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**ZURICH INSURANCE COMPANY**  
 (a company incorporated in Switzerland with limited liability)



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**SHOP COMPREHENSIVE  
 INSURANCE PLAN**  
**富舖保險計劃**

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***SPECIMEN***

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## **SHOP COMPREHENSIVE INSURANCE PLAN**

This policy together with the enclosed *Schedule* and any endorsements subsequently issued should be read as if they are one document and would form the contract between *you* and *us*. The Zurich Shop Comprehensive Insurance Plan enrolment form and declaration which *you* completed and provided to *us* has formed the basis of this contract.

*We* will insure you under those sections shown in the *Schedule* during any *Period of Insurance* for which *we* have accepted *your* premium provided all the terms and conditions of the policy are complied with.

Should *you* change any information given on your enrolment form please keep *us* informed immediately as the changes may affect *your* insurance cover.

Please read the policy and *Schedule* carefully. If they do not meet your needs, please return them to *us*.

## MEANING OF WORDS

Certain words in the policy have specific meanings. These meanings are given below. To help *you* identify these words in the policy *we* have printed them in italics throughout.

### **Appliance**

Any frozen food cabinet, deep freezer, cold room or cold storage which is not more than 10 years old and is situated within the premises.

### **Bodily Injury**

Injury, sickness, disease and mental injury or death resulting therefrom.

### **Business**

The business shown in the *schedule*.

### **Contents**

Property kept inside *your* shop, including furniture, fixtures and fittings, tenant's improvements, business machines and equipment, telephone system, interior decoration, pipes, cables, blinds, signs and all other contents belonging to *you* or for which *you* are legally liable but excluding mobile phones, money and stock-in-trade.

### **Damage**

Unforeseen and sudden accidental and physical loss or destruction of or damage to the property insured.

### **Employee**

Anyone who has entered into or works under a contract of employment with *you* as defined in the Employees' Compensation Ordinance of Hong Kong Special Administrative Region.

### **Excess**

The amount shown in the policy for which *you* shall be responsible and which shall be deducted from the adjusted claim for any insured *damage*.

### **Hong Kong**

The territorial limits of the Hong Kong Special Administrative Region

### **Income**

The money paid or payable to *you* in the course of *your business* at the *premises* for goods sold and delivered and services provided less the purchase costs of the goods, carriage, packing, freight, bad debts or discount allowed.

### **Indemnity Period**

The period during which the *business* is affected by the *damage* up to twelve months after the occurrence of *damage* (or any other period agreed by *us* in writing and specified in the *schedule*).

### **Money**

Cash (notes and coins), postal orders, cheques, bankers' drafts, bills of exchange, unused units in postage stamp franking machines, postage stamps, revenue stamps, credit card, sales vouchers, consumer redemption vouchers, and gift tokens accepted by *you*, all pertaining to the *business* and belonging to *you*.

### **Period of Insurance**

That period for which *we* have accepted *your* premium as stated in the *schedule*.

### **Permanent Total Disability**

Total and permanent disability to attend to *your* usual occupation or any other occupation for which *you* are fitted by knowledge and training, which within twelve months of the date of the *bodily injury* is proved to *our* satisfaction to be permanent.

### **Premises**

The building or parts thereof at the locations described in the *schedule*.

### **Schedule**

The policy schedule which is attached to and which forms integral part of this policy.

### **Stock**

Stock in trade consisting of merchandise belonging to or in the custody of *you* whilst on the *premises*.

### **Temporary Total Disability**

Total disablement certified by a registered medical practitioner which temporarily prevents *you* from engaging in or giving attention to *your* usual occupation.

### **Tenant's Improvements**

Building improvements, alterations and betterments made at *your* expense to *premises* occupied by *you*.

### **We, us, our, the Company, the Insurer**

Zurich Insurance Company

### **You or your**

The person(s) or company named in the *schedule* as an *Insured*

## Section 1 : Contents & Stock

### 1.1 Contents

We will, at *our* option, pay the cost of reinstatement, repair or replacement of *contents* on the *premises*, or will arrange for their replacement or for repair work to be carried out following *damage* not otherwise excluded by this policy.

We will pay the cost of reinstatement or replacement of *contents* to a condition similar to but not better nor more extensive than its condition when new.

We will deduct an amount for wear and tear if *you* do not repair or replace the *contents*.

We will automatically reinstate the sum insured from the date of payment of any claim, provided that *you* pay the appropriate additional premium, unless we inform *you* in writing to the contrary before payment is made.

### 1.2 Stock

We will pay the invoice price of *stock* on the *premises* following *damage* not otherwise excluded by this policy.

We will automatically reinstate the sum insured from the date of payment of any claim, provided that *you* pay the appropriate additional premium, unless we inform *you* in writing to the contrary before payment is made.

### Exclusions to Section 1 and Its Extensions

This section does not cover

1. any damage to *money*, securities and other negotiable instruments, works of art, watches, jewellery, furs, precious metals, precious stones, travel tickets, fixed glass, advertising signs, *stock* or *stock* samples (unless otherwise insured hereunder) or property more specifically insured elsewhere.
2. any mysterious disappearance, unexplained loss or shortage discovered upon stocktaking or making of an inventory.
3. any fraudulent or dishonest act by *you* or *your* partners, directors or *employees* (unless otherwise insured hereunder).
4. any delay, loss of market, loss of use or consequential *damage* of any kind.
5. malicious *damage* caused to or contributed by *you* or *your* partners, directors or *employees*.
6. *damage* to any property seized or confiscated by order of any public authority.
7. *damage* caused by wear and tear, gradual deterioration, chewing, scratching, denting, chipping, tearing or fouling by pets, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, dyeing, alteration, repair or misuse.
8. *damage* caused by mechanical or electrical breakdown or derangement unless fire ensues and then only for the *damage* caused by such ensuing fire.
9. *damage* to property on *premises* which have been unoccupied for more than 30 consecutive days.
10. *damage* to automatic sprinkler systems or associated control equipment (unless otherwise insured hereunder).
11. any living creatures or plants.
12. loss of or *damage* to any property by theft not accompanied by forcible and violent entry to or exit from the *premises*.
13. *damage* to cash registers caused by theft.
14. the first HKD1,000 of each and every claim other than those arising out of fire, lightning or explosion (unless otherwise exempted).
15. the first HKD1,000 or 10% whichever is the greater amount of each and every claim arising out of water *damage* of whatsoever caused..

### Provision to Section 1 and Its Extensions

The maximum amount we will pay in respect of this section is the amount shown in the *schedule* for any one *period of insurance*.

The indemnity under this section is subject to the condition of average:

If at the time of the *damage* the sum insured is less than the value of the property insured by the *business*, the amount we agree to pay will be reduced in proportion to the amount of underinsurance.

### 1.3 Extensions to Section 1

#### 1.3.1 Fixed Glass and Shop Front Sign-boards

We will pay the cost of:

- \* replacing fixed glass in windows, doors, showcases, counters and shelves on the *premises* including silvered, lettered, bent, ornamental or other special glass which belong to *you* or for which *you* are legally responsible, as a result of accidental *damage*.
- \* boarding up until the glass is replaced.
- \* *damage* to shop front sign-boards.

The maximum amount we will pay in respect of any one occurrence is HKD5,000.

The maximum amount we will pay in total in any one *period of insurance* is HKD20,000.

#### Special Exclusions to Item 1.3.1

This extension does not cover

1. cracked or scratched glass.
2. *damage* resulting from repairs or alterations to the *premises*.

#### 1.3.2 Contents Temporarily Removed

We will pay for *damage* to *contents* temporarily removed from the *premises* for the purpose of cleaning, renovation, repair or other similar purposes to any premises within *Hong Kong* and whilst in transit.

The maximum amount we will pay in respect of anyone occurrence is 15% of the sum insured under Section 1.

#### Special Exclusions to Item 1.3.2

This extension does not cover

1. *damage* caused by storm, flood or typhoon whilst the *contents* are in the open.
2. *stock* in trade.

#### 1.3.3 Personal Effects

We will pay for *damage* to the clothing or personal effects (except mobile phones and *money*) belonging to *you* or *your* directors, partners or *employees* whilst on the *premises* arising out of an event insured under Section 1 or as a result of robbery, hold-up or other violent and criminal assault whilst in charge of *money* and on the *premises*.

The maximum amount we will pay in respect of any one person or occurrence is HKD3,000.

#### Special Exclusions to Item 1.3.3

This extension does not cover any *damage* to *money* or credit cards.

#### 1.3.4 Removal of Debris

We will pay the costs and expenses incurred in the removal of debris of *contents* and *stock* insured under this section following *damage* arising out of an event insured under Section 1.

The maximum amount we will pay in respect of any one occurrence is 10% of the sum insured under Section 1.

No *excess* is applied under item 1.3.4.

#### 1.3.5 Seasonal Increase

The sum insured in respect of *stock* under Section 1 (1.2) will automatically be increased by 20% during the four months period from 1st November to 1st March within the *period of insurance* or for any other period to which we agree in writing.

#### 1.3.6 Goods in Transit

We will pay for *damage* to goods in transit in the course of collection and delivery anywhere in *Hong Kong* by *you* or *your employees*.

The maximum amount we will pay for anyone occurrence is HKD50,000.

#### Special Exclusions to Item 1.3.6

This extension does not cover loss from any unattended vehicle.

### 1.3.7 Money

We will indemnify you against damage to money held in connection with the business within Hong Kong provided always that all money on the premises must be kept in a securely locked safe, drawer, strongroom or cash register and whenever the premises are unattended all keys to the safe, drawer, strongroom or cash register must be removed from the premises.

The maximum amount we will pay under Item 1.3.7

- i. in respect of anyone loss (except crossed cheques) arising on the premises is H K\$30,000.
- ii. in respect of anyone loss (except crossed cheques) arising during the course of transit is HKD30,000.
- iii. in respect of anyone loss (except crossed cheques) arising at your home or of that of any authorized employee is HKD5,000.
- iv. in respect of anyone loss of crossed cheques is HKD500,000.
- v. in respect of anyone loss or damage to cash registers in the premises is HKD3,000.

### Extensions to Item 1.3.7

#### Fidelity Guarantee

We will indemnify you against any financial loss arising from any fraudulent or dishonest act of your employees provided that:

- \* the fraudulent or dishonest act must be committed during the period of insurance by one or more specific employees.
- \* such act must be discovered during the period of insurance or within 15 days after expiration of the policy.
- \* such act must be discovered within 15 days of the death, dismissal or expiration of any employment contract of the employee(s) concerned.
- \* any money due by you to the employee(s) concerned shall be deducted from the amount claimed.
- \* discovery of any fraudulent or dishonest act must be reported to the police within 24 hours of its discovery.
- \* discovery of any fraudulent or dishonest act must be reported to us within 7 days of its discovery.

The maximum amount we will pay in respect of anyone occurrence is HKD30,000.

No excess is applied under Item 1.3.7.

#### Special Exclusions to Item 1.3.7

This extension does not cover

- 1) any loss from any unattended vehicle.
- 2) any shortage due to any accounting error or omission or any depreciation in value.
- 3) any fraudulent or dishonest act committed outside Hong Kong.
- 4) any loss arising outside of Hong Kong.
- 5) any loss resulting from a safe, strongroom or any type of locked device being opened by a key, duplicate key or combination code unless such key or combination code is obtained by violence or the threat of violence to any person.
- 6) consequential loss of any kind.
- 7) any loss more specifically insured under any other insurance.
- 8) any loss of money and damage to cash registers caused by theft not accompanied by the use of forcible and violent means.

### 1.3.8 Personal Accident

We will pay the sum or sums as set out in the Table of Benefits if you or your directors, partners or employee sustain bodily injury within 12 months of and as the result of fire, explosion, robbery, hold-up or other violent and criminal assault whilst on the premises in connection with the business.

#### Table of Benefits to Item 1.3.8

Description	Sum Insured (any one accident)
1. Death	HKD50,000
2. Total loss of or loss of use of one or more limbs	HKD50,000
3. Total loss of sight of one or both eyes	HKD50,000
4. Permanent Total Disability to attend to your usual occupation or business	HKD50,000
5. Temporary Total Disability to attend to your usual occupation or business	HKD250 per week up to a maximum of 104 weeks

#### **Condition to Item 1.3.8**

We will not pay more than one benefit under benefit 1 to 4 for the same occurrence for the same person. Upon payment of benefit 1,2,3 or 4, benefit 5 shall immediately be withdrawn.

No *excess* is applied under Item 1.3.8.

#### **1.3.9 Frozen Food**

We will pay the *damage* to frozen food contained in any *appliance* caused by a change in temperature resulting from :

- \* mechanical or electrical breakdown of the *appliance*.
- \* accidental failure of the public electricity supply at the terminal points of the supply authorities' feeds to the *premises*.

The maximum amount we will pay in respect of anyone occurrence is HKD10,000.

#### **Special Exclusion to Item 1.3.9**

This exclusion does not cover

1. *damage* caused by the willful negligence of *you* or any of *your employees*.
2. *damage* caused by the failure of the public supply of electricity due to the deliberate act of the supply authority.
3. *damage* sustained within 48 hours of the accident.
4. any *appliance* which is more than 10 years old.

#### **1.4.0 Increase in Cost of Working**

In the event of any *damage* occurring at the *premises* covered by an event insured under Section 1, we will pay any extra and reasonable expenses incurred for the sole purpose of avoiding or diminishing any interruption of or interference with the *business* for a period of three months commencing on the date of such *damage*.

The maximum amount we will pay is 200% of the sum insured by item 1.1 of Section 1 in the *schedule* or HKD500,000 whichever is the less in any one *period of insurance*.

#### **Accountants Fees Relating to Item 1.4.0**

Where we have agreed to pay a claim under Item 1.4.0, we will also pay professional accountants charges reasonably incurred for producing details that we require for any claim under this item.

The maximum amount we will pay in respect of any one occurrence is HKD20,000.

#### **Special Exclusions to Item 1.4.0**

This exclusion does not cover

1. any expenses in excess of any reduction in *income* which would otherwise have been incurred.
2. any additional expenses that would otherwise be covered by Section 2.

No *excess* is applied to Item 1.4.0.

## Section 2 : Business Interruption

Section 2 is only applicable if it is shown as being operative in the *schedule*.

### 2.1 Loss of Income

In the event of

2.1.1 *damage* to the *contents* and/or *stock* contained at the *premises* from an event covered by Section 1 that payment shall have been made or liability admitted thereunder.

2.1.2 *damage* to the property in the vicinity of the *premises* which prevents or hinders the use of the *premises*.

2.1.3 failure of public supply facilities at the terminal points of the supply authorities' feeds to the *premises* resulting from an event insured under Section 1 but excluding failure of supply due to the deliberate act of the supply authority.

we will pay

1. the shortfall between the *income* you would have received during the *indemnity period* if there had been no *damage* and the *income* you actually received during that period.
2. *business* expenses necessarily and reasonably incurred by you for the sole purpose of minimizing such loss of *income* provided that the incurred expenses are not more than the reduction in *income* which would otherwise have occurred.
3. professional accountants charges reasonably incurred for producing details that we require for any claim for any claim under this section subject to the maximum amount of HKD20,000 any one occurrence.

Exclusions to Section 2

This section does not cover

1. closure of the *premises* by a local authority because of any defects in the *premises* unless such defects are due to *damage* covered by Section 1.
2. losses due to *damage* not covered by Section 1.

Provisions to Section 2

1. The maximum amount that we will pay in respect of Item 2.1.1 under this section is the amount shown in the *schedule* any one occurrence.  
The maximum amount that we will pay in respect of Item 2.1.2 under this section is 5% of the amount of Item 2.1.1 shown in the *schedule* any one occurrence.  
The maximum amount that we will pay in respect of Item 2.1.3 under this section is 5% of the amount of Item 2.1.1 shown in the *schedule* any one occurrence.

The maximum amount we will pay for any claim or claims under this section arising from one occurrence is subject to the limit shown in the *Schedule*.

2. The indemnity under this section is subject to the condition of average:  
If at the time of the *damage* the sum insured is less than the value of the annual *income* earned by the *business*, the amount we agree to pay will be reduced in proportion to the amount of underinsurance.
3. We will not pay for any loss or *damage* under this section if such loss of or *damage* is being claimed under Section 1 (1.4.0).  
We will not pay for any loss or *damage* in respect of Item 2.1.2 under this section resulting from the first 24 hours after the commencement of the interruption.  
We will not pay for any loss or *damage* in respect of Item 2.1.3 under this section resulting from the first 24 hours after the commencement of the interruption.
4. In calculating the amount to be paid we will take into account
  - \* any savings out of *business* expenses payable out of *income* which stop or are reduced as a result of the *damage*.
  - \* any *income* you earn from conducting the *business* elsewhere.



## Section 3 : Public Liability

### 3.1 Liability to Third Parties

We will indemnify *you* against any amounts which *you* become legally liable to pay as compensation for an accident causing *bodily injury* to a person or *damage* to property occurring within *Hong Kong* during the *period of insurance* in connection with the *business*.

The maximum amount we will pay for any claim or claims arising from one occurrence is HKD10,000,000 including all costs and expenses agreed by *us* in writing.

#### Exclusions to Section 3 and Its Extensions

- A) This section does not cover any liability arising directly or indirectly from:
1. *bodily injury* sustained by any *employee*, director or partner in the course of their employment in connection with the *business*.
  2. any outdoor duties except for business negotiating activities or overseas business trips by any of your director, partner or *employee*, or otherwise extended under the policy.
  3. professional or other advice, examination, prescription or treatment given, administered or omitted by *you*.
  4. any goods sold, supplied, repaired, renovated, let on hire or handled by *you* and no longer in *your* possession or control.
  5. the cost of replacing, reinstating, rectifying, recalling or guaranteeing the performance of any goods sold, supplied, repaired or serviced or of any work done by *you* in connection with the *business*.
  6. property which is leased, rented, hired or lent to *you* or under the care, custody or control of *you* or any of *your* director, partner or *employee*.
  7. fines, penalties, punitive or liquidated or exemplary *damages*.
  8. any liability assumed under a contract or agreement.
  9. the ownership, possession or use by *you* or on *your* behalf of any mechanically propelled vehicle or trailer attached thereto or of any craft designed to travel in, on or through water, air or space.
  10. any act or omission which is insured under any other policy.
  11. a) the transmission of any computer code, program or other data.  
b) the unauthorised taking of or access to data.
  12. the infringement of plans, copyright, patent, trade mark or registered design or other intellectual property.
  13. human implants.
  14. Urea Formaldehyde; Polychlorinated Biphenyl; 8-Hydroxyquinoline derivatives; Contraceptives; Tobacco; Vaccine; Diethylstilbestrol; RU486 and any other Chemical Abortifacients.
  15. libel or slander of *you* or any of *your* director, partner or *employee*.
- B) Electromagnetic Fields (EMF) / Electromagnetic Interference (EMI)  
This section does not cover anything in respect of any liability of whatsoever nature in connection with, directly or indirectly, caused by or contributed to by or arising from EMF or EMI.
- C) Asbestos  
This section does not cover any liability arising directly or indirectly out of or consequent upon or contributed to or by asbestos, asbestos products or asbestos contained in any products
- D) Genetically Modified Organisms (GMO)  
This section does not cover anything in respect of any liability of whatsoever nature in connection with, directly or indirectly caused by or contributed to by or arising from a Genetically Modified Organism (GMO).

For the purpose of this exclusion Genetically Modified Organism (GMO) means:

Organisms (meaning any biological or molecular unit either living or capable of reproducing or replicating itself, including but not limited to animals, plants, micro-organisms, cells, cell cultures and cell organelles, as well as biological units incapable of independent sexual reproduction, including but not limited to viruses, viroids, sterile domesticated animals, and cultured plants that are either sterile or solely capable of vegetative reproduction, as well as their seeds) which have undergone, or whose precursors have undergone, or parts of which have undergone, a genetic engineering process which resulted in their genetic change in a manner unachievable through traditional breeding methods or natural genetic recombination.

E) This section does not cover :

- a) the first HKD1,000 of any claim in respect of *damage* to property (other than 'b' below).
- b) the first HKD1,000 or 10% whichever is the greater amount of any claim in respect of *damage* to property arising out of water *damage*.

### **Extensions to Section 3**

#### **3.1 Overseas Visits**

*We will indemnify you* against any amounts that *you* become legally liable to pay as compensation for an accident causing *bodily injury* to a person or *damage* to property occurring during occasional visits outside of *Hong Kong* during the *period of insurance* by *you*, *your* partners, directors or *employees* in connection with the *business* provided that such personnel are normally residing in *Hong Kong*.

The maximum amount *we* will pay for any claim or claims arising from any one occurrence is HKD5,000,000 including all costs and expenses agreed by *us* in writing.

#### **3.2 Indemnity to Director, Partner or Employee**

*We will indemnify any of your* director, partner or *employee* while acting on *your* behalf in the course of *your* employment in respect of liability for *which you* would have been entitled to claim under this section if the claim against had been made against *you* provided that all such persons will as though they were *you*..

The maximum amount *we* will pay for any claim or claims arising from one occurrence is HKD5,000,000 including all costs and expenses agreed by *us* in writing.

#### **3.3 Tenant's Liability**

*We will indemnify you* against any amounts which *you* as tenant become legally liable to pay as compensation for *damage* to the *premises* or to landlord's fixtures and fittings caused by an event not excluded by Section 1 occurring during the *period of insurance* in connection with the *business*.

The maximum amount *we* will pay for any claim or claims arising from one occurrence is HKD5,000,000 including all costs and expenses agreed by *us* in writing.

#### **3.4 Food and Drink**

*We will indemnify you* against any amounts which *you* become legally liable to pay as compensation for *bodily injury* arising solely and independently from food or drink poisoning supplied free of charge by *you* on the *premises* in connection with the *business*.

The maximum amount *we* will pay for any claim or claims arising from one occurrence is HKD5,000,000 including all costs and expenses agreed by *us* in writing.

#### **Special Provision to Section 3 and its Extension**

The maximum amount *we* will pay for any claim or claims under this section arising from one event or cause is HKD10,000,000 including all costs and expenses agreed by *us* in writing.

## Section 4 : Employees' Compensation

Section 4 is only applicable if it is shown as being operative in the *schedule*.

### 4.1 Employees' Compensation

We will indemnify *you* against *your* legal liability to pay compensation under common law or under the Employees' Compensation Ordinance in force at the inception or subsequent renewal of this policy for *bodily injury* sustained by *your employee(s)* arising out of and in the course of their employment in connection with *your business* plus claimants costs and expenses.

The maximum amount *we* will pay for any one occurrence is HKD100,000,000 including all legal costs and expenses incurred by all parties involved unless specially stated in the *Schedule*.

### Exclusions to Section 4

This section does not cover

1. *your* legal liability to contractor's employees.
2. *your* legal liability to any person who is not an *employee* within the meaning of the Employees' Compensation Ordinance of Hong Kong Special Administrative Region

any liability assumed under a contract or agreement.

4. any liability arising from Pneumoconiosis or Noise-Induced Deafness ("Noise-Induced Deafness" has the same meaning as assigned to that expression in the Occupational Deafness (Compensation) Ordinance (Chapter 469 of the laws of the Hong Kong Special Administrative Region). "Pneumoconiosis" has the same meaning as assigned to that expression in the Pneumoconiosis (Compensation) Ordinance (Chapter 360 of the laws of the Hong Kong Special Administrative Region)).
5. any fines or late payment charges which *you* may be legally liable to pay.
6. any liability resulting from existence, mining, handling, processing, manufacture, sale, distribution, storage or use of asbestos, asbestos products and/or products containing asbestos.

### 4.2 Change in the Ordinance

In the event of any change in the Employees' Compensation Ordinance, *our* liability under this section shall remain in force but limited to such sums *we* would have been liable for as if the Ordinance had not been altered.

### 4.3 Avoidance of Certain Terms and Rights of Recovery

If *we* are obliged by the legislation to pay any amount which *we* would not otherwise be liable for under this section *you* will repay the amount to *us*.

### Special Condition to Section 4

#### Insurance Premium

The first premium and all renewal premiums that may be accepted are to be regulated by the amount of salaries and wages and other earnings paid by *you* to *employees* during each *period of insurance*. The name of every *employee* together with the amount of salary, wages and other earnings shall be properly recorded and *you* shall at all times allow *us* to inspect such records and shall supply *us* within one month of the expiry date of such *period of insurance* with a correct amount of all such salaries, wages and other earnings paid during any *period of insurance*. If the amount so paid shall differ from the amount on which the premium has been paid, the difference in premium shall be met by a further proportionate payment to *us* or by a refund from *us* as the case may be.

#### Policy 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 policy *the Company's* indemnity to the Insured including costs and expenses incurred by or on behalf of the Insured with *the Company's* written consent shall in the aggregate be limited to HKD100,000,000 or otherwise specified in the policy 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/her employment with the Insured 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 including costs and expenses incurred by or on behalf of the Insured 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 policy including costs and expenses incurred by or on behalf of the Insured 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 policy bears to the total period of his /her 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 policy *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 of 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.

#### **Terrorism Endorsement**

Notwithstanding any provision to the contrary in this policy or any endorsement thereto it is hereby agreed that in respect of any bodily injury or death by accident or disease ("the Loss") directly or indirectly caused by, resulting from or in connection with any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act or terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the Loss:

- a) the Policy Limit of Indemnity shall be such amount which *the Company* actually receives from the Government of the Hong Kong Special Administrative Region of the People's Republic of China ("the Government") pursuant to an Agreement for Provision of Facility dated 20<sup>th</sup> November 2003 between the Government and the Company under which the Government agreed to make available to *the Company* and other direct insurance companies authorized to underwrite employees' compensation insurance business in Hong Kong a facility to enable them to meet claims under employees' compensation insurance policies in respect of death and injury arising out of an event of terrorism ("the Facility Agreement");
- b) *the Company* will only be required to make payment after it has received from the Government (i) an approval letter confirming that *the Company* should settle the claim and (ii) payment under the Facility Agreement; and
- c) for the avoidance of doubt, *the Company* shall have no obligation to make payment if for whatever reason it does not receive payment from the Government under the Facility Agreement, whether or not due to the Government's contention that the Loss does not fall within the scope of the Facility Agreement or the Company's breach of the Facility Agreement or the Loss does fall within the Exceptions or any other conditions leading to no payment for the Loss of the Facility Agreement, or the Facility Agreement ceases in the event that the remaining balance under the Facility is exhausted or the termination of the Facility Agreement by the Government.

For the purpose of the above an act of terrorism means the use of force or violence or other means or the threat thereof, of any person or persons, whether acting alone or on behalf of or in connection with any organization or government, for political, religious, or ideological purposes with an intention to influence any government and/or to put the public, or any section of the public, in fear.

If *the Company* alleges that the Loss falls within the scope of this Endorsement, the burden of proving the contrary shall be upon the Insured.

In the event any part of this Endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Words and phrases in this Endorsement shall have the same meaning as in the policy.

#### **Extension to Section 4**

The following extension(s) is only applicable if it is shown as being operative in the *schedule*.

##### **E.3) Worldwide Cover for Commercial Visits by Non-Manual Staff**

In consideration of an additional premium being paid, it is hereby agreed that the cover by this section is expressly extended to apply in respect of any member of the executive, managerial or sales staff who is normally engaged in immediate service of *you* in Hong Kong sustains *bodily injury* arising out of and in the course of such service whilst working overseas and/or in China

Provided always under this extension :

- 1) The cover hereunder shall not apply to manual working assignments abroad.
- 2) In the event of any injury by accident or disease sustained by such employee in the course of *your* employment whilst working outside Hong Kong, we shall indemnify *you* as though such injury by accident or disease was sustained in Hong Kong.

Except to the extent that the provisions of this extension are hereby modified, the policy terms, conditions and exclusions shall apply.

##### **E.4) Worldwide Cover for Commercial Visits**

In consideration of an additional premium being paid, it is hereby agreed that the cover by this section is expressly extended to apply in respect of any staff who is normally engaged in immediate service of *you* in Hong Kong sustains *bodily injury* arising out of and in the course of such service whilst working overseas and/or in China

Provided always under this extension :

- 1) The cover hereunder shall not apply to manual working assignments abroad.
- 2) In the event of any injury by accident or disease sustained by such employee in the course of *your* employment whilst working outside Hong Kong, we shall indemnify *you* as though such injury by accident or disease was sustained in Hong Kong.

Except to the extent that the provisions of this extension are hereby modified, the policy terms, conditions and exclusions shall apply.

## General Conditions

### 1. Precautions

You will take all reasonable steps to protect the property and prevent accidents, *bodily injury* or *damage*.

### 2. Changes in the Risk

You must tell us of any change of circumstances after the commencement of the insurance which will increase the risk of *bodily injury* or *damage*.

### 3. Misrepresentation

If you or anyone acting on your behalf makes a claim under this policy knowing the claim to be false, we will not pay the claim and all cover under the policy shall be forfeited.

### 4. Policy Cancellation

We have the right to cancel the policy or any section or part of it by giving 30 days notice in writing by registered letter to your last known address and returning a rateable proportion of the premium for the unexpired period from the date of cancellation.

You may terminate this insurance at any time with written notice given to us. We will retain the customary short period premium for the time the policy has been in force.

### 5. Subrogation

We are entitled to

- \* take the benefit of your rights against others before or after we have paid a claim and may bring action in your name to enforce these rights;
- \* take over the defence or settlement of a claim against you by others.

### 6. Arbitration

All differences arising out of this policy shall be determined by arbitration in accordance with the Arbitration Ordinance, Chapter 341, Laws of Hong Kong as amended from time to time. If the parties fail to agree upon the choice of arbitrators, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If we shall disclaim liability to the *insured person* for any claim hereunder and such claim shall not within twelve 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.

### 7. Recipient

If you die, we will indemnify your legal personal representatives for any liability you had previously incurred during the *period of insurance* provided that they comply with the terms of the policy.

### 8. Claims Procedures

- I. Upon learning of any circumstances likely to give rise to a claim you must
  - \* tell us as soon as reasonably possible and give us all the assistance we may reasonably require.
  - \* report the *damage* to the police as soon as reasonably possible if such *damage* is caused by theft or attempted theft or by riot of civil, labour or political disturbances or by vandals or malicious people.
  - \* as soon as reasonably possible send to us any writ or summons issued against you.
  - \* supply at your own expense full details of the claim in writing including any supporting evidence and information that we require within 30 days of the occurrence.
  - \* take action to minimize the *damage* and to avoid interruption or interference of the *business* and to prevent further *bodily injury* or *damage*.
- II. We 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.
- III. We shall have the right to settle a claim by:
  - \* cash payment.
  - \* reinstatement or replacement of the property lost or damaged.
  - \* repair of the property damaged.
- IV. If we decide upon reinstatement, replacement or repair we shall do so in a reasonable manner but not necessarily to its exact previous condition or appearance.
- V. We shall not spend on any one item more than its sum insured.
- VI. We shall have the right to the salvage of any insured property.
- VII. You must not admit, deny, negotiate or settle any claim without our written consent.

### 9. Other Insurance

If at the time of any claim there is any other policy covering the same property or occurrences insured by this policy, we shall be liable only for our proportionate share.

If any other such policy has a provision preventing it from contributing in like manner then our share of the claim shall be limited to the proportion that the sum insured bears to the value of the property insured.

### 10. Governing Law

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

## General Exclusions (applicable to all Sections -Unless specially specified)

This policy does not cover

1. any event arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military force or coup.
2. *damage* arising directly from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
3. any expense, consequential loss, legal liability or *damage* to any property directly or indirectly arising from :
  - \* ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel.
  - \* the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component.
4. any *damage* or liability arising from pollution, contamination or seepage.
5. HIV related illness including AIDS and/or any mutant derivatives or variations thereof however caused or named.
6. motor vehicles or other mechanically or electrically propelled vehicles or accessories licensed for road use.
7. software and data-related losses exclusion (applicable to Section 1 & 2)
  - 7.1 the insurance by this policy excludes any "Software Loss" except :
    - 7.1.1 "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.
    - 7.1.2 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 exclusion, electronic data, programme(s), computer software or operating system(s) programming instruction(s) and data are not tangible property.
  - 7.2 "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, expenses or liability resulting therefrom.  
"Software Loss" includes, but is not limited to, loss or damage resulting from any authorised or unauthorised access in, of 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.
  - 7.3 "Virus" means software, data or code that affects the operation of functionality of any computer, communications 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.
8. terrorism exclusion (applicable to all Sections except Section 4)
  - 8.1 we shall not be liable for loss, damage, death, injury, disablement, liabilities, costs or expenses of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with
    - 8.1.1 any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
    - 8.1.2 any action in controlling, preventing, suppressing, retaliating against or responding to any such act of terrorism.
  - 8.2 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 organisation(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
    - 8.2.1 involves violence against one or more persons; or
    - 8.2.2 involves *damage* to property; or
    - 8.2.3 endangers life other than that of the person committing the action; or
    - 8.2.4 creates a risk to the health or safety of the public or a section of the public; or
    - 8.2.5 is designed to interfere with or disrupt an electronic system.
  - 8.3 in any action, suit or other proceedings where we 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.
9. Electronic Recognition (applicable to all Sections except Section 4)
  - 9.1 (a) any accidental loss damage destruction consequential loss bodily injury expenses and/or liability whensoever occurring directly or indirectly proximately ancillary consequentially or remotely occasioned by contributed to by or traceable to or arising out of or in connection with any Computer System (as hereinafter defined) not Year 2000 compliant (as hereinafter defined), whether such Computer System belongs to you or not.
  - (b) any cost or expense howsoever or whensoever incurred for the correction conversion renovation rewriting or replacement of any Computer System, whether belonging to you or not, so as to render such Computer System Year 2000 Compliant (as hereinafter defined).
  - (c) any accidental loss damage destruction consequential loss bodily injury expenses and/or liability whensoever occurring directly or indirectly proximately ancillary consequentially or remotely occasioned by contributed to by or traceable to or arising out of or in connection with any correction conversion renovation rewriting or replacement or any attempt thereof of any Computer System (as hereinafter defined) whether belonging to you or not, so as to render or attempt to render such Computer System Year 2000 Compliant (as hereinafter defined)

But this will not exclude subsequent loss damage and/or destruction of property insured (except money and glass) which itself results from a Defined Peril (as hereinafter defined) otherwise covered by this policy.

"Defined Peril" will mean fire lighting explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal.

For the purpose of this General Exclusion:

- (1) a "Computer System" means any equipment installation system device and/or medium and any peripheral devices software firmware new releases updates translations compilations copies partial copies and modifications attached thereto (including microchips integrated circuits and other components and parts forming part thereof or forming part of such attached peripheral devices) for processing manipulating storing or retrieving data electronically and the expression "Computer System" also includes or refers to any hardware-and-software code commands and instructions programmed into or encoded in any part of or used in connection with the Computer System;
- (2) a "Computer System" is deemed "not being Year 2000 Compliant" if for any reason whatsoever it fails to or is not capable of correctly recognizing any date as its true calendar date or capturing saving or retaining and/or correctly manipulating interpreting or processing any data or information or command or instruction as a result of:
  - (i) treating any date otherwise than as its true calendar date; or
  - (ii) the operation of any command which has been programmed into any computer hardware or software, being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date.
  - (iii) the inability to transfer from one calendar day to the next calendar day
- (3) a Computer System is deemed "Year 2000 Compliant" for the purpose of paragraph 9.1 (a) (b) and (c) of this General Exclusion when it does not fall within the definition of "not being Year 2000 Compliant" set out above.

In any action suit or other proceedings where the *Company* allege that by reason of paragraph 9.1 (a) (b) or (c) of this General Exclusion any accidental loss damage destruction consequential loss bodily injury expenses and/or liability is not indemnifiable by this policy, the burden of proving that such any accident loss damage destruction consequential loss bodily injury expenses and/or liability is indemnifiable by this policy will be upon *you* or any other person claiming to be indemnified.

Where this General Exclusion is at variance with or inconsistent with any terms provision or conditions of the policy, this General Exclusion shall take precedence and shall prevail.

## 富舖保險計劃

本保單連同「附表」及嗣後發出之任何附帶批單應以整體文件形式一併閱讀，並且構成「閣下」與「本公司」之間的合約，而「閣下」填妥及提交「本公司」之蘇黎世「富舖保險計劃」投保表格及聲明乃本合約之依據。

「本公司」將於收訖「閣下」所繳之保費後，在「保險期」內為「閣下」提供「附表」內訂明各節之保障，惟「閣下」必須履行本保單所列出之所有條款與條件。

「閣下」於投保申請書內填報之資料如有任何更改，請盡早通知「本公司」，以免影響此保單之保障內容。

請細閱保單及「附表」內容。若其中所載未能符合「閣下」要求，敬請退回「本公司」。



## 詞彙解釋

本保單內某些詞彙有指定的含意，釋義已分別列明於下。為方便「閣下」在本文識別有關詞彙，特將此等詞彙全部加上引號。

### 「器材」

任何使用年數不超過十年而裝設在「物業」內的冷藏食品櫃、冷藏冰箱、冷藏室或冷藏庫。

### 「身體損傷」

損傷、病患、疾病、心理損傷或由上述引致的死亡。

### 「業務」

「附表」訂明的業務。

### 「財物」

所有在「閣下」店舖內的財產，包括傢俬、固定裝置、附屬裝置、租客裝修、商用機器及工具、電話系統、室內裝修、喉管、電線、窗簾、招牌燈箱及所有其他由「閣下」擁有或負責的店舖財物，但不包括手提電話、金錢及交易中的貨物。

### 「損毀」

投保財產因不可預見及突發的意外事故所招致之損失或毀壞或損毀。

### 「僱員」

「閣下」根據香港特別行政區僱員補償條例訂立僱用合約或在此合約下工作的任何人仕。

### 「自負額」

在保單中註明由「閣下」負責的金額。該金額可於任何受保「損毀」的賠償額中扣除。

### 「香港」

香港特別行政區境內。

### 「收入」

「閣下」在「物業」經營「業務」期間，為售賣與運送貨物及提供服務所收取的款項，但須扣除購買貨物的成本、送貨費、包裝費、運費、壞賬或折扣優惠。

### 「賠償期」

由「業務」受「損毀」影響開始於「損毀」發生後十二個月內的期限(或「本公司」以書面同意並訂明在「附表」的任何其他期限)。

### 「金錢」

所有關乎「業務」及屬於「閣下」的現金(鈔票及硬幣)、郵政本票、支票、銀行本票、匯票、郵票戳記機未用單位、郵票、儲稅票、信用卡交易發票、消費者贖回發票及「閣下」接受的贈券。

### 「保險期」

「附表」訂明之保險期間而該期間「本公司」已接受「閣下」支付在「附表」訂明之保費。

### 「永久完全傷殘」

完全及永久喪失執行常規工作或「閣下」的學識及訓練所能承擔的任何其他工作的能力，並於蒙受「身體損傷」當日起十二個月內經「本公司」證實並接納為「永久傷殘」。

### 「物業」

位於保單「附表」內訂明地點的建築物或其部分。

### 「附表」

隨附本保單並構成保單一部分的附表。

### 「存貨」

商業存貨，包括存放於「物業」內並由「閣下」擁有、受委託或合法保管的商品。

### 「暫時完全傷殘」

由註冊醫生證明「閣下」因完全傷殘而暫時失去任職現時工作的能力。

### 「租客裝修」

由「閣下」付款，在「閣下」佔用之「物業」進行的改良、更改或改善建築工程。

「我們」「我們的」「本公司」「保險公司」

蘇黎世保險。

「閣下」「閣下的」

「附表」上列為保戶的投保人或公司。

## 第一節：店舖「財物」及「存貨」

### 1.1 「財物」

在本保單承保範圍內的「損毀」發生後，「本公司」可選擇支付恢復原狀、維修或重置在「物業」內受損「財物」的費用，或安排重置或維修工作。

「本公司」將支付維修或重置「財物」的費用，以回復「財物」全新時的類似而非更佳之狀況。

倘若「閣下」並無維修或重置「財物」，「本公司」將扣除損耗額。

除非「本公司」在賠償前以書面通知另有更改，否則在支付任何賠償款項後，而「閣下」付上適當的額外保費，「本公司」將自動向「閣下」發出還原投保金額。

### 1.2 「存貨」

如本保單承保之「存貨」在「物業」內蒙受「損毀」，「本公司」將賠償「存貨」之發票價值。

除非「本公司」在賠償前以書面通知另有更改，否則在支付任何賠償款項後，而「閣下」付上適當的額外保費，「本公司」將自動向「閣下」發出還原投保金額。

## 第一節及第一節額外保額的不受保障項目

此節不承保下列項目：

1. 「金錢」、證券及其他可轉讓票據、藝術品、手錶、珠寶、皮草、貴重金屬、貴重寶石、各種旅遊票據、固定玻璃、廣告燈箱、「存貨」或「存貨」樣本(除非訂明為本保單承保項目則例外)或另外已購有保險的受保財物的「損毀」。
2. 盤點存貨時發現貨物神秘失蹤、無故遺失或短缺。
3. 因「閣下」或「閣下」之業務夥伴、董事或「僱員」之欺詐或不誠實行為引起的「損毀」(除非訂明為本保單承保項目則例外)。
4. 任何延誤、喪失市場、喪失用途或任何性質之後果「損毀」。
5. 由「閣下」或「閣下」之業務夥伴、董事或「僱員」惡意破壞引起或造成的「損毀」。
6. 因被任何公共機關命令沒收或充公財物的「損毀」。
7. 因磨耗或功能日漸衰退、嚼咬、抓扯、凹痕、削破、撕破、鼠類或害蟲的便溺、腐蝕、霉爛、發霉、霉菌、天氣環境、光線作用、任何發熱、吹乾、清潔、染色程序、更改、修理或錯誤使用導致的「損毀」。
8. 機械或電力故障或失靈引起的「損毀」，除非繼而發生火警則除外，但即使如此亦只承保因繼而發生火警引起的「損毀」。
9. 在連續三十天無人佔用之「物業」內「損毀」之財產。
10. 自動灑水系統或有關控制設備蒙受「損毀」(除非訂明為本保單承保項目則例外)。
11. 任何生物或植物。
12. 因盜竊引致任何財產損失或「損毀」，而該宗盜竊並非以暴力強行進入「物業」。
13. 因盜竊引致收銀機的「損毀」。
14. 除火災、閃電或爆炸之外(除非訂明豁免)，每宗賠償的首港幣 1,000 元。
15. 因任何原因導致之水災所引致的賠償，每宗賠償首港幣 1,000 元或其百分之十，以較高者為準。

## 第一節及第一節額外保障的條款

「本公司」在任何一段「保險期」就第一節的最高賠償額為「附表」所示金額。

此節之投保額受平均額的條款約束：

若在「損毀」發生時，投保額低於「業務」投保財產的價值，「本公司」同意支付的金額將按不足額保險的比例作出賠償。

### 1.3 第一節額外保障

#### 1.3.1 固定玻璃及舖面招牌燈箱

「本公司」將賠償：

- 在「物業」內屬於「閣下」或「閣下」在法律上需負責的窗、門、櫥窗、櫃檯及貨架鑲嵌的玻璃，包括鑲銀、刻字、彎曲、裝飾或其他特玻璃，因意外「損毀」的重置費用。
- 重置玻璃之前用木板封密的費用。
- 舖面招牌燈箱的「損毀」。

「本公司」在每宗事故的最高賠償額為港幣 5,000 元。

「本公司」在每一段「保險期」的最高賠償額為港幣 20,000 元。

### 1.3.1 項不受保障項目

此額外保障不承保下列項目：

1. 已破裂或刮花之玻璃。
2. 「物業」的修理或修改工程導致的「損毀」。

### 1.3.2 暫時遷離的「財物」

在香港境內將「財物」暫時搬離「物業」作清潔、裝修、修理或其他類似目的，期間之「損毀」，「本公司」將作出賠償。

「本公司」於每宗事故的最高賠償額為第一節的投保額之 15%。

### 1.3.2 項不受保障項目

此額外保障不承保下列項目：

1. 「財物」在戶外因暴風、水浸或颱風所引致的「損毀」。
2. 商業「存貨」。

### 1.3.3 個人隨身財物

「本公司」將支付「閣下」或「閣下」的董事、業務夥伴或「僱員」在「物業」內因第一節受保事項或處理「金錢」時遭受搶劫、行劫或其他暴力及刑事傷人事件而導致的衣物或隨身財物（不包括手提電話及金錢）之「損毀」。

「本公司」就每人或每宗事故將會支付的最高賠償額為港幣 3,000 元。

### 1.3.3 項不受保障項目

此額外保障不承保「金錢」或信用咭之「損毀」。

### 1.3.4 碎片清理

「本公司」將支付因第一節受保「財物」及「存貨」因第一節受保事故引起的「損毀」後之碎片清理費用。

「本公司」於每宗事故的最高賠償額為第一節投保額之 10%。

第 1.3.4 項不設「自負額」。

### 1.3.5 季節性投保額增幅

在「保險期」內的 11 月 1 日至 3 月 1 日四個月內或「本公司」以書面同意的任何期間，列於第一節 1.2 項「存貨」的投保額將自動增加 20%。

### 1.3.6 運送貨物

如「閣下」或「閣下」的「僱員」在「香港」任何地點接收或運送的貨物蒙受「損毀」，「本公司」將作出賠償。

「本公司」於每宗事故的最高賠償額為港幣 50,000 元。

### 1.3.6 項不受保障項目

此額外保障不承保在無人看守的車輛內遺失之貨物。

### 1.3.7 「金錢」

在「香港」境內經營之業務有關之「金錢」蒙受「損毀」，而所有「金錢」已存放在安全上鎖的夾萬、抽屜、保險庫或收銀機內；同時在「物業」無人看管時，所有夾萬、抽屜、保險庫或收銀機之鎖匙均已攜出「物業」以外，本公司將賠償「閣下」的損失。

「本公司」根據「物業」1.3.7 項支付之最高賠償為：

- I. 每宗在「物業」內發生的損失為港幣 30,000 元(劃線支票除外)。
- II. 每宗在運送途中的損失為港幣 30,000 元(劃線支票除外)。
- III. 每宗在僱主或指定「僱員」住所發生的損失為港幣 5,000 元(劃線支票除外)。
- IV. 每宗劃線支票的損失為港幣 500,000 元。

V. 每宗在「物業」內之收銀機的損失或「損毀」為港幣 3,000 元。

### 1.3.7 項之額外保障

#### 忠誠保障

「本公司」將根據以下條件賠償「閣下」因「僱員」欺詐或不誠實行為而導致的經濟損失：

- 一個或以上的指定「僱員」在「保險期」內犯上欺詐或不誠實行為。
- 此等行為必須在「保險期」內或保單期滿後 15 天內被發現。
- 此等行為必須在有關於「僱員」於死亡、解僱或僱員合約期滿後的 15 天內被揭發。
- 任何「閣下」應付予「僱員」的金錢將在賠償金額內扣除。
- 在發現欺詐或不誠實的行為後之 24 小時內向警方報告。
- 在發現欺詐或不誠實的行為後之 7 日內向「本公司」報告。

「本公司」就每宗事故的最高賠償額為港幣 30,000 元。

第 1.3.7 項不設「自負額」。

#### 1.3.7 項不受保障項目

此額外保障不包括下列項目：

1. 在無人看守的車輛內之「損毀」。
2. 任何因會計錯漏、疏忽或貶值而引起之任何短缺。
3. 「香港」境外任何詐騙或不誠實行為。
4. 「香港」境外任何損失。
5. 被人以鎖匙、複製鎖匙或密碼組合開啓火萬、保險庫或其他可上鎖的設計而導致的「損毀」，除非不法之徒以暴力或威脅使用暴力而取得有關鎖匙或密碼組合則例外。
6. 任何性質的後果損失。
7. 任何其他保險承保之「損毀」。
8. 因盜竊引致金錢或收銀機的「損毀」，而該宗盜竊並不涉及使用強行或暴力手段。

### 1.3.8. 人身意外

如「閣下」或「閣下」的董事、業務夥伴或「僱員」因「業務」關係身處「物業」而遭逢火警、爆炸、搶劫、行劫或其他暴力及刑事傷人襲擊，並於事後十二個月內蒙受「身體損傷」，「本公司」將支付保障表列明的賠償金額：

#### 1.3.8 項的保障表

保障項目	保障額（任何一宗事故）
1. 死亡	港幣 50,000 元
2. 完全喪失單肢或多肢或喪失肢體功能	港幣 50,000 元
3. 完全喪失單眼或雙眼視力	港幣 50,000 元
4. 「永久完全傷殘」，即永久喪失任職或從事現任業務的能力	港幣 50,000 元
5. 「暫時完全傷殘」，即暫時喪失任職或從事現任業務的能力	每星期港幣 250 元，最高可達 104 星期

#### 1.3.8 項的條款

「本公司」不會就同一個人在同一宗事故支付超過一次賠償。若已支付第 1、2、3 或 4 項賠償，第 5 項賠償便會隨即失效。

第 1.3.8 項不設「自負額」。

### 1.3.9 冷藏食品

「本公司」將支付因以下事故引致溫度變化而令放在任何「器材」內的冷藏食品遭受「損毀」：

- 「器材」發生機械或電力故障。
- 電力供應公司設於「物業」的公共供電終端意外失靈。

「本公司」於每宗事故的最高賠償額為港幣 10,000 元。

### 1.3.9 項不受保障項目

此額外保障不承保下列項目：

1. 「閣下」或任何「閣下」之「僱員」蓄意疏忽導致的「損毀」。
2. 因供電公司的蓄意行為導致公共供電停頓所引起的「損毀」。
3. 意外發生後四十八小時內蒙受的「損毀」。
4. 任何使用年數超過 10 年的「器材」。

### 1.4.0 額外運作支出

如「物業」發生任何第一節承保之「損毀」事件，「本公司」將賠償因避免或減低「業務」中斷或受干擾而招致之額外及合理開支，最長賠償期為「損毀」發生日起計三個月。

在「保險期」內，「本公司」支付的最高賠償額為「附表」所列第一節 1.1 項投保額之 200%或港幣 500,000 元，以較低者為準。

#### 關於 1.4.0 項之會計師費用

如「本公司」同意支付 1.4.0 項之索償，則會另付「本公司」就處理索償所要求編製資料的專業會計師費用。

「本公司」於每宗事故的最高賠償額為港幣 20,000 元。

### 1.4.0 項不受保障項目

本額外保障不包括以下項目：

1. 任何超出理應招致的「收入」縮減額的開支。
2. 第二節保障範圍內之任何其他開支。

第 1.4.0 項不設「自負額」。

## 第二節：「業務」中斷

第二節只適用於在「附表」已列明生效之保單。

### 2.1 收入損失

倘若：

- 2.1.1 「物業」內之「財物」及/或「存貨」因第一節受保事故而導致「損毀」，並且已遵照本保單付款或承認責任；
- 2.1.2 「物業」附近之財產遭受「損毀」而導致對該「物業」的使用造成阻礙；
- 2.1.3 供應公司設於「物業」的公共供應終端因第一節受保事故引起「損毀」導致失靈，惟不包括供應公司的蓄意行為導致的公共供應停頓。

「本公司」將作出以下賠償：

1. 「閣下」在「賠償期」內如無發生「損毀」理應獲得的「收入」與在上述期間「閣下」實際所得「收入」的差額。
2. 「閣下」因盡量減低「收入」損失而招致的必要及合理「業務」開支，但這些開支不可超出理應招致的「收入」縮減額。
3. 專業會計師為「閣下」應「本公司」要求為本節索償而編製詳細資料所收取的合理費用，每宗事故的最高賠償額為港幣 20,000 元。

### 第二節不受保障項目

此節不承保下列項目：

1. 本地政府機關因「物業」任何缺損而關閉「物業」。除非有關之缺損是本保單第一節受保「損毀」所引致，則屬例外。
2. 不在第一節保障範圍內的受保「損毀」所引致的損失。

### 第二節的特別條款

1. 「本公司」就本節 2.1.1 項的每宗事故最高賠償為「附表」所列金額。  
「本公司」就本節 2.1.2 項的每宗事故最高賠償為「附表」所列 2.1.1 項金額的 5%。  
「本公司」就本節 2.1.3 項的每宗事故最高賠償為「附表」所列 2.1.1 項金額的 5%。  
「本公司」就本節的每宗事故總賠償為「附表」所列金額。

本節賠償額將受平均額約束：

若在「損毀」發生時，投保額低於「業務」所賺取的全年收入，「本公司」同意支付的金額將按不足額保險的比例作出賠償。

3. 倘若損失或「損毀」已在第一節 1.4.0 項中獲得賠償，「本公司」將不再賠償本節的任何損失或「損毀」。  
「本公司」將不賠償本節 2.1.2 項於「業務」中斷後 24 小時內的任何損失或「損毀」。  
「本公司」將不賠償本節 2.1.3 項於「業務」中斷後 24 小時內的任何損失或「損毀」。
4. 於計算應付賠償額時，「本公司」將會考慮：
  - 曾否因「損毀」而停止或減少從「收入」支付「業務」開支，以致節省金錢。
  - 「閣下」在其他地點經營「業務」所賺取的任何「收入」。

### 第三節：公眾責任

#### 3.1 第三者責任

「本公司」將支付「閣下」在「香港」於「保險期」內因「業務」關係發生意外引致任何人士蒙受「身體損傷」或財物「損毀」而根據法律規定須負責賠償的款項。

「本公司」就每宗事故索償的最高賠償額為港幣 10,000,000 元，這已包括「本公司」書面上同意之其他費用及開支。

#### 第三節及第三節額外保障的不受保障項目

A) 此節不承保因下列事項直接或間接引致的責任：

1. 任何「僱員」、董事或業務夥伴受僱於「閣下」期間因「業務」蒙受「身體損傷」。
2. 任何戶外職務，但任何董事、業務夥伴或「僱員」擔任的商務談判活動或海外公幹或特別訂明在本保單的承保活動則除外。
3. 任何由「閣下」提供、執行或疏忽處理的意見、檢驗、處方或治療。
4. 由「閣下」售出、供應、修理、恢復、租用或管理的任何貨物，但不再由「閣下」擁有或控制。
5. 因「業務」關係由「閣下」更換、恢復、糾正、收回或擔保任何已售出、供應、修理或保養貨物的性能所招致的費用。
6. 「閣下」租用、租賃、租借、借用的財產或「閣下」、「閣下」的董事、「業務」夥伴或「僱員」管理、保管或控制下的財產。
7. 罰款、刑罰、懲罰性或清盤時或警戒性的財物「損毀」賠償。
8. 任何合同或協議內的責任。
9. 「閣下」或任何代表「閣下」擁有、佔用或使用任何機械驅動車輛或附設拖車或任何用作海陸空運輸的工具所引致的責任。
10. 任何由其他保單保障之行為或漏作行為。
11. a) 任何電腦編碼、程式或其他數據之傳送。  
b) 未經授權下擷取或登入任何資料。
12. 侵害計劃、版權、專利、商標或已註冊設計或其他知識產權。
13. 任何方式的人體移植。
14. 尿素甲醛；多氯聯苯；8-羥基 喹啉衍生物；避孕藥；煙草製品；疫苗；己烯雌酚(口服雌激素)；RU486 早期墮胎藥及其他墮胎藥物。
15. 由「閣下」或任何「閣下」的董事、「業務」夥伴或「僱員」誹謗或詆毀。

B) 電磁磁場或電磁干擾

此節不承保任何形式直接或間接因電磁磁場或電磁干擾所引起或引致之任何性質責任之賠償。

C) 石棉

此節不承保任何形式直接或間接因石棉、石棉產品或任何含有石棉之產品所引起或引致之任何性質責任之賠償。

D) 基因改造生物

此節不承保任何形式直接或間接因基因改造生物所引起或引致之任何性質責任之賠償。

於本不承保條款，基因改造生物之定義為：

生物(指任何存活或有能力複製或自製生物或分子單位之生物，包括但不限於動物、植物、微生物、細胞、細胞培育菌或細胞器；以及不能進行自我繁殖的生物單位，包括但不限於病毒、類病毒、不育的馴養動物及不能單以植物繁殖或不育的培養植物和其種子)或其前體或其部份接受基因工程程序後出現基因變異，而此基因變異並非由傳統繁殖方法或自然基因重組所造成。

E) 此節不保障：

- a) 每宗財產「損毀」索償的首港幣 1,000 元(下列'b'項則除外)。
- b) 每宗財產因水災引致的「損毀」索償的首港幣 1,000 元或其百分之十，以較高者為準。

### 第三節的額外保障

#### 3.1 海外公幹

如通常居於香港的「閣下」、「閣下」的業務夥伴、董事或「僱員」因「業務」關係於「保險期」內偶然到海外旅遊時因意外導致任何人士「身體損傷」或任何財產「損毀」，以致需承擔賠償之法律責任，「本公司」將作出賠償。

「本公司」就每宗事故索償的最高賠償額為港幣 5,000,000 元，這已包括「本公司」書面上同意之其他費用及開支。

#### 3.2 董事、業務夥伴或僱員賠償

「本公司」將支付任何「閣下」的董事、業務夥伴或「僱員」以「閣下」名義於「閣下」受僱期間涉及的責任賠償，惟上述人士遭索償情況將以如同「閣下」本人肇事的情況處理，並須符合保單條款及規定。

「本公司」就每宗事故索償的最高賠償額為港幣 5,000,000 元，這已包括「本公司」書面上同意之其他費用及開支。

#### 3.3 租戶責任

「本公司」將支付「閣下」作為租戶在「保險期」因「業務」關係對「物業」或業主的裝置及設備造成「損毀」的法律責任賠償，而此等「損毀」的起因必須是第一節不受保項目以外之事故。

「本公司」就每宗事故索償的最高賠償額為港幣 5,000,000 元，這已包括「本公司」在書面上同意之其他費用及開支。

#### 3.4 食物及飲品

「本公司」將支付「閣下」在「物業」內因「業務」關係免費供應的食物或飲品直接引致他人「身體損傷」的法律賠償責任。

「本公司」就每宗事故索償的最高賠償額為港幣 5,000,000 元，這已包括「本公司」在書面同意之其他費用及開支。

### 第三節及第三節額外保障的特別條款

「本公司」就本節每項事故的最高賠償額為港幣 10,000,000 元，這已包括「本公司」在書面同意之其他費用及開支。



## 第四節：「僱員」賠償

第四節只適用於在「附表」已列明生效之保單。

### 4.1 「僱員」賠償

「僱員」賠償根據在保單開始或其後續保時之普通法及僱員賠償條例，如「閣下」的「僱員」因「業務」關係在工作過程中導致「身體損傷」，僱主需要為「僱員」承擔法律責任，「本公司」將賠償法律責任及訴訟費用。

除非在「附表」中特別訂明上限，「本公司」於每宗事故的最高賠償額為港幣 100,000,000 元，這已包括各有關人士招致的其他費用及開支。

### 第四節不受保障項目

此節不承保下列項目：

1. 「閣下」對承辦商僱員承擔的法律責任。
2. 「閣下」對任何按香港特別行政區僱員賠償條例闡釋並非「僱員」的人士之法律責任。
3. 任何合同或協議內的責任。
4. 因肺塵埃沉着病或噪音所引致之失聰之責任《噪音引致之失聰須與職業性失聰（賠償）條例內的定義相同（香港特別行政區法例第 469 章）。肺塵埃沉着病須與肺塵埃沉着病（賠償）條例內的定義相同（香港特別行政區法例第 360 章）》。
5. 「閣下」可能有責任支付的罰款或遲繳付款罰款。
6. 任何由於現已存在、開採、處理、加工、製造、售賣、分銷、貯存或使用石棉及/或含有石棉成份的產品而引致的責任。

### 4.2 條例修訂

如僱員賠償條例有任何修改，「本公司」在此節的賠償責任仍會繼續生效，但金額則限於條例未修訂前的承保金額。

### 4.3 豁免某些條款及追討權

如法律規定「本公司」支付任何本節並無訂明支付的款項，「閣下」必須向「本公司」償還有關款項。

## 第四節之特別條款

### 保費

「本公司」接受的首期保費及以後所有續訂保單保費均需根據「閣下」於「保險期」付予於「僱員」的薪金及工資及其他收入計算。每名僱員的姓名及薪金、工資及其他收入總金額必須妥為紀錄。「閣下」時刻均需允許「本公司」查閱此等紀錄，並且在「保險期」屆滿後一個月內向「本公司」提供於「保險期」內薪金、工資及其他收入的正確付款賬目。如已付金額與已付出保費不符，「閣下」需按比例向「本公司」支付額外保費，又或由「本公司」按比例退還溢額（兩者視乎情況而定）。

### 賠償上限

- a. 如投保人就任何意外或疾病遭索償，而該等索償又在本保單保障範圍之內，於同一次意外或疾病中，無論蒙受「身體損傷」或死亡的「僱員」人數多寡，「本公司」將賠償投保人和為投保人代支訴訟費和開支，惟此項賠償必須獲得「本公司」書面同意，上限為港幣 100,000,000 元或保單另外訂明的上限。
- b. 如「僱員」因受僱的工作性質染病而患病超過一個「保險期」，則：
  - (i) 「本公司」於所有保單中給予投保人的總賠償，包括投保人和為投保人代支的訴訟費和開支，將不會超過該份已生效並保障「僱員」因受僱的工作性質染病而又受該病影響的保單的最高賠償上限；和
  - (ii) 除以上(b)(i)點外，「本公司」給予投保人的賠償，包括投保人和為投保人代支的訴訟費和開支，均不會超過本保單「保險期」間「僱員」受聘期比對自染病開始的全段僱用期的責任。
- c. 倘若超過一名投保人就任何意外或疾病向「本公司」索償，本公司將根據以上(a)及(b)點的賠償條款賠償所有投保人，惟所有投保人之賠償總額將不超過本保單的賠償上限。
- d. 如投保人於意外或疾病發生後的任何時間內遭索償，而本保單亦已提供有關保障，「本公司」將賠償投保人以上(a)或(b)點（扣除一切已賠償的款項）的全數；或一個「本公司」認可的較低賠償。若「本公司」選擇賠償受保人較低的賠償，則「本公司」將終止一切抗辯、授產安排或訴訟，並且不再負責支付任何賠償、損害賠償、訴訟費。「本公司」亦不會賠償於「本公司」終止一切抗辯時疏忽或就有關事宜為投保人帶來的損失、損害和支出。

## 恐怖活動賠償條款

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

- a. 保單的賠償上限將為「本公司」接獲中華人民共和國香港特別行政區政府（「政府」）的實際款項，即根據政府與「本公司」在 2003 年 11 月 20 日訂立的融資協議條文，政府同意向「本公司」及其他獲授權在香港從事僱員賠償承保業務的其他直接保險公司作出的融資額，以便按僱員賠償保險保單，就恐怖活動事件所造成的死亡及受傷事故作出賠償（「融資協議」）；
- b. 「本公司」只會於接獲政府發出(i)批准通知書，確認「本公司」應作出有關賠償；及(ii)收到政府根據融資協議所支付的賠款後，始須支付賠償；及
- c. 為免生疑問，若「本公司」因任何原因而沒有接獲政府根據融資協議作出的款項，無論這是否因政府認為傷亡並不納入融資協議的賠償範圍之內，或因「本公司」違反融資協議，或傷亡屬除外條款，或屬其他根據融資協議毋須作出賠償的情況，或融資協議在融資額結餘耗盡時停止或政府終止融資協議。

就上述目的而言，恐怖活動指任何一名或多名人土因政治、宗教或意識形態目的而單獨、代表或聯同任何組織或政府使用武力、暴力、其他手段或威嚇，以企圖影響任何政府及 / 或引致公眾或部分公眾產生恐慌。

若「本公司」宣稱傷亡並不在本款項的保障範圍之內，提出任何相反舉證的責任須由受保人承擔。

倘若本款項的任何部分被視為無效或無法執行，其餘部分將仍具十足效力及生效。

本款項的字句與保單的字句意思相同。

## 第四節附加保障項目

以下附加保障項目只適用在「附表」已列明生效之保障項目：

### E.3) 非體力勞動僱員商務旅程的全球保障

在繳交附加保費的情況下，倘若任何經常在香港獲「閣下」委任工作的行政人員、經理級或銷售人員在海外及 / 或中國因該工作關係引致「身體損傷」，本節將可提供保障予該些人士。

但須符合以下各項：

- 1) 此保障不適用於國外執行體力勞動的工作。
- 2) 「閣下」僱員在受僱期間於香港境外工作時意外受傷或染病，「本公司」將按在香港意外受傷或染病的情況賠償閣下。

除了此附加保障項目所修改的條款外，本保單的其他條款、細則及除外條款均適用。

### E.4) 商務旅程的全球保障

在繳交附加保費的情況下，倘若任何經常在香港獲「閣下」委任工作的員工在海外及 / 或中國因該工作關係引致身體損傷，本節將可提供保障予該些人士。

但須符合以下各項：

- 1) 此保障不適用於國外執行體力勞動的工作。
- 2) 閣下僱員在受僱期間於香港境外工作時意外受傷或染病，「本公司」將按在香港意外受傷或染病的情況賠償閣下。

除了此附加保障項目所修改的條款外，本保單的其他條款、細則及除外條款均適用。

## 一般條款

### 1. 預防措施

「閣下」必須採取所有合理行動保障財產，從而防止意外、「身體損傷」或「損毀」。

### 2. 轉變風險

本保單開始生效後，如有或會提高「身體損傷」或「損毀」風險的事態變化，「閣下」必須通知「本公司」。

### 3. 虛報資料

如「閣下」或任何代表「閣下」的人士根據本保單提出明知為虛假的索償，「本公司」不會作出賠償，並會撤銷本保單訂明的所有保障。

### 4. 取消保單

「本公司」有權向「閣下」發出 30 天事前書面通知，並以掛號郵件方式寄往「閣下」最後登記地址，通知「閣下」取消本保單或任何章節或部分。「本公司」將從保單取消日起按比例退還尚未屆滿期限的保費。

「閣下」可隨時向「本公司」發出書面通知取消本保單。「本公司」將保留保單生效期間的短期比例保費。

### 5. 指控權

「本公司」有權

- 在支付賠償前後履行「閣下」對其他人士的指控仲裁權。並可以「閣下」名義強制執行這些權利；
- 代為處理或抗辯他人對「閣下」提出的索償請求。

### 6. 仲裁

由本保單引起的所有爭議，將按照現行之仲裁條例（香港法例第 341 章）及不時生效的修訂本規定進行裁決。如雙方未能就仲裁人或仲裁公證人之人選達成共識，則由香港國際仲裁中心現任主席作出決定。保單已明確規定一項先決條件，「閣下」必須待至仲裁作出裁決，方可就本保單行使任何權利或展開訴訟。如「閣下」依據本保單提出任何索償，而「本公司」拒絕對受保人承責，惟「閣下」並未於「本公司」作出免責聲明後十二個月內依照本文規定將索償事件交由仲裁人處理，則會被視為放棄索償，今後不得再根據本保單追討賠償。

### 7. 合法代表

如「閣下」身故，「本公司」將依照「閣下」在「保險期」內已招致的任何責任為「閣下」的合法個人代表提供賠償，但有關合法個人代表必須遵守本保單的條款規定。

### 8. 索償程序

I. 「閣下」獲悉任何可能導致索償之事件，必須：

- 儘快通知「本公司」，並提供「本公司」合理要求之協助；
- 如「損毀」乃盜竊、暴亂或內亂、勞工或政治動亂或遭他人蓄意或惡意破壞所致，則儘快報警；
- 於情況許可下儘早向「本公司」提供「閣下」接獲之傳票或告票；
- 於事件發生後三十天內自費提供索償之書面詳情，包括「本公司」需要之任何支持證據及資料；
- 採取行動盡量減輕「損毀」，以及避免「業務」中斷或受阻，防止再發生其他「身體損傷」或「損毀」事件。

II. 「本公司」有權進入發生損失或「損毀」的「物業」，並提取及保管任何受保「財物」。

III. 「本公司」有權採用下列方法辦理索償：

- 現金付款；
- 恢復或更換所損失或「損毀」之財產；
- 修理「損毀」財產。

IV. 如「本公司」決定恢復、更換或修理「財物」，將以合理為原則，而毋須確保「財物」絕對恢復原貌或原來狀態。

V. 「本公司」就任何一項賠償，不會超過其投保額。

VI. 「本公司」有權取得受保財物的剩餘價值。

VII. 未經「本公司」發出書面同意，「閣下」不可承認、否認、談判或解決任何索償。

### 9. 其他保險

如「閣下」提出任何索償時另已為有關「財物」或事故投購其他保險，「本公司」只會按比例作出賠償。

如其他保單之條文訂明不可如上按比例作出賠償，則「本公司」之賠償額為「閣下」投保額佔受保財產價值的比例。

### 10. 管轄法律

本保單須遵從香港特別行政區的專有司法裁判權，並按香港特別行政區法律詮釋。

## 一般不承保事項(各節適用 - 除特別說明外)

本保單不承保以下事項:

1. 戰爭、侵略、外敵行動、敵意行動(不論曾正式宣戰與否)、內戰、叛亂、革命、反叛、軍事或篡權行動引起的任何事件。
2. 直接由飛機或其他飛行儀器以音速或超音速飛行時產生的氣壓而引致的「損毀」。
3. 直接及間接因以下事故招致的任何開支、後果損失、法律責任或財產「損毀」:
  - 任何核子燃料或核子燃料燃燒後所產生之核子廢料所引致之電離子輻射或放射性污染;
  - 任何核子機組或核子元件的放射性、毒性、爆炸性物質或其他危險物質。
4. 污染、沾污或滲漏引致的「損毀」或責任。
5. 人體免疫力衰弱病毒(HIV)及有關疾病,包括愛滋病(AIDS)及/或其不論如何引起或如何定名之變種、衍生或變故病體。
6. 已領得陸上牌照之汽車,或其他機械或電力驅動之運輸工具或附件。
7. 軟件損失(適用於第一及第二節)
  - 7.1 此保單提供之保障並不包括任何軟件損失,下列除外:
    - 7.1.1 因傳送、處理或儲存程式、電腦軟件或操作系統、程式指示或資料等設備、硬件、媒體或裝置受到直接的表面損耗或表面損壞而引致的軟件損失。  
因軟件損失引致火災或爆炸,導致有形財物受到直接的表面損耗或表面損壞。根據此不保事項之目的,電子數據、程式、電腦軟件或操作系統、程式指示或資料並不屬於有形財物。
    - 7.1.2 軟件損失乃指因故障、損失、刪除、錯誤使用、電腦病毒、刪除或誤用或任何運作上的損失、功能下降而產生或引致任何程式、電腦軟件或操作系統、程式指示或資料之缺失或損壞所引致之成本、費用或責任。
  - 7.2 軟件損失包括但並不限於,因授權或未獲授權登入任何電腦、通訊系統、檔案伺服器、網絡系統設備、電腦系統、電腦硬件、資料處理設備、電腦記憶體、微形晶片、微處理器(電腦晶片)、整合電路或在電腦設備、任何程式、電腦軟件或操作系統、程式指示或資料等類似裝置引致的損失或損壞。
  - 7.3 電腦病毒乃指可以影響任何電腦、通訊系統、檔案伺服器、網絡系統設備、電腦系統、電腦硬件、資料處理設備、電腦記憶體、微形晶片、微處理器(電腦晶片)、整合電路或在電腦設備、程式、電腦軟件或操作系統、程式指示或資料等類似裝置之運作或功能的電腦軟件、資料或編碼,但不限於任何破壞性的程式、電腦密碼、電腦病毒、網絡蠕蟲程式、邏輯炸彈、服務受襲拒絕、倍增型攻擊、惡意破壞、木馬型病毒或任何其他介入任何電子系統引致的刪除、破壞、降級、誤用、故障或與資料、軟件或電子商業系統兼容。
8. 恐怖活動(各節適用 - 除第四節外)
  - 8.1 「本公司」並不負責任何直接或間接因以下事件或以下事件相連而引致的損失、「損毀」、死亡、損傷、殘廢、責任或任何費用:
    - 8.1.1 任何恐怖活動、不論任何其他原因或事件同時或接連引起該損失;
    - 8.1.2 或因任何行動去抑制、防止、鎮壓、報復或回應該恐怖活動。
  - 8.2 為配合此不保事項,恐怖活動包括任何人或團體不論合法與否獨自行動或代表任何組織或政府,為達到政治、宗教、意識或類似目的包括不論合法與否意圖影響任何國家、政治部門,由此而威脅公眾或任何國家的部份公眾的行為、準備或恐嚇行動包括:
    - 8.2.1 涉及以暴力對待一人或多人;或
    - 8.2.2 涉及財物「損毀」;或
    - 8.2.3 危害生命但不包括執行行動的人;或
    - 8.2.4 對健康或公眾或部份公眾的安全製造風險;或
    - 8.2.5 設計去干擾或破壞某電子系統。
  - 8.3 如有任何行動或訴訟關於「本公司」引用此條款而不負責任何損失或「損毀」,「閣下」需自行負責提供證據證明該損失或「損毀」是受保範圍之列。
9. 確認電子日期(各節適用 - 除第四節外)
  - 9.1(a) 不論於何時發生、直接或間接近似、從屬、間接或絕少由於、歸因於、源於或有關於任何電腦系統(根據下文詮釋)而非2000年兼容能力(根據下文詮釋)或由此所致或促成之任何意外損失、損壞、損毀、災後損失、身體損傷、開支及/或責任,不論該電腦系統是否屬於「閣下」亦然。
  - (b) 以任何方式於任何時間因更正、轉換、修復、重編或更換任何電腦系統(不論該電腦系統屬「閣下」與否亦然),以讓該電腦系統符合2000年兼容能力審核(根據下文詮釋)所招致之任何費用或開支。

- (c) 於任何時間發生，直接或間接近似、從屬、間接或絕少由於、歸因於、源於或有關於更正、轉換、修復、重編、更換或圖更正、轉換、修復、重編、更換任何電腦系統(根據下文詮釋)，以讓或企圖讓該電腦系統符合 2000 年兼容能力審核(根據下文詮釋)，或由此所致或促成之任何意外損失、損壞、損毀、間接損失、身體損傷、開支及/或責任，不論該電腦系統屬閣下」與否亦然。

惟任何承保財物在本保單承保的指定風險事件(根據下文詮釋)招致損失、損壞及/或損毀(金錢及玻璃除外)，則本公司將作出賠償。

指定風險事件：指火災、雷電、爆炸、飛機或其他飛行裝置或由空中下墜之物品、騷亂、平民暴亂、工人罷工、停工、參加勞資暴亂的人士、含惡意的人士、地震、風暴、水災、任何水缸裝置或水管漏水或任何道路汽車或動物撞擊。

茲以本一般不承保事項而言：

- (1) 「電腦系統」指任何設施、裝設、系統、裝置及/或媒體及任何周邊裝置、軟件、硬件、新訂版本、更新、翻譯、編纂、副本、部分副本及修訂本(包括組成該部分或組成該附從周邊裝置部分之微型晶片、集成電路及其他元件及零件)，以處理、操作、儲存或檢取電子數據及「電腦系統」的資料，包括或指電腦系統任何部分中編製或編碼或電腦系統使用之任何硬件及軟件、密碼、指令及指示。
- (2) 倘電腦系統因任何原因無法或不能正確地確認任何曆日為其真實曆日或記錄、儲存或保留及/或正確地操作、詮釋或處理任何數據、資料、指令或指示，以致出現下列結果，「電腦系統」即被視為「未符合 2000 年兼容能力審核」：
  - (i) 被確定為非電腦系統真實曆日之任何曆日數據；或
  - (ii) 操作已編入任何電腦硬件或軟件之任何指令，以致損失數據或無法記錄、儲存、保留或正確地處理任何日期當天或之後的有關數據。
  - (iii) 無法將一個曆日轉換至下一個曆日。
- (3) 倘電腦系統並非符合上述「未符合 2000 年兼容能力審核」詮釋，則會根據本一般不承保事項第 9.1(a)、(b)及(c)節被視為「符合 2000 年兼容能力審核」。

本保單不會賠償本公司就本一般不承保事項第 9.1(a)、(b)或(c)節提出的任何法律行動、訴訟或其他法律程序招致之任何意外損失、損壞、損毀、災後損失、身體損傷、開支及/或責任，惟如證明本保單須賠償任何有關意外損失、損壞、損毀、間接損失、身體損傷、開支及/或責任之舉證責任，則由「閣下」或任何索償人士承擔。

本一般不承保事項倘與本保單任何條款、條文或條件有差異或不同，本一般不承保事項可獲優先處理並以此作依歸。

此乃中文譯本，僅供參考之用。若與英文版有異，概以英文版本為準。

