何涉及與本公司有關的責任或其賠償金額的事情；

並應提交經宣誓或其他法律上聲明書以證明其索賠以及各有關事項之真實性。

9. 利益之喪失

在下列情況下本保險單之一切利益均即喪失：

- 如有欺詐之賠償要求；
- 如受保人或其代表用虛偽聲明或欺詐手段圖謀本保險單之利益；
- 如損毀係受保人之故意或其縱容行為所致；
- 如受保人或其代表妨礙或阻止本公司行使自己的權利；
- 如在賠款要求拒絕後，法律訴訟不在十二個月內展開；
- 對於根據本保險單第十四條之規定而作出之賠償仲裁，如在宣判後十二個月內不起法律訴訟；
- 如在發生損毀之十二個月期滿後而作出的賠償要求，除非該索賠有待法律訴訟或仲裁調解。

10. 持有權利

當損毀索償發生時：

- 本公司及其任何授權人在不承擔任何責任或不減少本公司在本保險單給與之權利下可處理以下事項：
 - 進駐或收管發生損毀的處所；
 - 接管保受的財產或須將該項財產交與本公司，本公司會以一切合理的方式及方法處理該財產；
- 受保人不得遺棄任何已接管或未接管之財產給本公司。

11. 恢復原狀

本公司自己或聯同其他人、其他公司或其他保險公司，可自由選擇修理或更換全部或任何部份之損毀來代替賠款，但本公司則不擔保修理到絲毫無異，只可以在相當合理情形下修復之。無論在任何情況下本公司都無須支付多過財產損毀時所需之修理費用，亦不能超過該財產之保額。

如果本公司選定修理或更換任何財產，則受保人應自費提供本公司所需的圖則、說明書、尺寸、數量以及其他本公司要求的細節。又本公司有擬擬修理或更換之行動不能當作本公司已決定修理或更換。

如果因為有關現行街道分佈或房屋建築之法律或規則或其他事由引致本公司不能修理或更換所保之財產則本公司僅須給付前法例許可下修理或更換之費用。

12. 比例分攤 (不足額保險)

如果本保險單所保之財產發生損毀時，其總值高過其保額，則受保人須按照不足額保險之比例分擔其損失。若本保險單所保之財產不止一項時，應逐項分開分別按照本條之規定分擔之。

13. 分攤賠款

如果在所保財產發生損毀時，受保人或其代表另有其他保險承保任何損毀之財產，本公司僅負擔按照比例分擔損失之責任。

如果該其他保險只承保其中一部份財產，而另有條款規定不能與本保險共同分擔全部或部份損失或按比例分攤損失，則本公司僅負擔按照保額與財產價值的比例分攤損失之責任。

14. 代位求償

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

15. 替代性爭議解決方式

如有任何關於本保單的爭議，爭議各方可以作出於善意的調解和解。調解是根據有關當時適用香港司法機構的實務指示進行。所有未解決之保單爭議，一律按照《仲裁條例》(香港法例第609章)及不時生效的修訂本規定進行仲裁。如爭議各方未能協定保裁人或公證人人選，則由香港國際仲裁中心主任委任。現明確規定，爭議各方必須待至仲裁裁決，方可就本保單展開其他法律行動或訴訟。如「本公司」不承認「受保人」於本保單下追索的賠償責任，而「受保人」並未於12個月內按本保單規定將事件交由仲裁處理，即被視作已放棄索償權利，此後不得再行追討。

投保資料

(根據保險單內各項的完整描寫)

房屋

房屋包括業主裝修但不包括地基及水管。

租項

不超過保單內列明月份的租項損失。

機器及工具

機器及工具(工模除外)。

工模

工模。

貨物

貨物原料製品及成品。

傢俬及裝修

傢俬及裝修。

家居傢俬及個人財物

家居傢俬及個人財物。

凡在保險單保障項目表內明示的任何下列條款，必須附於本保險單內，並為本保險單的一部分：

條款

1. 防火門及防火閘條款

除實際使用外，保戶必須關閉一切防火門及防火閘，並適當保養該等門閘及其相連之自動關閉設備，以保持其良好效能。(A6)

2. 電力裝置

本公司概不負責任何電力設備、儀器或裝置，因過份使用、超壓、短路或過熱自燃而引致的損毀或損失。(A8)

3. 承押人/非居住業主條款

本保險將不會因財產的任何居住情況有所更改或風險在受保人全不知情下有所增加而失效，惟受保人必須在知悉上述情況後立即通知本公司及繳付任何可能由該等風險增加的日期起計之額外保費。(A12)

4. 居住保證 A

除樣本外，保證所述處所內並無儲存貨物或商品。(B24)

5. 租金保險

租金保險祇賠償所保樓宇(全部或部份)因損毀而不適宜居住所引致之租金損失，其賠償額將不得超過上述不宜居住的日期(因修理或重建)與整段租金保險日期相比所得比例乘租金保額所得之數。(A22)

6. 儲存保證(商店)

(a) 保證於受保處所之內並無進行商業性工序或製造涉及使用：

- (i) 總計動力超過五匹馬力之機器；
- (ii) 加熱或煲煮用之器具，小型家庭式者除外；

(b) 保證並無儲存或存放供售賣用途之：

1. 酸
2. 乙醇
3. 彈藥、爆炸品、煙花、爆竹
4. 竹、藤、柳、白藤及其製成品
5. 苯及石油精
6. 碳化鈣
7. 蠟燭及蠟
8. 氯酸鹽、高氯酸鹽及亞氯酸鹽
9. 壓縮氣體
10. 棉紗、麻、黃麻及木棉花(全機器壓實及金屬捆綁包裝者除外)
11. 棉被
12. 照相軟片(硝化纖維合成)
13. 柴、炭、煤
14. 燃點低於華氏150度(攝氏66度)之物質
15. 燃點低於華氏150度(攝氏66度)之殺蟲劑
16. 祭祀用的香和紙
17. 火油
18. 液化石油氣
19. 火柴、錫罐裝者除外
20. 床墊及墊袋、海草蓆墊除外*
21. 石腦油
22. 硝酸鹽及亞硝酸鹽
23. 燃點低於華氏150度(攝氏66度)之油類
24. 油膩碎布及廢料
25. 燃點低於華氏150度(攝氏66度)之油漆、亮漆及瓷漆
26. 紙華、紙燈籠及同類裝品及紙碎
27. 過氧化物
28. 汽油及石油酒精
29. 磷
30. 非用樽裝或瓶裝之飲用酒精
31. 燃點低於華氏150度(攝氏66度)之印刷用油墨
32. 燃點低於華氏150度(攝氏66度)之樹脂
33. 氫氧化鈉(苛性鈉)
34. 木絲及木碎

*只作包裝或遮蓋其他於受保處所內之貨物者除外

(B54)

7. 承押人條款

謹此協議當所保財產出現損失或損毀時，本公司將按承保表中所註明的承押人或所述承讓人的利益範圍作出賠償，並協議本保險僅關注承押人或所述承讓人在保險範圍內的利益，將不因任何按揭人或所保財產擁有人的任何行動或疏忽，亦不因任何在受保建築物內或受保建築物上在承押人或所述承讓人全不知情下的風險增加而失效。謹進一步同意當本公司按本保險單所規定賠償承押人或所述承讓人任何損失或損毀，並聲稱因此按揭人或所保財物擁有人方面，並無責任存在，本公司須即時按法例規定取代承押人或所述承讓人支付賠償的一切權利，承押人或所述承讓人須根據可能需要或本公司合理要求進行及執行一切或其他行為、契據、轉讓、轉讓契、文書及事項，致令此項代位權更趨有效，但此項代位權不得影響承押人或所述承讓人追討全數賠償的權利，惟本條款所載有關本公司與所保財產按揭人或擁有人之間並無在任何情況下構成或被認為構成任何取代豁免、偏私或影響本公司對所保財產按揭人或擁有人仍然擁有十足效力和影響的權利。

本公司保留隨時可按保險單內的條款所規定取消本保險單的權利，但

在此情況下，本保險單在失效前為保障承押人或所述承讓人的利益，在向承押人或所述承讓人發出取消保險單通知後十天內繼續生效，本公司亦有權如上所述發出通知取消本協議。(A13)

8. 留置權條款

如有損失，本公司將根據其權益向本保險單保障項目表開列之留置權持有人作出賠償，而其據則視為有效之責任解除。(A11)

9. 法律規定保證

保戶須切實遵守及執行由 (i) 消防事務處及或 (ii) 勞工處及或 (iii) 危險品條例及或 (iv) 工廠及工業經營條例及或 (v) 公眾衛生及市政條例及 / 或 (vi) 其他有關條例所定之一切章則規定及規條，包括根據同樣機構所發生之任何告示或規定，倘破壞及 / 或忽略之或其中部份，可引致或增加現保之危險，惟經本公司在保險單背書批明取消之某項法例、章則、規定、規條或告示，則無須由受到本保證條款之約束。(A33)

10. 居住保證B

保證不在所述處所內進行貿易或製造的活動。(B25)

11. 存貯條款

任何廢物、貨物或其他物品（無論屬於本保險單保戶或任何人等），不得存貯或臨時存貯在保險單所保樓宇之梯間、走廊及一切公用地方。

本公司將豁免任何非由本保險單保戶所引起對本保證條款之抵觸，但本公司必需在發生損失或損毀前收到本保險單保戶書面通知有關上述保證條款之抵觸情況。

保戶必須將所有廢物放置在桶內，並每日搬離該樓宇之外。(A34)

附加條款

(以下條款只適用於承保表內列明)

A19 – 重置價值條款

謹此同本保險單內所受保財產（保單內列明項）一旦遭逢損毀，其計算賠償金額（每項所涉有關項目）將以重置該損毀財產為基礎，惟須根據下述特定條文及若非已在此有所更改之部分本保險單上其他條款與規條。

根據此備忘錄而言，「重置」指：

進行下述工作，包括：

1. 當財產遭遇損毀而該財產為樓宇時，重建該樓宇；若涉及其他財產摧毀，以其類同財產取代之，而兩者皆限於與其相同但不可優於或超過該財產全新狀態時之價值。
2. 當財產遭遇破損，維修受損財產或復原其受損部分達致與之大致相同但不可優於或超過該財產全新狀態時之價值。

特別條文

1. 重置工作（為迎合受保人所需，可在其他地點進行，惟以不增加本公司的責任為規定）必須合理地從速展開施工及進行，否則本保險單只會支付其原應付之賠償金額，倘若本備忘錄並無被納入於此。
2. 當受保財產局部損毀時，本公司在此備忘錄內的責任是支付其復修費用，但不可超過若該財產全部損毀時所需之重置價值為限。
3. 本保險單只會支付其原應付之賠償金額，倘若本備忘錄並無被納入於其內，直至實際支出重置費用為止。
4. 在此備忘錄內每項獨立申報受保項目，須按以下比例攤分條款規定：若重置時所需之重置費用超過該受損財產在火警或其他附加承保風險發生時所導致損毀的承保金額，則受保人要自行承擔該超出的金額，並須按比例攤分該損毀所涉的損失。
5. 本保險單只會支付其原應付之賠償金額，倘本備忘錄並無被納入於其內，若該受損財產亦同時有受保於其他保險單，乃由受保人或其授權人所安排，且並非按相等如於在此備忘錄前述之重置為基礎。
6. 倘若由於以上的條文，本公司未能按本備忘錄需支付的賠償，本公司及受保人之權利與責任於處理受損財產的賠償則須遵照本保險單上所有的條件，包括比例攤分條款，猶如本備忘錄並無被納入於其內。

附加險批單

本保險單擴大保障範圍至下述附加險所引致之損毀（只適用於承保表內所指定之附加險），惟無論如何本保險單之所有條款仍然適用（根據下述之附加險所

明確更改者除外），而指定之附加險內所述之任何損毀均視作因火警引致之損毀。

EP01A - 飛機

因飛機及其他航空機器或由其墜落之物件直接引致的損毀，但不包括獲受保人批准之飛機降落而造成的損毀。

EP02A - 山火

因森林、叢樹、平野、曠野或草叢之焚燒及以火開拓或清理土地所引致的損毀，但不包括受保人或其代表以火開拓或清理土地而造成的損毀。

EP03B - 地震（火警、震動及洪水）

因地震、火山爆發包括其所引發洪水或海潮氾濫所直接引致火警或其他火災所造成的損毀，但不包括有關火警以外所引致的損毀：

- (a) 在承保表內列明每次損失之首港幣金額（如有）。每次損失指每一事故按比例分攤條款計算後之損失，而保險期間內每連續七十二小時內發生的事故均視為一次事故；
- (b) 金屬煙囪、帆布蓬、窗簾、招牌或其他戶外裝置，惟受保人指明者除外。

EP04A - 爆炸

由爆炸直接引致的火警或其他災險而造成的損毀，但不包括：

- (a) 鍋爐、節熱器或其他汽壓容器、使用壓力的機器或裝置因發生爆炸而引致的損毀；或內置部件因其本身爆炸所引致的損毀；
- (b) 因任何人或與任何組織發動的恐怖主義活動直接或間接結果引致的損毀（本條文中恐怖主義活動之含意是任何個別或集結人士其行為包括但不限於使用武力或暴力行為及/或藉此恫嚇，無論獨立個體行事或與某組織或政府有連繫或冠其名以代之而策動圖達致其政治、宗教、象徵主義、種族、或類同之目的或動機，包括圖謀迫政府及/或引起公眾或某部分公眾恐慌）。

EP05A - 汽車碰撞（由第三者的汽車引致者）

因非受保人或其家屬或僱員或其控制的汽車、馬匹或牛隻碰撞引致火警或其他災險所造成的損毀，但不包括已按比例分攤條款計算後的每項損失在承保表內列明之首港幣金額（如有）。

EP05B - 汽車碰撞（由任何汽車引致者）

因汽車、馬匹或牛隻碰撞引致火警或其他災險所造成的損毀，但不包括已按比例分攤條款計算後的每項損失在承保表內列明之首港幣金額（如有）。

EP06A - 暴動及罷工

因下述情況所直接引致的損毀：

- (a) 任何人於參與他人共同擾亂公眾安寧的行為（不論是否有關罷工或被停工）；
- (b) 任何罷工人士或被停工人士罷工或抗拒被停工時的故意行為；
- (c) 任何合法地組成的主管當局於壓制上述（a）和（b）項所述之行為時，或於嘗試壓制此行為時，或於力圖減輕其後果時所採取的行動。

但不包括：

- (i) 情況不論直接或間接引致的損毀：
 - a) 因任何人或與任何組織發動的恐怖主義活動直接或間接結果引致的損毀（本條文中恐怖主義活動之含意是任何個別或集結人士其行為包括但不限於使用武力或暴力行為及/或藉此恫嚇，無論獨立個體行事或與某組織或政府有連繫或冠其名以代之而策動圖達致其政治、宗教、象徵主義、種族、或類同之目的或動機，包括圖謀迫政府及/或引起公眾或某部分公眾恐慌）
 - b) 規模達致叛亂程度之民眾騷動；
 - c) 任何人士的惡意行為（不論是否有關擾亂公眾安寧）但不屬於任何暴民、罷工者或被停工人士因暴動或罷工或抗拒被停工時的故意行為；
- (ii) 由完全停工或部分停工或耽誤工序或干擾工序或停止工序所引致的損毀；
- (iii) 由下述情況所引致的損毀：
 - a) 因任何合法組成的主管當局執行充公或徵用而引致的永久性或短暫性喪失使用權；
 - b) 因任何人士非法佔用任何建築物而引致永久性或短暫性喪失該建築物之使用權；

惟本公司對受保人於永久性喪失使用權之前或於短暫性喪失使用權期間內受保財產所受之實質損毀仍負賠償責任。

EP06C - 惡意損毀

因任何人的惡意行為直接造成的損毀（不論該等作為是否擾亂公眾安寧），但不包括：

- (a) 由爆炸所造成的損毀；
- (b) 因盜竊或任何意圖盜竊所造成的損毀。

惟這項保障須以有效的額外保障EP06A（暴動及罷工）為受保前題，並以該項額外保障的除外責任條款（第5A (i) c項除外）為依據。

EP07A - 自然發熱燃燒

所保財物本身自然發酵，發熱，燃燒引起火警而造成的損毀。

EP08A - 消防灑水裝置滲漏

因受保人佔用之受保場所安裝的自動消防灑水裝置出現排水滲漏而直接造成的損毀，但不包括所述裝置本身的損毀，惟：

- (a) 有關排水或滲漏必須純屬意外，並不得由以下因素促成或引致：
 - (i) 由火產生的熱力；
 - (ii) 建築物或處所經過維修或改裝；
 - (iii) 所述裝置經過維修、搬遷或延展；
 - (iv) 政府或有關當局的指令；
 - (v) 爆炸、爆破建築物或炸藥爆破；
- (b) 受保人須在任何時刻採取一切合理的措施，以防止所述裝置損毀，並盡力在其責任範圍內，保養所述裝置，包括外置自動警報系統系統的效能。若所述裝置出現任何排水或滲漏，受保人須作出或准予作出一切可行的辦法搶救，不論是搬遷或其他方式，以保護及保障所保財產；
- (c) 凡受保人有意對所述裝置進行任何更改、維修或改裝，必須先以書面通知本公司；
- (d) 本公司可在任何合理的時間視察受保處所。若本公司通知受保人所述裝置的建築或裝置出現毛病而需要改裝或維修，本公司可選擇以書面通知受保人暫停本附加的保障，直至完成改裝或維修為止。

EP09B - 颱風及暴風（包括洪水）

因颱風或暴風直接引致火災或其他損毀，但不包括：

- (a) 有關火警以外引致的損毀：
 - (i) 在承保表內列明每次損失之首港幣金額（如有），每次損失指每一事故按比例分攤條款計算後之損失，而保險期間內每連續72小時內發生的事故均視為一次事故；
 - (ii) 金屬煙囪、帆布蓬、窗簾、招牌或其他戶外裝置，但特別承保者除外；
 - (iii) 建築、改建或修理中之房屋，除非其所有戶外門、窗、孔洞等工程已完成及作好防風措施，但特別承保除外；
- (b) 因下列原因引致之損毀：
 - (i) 地陷及山泥傾瀉；
 - (ii) 冰雹，無論是否由風推動；
 - (iii) 雨水進入建築物內，但因颱風或暴風之直接力量由建築物結構的破孔迫入者除外；
- (c) 因下列原因引致之損毀：
 - (i) 從平常儲水池（無論其從天然或人工範圍）的洩水；
 - (ii) 海水氾濫。但其直接起因由於颱風或暴風除外。

EP09C - 颱風、暴風及洪水

因颱風、暴風及洪水直接引致的火災或其他損毀，但不包括：

- (a) 因火災以外引致的損毀：
 - (i) 在承保表內列明每次損失之首港幣金額（如有），每次損失指每一事故按比例分攤條款計算後之損失，而保險期間內每連續七十二小時內發生的事故均視為一次事故；
 - (ii) 金屬煙囪、帆布蓬、窗簾、招牌或其他戶外裝置，惟特別指明受保者除外；
 - (iii) 在建築、改裝或維修期間的房屋，除非其所有戶外門、窗及其他孔洞等已完整安裝妥當及作好防風措施，惟特別指明的受保者除外；
- (b) 因下列因素所造成的損毀：
 - (i) 地陷或山泥傾瀉；
 - (ii) 冰雹，不論是否由風劫所推動；
 - (iii) 雨水進入建築物內，但因颱風或暴風的直接力量由建築物結構的破孔迫入者除外；
- (c) 因受保人疏忽而未有採取合理措施防範而積水所引致的損毀。

EP10A - 水箱、輸水裝置及水管

因水箱、輸水裝置或水管爆裂或滿溢直接造成的損毀，但不包括：

- (a) 在承保表內列明每項損失之首港幣金額（如有），每次損失指每一事故按比例分攤條款計算後之損失；
- (b) 水箱、輸水裝置或水管的損毀；
- (c) 任何自動消防灑水系統噴水或滲漏所引致的損毀。

EP11A - 山泥崩塌及地陷

在保險期內直接由山泥崩塌及地陷所引致之損毀，但不包括：

- (a) 直接或間接由於下述事件所引致的損毀：

- (i) 海岸的侵蝕；
- (ii) 地層升降；
- (iii) 建築物基礎下陷或人工堆填土地於工程完工五年內下陷；

- (b) 因山泥崩塌及 / 或地陷引致小徑、車道、籬笆、閘門、邊界及護土牆的損毀；
- (c) 除特別聲明受保者外，搬移山泥崩塌及 / 或地陷引起的殘礫或重整地盤的費用，除非重整地盤為修理所保財產所必需的；
- (d) 由於設計或工藝錯誤，或使用劣質物料引致的損毀；
- (e) 任何種類或形式的後果損失或損毀；
- (f) 在承保表內列明每次損失之首港幣金額（如有），每次損失是指每一事故按比例分攤條款計算後之損失。而保險期內連續72小時內發生的事故均視為一次事故。

保證：

1. 受保人應保持所保財產處於良好狀態，並採取一切負責任的措施以防止上述承保風險的發生。
2. 受保人有責任為人造斜坡及擋土牆進行維修，及應按照香港特別行政區之土木工程拓展署土力工程處出版的《岩土指南第五冊 - 斜坡維修指南》內建議的良好作業方法為標準。
3. 受保人應立即通知本公司以下情況：
 - (i) 在所保財產下面，周圍或鄰近地區展開挖掘工程；
在此情形下，本公司有權改變或取消本保單所提供的保障；
 - (ii) 發生所保危險而影響的所保財產之場地之任何部份（不論是否涉及所保財產）或其周圍環境。

EP12A - 暴雨

因暴雨直接引致火災或其他損毀，但不包括：

- (a) 有關火警以外引致的損毀
 - (i) 在承保表內列明每項損失之首港幣金額（如有），每次損失指每一事故按比例分攤條款計算後之損失，而保險期間內每連續七十二小時內發生的事故均視為一次事故；
 - (ii) 金屬煙囪、帆布蓬、窗簾、招牌或其他戶外裝置，惟特別指明受保者除外；
 - (iii) 建築、改建或修理中之房屋，除非其所有戶外門、窗、孔洞等工程已完成及作好防雨措施，但特別承保除外。
- (b) 因下列原因引致的損毀
 - (i) 地陷及山泥傾瀉；
 - (ii) 冰雹，無論是否由風推動；
 - (iii) 雨水進入建築物內，但因颱風或暴風之直接力量由建築物結構的破孔迫入者除外；
 - (iv) 雨水滲漏。
- (c) 因下列原因引致的損毀
 - (i) 從平常儲水池（無論其從天然或人工範圍）的洩水；
 - (ii) 海水氾濫。但其直接起因由於暴雨除外。
- (d) 因受保人疏忽未能採取合理措施防範而積水所致的損失。本條文目的，「暴雨」惟指氣候現象的降雨，按香港特別行政區香港天文台之暴雨警告系統所發出有效之暴雨警告訊號。

註：此中文譯本只供參考之用，如與英文原文有任何歧異，概以英文本為準。