



## FIRE INSURANCE POLICY

### **IMPORTANT NOTICE**

This Policy is an important document. You are requested to examine it carefully, with particular attention to the detailed terms, exclusions and conditions. If anything is unclear, incorrect or it is not in accordance with your intentions, please contact us or your Insurance Broker/Agent immediately.

### **PERSONAL INFORMATION COLLECTION STATEMENT**

The information you provided to The Tokio Marine and Fire Insurance Co. (HK) Ltd. ("the Company") is collected to enable the Company 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

- any related company or any other company carrying on insurance or reinsurance related business or an intermediary of a claim or investigation; or other service provider providing services relevant to insurance business for any of the above or related purposes;
- any association, federation or similar organization of insurance companies ("the 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;
- any members of the Federation by the Federation for any of the above or related purposes; and
- government agencies and authorities as required or permitted by law

Moreover, the Company is 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, to access to and to request correction of any personal information concerning yourself held by the Company. Requests for such access can be made in writing to our Compliance Officer, 27A, United Centre, 95 Queensway, Hong Kong.

**WHEREAS** the Insured, by a Proposal and Declaration, has applied to The Tokio Marine and Fire Insurance Co. (HK) Ltd. (hereinafter called "the Company") for the insurance hereinafter contained and has paid or agreed to pay the Premium as consideration for such insurance.

The Company agrees to provide insurance to the extent of and subject to the terms and conditions contained in or endorsed on this Policy during any Period of Insurance. The Policy and the Schedule (which forms an integral part of this Policy) shall be read together as one contract and, unless particularly stated to the contrary, any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning whenever it may appear

**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 Situation described in the Schedule or any part thereof shall suffer any loss destruction or damage (hereinafter referred to as "Damage") caused by fire, or by lightning, or by explosion of boilers or gas used for domestic purposes only, or by any Extra Peril specified in the Schedule, at any time during the Period of Insurance or of any subsequent period in respect of which the Insured shall have paid and the 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 on 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 commenced within twelve months after such rejection;
- (f) in respect of any claim where arbitration takes place pursuant to Condition 14 of this Policy and an action or suit be not commenced within twelve months after the making of an arbitration award;
- (g) in respect of any claim after the expiration of twelve months from the happening of the Damage, unless such claim is the subject of pending legal action or arbitration.

**9. Possession Rights**

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

- (a) the 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 Reinsure**

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 the 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.

**15. Jurisdiction**

The indemnity shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Hong Kong.

**16. Contracts (Rights of Third Parties)**

Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms of this Policy.

## EXTRA PERILS ENDORSEMENT

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

### **EP01A - Aircraft**

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

### **EP02A - Bush Fire**

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

### **EP03A - Earthquake (Fire & Shock)**

Damage by fire or otherwise, directly caused by earthquake or volcanic eruption, but excluding

- (i) in respect of Damage caused other than by fire
  - (a) the first HK\$3,000 of each and every loss as ascertained after the application of any condition of average and occurring within each and every separate period of 72 consecutive hours during the currency of this Policy
  - (b) metal smoke stacks, awnings, blinds, signs or other outdoor fixtures and fittings unless specifically insured
- (ii) Damage caused by
  - (a) the escape of water from its normal confines whether natural or artificial
  - (b) inundation from the seawhether resulting from earthquake or otherwise.

### **EP03B - Earthquake (Fire Shock & Flood)**

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

- (a) the first HK\$3,000 of each and every loss as ascertained after the application of any condition of average and occurring within each and every separate period of 72 consecutive hours during the currency of this Policy
- (b) metal smoke stacks, awnings, blinds, signs or other outdoor fixtures and fittings unless specifically insured.

### **EP04A - Explosion**

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

- (i) Damage to boilers, economisers, or other vessels, machinery or apparatus in which pressure is used, or Damage to their contents resulting from their explosion
- (ii) Damage occasioned by or through or in consequence, directly or indirectly, of any act of terrorism committed by any person acting on behalf of, or in connection with, any organization (for the purposes of this exclusion 'terrorism' means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear).

### **EP05A - Vehicle Impact (by third party vehicle)**

Damage by fire or otherwise, caused by impact by any road vehicle, horses or cattle not belonging to or under the control of the Insured or any member of the Insured's household or any person employed by the Insured, but excluding the first HK\$3,000 of each and every loss as ascertained after the application of any condition of average.

### **EP05B - Vehicle Impact (by any vehicle)**

Damage by fire or otherwise, caused by impact by any road vehicle, horses or cattle, but excluding the first HK\$3,000 of each and every loss as ascertained after the application of any condition of average.

### **EP06A - Riot & Strike**

Damage directly caused by

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

but excluding

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

### **EP06B - Riot Fire**

Damage by fire directly caused by

- (a) the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not)
- (b) the action of any lawfully constituted authority in suppressing or attempting to suppress or in minimising the consequences of any such act

but excluding

- (i) Damage occasioned through or in consequence, directly or indirectly, of
  - (a) any act of terrorism committed by any person acting on behalf of, or in connection with, any organization (for the purposes of this exclusion 'terrorism' means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear)
  - (b) civil commotion assuming the proportions of or amounting to a popular rising
- (ii) Damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.

**EP06C - Malicious Damage**

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

- (i) Damage by explosion
- (ii) Damage arising out of or in the course of theft or any attempt thereof

provided that cover under Extra Peril EP06A (Riot & Strike) is in force and subject to the application of the exclusions under that Extra Peril extension wording other than (i) (c).

**EP06D - Deterioration of Goods (Cold Storage) Riot & Strike**

Damage to the goods insured caused by change of temperature resulting from damage directly caused by any peril insured against under Extra Peril EP06A (Riot & Strike) to refrigerating plant, machinery or equipment located in the same premises as the said goods, provided always that cover under Extra Peril EP06A (Riot & Strike) is in force and subject to the application of the terms and exceptions under that Extra Peril extension wording.

**EP06E - Deterioration of Goods Riot & Strike**

Damage to the goods insured caused by deterioration resulting from damage directly caused by any peril insured against under Extra Peril EP06A (Riot & Strike) to plant, machinery or equipment located in the same premises as the said goods, provided always that cover under Extra Peril EP06A (Riot & Strike) is in force and subject to the application of the terms and exceptions under that Extra Peril.

**EP06F - Deterioration of Goods (Cold Storage) Riot Fire**

Damage to the goods insured caused by change of temperature resulting from damage by fire directly caused by any peril insured against under Extra Peril EP06B (Riot Fire) to refrigerating plant, machinery or equipment located in the same premises as the said goods, provided always that cover under Extra Peril EP06B (Riot Fire) is in force and subject to the application of the terms and exceptions under that Extra Peril.

**EP06G - Deterioration of Goods Riot Fire**

Damage to the goods insured caused by deterioration resulting from damage by fire directly caused by any peril insured against under Extra Peril EP06B (Riot Fire) to plant, machinery or equipment located in the same premises as the said goods, provided always that cover under Extra Peril EP06B (Riot Fire) is in force and subject to the application of the terms and exceptions under that Extra Peril.

**EP07A - Spontaneous Combustion**

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

**EP08A - Sprinkler Leakage**

Damage directly caused by water discharged or leaking from the Automatic Sprinkler Installation installed in that part of the Situation insured which is occupied by the Insured but excluding Damage to the said Installation, provided that

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

**EP09A - Typhoon & Windstorm (excluding Flood)**

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

- (i) in respect of Damage caused other than by fire
  - (a) the first HK\$3,000 of each and every loss as ascertained after the application of any condition of average and occurring within each and every separate period of 72 consecutive hours during the currency of this Policy
  - (b) metal smoke stacks, awnings, blinds, signs or other outdoor fixtures and fittings unless specifically insured
  - (c) premises in course of construction, alteration or repair except when all outside doors, windows and other openings are complete and protected against typhoon or windstorm unless specifically insured
- (ii) Damage caused by
  - (a) subsidence or landslide
  - (b) hail, whether wind driven or not
  - (c) rain entering the building other than through openings made in its fabric by the direct force of the typhoon or windstorm

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

**EP09B - Typhoon & Windstorm (including Flood)**

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

- (i) in respect of Damage caused other than by fire
  - (a) the first HK\$3,000 of each and every loss as ascertained after the application of any condition of average and occurring within each and every separate period of 72 consecutive hours during the currency of this Policy
  - (b) metal smoke stacks, awnings, blinds, signs or other outdoor fixtures and fittings unless specifically insured
  - (c) premises in course of construction, alteration or repair except when all outside doors, windows and other openings are complete and protected against typhoon or windstorm unless specifically insured
- (ii) Damage caused by
  - (a) subsidence or landslip
  - (b) hail, whether wind driven or not
  - (c) rain entering the building other than through openings made in its fabric by the direct force of the typhoon or windstorm
- (iii) Damage caused by
  - (a) the escape of water from its normal confines whether natural or artificial
  - (b) inundation from the sea
 unless directly resulting from typhoon or windstorm.

**EP09C - Typhoon, Windstorm & Flood**

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

- (i) in respect of Damage caused other than by fire
  - (a) the first HK\$3,000 of each and every loss as ascertained after the application of any condition of average and occurring within each and every separate period of 72 consecutive hours during the currency of this Policy
  - (b) metal smoke stacks, awnings, blinds, signs or other outdoor fixtures and fittings unless specifically insured
  - (c) premises in course of construction, alteration or repair except when all outside doors, windows and other openings are complete and protected against typhoon or windstorm unless specifically insured
- (ii) Damage caused by
  - (a) subsidence or landslip
  - (b) hail, whether wind driven or not
  - (c) rain entering the building other than through openings made in its fabric by the direct force of the typhoon or windstorm
- (iii) Damage caused by accumulation of water resulting from circumstances where the Insured could, but has failed to, take reasonable steps to prevent such accumulation.

**EP10A - Water Tanks, Apparatus & Pipes**

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

- (i) the first HK\$3,000 of each and every loss as ascertained after the application of any condition of average
- (ii) Damage to water tanks apparatus or pipes
- (iii) Damage caused by water discharged or leaking from any installation of automatic sprinklers.

## ADDITIONAL EXCLUSIONS

**1. Terrorism Exclusion Endorsement**

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excludes loss, damage, 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 exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the 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), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes loss, damage, 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.

If this Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

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

Subject otherwise to the terms, exceptions and conditions of this Policy.

**2. Terrorism Exclusion Clause for Contamination and Explosives**

It is agreed that, regardless of any contributory causes, this insurance does not cover any loss, damage, cost or expense directly or indirectly arising out of

- a) biological or chemical contamination
  - b) Missiles, bombs, grenades, explosives
- due to any act of terrorism

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the 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), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

For the purpose of a) "contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

### **3. Property Cyber and Data Exclusion - LMA5401**

- 1 Notwithstanding any provision to the contrary within this policy or any endorsement thereto this policy excludes any:
  - 1.1 Cyber Loss;
  - 1.2 Loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;  
regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 3 This endorsement supersedes and, if in conflict with any other wording in the policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

#### **Definitions**

- 4 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- 5 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- 6 Cyber Incident means:
  - 6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
  - 6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- 7 Computer System means:
  - 7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,  
owned or operated by the Insured or any other party.
- 8 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

### **4. Sanction Limitation and Exclusion Clause**

The Company shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### **5. Communicable Disease Endorsement - LMA5393**

- 1 This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
- 2 For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
  - 2.1 for a Communicable Disease, or
  - 2.2 any property insured hereunder that is affected by such Communicable Disease.
- 3 As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 3.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 3.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 3.3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
- 4 This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).