



招商永隆保險
CMB WING LUNG INSURANCE

OFFICE COMPREHENSIVE PACKAGE POLICY

The Proposal Form, Declaration and information given by You shall be the basis of The Policy and You are obliged to pay the Premium stated in the Schedule as consideration for The Policy.

This Policy together with the attached Schedule and any endorsements subsequently issued shall be read as if they are one document and form the contract between You and **CMB Wing Lung Insurance Company Limited** (hereinafter called "The Company") and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout.

Now The Policy witnesseth that in consideration of the payment of the Premium specified in the Schedule, We hereby agree, subject to the terms, exclusions and conditions contained herein or endorsed hereon, to indemnify The Insured while carrying on The Business at the Premises specified in the Schedule to the extent and in the manner hereinafter provided in the respective Sections in respect of events hereinafter mentioned occurring during the Period of Insurance.

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

Please examine this Policy and the Schedule and, if they do not meet Your requirements or if any information is not correctly stated, kindly return this Policy and the Schedule at once to the office which issued them and ask for corrections to be made.

PART I - GENERAL DEFINITIONS

Certain words in The Policy have special meanings. These meanings are given below or defined at the beginning of the appropriate section. Whenever these words are used this is what they mean.

The Insured/You/Your	: means the person or persons or company or firm specified as such in the Schedule and no others.
The Company/We/Us	: means CMB Wing Lung Insurance Company Limited
Schedule	: means the Schedule which is attached to and forming an integral part of The Policy.
The Business	: means the usual work and activities carried on by The Insured pertaining to his business as specified in the Schedule and no others.
Business Premises	: means the premises occupied by You as an office at the Premises shown in the Schedule.
Employee	: means any person who is defined in The Ordinance as employee.
Money	: means cash, currency notes, bank notes, negotiable instruments, coins or postage stamps not forming part of a collection, cheques, postal or other money orders, travel tickets and luncheon vouchers, all pertaining to The Business and belonging to You or for which You are responsible.
Period of Insurance	: means the period specified in the Schedule (at Hong Kong time) for which We have agreed to accept and You have paid or agreed to pay the appropriate premium.
The Policy	: means this Office Comprehensive Package Policy, the Schedule and any memoranda and endorsements contained herein or endorsed hereon which shall be read together as one document and any word or expression to which a specific meaning has been assigned shall bear such meaning throughout.

PART II - GENERAL EXCLUSIONS (Applicable to Section 1 to 5)

The Policy does not cover any claim, death, bodily injury, loss, damage, liability, cost and expense whatsoever directly or indirectly caused by, contributed to by, arising from, happening through or in consequence of:

1. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war;
2. mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, 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;
3. acts of terrorism committed by any person or persons acting on behalf of or in connection with any organisation. For the purpose of this General Exclusion, terrorism means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear;
4. nuclear weapons material or ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; for the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission or fusion;
5. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
6. confiscation, nationalization, requisition or destruction of or damage to the property insured by or under the order of Government or local authority;
7. consequential loss or damage of any kind except as provided in Section 2;
8. any mysterious disappearance or unexplained loss;
9. any willful, malicious or deliberate act by The Insured or his partners, directors or Employees;
10. any judgments which are not in the first instance delivered by or obtained from a court of competent jurisdiction within Hong Kong.

If The Company has prima facie evidence that by reason of these General Exclusions, any claim, loss, damage, cost or expense is not covered by The Policy, the burden of proving the contrary shall be upon The Insured.

PART III - COVERAGE

SECTION 1 - OFFICE CONTENTS "ALL RISKS"

DEFINITIONS (Applicable to Section 1 and its Extensions)

- Sum Insured on Office Contents** : The amount of insurance shown in the Schedule. It represents the maximum amount The Company will pay under Section 1 of The Policy.
- Office Contents** : Property belonging to The Insured or for which he is responsible, all contained in the Business Premises including:
- (a) Trade samples and/or Stock in Trade (including stock held in trust)
 - (b) Furniture, fixtures, fittings, business machinery and equipment and all other contents including:
 - (i) Any telephone installation gas or electricity meter;
 - (ii) Business books but only for their value as stationery together with the cost of clerical labour expended in their reproduction, subject to an aggregate limit of 10% of the Sum Insured on Office Contents;

(iii) Landlord's fixtures and fittings, wallpapers, ceilings, panellings and the like, but only to the extent for which The Insured is liable to the landlord as tenant, and tenant's improvements.

but excluding motor vehicles and fitted accessories, livestock, bonds, bills of exchange, promissory notes, securities, medals, coins or stamps forming part of a collection, manuscripts, plans, patterns, models, moulds, designs, explosives, Money and antiques or property more specifically insured unless specially mentioned in the Schedule.

Personal Effects

- : Articles of personal use specifically designed to be worn or carried but excluding
- (a) Money (as defined above),
 - (b) spectacles and/or contact lenses, and
 - (c) hand-held mobile phones.

COVER

The Company will indemnify The Insured against any unforeseen sudden accidental physical loss of or damage to Office Contents whilst contained in the Business Premises unless the cause is specifically excluded PROVIDED THAT The Company's liability under this Section shall not exceed in respect of:

- 1. Any one item of machinery or equipment HK\$200,000
- 2. Computer systems' records 10% of the Sum Insured against this Section
- 3. Any one deed, document, card, tape, file or transparency HK\$5,000

(Provided cover in respect of property described under 2 and 3 above is limited to the value of materials together with the cost of clerical labour and computer time, if any, expended in reproducing such property as described excluding any expenses in connection with the production of information to be recorded therein, and not for the value to The Insured of the information, certification, contractual benefits or other value contained therein or attached thereto)

- 4. Any one bottle of wine/spirit HK\$1,000
- 5. Any one item or set of work of art HK\$10,000
- 6. Trade samples and/or Stock in Trade
 - any one item HK\$15,000
 - in total under The Policy 10% of the Sum Insured against this Section
- 7. All loss or damage in any one event the Sum Insured as specified against this Section in the Schedule

EXTENSIONS TO SECTION 1

1. Accidental Breakage of Glass

The Company will pay for accidental breakage of fixed glass panes at the Business Premises and for the reasonable cost of any temporary boarding-up necessarily rendered as a result of the breakage but not for the cost of lettering or decoration on the glass, provided that the liability of The Company shall not exceed HK\$20,000 for any one occurrence.

2. Loss of or Damage to Contents Temporarily Removed from the Business Premises

The Company will pay for loss of or damage to the Office Contents whilst temporarily removed from the Business Premises for cleaning, renovation, repair or other similar purposes, provided that the liability of The Company shall not exceed 15% of the Sum Insured on Office Contents under this Section in respect of any one occurrence.

3. Loss of or Damage to Documents in Transit

In respect of any document, deed, map, plan or record which is lost or damaged whilst in transit anywhere in Hong Kong, Macau and/or Guangdong Province, The Company will pay for the replacement cost of such documents but not their intrinsic value, provided that the liability of The Company shall not exceed HK\$5,000 for any one occurrence.

4. Alterations or Repairs

Loss of or damage to the Office Contents as insured shall not be prejudiced by any alteration, repair, decoration or maintenance works performed at the Business Premises, provided that the contract value of each such works shall not exceed HK\$200,000.

5. Damage to Business Premises

Damage to the Business Premises for which The Insured is responsible to repair following theft or attempted theft of Office Contents, involving forcible and violent means of entry into or exit from the Business Premises.

6. Removal of Debris

The costs of removing debris of the Office Contents following loss or damage insured by this Section, incurred with the consent of The Company, for an amount not exceeding 10% of the Sum Insured on Office Contents.

7. Personal Effects

Damage to Personal Effects belonging to The Insured and/or to his Employees at the Business Premises up to HK\$5,000 in respect of any one person and subject to an aggregate limit of 15% of the Sum Insured on Office Contents.

8. Fire Extinguishing Expenses

This Section extends to cover costs and expense reasonably and necessarily incurred in extinguishing any fire loss covered herein, provided that the liability of The Company shall not exceed HK\$20,000 for any one Period of Insurance.

9. Architects' and Surveyors' Fees

The Company will pay for architects', surveyors' and consulting engineers' fees necessarily incurred in the reinstatement of the property insured 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 Institute of British Architects and/or of the schedule 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, provided that the liability of The Company shall not exceed HK\$5,000 for any one Period of Insurance.

10. Replacement of Locks

The Company will pay for 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 Business Premises, up to HK\$5,000 for any one Period of Insurance.

11. Roller Shutter and Gate

The Company will pay for the sudden, unforeseen, unexpected and accidental physical damage to roller shutters and gate installed at the Business Premises for which The Insured is responsible, up to HK\$20,000 for any one Period of Insurance.

12. Business Sign Board

The Company will pay for the cost of replacement of damaged sign board installed at the lobby within the building of the Business Premises. The maximum amount The Company will pay in respect of any one Period of Insurance is HK\$2,000.

EXCLUSIONS (Applicable to Section 1 and its Extensions)

- (a) This Section does not cover loss or damage directly or indirectly caused by, contributed to by or arising from:
- (i) theft of stock unless accompanied by violence or threat of violence to persons, or forcible and violent entry into or exit from the Business Premises;
 - (ii) loss of or damage to any electrical plant or appliance directly caused by its own over-running short circuiting excessive pressure or self-heating but should fire extend to cause loss of or damage to any other part of the plant or appliance or other property insured such loss or damage is not excluded;
 - (iii) wear and tear, moths, vermin, insects, damp, rust, rot, corrosion, the action of light or atmosphere, or gradually operating causes;
 - (iv) electrical or mechanical breakdown, failure or derangement;
 - (v) any process of cleaning, repair or renovation, maintenance or dyeing;
 - (vi) misuse or use contrary to manufacturer's instructions of office appliances and equipment, inherent defect or faulty design in materials, plan or specification;
 - (vii) denting, chipping or scratching;
 - (viii) breakage of glass unless caused by fire, lightning or explosion or covered under the Extension 1 of this Section;

- (ix) infidelity or dishonest act by The Insured, his partners, directors and/or Employees;
- (x) any disappearance or shortage of stock revealed only at the time of stocktaking or the making of an inventory and is not identifiable with a specific occurrence insured against under the terms of Section 1;
- (xi) any shortage arising from error or omission on the part of The Insured, his partners, directors and/or Employees;
- (xii) consequential loss of any kind.
- (b) This Section does not cover:
 - (i) loss of Money as defined in the General Definitions;
 - (ii) loss of or damage to hand-held mobile phones from whatsoever cause.
- (c) The Company will not pay for the first HK\$1,000 of any claim under this Section and its Extensions.

CONDITIONS (Applicable to Section 1 and its Extensions)

- (a) **Pair and 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.
- (b) **Sum Insured and Basis of Settlement of Claims**
The Sum Insured on Stock in Trade shall represent the purchase value and the Sum Insured on other Office Contents shall represent the replacement cost, at the time of loss or damage. Otherwise claims will be paid on the basis of indemnity value, that is to say, after a deduction for wear and tear and depreciation, subject to Condition (d) hereunder.
- (c) **Automatic Reinstatement of Sum Insured**
In the event of loss or damage under this Section, the amount payable for such loss or damage shall be automatically reinstated from the time of the happening and The Insured shall pay an appropriate additional premium therefor, calculated pro-rata from the date of loss to the expiration of The Policy.
- (d) **Average**
If in the event of loss or damage the property hereby insured shall be collectively of greater value than the Sum Insured thereon, then The Insured shall be considered as being his own insurer for the difference, and bear a ratable proportion of the loss accordingly. Every item, if more than one, of The Policy shall be separately subject to this condition.

LIMIT OF INDEMNITY

The maximum liability of the Company under this Section during the Period of Insurance is the Limit of Indemnity shown on the Schedule and is inclusive of the above sub-limits on 'Extensions to Section 1' section.

SECTION 2 - BUSINESS INTERRUPTION

DEFINITIONS (Applicable to Section 2 and its Extension)

"Increase in Cost of Working" means:

The additional expenditure necessarily and reasonably incurred by The Insured during the Indemnity Period for the sole purpose of maintaining in the Indemnity Period a turnover of The Business not exceeding that of the corresponding period in the twelve (12) months immediately prior to the interruption.

"Indemnity Period" means:

The period beginning with the occurrence of the Damage and ending not later than twelve (12) calendar months specified in the Schedule thereafter during which the Increase in Cost of Working shall be incurred in consequence of the Damage.

"Denial of Access" means:

Access to the Business Premises is prohibited by order of the Government Authorities or Building Management because of damage to neighbouring property or failure of public utilities/supplies.

COVER

The Company will indemnify The Insured in respect of the Increase in Cost of Working caused by the interruption to The Business of The Insured resulting from

- (a) Loss of or damage to the Office Contents insured and payable under Section 1 of The Policy and/or
 - (b) Denial of Access for no less than 48 consecutive hours
- (such loss or damage termed as "the Damage" in this Section) during the Indemnity Period provided that The Company's liability under this Section shall not exceed HK\$500,000.

EXTENSION TO SECTION 2

Professional Accountants' Fees

The Company shall pay for the professional accountants' or auditors' charges necessarily and reasonably incurred by The Insured up to HK\$50,000 for producing and certifying details of any claim as required by The Company under this Section.

EXCLUSIONS (Applicable to Section 2 and its Extension)

- (a) The Company will not indemnify The Insured for any loss resulting from Denial of Access less than 48 consecutive hours.
- (b) The Company will not be liable under this Section if The Business be wound up or carried on by a liquidator or receiver or be permanently discontinued notwithstanding anything contained in General Condition 6 – Recipient to the contrary.

LIMIT OF INDEMNITY

The maximum liability of the Company under this Section during the Period of Insurance is the Limit of Indemnity shown on the Schedule and is inclusive of the above sub-limits on 'Extension to Section 2' section.

SECTION 3 - MONEY

DEFINITION (Applicable to Section 3)

"Business Hours" means the usual hours during which The Insured transacts business at the Business Premises and during which The Insured, any of his partners, directors or Employees normally entrusted with Money shall be actually in or on the Business Premises.

COVER

In the event of loss of Money anywhere in Hong Kong, The Company will indemnify The Insured against such loss up to the following limits in respect of:

- (1) any single incident of loss of Money (other than crossed cheques, crossed postal orders, crossed money orders and crossed bankers' drafts) whilst:
 - (i) in transit for the purpose of The Business and in the custody of The Insured, his partners, directors or Employees normally entrusted with Money HK\$50,000
 - (ii) on the Business Premises during Business Hours HK\$50,000
 - (iii) on the Business Premises out of Business Hours in locked safe(s) and/or strongroom HK\$50,000
 - (iv) on the Business Premises out of Business Hours in locked drawer(s) HK\$20,000
 - (v) on the Business Premises out of Business Hours not in a locked safe or strongroom or locked drawer HK\$5,000
 - (vi) in the bank night safes and thereafter within bank premises until at bank's risk HK\$50,000
- (2) Any single incident of loss of crossed cheques, crossed postal orders, crossed money orders and crossed banker's drafts HK\$500,000
- (3) Loss of or damage to safes and cash registers caused by any theft or attempted theft HK\$30,000

Provided always that when the Business Premises is left unattended the keys of any safes drawers and/or cash registers containing Money are not left in the Business Premises.

EXCLUSIONS (Applicable to Section 3)

The Company will not pay for:

- (a) any loss due to theft dishonesty or fraud on the part of The Insured, his partners, directors and/or Employees;
- (b) shortages due to clerical or accounting error and/or omission, depreciation in value or currency fluctuation;
- (c) any loss suffered as a result of a business transaction;
- (d) any loss from an unattended subject matter or vehicle;
- (e) loss or damage occurring outside Hong Kong;
- (f) loss of Money entrusted to any person other than The Insured, his partners, directors and/or Employees;
- (g) loss not reported to police within 24 hours of its occurrence and a police statement not obtained.

SECTION 4 - MALICIOUS ATTACK

COVER

The Company will pay the respective compensation amount stated in the Table of Benefits hereunder in the event that The Insured or any of his partners, directors or Employees whilst engaged in The Business sustains bodily injury caused by accidental violent external and visible means arising or resulting from malicious attack or attempt thereat by any person stealing or attempting to steal Money or Office Contents occurring in the Business Premises.

TABLE OF BENEFITS

If bodily injury as defined above occurs during the currency of The Policy and is the sole and direct cause of:

COMPENSATION AMOUNT

(A) Death within twelve (12) consecutive months from the date of the bodily injury	HK\$150,000
(B) Loss of limb (one or more limbs) and/or the total irrecoverable loss of sight of one or both eyes within twelve (12) consecutive months from the date of the bodily injury	HK\$150,000
(C) Permanent total disablement from engaging in or attending to any occupation or business	HK\$150,000

Provided always that

- (i) "Loss of limb" means total loss by physical separation at or above the wrist and/or ankle or Permanent Total Loss of Use of a limb. A limb refers to a hand or foot.
- (ii) "Total Loss of Use" means the total functional disablement and is treated like the total loss of the limb or organ.
- (iii) "Permanent" means lasting twelve (12) calendar months from the date of Accident and at the expiry of that period being beyond reasonable medical hope of improvement.
- (iv) No Benefit shall be payable for:
 - (a) more than one of the Benefit (A), (B) or (C) for any one person, and
 - (b) any subsequent injury caused to that person if one of such Benefits is payable.

SECTION 5 - PUBLIC LIABILITY

DEFINITION (Applicable to Section 5 and its Extensions)

"Geographical Area" means the territory of Hong Kong.

COVER

The Company will indemnify The Insured against all sums which The Insured shall become legally liable to pay as damages (excluding punitive exemplary or multiple damages) in respect of

- (a) accidental bodily injury (including death, disease or illness) to any third party
- (b) accidental loss of or damage to property belonging to third party (property shall mean tangible property)

happening on the Business Premises or within the Geographical Area during the Period of Insurance in connection with The Business of The Insured, subject always to the terms, exceptions, limits and conditions of this Section and of The Policy as a whole.

PROVIDED THAT the maximum liability of The Company for all damages payable to any claimant or any number of claimants in respect of or arising out of any one occurrence or in respect of or arising out of all occurrences of a series consequent on or attributable to one source of original cause shall not exceed the Limit of Liability specified in the Schedule.

In respect of any one claim for damages to which the indemnity expressed in The Policy applies The Company will, subject to the Limit of Liability, also indemnify The Insured against

- (a) all legal costs and expenses recovered by any claimant from The Insured; and
- (b) all costs and expenses incurred with the written consent of The Company.

PROVIDED THAT

- (a) The Company shall not be obliged to pay any claim or judgment or to defend any suit after the Limit of Liability has been exhausted by payment of judgments or settlements;
- (b) If a payment exceeding the Limit of Liability has to be made to dispose of a claim, The Company's liability to pay any legal costs and expenses in connection therewith shall be limited to such proportion of the legal costs and expenses as the Limit of Liability bears to the amount paid to dispose of the claim.

In the event of death of The Insured The Company will in respect of the liability incurred by The Insured indemnify The Insured's legal personal representatives in the terms of and subject to the limitations of The Policy provided that such legal personal representatives shall as though they were The Insured observe fulfill and be subject to the terms, exceptions, limits and conditions of this Section and of The Policy as a whole.

EXTENSIONS TO SECTION 5

1. Overseas Visits

The indemnity provided by this Section shall extend to include the legal liability of directors, partners and Employees of The Insured for third party bodily injury and/or third party property damage arising from the occasional visits outside Hong Kong in connection with The Business provided that such personnel are normally residing in Hong Kong and are of a non-manual work nature. **PROVIDED ALSO THAT** in respect of such personnel travelling outside Hong Kong, all legal costs and expenses are paid by The Company within the Limit of Liability shown in Schedule, not in addition to it. The maximum liability of The Company under this Extension shall not exceed the sum of HK\$5,000,000 for any one Period of Insurance.

2. Food and/or Drink Poisoning

The indemnity provided by this Section shall extend to include the legal liability for third party bodily injury directly caused by food and/or drink poisoning, or the presence of deleterious matter in such food and/or drink, or the defective container of such food and/or drink, provided always that such food and/or drink are supplied free of charge as a service to any person other than The Insured, The Insured's director, partner or Employee in the Business Premises. The maximum liability of The Company under this Extension shall not exceed the sum of HK\$2,000,000 for any one Period of Insurance.

3. Tenants Liability

This Section extends to indemnify The Insured against all sums which The Insured shall become legally liable to pay as compensation for claims made in respect of Insured's legal liability as tenants for damage to the Business Premises leased to and occupied by The Insured. This Extension shall not apply to any liability which attached by virtue of an agreement but which would not have attached in the absence of such agreement.

4. Independent Contractor's Liability

This Section extends to indemnify all sums which The Insured shall become legally liable to pay as compensation for bodily injury or damage to property arising out of or caused by or in connection with the alteration, repair, decoration or maintenance works carried out by an independent contractor at the Business Premises, provided that the contract value of each such alteration, repair, decoration or maintenance works does not exceed HK\$200,000.

It is further agreed that this Extension shall not be liable for any claim recoverable from any valid third party liability insurance or the third party liability section of any insurance held by The Insured.

5. Social and/or Welfare Club

This Section extends to indemnify The Insured and/or Insured's social or welfare clubs and/or any individual members of such clubs whilst undertaking activities within Hong Kong on behalf of such clubs (whether committee members or otherwise) for claims in respect of bodily injury or damage to property occurring as a result of an accident and happening in connection with The Business as welfare or social clubs. Provided that:

- (a) such clubs and/or members are not entitled to indemnify under any other policy of insurance, otherwise the indemnity granted herein will apply only in respect of an amount in excess of that provided by such other policy;
- (b) such clubs and/or members shall be though they were The Insured observe, fulfil and be subject to the terms, exceptions and conditions of this Section and of The Policy as a whole so far as they can apply.

The maximum liability of The Company under this Extension shall not exceed HK\$2,000,000 for any one Period of Insurance.

EXCLUSIONS (Applicable to Section 5 and its Extensions)

This Section does not cover liability in respect of:

1. bodily injury to:
 - (a) any person in the service of or under a contract of service or apprenticeship with The Insured if such bodily injury arises out of and in the course of his employment or service with The Insured;
 - (b) any self-employed person and/or sole-proprietor arising out and in the course of performance of the business or occupation or contract work of The Insured;
 - (c) any person by whom or by whose dependants any claim is brought against The Insured under any Employees' Compensation legislation.
2. loss of or damage to property:
 - (a) belonging to The Insured or held in trust by or in the custody or control of The Insured;
 - (b) held in trust by or in the custody or control of a person in the service of The Insured by virtue of such service.
3. expenditure incurred in doing or re-doing or making good any work which The Insured has contracted to do.
4. any agreement by The Insured to pay any sum by way of indemnity or otherwise unless such liability would have attached in the absence of such agreement.
5. loss of or damage to property caused by vibration removal or weakening of or interference with support to land buildings or any other property.
6. bodily injury loss or damage arising from the ownership possession or use by or on behalf of The Insured of:
 - (a) any mechanically propelled vehicle (including any type of machine wheels or caterpillar tracks) licensed for road use or for which compulsory insurance or security is required by any road traffic legislation or trailer attached thereto or the loading or unloading of such vehicle or trailer or the delivery or collections of goods in connection with such vehicle or trailer within the limits of any carriage or thoroughfare but this Exclusion shall not apply to injury loss or damage caused by or in connection with the loading or unloading of any vehicle or trailer except in so far as such loading or unloading is covered by a policy of Motor insurance;
 - (b) any vessel or craft (other than hand propelled boats) or the loading and unloading of such vessel or craft. The expression of vessel or craft shall include any vessel or craft or thing made or intended to float on or in or travel through water or air or space;
 - (c) any power-operated lift elevator crane hoist or other lifting tackle.
7. bodily injury loss or damage caused by or in connection with or resulting from the explosion of:
 - (a) any economiser owned or used by The Insured working in conjunction with a steam boiler;
 - (b) any boiler vessel or other apparatus owned or used by The Insured which is intended to operate under internal pressure due to steam.
8. bodily injury loss or damage caused by or through or in connection with remedial or professional or other advice or treatment (other than medical first aid treatment) given or administrated or omitted by The Insured.
9. bodily injury loss or damage caused by or through or in connection with any goods or any containers thereof sold or supplied by The Insured except food and/or drink supplied under the Extension No. 2 (Food and/or Drink Poisoning) of this Section.
10. Sub-contractors to The Insured or persons engaged in or upon the service of such sub-contractors.
11.
 - (a) bodily injury or property damage caused by or arising out of the discharge, dispersal, release or escape of pollutants into or upon land, the atmosphere, or any water course or body of water. Provided this Exclusion No. 11(a) does not apply if such discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place;
 - (b) any costs and expenses incurred in the prevention, removing, nullifying, or clean-up of such contamination or pollution. Provided this Exclusion No. 11(b) does not apply to clean-up, removal or nullifying expenses, which are consequent upon a sudden, identifiable, unexpected, unintended happening taking place in its entirety at a specific time and place which results in third party bodily injury or third party property damage.

Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste.
12. any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos in whatsoever form or quantity.
13. punitive damages and/or exemplary damages and/or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages.
14. fines, penalties or liquidated damages.
15. the first HK\$1,000 of any claim for loss of or damage to property belonging to third party.

LIMIT OF INDEMNITY

The maximum liability of the Company under this Section during the Period of Insurance is the Limit of Indemnity shown on the Schedule and is inclusive of the above sub-limits on 'Extensions to Section 5' section.

SECTION 6 – EMPLOYEES' COMPENSATION

(This Section is operative if it is so stated as shown in the Schedule of The Policy)

COVER

Now this Section witnesseth that if any Employee in The Insured's immediate employ as specified in the Schedule shall sustain bodily injury or death by Accident occurring or Disease contracted during the Period of Insurance within the Geographical Area and arising out of and in the course of his employment by The Insured in The Business, The Company will subject to Section Limit of Indemnity hereunder and to the terms exceptions and conditions contained in or endorsed on this Section (all of which are hereinafter collectively referred to as "the Terms of this Section") indemnify The Insured against his legal liability in respect of such bodily injury or death under The Ordinance and independently of The Ordinance to pay compensation and damages and claimant's costs and expenses and also indemnify The Insured against costs and expenses incurred by or on behalf of The Insured with The Company's written consent in connection therewith.

Provided that in the event of any change to The Ordinance during or subsequent to the Period of Insurance altering the liability of The Insured under The Ordinance, the liability of The Company under this Section shall be limited to such sums as The Company would have been liable to pay if The Ordinance had remained unaltered.

Further provided that:

- (a) the due observance and fulfilment of the Terms of this Section in so far as they relate to anything to be done or not to be done or to be complied with by The Insured; and
- (b) the truth of the statements and answers in the Proposal and Declaration and the Estimated Earnings Declaration and the Actual Earnings Declaration shall be conditions precedent to any liability of The Company to make payment or to provide indemnity under this Section.

The Company will also in the event of the death of The Insured indemnify The Insured's legal personal representatives pursuant to the Terms of this Section in respect of liability incurred by The Insured provided that such legal personal representatives shall as though they were The Insured observe fulfill and be subject to the Terms of this Section in as far as they can apply.

DEFINITIONS (Applicable to Section 6)

For the purposes of this Section:

- (a) "Accident" means an accident or a series of accidents arising out of one event.
- (b) "The Business" means the usual work and activities carried on by The Insured pertaining to his business as specified in the Schedule and no others.
- (c) "The Company's Indemnity" means indemnity provided under this Section including costs and expenses incurred by or on behalf of The Insured with The Company's written consent.
- (d) "Disease" means a disease contracted by an Employee of The Insured as a result of his exposure to the nature of his employment with The Insured. Such exposure may extend over a period of time and part of which period may fall outside the Period of Insurance under this Section.
- (e) "Earnings" means all gross wages, salaries, remunerations, commissions, bonuses, overtime, termination payments, allowances and the like directors' fees or other benefits whether at piecework rates or otherwise and whether paid in cash or in kind by The Insured to his Employees.
- (f) "Noise-Induced Deafness" has the same meaning as assigned to that expression in the Occupational Deafness (Compensation) Ordinance (Chapter 469 of the Laws of Hong Kong).
- (g) "The Ordinance" means the Employees' Compensation Ordinance (Chapter 282 of the Laws of Hong Kong).
- (h) "Pneumoconiosis" and "Mesothelioma" have the same meaning as assigned to those expressions in the Pneumoconiosis and Mesothelioma (Compensation) Ordinance (Chapter 360 of the Laws of Hong Kong).
- (i) "Proposal and Declaration" means any signed proposal form and declaration and any information supplied by or on behalf of The Insured in addition thereto or in substitution therefor.

Unless the context otherwise requires, words and expressions importing the masculine gender also include the feminine and neuter genders and words and expressions in the singular include the plural and words and expressions in the plural include the singular.

SECTION LIMIT OF INDEMNITY

- (a) In respect of any Accident or Disease giving rise to a claim or claims against The Insured for which indemnity is provided under this Section, The Company's Indemnity to The Insured shall in the aggregate be limited to the amount specified in the Schedule as "Section Limit of Indemnity" irrespective of the number of Employees who may sustain bodily injury or death consequent on or attributable to the same occurrence of Accident or Disease.
- (b) In relation to any liability of The Insured in respect of a Disease contracted by an Employee due to the nature of his employment with The Insured which nature of employment applies during a period that extends over more than one policy period of insurance:
 - (i) the aggregate of The Company's Indemnity to The Insured under all insurance policies shall not exceed the limit of indemnity of the insurance policy that was in force at the time the nature of the Employee's employment to which such Disease was due first affected the Employee; and
 - (ii) subject to the limitation of paragraph (b)(i) hereof, The Company's Indemnity to The Insured under this Section shall be limited to such proportion of The Insured's liability in respect of such Disease as that part of the Employee's period of employment falling within the Period of Insurance of this Section bears to the total period of his employment to the nature of which such Disease was due.
- (c) If the occurrence of any Accident or Disease results in indemnity hereunder to more than one Insured, the limitations of The Company's liability specified in paragraphs (a) and (b) hereof shall apply to the aggregate of indemnity to all Insureds.
- (d) At any time after the occurrence of any Accident or Disease giving rise to a claim or claims against The Insured for which indemnity is provided under this Section, The Company may pay to The Insured the full amount of The Company's liability specified in paragraph (a) or (b) hereof (after the deduction of any sums already paid) or any lesser amount for which such claim or claims can be settled and shall relinquish the conduct of any defence settlement or proceedings relating to such claim or claims and shall not thereafter be responsible for any compensation damages or costs in respect thereof or for any costs or expenses whatsoever incurred by The Insured after The Company shall have relinquished such conduct or for any loss damage or expenses caused to The Insured in consequence of any act or omission of The Company in connection therewith or of The Company relinquishing such conduct.
- (e) If there should be any shortfall in the actual Earnings declared in accordance with paragraph (b) of INSURANCE PREMIUM of this Section from the respective actual Earnings, the extent of The Company's Indemnity shall be reduced proportionately by the extent of under-insurance; and the balance shall be borne by The Insured himself. If no declaration of the actual Earnings by The Insured is received by The Company as prescribed, for the purpose of this clause the Earnings estimated by The Insured as at the commencement of the Period of Insurance shall be used in lieu of the actual Earnings that should have been declared to determine the extent of the under-insurance, if any, and the extent of The Company's Indemnity shall be reduced proportionately by the extent of under-insurance.
- (f) For the purposes of this Section, wherever the words "Section Limit of Liability" or "Policy Limit of Indemnity" appear in the policy wordings of this Section that "Section Limit of Indemnity" be read in lieu thereof.

EXCLUSIONS (Applicable to Section 6)

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

- (a) The Insured's liability to employees of contractors to The Insured;
- (b) any liability of The Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- (c) any sum which The Insured would have been entitled to recover from any party but for an agreement between The Insured and such party;
- (d) any liability arising from Pneumoconiosis or Mesothelioma or Noise-Induced Deafness;
- (e) The Insured's liability to any person who is not an Employee of The Insured within the meaning of The Ordinance;
- (f) any late payment surcharge fines penalties or punitive aggravated or exemplary damages for which The Insured may become liable under The Ordinance or independently of The Ordinance;
- (g) any injury by Accident or Disease attributable to war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war mutiny rebellion revolution insurrection or military or usurped power;
- (h) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - (i) nuclear weapons material;
 - (ii) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this Exception combustion shall include any self-sustaining process of nuclear fission;
- (i) any injury by Accident or Disease where The Company has not been given sufficient notice of the institution of proceedings in a court or tribunal to enable The Company to be added as a party to the proceedings.
- (j) The Insured's liability to any Employee who has not been specified in the Schedule.

CONDITIONS (Applicable to Section 6)

(1) AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

If The Company is obliged by The Ordinance to pay an amount for which The Company would not otherwise be liable under this Section The Insured shall forthwith repay such amount to The Company.

(2) INSURANCE PREMIUM

- (a) Prior to the commencement of the Period of Insurance, The Insured shall supply The Company with a declaration estimating the Earnings of the Employees to be covered by this Section (whose particulars have now been specified in the Schedule) during the Period of Insurance (which declaration is referred to herein as "the Estimated Earnings Declaration") on the basis of which a deposit premium becomes payable to The Company.
- (b) The Insured shall within ninety (90) days after the expiry of the Period of Insurance or upon cancellation of this Section supply The Company with a completed Premium Adjustment and Declaration of Earnings Form stating the actual Earnings of Employees covered by this Section (whose particulars have now been specified in the Schedule) and provide the relevant supporting documents during the Period of Insurance (which declaration is referred to herein as "the Actual Earnings Declaration"). If the actual Earnings shall differ from the estimated Earnings the difference in premium shall be met by a further proportionate adjustment premium to be paid to The Company or by a premium refund to The Insured as the case may be.

- (c) It is hereby declared that the Premium payable by The Insured in consideration of the indemnity provided under this Section of The Policy is the sum of the deposit premium and the adjustment premium calculated pursuant to paragraphs (a) and (b) hereof.
- (d) The name, Hong Kong Identity Card number, class of employment and Earnings of every Employee of The Insured covered by this Section (whose particulars have now been specified in the Schedule) from time to time during the Period of Insurance shall be properly recorded by The Insured and retained in a safe place so that a record exists of all Employees covered by this Section and The Insured shall at all reasonable times allow The Company to inspect and obtain copies of such records.
- (e) If The Insured fails to cooperate with The Company in submitting the completed Premium Adjustment and Declaration of Earnings Form, without prejudice to any other rights of The Company, The Company shall retain the discretion not to renew this insurance upon expiry of The Policy.

CLAIMS SETTLEMENT CONDITIONS (Applicable to Section 6)

- (a) **Claims Notification Demands etc.**
In the event of any occurrence which may give rise to a claim under this Section The Insured shall immediately give notice thereof in writing to The Company with full particulars.
The Insured shall also give The Company notice in writing immediately The Insured becomes aware of any intention to prosecute The Insured any impending prosecution inquest or fatal inquiry in connection with any occurrence which may give rise to a claim under this Section. Every letter claim writ summons and process shall be forwarded to The Company immediately on receipt.
- (b) **Claims Control by The Company**
The Company shall be entitled upon notice to The Insured to take over and conduct in The Insured's name the defence or settlement of any claim demand or proceedings against The Insured. In that event:
 - (i) The Insured shall provide all such information and assistance including the latest earnings of all Employees duly certified as being correct by an independent auditor and forward all such documents and other records to The Company for the conduct of such claim demand or proceedings as The Company in its discretion may from time to time require; and
 - (ii) The Insured shall not without the written consent of The Company incur any expenditure in connection with any such claim demand or proceedings or make any payment admission offer or enter into any settlement whatsoever.
- (c) **Claims Payments by The Insured**
Where The Insured pays all or any part of a claim for which he is liable and for which indemnity is provided by this Section The Insured shall obtain duly witnessed signed receipts for such payments and shall retain in a safe place all such signed receipts and records and documents relating to such payments and The Insured shall at all reasonable times allow The Company to inspect and obtain copies of such records and documents.
- (d) **Other Insurance**
If at the time a claim is made by The Insured under this Section there is any other insurance covering the same liability The Company shall not be liable to pay or contribute more than its ratable proportion of any such claim and costs and expenses in connection therewith.
- (e) **Waiver of Claims**
The Insured shall not become a party to any agreement the effect of which is that The Insured waives any claim which The Insured would otherwise have against any person in respect of or arising out of any occurrence resulting in liability on the part of The Insured for which indemnity is provided by this Section or whereby any such claim is limited or qualified in any way.

PART IV - GENERAL CONDITIONS (Applicable to the whole Policy)

1. **Due Observance**
The due observance and fulfillment of all the terms and conditions of The Policy in so far as they relate to anything to be done or not to be done or to be complied with by The Insured shall be conditions precedent to any liability of The Company to make payment or to provide indemnity under The Policy.
2. **Duty of Care**
The Insured shall act in a prudent manner and exercise reasonable precautions to:
 - (a) prevent accidents, loss or damage
 - (b) maintain in good condition and good repair to the insured property
3. **Misrepresentation/Fraud**
If the Proposal Form and/or Declaration of the proposer or The Insured are untrue in any respect or if any material fact affecting the risk be incorrectly stated therein or omitted therefrom or if The Policy or any renewal thereof shall have been obtained through any misstatement misrepresentation or suppression then The Policy shall be void and no claim shall be payable by The Company.

If any claim under The Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used to obtain benefits or indemnity under The Policy, The Company shall have no liability to make any payment in respect of such claim.

4. **Cancellation of Policy**
The Policy may be cancelled
 - (i) at the request of The Insured at any time, in which case The Company will retain the customary short period rates (as set below) for the time The Policy has been in force subject to a minimum premium,
Short Period Rates:

Period Insured		Premium Charge
Exceeding	Not Exceeding	
–	1 month	10% of the Annual Premium
1 month	2 months	20% of the Annual Premium
2 months	3 months	30% of the Annual Premium
3 months	4 months	40% of the Annual Premium
4 months	5 months	50% of the Annual Premium
5 months	6 months	60% of the Annual Premium
6 months	7 months	70% of the Annual Premium
7 months	8 months	80% of the Annual Premium
8 months	9 months	90% of the Annual Premium
9 months	–	Full Annual Premium
 - (ii) at the option of The Company by seven (7) days' notice to that effect being given in writing to The Insured at his last known address, in which case The Company shall be liable to repay on demand a pro rata portion of the premium for the unexpired term of the Period of Insurance from the date of cancellation.
5. **Change In Risk**
If a change of circumstances after the commencement of the insurance increases the risk of loss injury or damage or The Insured's interest ceases except by will or operation of law The Policy will be voidable unless The Company has agreed in writing to accept such alteration.
6. **Recipient**
In the event of the death of The Insured The Company will indemnify The Insured's legal personal representatives in respect of liability previously incurred by The Insured provided that such representatives shall as though they were The Insured observe and fulfill the terms of The Policy.

7. Legal Requirements Condition

The Insured shall duly comply with and observe all provisions requirements and regulations of

- (i) Fire Services Department
- and/or (ii) Labour Department
- and/or (iii) Dangerous Goods Ordinance
- and/or (iv) Factories and Industrial Undertakings Ordinance
- and/or (v) 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 hereby insured except only that this Condition shall not apply in respect of any Ordinance Regulation Notice or Requirement expressly waived by The Company by endorsement on The Policy.

8. Claims Conditions (applicable to the whole Policy unless otherwise specifically stated in the respective Section where such conditions shall apply and prevail)

- (a) Upon learning of any circumstances likely to give rise to a claim, The Insured shall
 - (i) give immediate notice to The Company and give all assistance that The Company may reasonably require;
 - (ii) notify the police immediately in respect of any loss or damage by burglary or theft or any attempt thereat or by riot, civil commotion, strikers, locked-out workers persons taking part in labour disturbances and malicious persons;
 - (iii) send to The Company immediately upon receipt of any correspondence, writ, summons or legal proceedings issued against The Insured;
 - (iv) supply at his own expense full details of the claim in writing together with any supporting evidence that may be required by The Company within 30 days from the date of occurrence;
 - (v) take immediate action to minimize the loss or damage and to avoid interruption or interference with The Business and to prevent further loss, damage or injury.
- (b) The Company may at its option settle a claim by:
 - (i) cash payment or
 - (ii) reinstatement or replacement of the property lost or damaged or
 - (iii) repair of the property damaged.If The Company decides to reinstate, replace or repair any property it shall not be bound to reinstate or replace exactly or completely but only as circumstances permit and in reasonably sufficient manner.
- (c) The Company shall not in any case be bound to expend in respect of any one of the items insured more than the Sum Insured thereon.
- (d) The Company shall have the right to enter the premises where the loss or damage has occurred and to take and keep possession of any of the property insured. All benefits under The Policy shall be forfeited if this condition is not observed.
- (e) The Company has the right to the salvage of any insured property which is the subject of the claim.
- (f) No admission of liability or offer or promise or payment shall be made without The Company's written consent.
- (g) The Company shall be entitled at its discretion to take over and control in the name of The Insured the defence or settlement of any claim and to prosecute at its own expense and for its own benefit any claim for indemnity or damages against any persons and The Insured shall give all information and assistance required.

9. Other Insurance

If at the time of any claim there is any other insurance covering the same property and/or occurrences insured by The Policy, the liability of The Company shall be limited to its ratable proportion of such claim.

If any other such insurance has a provision preventing it from contribution in like manner then the liability of The Company shall be limited to the proportion that the Sum Insured bears to the value of the property insured.

10. Arbitration

All differences arising out of The Policy shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance as amended from time to time. If the parties fail to agree upon the choice of arbitrator, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon The Policy that an arbitration award shall be first obtained. If The Company shall disclaim liability to The Insured for any claim hereunder and such claim shall not within twelve (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 thereafter be recoverable hereunder.

11. Subrogation

The Company shall be entitled at its sole discretion to prosecute in the name of The Insured any claim for damages, costs, indemnity, contribution or otherwise against any person who may be liable to The Insured in respect of any liability on the part of The Insured for which indemnity is provided by The Policy and shall have full discretion in the conduct of any such proceedings and in the settlement of any such claim. The Insured shall give all such information and assistance as The Company may from time to time require and execute any necessary documents for the purpose of vesting such rights in The Company. Any moneys recovered pursuant to the exercise of such rights shall be applied firstly for the benefit of The Company to the extent of the amount paid by The Company in respect of any claim including any costs and expenses paid or incurred by The Company and costs and expenses incurred in prosecuting such recovery action.

12. Contracts (Rights of Third Parties) Ordinance

Any person or entity who is not a party to The 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 The Policy.

13. Jurisdiction Clause

The Company shall not be liable under The Policy in respect of judgments against The Insured which are not in the first instance delivered by or obtained from a court of competent jurisdiction in Hong Kong.

14. Governing Law

The Policy shall be governed by and construed in accordance with the laws of Hong Kong. Any dispute or difference that arises under The Policy shall be settled in accordance with the laws of Hong Kong and in the exclusive jurisdiction of Hong Kong.

招商永隆保險有限公司
CMB Wing Lung Insurance Company Limited

招商永隆銀行有限公司全資附屬公司
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