中銀集團保險有限公司
BANK OF CHINA GROUP INSURANCE COMPANY LIMITED

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BUSINESS COMPREHENSIVE PROTECTION 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 or restaurant 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, computer equipment (including notebook use anywhere within Hong Kong), 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, molds, 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 and wine.
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. With the exception of "1.3.Stock and samples of general merchandise", this item specifically excludes all high-value goods, including but not limited to alcoholic beverages, 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. Premises 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 - 1.3. Stock and samples of general merchandise & 1.4. computer systems' records " under the Limit of Indemnity Table is limited to the value of the materials together with the reasonable cost of clerical labour and time involved 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**
   In the event of accidental damage to Insured's fixed advertising signs or decorations located within 5 meters of the Premises, 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. (only the similar door locks, but not better)
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 willful 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 the claim relates to the replacement of a lost or damaged electrical appliance, the Company will replace the item with an item bearing a Grade 1 energy efficiency label issued under the Energy Efficiency Labelling Scheme administered by the Electrical and Mechanical Services Department of the Government of the HKSAR, provide that the additional cost of such replacement does not exceed HKD2,000 in aggregate during the period of insurance.

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, molds, 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, color, 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 willful 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: PUBLIC IABILITY

The Company will subject to the sum insured in respect to this SECTION 2 as stated in the Schedule 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 Business and 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.

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, fulfil 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

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 2 and its extensions shall not exceed the sum insured in respect to this SECTION 2 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 2, 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 2, shall not in aggregate. exceed the sum insured in respect to this SECTION 2 specified in the Schedule as the "Limit of Indemnity" for any one accident and any one period of insurance.

Exclusions to SECTION 2:

This section does not cover any liability arising directly or indirectly from:

1. Bodily Injury to or illness of:
   (1) 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;
   (2) any person by whom or by whose dependents any claim is brought against the Insured under the Employees' Compensation Ordinance or any Workmen's Compensation Legislation;
2. any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
3. 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;
4. 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;
5. any claim arising from, caused by, in connection with, resulting from or attributable to
   (1) the ownership or possession or use by or on behalf of the Insured of:
      (a) 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;
      (b) any aircraft or watercraft;
   (2) crane, lift, elevator, hoist or other lifting equipment;
   (3) the explosion of any boiler or other pressure vessels or apparatus;
   (4) 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) leakage, pollution or contamination of any kind;
6. 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;
7. 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;

8. fines, penalties, punitive or exemplary damages;
9. liability arising directly or indirectly from a judgment or order obtained in Hong Kong for the enforcement of a judgment obtained eleshere.
10. 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:
    (1) asbestos or silica dust;
    (2) asbestos, asbestos products or any product containing asbestos.

SECTION 3: 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 3 stated in the Schedule in regard to increase in cost of working resulting from such interruption.

The amount payable as indemnity thereunder shall be:

1. in respect of increase in cost of working: the additional expenditure (subject to the Provisions 2 under this SECTION 3) 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 3:

1. **Annual Turnover -** the Turnover during the twelve (12) months immediately before the date of the damage.
2. **Indemnity Period -** the period beginning with the occurrence of the damage and ending not later than the period as specified in the “Schedule” in this Policy thereafter during which the results of the Business shall be affected in consequence of the damage.
3 **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).

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 3.

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 3 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 3:

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 3 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 Insured Standing Charges bears to the sum of all the Standing Charges.

3. It is hereby declared and agreed that no claim shall be admitted under this SECTION 3 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 3 and its extensions cover shall not exceed the sum insured in respect to this SECTION 3 as stated in the Schedule.

Exclusions to SECTION 3:

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; or
4. if interruption is consequent upon dishonesty or fraudulent action by the Insured or by any of the Insured's Employees:
5. loss due to computer software, computer viruses, malicious code;
6. loss resulting from interruption or interference with the Business arising directly or indirectly from erasure loss distortion or corruption of information on computer systems or other records programs or software caused deliberately by rioters strikers locked - out workers persons taking part in labour disturbances or civil commotions or malicious persons.

SECTION 4: 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 4 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 4:

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 4:

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 confiscation or 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 5: 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 robbery, 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 5 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.

Exclusions to SECTION 5:

Excluding death, injury, charge, cost or expense caused by:

1. suicide or attempted suicide, intentional self-injury, willful exposure to danger (other than in attempt to save human life):
2. pre-existing physical or mental defect, illness or infirmity:
3. the effect or influence of alcohol or drugs, unless the drug is taken in accordance with an authorized medical prescription.;
4. Disappearance of the Insured person.

SECTION 6: FIDELITY UARANTEE

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:

1. the act of fraud or dishonesty must be committed during the period of insurance
2. 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;
3. discovery of any act of fraud or dishonesty must be reported to the police within 24 hours;
4. 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

ADDITIONAL BENEFITS

1. Business Trips

   This section is extended to provide worldwide cover for all non-manual Employees of the executive, managerial or sales Employee as specified in the Policy Schedule while they are temporarily working worldwide. This benefit shall not apply to any manual work, site work, installation, repair, maintenance, construction, manufacturing, loading or unloading work, and provided that the Insured is legally liable under the Employees' Compensation ordinance.
2. Welfare, Social or Sport Activities

   It is hereby understood and agreed that if any Employee of the Insured shall sustain Bodily Injury of death by accident or disease contracted whilst participating in the welfare, social or sport activities organized by or on behalf of the Insured shall be deemed to be arising out of and in the course of his employment by the Insured, provided that the Insured is legally liable under the Employees' Compensation Ordinance.

3. Meal & Lunch Time
   It is hereby understood and agreed that if any Employee of the Insured staying in the Insured's premises during meal and lunch time being injured or killed shall be deemed to have arisen out of and in the course of his employment by the Insured, provided that the Insured is legally liable under the Employees' Compensation Ordinance.
4. Extraordinary Weather Condition
   In the event of any Employee as specified in the Policy Schedule of the Insured whose attendance at his place of employment is required by the Insured during extraordinary weather conditions the cover provided under this Policy is extended to indemnify the Insured for death or injury sustained by the Employee as specified in the Policy Schedule whilst proceeding directly to his place of employment or returning therefrom directly to his home such death or injury shall be deemed to have arisen out of and in the course of the Employee's employment for the purpose of this policy, provided that the Insured is legally liable under the Employees' Compensation Ordinance.
5. Work From Home
   It is hereby understood and agreed that if any Employees of the Insured work from home being injured or killed shall be deemed to have arisen out of and in the course of his employment by the Insured, provided that the Insured is legally liable under the Employees' Compensation Ordinance. Provided always that:
   1) the work from home agreement is mutual agreed between the Insured and the Employee; and
   2) the Insured must ensure and meet minimum requirements that the home premises is a suitable and safe working environment; and
   3) the home office could be referred as the place of employment; and
   4) the Insured/Employee must keep a proper record which sets out the working hours of the Employee; and
   5) the normal office health and safety requirement/ regulations apply equally to the homeworker and must comply with such relevant health and safety regulations/requirements at all times.

Subject otherwise to the Terms, conditions and exceptions of this policy.

Conditions applicable to SECTION 7:

1. 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.
2. 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:

1. 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");
2. 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;

3. 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:

1. the Insured's liability to Employees of contractors to the Insured;
2. any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
3. any sum which the Insured would have been entitled to recover from any party but for agreement between the Insured and such party;
4. any Bodily Injury or disease sustained outside the geographical area (unless otherwise specified)
5. any person who is not an Employee;
6. any liability arising from pneumoconiosis or noise-induced deafness;
7. any late payment surcharges or fines for which the Insured may become liable under the Employees' Compensation Ordinance;
8. all Bodily Injury losses to self-employed persons or sole proprietors; and
9. 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
   (1) asbestos or silica dust;
   (2) 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:

1. This Policy does not cover loss or damage directly or indirectly caused by or contributed to:
   (1) lack of maintenance, structural defect of the Buildings;
   (2) seepage of water except damage caused by rain through openings made to the fabric of the Buildings by direct force of typhoon or windstorm;
   (3) wear, tear, depreciation, moths, woodworm, beetle, other insects or vermin;
   (4) 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) ionizing 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 willful 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.

INFECTIOUS DISEASE EXCLUSION

(applicable to SECTION 2 - PUBLIC LIABILITY only)

The indemnity expressed in this Policy shall not apply to or include liability in respect of death or Bodily Injury including illness of any person directly or indirectly caused by infectious disease which is listed in the first schedule of the prevention and control of disease ordinance (cap 599) as at the date of the receipt by the Company of the Insured written notification of a claim identifying each and every person suffering from such death or illness, each and every place of occurrence and each circumstances thereof.

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 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.

SLE-SANCTIONS LIMITATION AND EXCLUSION CLAUSE (LMA 3100)

The Company shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that The Company to any sanction, prohibition or restriction under united nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

PART IV - 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' notices 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 V - 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 2 (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 4 (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 2 (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 ratable 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 VI - 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. Interest

No benefit and expenses payable under this Policy shall carry interest.

10.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.

11. Rights of Third Parties Clause

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

12. Entire Contract and Changes

This Policy, including the Schedule, Insurance Certificate, Limit of Indemnity Table, endorsements, any memoranda, appendix and amendments (if any), will constitute the entire contract between the parties. Any change in this Policy is not valid unless evidenced by the Company's endorsement or amendment. The Company reserves the right to underwrite, amend the terms and/or adjust the premium and maximum limit for coverage under this Policy.

NOTICE: In the event of cancellation or alteration of this Policy, the minimum premium will be charged at the discretion of the Company.

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:

(1) processing and evaluating your insurance application and any future insurance application you may make;
(2) administering your insurance policy and providing services in relation to your insurance policy;
(3) analysis or investigating, processing and paying claims made under your insurance policy;
(4) invoicing and collecting premiums and outstanding amounts from you;
(5) any alterations, variations, cancellation or renewal of any insurance related product or service;
(6) contacting you for any of the above purposes;
(7) exercising any right of subrogation by the Company;
(8) other ancillary purposes which are directly related to the above purposes; and
(9) 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 (whether within or outside the Hong Kong Special Administrative Region):

(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) any industry or regulatory bodies responsible for handling insurance related complaints and/or disputes; 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

Item	Scope of Coverage		Maximum Limit of Indemnity (HK$)
1.	**Contents and Equipment**		**The Sum Insured as stated in the Schedule**
	1.1.	Furniture, fixture, fittings and utensil, equipment, electrical appliance, computer equipment, machinery, interior decorations Extended Coverage: Replacement of damaged electrical appliances with Grade 1 energy-efficient labelled products, and provided the additional cost of such replacement does not exceed HKD2,000 in aggregate during the period of insurance.	100,000/item
	1.2.	Accidental damage to laptop computers used within Hong Kong	50,000/year 7,000/item
	1.3.	Stock and samples of general merchandise (If the coverage amount under this item is deemed insufficient, you may arrange extra protection under Optional Coverage)	30,000/year
	1.4.	Loss of or damage to computer system records (for the cost of reproducing the data only)	100,000/event (10,000/item)
	1.5.	Any document, map, deed, tape, file, etc.	25,000/event (5,000/item)
	1.6.	Personal effects and valuables of Insured, directors, partners or employees	10,000/event (5,000/person)
	1.7.	Works of arts and wine	20,000/year (5,000/item)
	1.8.	Seasonal increase in sum insured for Stock from 1 November to 1 March	Maximum Limit of Indemnity increased by 30%
	Free Extension Coverage:		
	A.	Damage to business premises due to theft or attempted theft	100,000/event
	B.	Temporarily removed from office or shop for cleaning, renovation, repair or similar purpose	10% of Maximum Limit of Indemnity for "Contents & Equipment"/event
	C.	Damage to fixed mirror or glass	20,000/event
	D.	Removal of debris	10% of Maximum Limit of Indemnity for "Contents & Equipment"/year
	E.	Fire extinguishing expenses	50,000/year/event
	F.	Architects', surveyors' and consulting engineers' fees	5,000/event
	G.	Damage to office or shop's contents and stock during lawful alterations, decoration or repair	Maximum Limit of Indemnity for "Contents & Equipment"/year (value of contractor works not to exceed the total of 500,000 each contract)
	H.	Damage to advertising signs or decorations	10,000/year (5,000/event)
	I.	Replacement of locks	5,000/year
	J.	Loss of or damage to stock in transit	50,000/year
	K	Loss of or damage to document in transit	5,000/year
2.	**Public Liability**		**The Sum Insured as stated in the Schedule**
	Free Extension Coverage:		
	A	Overseas commercial visits	Maximum Limit of Indemnity for "Public Liability"/event

	B Food and drink	20% of Maximum Limit of Indemnity for "Public Liability"/event
	C. Tenants liability	50% of Maximum Limit of Indemnity for "Public Liability"/event
	D Independent contractor's liability	Maximum Limit of Indemnity for "Public Liability"/ event (value of contractor works not to exceed the total of 500,000 each contract)
	E Social, sports and welfare activities	Maximum Limit of Indemnity for "Public Liability"/event
	F Advertising signs or decorations liability	1,000,000/year
3.	**Business Interruption**	**The Sum Insured as stated in the Schedule**
	Free Extension Coverage:	
	A. Professional accountants' charges	50,000/year
	B. Denial of access (more than 48 consecutive hours)	Maximum Limit of Indemnity for "Business Interruption" /year
	C. Failure of public utilities (more than 48 consecutive hours)	Maximum Limit of Indemnity for "Business Interruption" /year
4.	**Loss of Money**	**The Sum Insured as stated in the Schedule**
	4.1. Accidental loss of money including loss of crossed cheques, crossed postal orders, crossed bankers' drafts and credit card sales vouchers	
	4.2 Extension Coverage:	
	(i) At the office or shop during business hours	50,000/event Choose from up to 100,000/event
	(ii)At the office or shop after business hours which is kept in a locked safe or strongroom	Same as above
	(iii) Accidental loss of money in a bank night safe	Same as above
	(iv)Whilst in transit anywhere in HKSAR in the custody of the Insured or authorized employees	Same as above
	(v) At the office or shop after business hours which is not kept in a locked safe or strongroom	5,000/event
	(vi) Whilst at the residence of directors, partners or authorized employees	2,500/event
	Note: The selected sum insured for extensions (i) to (iv) must be identical	
	Free Extension Coverage:	
	A. Damage to safes or strongroom caused by theft or attempted theft	50,000/event
	B. Loss caused by the acceptance of counterfeit money (HK dollar & Renminbi notes only)	15,000/event
5.	**Personal Accident**	**The Sum Insured as stated in the Schedule**
6.	**Fidelity Guarantee**	**The Sum Insured as stated in the Schedule**

Other Optional Coverage

Item	Scope of Coverage	Maximum Limit of Indemnity (HK$)
1.	**Employees' Compensation**	**The Sum Insured as stated in the Schedule**
	Free Extension Coverage: A. Business Trips; B. Welfare, Social or Sport Activities; C. Meal & Lunch Time; D. Extraordinary Weather Condition; E. Work From Home.	
2.	**Buildings (Fire)**	**The Sum Insured as stated in the Schedule**
3.	**Additional Stock**	**The Sum Insured as stated in the Schedule**

Note:

Excess

1. SECTION 1- CONTENTS AND EQUIPMENT and SECTION II PUBLIC LIABILITY

Age of Building	Excess
45 year or below	the first HK$1,000 of each claim (including theft) or the first HK$3,000 or 10% of loss results from water damage (whichever is higher);
45-49 year	the first HK$15,000 of each claim (including theft) or the first HK$15,000 or 15% of loss results from water damage (whichever is higher);
50-60 year	the first HK$25,000 of each claim (including theft) or the first HK$25,000 or 25% of loss results from water damage (whichever is higher);

2. Notebook computer：HK$2,000 per item.

香港德輔道中 71 號永安集團大廈 9 樓　查詢熱線：3187 5100　傳真：3906 9919

商業綜合保障計劃保單

保戶以一份投保書及聲明謹向中銀集團保險有限公司（下稱 “本公司”）申請下述保險。該份投保書及聲明已被納入本合約內，成為本合約之基礎。保戶已繳付保費，作為本保險的代價。

茲證明本保單或批單上所列之承保條款、除外條款、基本條款、責任限額（當中全被當作納入條款內）為依歸下，本公司同意賠償給保戶任何或所有以下所列在保險期內所發生之意外。

但在任何情況下，保戶須完全遵守及履行保單所載條件及承保條款，以及保戶確保投保書及聲明內所提供或申報的所有資料是準確、真實及完整的，是為本公司在保單的任何責任的先決條件。

在本保單內，如內容許可，只表達單數之字詞亦可包括眾數，反之亦然。而只表達男性之字詞亦可包括女性，反之亦然。

第一部份 – 一般定義

以下任何字詞或字句應用於保單、承保表/證書、批單或備忘錄均具有該意義。

1. 「週年期」　意指在承保表所述的保單起保日起計 12 個月內及以後任何每一連續 12 個月的週年。
2. 「身體損傷」　意指因意外、外在、暴力及可見事件完全及直接構成的死亡或傷害，並不牽涉任何其他因素及並非由疾病或逐步生理或精神失調構成。
3. 「建築物」　承保表內“風險地點”註明保戶的投保辦公室或商舖或餐廳結構包括地產商的固定裝置。
4. 「業務」　意指由本保單所保障之業務限於在承保表上註明之樓宇內所進行的業務。
5. 「財物」　意指樓宇內的財物包括但不限於：
    a. 傢具、固定裝置及用具、設備、電器、電腦器材(包括在香港境內任何地方使用的手提電腦)、機器及室內電話系統裝置；
    b. 由保戶負責的室內裝修、租客對樓宇改善及業主的傢具及固定裝置
    c. 存貨及一般商業樣本；
    d. 電腦系統紀錄；

e. 任何一份契約、文件、書本、地圖、建築設計圖、模型、手稿、印模、計劃及設計圖則、紀錄、記憶卡、影音帶、檔案或幻燈片等；
f. 保戶、保戶的董事、合夥人及僱員等的個人物品（包括貴重物品）；
g. 藝術品及酒類。

6.	「收入」	根據《僱員補償條例》中的定義，泛指由僱主支付予僱員之薪酬、薪金、花紅、津貼及其他福利。
7.	「僱員」	僱員的涵義應與《僱員補償條例》中的定義相同。
8.	「自負額」	意指本公司就每宗索償賠付的首項不支付金額。
9.	「香港特別行政區」	意指中華人民共和國香港特別行政區。
10.	「保戶」	意指申請投保本保單的個別人士、合夥人、企業或機構，其名稱載於承保表或批單內為“保戶”的人士。
11.	「金錢」	意指保戶所擁有須管轄的現金、鈔票紙幣、支票、郵政匯票、現金匯票、劃線銀行本票、流通郵票、郵資蓋印機內未過期的單位及信用卡銷售存根。
12.	「個人物品」	衣服及私人使用的物品，以供穿著或攜帶使用，惟不包括金錢及手提電話。
13.	「樓宇」	保戶位於承保表內“風險地點”的辦公室或商舖樓宇，該樓宇由水泥及混凝土建成及蓋頂。
14.	「承保表」	保單上的承保表載有保戶名稱、風險地點/樓宇、保險期、保費、投保計劃及承保金額及保單內有效之“章”節，均被視為保單組成部份及完整合約般一併閱讀。
15.	「存貨」	意指樓宇內的商品存貨及一般商品的樣本，該些商品存貨及一般商品的樣本乃屬於保戶或保戶於法律上必須承擔責任的託管財物，除「第一部份 1.3 存貨及一般商業樣本」外，本項目不保所有高價值貨品，高價值貨品包括但不限於酒類、流動電話、電子產品、視聽及攝影設備、珠寶、黃金、銀器、貴重金屬/寶石、手錶、皮草、食用燕窩、人參、貴重中藥及類似物品。
16.	「樓宇改善」	由保戶對於樓宇內牆壁、窗戶、天花、地板及門閘作出的更換改善。
17.	「條款」	意指所有條款、限制、不受保範圍及條件均包含或批註於保單及承保表上。
18.	「貴重物品」	意指珠寶、黃金、銀器、貴重金屬/寶石、手錶、皮草、古董、油畫、運動設備、望遠鏡、顯微鏡、用作收藏的郵票及錢幣。

第二部份 – 保障範圍

第1章 ：財物及設備

本公司將按照載於本保單內承保表的最高賠償額，以付款、維修、重置或更換財物方式，就樓宇內的財物，在保險期內因意外損失或損毀向保戶予以賠償。

「財物」的限制：

1. 「第一部份 1.3 存貨及一般商業樣本及 1.4 電腦系統記錄遺失或損毀」的保障範圍，僅限於物料價值連同重新編寫或編製損失或損毀項目的合理時間計算的文職僱員合理工資（不包括重新編製或收集記錄資料的有關費用），且不包括內裏所包含的資料之價值。

附加保障：

在不超逾本公司載於承保表適用於第 1 章的承保金額的情況下，本保單為保戶的承保範圍附加保障如下：

1. **樓宇的損毀**
   涉及以強行及暴力形式進出樓宇的爆竊或意圖爆竊行為而引致保戶負責的樓宇受到損毀
2. **臨時搬遷**
   財物（契約、不可轉讓文件、個人物品、手提電話或電腦、固定的玻璃或鏡子除外）因清潔、翻新或維修等原因而須要臨時搬離該樓宇（但仍在香港特別行政區境內）造成之損失或損毀。
3. **固定鏡子或玻璃的損毀**
   不論安裝在窗、門或其他地方的固定鏡子或玻璃，若因意外損毀，包括因是次損毀而產生的臨時遮檔板的合理費用。本附加保障茲不包括因刮擦造成的破損及玻璃或鏡子的貼字或裝飾費用。
4. **殘餘物的清除**
   就第 1 章所保障的損失或損毀發生後，有必要清除的財物及存貨的殘餘物所引致的合理費用。
5. **滅火開支**
   包括保戶為防止樓宇或毗連樓宇的火災及對受保財物及存貨造成威脅而引致的必要及合理的費用及開支。該等開支應包括消防隊費用、或更換滅火設備的費用及其他與滅火或防火相關的費用及收費。
6. **建築師、測量師及顧問工程師費用**
   附加保障因毀壞或損毀所引致有關修復指定財物所必須建築師、測量師及顧問工程師費用，但不包括為預備索償之費用。並已明白該支付之費用將不得超過以下機構釐定的收費表之規定：英國皇家建築學會專業收費表及/或皇家註冊勘察師學會專業收費表及/或工程顧問組織或其當地有關之同類機構之收費。
7. **合法改建、裝修或維修條款**
   本保單所保障的財物及存貨之損失或損毀，不會因樓宇由外判承包商所進行的合法改建、維修、裝修或保養工程而受影響，但該等有關工程的每張合約總值不可超過本保單「賠償限額表」於此項內的限額。若任何合約超過之時須向本公司出事先通知，本公司保留就該等合約納入本保單的保障範圍而收取額外保費之權利。

   就本條款而言，本保險不適用於承包工程或其所引致的新增財產，除非該等工程已完成，聲明將被納入在本保單內，而最高賠償額亦經作相應修訂。
   本公司概不就可根據任何其他由保戶或其承包商投保的財物損毀保單或「工程全險」保單所能追討的索償而承擔任何責任。
8. **廣告標誌或裝飾的損毀**
   若保戶安裝於所在樓宇及 5 米範圍以內的固定廣告標誌或裝飾因意外損毀，本公司將支付合理的維修或更換費用，惟保戶必須保證及證明該廣告標誌或裝飾有被定期檢查及有良好保養。
9. **更換門鎖**
   涉及以強行及暴力形式進出樓宇的爆竊或意圖爆竊行為而需更換毀壞的門鎖的合理費用(只限同等級或以下的相近類型門鎖)。

10. 存貨運送途中
  保障存貨在香港特別行政區透過正常方式運送途中意外遺失或損毀，但不包括放置在無人看管的汽車、通宵貨倉或露天地方的遺失或損毀。
11. 運送途中的文件
  若文件在香港特別行政區運送途中意外遺失或損毀，本公司只會支付重新編製遺失文件的費用，但不包括其本身價值。

適用於第 1 章的錯誤及遺漏條款

在本保單生效時，若發現有任何故意失實陳述、錯誤描述或不披露重要事實，本保單將會無效。 然而，雙方同意本保單不會因以下情況而失效：

1. 任何對投保項目名稱、估值或任何重要事項陳述中出現非蓄意或無意之錯誤或遺漏，或
2. 無論會否構成風險增加，因對非由保戶佔用之樓宇或其部份進行或將進行任何事項，而違反保單條件或條款。

若保戶獲悉該等錯誤、遺漏或違反事項後，應儘快切合地通知本公司，並須從風險增加日起應本公司的要求繳付適當的額外保險費。

適用於第 1 章的時間調整條款

若因颱風、暴風、暴風雨、水災或地震造成受保財物損失或損毀，每次及每項索償的自負額需在颱風、暴風、暴風雨、水災或地震結束後 72 小時起重新適用及再次扣減。

一對或一套條款

如有任何受保項目由一對或一套組成，本公司將不支付超過任何損毀或遺失部份之價值，即使該物件(一件或多件)因屬一對或一套之部份而具特別價值；同時亦不會支付超過該物件與該一對或一套物件總值相對之比例價值。

適用於第 1 章的賠償基準條款

本公司可選擇對損失或損毀進行維修、更換、修復或以支付現金作賠償。應支付的金額為維修或更換財物（存貨除外）的費用，並且不扣除自然耗損及折舊，惟因更換或修復該財物至原狀所需之費用，不可多於重新購置該財物所需之費用。若索償涉及更換損失或損毀的電器，本公司將以附有由香港特別行政區政府機電工程署所管理之「能源效益標籤計劃」所發出之一級能源效益標籤的同類物品作更換；，惟受限於更換每項物品所引致的額外費用在受保期內不超過港幣 2,000 元。

倘若兩件或以上的物品被列為同一項或同系列項目下受保障，本公司於釐定每件物品的最高 賠償額時，應以該項或該系列財物的投保額而平均分配。

在財物遭損失、破壞或損毀時，若本章所示投保額低於本保單下所有受保財物的總值，則保戶須按投保不足的比例，予以承擔部份損失或毀壞。

適用於第 1 章的自動回復投保額

就本章可收復之損失或損毀，保障額將會在提出索償日起自動回復。本公司保留按比例收取從損失造成之日起至保單屆滿期間的額外保費之權利。

適用於第 1 章的法例要求條款

保戶遵守下列機構所公佈之有關各項規章/例

1. 消防處；及/或
2. 勞工處；及/或

3. 危險品條例；及/或

4. 任何其他法定條例；

（包括任何通告及要求，如有遺反及不加理會者可影響或使本章所保之風險增加。）
是為向本公司保單索償的先決條件。

賠償責任限額

本公司於第 1 章及其附加保障的最高賠償責任將不超逾承保表中有關此章所載的承保金額。

第 1 章的不受保項目：

1. 本章不會承保：
   (1) 載於本保單「賠償限額表」內的自負額；
   (2) 貴重物品、金錢、旅行票據、證券或其他可轉讓文件，受本保單特定章節特別保障者除外；
   (3) 受任何其他保險更加明確保障的財產、個人物品(包括貴重物品)或存貨；
   (4) 船艇、飛機、汽車或其他領有牌照可於道路上使用的機械或電力驅動車 輛或輔助設備；
   (5) 爆炸品、動物或牲畜、植物、露天財物；
   (6) 因建築施工、架設、安裝或由測試、超載或實驗直接或間接造成的異常狀況所引致的財物損失或損毀；
   (7) 正在操作的財物和直接源於任何製造、維修、更改或使用之過程中引致的損失或損毀；
   (8) 正常保養及維修費用；
   (9) 陶瓷、瓷器或其他易碎物品的破損（潔具、固定的玻璃或鏡子除外)，除非因火災或爆竊所致；
   (10) 因爆炸、破裂、倒塌、爆破、爆裂、著火或膨脹造成任何鍋爐、省油器、渦輪或其他壓力容器（包括管道、閥門及該等設備所附的其他儀器）的損失或損毀，惟此不受保範圍僅限於前述物品中直接受影響者，並不延 至其他財物因爆炸、破裂或爆破引致的損失或損毀；
   (11) 任何性質的災後損失；
   (12) 因不可解釋的失蹤、存貨短缺、錯誤歸檔或錯誤放置、會計或文書錯誤或遺漏而產生的任何損失或短缺，或不可識別為本章保障的特定事件的任何索償；
   (13) 因錯誤程式、穿孔、標簽或插入，疏忽刪除資料或丟棄存有數據的媒體及由磁場引致的資料損失而造成的損失、損毀或費用；
   (14) 矯正有缺陷的設計、材料或手工藝的費用，但此不受保範圍不適用於受本保單保障下的其他財物、因該等有缺陷的設計、材料或手工藝而造成之損失或損毀。
2. 本章不會保障由以下原因造成或源自以下原因而造成之損失或損毀：
   (1) 消耗、磨損、折舊、固有瑕疵、潛在缺陷、生銹、磨蝕、發霉、黴菌、真菌、潮濕或乾旱的腐爛、逐漸惡化或慢慢變形或扭曲、沾污或污染、昆蟲、幼蟲、蠹患、害蟲、刮擦玻璃或任何清潔、染色、維修、還原或翻新過程；
   (2) 由政府海關或其他官方或主管當局造成之延誤、充公、扣留或毀壞；
   (3) 機械或電力故障或失常，但由此而產生的火災或爆炸所造成的損失或損毀除外；
   (4) 溫度或濕度改變，任何空調、冷卻或供暖系統之故障、不適當操作或溫度變異；
   (5) 水、氣體、電力或燃料供應故障，或水、氣體、電力或燃料供應者的蓄意行為；
   (6) 辦公室或商舖儀器及設備的不當使用或不依照製造商的說明書或規格使用；

(7) 設計失誤，設計、計劃、規格中的錯誤、缺陷或遺漏；
(8) 收縮、蒸發、重量減少，味道、顏色、質感或光潔度的改變，受光作用影響或曝露於天氣之影響；
(9) 因全部或部份工程停止運作，或因此而引致任何過程或操作的延緩、中斷或停止；
(10) 受保財物自身的發酵作用、自然發熱或自燃，或其經歷任何加熱或焙烘過程；
(11) 保戶的任何一位董事、合夥人或僱員的欺詐或不誠實行為，或任何蓄意行為引致損失，但受保於本保單特定章節者除外。

第 2 章：公眾責任

本公司將根據承保表有關此第 2 章的承保金額，向保戶賠償保戶因下列情況負上法律責任而須作出賠償的所有款項

1. 除保戶的合夥人、董事或僱員外對任何人士造成的身體損傷；
2. 意外引致第三者財物損失或損毀，但不包括：
   (1) 屬於保戶或由保戶以信託方式持有、由其保管或控制的財物；或
   (2) 在保險有效期內，於業務進行期間並在樓宇內發生的意外引致由保戶的僱員或代理人以信託方式持有、由其保管或控制的財物損失或損毀。此等情況須與業務有關，在樓宇及承保期內發生。

本公司亦將支付所有下述有關訴訟的法律費用及開支

1. 由索償人向保戶追討的開支；
2. 經本公司書面認可的開支。

倘保戶身亡本公司將根據本保單的條款及責任賠須給其合法代理人。但在任何情況下，其合法代理人須完全遵守如保戶一般履行保單所載條款，是為本公司在保單的任何責任的先決條件。

附加保障：

1. **海外商務訪問**
   賠償範圍延伸至適用於由保戶及其任何董事、合夥人或僱員因業務而間中需赴香港特別行政區境外進行商務訪問時造成第三者的身體損傷或財物損毀而需承擔的法律責任，惟保障範圍不適用於在海外進行體力勞動的工作，另保戶及其通常在香港特別行政區居住的任何董事、合夥人或僱員，須遵守、履行及服從本保單內的條款、限制及司法管轄權限條款。
2. **食物及飲品**
   本公司同意根據本保單載於賠償限額表的限額保障延伸至保戶就直接因食物或飲品中毒或食物或飲品中含有的有毒物質造成第三者的身體損傷或疾病而承擔的法律責任，惟該等食物及飲品乃由保戶提供及在樓宇內享用。
3. **租客責任**
   不論本保單是否含有任何相反條款，本公司同意在保單的條款、限制及條件規限下將保障範圍延伸至保戶作為租客就租用樓宇或傢俬、傢具之損失或損毀而向業主賠償的法律責任，惟此附加保障不適用於根據租賃關係或其他協議而承擔的責任，而若無該等協議則不會負有的任何責任。
4. **獨立承包商的責任**
   延伸至賠償保戶因自己擁有、佔用或管理的樓宇因改建及/或添置而產生或引致有關的第三者身體損傷或財物損毀而在法律上需要負責的所有款項，惟該等工程的每張合約總價值

不能超過本保單「賠償限額表」內於此項的最高賠償額。

雙方進一步同意，本公司概不就可自任何由保戶或其承包商所投保有效的第三者責任險或「工程全險」保單中的第三者責任一節可追討的任何索償承擔責任。

5. **社交、體育及福利活動**

延伸保障就因參與保戶於香港特別行政區內舉行之社交、體育及康樂組織之活動(不論是否為組織成員身份)而發生意外導致第三者身體損傷、財物損毀，使保戶須負上的法律責任。

但必須乎合以下情況：

(1) 這些組織及/或成員不能在任何其他保單獲取賠償；

(2) 這些組織及/或成員須完全遵守如保戶一般履行保單所載條款。

6. **廣告標誌或裝飾責任**

延伸至賠償因保戶的固定廣告標誌或裝飾或類似物品意外而引致第三者身體損傷或財物損毀而法律上需要負責的所有款項。

除非本保單的條款被更改，保單所載承保條款、除外條款、基本條款仍然適用。

賠償限額

本公司於第 2 章及其附加保障的最高賠償責任將不超逾承保表中有關此章所載的承保金額。倘任何一宗或一連串索償是由同一原因引致或產生，則不論根據本章節提出申索者數目多少，本公司在本章節下對保戶的責任，包括利息及本公司書面同意支付有關的法律費用及開支，於每次意外及整段保險期間的賠償限額，合共將不會超過承保表中有關此第 2 章規定的承保金額。

第 2 章的不受保項目：

本章規定，本公司不負責任何由以下直接或間接引致的責任：

1. 以下身體損傷或疾病：
   (1) 根據與保戶訂立的服務或學徒合約而受僱的任何人士，而該等身體損傷或疾病需因僱用關係且在僱用期間產生；
   (2) 根據僱員補償條例向保戶提出索償的任何人士或其受養的人士。
2. 因某項協議而產生的責任，而若無該等協議則不會負有的任何責任；
3. 由土地、建築物或任何其他財物的震動、拆卸、轉差或地面支撐力受影響而造成的身體損傷或損失或損毀；
4. 對保戶或其僱員或代表正在或已經著手做之工作繼續進行、重做或修飾而需支付的費用；
5. 因以下事項引致或與此有關或由此產生或可歸因於該等事項的索償：
   (1) 由保戶或其代表擁有、佔有或使用的：
      (a)任何由機械或電力驅動車輛或拖車，未領有牌照可於道路上使用，但在限定樓宇區域內使用、不受道路交通法例的強制性保險要求規限的車輛或拖車除外；
      (b)任何飛機或船艇。
   (2) 起重機、升降機、電梯、絞車或其他起重設備；
   (3) 鍋爐、其他壓力容器或器具的爆炸；
   (4) 由保戶出售及提供的任何貨品（或其容器），於本章節下根據第 2 條附加保障條款而提供的食品及飲品除外；
   (5) 任何種類的滲漏、沾污或污染；
6. 由分包商或在服務過程中作為及/或代表該等分包商行事的任何人士造成的身體損傷、損失或損毀；

7. 保戶或其合夥人、董事、僱員或代理人違反專業職責、服務建議或治療及分配任何藥品或藥物；
8. 罰款、罰則、懲罰性或懲戒性損毀；
9. 直接或間接因任何起初並非由香港的一個具有司法管轄權限的法院宣告或從該法院取得的判決而導致的責任；
10. 由下列情況的存在、操作、處理、製造、採礦、銷售、運輸、分發、儲存、使用、搬遷、校正、治療、處置或洩漏而直接或間接產生、引致或有關的任何責任：
    (1) 石棉或矽塵；
    (2) 石棉、石棉產品或任何含有石棉的產品。

第 3 章：業務中斷

若業務因根據本保單第 1 章的保障事項所造成的損失或損毀及已得本公司承諾責任而中斷，本公司將向保戶作出賠償，最高達承保表有關此第 3 章的承保金額中對該等中斷而需支付的額外經營費用所規定的賠償限額。

應付賠償額將是：

於額外經營費用：意指在賠償期內，保戶為避免或減少上述的營業差額而引致的必要及合理額外支出(受制於本節的條款 3)，支出數額不能超出毛利率與已避免減少的營業差額相乘之總額；

減去於賠償期內因業務受損毀導致停止或減少生產所省回的受保常務開支。

適用於第 3 章的定義：

1. **全年營業額：**在遭受損毀 12 個月前之營業額。
2. **賠償期：**自引致業務中斷的損毀發生之時開始，直至承保表內所載「賠償限額表」的期間為止，並在此期間，該損毀導致業績受損。
3. **受保常務開支：** 僱員的薪金、租金、董事費、法律和審計費、借貸利息、廣告、保險費、交通費、暖氣及照明設備、雜項(並不超出保戶指定的常務開支的 5%)。

附加保障：

1. **專業會計師費用**
   因應本公司要求，對調查及核證本保單「賠償限額表」內於此項的最高賠償額索償，所需的任何詳情、資料或證據(即保戶的會計賬目或其他業務賬目或文件或宣誓或合法的索償証明及相關事項內的資料)，而需支付的必要及合理的專業會計師及審計師費用。
2. **通道受阻**
   因鄰近樓宇的財物損失或損毀，阻礙樓宇或通道的使用而造成業務中斷而產生的額外經營費用，不論受保之樓宇或財物是否被損毀，惟本公司將不會受理有關每次業務中斷後首 48 小時內的任何索償。
3. **公共設施故障**
   因向保戶提供電力、氣體或水的發電站或配電站、氣體廠或水廠等公共設施故障，所引致的財物損失或損毀繼而引致的業務中斷而產生本章所保障的損失，惟本公司將不會受理有關每次故障後首 48 小時內的任何索償。

   但本公司將不會為政府或地方政府或能源機構為了保障生命或保護供應系統的任何部分

而作出的故意行動或沒執行任何行動或這些機構行使權力去扣壓或制約或者限制供應而導致的損失，不單一地由於被保災害導致公共設施系統或設備受損毀。

適用於第 3 章的條款

1. 若在賠償期內，保戶或其代表為着業務的利益在其他地方出售產品或提供服務，當中任何收入需納入賠償期的營業額內。
2. 若任何業務的常務開支不在本章的保障範圍內，在計算額外經營費用的應賠款項時，則只會將受保常務開支的總和所有常務開支的總和之百分比來按比例賠償。
3. 本章將不受理損毀後首 48 小時內阻礙進入樓宇的任何索償。

賠償責任限額

本公司於第 3 章及其附加保障的最高賠償責任將不超逾承保表中所載有關此第 3 章的承保金額。

第 3 章的不受保項目：

保障將自動停止

1. 當一旦業務清盤或永久停止經營或由破產管理人清盤人接管；或
2. 如保戶之利益終止(因身亡除外)；或
3. 如有任何於業務或在樓宇內或在樓宇內的財物有所改變而增加財物損毀的風險(本公司以書面認可者除外)；
4. 如業務中斷是由於保戶 、或任何保戶的僱員的不誠實或欺詐行動導致的；
5. 由電腦軟體、電腦病毒、惡意程式而導致的損失，
6. 由暴徙、罷工工人、參與勞工騷亂人士或民眾騷亂或懷有惡意人士蓄意造成的電腦系統或其他記錄程式或軟件的資料刪除、遺失或錯誤而直接或間接引致的業務運作中斷或受到干擾而導致的損失。

第 4 章：金錢損失

本公司將按照承保表有關此第 4 章的承保金額及根據載於本保單內「賠償限額表」的最高賠償額在香港特別行政區內發生的每次意外金錢損失向保戶作出賠償:

1. 劃線支票、劃線現金或郵政滙票、劃線銀行滙票及信用卡銷售存根
2. 除上述項目 1 以外
   (1) 在經營業務時間內存放於樓宇內的金錢
   (2) 在香港特別行政區內由保戶或授權僱員押運而在運送途中的金錢
   (3) 存放在銀行夜庫中的金錢
   (4) 在非經營業務時間，存放於樓宇內
       - 及存放於上鎖的夾萬或保險庫中的金錢
       - 但未有存放於上鎖的夾萬或保險庫中的金錢
   (5) 存放在董事、合夥人或授權僱員住所中的金錢

附加保障：

1. **夾萬或保險庫之損毀**
   對於與盜竊或意圖盜竊直接有關的夾萬或保險庫損失或損毀，倘未能根據本保單其他章節作出索償，本公司將對該等損失或損毀按照本保單「賠償限額表」內於此項的最高賠償額賠償。

2. **接獲偽鈔而導致的損失**
因接受偽鈔且不獲發鈔銀行兌換而導致的損失。該偽鈔必須是在正常的商品、金錢或服務交易中被接受。保障只限於港幣和/或人民幣紙幣，並將按照本保單「賠償限額表」內於此項的最高賠償額作出賠償。
除上述條款外，此項目進一步規定，
(1)任何損失必須報警及須經香港有關主管機關認證為偽鈔，及
(2)必須於發現收到這些偽鈔的 7 天內向本公司申報。

適用於第 4 章的保證條款：

保戶之保證：

1. 在非經營業務時間，保戶或其授權人必須自樓宇中遷走所有存放金錢的夾萬、保險箱及保險庫有關之鎖匙、組合匙、字母、號碼及密碼紀錄，並妥為保管；及
2. 保戶必須保留一份投保全部金錢之正確書面記錄，並准許本公司於任何合理時間內查閱。
3. 於經營業務業的任何時間當中，樓宇內不能沒有負責人員當值。

第 4 章的不受保項目：

1. 因錯誤或遺漏而引致的短欠，或不可歸因於特定事件的損失；
2. 由未有上鎖及/或無人看守的車輛造成的損失；
3. 任何損失沒有在意外發生後 14 天內通知本公司；
4. 除保戶或其僱員以外託付予之任何人士的金錢損失；
5. 在郵遞過程中造成的金錢損失；
6. 夾萬或保險庫被他人使用鎖匙或密碼打開而造成的損失，除非透過對任何人士使用暴力或暴力威脅而達致；
7. 貶值或充公而造成的損失；
8. 在特定保單或多份特定保單中更明確保障的損失；
9. 由少於 18 歲或超過 65 歲的僱員運送的金錢損失。
10. 由於任何保戶、合作夥伴、高級職員、僱員、董事、受託人或授權人因工作或以其他方式，不論是單獨進行或與他人勾結而作出任何欺詐、不誠實或犯罪行為所導致的損失。

第 5 章：人身意外

倘保戶或其任何一位合夥人、董事或僱員（年齡為 18 至 65 歲之間）在保戶的業務範圍內執行其職務期間，因發生搶劫、盜竊或意圖盜竊而遭受身體損傷，且該身體損傷在發生後連續 12 個月內獨立及直接導致死亡或完全及永久傷殘而不能從事任何職業或受僱，本公司將對該等人士(或其合法代理人)賠償承保表有關此第 5 章的承保金額並根據載於本保單內「賠償限額表」的最高賠償額作出賠償。

第 5 章的不受保項目：

不包括由以下原因引致的死亡、身體損傷的費用或成本開支：

1. 自殺或企圖自殺、故意令自己身處險境(試圖拯救人類生命除外)；
2. 投保前已存在身體上或精神上的缺陷、疾病或衰弱；
3. 酒精或藥物的反應或影響而直接導致意外，除非是根據認可醫生處方而服用的藥物；
4. 受保人失蹤。

第 6 章：僱員忠誠

如因保戶的僱員作出欺詐或不誠實行為直接引致保戶金錢損失，本公司將賠償承保表有關此第 6 章的承保金額。但必須符合以下情況：

1. 僱員欺詐或不誠實行為必須於保險期內發生；
2. 僱員欺詐或不誠實行為必須於保險期內發現或在保單到期日後 30 天內，或在僱員身亡日後 30 天內，在解僱或僱員合約終止時發現，以首先發生者為準；
3. 發現僱員欺詐或不誠實行為後，必須於 24 小時內報警；
4. 保戶須自行舉証僱員欺詐或不誠實行為直接引致其金錢損失。

第 7 章：僱員補償（此章節如載承保表內方可生效）

本公司將按照下列條款、除外責任及基本條款，賠償保戶對其任何僱員在受僱期間因工意外受傷或患病而須在僱員補償條例(該條例)或普通法下承擔之責任，包括索償人訴訟費及開支，但意外事件須在保險期內發生。

此外，本公司亦會支付所有其他經本公司書面同意之費用或開支。

遇有保戶在該條例下之責任有任何改變時，本保單本第 7 章仍然有效，但本公司只須負責保戶在其責任改變前所須付的數目，一如保戶之責任未有改變。

地域限制：香港特別行政區

延伸保障：

1. 海外商務訪問
   本節特此延伸為保單承表內指定的行政、管理或銷售類別之所有非體力勞動僱員，於外地臨時工作期間提供全球保障。此保障不適用於任何體力勞動、現場作業、安裝、維修、保養、建築、製造、裝載或卸載工作，但前提是保戶根據《僱員補償條例》負有法律責任。
2. 康樂、社交或體育活動
   保戶明白及同意，若受保僱員在參與由保戶或代表保戶組織的康樂、社交或體育活動期間，因意外導致體受傷或死亡，或感染疾病，該情況應被視為在僱傭期間因工引致，但前提是保戶根據《僱員補償條例》負有法律責任。
3. 午餐用膳時間
   保戶明白及同意，若保戶的任何僱員於用餐及午膳時間內留在保戶的處所期間受傷或死亡，應被視為在僱傭期間因工引致，但前提是受保公司根據《僱員補償條例》負有法律責任。
4. 惡劣天氣下工作
   若保單承保表內指定的任何僱員在惡劣天氣情況下返回工作地點，本保單所提供的保障特此延伸以賠償該僱員在居所直接前往工作地點途中、或由工作地點直接返回居所途中遭遇死亡或受傷，且就本保單而言，該死亡或受傷應被視為在僱員僱傭期間因工引致，惟前提是保戶根據《僱員補償條例》負有法律責任。
5. 在家工作
   經保戶及僱員雙方同意，若受保的任何僱員在在家工作期間受傷或死亡，應被視為在僱

傭期間因工引致，惟前提是保戶根據《僱員補償條例》負有法律責任。但亦須符合以下條件：

1. 在家工作協議乃由保戶與僱員雙方共同同意；及
2. 保戶必須確保並符合最低要求，即住宅處所為合適且安全的工作環境；及
3. 家庭辦公室可被視為工作地點；及
4. 保戶/僱員必須妥善保存記錄，其中須載明僱員的工作時數；及
5. 一般辦公室的健康與安全要求/規例同樣適用於在家工作者，且必須在任何時候均遵守該等相關的健康與安全規例/要求。

本保單之其他條款、條件及例外條款維持不變。

第 7 章適用的條款：

1. 若然根據該條例本公司須支付一筆在本保單本章下無須支付之數額，則保戶須向本公司歸還該數額。
2. 對於並非第一時間在香港特別行政區司法管轄及具有權威性之法庭內裁定或獲取之判決或由上述法庭因雙邊協議或其他原因加批在香港特別行政區地方以外所發之判決上而獲取之命令，本章提供之賠償概不適用。

第 7 章特別適用條款：

應收取的首次保費及所有續保保費以每個保險期保戶的僱員人數及保戶付予僱員的總收入釐定。每個僱員的姓名連同其收入須妥為記錄，於保險期內之保單屆滿日起一個月內，保戶須隨時允許本公司查看該等記錄，並向本公司提供僱員人數及已支付收入的確切賬目。倘僱員人數及所支付的收入與已支付保費的金額不一致，保費差額須按比例補付予本公司。

若據以釐定保費的已投保或聲明的僱員人數及總收入少於實際數目，則補償的數額將按比例減少。

第 7 章適用的恐怖活動條款

若因任何恐怖活動或因採取任何行動，以控制、預防或遏止恐怖活動，或以任何方式與任何恐佈活動有關而直接或間接導致或造成受保人因意外或疾病而受傷或死亡，不論有關意外或疾病所造成的身體受傷或死亡是否由其他原因或事件同時或以任何時序所引致：

1. 保單第 7 章的賠償上限將為本公司接獲香港特別行政區政府(「政府」)的實際款額，即根據政府與本公司在 2002 年 1 月 11 日訂立的融資協議條文，政府同意向本公司及其他獲授權在香港從事僱員賠償承保業務的其他直接保險公司作出的融資額，以便按僱員賠償保險保單，就恐怖活動事件所造成的死亡及受傷事故作出賠償(「融資協議」)；
2. 本公司只會於獲政府發出(a)批准通知書，確認本公司應作出有關賠償；及(b)收到政府根據融資協議所支付的賠款後，始須支付賠款；及
3. 為免生疑問，若本公司因任何原因而沒有接獲政府根據融資協議作出的款項，無論這是否因政府認為任何由意外或疾病所造成的身體受傷或死亡並不納入融資協議的賠償範圍之內，或因本公司違反融資協議，本公司並毋須作出有關賠償。

就上述而言，恐怖主義活動指任何人士或團體，不論單獨行事或代表或與任何組織或政府一併行事，所採取的一項行動，包括但不限於使用武力或暴力，或以作為威脅，以達到政治、宗教、意識形態或類似目的，包括意圖影響任何政府，以及令公眾人士或其任何部份感到惶恐。

倘若本公司聲稱基於除外責任不保障任何因意外或疾病而受傷或死亡，提出任何相反舉證的責任須由保戶承擔。

倘若此條款的任何部份被證實為失效或無法履行，其餘部份仍須保持全面生效及有效。

第 7 章的不受保項目：

本章規定，本公司不負責：

1. 保戶對其承建商僱員之責任；
2. 保戶因協議而產生之任何責任，而若無協議保戶則無需負上該等責任；
3. 因保戶與任何人士協議而不能向該等人士追償本可追討之任何數額；
4. 在受保地域以外由意外發生的身體損傷或疾病(另有訂明則除外)；
5. 不符 “僱員” 定義之任何人士；
6. 任何因肺塵埃沉著病，失聰引起之責任；
7. 按法例保戶有責任支付的逾期付款、附加費或罰款；
8. 自僱人士或獨資經營者的所有身體損傷；
9. 由下列情況的存在、處理、操作、製造、採礦、銷售、運輸、分發、儲存、使用、搬遷、復修、處置、棄置或洩漏而直接或間接產生、引致或有關的任何責任：
   (1) 石棉或矽塵；
   (2) 石棉、石棉產品或任何含有石棉的產品。

重要通知：僱員補償條例要求僱主須為<u>其所有</u>受聘於其業務下的僱員購買<u>至少限度</u>的勞工保險。保戶須確實此購買之保單合乎法例的規定。法例規定如更改僱員人數，將有可能購使保單須增加保障金額。若遇這等事故，保戶須即時向本公司諮詢。

第 8 章 – 樓宇（此章節如載承保表內方可生效）

本公司會按照本保單的條款，以付款、修理、回復受毀壞前之原狀或重置方式賠償建築物在保險期內因火警、閃電、或家用鍋爐及家用氣體燃料爆炸或任何於承保表內列出之附加險的意外損失或損毀。最高保障限額將按承保表有關此第 8 章承保金額所載賠付。

若承保金額未能反映當時的重置價值，賠付會在扣除損耗及折舊後按補償原則處理。

本公司將會賠償受保建築物因意外損失或損毀發生後的重建或維修的必須支出，當中包括建築師及測量員的(評估、計劃書、份量、投標書及監測)費用，選擇性地重建或維修損失或損毀的建築物部份除外。有關賠償將不包括與索償有關的準備費用。

本公司於此第 8 章的每一宗索償不得超過承保表內所列有關此第 8 章的承保金額。

自動恢復承保金額

依本保單本第 8 章提出之任何索償支付後，已賠項目之保額將以同等數目自動恢復，但保戶必須已在恢復日至本保單屆滿日止繳付適當之額外保費。

第 8 章的分攤條款 ：如建築物於意外損失或損毀時之價值高過承保表內第 8 章之最高賠償限額，保戶須按照不足額保險之比例分擔其損失。

第 8 章的不受保項目：

1. 本保單不承保以下直接或間接導致的損失或損毀：
   (1) 缺乏維修、建築不良的建築物；

（2） 滲漏造成的損失，但直接因颱風或暴風破壞建築物結構引致缺口而造成的滲漏除外；
（3） 磨損、撕裂、折舊、蛀蟲、蝕木蟲、甲蟲、其他昆蟲或害蟲；
（4） 真菌、濕氣、鐵銹、腐爛、腐蝕、氣候或大氣、逐漸退化；
（5） 電子或機械損壞、電器或電腦設備故障；
（6） 錯誤使用或違反製造商指引下使用物件，物件固有的缺陷或質料圖樣或規格設計錯誤；
（7） 由牲畜所造成的；
（8） 凹陷、碎裂、擦損；
（9） 變更或維修，包括移去結構支柱；
（10）山泥傾瀉、地陷、侵蝕；
（11）土地因泥土移動或地下水壓力、地基收縮或擴張導致的土地下沉或破裂；
（12）任何清潔、修改、回復、裝修、維修、或漂染過程。

2. 本保單不承保以下損失或損毀：
（1） 任何違法的建築物結構；
（2） 未得本公司書面同意下連續 60 日以上無人佔用的受保建築物，但因火災、電擊、雷擊、爆炸、地震、颱風、風暴、喉管爆裂或水災所引致除外；

第三部份 － 一般不承保項目 （適用於整份保單）

本公司將不須負責：

1. 因以下情況產生或透過以下情況出現或直接或間接由以下情況導致的任何意外、遺失、毀壞、支出、責任或身體傷害：
（1）戰爭、入侵、外敵行為、敵意行為或類似戰爭行動（無論是否已經宣戰）或內戰；
（2）叛變、暴動、軍事或民事反叛、起義、革命、軍事或篡奪、軍法或圍困狀態或任何上述事項或原因而導致宣布或實施戒嚴令或圍困狀態；
（在本公司指稱任何意外損失、毀壞、支出、責任或身體損傷因一般除外責任”項目 1”規定而不受保單保障之任何法律行動、訴訟或其他程序中，對該等意外、損失、毀壞、支出、責任或身體傷害乃在受保之列之舉證責任由保戶承擔)。
2. 有關樓宇在國家或地方，不論在法律上或事實上之政府或公職、市政或地區當局下令對受保財產之充公、強迫徵用、收回、毀壞或損毀而產生或因而產生或直接或間接導致的任何意外、損失、毀壞、支出、責任或身體傷害；
3. 因以下情況產生或透過以下情況出現或直接或間接由以下情況導致的任何意外、損失、毀壞、支出、責任或身體損傷：
（1） 核武器物質；
（2） 由任何核子燃料或由核子燃料因燃燒產生之任何核子廢物引致電離輻射或輻射污染，燃燒一詞須包括核子分裂之任何自發程序，但只在本一般除外責任 3(2)條內適用。
4. 任何類別的後果損失或毀壞；
5. 由任何不可解釋或神秘失蹤而造成的任何索償；
6. 因保戶故意疏忽直接或間接引起或因而產生的任何意外、損失、毀壞、支出、責任或身體損傷；
7. 並非第一時間由香港特別行政區具法律管轄權之法庭所頒布或自該等法庭所取得之判

決；及

8. 存放在地窖或地下室的存貨之損失或損毀，除非該存貨已存放在離地面不少於 4 吋的貨架上。

傳染病除外條款

（只適用於第 2 章 – 公眾責任）

本保單內所指的賠償並不適用於或包含由本公司收到投保人書面索償通知當日，確認任何人士在任何地方或環境下因「預防及控制疾病條例」(第 599 章)首頁所列的傳染病直接或間接引致的死亡或身體損傷而引致的責任。

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：

1. 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。
2. 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業務中斷損失。

恐怖主義除外責任批單（不適用於第二部份第 7 章 –僱員補償，"第 7 章內的恐怖襲擊條款"）

不論此保單內容及其任何批單當中含有任何相反條款，現特同意，此保障並不包括由恐怖主義活動直接或間接所導致、引起，或與之有關的任何性質損失、損壞、費用或支出，不論是否同時受任何其他原因或事件影響，或與該項損失以任何次序接續發生。

就此批單而言，恐怖主義活動指任何人士或團體，不論單獨行事或代表或與任何組織或政府一併行事，所採取的一項行動，包括但不限於使用武力或暴力，或以作為威脅，以達到政治、宗教、意識形態或類似目的，包括意圖影響任何政府，以及令公眾人士或其任何部份感到惶恐。

此批單亦排除為了控制、阻止、鎮壓，或以任何恐怖主義活動方式所採取的行動，而直接或間接所導致、引起，或與之有關的任何性質損失、損壞、費用或支出。

倘若本公司聲稱基於本除外責任，本保單不保障任何損失、損壞、費用或支出，提出任何相反舉證的責任須由保戶承擔。

倘若此批單的任何部份被證實為失效或無法履行，其餘部份仍須保持全面生效及有效。

恐怖主義涉及污染及爆炸品的除外責任條款

不論是否同時受任何其他原因或事件影響，此保單不包括任何因恐怖主義活動直接或間接產生的：

1. 生物或化學污染；
2. 導彈、炸彈、手榴彈、爆炸品；

而導致之損失、損壞或費用支出。

就此批單而言，恐怖主義活動指任何人士或團體，不論單獨行事或代表或與任何組織或政府一併行事，所採取的一項行動，包括但不限於使用武力或暴力，或以作為威脅，以達到政治、宗教、意識形態或類似目的，包括意圖影響任何政府，以及令公眾人士或其任何部份感到惶恐。

就“污染”而言指由於化學及/或生物物質的影響而導致的污染、毒害、或防礙及/或限制物品的使用。

倘若本公司聲稱基於本除外責任，本保單不保障任何損失、損壞、費用或支出，提出任何相反舉證的責任須由保戶承擔。

制裁限制及除外條款 (LMA3100)

本公司不得提供承保及支付任何賠款或提供任何利益給下述，依據聯合國決議有關制裁、禁令或限制之國家，或經歐盟、英國或美國所作貿易或經濟制裁、法律或規範之國家。

第四部份 – 終止保單

本保單可在下列情況隨時取消：

(1) 保戶可在任何一個週年期內要求終止保單。本公司將按照現行短期保費率扣除有效期間之保費如下：

已受保期（不超過）	退還保費
1 – 5 個月	50%
6 個月	40%
7 個月	30%
8 個月	20%
9 個月	10%
超過 10 個月	無

(2) 本公司可向保戶以書面發出 30 日通知以終止本保單。該通知將郵寄至保戶最後通知地址。在這情況下，本公司將按比例退回所有未經使用的保費。

第五部份 – 索償條件 (若個別部份/章節另有特別規定，須以該等條款為先，否則適用於整份保單)

1. 遇有發生任何事故導致根據本保單進行索償時，保戶：
   (1) 應以書面盡速通知本公司；
   (2) 若遇有盜竊或企圖盜竊事故、應盡速通知警方；
   (3) 應自費盡速向本公司提供書面詳情,在任何情況下不得遲於有關損失或毀壞發生後三十(30)天；
   (4) 若依第 2 章(公眾責任)或第 7 章(僱員補償)索償,則須送交本公司任何由保戶接獲或針對保戶而發出的告票、傳票或其他法律程序，並在本公司任何時間要求下自費提供所有必須資料及協助，以便本公司了結、拒賠任何索償或發起訴訟程序；

（5） 在未得本公司書面同意前，不應支付任何費用補救任何損失或毀壞、同樣在未得同意前，亦不得就任何索償進行商議、支付、了結、承認或否認責任；及

（6） 應自費向本公司提供所有由本公司合理要求的有關記錄、帳目、薄冊或文件或其他類似資料作調查或核證索償之用。

2. 本公司有權：

（1） 於發生任何在第 1 章(財物及設備)及/或第 4 章(金錢損失)下承保之任何損失或損毀時，進入發生該等損失或損毀之任何樓宇內帶走及保管受保之財物，並以合理方式處理獲救之財物，而本保單或任何經本公司證實之任何保單副本將足以證明本公司就該目的已獲批准和有權，但不能因而將任何財物遺棄予本公司；

（2） 以保戶名義及代表保戶承擔全面處理、控制及結束任何由第三者就本保單保障之任何責任，向保戶提出的訴訟；

（3） 就任何受本保單保障之事情，自費及為本身利益，但以保戶之名義，採取訴訟行動向任何第三者追回補償或取得賠償；及

（4） 在任何時間根據第 2 章(公眾責任)及第 7 章(僱員補償)之責任限額或可以解決索賠之較小數額付款給保戶，而在付款後放棄與本章有關之所有索償之處理及控制及不再負任何責任，惟在付款日前經本公司書面同意之索償或多項索償費用及支出則屬例外；

3. 如發生任何事件導致出現由本保單賠償之任何損失、損毀、支出或責任時，亦存在任何其他與該等損失、損毀、支出或責任或其任何部份有關之保險，本公司之責任將不超過按比例應分擔之責任；

4. 就本保單提出之索償如在任何方面有欺詐，保戶或任何保戶之代表利用任何欺詐手法或方式在本保單下取得任何利益，所有本保單之利益將予取消。

5. 根據本保單支付賠償時，任何未付保費將從該等賠償金額中扣除。

第六部份 – 一般條件：(若個別部份/章節另有特別規定，須以該等條款為先，否則適用於整份保單)

1. **解釋**

本保單應與其承保表、備忘錄及批單一併閱讀，而本保單、其承保表、備忘錄或批單任何部份內之任何字詞或字句如帶有特定解釋，在任何情況下出現都視作帶有此種解釋。

2. **失實陳述或欺詐**

保戶在投保書上作出任何失實陳述，或涉及任何索償的失實或欺詐陳述，將導致本公司免除本保單的賠償責任及保障。

3. **合理預防措施**

保戶須對以下事項有合理的預防：

(1) 保持樓宇環境安全；

(2) 必須書面記錄存貨及/或金錢之的所有最新資料；

(3) 防止遺失、損壞、意外及疾病；

(4) 避免招致責任；

(5) 履行律法或有關當局所定之義務及規例；及

(6) 挑選及監管稱職之僱員。

4. **仲裁**

所有因本保單而引起之歧見須根據仲裁條例(及不時之修訂)作出決定。若然雙方對委任一名仲裁人不能達成協議，則有關選擇需交由香港國際仲裁中心之主席作出決定，在這裏明確申明，取得仲裁裁決為任何有關本保單之訴訟權利或官司之先決條件。若然本公司對保戶人及/或僱員就任何依本保單提出之索償表示無須負責，而該索償又未在作出拒賠日後 12 個月內轉交仲裁，則無論如何，該索償將被視作已被放棄，而此後亦不得再追討。

5. **風險改變**

如有以下任何更改，本保單可被作廢：

(1) 保戶之樓宇或其內之財物，從而實質上增加遺失、損毀、責任、意外或受傷之風險；或

(2) 保戶之利益終止，除非透過法律行動。

除非此等風險改變已得本公司之書面同意

6. **保證**

保戶茲保證任何時間有關樓宇空置無人看管時，所有鎖、螺栓及其他裝嵌於樓宇內之保安裝置，包括任何本公司規定需要之裝置，都全面及有效運作。

7. **司法管轄權**

本保單須受香港特別行政區之司法管轄權約束，並根據香港特別行政區之法律解釋。

8. **向其他人士賠償**

倘若保戶去世，本公司於保戶所涉及的責任方面將向保戶之個人法律代表作出賠償，但該等代表必須如保戶一般，在所有適用情況下遵守本保單的條款。

9. **利息**

本保單支付的保障均不帶利息。

10. **償權轉移**

本公司根據本保單就任何索償作出賠償後，倘因此而有權向任何第三者追討、索償或可將償權轉移，保戶在本公司要求及付出所需費用之情況下，須合作及容許執行一切必須而合理之行動或事情（不論該等行動及事情是在本公司給予賠償前或後)，以協助本公司向該等第三者追討任何權利及補償，或索取補償或賠償。

11. **第三者權利條款**

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

12. **完整合約及修改**

本保單包括承保表、保險證、賠償限額表、批單、任何備忘錄、附錄與修訂（如有)，將構成各方之間的完整合約。除經本公司批准，並得批單和修訂本為證，否則本保單的任何修改均屬無效。本公司將保留對所有本保單作核保、修改條款及/或調整保費及最高賠償額的權利。

注意：儘管本文另有規定，當本保單被取消或更改時，本公司所收取之最低保費將由本公司決定。

收集個人資料聲明

您提供的資料，為中銀集團保險有限公司(“本公司”)提供保險業務所需，並可能使用於下列目的：

(1) 處理及審批您的保險申請或您將來提交的保險申請；
(2) 執行您保單的行政工作及提供與您保單相關的服務；
(3) 分析或調查、處理及支付您保單有關的索償；
(4) 發出繳交保費通知及向您收取保費及欠款；
(5) 任何與保險有關的產品或服務的任何更改、變更、取消或續期；
(6) 就以上用途聯絡您；
(7) 本公司行使任何代位權；
(8) 其它與上述用途有直接關係的附帶用途；及
(9) 遵循適用法律，條例及業內守則及指引。

本公司亦可因應上述用途將您的個人資料移轉予下列各方(不論在香港特別行政區境內或境外)：

(a) 就上述用途，向本公司提供行政、通訊、電腦、付款、保安及其它服務的第三方代理、承包商及顧問（包括：醫療服務供應商、緊急救援服務供應商、電話促銷商、郵寄及印刷服務商、資訊科技服務供應商及數據處理服務商)；
(b) 處理索賠個案的理賠師、理賠調查員及醫療顧問；
(c) 追討欠款的收數公司或索償代理；
(d) 保險資料服務公司及信貸資料服務公司；
(e) 再保公司及再保經紀；
(f) 您的保險經紀（若有)；
(g) 本公司的法律及專業業務顧問；
(h) 本公司的關連公司(以《公司條例》內的定義為準)；
(i) 現存或不時成立的任何保險公司協會或聯會或類同組織(「聯會」)及其會員，以達到任何上述或有關目的，或以便「聯會」執行其監管職能，或其他基於保險業或任何「聯會」會員的利益而不時在合理要求下賦予「聯會」的職能；
(j) 透過「聯會」移轉予任何「聯會」的會員，以達到任何上述或有關目的；
(k) 任何有關的公司，或任何其他從事與保險或再保險業務有關的公司，或與保險業務有關的中介人或索償或調查或其他服務提供者，以達到任何上述或有關目的；
(l) 任何負責處理保險相關投訴及/或爭議之行業或監管機構；及
(m) 法例要求或許可的政府機關。

您在此授權本公司可向「聯會」從保險業內收集的資料中查閱及/或核對您任何資料。

此外，經您同意，本公司可能會以其它方式使用及披露您的個人資料。

您有權查閱及要求更正由本公司持有有關您及/或受保人的個人資料。如有需要，可向本公司法律與合規部提出（電話：2867 0888，傳真：3906 9939)。

使用資料作直接促銷

在取得您的有關書面同意下(包括您不反對之表示)，本公司擬使用您的資料作直接促銷。本公司會遵從條例內有關直接促銷的規定。請注意以下：

(1) 本公司持有您的姓名、聯絡詳情、產品及服務組合信息及統計資料可不時被本公司用於直接促銷；
(2) 以下服務類別可作推廣：
   (i) 財務、保險及相關服務和產品；
   (ii) 獎賞、年資獎勵或優惠計劃及相關服務和產品；
   (iii) 本公司的聯名合作夥伴提供之服務和產品(有關服務和產品的申請表上會提供聯名合作夥伴的名稱(視屬何情況而定))；及
   (iv) 為慈善及或非牟利的目的之捐款及資助；
(3) 上述服務、產品及標的可由本公司及/或下述人士提供或(如涉及捐款及資助)募捐：
   (i) 本公司或中銀香港(控股)有限公司或其附屬公司之任何成員；
   (ii) 第三方獎賞、年資獎勵、聯名合作及優惠計劃供應商；
   (iii) 本公司及本集團之聯名合作夥伴(有關服務和產品的申請表上會提供聯名合作夥伴的名稱(視屬何情況而定))；及
   (iv) 慈善或非牟利組織；
(4) 除本公司推廣上述服務、產品及標的外，本公司同時擬提供列明於上述第(1)段之資料至上述第(3)段的所有或其中任何人士，該等人士藉以用於推廣上述服務、產品及標的，並本公司須為此目的取得您的同意(其中包您不反對之表示)；

若您不同意本公司使用或提供其資料予其他人士，藉以用於以上所述之直接促銷，您應通知本公司法律與合規部（電話：2867 0888, 傳真：3906 9939）以行使其不同意此安排的權利。

註：本中文保單譯本只供參考，如與英文保單原文有差異，概以英文版本為準。

賠 償 限 額 表

項目	承 保 範 圍	最 高 賠 償 額 （港幣$）
1.	**財物及設備** 每保險期內所有的損失或損毀	**按承保表所列保額**
	1.1 傢具、固定裝置及用具、設備、電器、電腦器材、機器、室內裝修 延伸保障受損電器更換為一級能源效益標籤的產品，而引致的額外升級費用每年將不超過 2,000	每項 100,000
	1.2 在香港境內使用的手提電腦意外損毀	每年 50,000（每項 7,000）
	1.3 存貨及一般商業樣本（若認為此項提供的保額不足，可於自選保障內自訂額外存貨保額）	每年 30,000
	1.4 因電腦系統記錄遺失或損毀所引致的重組費用	每宗事故$100,000（每項 10,000）
	1.5 任何文件、地圖、契據、影音帶、檔案等	每宗事故$25,000 （每項 5,000）
	1.6 保戶、董事、合夥人或僱員的個人物品及貴重物品	每宗事故$10,000（每人 5,000）
	1.7 藝術品及酒類	每年$20,000 （每項 5,000）
	1.8 由 11 月 1 日至 3 月 1 日，存貨保額季節性地自動免費提高	提升存貨保額 30%
	免費延伸保障：	
	A 樓宇的損毀	每宗事故 100,000
	B 臨時搬遷	每宗事故按「財物及設備」承保金額的 10%
	C 固定鏡子或玻璃的損毀	每宗事故 20,000
	D 清除殘餘物的費用	每年按「財物及設備」承保金額的 10%
	E 滅火設備費用	每年/每宗事故 50,000
	F 建築師、測量師及顧問工程師費	每宗事故$5,000
	G 合法改建、裝修或維修導致辦公室或店舖財物及存貨的損毀	每年按「財物及設備」保額 （有關工程每張合約的總金額不可超過 500,000）
	H 廣告標誌或裝飾損毀	每年 10,000（每宗事故 5,000）
	I 更換門鎖	每年 5,000
	J 存貨運送途中的損失或損毀	每年 50,000
	K 運送途中的文件的損失或損毀	每年 5,000
2.	公眾責任	**按承保表所列保額**
	免費額外保障：	
	A.海外商務訪問	每宗事故按「公眾責任」保額
	B.食物及飲品	每宗事故按「公眾責任」保額的 20%
	C.租客責任	每宗事故按「公眾責任」保額的 50%
	D.獨立承包商的責任	每宗事故按「公眾責任」保額(有關工程每張合約的總金額不可超過 500,000)
	E.社交、體育及福利活動	每宗事故按「公眾責任」保額
	F.廣告招牌責任	每年 1,000,000
3.	**業務中斷**（賠償期：12 個月）	**按承保表所列保額**
	免費延伸保障：	
	A. 專業會計師費用	每年 50,000
	B. 通道受阻(連續超過 48 小時)	每年按「業務中斷」保額
	C. 公共設施故障(連續超過 48 小時)	每年按「業務中斷」保額
4.	**金錢損失**	**按承保表所列保額**
	4.1 意外遺失劃線支票、劃線郵政匯票、劃線銀行匯票及信用卡銷售存根	
	4.2 除上項 4.1 以外，提供下列金錢損失保障：	
	A.於營業時間內，存放在樓宇	每宗事故 50,000 自選保額每宗事故上限至 100,000
	B.於營業時間內，在香港特別行政區內由保戶或授權僱員押運途中	同上
	C.在銀行夜庫中損失的金錢	同上
	D.於非營業時間，存放在樓宇內上鎖的夾萬或保險庫中	同上
	E.於非營業時間，存放在樓宇內但未有存放在上鎖的夾萬或保險庫中	每宗事故 5,000
	F.在直接運送往返董事、合夥人或授權僱員住所及樓宇途中	每宗事故 2,500

	免費額外保障：	
	A.夾萬之損毀	每宗事故 50,000
	B.因接獲偽鈔而導致的損失（只限港幣及人民幣貨幣）	每宗事故 15,000
5.	人身意外	按承保表所列保額
6.	僱員忠誠	按承保表所列保額

其他自選保障

項目	承保範圍	最高賠償額（港幣）
1.	僱員補償	按承保表所列保額
	免費延伸保障： A. 海外商務訪問； B. 社交活動； C. 員工用膳； D. 惡劣天氣； E. 在家工作。	
2.	樓宇(火險)	按承保表所列保額
3.	額外存貨保障	按承保表所列保額

註：

自負額

1. 「項目 1 - 財物及設備」及「項目 2 -公眾責任」

樓齡	自負額
45年以下	每宗索償(包括盜竊)首HK$1,000、因水災造成的損失則為首HK$3,000或損失總額的10%（以較高者為準）；
45-49年	每宗索償(包括盜竊)首HK$15,000、因水災造成的損失則為首HK$15,000或損失總額的15%（以較高者為準);
50-60年	每宗索償(包括盜竊)首HK$25,000、因水災造成的損失則為首HK$25,000或損失總額的25%（以較高者為準）；

2. 手提電腦：每項 HK$2,000.