

Property All Risks

Policy

財產全保保險單



QBE Hongkong & Shanghai Insurance Ltd.

昆士蘭聯保保險有限公司

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In consideration of the Insured named in the Schedule hereto paying to **QBE Hongkong & Shanghai Insurance Ltd.** (hereinafter called the Company) the Premium mentioned in the Schedule, **the Company agrees** (subject to the terms, conditions, provisions and exclusions 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 right of the Insured to recover hereunder) that if after payment of the first premium any of the property insured on the Premises (also referred as "Situation" in the Schedule) be accidentally and physically lost, destroyed or damaged (such loss, destruction or damage being hereunder termed "Damage") other than by an excluded cause at any time during the Period of Insurance or 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, **then the Company will pay** to the Insured the value of the property insured at the time of the happening of the Damage or the amount of such Damage or at its option reinstate or replace such property insured or any part thereof.

Provided that the liability of the Company in respect of any one Damage or in the aggregate in any one Period of Insurance shall in no case exceed:

- (i) in respect of each item the sum expressed in the Schedule to be insured thereon or in the whole the total sum insured hereby;
- (ii) any limit of liability shown in the Schedule

or such other sum or sums as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Company.

EXCLUSIONS

A. EXCLUDED CAUSES

Unless specifically mentioned as insured, this Policy does not cover:

1. Damage caused by:

- (a) (i) faulty or defective design, materials or workmanship, inherent vice, latent defect, gradual deterioration, deformation or distortion, or wear and tear;
- (ii) interruption of the water supply, gas, electricity or fuel systems, or failure of the effluent disposal systems to or from the Premises unless Damage by a cause not excluded in the Policy ensues and then the Company shall be liable only for such ensuing Damage.
- (b) (i) collapse or cracking of buildings;
- (ii) corrosion, rust, extremes or changes in temperature, dampness, dryness, wet or dry rot, fungus, shrinkage, evaporation, loss of weight, pollution, contamination, change in colour, flavour, texture or finish, action of light vermin or insects, marring or scratching,
unless such Damage is caused directly by Damage to the property insured or to the Premises containing such property insured by a cause not excluded in the Policy.
- (c) (i) theft except from a building and then only if there is violent or forcible entry to or exit from such building;
- (ii) acts of fraud or dishonesty;
- (iii) unexplained disappearance or inventory shortage, misfiling or misplacing of information, shortage in supply or delivery of materials or shortage due to clerical or accounting error;
- (iv) cracking, fracturing, collapse or overheating of boilers, economisers, vessels, tubes or pipes nipple, leakage or the failure of welds of boilers;

- (v) mechanical or electrical breakdown or derangement of machinery or equipment;

- (vi) bursting, overflowing, discharging or leaking of water tanks, apparatus or pipes when the Premises are empty or disused,

unless:

- (i) Damage by a cause not excluded in the Policy ensues and then the Company shall be liable only for such ensuing Damage;
- (ii) such Damage is caused directly by Damage to the property insured or to the Premises containing such property insured by a cause not excluded in the Policy.
- (d) (i) coastal or river erosion;
- (ii) subsidence ground heave or landslip;
- (iii) normal settlement or bedding down of new structures;
- (iv) wind, rain, hail, frost, snow, flood, sand or dust to movable property insured in the open or in open sided buildings or to fences and gates;
- (v) the freezing, solidification or inadvertent escape of molten material.

2. Damage caused by or arising from:

- (a) any willful act or willful negligence on the part of the Insured or any person acting on his behalf;
- (b) cessation of work, delay or loss of market or any other consequential or indirect loss of any kind or description whatsoever.

3. Damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences, namely:

- (a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war;
- (b) mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power;
- (c) acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization. This Exclusion A.3.(c) shall not apply to Damage by Fire;

For the purpose of this Exclusion A.3.(c), "terrorism" means the use of violence for political ends and includes the use of violence for the purpose of putting the public or any section of the public in fear.

- (d) (i) permanent or temporary dispossession resulting from confiscation, nationalisation, commandeering or requisition by any lawfully constituted authority;
- (ii) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person.

Provided that the Company is not relieved of any liability to the Insured in respect of Damage to the property insured occurring before dispossession or during temporary dispossession which is otherwise insured by this Policy.

- (e) order of any public authority.

In any action, suit or other proceedings where the Company alleges that by reason of the provisions of Exclusions A.3.(a), (b) and (c) above any Damage is not covered, the burden of proving that such Damage is covered shall be upon the Insured.

4. Damage directly or indirectly caused by or arising from or in consequence of or contributed to by:

- (a) nuclear weapons materials;
- (b) 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 Exclusion A.4.(b) combustion shall include any self-sustaining process of nuclear fission.

B. EXCLUDED PROPERTY

Unless specifically mentioned as insured, this Policy does not cover Damage in respect of:

- 1. (a) money, cheques, stamps, bonds, credit cards, securities of any description, jewellery, precious stones, precious metals, bullion, furs, curiosities, rare books or works of art;
- (b) fixed glass;
- (c) glass (other than fixed glass), china, earthenware, marble or other fragile or brittle objects,

but the provisions of Exclusions B.1. (b) and (c) above shall not be applied to Damage (not otherwise excluded) caused by fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, strike, lockout, persons taking part in labour disturbances, malicious persons, impact by any road vehicle or animals, earthquake, windstorm, flood and bursting, overflowing, discharging or leaking of water tanks, apparatus or pipes.

- 2. Goods held in trust or on commission, documents, manuscripts, business books, computer systems records, patterns, models, moulds, plans, designs or explosives.
- 3. (a) Vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives or rolling stock, watercraft, aircraft, spacecraft or the like;
- (b) property in transit other than within the Premises specified in the Schedule;
- (c) property or structures in course of demolition, construction or erection and materials or supplies in connection therewith;
- (d) land (including topsoil, backfill, drainage or culverts), driveways, pavements, roads, runways, railway lines, dams, reservoirs, canals, rigs, wells, pipelines, tunnels, bridges, docks, piers, jetties, excavations, wharves, mining property or underground off-shore property;
- (e) livestock, growing crops or trees;
- (f) property damaged as a result of its undergoing any process;
- (g) machinery during installation, removal or re-siting (including dismantling and re-erection) if directly attributable to such operations;
- (h) property undergoing alteration, repair, testing, installation or servicing including materials and supplies therefor if directly attributable to the operations or work being performed thereon unless Damage by a cause not excluded ensues and then the Company shall be liable only for such ensuing Damage;
- (i) property more specifically insured.
- 4. Property which, at the time of the happening of 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 the marine policy or policies had this insurance not been effected.
- 5. Boilers, economizers, turbines or other vessels, machinery or apparatus in which pressure is used or their contents resulting from their explosion or rupture.

DEDUCTIBLES

This Policy does not cover the amounts of the deductibles stated in the Schedule in respect of each and every Damage and in respect of Damage resulting from typhoon, storm, tempest and earthquake occurring within each and every separate period of 72 consecutive hours, as ascertained after the application of all other terms and conditions of the Policy including any condition of Average.

Warranted that during the currency of the Policy the Insured shall not effect insurance in respect of the amounts of the deductibles stated in the Schedule.

CONDITIONS

1. Identification

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

2. Misrepresentation

If there be any material misdescription by the Insured or anyone acting on his behalf of any of the property hereby insured, or of any building or place in which such property is contained, or of the business or the Premises to which this insurance refers or any misrepresentation as to any fact material to be known for estimating the risk or any omission to state such fact, the Company shall not be liable under this Policy for the property insured affected by any such misdescription, misrepresentation or omission.

3. 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 ratable proportion of the premium for the unexpired term from the date of the cancellation.

4. Forfeiture

All benefits under this Policy shall be forfeited:

- (a) if any claim made under this Policy be in any respect fraudulent or if any false declaration be made or used in support thereof, or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefits under this Policy;
- (b) if any Damage be caused by the wilful act or with the connivance of the Insured or anyone acting on his behalf;
- (c) if the Insured or anyone acting on his behalf shall hinder or obstruct the Company in the exercise of its right;
- (d) in respect of any claim after expiration of the Time Limit as stipulated in Condition 12 hereunder.

5. 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.

6. 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 insured lost or damaged, the liability of the Company hereunder shall be limited to its ratable 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 ratably 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 insured.

7. 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 (Cap. 341) as amended from time to time. 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 Hong Kong International Arbitration Centre. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained.

If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve 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.

8. Alterations and Removals

Under any of the following circumstances the insurance shall cease to attach as regards the property insured affected unless the Insured, before the occurrence of any Damage, obtains the sanction of the Company signified by endorsement upon the Policy.

- (a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building or containing the insured property be changed in such a way as to increase the risk of Damage.
- (b) If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days.
- (c) If the property insured be removed to any building or place other than that in which it is stated herein to be insured.
- (d) If the interest in the property insured passes from the Insured otherwise than by will or operation of law.

9. Claims

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 minimize the Damage and recover any missing property;
 - (ii) give notice in writing to the Company;
 - (iii) give notice to the police if the event be theft or suspected theft, or willful 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 insured lost or damaged and the amount of the 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 further information and available documents or proofs with respect to:
 - (i) the claim, 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.

No claim under this Policy shall be payable unless the terms of this Condition 9 have been complied with and in the event of non-compliance herewith in any respect, any payment on account of the claim already made shall be repaid to the Company forthwith.

10. Possession Rights

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

- (a) the Company and any persons authorized by the Company may, without hereby incurring any liability or diminishing any of the Company's rights under this Policy:
 - (i) enter and take and keep possession of the Premises where the Damage has occurred;
 - (ii) take possession of or require to be delivered to the Company any property insured and deal with such property insured 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.

11. Option to Reinstate

The Company may at its option repair or replace the property insured lost or 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 insured 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 insured, the Insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require. No acts done or caused to be done by the Company with a view to repair or replacement 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 municipal or other 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 sum as would be required to repair or replace such property insured if the same could lawfully be repaired to its former condition.

12. Time Limit

In no case whatever shall the Company be liable under this Policy:

- (a) in respect of any claim made and rejected if an action or suit be not commenced within 3 months after such rejection;
- (b) in respect of any claim where arbitration takes place pursuant to Condition 7 of this Policy and an action or suit be not commenced within 3 months after the making of an arbitration award;
- (c) in respect of any claim after expiration of 12 months from the happening of the Damage unless such claim is the subject of pending action or arbitration.

13. Precautions

The Insured shall maintain the property insured in a proper state of repair and take all reasonable precautions to prevent Damage thereto and shall comply with all relevant statutory regulations and obligations.

14. Average (Underinsurance)

If, at the time of Damage, the property insured be 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.

15. Minimum Retained Premium Clause

Notwithstanding anything contained herein to the contrary of the policy, in the event of any policy amendment including cancellation requested by the Insured after policy inception, the premium retained by the Company shall be subject to a minimum and non-refundable amount of HK\$1,000 unless stated otherwise in the schedule or endorsement.

ENDORSEMENTS

(Where any of the following endorsements is applicable, its respective reference number will be specified in the Schedule.)

EBR6 BURGLARY GENERAL PROTECTION CLAUSE

It is a condition precedent to the liability of the Company under this insurance that:

all locking devices and protections provided for the safety of the insured property and protections on openings of the Premises are put into full and effective operation and all keys and duplicate keys related to the locking devices and protections are removed from the Premises at all times when the Premises is closed for business or unoccupied, and at all appropriate times.

EEDB ELECTRONIC DATA ENDORSEMENT B (NMA2915)

1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

- (a) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

- (b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils:

- (i) Fire
- (ii) Explosion

2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However, this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Insured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

EF02 AUTOMATIC REINSTATEMENT OF SUM INSURED CLAUSE

In consideration of the Insured undertaking to pay an additional premium at the agreed rate on the amount of loss calculated on a pro-rata basis from the date of such loss to the expiry of the current period of insurance, it is agreed that in the event of loss the insurance hereunder shall be maintained in force for the full sum insured.

EF07 ERRORS & OMISSIONS & MISDESCRIPTION CLAUSE

The Insured is not to be prejudiced by any unintentional and/or inadvertent omission, error, incorrect valuation or incorrect description of the interest, risk or property insured or during the period of this Policy in respect of failure to advise change in any interest,

risk or property insured, or failure to advise any acquisition of interest, risk or property provided notice shall be given to the Company as soon as practicable upon discovery of any such error, omission or failure to give advice.

EF08 FIRE EXTINGUISHING AND REASONABLE EXPENSES CLAUSE

The sum insured under this Policy shall include all fire fighting expenses such as the cost of replenishment of fighting appliances and destruction of or damage to such appliances.

Provided always that the liability of the Company in respect of such cost shall be limited to those necessarily and reasonably incurred in extinguishing fires at the Premises or adjoining of the property insured by this Policy or immediately thereat involving such property.

EF09 NO CONTROL CLAUSE

The insurance provided by this Policy shall not be affected by the failure of the Insured to comply with the policy provisions (including the warranties or conditions endorsed hereon) in any portion of the Premises over which the Insured has no control.

EF12 PROFESSIONAL FEES CLAUSE

The insurance by this Policy extends to cover architects' surveyors' and consulting engineers' fees necessarily incurred in the reinstatement of the insured property consequent upon its destruction or damage up to the limit as stated in this policy schedule but not for preparing any claim, it being understood that the amount payable for such fees shall not exceed those authorised under the scale of professional charges of The Royal Institute of British Architects and/or of the schedule of professional charges of The Royal Institution of Chartered Surveyors and/or of The Association of Consulting Engineers as the case may be, or of the respective equivalent local body in Hong Kong (if any).

EF13 PUBLIC AUTHORITIES CLAUSE

The insurance by this Policy extends to include such additional cost of reinstatement of the destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any ordinance, law, statute or with bye-laws of any municipal or local authority provided that

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

4. The total amount recoverable under any item of the Policy shall not exceed the sum insured thereby.
5. All the conditions of the Policy except insofar as they may be hereby expressly varied shall apply as if they have been incorporated herein.

EF15 REINSTATEMENT VALUE INSURANCE CLAUSE

It is hereby agreed that in the event of property insured under this Policy being destroyed or damaged the basis upon which the amount payable under this Policy is to be calculated shall be the reinstatement of the property destroyed or damaged, subject to the following special provisions and subject also to the terms and conditions of the Policy except in so far as the same may be varied hereby. For the purposes of the insurance under this memorandum "reinstatement" shall mean:

The carrying out of the aftermentioned work, namely:

- (a) where property is destroyed, the re-building of the property, if a building, or, in the case of other property, its replacement by a similar property, in either case in a condition equal to but not better or more extensive than its condition when new.
- (b) where property is damaged, the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

Special provisions

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

EF16 REMOVAL OF DEBRIS CLAUSE

The insurance provided by this Policy extends to cover costs and expenses necessarily incurred by the Insured with the consent of the Company in:

1. Removing debris,
2. Dismantling and/or demolishing,
3. Shoring up or propping,

of the portion or portions of the property insured by this Policy destroyed or damaged by fire or by any other perils hereby insured against up to the limit as stated in this policy schedule.

EF27 EXTRA CHARGES CLAUSE

In the event of any part of the insured property sustaining damage for which the Company is liable the indemnity provided by this Policy is extended to include

1. Costs necessarily and reasonably incurred for delivery of any part or parts by express or special delivery;
2. In the execution of authorised repairs for labour overtime costs necessary to expedite repairs including Sunday, holiday and nightwork.

Provided that the liability of the Company shall not exceed the limit as stated in this policy schedule.

EF29 LEGAL REQUIREMENTS WARRANTY

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

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| (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.

EF32 STORAGE WARRANTY

Warranted no waste materials or goods of any description whatsoever whether belonging to the Insured or not shall be stored temporarily or otherwise on any staircase or landing or in any passageway within or in common use with the 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 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 materials will be kept in receptacles and removed from the building daily.

EF40 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.

EF41 OCCUPANCY WARRANTY A

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

EF42 OCCUPANCY WARRANTY B

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

EF43 STRIKE, RIOT AND CIVIL COMMOTION CLAUSE

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this Policy shall be extended to cover loss or damage due to strike, riot and civil commotion which for the purpose of this endorsement shall mean (subject always to the special conditions hereinafter contained) loss of or damage to the property insured directly caused by:

1. the act of any person taking part together with others in any disturbances of the public peace (whether in connection with a strike or lock-out or not) being an occurrence mentioned in condition 2 of the special conditions hereof,
2. the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of any such disturbances,
3. the wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out,

4. the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.

Provided that it is hereby further expressly agreed and declared that

- all the terms, exclusions, provisions and conditions of the Policy shall apply in all respects to the insurance granted by this extension save in so far as the same are expressly varied by the following special conditions and any reference to loss or damage in the working of the Policy shall be deemed to include the perils hereby insured against,
- the following special conditions shall apply only to the insurance granted by this extension and the working of the Policy shall apply in all respects to the insurance granted by the Policy as if this endorsement had not been made thereon.

Special conditions

- this insurance shall not cover
 - Loss or damage resulting from total or partial cessation of work or the retarding or interruption of cessation of any process or operation,
 - Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority,
 - Loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building.

Provided nevertheless that the Company is not relieved under (b) or (c) above of any liability to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession.

- this insurance shall not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely
 - War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war,
 - mutiny, civil commotion assuming the proportion of or amounting to a amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power,
 - any act of any person acting on behalf of or in connection with any organisation with activities directed toward the overthrow by force of the government de jure or de facto or the influencing of it by terrorism or violence.

In any action, suit or other processing, where the Company alleges that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

Subject otherwise to the terms and conditions of this Policy.

EF54 ALL OTHER CONTENTS CLAUSE

It is agreed that the term "All Other Contents" is understood to include:-

- documents, manuscripts and business books but only for the value of the materials as stationery, together with the cost of clerical labour expended in writing up, and not for the value to the insured of the information contained therein & for the limit as stated in this policy schedule in respect of any one document, manuscript or business book;
- patterns, models, moulds, plans and designs, for the limit as stated in this policy schedule in respect of any one pattern, model, plan or design.

And so far as they are not otherwise insured:-

- employees' pedal cycles, clothing, tools and other personal effects for the limit as stated in this policy schedule in respect of any one employee and in aggregate.

EF83 CAPITAL ADDITIONS CLAUSE

The insurance under this Policy extends to include additions and extensions to property insured, but not appreciations in value, made after the commencement of each annual period of insurance for the limit as stated in this policy schedule on similar property under the relative item.

It being understood that the Insured will declare quarterly the value of any such additions and extensions and will pay the appropriate additional premium required from inception of the additional cover.

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

EF84 HELD IN TRUST CLAUSE

The above interest(s) being the Insured's own, held in trust, or on commission for which the Insured may be deemed legally liable. Co-insurance allowed, the same to be declared when requested.

EF11 DEFINITION OF CLASS 1 BUILDING CONSTRUCTION

Construction of the insured Premises/Situation:

Class 1 (massive) walling & roofing construction of concrete, brickwork and/or stonework all through.

ETSE TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, death, injury, illness, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, 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) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, death, injury, illness, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. ☹

Personal Information Collection Statement 收集個人資料聲明

The information you provide to us is collected to enable us to carry on insurance business and may be used for the purpose of any insurance or financial related product or service or any alterations, variations, cancellation or renewal of such product or service; any claim or investigation or analysis of such claim; and exercising any right of subrogation, and may be transferred to 1) any related company or any other company carrying on insurance or reinsurance related business or an intermediary or a claims or investigation or other service provider providing services relevant to insurance business for any of the above or related purposes; 2) any association, federation or similar organization of insurance companies ("Federation" that exists or is formed from time to time for any of the above or related purposes or to enable the Federation to carry out its regulatory functions or such other functions that may be assigned to the Federation from time to time and are reasonably required in the interest of the insurance industry or any member(s) of the Federation, and 3) any members of the Federation by the Federation for any of the above or related purposes.

Moreover, we are hereby authorized to obtain access to and/or to verify any of your data with the information collected by the Federation from the insurance industry. You have the right to obtain access to and to request correction of any personal information concerning yourself held by us. Requests for such access can be made in writing to the General Administration Officer, QBE Hongkong & Shanghai Insurance Ltd., 17/F, Warwick House, West Wing, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong (Telephone: 2877 8488, Fax: 3607 0300)

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