



**Liberty**  
**Insurance™**



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Thank you for considering Sun Flower to be one of your selected intermediaries.  
We are pleased to get in touch should you have any enquiry regarding the captioned insurance.

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## **FIRE POLICY**

Please read this policy carefully and have it returned immediately, but no later than 14 days from its date of issue, for amendment of any error and/or mis-description; otherwise this policy will be treated as correct and intended. It is emphasized that any non-disclosure and/or mis-representation deliberate or negligent of a material fact to the proposal of this insurance and/or breach of any warranty or condition(s) of this policy will render this policy voidable.

請小心查閱此保單，如有任何錯漏，請即於出保單日後十四天內擲回更正為荷，否則此保單被視為正確無誤，更鄭重聲明對此保單所提供之一切資料，如有任何隱瞞或錯失之錯誤表達者或違反此保單之規條或章則者，會導致此保單無效。



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

**THE COMPANY AGREES** (subject to the terms exceptions and conditions contained herein or endorsed or otherwise expressed hereon which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the rights of the Insured to recover hereunder) that if the Property Insured at the Location of Risks 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 Company shall have accepted the premium required for the renewal of this Policy, the Company will pay to the Insured the value of the Property Insured at the time of the happening of its loss or destruction or the amount of such damage or at the Company's option reinstate or replace such Property or any part thereof

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

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

## EXCEPTIONS

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

1. Damage occasioned by or through or in consequence of, directly or indirectly, any of the following:
  - (a) fire or explosion resulting from earthquake, volcanic eruption or other convulsion of nature;
  - (b) the Property Insured's own spontaneous fermentation or heating;
  - (c) the Property Insured undergoing any process involving the application of heat;
  - (d) burning whether accidental or otherwise of forests, bush, prairie, pampas or jungle, and the clearing of lands by fire;
  - (e) the burning of property by order of any public authority;
  - (f) riot, civil commotion, strikers or locked-out workers;
  - (g) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war;
  - (h) 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;
  - (i) any nuclear weapons material;
  - (j) ionising 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;
  - (k) pollution or contamination not resulting from an insured peril;
  - (l) theft during or after the occurrence of a fire;
  - (m) explosion other than of boilers or gas used for domestic purposes only.
2. 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);
3. 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;
4. 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;
5. consequential loss or damage of any kind or description.

## CONDITIONS

### 1. Identification

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

### 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 Company 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 Company in writing before the occurrence of any Damage, the insurance ceases to attach regarding the Property affected under any of the following circumstances:

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

### 5. Cancellation

This Policy may be cancelled at any time:

- (a) by the Insured on notice to that effect being given in writing to the Company, in which case the Company will retain the customary short period rate for the time the Policy has been in force;
- (b) by the Company on 7 days' advance notice to that effect being given in writing to the Insured's last known address, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

### 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:

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

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



## 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 Company in the exercise of its rights;
- (e) in respect of any claim made and rejected if an action or suit be not commence 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 Company and any person authorised by the Company may without hereby incurring any liability or diminishing any of the Company's rights under this Policy:
  - (i) enter take or keep possession of the premises where such Damage has occurred;
  - (ii) take possession of or require to be delivered to the Company any Property Insured and deal with such Property for all reasonable purposes and in any reasonable manner;
- (b) no Property may be abandoned to the Company whether taken possession of by the Company or not.

## 10. Option to Reinstat

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

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

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

## 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 Company hereunder shall be limited to its rateable proportion of such Damage.

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

## 13. Subrogation

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

## 14. Arbitration

If any difference shall arise as to the amount to be paid under this Policy such difference shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance. If the parties fail to agree upon the choice of arbitrators or umpires, then the choice shall be referred to the Chairman for the time being of the Hongkong International Arbitration Centre. It is hereby 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.



UNLESS EXPRESSLY MENTIONED IN THE POLICY SCHEDULE HERETO THE CLAUSES ENUMERATED BELOW FORM NO PART OF THE TERMS AND CONDITIONS OF THIS POLICY

**A.7 Foundations Exclusion**

The insurance on Building excludes that part of any building below the level of the upper surface of its lowest floor.

**A.8 Electrical Installations**

The Company will not be liable for loss of or damage to any Electrical Plant, Apparatus or Installation caused by its own over-running, excessive pressure, short circuiting or self heating.

**A.9 Electrical Installations (Lightning)**

The Company will not be liable for loss of or damage, other than that caused by Lightning, to any Electrical Plant, Apparatus or Installation caused by its own over-running, excessive pressure, short circuiting or self heating.

**A.10 Electrical Installations (Fire or Lightning)**

The Company will not be liable for loss of or damage, other than that caused by Fire or Lightning, to any Electrical Plant, Apparatus or Installation caused by its own over-running, excessive pressure, short circuiting or self heating.

**A.11 Lien Clause**

Loss, if any, payable under this policy to the Lien Holder/s named in the Schedule of the Policy as their interest may appear, whose receipt will be a valid discharge.

**A.12 Mortgagee/Non-Occupying Landlord Clause**

It is hereby declared and agreed that this insurance shall not be invalidated by any change of occupancy or increase of risk taking place in the property without the knowledge of the Insured, provided that he shall immediately, on the same coming to his knowledge, give notice thereof to the Company and pay any additional premium which may be required from the date of such increase of risk.

**A.13 Mortgagee Clause**

Loss, if any, under this policy shall be payable to the Mortgagee(s) or Assignee(s) of mortgagee interest to the extent of their interests.

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

And it is further agreed that whenever the Company shall pay the Mortgagees or said Assignees any sum for loss or damage under this policy, and shall claim that as to the Mortgagor or Owner no liability therefore existed the Company shall at once be legally subrogated to all rights of the Mortgagees or said Assignees to the extent of such payment and the Mortgagees or said Assignees shall do and execute all such further or other acts, deeds, transfers assignments, instruments and things as may be necessary or be reasonably required by the Company for the purpose of better effecting such subrogation, but such subrogation shall not impair the right of the Mortgagees or said Assignees to recover the full amount of their claim.

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

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



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## A.22 Rent Clause

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

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

如遇爭執 以英文為準

## A.33 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 Company by endorsement on this policy.

保戶必須遵守下列政府機構所公佈之一切有關各項規章，條例及任何通告，如不遵守則足以影響或增加本保險單之危險情況：

- 消防事務處
- 及/或 勞工處
- 及/或 危險品條例
- 及/或 工廠暨工業經營條例
- 及/或 其他有關條例

但如經本公司在保險單上批明對某項規章，條例或通告，可以毋須遵守者，則不受本條款之約束。

如遇爭執 以英文為準

## A.34 Storage Warranty

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

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

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

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

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

保戶必須將所有廢物放置在桶內，並每日搬離該樓宇之外。

如遇爭執 以英文為準

## B. 11 Cotton Waste Warranty

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

## B. 12 Direct Heat Warranty

Warranted no process involving the use of direct heat be carried on in the within described premises.

## B. 24 Occupancy Warranty A

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



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**B. 25 Occupancy Warranty B**

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

**B. 31 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 premises.

**B. 32 Plastic Goods Fabricators Warranty A**

- (a) no raw materials for the manufacture of plastics used or stored
- (b) no process involving the use of heat except sealing or jointing by electrical heat carried out
- (c) no solvents or other substances having a flash point below 150°F. used or stored on the within described premises.

**B. 33 Plastic Goods Manufacturers Warranty A**

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 alkyd resins used or stored on the within described premises.

**B. 34 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 alkyd resins; polystyrene, acetal resins, acrylic resins; acrylonitrile butadiene styrene (A. B.S.) resins, ethyl cellulose; halogenated plastics; epoxy resins; polypropylene used or stored on the within described premises.

**B. 35 Plastic Goods Manufacturers Warranty C**

Warranted

- (a) no reinforced plastics using polyester resins, alkyd resins or epoxy resins and involving the use of catalysts, accelerators and solvents manufactured
- (b) no nitro-cellulose based plastics or foamed or expanded plastics manufactured, used or stored on the within described premises.

**B. 36 Plastic Goods Manufacturers Warranty D**

Warranted no nitro-cellulose based plastics or foamed or expanded plastics manufactured, used or stored on the within described premises.

**B. 37 Flammable Liquids and Solvents Warranty B**

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

**B. 38 Plastic Goods Manufacturers Warranty F**

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

**B. 39 Plastic Material Warranty**

Warranted no plastic material used or stored on the within described premises.

**B. 41 Rubber Works Warranty**

Warranted

- (a) no foam rubber manufactured use or stored
- (b) no carbon disulphide or ether used or stored
- (c) not more than four gallons of solvents and other liquids having a Flash Point below 150°F. (other than carbon disulphide and ether) used or stored on the within described premises.

**B. 45 Storage Warranty (Hazardous)**

Warranted no goods specified as Extra Hazardous in the attached Classified Goods List stored on the within described premises.

(List G.W.6. from Part H of the Godown and Open Storage Section is to be attached to the Policy with this Warranty)

**B. 46 Storage Warranty (Extra Hazardous)**

Warranted no cotton, other than in fully machine pressed metal bound bales, and not more than 50 gallons of kerosene and/or gasoline be stored on the within described premises.



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## B. 54 Storage Warranty (Shops)

- (a) Warranted no trade processing or manufacturing carried on in the premises which involves the use of
- (i) machinery with a motive power in excess of 5 H.P. in the aggregate
  - (ii) heating or boiling apparatus other than of the small domestic type
- (b) Warranted no storage or deposit for sale of :
1. Acids
  2. Alcohols
  3. Ammunition, Explosives, Fireworks and Fire crackers
  4. Bamboo; Cane, Willow, Rattan and articles made therefrom
  5. Benzene and Benzine
  6. Calcium carbide
  7. Candles and Wax
  8. Chlorates, Perchlorates and Chlorites
  9. Compressed Gases
  10. Cotton, Hemp, Jute and Kapok (except in fully machine pressed and metal bound bales)
  11. Cotton quilts
  12. Films (nitrocellulose base)
  13. Firewood, Charcoal and Coal
  14. Flammable substances having a flash point below 150°F
  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 a 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 premises.

