Property All Risks Insurance Policy

IN CONSIDERATION of the Insured named in the Schedule herein paying to Bolttech Insurance (Hong Kong) Company Limited (hereinafter called "the Company") the premium mentioned in the said Schedule.

The Company agrees (subject to the terms, conditions 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 be accidentally physically lost destroyed or damaged other than by an excluded cause 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 at the time of the happening of its accidental physical loss or destruction or the amount of such accidental physical damage (accidental physical loss destruction or damage being hereinafter termed Damage) or at its option reinstate or replace such property or any part thereof

Provided that the liability of the Company in respect of any one loss or in the aggregate in any one period of insurance shall in no case exceed

(i) in respect of each item the sum express 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 therefore by memorandum hereon or attached hereto signed by or on behalf of the Company.

Important Notice

1. Please examine this Policy carefully. For enquiry, please contact the Company or your insurance Broker/Agent immediately.
2. Pursuant to the Cancellation Condition of this Policy, the Company will charge a minimum premium of HK$400 if the Policy is terminated at the request of the Insured.

請注意

1. 請貴保戶詳細查閱此保單之內容，如有任何查詢，請從速與本公司或閣下之保險經紀 / 代理人聯絡。
2. 根據取消保險單條款，若投保人終止保單，本公司將收取不少於港幣四百元正保費。

1. Exclusions

A. Excluded Causes

This Policy does not cover

1. Damage to the property insured 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 and 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, insects, marring or scratching

   unless such loss is caused directly by Damage to the property insured or to premises containing such property 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) disappearance, unexplained 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 loss is caused directly by Damage to the property insured or to premises containing such property 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) exposure to weather conditions sand or dust when the property insured other than buildings is left in the open or not contained in fully enclosed buildings
   - (v) the freezing solidification or inadvertent escape of molten material
2. Damage caused by or arising from:-
   - (a) any wilful act or wilful 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) (i) permanent or temporary dispossession resulting from confiscation nationalisation or by any lawfully constituted authority
   - (ii) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by one 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

(b) the destruction of property by order of any public authority

In any action, suit or other proceeding where the Company alleges that by reason of the provisions of Exclusions A3 (a) and (b) above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the Insured

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

(a) nuclear weapons material

(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 A4(b) combustion shall include any self-sustaining process of nuclear fission.

B. Excluded Property

This Policy does not cover:

1. (a) money, cheques, stamps, bonds, credit cards, voucher, securities of any description jewellery precious stone, precious metals, bullion, furs, curiosities, rare books or work of arts unless specifically mentioned as insured by this Policy and then only in respect of the perils specified below

(b) fixed glass

(c) glass (other than fixed glass) china, earthenware, marble or other fragile or brittle objects but this shall not exclude Damage (not otherwise excluded) caused by fire, lightning, explosion, aircraft, riot, strikers, locked-out workers, persons taking part in labour disturbances malicious persons, impact by any road vehicle or animals, earthquake, windstorm, flood, bursting, overflowing, discharging or leaking of water tanks, apparatus or pipes.

2. Unless specifically mentioned as insured by this Policy goods held in trust or on commission, documents, manuscripts, business books, computer systems, records, patterns models, moulds, plans design, 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 situation of risk 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 top-soil, back-fill, drainage or culverts) driveways, pavements, road, runways, railway lines, dams, reservoirs, canals, rigs, wells, pipelines, tunnels, bridges, docks, piers, jetties, excavations, wharves, mining, property underground, off-shore property

(e) livestock, growing crops or trees

(f) property damages as a result of its undergoing any process

(g) machinery during installation removal or resiting (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 otherwise excluded ensues and then the Company will be liable only for such ensuing loss

(i) property more specifically insured

4. 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 the marine policy or policies had this insurance not been effected.

5. Damage to boilers, economisers, turbines or other vessels, machinery or apparatus in which pressure is used or their contents resulting from their explosion or rupture.

2. Under Insurance

If the property hereby Insured shall, at the commencement of any Damage, be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own Insurer for the difference, and shall bear a ratable proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this Condition.

3. Deductibles

This Policy does not cover the amounts of the deductibles stated in the Schedule in respect of each and every loss 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.

4. General Conditions

4.1 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.

4.2 Misdescription

If there be any material misdescription by the Insured or any one 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 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 affected by any such misdescription, misrepresentation or omission.

4.3 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 short period rate as per table specified below for the time the Policy has been in force subject to a minimum premium of HK$400 to be retained by the Company.

Period of Insurance already covered		Refund Premium
Not Exceeding	1 month	90% of premium paid
	2 months	80% of premium paid
	3 months	70% of premium paid
	4 months	60% of premium paid
	5 months	50% of premium paid
	6 months	40% of premium paid
	7 months	30% of premium paid
	8 months	20% of premium paid
	9 months	10% of premium paid
	Over 9 months	No refund

(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.

4.4 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 are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy

or

(b) if any claim be made and rejected and an action or suit be not commenced within three months after such rejection, or (in case of an arbitration taking place in pursuance of Condition No. 7 of this Policy) within three months after the arbitrator or arbitrators or umpire shall have made their reward.

4.5 Subrogation

Any claimant under this Policy shall, 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 other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

4.6 Contribution

If at the time of any loss or damage happening to any property hereby insured, there be any other subsisting insurance or insurance whether effected by the Insured or by any other person or persons, covering either such loss or any part of it or the same property the Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.

4.7 Arbitration

All differences arising out of this Policy 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 Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

4.8 Alterations And Removals

Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage obtains the sanction of the Company signified by endorsement upon the Policy, by or on behalf of the Company.

(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 loss or 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.

4.9 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 minimise the loss or damage and recover any missing property

(ii) give notice in writing to the Company and

(iii) give notice to the police if the event be theft or suspected theft or wilful 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 loss or damage containing as particular an account as may be reasonably practical of all the several articles or items of property lost or damage thereto respectively, having regard to their value at the time of the loss or damage

(ii) particulars of all other insurances if any.

The Insured shall at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect of the claim and the origin and cause of the loss or damage and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and any matter connected therewith.

4.10 Company's Rights

On the happening of any loss or damage to any of the property insured by this Policy the Company may

(a) enter and take and keep possession of the building or premises where the loss or damage has happened

(b) take possession of or require to be delivered to it any property of the Insured in the buildings or on the premises at the time of the loss or damage

(c) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same

(d) sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under this Policy or, if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the Conditions of this Policy in answer to any claim.

If the Insured or any person acting on his behalf shall not comply with the requirements of the Company, or shall hinder or obstruct the Company in the exercise of its powers hereunder, all benefit under this Policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

4.11 Repair And Replacement

The Company may at its option, repair or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or may join with any other Company or Companies 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 loss or 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 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 hereby 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 if the same could lawfully be repaired to its former condition.

4.12 Time Limit

In no case whatever shall the Company be liable for any loss or damage after the expiration of twelve months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

4.13 Reasonable Precautions

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

4.14 Contracts (Rights of Third Parties) Ordinance

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.

4.15 Renewal

The Company will send the Insured a renewal notice with the renewal terms (the terms may be different from this Policy) if the Company desire to renew this Policy. This Policy will be renewed if the required premium and documents for renewal are received by the Company in accordance with the renewal terms. The renewal of this Policy shall not constitute any waiver of the Company's right under this clause and/or the renewed Policy.

5. Special Clauses

(The following clauses apply to the Policy)

5.1 War and 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 of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

(a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

(b) any act of terrorism.

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 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 purposes 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, 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 (a) and/or (b) above.

If the 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 endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

5.2 Terrorism Exclusion for Contamination & Explosives

It is agreed that, regardless of any contributory causes, this policy 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 endorsement 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.

5.3 Property Cyber And Data Endorsement (LMA5400)

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

   1.1 Cyber Loss, unless subject to the provisions of paragraph 2;

   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, unless subject to the provisions of paragraph 3;

   regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.

3. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the 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 the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.

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

5. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

Definitions

6. 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.

7. 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.

8. Cyber Incident means:

   8.1 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

   8.2 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.

9. Computer System means:

9.1 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.

10. 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.

11. Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.

5.4 Radioactive Exclusion Clause

This Policy does not cover loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with nuclear energy or radioactivity of any kind including but not limited to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;

2) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;

3) any weapon or other device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

5.5 Sanction Exclusion

Notwithstanding anything to the contrary in this Policy the following shall apply:

If, by virtue of any law or regulation which is applicable to the Company at the inception of this Policy or becomes applicable at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or The People's Republic of China/Hong Kong SAR, that the Company shall provide no coverage or benefit or have no liability whatsoever to the Insured, to the extent that it would be in breach of such law or regulation.

5.6 Communicable Disease Exclusion Endorsement (LMA 5393 rev)

1. Notwithstanding any provision to the contrary within this policy, this policy does not insure any loss, damage, liability, 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).

All other terms, conditions and exclusions of the policy remain the same.

6. Clauses And Warranties

(The following clauses only apply when specified in the Schedule)

6.1 A7 Foundation Exclusion

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

6.2 A11 Lien Clauses

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

6.3 A12 Mortgagee/Non-Occupying Landlord Clauses

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.

6.4 A13 Mortgagee Clause

Loss, if any, under this policy shall be payable to the Mortgagee(s)/Assignee(s) of mortgagee interest named in the Schedule to the extent of their interest.

It is hereby agreed that in the event of loss or damage the Company will pay the Mortgagees or said Assignees to the extent of their interest 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 Mortgages or Assignees to the extent of such payment and the Mortgagees or 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 obligation 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 Assignees for 10 days after notice to the Mortgagees or Assignees of such cancellation, and shall then cease, and the Company shall have the right on like notice to cancel this agreement.

6.5 A18 Temporary Removal

Subject to the following provisions, the property insured by this policy (other than stock in trade or merchandise if insured hereby) is covered whilst temporarily removed for cleaning, renovation, repair or other similar purposes elsewhere on the same or to any other premises and in transit thereto and therefrom by road, rail or public ferry, all in Hong Kong and Macau.

The amount recoverable under this extension in respect of each item of the policy shall not exceed the amount which would have been recoverable had the loss occurred in the part of the premises from which the property is temporarily removed, nor, in respect of any loss occurring elsewhere than at the said premises, ten per cent of the sum insured by the item after deducting therefrom the value of any building (exclusive of fixtures and fittings) stock in trade or merchandise insured thereby.

This extension does not apply to property if and so far as it is otherwise insured, nor, as regards losses occurring elsewhere than at the premises from which the property is temporarily removed to

(a) Motor Vehicles and Motor Chassis licensed for normal road use,

(b) Property held by the Insured in trust, other than machinery and plant.

6.6 A19 Reinstatement Value Insurance

In the event of the property insured other than stock, work in progress, documents or manuscripts, business books and electronic data processing media, pedal cycles and other personal effects being lost, destroyed or damage the basis upon which the amount payable is to be calculated shall be the reinstatement of the said property.

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 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 had 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 incurred 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 peril 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 or damage to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth herein.

6. Where by reason of any of the above special provisions no payment is to be made beyond the amount which 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.

6.7 A22 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.

6.8 A33 Legal Requirements Warranty

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

(i) Fire Services Department, and/or

(ii) Labour Department, and/or

(iii) Dangerous Goods Ordinance, and/or

(iv) Factories and Industrial Undertakings Ordinance, and/or

(v) Any other Statutory Obligation

including any notice given and requirements made pursuant to same the breach and disregard of which may affect or increase the risk hereby insured except only that this Warranty shall not apply in respect of any Ordinance, Regulation Notice or Requirement expressly waived by the Company by Endorsement on this Policy.

6.9 A20 Public Authorities

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 damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen,
   (c) the amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owners thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws.
2. The work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within twelve months after the destruction or damage or within such further time as the 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.

6.10 A34 Storage Warranty

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

6.11 A37 Non-Invalidation Clause

This insurance shall not be invalidated by any act or omission or by any alteration whereby the risk of Damage is increased, unknown to or beyond the control of the Insured, providing that the Insured, immediately upon becoming aware thereof shall give notice to the Company and pay an additional premium if required.

6.12 B24 Occupancy Warranty A

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

6.13 B25 Occupancy Warranty B

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

6.14 B31 Petrol Warranty

Warranted no petrol or other liquid fuel, other than in the fuel tanks of vehicles and a quantity not exceeding 4 gallons (18 litres) in metal cans fitted with lids, kept in the within described premises.

6.15 C8 Fire Extinguishing Expenses Clause

This Policy is extended to include the cost of re-filling fire extinguishers that have been used during fire fighting activities provided that the Company's maximum liability under this clause shall not exceed HK$5,000 in all, which is part of and not in addition to the total sum insured of this policy.

6.16 F3 Automatic Reinstatement of Sum Insured Clause

In consideration of the Insurance by this Policy not being reduced by the amount of any loss the Insured shall pay the appropriate extra premium on the amount of the loss from the date thereof until the expiry of the period of insurance.

6.17 F4 Automatic Cover Clause

The indemnity provided by this policy shall apply automatically and shall include all new or additional property as described in the Schedule from the time that construction or commissioning of such property is completed or that title to such property is transferred to the Insured or the Insured becomes responsible for such property (unless more specifically insured). It is understood that the Insured shall advise the Company of all such new or additional property as soon as is practicable and a pro rata additional premium will be chargeable. The maximum liability of the Company in respect of such new or additional property is limited to 10% of the Sum Insured.

6.18 F5 No Control Clause

This policy shall not be affected by the failure of the Insured to comply with any of the warranties or conditions endorsed hereon in any portion of the premises over which the insured has no control.

6.19 F6 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 incurred for delivery of any part or parts by express or special delivery;
2. in the execution of authorized repairs for labour overtime costs necessary to expedite repairs including Sunday, Holiday and Nightwork.

Provided that the additional liability of the Company shall not exceed 25% of the amount of the loss.

6.20 F7 Capital Additions Clause

The insurance of this policy extends to include additions and extensions to property insured (other than stock in trade), but not appreciation in value, made after the commencement of each annual period of insurance for an amount not exceedingly 10% of the sum insured on similar property, it being understood that the Insured will declare 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 endorsement whereupon the provisions of the clause shall be fully reinstated.

6.21 F8 Removal of Debris Clause

The Sum insured under each item includes an amount in respect of costs and expenses necessarily incurred by the Insured with the consent of the Company in:

(a) removing debris,

(b) dismantling and/or demolishing (applying to building and machinery),

(c) shoring up or propping (applying to building and machinery)

of the portion or portions of the property insured under this policy destroyed or damaged by fire or by any other peril hereby insured against. The maximum liability of this extension shall not exceed 5% of the respective sum insured.

6.22 F9 Professional Fees Clause

The sum insured under item(s) covering building and the machinery therein of this policy includes an amount not exceeding 5% of the respective sum insured in respect of Architects', Surveyors' and Consulting Engineers' fees necessarily incurred in the reinstatement of the property specified consequent upon its destruction or damage but not for preparing any claim, it being understood that the amount payable for such fees shall not exceed those authorized under the Scale of Professional Charges of The Royal Institute of British Architects and/or of the Schedule of Professional Charges of The Royal Institute of Chartered Surveyors and/or of the Association of Consulting Engineers as the case may be, or of the respective equivalent local body.

6.23 F10 All Other Contents Clause

It is agreed that the term "All Other Contents" shall mean

(a) deeds 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 or for an amount not exceeding HK$1,000 in respect of any one deed document manuscript or business book

(b) computer systems records but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection which the production of information to be recorded therein) and not for the value to the Insured of the information contained therein for an amount not exceeding HK$1,000

(c) patterns models moulds plans and designs for an amount not exceeding HK$1,000 in respect of any one pattern model mould plan or design

And so far as they are not otherwise insured

(d) employees' pedal cycles clothing tools and other personal effects for an amount not exceeding HK$1,000 in respect of any one Employee

(e) money and stamps for an amount not exceeding HK$1,000.

6.24 F11 Stock Declaration Condition

In consideration of the premiums by the Stock Items of this Policy being provisionally calculated on 75% of the sum insured thereby the Insured shall declare the value of such property on the last day of each month in writing to the Company within thirty days thereafter and if a declaration be not so given the Insured shall be deemed to have declared the maximum sum insured as the value.

If the property described in the Stock Items of this Policy is also insured under any other Policy the value declared shall be that proportion of the total of the property which the sum insured on such property under this Policy bears to the total of the sum insured under all Policies on such property. The value declared shall be the value at risk on the last day of each month of the period between each declaration.

On the expiry of each period of insurance the actual premium for the Stock Items shall be calculated at the agreed rate on the average amount declared i.e. the total of the sum declared divided by the number of declarations. If the actual premium be greater than the provisional premium paid the Insured shall pay the difference if it be less the difference shall be repaid to the Insured but such repayment shall not exceed 50% of the provisional premium.

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

6.25 F23 Breach of Warranty Clause

It is hereby noted and agreed that breach of the legal requirements warranty shall not affect any claim for loss of or damage to the insured property where the circumstances of the loss or damage are unconnected with the breach of the aforesaid warranty provided that the burden of proving that the loss or damage is not connected with nor arising from the breach of the aforesaid warranty shall be on the Insured.

6.26 F34 Errors & Omissions & Misdescription Clause

The Insured is not to be prejudiced by any unintentional and /or inadvertent omission error or incorrect description of the interest risk or property insured provided notice is given to the insurers as soon as practicable upon discovery of any such error omission or misdescription.

6.27 EP11A Landslip and Subsidence

This Policy is extended to cover Damage caused by subsidence of the site or landslip, occurring within the period stated in the Schedule but excluding :

(i) loss or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences :
  (a) Coastal erosion
  (b) Heave
  (c) Bedding down of structures or the settlement of made up ground within 3 years of the completion of such works

(ii) loss of or damage to paths drives fences gates boundary and retaining walls caused by subsidence and/or landslip.

(iii) unless otherwise specifically insured, the cost of removal of subsidence and/or landslip debris or the making good of the site following subsidence and/or landslip except in so far as is necessary to repair the property insured.

(iv) loss or damage directly occasioned by or through defective design or workmanship or the use of defective materials.

(v) consequential loss or damage of any kind of description.

(vi) the first HK$10,000 or 10%(ten percent) of each and every loss, whichever is the greater, as ascertained after the application of any condition of average and occurring within each and every separate period of 72 consecutive hours during the currency of this Policy.

Warranted:-

(1) The Insured shall maintain the insured property in sound repair and shall take all responsible steps to prevent damage from the perils covered hereby.

(2) The Insured shall maintain any man-made slope and retaining wall for which they are responsible in accordance with laws, regulations, codes and guides issued by the Government of Hong Kong Special Administrative Region including the guideline stipulated in the GEOGUIDE 5 – GUIDE TO SLOPE MAINTENANCE published by the Geotechnical Engineering Office, Civil Engineering Department, Hong Kong.

(3) The Insured shall notify the Company immediately :

(i) any excavations are commenced beneath, around or in the vicinity of the insured property.

In such event the Company shall have the right to vary or cancel the cover provided under this Policy.

(ii) of the operation of an insured peril affecting any part of the site (whether or not the insured property is involved) or its nearby surroundings.

Personal Information Collection Statement ("PICS")

Please scan the following QR code for review of Bolttech Insurance (Hong Kong) Company Limited's (the "Company") PICS. You can also request a copy of the PICS by calling the Company's Customer Service Hotline at 2603 9435.

English