

# Fire Insurance Policy



Please read this Policy carefully upon receipt and promptly request for any necessary amendments. If you would like a copy of this Policy in large print, please contact our Customer Care Centre at +852 2968 2288.

In consideration of the Insured named in the Schedule hereto paying to the Insurers named in the Schedule the Premium mentioned in the Schedule:

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

Provided that the liability of the Insurers shall in no case exceed:

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

## Exceptions

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

- Damage occasioned by or through or in consequence of, directly or indirectly, any of the following:
  - fire or explosion resulting from earthquake, volcanic eruption or other convulsion of nature;
  - the Property Insured's own spontaneous fermentation or heating;
  - the Property Insured undergoing any process involving the application of heat;
  - burning whether accidental or otherwise of forests, bush, prairie, pampas or jungle, and the clearing of lands by fire;
  - the burning of property by order of any public authority;
  - riot, civil commotion, strikers or locked-out workers;
  - (i) any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
  - any action in controlling, preventing, suppressing, retaliating against or responding to any such act of terrorism.

For the purpose of this exclusion, an act of terrorism includes any act, preparation or threat of action 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) de jure or de facto committed for political, religious, ideological, or similar purposes including the intention to influence any government de jure or de facto of any nation or any political division thereof and/or to intimidate the public or any section of the public of any nation and which:

- involves violence against one or more persons; or
- involves damage to property; or
- endangers life other than that of the person committing the action; or
- creates a risk to the health or safety of the public or a section of the public; or
- is designed to interfere with or disrupt an electronic system.

In any action, suit or other proceedings where the Insurers allege that by reason of the provisions of this condition any loss or damage is not covered by this Policy the burden of proving that such loss or damage is covered shall be upon the Insured.

- war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war;
  - mutiny, military or popular uprising, 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;
  - any nuclear weapons, materials, components, waste or fuel;
  - ionizing, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, solely for the purpose of this exception combustion shall include any self-sustaining process of nuclear fission;
  - the radioactive, toxic or explosive or other hazardous properties of any explosive nuclear assembly or component;
  - the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter;
  - pollution or contamination not resulting from an insured peril;
  - theft during or after the occurrence of a fire;
  - explosion other than of boilers or gas used for domestic purposes only.
- Damage to any electrical machine, apparatus, or any portion of the electrical installation arising from or occasioned by its own over-running, excessive pressure, short circuiting, self-heating, arcing or leakage of electricity arising from whatever cause (lightning included);
  - Damage to property which at the time of the happening of such Damage is insured by, or would but for the existence of this Policy, be insured by any marine policy or policies, except in respect of any excess beyond the amount which would have been payable under such marine policy or policies had this Policy not been effected;
  - Goods held in trust or on commission, bullion, unset precious stones, works of art, manuscripts, plans, drawings or designs, patterns, models, moulds, securities, obligations, documents, stamps, coined or paper money, cheques, books of accounts, business books, computer systems records, explosives;
  - Consequential loss or damage of any kind or description.
  - Loss destruction or damage or expenses caused by or arising directly or indirectly from any Software Loss except:
      - software Loss resulting solely from direct physical loss of or direct physical damage to the equipment, hardware, media or device on which the programme, computer software or operating systems, programming instructions, or data are transported, processed or contained; or
      - direct physical loss or direct physical damage to tangible property by Fire or Explosion that results from a Software Loss. For the purposes of this endorsement, electronic data, programme(s), computer software or operating system(s), programming instruction(s) and data are not tangible property.
    - Software Loss means loss of or damage to any programme(s), computer software or operating system(s), programming instruction(s) or data arising out of or resulting from any

failure, malfunction, deficiency, deletion, fault, Virus, deletion or corruption or any loss of use, reduction in functionality, cost, expense or liability resulting therefrom.

Software Loss includes, but is not limited to, loss or damage resulting from any authorized or unauthorized access in, or to any computer, communication system, file server, networking equipment, computer system, computer hardware, data processing equipment, computer memory, microchip, microprocessor (computer chip), integrated circuit or similar device in computer equipment, any program, computer software or operating systems, programming instructions or data.

- Virus means software, data or code that affects the operation or functionality of any computer, communication system, file server, networking equipment, computer system, computer hardware, data processing equipment, computer memory, microchip, microprocessor (computer chip), integrated circuit or similar device in computer equipment, program, computer software or operating systems, programming instructions or data including, but not limited to, any destructive program, computer code, computer virus, worm, logic bomb, denial of service attack, smurf attack, vandalism, Trojan Horse or any other data introduced into any electronic system causing deletion, destruction, degradation, corruption, malfunction or compromise of or to data, software or electronic business systems.

## Conditions

### (1) Identification

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

### (2) Misrepresentation

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

### (3) Reasonable precautions

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

### (4) Alterations and removals

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

- if the trade or manufacture carried on by the Insured be altered, or if any circumstances affecting the Situation insured be changed in such a way as to increase the risk of Damage by any of the Insured Perils;
- if the Situation insured becomes unoccupied and so remains for a period of more than 30 days;
- if the Property Insured is removed from the Situation insured;
- if the interest in the Property Insured passes from the Insured otherwise than by will or operation of law.

### (5) Cancellation

This Policy may be cancelled at any time:

- by the Insured on notice to that effect being given in writing to the Insurers, in which case the Insurers will retain the customary short period rate for the time the Policy has been in force;

Short period rate

Period insured	
Not exceeding	
1 month	10% of the annual rate
2 months	20% of the annual rate
3 months	30% of the annual rate
4 months	40% of the annual rate
5 months	50% of the annual rate
6 months	60% of the annual rate
7 months	70% of the annual rate
8 months	80% of the annual rate
9 months	85% of the annual rate
10 months	90% of the annual rate
11 months	95% of the annual rate
12 months	Full annual rate

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

### (6) Warranties

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

### (7) Claims (action by the Insured)

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

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

(ii) any matter touching the liability or the amount of liability of the Insurers; as may be reasonably required by the Insurers together with a declaration on oath or in other legal form of the truth of the claim and any matters connected therewith.

**(8) Forfeiture of benefits**

All benefits under this Policy shall be forfeited:

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

**(9) Possession rights**

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

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

**(10) Option to reinstate**

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

If the Insurers so elect to repair or replace any property, the Insured shall at his own expense furnish the Insurers with such plans specifications measurements quantities and such other particulars as the Insurers may require, and no acts done or caused to be done by the Insurers with a view to repair or replace shall be deemed an election by the Insurers to repair or replace. If in any case the Insurers shall be unable to repair or replace the Property Insured because of any law or regulations in force affecting the alignment of streets or the construction of buildings, or otherwise, the Insurers shall in every such case, only be liable to pay such sums as would be required to repair or replace such Property if the same could lawfully be repaired to its former condition.

**(11) Average (underinsurance)**

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

**(12) Contribution**

If at the time of Damage there be any other insurance effected by or on behalf of the Insured covering any of the Property Damaged, the liability of the Insurers hereunder shall be limited to their rateable proportion of such Damage. If any such other insurance is expressed to cover any of the Property Insured, but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably to the Damage, the liability of the Insurers hereunder shall be limited to such proportion of the Damage as the Sum hereby insured bears to the value of the Property.

**(13) Subrogation**

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

**(14) Alternative Dispute Resolution**

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

**(15) Rights of Third Parties**

Other than the insured/policyholder or the insured persons or as expressly provided to the contrary, a person who is not a party to this Policy has no right to enforce or to enjoy the benefit of any term of this Policy. Any legislation in relation to third parties' rights in a contract shall not be applicable to this Policy. Notwithstanding any terms of this Policy, the consent of any third party is not required for any variation (including any release or compromise of any liability under) or termination of this Policy.

**(16) Statement of purpose for collection of personal data**

All personal data collected and held by us will be used in accordance with our privacy policy, as notified to the insured person from time to time and available at this website: <https://www.zurich.com.hk/en/services/privacy>

The insured person shall, and shall procure all other insured person covered under the Policy to, authorize us to use and transfer data (within or outside Hong Kong), including sensitive personal data as defined in the Personal Data (Privacy) Ordinance (Cap.486), Laws of Hong Kong, for the obligatory purposes as set out in our privacy policy as applicable from time to time.

When information about a third party is provided by the insured person to us, the insured person warrant that proper consents from the relevant data subjects have been obtained before the personal data are provided to us, enabling us to assess, process, issue and administer this Policy, including without limitation, conducting any due diligence, compliance and sanction checks on such data subjects.

**(17) Governing law and jurisdiction**

This Policy is subject to the exclusive jurisdiction of the Hong Kong Special Administrative Region and is to be construed according to the laws of the Hong Kong Special Administrative Region.

**Extra Perils Endorsement**

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

**EP01A - Aircraft**

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

**EP02A - Bush fire**

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

**EP03B - Earthquake (fire shock & flood)**

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

- (a) the first HKD3,000 of each and every loss as ascertained after the application of any condition of average and occurring within each and every separate period of 72 consecutive hours during the currency of this Policy;
- (b) metal smoke stacks, awnings, blinds, signs or other outdoor fixtures and fittings unless specifically insured.

**EP04A - Explosion**

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

- (i) Damage to boilers, economizers or other vessels, machinery or apparatus in which pressure is used, or Damage to their contents resulting from their explosion;
- (ii) Damage occasioned by or through or in consequence, directly or indirectly, of any act of terrorism committed by any person acting on behalf of, or in connection with, any organization (for the purposes of this 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).

**EP05A - Vehicle impact**

Damage by fire or otherwise, caused by impact by any road vehicle, horses or cattle not belonging to or under the control of the Insured or any member of the Insured's household or any person employed by the Insured, but excluding the first HKD3,000 each and every loss as ascertained after the application of any condition of average.

**EP05B - Vehicle impact (by any vehicle)**

Damage by fire or otherwise, caused by impact by any road vehicle, horses or cattle but excluding the first HKD3,000 of each and every loss as ascertained after the application of any condition of average.

**EP06A - Riot & strike**

Damage directly caused by

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

but excluding

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

**EP06C - Malicious damage**

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

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

**EP07A - Spontaneous combustion**

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

**EP08A - Sprinkler leakage**

Damage directly caused by water discharged or leaking from the Automatic Sprinkler

Installation installed in that part of the Situation insured which is occupied by the Insured but excluding Damage to the said Installation provided that

- (i) such discharge or leakage of water shall be accidental and shall not be occasioned by or happen through
  - (a) heat caused by fire;
  - (b) repairs or alterations to the buildings or premises;
  - (c) repair removal or extension of the said Installation;
  - (d) the order of the Government or of any Authority;
  - (e) explosion the blowing-up of buildings or blasting;
- (ii) the Insured shall at all times take all reasonable steps to prevent damage to the said Installation and, so far as his responsibility extends to maintain the said Installation, including the automatic external alarm signal, in efficient condition in the event of any discharge or leakage from the said Installation the Insured shall do and permit to be done all things practicable, whether by removal or otherwise, to save and protect the Property Insured;
- (iii) whenever it is intended to make any changes, repairs or alterations to the said Installation, the Insured shall give written notice thereof to the Insurers;
- (iv) the Insurers shall have access to the Situation insured at all reasonable times for purposes of inspection and if the Insurers shall notify the Insured of defects in the construction or condition of the said Installation requiring alteration or repairs the Insurers may also at their option by notice in writing suspend the insurance by this extension until such alteration or repairs shall be duly completed.

**EP09A - Typhoon & windstorm (excluding flood)**

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

- (i) in respect of Damage caused other than by fire;
  - (a) the first HKD3,000 of each and every loss as ascertained after the application of any condition of average and occurring within each and every separate period of 72 consecutive hours during the currency of this Policy;
  - (b) metal smoke stacks, awnings, blinds, signs or other outdoor fixtures and fittings unless specifically insured;
  - (c) premises in course of construction, alteration or repair except when all outside doors, windows and other openings are complete and protected against typhoon or windstorm unless specifically insured.
- (ii) Damage caused by
  - (a) subsidence or landslip;
  - (b) hail, whether wind driven or not;
  - (c) rain entering the building other than through openings made in its fabric by the direct force of the typhoon or windstorm.

- (iii) Damage caused by
  - (a) the escape of water from its normal confines whether natural or artificial;
  - (b) inundation from the sea;
 whether resulting from typhoon or windstorm or otherwise.

**EP09B - Typhoon & windstorm (including flood)**

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

- (i) in respect of Damage caused other than by fire;
  - (a) the first HKD3,000 of each and every loss as ascertained after the application of any condition of average and occurring within each and every separate period of 72 consecutive hours during the currency of this Policy;
  - (b) metal smoke stacks, awnings, blinds, signs or other outdoor fixtures and fittings unless specifically insured;
  - (c) premises in course of construction, alteration or repair except when all outside doors, windows and other openings are complete and protected against typhoon or windstorm unless specifically insured.
- (ii) Damage caused by
  - (a) subsidence or landslide;
  - (b) hail, whether wind driven or not;
  - (c) rain entering the building other than through openings made in its fabric by the direct force of the typhoon or windstorm.
- (iii) Damage caused by
  - (a) the escape of water from its normal confines whether natural or artificial;
  - (b) inundation from the sea;
 unless directly resulting from typhoon or windstorm.

**EP09C - Typhoon, windstorm & flood**

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

- (i) in respect of Damage caused other than by fire;
  - (a) the first HKD3,000 of each and every loss as ascertained after the application of any condition of average and occurring within each and every separate period of 72 consecutive hours during the currency of this Policy;
  - (b) metal smoke stacks, awnings, blinds, signs or other outdoor fixtures and fittings unless specifically insured;
  - (c) premises in course of construction alteration or repair except when all outside doors, windows and other openings are completed and protected against typhoon or windstorm unless specifically insured.
- (ii) Damage caused by
  - (a) subsidence or landslide;
  - (b) hail, whether wind driven or not;
  - (c) rain entering the building other than through openings made in its fabric by the direct force of the typhoon or windstorm.
- (iii) Damage caused by accumulation of water resulting from circumstances where the Insured could, but has failed to, take reasonable steps to prevent such accumulation.

**EP10A - Water tanks apparatus & pipes**

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

- (i) the first HKD3,000 of each and every loss as ascertained after the application of any condition of average;
- (ii) Damage to water tanks apparatus or pipes;
- (iii) Damage caused by water discharged or leaking from any installation of automatic sprinklers.

**EP12A - Rainstorm**

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

- (i) in respect of Damage caused other than by fire;
  - (a) the first HKD3,000 of each and every loss as ascertained after the application of any condition of average and occurring within each and every separate period of 72 consecutive hours during the currency of this Policy;
  - (b) metal smoke stacks, awnings, blinds, signs or other outdoor fixtures and fittings unless specifically insured;
  - (c) premises in course of construction, alteration or repair except when all outside doors, windows and other openings are complete and protected against Rainstorm unless specifically insured;
- (ii) Damage caused by
  - (a) subsidence or landslide;
  - (b) hail, whether wind driven or not;
  - (c) rain entering the building other than through openings made in its fabric by the direct force of Rainstorm;
  - (d) seepage of water;
- (iii) Damage caused by
  - (a) the escape of water from its normal confines whether natural or artificial;
  - (b) inundation from the sea
 unless directly resulting from Rainstorm;
- (iv) Damage caused by accumulation of water resulting from circumstances where the Insured could but has failed to take reasonable steps to prevent such accumulation.

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

**Additional Conditions Clauses and Warranties**

The following apply only where indicated on the Policy Schedule.

**A7 - Foundations exclusion**

Any insurance on Building(s) excludes that part of any building below the level of the under surface of its lowest floor.

**A11 - Lien clause**

If any other interested party is specified in the Schedule, any loss under this Policy shall be payable to such party as their interest may appear, whose receipt will be a valid discharge.

**A12 - Non-occupying landlord clause**

If the Property Insured is not in the Insured's own occupation this Insurance shall not be invalidated by any change of occupancy or increase of risk taking place in the property without the knowledge of the Insured provided that he shall immediately on the same coming to his knowledge, give notice thereof to the Insurers and pay any additional premium which may be required from the date of such increase of risk.

**A13 - Mortgagee clause**

If any other interested party is specified in the Schedule, any loss under this Policy shall be payable to such party to the extent of their interest.

It is hereby agreed that in the event of loss or damage, the Insurers shall pay the Mortgagees or said Assignees to the extent of their interest but not exceeding the Sum Insured or the reinstatement value (less depreciation if any) of the Property Insured whichever is the lower and that this Insurance in so far as concerns the interest therein of the Mortgagees or said Assignees only shall not be invalidated by any act or neglect of the Mortgagor or Owner of the Property Insured nor by anything whereby the risk is increased being done to upon or in any building hereby insured without the knowledge of the Mortgagees or said Assignees provided always that the Mortgagees or said Assignees shall notify the Insurers of any change of ownership or alteration or increase of hazard not permitted by this Insurance so soon as any such change alteration or increase shall come to their knowledge and on demand shall pay to the Insurers the appropriate additional premium from the time when such increase of risk first took place.

And it is further agreed that whenever the Insurers shall pay the Mortgagees or said Assignees any sum for loss or damage under this Policy, and shall claim that as to the Mortgagor or Owner no liability

therefor existed the Insurers shall at once be legally subrogated to all rights of the Mortgagees or said Assignees to the extent of such payment and the Mortgagees or said Assignees shall do and execute all such further or other acts, deeds, transfers, assignments, instruments and things as may be necessary or be reasonably required by the Insurers for the purpose of better effecting such subrogation, but such subrogation shall not impair the right of the Mortgagees or said Assignees to recover the full amount of their claim.

Provided that as between the Insurers and the Mortgagor or Owner of the Property Insured nothing contained in this clause shall in any way constitute or be deemed to constitute any waiver of, or prejudice or affect any rights which the Insurers may have against the Mortgagor or Owner of the Property Insured, or lessen any obligations which may be imposed on the Mortgagor or Owner of the Property Insured either by or under this Policy or by law, and such rights and obligations shall as between the Insurers and the Mortgagor or Owner of the Property Insured remain in full force and effect.

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

**A14 - Other contents**

It is agreed that the term 'All Other Contents' where mentioned in the Schedule is understood to include:

- (a) Money and stamps not otherwise specifically insured for an amount not exceeding HKD1,000; For the purpose of this extension, 'Money' means coined or paper money;
- (b) documents, manuscripts and business books but only for the value of the materials as stationery, together with the cost of clerical labour expended in writing up, and not for the value to the Insured of the information contained therein and for an amount not exceeding HKD1,000 in respect of any one document, manuscript or business book;
- (c) computer systems records but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (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 contained therein for an amount not exceeding HKD1,000;
- (d) patterns, models, moulds, plans and designs, for an amount not exceeding HKD1,000 or the cost of the labour and materials expended in reinstatement whichever is the lesser in respect of any one pattern, model, mould, plan or design. And so far as they are not otherwise insured;
- (e) employees' pedal cycles, clothing, tools and other personal effects for an amount not exceeding HKD1,000 in respect of any one employee.

**A19 - Reinstatement value clause (not applicable to goods and merchandise and personal effects)**

In the event of Property Insured under the item(s) as indicated in the Schedule being destroyed or damaged the basis upon which the amount payable under each of the said items of the Policy is to be calculated shall be the Reinstatement of the property destroyed or damaged subject to the following Special Provisions and subject also to the terms and conditions of the Policy except in so far as the same may be varied hereby.

For the purposes of the Insurance under this clause 'Reinstatement' shall mean the carrying out of the aftermentioned work, namely:

- (a) where Property is destroyed the re-building of the Property, if a building, or, in case of other property, its replacement by similar property, in either case in a condition equal to but not better nor more extensive than its condition when new.
- (b) where Property is damaged, the repair of the damage and the restoration of the damaged portion of the Property to a condition substantially the same as but not better nor more extensive than its condition when new.

**Special Provisions**

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

**A20 - Public authorities**

The Insurance by each item of this Policy on Buildings Machinery Plant Fixtures and Fittings extends to include such additional cost of reinstatement of the destroyed or damaged Property hereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Ordinance, Law or Bye-Laws of any Municipal or Local Authority provided that

- (1) the amount recoverable under this extension shall not include:
  - (a) the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws
    - (i) in respect of destruction or damage occurring prior to the granting of this extension;
    - (ii) in respect of destruction or damage not insured by the Policy;
    - (iii) under which notice has been served upon the Insured prior to the happening of the destruction or damage;
    - (iv) in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the Insurance by this Policy) of that portion of the property destroyed or damaged;
  - (b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen;
  - (c) the amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owners thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws;
- (2) the work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within twelve months after the destruction or damage or within such further time as the Insurers may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to the liability of the Insurers under this extension not being thereby increased.

- (3) if the liability of the Insurers under (any item of) the Policy apart from this extension shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Insurers under this extension (in respect of any such item) shall be reduced in like proportion;
- (4) the total amount recoverable under any item of the Policy shall not exceed the Sum Insured thereby;
- (5) all the conditions of the Policy except insofar as they may be hereby expressly varied shall apply as if they have been incorporated herein.

**A21 - Capital additions**

The Insurance under this Policy extends to include additions and extensions to Property Insured (excluding stock items) but not appreciation in value, made after the commencement of each annual Period of Insurance for an amount not exceeding ten percent of the Sum Insured on similar property under the relative item, it being understood that the Insured will declare quarterly the value of any such additions and extensions and will pay the appropriate additional premium required from inception of the additional cover.

Amounts so declared shall be added to the Sum Insured by the relative item by endorsement whereupon the provisions of this clause shall be fully reinstated.

**A22 - Rent clause**

Any insurance on Rent applies only if any of the said building(s) or any part thereof is unfit for occupation in consequence of its destruction or damage and then the amount payable shall not exceed such proportion of the Sum Insured on Rent as the period necessary for reinstatement bears to the term of Rent Insured.

**A23 - Architects', Surveyors' and Consulting Engineers' fees**

Any insurance by this Policy in respect of Architects', Surveyors' and/or Consulting Engineers' Fees shall be limited to the cost necessarily incurred in the reinstatement of the Property Insured consequent upon its destruction or damage by any peril hereby insured against but not for preparing any claim, it being understood that the amount payable for such fees shall not exceed those authorized under any scale of charges of a respective professional body.

**A24 - Removal of debris**

The insurance by the item(s) as indicated in the Schedule is on costs and expenses necessarily incurred by the Insured with the consent of the Insurers in:

- (a) removing debris,
  - (b) dismantling and/or demolishing,
  - (c) shoring up or propping
- of the portion or portions of the Property Insured under this Policy destroyed or damaged by fire or by any other peril hereby insured against.
- The Insurers will not pay for any costs or expenses:
- (i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site;
  - (ii) arising in any way directly or indirectly from:
    - (a) the extraction or neutralization of pollutants or contaminants from debris;
    - (b) the pollution or contamination of property not insured by this Policy;
    - (c) the pollution or contamination of property insured by this Policy except as may be provided for in the general exclusions to this Policy;
  - (iii) arising from the destruction of or damage to any property or part thereof the removal of which is required by the enforcement of any law, ordinance, regulation or rule regulating or restricting the construction, installation, repair, replacement, demolition, occupancy, operation or other use of such property.

**A27 - Stock declaration clause**

In consideration of the premium by the Stock Item(s) of this Policy being provisionally calculated on 75% of the Sum Insured thereby the Insured shall declare the value of such property in writing to the Insurers within thirty days of the last working day of each month thereafter and if a declaration be not so given the Insured shall be deemed to have declared the maximum Sum Insured as the value. If the property described in (the said Item(s) of) this Policy is also insured under any other policy the value declared shall be that proportion of the total value of the property which the Sum Insured on such property under this Policy bears to the total of the Sums Insured under all policies on such property.

The value declared shall be the average of the values at risk on each day of the period between each declaration.

On the expiry of each Period of Insurance the actual premium (for the said Item(s)) shall be calculated at the rate (indicated in the appropriate place in the Schedule or as arranged) per annum on the average amount declared, i.e. the total of the sums declared divided by the number of declarations. If the actual premium be greater than the provisional premium paid the Insured shall pay the difference, if it be less, the difference shall be repaid to the Insured, but such repayment shall not exceed 50% of the provisional premium.

In consideration of the Insurance not being reduced by the amount of any loss the Insured shall pay the appropriate extra premium of the amount of the loss from the date thereof to the date of the expiry of the Period of Insurance.

It is warranted that every insurance on the Property be identical in wording with this Insurance.

**A33 - Legal requirements warranty**

Warranted that the Insured shall duly comply with and observe all provisions requirements and regulations of

- (i) Fire Services Department
- and/or (ii) Labour Department
- and/or (iii) Dangerous Goods Ordinance
- and/or (iv) Factories and Industrial 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 warranty shall not apply in respect of any Ordinance, Regulation Notice or Requirement expressly waived by the Insurers by endorsement on this Policy.

**A34 - Storage warranty**

Warranted no waste materials or goods of any description whatsoever whether belonging to the Insured or not shall be stored temporarily or otherwise on any staircase or landing or in any passageway within or in common use with the Situation described in the Policy. Provided that the Insurers shall be deemed to have waived any breach of this warranty not occasioned by or contributed to by the Insured of which the Insurers shall have received written notice from the Insured prior to the occurrence of loss destruction or damage.

Warranted also that all waste materials will be kept in receptacles and removed from the building daily.

**B7 - Cold store clause A**

This Insurance does not cover loss or damage caused by change of temperature resulting from the total or partial disablement of the refrigerating plant by fire or any other cause.

**B11 - Cotton waste warranty**

Warranted no cotton waste used on the within described Situation in the manufacture of any article.

**B14 - Flammable liquids warranty**

Warranted no flammable liquids used or stored on the within described Situation.

**B23 - Nylon cotton warranty**

Warranted no vegetable cotton used or stored on the within described Situation the use and storage of 'Nylon Cotton' is permitted.

**B24 - Occupancy warranty A**

Warranted no goods or merchandise other than samples stored in the within described Situation.

**B25 - Occupancy warranty B**

Warranted no trade processing or manufacturing carried on at the within described Situation.

**B31 - Petrol warranty**

Warranted no petrol or other liquid fuel other than in the fuel tanks of vehicles and a quantity not exceeding 4 gallons in metal cans fitted with lids kept in the within described Situation.

**B34 - Plastic goods manufacturers warranty B**

Warranted no raw materials for the manufacture of plastics other than protein based resins products based on formaldehyde or other aldehydes; polyamide resins; polycarbonate based resins; polythene (polyethylene); silicone resins; cellulose acetate; fluorocarbons; polyester resins including alkyl resins; polystyrene acetal resins; acrylic resins; acrylonitrile butadiene styrene (ABS) resins; ethyl cellulose halogenated plastic epoxy resins polypropylene used or stored on the within described Situation.

**B37 - Plastic goods manufacturers warranty E**

Warranted that the amount of solvents and other substances having a Flash Point below 150°F used or stored on the within described Situation shall not exceed 4 gallons in the aggregate.

**B38 - Plastic goods manufacturers warranty F**

Warranted no cutting, grinding or buffing or similar process causing plastics dust carried on the within described Situation without the use of an efficient dust extraction plant in connection therewith.

**B451T - Automatic reinstatement of Sum Insured clause**

In the event of loss or damage recoverable under this Insurance the Sum/ Limit Insured by this Policy shall in the absence of written notice by the Insurers or the Insured to the contrary be immediately reinstated in consideration of which the Insured undertakes to pay the additional premium calculated on such amount of loss paid for the unexpired period of this Policy. However, this extension shall not apply where the maximum coverage amount has been limited with an aggregate limit during the said Period of Insurance.

**B54 - Storage warranty (shops)**

- (a) Warranted no trade processing or manufacturing carried on in the Situation which involves the use of
    - (i) machinery with a motive power in excess of 5 H.P. in the aggregate;
    - (ii) heating or boiling apparatus other than of the small domestic type.
  - (b) Warranted no storage or deposit for sale of:
    - (1) Acids
    - (2) Alcohols
    - (3) Ammunition Explosives Fireworks and Fire Crackers
    - (4) Bamboo Cane Willow Rattan and articles made therefrom
    - (5) Benzene and Benzine
    - (6) Calcium Carbide
    - (7) Candles and Wax
    - (8) Chlorates Perchlorates and Chlorites
    - (9) Compressed Gases
    - (10) Cotton Hemp Jute and Kapok (except in fully machine pressed and metal bound bales)
    - (11) Cotton Quilts
    - (12) Films (nitrocellulose base)
    - (13) Firewood Charcoal and Coal
    - (14) Flammable substances having a flash point below 150°F
    - (15) Insecticides having a flash point below 150°F
    - (16) Joss Sticks and Paper
    - (17) Kerosene
    - (18) Liquefied Petroleum Gases
    - (19) Matches other than in tin-lined cases
    - (20) Matting and Mat Bags\* (other than Seagrass Matting)
    - (21) Naphtha
    - (22) Nitrates and Nitrites
    - (23) Oils having a flash point below 150°F
    - (24) Oily and Greasy Rags and Waste
    - (25) Paints Enamels and Lacquers having a flash point below 150°F
    - (26) Paper Flowers Lanterns and the like and Paper Shavings
    - (27) Peroxides
    - (28) Petrol and Petroleum Spirits
    - (29) Phosphorus
    - (30) Potable Spirits in containers other than bottles and jars
    - (31) Printing Inks having a flash point below 150°F
    - (32) Resins having flash point below 150°F
    - (33) Sodium Hydroxide (Caustic Soda)
    - (34) Wood Wool and Shavings
- \* Matting and Mat Bags are permitted if used solely for packing or covering other goods on the Situation.

**Average relief clause**

If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement of the whole of the property covered had been destroyed, exceeds the sum insured hereon by more than 15% at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any peril insured against by this Policy, then the insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the Policy to which this memorandum applies shall be separately subject to the foregoing provision.

**Co-insurance clause**

Notwithstanding anything contained herein to the contrary, the sum insured by this Policy having been declared by the insured to represent the agreed amount of total value of the property described herein and the premium for this Policy having been calculated accordingly, it is hereby declared and agreed that if at the time of any loss or damage, the sum insured shall be less than agreed amount of the total value of the property insured, the insured shall be a co-insurer to the extent of an amount sufficient to make the insurance equal to agreed amount of the total value of property hereby insured and in that capacity shall bear their proportion of any loss that may occur. Every item, if more than one, of the Policy is separately subject to this clause.

**Errors and omissions clause**

The Insured is not to be prejudiced by any unintentional and/or inadvertent error or omission in the description of the name of the Insured and the Interest Insured during the currency of this Policy provided that notice is given to the Insurers as soon as practicable upon discovery of any such error or omission.

**Extra charges clause**

In the event of any part of the Property insured sustaining damage for which the Insurers are liable the Sum Insured under this Policy is extended to include

- a) costs incurred for delivery of any part or parts by air-freight or express freight or special delivery;
- b) extra labour and overtime costs necessary to expedite reinstatement replacement or repair including Sunday Holiday and Night Work;

provided that the liability of the Insurers shall not in consequence of the foregoing exceed HKD250,000.00 or 10% of the adjusted loss whichever is the lesser.

**Fire extinguishment expenses clause**

This Policy is extended to include all fire fighting expenses such as the cost of replenishment of the fire fighting appliances and destruction of or damage to such appliances.

Provided always that the liability of the Insurers in respect of such cost shall be limited to those necessarily and reasonably incurred in extinguishing fires at or adjoining the situation of the Property insured by this Policy or immediately threatening to involve such Property and shall not exceed HKD10,000.00 inclusive of the total Sum Insured of this Policy.

**Landslip and subsidence clause**

In consideration of the payment of an additional premium, it is hereby agreed and declared that, notwithstanding anything in the within written Policy contained to the contrary, the Insurance under this Policy shall extend to cover Loss of or Damage to the Property Insured directly caused by subsidence of the site or landslip occurring within the period stated in the Schedule but excluding

- (i) loss or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences:

- (a) coastal erosion
- (b) heave
- (c) bedding down of structures or the settlement of made up ground within five years of the completion of such works;
- (iii) loss of or damage to paths drives fences gates boundary and retaining walls caused by subsidence and/or landslip;
- (iii) unless otherwise specifically insured the cost of removal of subsidence and/or landslip debris or making good of the site following subsidence and/or landslip except in so far as is necessary to repair the Property Insured;
- (iv) loss or damage directly occasioned by or through defective design or workmanship or the use of defective materials;
- (v) consequential loss or damage of any kind or description;
- (vi) the first HKD10,000 or 10% of each and every loss whichever is the greater as ascertained after the application of any condition of average and occurring within each and every separate period of 72 consecutive hours during the currency of this Policy;

#### Warranted

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

#### Misdescription clause

It is understood and agreed that this insurance shall not be prejudiced by any misdescription of occupancy provided the insured shall notify the insurers immediately he becomes aware of the same and shall pay additional premium if required from the date of the inception of the increased hazard.

#### No control clause

This Insurance shall not be affected by failure of the Insured to comply any provisions of this Insurance in any portion of the premises over which the Insured has no control.

#### Non invalidation clause

The rights of the Insured under this Policy shall not be prejudiced by the act of the occupier of any building hereby insured whereby the risk of destruction or damage is increased without the authority or knowledge of the Insured provided that the Insured shall immediately upon becoming aware thereof give notice in writing to the Insurers and on demand pay such additional premium as may be required by the Insurers.

#### Payment on account clause

It is hereby understood and agreed that in the event of the occurrence of a loss covered under this insurance the insurers may approve advance payment on account in respect of such loss to the request of the insured and with the adjuster's recommendation.

#### Repairs and alterations clause

Joiners and other tradesmen/workmen may be employed to effect repairs or minor structural alterations not exceeding the agreed amount per contract to the insured buildings without prejudice to this insurance. In the event of any repairs or minor structural alterations exceeding the aforementioned amount prior notice thereof must be given to the insurers who reserve the right to charge an additional premium in respect of such repairs and alterations.

#### Sanctions clause

Notwithstanding any other terms under this agreement, no insurer shall be deemed to provide coverage or will make any payments or provide any service or benefit to any insured or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

#### Time adjustment clause

In the event of loss or destruction of or damage to the insured property caused by earthquake or typhoon, windstorm & flood, the amount of the insured's retained liability in respect of such loss or damage caused by these perils shall apply afresh and be deducted again in respect of any loss or damage occurring after seventy-two consecutive hours of freedom from earthquake or typhoon, windstorm & flood.

#### Workmen clause

Workmen are allowed in or about any of the within mentioned premises for the purposes of carrying out alterations repairs decorations and maintenance without prejudice to this insurance, provided that the contract value of each such project shall not exceed the agreed amount.

#### FG3 - Public godowns (goods in store)

- (1) Legal Requirements: The Insured shall duly comply with and observe all provisions requirements and regulations of
  - (i) Fire Services Departments and/or
  - (ii) Labour Department and/or
  - (iii) Dangerous Goods Ordinance and/or
  - (iv) Factories and Industrial Undertaking 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 warranty shall not apply in respect of any Ordinance Regulation Notice or Requirement expressly waived by the Insurers by endorsement on this Policy.
- (2) (a) No goods specified in the Classified goods list FG6;
- (b) No goods specified as Extra Hazardous in the Classified goods list FG6;
- (c) No cotton other than in fully machine pressed metal bound bales;
- (d) Not more than 50 gallons of kerosene and/or gasoline included in the Property Insured.

#### FG4 - Private godowns

- (1) Legal Requirements: The Insured shall duly comply with and observe all provisions requirements and regulations of
  - (i) Fire Services Department and/or
  - (ii) Labour Department and/or
  - (iii) Dangerous goods Ordinance and/or
  - (iv) Factories and Industrial Undertaking Ordinance and/or
  - (v) 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 warranty shall not apply in respect of any Ordinance Regulation Notice or Requirement expressly waived by the Insurers by endorsement on this Policy.
- (2) Storage: No waste materials or goods of any description whatsoever whether belonging to the Insured or not stored temporarily or otherwise on any staircase or landing or in any passageway within or in common use with the within described Situation. All waste materials kept in metal receptacles are removed from the building daily.
- (3) The godown is not a public godown and is used only by the occupier for the storage of his own goods or those for which he is responsible and contains no goods accepted for a rent or other consideration.
 

N.B. It is permissible to charge rent on goods already in store for the period between the date of sale and the date of delivery.
- (4) The godown be locked from the outside when not being worked.
- (5) (a) No trade processing or manufacturing carried on;

- (b) No sleeping dwelling or cooking;
- (c) No sleeping or dwelling other than by caretakers and no cooking;
- (d) The capacity of power driven equipment and machinery other than that used for the handling and/or lifting of goods (packing and repacking of goods excepted) and pumps used in connection with fire fighting equipment does not exceed 5 H.P. in the aggregate;
- (e) No sorting packing or repacking of goods other than incidental to the distribution of goods stored in the godown not more than 10 persons engaged therein;
- (f) No goods specified in the Classified goods list FG6 be stored;
- (g) No goods specified as Extra Hazardous in the Classified goods list FG6 be stored;
- (h) No cotton other than in fully machine pressed metal bound bales be stored;
- (i) Not more than 50 gallons of kerosene and/or gasoline;
- (j) No vehicle having petrol or other liquid fuel in its fuel tank housed (forklift trucks excepted) nor allowed to enter other than for the sole purpose of loading and unloading;
 

in any floor compartment or covered passageway under the control of the Insured and used as godown storage space and situated in the within described building.

#### FG6 - Classified goods list

Note	H	signifies Hazardous	
	EH	signifies Extra-Hazardous	
	FP	signifies Flash Point	
Accelerene (Dimethylnitrosoaniline)			H
Acetaldehyde			EH
Acetic anhydride			H
Acetone			EH
Acetyl chloride			EH
Acids -			
Chromic (chromium trioxide solid)			EH
Hydriodic			EH
Hydrobromic			EH
Hydrochloric			EH
Hydrocyanic			EH
Hydrofluoric			EH
Nitric			EH
Perchloric			EH
Phosphoric			EH
Sulphuric (Concentrated)			EH
Others (Except - Benzoic, Boric, Citric, Maleic, Malic, Succinic, Tartaric which are classified as Non-Hazardous)			H
Acrolein			EH
Alcohols -			
Amyl Alcohols (except tertiary) and higher alcohols having a flash point below 150°F			H
Tertiary-amyl alcohol and methyl, ethyl, propyl, butyl alcohols			EH
Aluminium carbide			EH
Aluminium chloride			H
Aluminium powder			EH
Aniline			H
Ammonia solution			H
Amyl acetate			H
Amyl chloride			EH
Asphalt and asphaltum			H
Balsams, unless packed in bottles in cases or in tins in cases			H
Bamboo, Cane, Rattan and Willow			H
Barium			EH
Benzaldehyde			H
Bean, nut or seed cake and meal			H
Benzene and Benzine			EH
Bitumen			H
Bleaching powder			H
Borneol			H
Bromine			EH
Butyl butyrate			H
Butyl acetate			EH
Candles			H
Calcium			EH
Calcium carbide			EH
Calcium cyanamide			H
Calcium phosphide			EH
Calcium silicide			EH
Camphere			H
Camphor			H
Carbon black			H
Carbon disulphide			EH
Celluloids, including scraps			EH
"Cellosolve" acetate (Ethylene glycol monoethyl ether acetate)			H
Cellulose enamels and lacquers			EH
Charcoal			H
Chlorates and Perchlorates			EH
Chlorites			EH
Chlorobenzene			H
Chloroform			H
Christmas crackers			H
Coal			EH
Coir and Coir yarn			H
Collodin			EH
Colophony (Rosins)			H
Compressed gases -			H
Acetylene			H
Air			H
Argon			H
Carbon dioxide			H
Freon and arcton			H
Helium			H
Neon			H
Nitrogen			H
Nitrous oxide			H
Sulphur dioxide			H
Others			EH
Copra			H
Cork, granulates (unless in the form of hard pressed bales, block or slabs)			H
Cotton (including Waste Cotton) -			
in fully machine pressed metal bound bales			H
Otherwise			EH
Cotton quilts			EH

Creosote	H	Nitro cellulose (Pyroxylin)	EH
Crtonaldehyde	EH		
Cyanides -		Oakum	H
Ammonium cyanide	EH	Oils -	
Others	H	F.P. below 73°F	EH
Cymogene (Pentane)	EH	F.P. 73°F - 150°F	H
		Lubricating oils	H
Decahydronaphthalene	H	Oil cakes and meals	H
Dichloroethane (Ethylene chloride, ethylene dichloride)	EH	Oiled clothing, cloth, paper and umbrella	H
Dichromates	H	Olibanum	H
Diethylamine	EH		
Diethyl sulphate	H	Paints, Enamels and Lacquers -	
Dinitrobenzene	EH	F.P. below 73° Foated with asphalt oil,	H
Dinitro chlorobenzene	EH	tar or w	EH
Diphenyl methane-di-isocyanate (M.D.I.)	H	F.P. 73°F - 150°F	H
Dimethylnitrosoaniline (accelerene)	H	Paper, impregnated or c ax	
Dopes -		Paper, native packed or tissue	H
F.P. below 73°F	EH	Paraldehyde	EH
F.P. 73°F-150°F	H	Pentane (Cymogene)	EH
		Permanganates	EH
		Peroxides -	
Ether	EH	Lead peroxide (dioxide)	H
Ethyl acetate	EH	Others	EH
Ethyl benzene	EH		
Ethyl butyrate	EH	Petrol and Petroleum spirits	EH
Ethyl chloride (Chloroethane)	EH	Pharmaceutical chemicals made up with substances	H
Ethylene chloride (Ethylene dichloride, dichloroethane)	EH	listed as Hazardous, unless in bottles (not to exceed one quart)	
Ethylene dichloride (Ethylene chloride, dichloroethane)	EH	or in tins or jars (not to exceed 10 lbs) packed in cases	
Ethylene glycol monomethyl ether acetate (Methyl "cellosolve" acetate)	H	Phenol (Carbolic acid)	H
Ethylene oxide	EH	Phosphorus - amorphous or red white or yellow	EH
Explosives, Ammunition and Fireworks	EH	Phosphorus pentachloride	H
		Phosphorus trichloride	H
		Phosphorus pentasulphide	EH
Fats (excluding butter and margarine)	H	Phosphorus sesquisulphide	EH
Felt, asphalted, bituminous, roofing tarred or inodorous	H	Pitch	H
Fibres	H	Plastics, raw materials and goods, except Foamed and Expanded plastics	H
Film (nitrocellulose base)	EH	Plastic resins -	
Firewood	EH	F.P. below 73°F	EH
Fishmeal and Fish scrap	H	F.P. 73°F - 150°F	H
Flammable substances -		Poisons, if stored on the same floor as or on	H
F.P. below 73°F	EH	floors above food stuffs	
F.P. 73°F-150°F	H	Portable spirits, in containers other than	EH
Flax yarn, except when packed in wooden cases	H	bottles or jars	
Flock	H	Potassium	EH
Foamed and Expanded plastics (raw materials and goods)	EH	Potassium hydroxide (Caustic potash)	H
Fodder, dried	H	Print inks -	
Furfuraldehyde	H	F.P. below 73°F	EH
Ferrosilicon -		F.P. 73°F - 150°F	H
containing 30-70% silicon	EH	Pyroxylin (Nitrocellulose) solvents and solutions	EH
containing at least 15% but less than 30% or	H		
more than 70% but not more than 80%		Radioactive substances	EH
silicon		Resin, natural, and Rosins (Colophony)	H
Gasolene	EH	Rubber, natural or synthetic	H
Greases	H	Rubber blowing accelerator (Accelerene)	H
Ground nuts	H	Rubber blowing agent	EH
Gums	H	Rubber solutions -	
Gunny bags, used, unless washed and reconditioned	H	F.P. below 73°F	EH
and packed in machine press-packed bales		F.P. 73°F - 150°F	H
		Rust preventative and removers -	
Hemp -		F.P. below 73°F	EH
in fully machine pressed metal bound bales	H	F.P. 73°F - 150°F	H
Otherwise	EH	Salvage goods, fire or water damaged -	
Hemp yarn	H	if previously classified as EH	EH
Hexane	EH	Otherwise	H
Hydrogen peroxide solutions -		Sawdust	H
exceeding 40% peroxide	EH	Shellac, solid	H
6-40% peroxide	H	Shoddy	H
		Sodium	EH
Insecticides -		Sodium hydrosulphite	H
F.P. below 73°F	EH	Sodium hydroxide (Caustic soda)	H
F.P. 73°F - 150°F	H	Stannic chloride	H
		Stearine	H
Joss paper and sticks	H	Straw and Straw braid	H
Jute -		Sulphides -	
in fully machine pressed bound bales	H	Carbon disulphide	EH
Otherwise	EH	Phosphorus pentasulphide	EH
Jute yarn	H	Phosphorus sesquisulphide	EH
		Others	H
Kapok -		Sulphur	H
in fully machine pressed bound bales	H	Sulphur chlorides	H
Otherwise	EH	Sulphur dyes or colours, unless containing at least 10%	H
Kerosene	H	of inert inorganic salts and packed in airtight metal vessels	
		Sulphuryl chloride	H
Lacs	H	Synthetic fibres	H
Lamp black	H		
Lard	H	Tallow	H
Lime, unslaked	H	Tars	H
Linen yarn, except when packed in wooden cases	H	Tarred cloth, felt, paper, rope or twine	H
Lithium	EH	Terebene	H
		Thermites	EH
Matches -		Thionyl chloride	H
in tin lined cases	H	Toluene	EH
Otherwise	EH	Toluene di-isocyanate (T.D.I.)	H
Magnesium powder	EH		
Matings and Mat bags (other than seagrass matting)	H	Vegetable fibres	H
M.D.I. (Diphenyl methane-di-isocyanate)	H		
Methyl acetate	EH	Waste and Rags -	
Methyl "cellosolve", acetate (Ethylene glycol monomethylether acetate)	H	Oily or greasy	EH
Methyl ethyl ketone (M.E.K.)	EH	Otherwise	H
Methyl formate	EH	Wax	H
Menthol	H	Wood wool and shavings	H
Naphthalene	H		
Native medicine including dried flowers, herbs	H	Xyene and Xylene substitutes -	
and leaves (unless packed in bottles, tins or jars)		F.P. below 73°F	EH
Newspaper, old	H	F.P. 73°F - 150°F	H
Nitrates and Nitrites	EH		
Nitro compounds, except Explosive and Nitro-cellulose	H	Zinc powder or dust	EH

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## Statement of purpose for collection of personal data

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## Rights of third parties

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*Note: In case of any discrepancy or inconsistency between the above 2 clauses with any existing clauses in the policy, the above 2 clauses shall prevail and replace the wording of such existing clauses to the extent of the discrepancy or inconsistency. The above wording will automatically apply to your policy (in the case of a new policy) or renewal policy (in the case of policy renewal) on the policy effective or renewal effective date (as the case may be). Unless as otherwise specified, other terms and conditions of the policy will not be affected*



## 個人資料收集目的

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## 第三者權益

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