

Exhibition Package Insurance Policy

This policy together with the enclosed Schedule and any endorsements subsequently issued should be read as if they are one document and form the contract between you and us. The Ping An Exhibition Plan enrollment form and declaration which you completed and provided to us has formed the basis of contract.

We shall insure you under those sections shown in the Schedule during the Periods of insurance for which we have accepted your premium provide all the terms and conditions of the policy are complied with.

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

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

MEANING OF WORDS

Certain words in the policy have specific meanings. These meaning are given below.

Bodily Injury

Death, injury, illness, disease.

Damage

Accidental loss or destruction of or Damage to the property insured.

Employee

Anyone who has entered into or works under a contract of employment with you as defined in the Employment Ordinance or apprenticeship.

Excess

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

Exhibition

The exhibition shown in the Schedule.

Exhibition Venue

The place where the insured exhibition is held including exhibition hall, shopping mall or open area.

Hong Kong

The territorial limits of Hong Kong Special Administrative Region.

Insured Work

Setting up and demolition of booth for exhibition with a contract value not exceeding the amount stated in the schedule.

Money

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

Period of Insurance

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

Permanent Total Disability

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

Property

All Properties belonging to you being used or displayed within the area of the booth including landlord's fixtures and fittings for which you are responsible and Tenant's Improvements.

Schedule

The schedule attached to and incorporated in the policy of insurance.

Stock

Stock in trade consisting of merchandise belonging to or in the custody of you whilst on the exhibition venue.

Temporary Total Disability

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

Tenant's Improvement

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

We or us

China Ping An Insurance (Hong Kong) Company Limited

You

The person(s) or company named as insured in the schedule.

SECTION 1 – Booth Setting

We shall indemnify you against any damage to property or amount which you become legally liable to pay as compensation for an accident causing bodily injury to a person or damage to property.

1.1 Material Damage

We shall indemnify you in respect of loss of or damage to the material of insured work at the exhibition venue during the Period of Insurance arising from any cause whatsoever not hereinafter excluded.

We shall not indemnify you in respect of that part of the Works which has been taken into use or occupation by you from the time of such taking into use.

Provided that our total liability under this Section shall not exceed the Sum Insured shown in the Schedule for each item of the Insured Property.

Exclusions to Section 1.1

This section does not cover:

- 1.1.1. loss or damage due to any fault, defect, error or omission in or failure of any design plan or specification;
- 1.1.2. loss or damage due to defect in material or workmanship but this exception shall be limited to that part of Insured Property directly affected and shall not exclude loss or damage to other parts of the Insured Property resulting from an accident due to such defect;
- 1.1.3. loss of or damage to any item of machinery forming part of the Works or Constructional Plant due to its own explosion, mechanical or electrical breakdown or derangement but this exclusion shall not be deemed to exclude damage to other parts of the Works or Constructional Plant arising as a consequence of such explosion, breakdown or derangement;
- 1.1.4. loss of Insured Property due to it being stolen or otherwise missing from the exhibition venue unless loss is identifiable by the Insured with a specific occurrence;
- 1.1.5. loss of or damage to cash, bank notes, treasury notes, cheques, postal orders, money orders, stamps, deeds, bonds, bills of exchange, promissory notes and securities;
- 1.1.6. loss of use, liquidated damages, penalties, performance guarantees or other consequential losses;
- 1.1.7. loss of or damage due to wear and tear, rust, mildew or other deterioration due to gradually operating causes;
- 1.1.8. the cost of maintenance;
- 1.1.9. loss of or damage to any locomotive, waterborne vessel, aircraft or vehicle other than any land vehicle which is used solely on the exhibition venue and which is not used on any public road or public highway to which any road traffic legislation applies;
- 1.1.10. damage to tyres whilst attached to a vehicle of plant unless the vehicle or plant is damaged at the same time;
- 1.1.11. loss or damage due to cessation work whether total or partial.
- 1.1.12. loss or damage that is not unforeseen or accidental in nature.
- 1.1.13. known or planned construction, alteration or repair work at venue.
- 1.1.14. the first HKD5,000 or 10% of loss whichever is the greater for each and every loss.

Conditions to Section 1.1

1.1.15. in the case of damage which can be repaired, the costs of necessary repairs without deduction for depreciation, however indemnification shall be limited to costs not exceeding the actual value of the damaged property;

1.1.16. in the case of a total loss, the actual value of the insured property immediately before the occurrence of the loss less salvage.

1.2 Liability to Third Parties

We shall indemnify you in respect of all sums which you will become legally liable to pay for :-

- accidental death, bodily injury, illness or disease suffered by any person arising out of insured work;
- accidental loss or damage to physical property arising out of insured work.

Our Liability under this section of the Policy for all compensation payable to any claimant or number of claimants in respect of or arising out of all occurrences of a series consequent on or attributable to one original cause shall not exceed the limit of indemnity specified in the Schedule.

In respect of any claim covered by this Section of the Policy we shall in addition be liable for:

- all costs and expenses of litigation recovered by any claimant against you;
- all costs and expenses of litigation incurred by you with the written consent of us in resisting any claim.

The insurance by this Section shall apply to you and the contractor(s) you employed as if a separate policy had been issued to each party.

Provided always that our aggregate liability will not be increased beyond the limit of indemnity stated in the Schedule. The maximum amount we shall pay for any one claim is also stated in the schedule.

Exclusions to Section 1.2

This section does not cover :

- 1.2.1. liability in respect of death, bodily injury, illness or disease suffered by:
 - any person employed by any insured party for the purpose of execution of the insured work or any parts thereof; and
 - any person to whom part or parts of the insured work have been sub-contracted including but not limited to self-employed sub-contractors.
- 1.2.2. liability in respect of compensation claimed from you by an injured person or dependent under any Employees Compensation Legislation;
- 1.2.3. liability resulting from or attributable to or caused by the ownership or possession or use by or on your behalf of any locomotive, waterborne vessel, aircraft, or vehicle other than any land vehicle which is used solely on the contract Site and which is not used on any public road or public highway to which any Road Traffic Legislation applies.
- 1.2.4. liability compulsorily insurable under any legislation governing the use of motor vehicle;
- 1.2.5. liability in respect of loss or damage to any building property or structure caused by or resulting from vibration or by the removal or weakening of support;
- 1.2.6. liability in respect of loss or damage to property belonging to or in the care, custody or control of you or your contractor(s);
- 1.2.7. liability in respect of loss or damage to permanent or temporary works or materials forming part of the Contract or contracts insured under this Policy;
- 1.2.8. liability consequent upon any agreement by you to pay any sum by way of indemnity or otherwise or predetermined penalties or liquidated damages imposed under any contract entered into by you unless such liability would have attached also in the absence of such agreement, contractual penalty or liquidated damages.
- 1.2.9. liability in respect of known or planned construction, alteration or repair work at venue.
- 1.2.10. the first HKD5,000 in respect of each and every third party property damage claim.

SECTION 2 – Property during Exhibition

We shall indemnify you in respect of loss of or damage to the insured's content and stock including exhibition material, display materials, furniture, fixtures and other fittings, machinery, plant and other property being used or displayed within exhibition venue.

Contents

We shall, at our option, pay the cost of reinstatement, repair or replacement of contents on the exhibition venue, or shall arrange for their replacement or for repair work to be carried out following damage not otherwise excluded by this policy and within the period of insurance.

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

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

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

Stock

We shall pay the invoice price of stock on the exhibition venue following damage not otherwise excluded by this policy and within the period of insurance.

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

2.1 Exclusions to Section 2 and its Extensions

The section does not cover

- 2.1.1. any damage to money (unless otherwise insured hereunder) securities and other negotiable instruments, works of art, jewellery item and it's related accessories, furs, precious metals, precious stones, travel tickets, fixed glass, advertising signs (unless otherwise insured hereunder) or property more specifically insured elsewhere.
- 2.1.2. any mysterious disappearance, unexplained loss or shortage discovered upon

stocktaking or making of an inventory.

- 2.1.3. any fraudulent or dishonest act by you or your partners, directors or employees (unless otherwise insured hereunder).
- 2.1.4. any delay, loss of market, loss of use or consequential damage of any kind.
- 2.1.5. malicious damage caused to or contributed by you or your partners, directors or Employees.
- 2.1.6. damage to any property sized or confiscated by order of any public authority.
- 2.1.7. mobile phone owned by insured or insured's employees unless it is used as displayed item for exhibition purpose.
- 2.1.8. damage caused by wear and tear (except for Stock), gradual deterioration, chewing scratching, denting, chipping, tearing or fouling by pets, vermin, corrosion, riot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, dyeing, alteration, repair or misuse.
- 2.1.9. damage caused by mechanical or electrical breakdown or derangement unless fire ensues and then only for the damage caused by such ensuing fire.
- 2.1.10. damage to automatic sprinkler systems or associated control equipment (unless otherwise insured hereunder)
- 2.1.11. any living creature or plants unless it is specifically insured under the Schedule of Policy.
- 2.1.12. damage to stock by theft not accompanied by forcible and violent entry to or exit from the exhibition venue.
- 2.1.13. damage to cash registers caused by theft.
- 2.1.14. damage caused by adverse weather including typhoon signal No.3 or above, red or black thunderstorm and rain water damaging property or temporary structure in open area.
- 2.1.15. loss or damage caused by rain water in open area.
- 2.1.16. the first HKD20,000 or 20% of loss whichever is the greater in respect of each and every water damage, typhoon and windstorm claim arising out of or in connection with open area.
- 2.1.17. the first HKD20,000 or 20% of loss whichever is the greater in respect of each and every damage occurred during non-exhibition hours in open area.
- 2.1.18. the first HK\$5,000 of each and every others loss.

Provision to Section 2 and its Extensions

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

Exhibition of watches and clocks will be subject to an article limit of HKD500 per item.

For exhibition of fruits, flowers, landscape and plant, the cover under this section is restricted to fire only for the last two days of the period of insurance.

Extensions of Section 2

2.2 Fixed Glass and advertising Signs

We shall pay the cost of:

replacing fixed glass in windows, doors, showcases, counters and shelves on the exhibition booth including silvered, lettered, bent, ornamental or other special glass which belong to you or for which you are responsible, as a result of accidental damage.

- boarding up until the glass is replaced.
- damage to booth front sign board.

The maximum amount we shall pay in respect of any one occurrence is stated in policy schedule.

The maximum amount we shall pay in total in any one periods of insurance is stated in policy schedule.

Special Exclusions to Extension 2.2

This extension does not cover

- 2.2.1. cracked or scratched glass.
- 2.2.2. damage resulting from repairs or alterations to the premises.

2.3 Removal of Debris

We shall pay the costs and expenses incurred in the removal of debris of contents and stock insured under this section following damage arising out of an event insured under Section 2.

The maximum amount we shall pay in respect of any one occurrence is stated in the policy schedule.

No excess is applied under Section 2.3.

2.4 Money

We shall indemnify you against, damage to money held in connection with the activity within insured exhibition venue provided always that all money on the exhibition booth must be kept in securely locked safe, drawer, strongroom or cash register and whenever the exhibition booth are unattended all keys to the safe, drawer, strongroom or cash register must be removed from the exhibition booth.

The maximum amount we shall pay under Section 2.4 is HK\$3,000.

Special Exclusions to Section 2.4

This extension does not cover

- 2.4.1. damage from any unattended vehicle.
- 2.4.2. any shortage due to any accounting error or omission or any depreciation in value.
- 2.4.3. damage arising outside the insured exhibition venue.
- 2.4.4. damage resulting from a safe, strongroom or any type of locked device being opened by a key, duplicate key or combination code unless such key or combination code is obtained by violence of the threat or violence to any person.
- 2.4.5. consequential loss of any kind.
- 2.4.6. damage more specifically insured under any other insurance.
- 2.4.7. damage to Money and cash registers caused by theft not accompanied by the use of forcible and violent means.

2.5 Personal Accident

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

Table of Benefit to Section 2.5

<u>Description</u>	<u>Sum Insured</u>
1. Death	HK\$50,000
2. Total loss of or loss of use of one or more limbs	HK\$50,000
3. Total loss of sight of one or both eyes	HK\$50,000
4. Permanent Total Disability to attend to your usual occupational or Business	HK\$50,000
5. Temporary Total Disability to attend to your usual occupation or Business	HK\$250 per week up to a maximum of 104 weeks

Condition to Section 2.5

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

No Excess is applied under Section 2.5.

Section 3 – Inland Transit

We shall indemnify you against any damage to goods in transit including displayed items and accessories used for exhibition (in the course of collection and delivery anywhere within Hong Kong and Guangdong Province, PRC by you or your employees) whether partial or total, arising from external causes.

This section attaches from the time the goods hereby insured leave the warehouse for commencement of the transit and continues in force in the ordinary course of transit including incidental transit by craft and temporary overnight storage of less than 24 hours until the insured goods are delivered directly to the exhibition venue, and vice versa.

Exclusions to Section 3

This section does not cover:

- 3.1 loss or damage caused by your intentional act or fault.
- 3.2 loss or damage falling under the liability of the consignor.
- 3.3 loss or damage arising from the quality or shortage of the insured goods prior to the attachment of this insurance.
- 3.4 loss or damage arising from normal loss, inherent vice or nature of the insured goods, loss of market and/or delay in transit and any expenses arising therefrom.
- 3.5 loss or damage to property insured whilst being left unattended or unexplained loss, mysterious disappearance nor loss or shortage disclosed upon taking inventory.
- 3.6 loss destruction or damage whilst the property is temporarily housed in the course of transit for the purpose of storage making up packing or processing.
- 3.7 consequential loss.
- 3.8 the first HKD1,000 for each and every loss.

Conditions to Section 3

It is your duty to attend to all matters as specified hereunder, failing which we reserve the right to reject your claims for any loss if and when such failure prejudices the rights of the Company:

- 3.9 you shall take delivery of the insured goods in good time upon their arrival at the port of destination named in the Policy. In the event of any damage to the goods, you shall immediately apply for survey to the Survey and/or Settling Agent stipulated in the

Policy. If your goods are found short in entire package or packages or to show apparent traces of damage, you shall obtain from the carrier, bailee or other relevant authorities certificate of loss or damage and/or short delivery. Should the carrier, bailee or the other relevant authorities be responsible for such shortage or damage, you shall lodge a claim with them in writing.

- 3.10 you shall, and we may also, take responsible measures immediately in salvaging the goods or preventing or minimizing a loss or damage thereto.

- 3.11 the following documents should accompany any claim hereunder made against us:

- Original Policy, Consignment Note, Invoice, Packing List, Weight Memo, certificate of Loss or Damage and/or Short Delivery, Survey Report, Statement of Claim.
- if any third party is involved, documents relative to pursuing recovery from such party should also be included.

- 3.12 the goods in transit should be properly and customary packed with proper inventory record.

Section 4 – Public Liability

4.1 Liability to third parties

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

The maximum amount we shall pay for any claim or claims arising from one occurrence including costs agreed by us in writing is specified in the schedule.

Exclusions to Section 4 and its Extensions

The section does not cover any liability arising directly or indirectly from:

- 4.1.1. bodily injury sustained by any employee, director or partner in the course of their employment in connection with the business
- 4.1.2. any advice, examination, prescription or treatment given by you or of goods sold by you (unless otherwise insured hereunder).
- 4.1.3. the cost of replacing, reinstating, rectifying, recalling or guaranteeing the performance of any goods sold, supplies, repaired serviced or of any work done by you in connection with the exhibition.
- 4.1.4. property which is leased, rented hired or lent to you or under the care, custody or control of you and any of your director, partner, employee.
- 4.1.5. fines, penalties or liquidated damages.
- 4.1.6. any liability assumed under a contract or agreement.
- 4.1.7. the ownership, possession or use by you or on your behalf of any mechanically propelled vehicle or trailer attached thereto or of a craft designed to travel in, on or through water, air or space.
- 4.1.8. any act or omission which is insured under any other policy.

This section does not cover the first HK\$3,000 of any claim in respect of Damage to third party's property.

Special Provision to Section 4 and its Extension

The maximum amount we shall pay for any claim or claims under this section arising from one event or cause is stated in policy Schedule including cost agreed by in writing.

Extensions of Section 4

4.2 Tenant's Liability

We shall indemnify you against any amounts which you as tenant become legally liable to pay as compensation for damage to the premises or to landlord's fixtures and fittings caused by an event not excluded by Section 2 occurring during the period of insurance connection with the exhibition.

The maximum amount We shall pay for any claim or claims arising from one occurrence is stated in policy Schedule including cost agreed by in writing.

4.3 Food and Drink

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

The maximum amount We shall pay for any claim or claims arising from one occurrence is stated in policy Schedule including cost agreed by in writing.

Section 5 – Employees' Compensation

Section 5 is only applicable if it is shown as being operative in the schedule.

5.1 Employees' Compensation

This section must be effected with one or more sections of this policy.

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

This Section covers residents of Hong Kong only.

The maximum amount We shall pay for any one occurrence is HK\$100,000,000 including cost agreed by in writing.

Exclusions to Section 5

This section does not cover

- 5.1.1. your legal liability to contractors' employees.
- 5.1.2. your legal liability to any person who is not an employee within the meaning of the Employees' Compensation Ordinance.
- 5.1.3. any liability assumed under a contract or agreement.
- 5.1.4. any liability arising from pneumoconiosis or noise induced deafness.
- 5.1.5. any fines or late payment charges which you may legally liable to pay.
- 5.1.6. if at the time any claim arise under this section there be any other insurance covering the same liability, we shall not be liable to pay for such claim.

5.2 Change in the Ordinance

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

5.3 Avoidance of Certain Terms and Rights or Recovery

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

Special Condition to Section 5

The name of every employee together with the amount of salary, wages and other earnings shall be properly recorded and you shall at all times allow us to inspect such records. If the amount so paid shall differ from the amount on which the premium has been paid, the difference in premium shall be met by a further proportionate payment to us.

MPF Contribution Endorsement

As condition precedent to our liability, you hereby warrant to submit full information of MPF contributions of all employees as requested by us. If there shall be discrepancy between the information submitted and as specified in the schedule of this policy, we shall have the right, at its discretion, to adjust claims payment, request additional premium or cancel the policy. Subject otherwise to the Terms, exceptions and conditions of this policy.

General Conditions

1. Precautions

You will take all reasonable steps to protect the property and prevent accidents, Bodily injury or Damage.

2. Changes in the risk

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

3. Misrepresentation

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

4. Policy Cancellation

We have the right to cancel the policy of any section or part of it by giving 7 days notice in writing by registered letter to your last known address and returning a rateable proportion of the premium for the unexpired period from the date of cancellation.

You may terminate this insurance at any time with written notice given to us, we shall retain the premium according to the time the policy has been in force.

5. Subrogation

We are entitled to

- take the benefit of your rights against others before or after we have paid a claim any may bring action in your name to enforce that right.
- take cover the defence or settlement of a claim against you by others.

6. Arbitration

If we admit liability for a claim but there is a dispute as to the amount to be paid, the dispute will be referred to an arbitrator who will be appointed jointly by you and us in accordance with the law at the time.

7. Recipient

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

8. Claims Procedures

8.1 Upon learning of any circumstances likely to give rise to a claim you must

- tell us as soon as reasonably and give us all the assistance We may reasonable require.
- report the damage to the police as soon as reasonably possible if such damage is caused by theft or attempted theft or by riot or civil, labour or political disturbances or by vandals or malicious people.
- as soon as reasonably send to us any writ or summons issued against You.
- supply at your own expense full details of the claim in writing including any supporting evidence and information that We require within 30 days of the occurrence.
- take action to minimize the damage and to avoid interruption or interference of the business and to prevent further bodily injury or damage.

8.2 We shall have the right to enter the premises where the loss or damage has occurred and to take and keep possession of any of the property insured.

8.3 We shall have the right to settle a claim by:

- cash payment.
- reinstatement or replacement of the property loss or damaged.
- repair of the property damaged.

8.4 If we decide upon reinstatement, replacement or repair we shall do so in reasonable manner but not necessarily to its exact previous condition or appearance.

8.5 We shall not spend on any one item more than its sum insured.

8.6 We shall have the right to the salvage of any insured property.

8.7 You must not admit, deny, negotiate or settle any claim without our written consent.

9. Other Insurance

Apart from Section 5 of this policy, if at the time of any claim there is any other policy covering the same property or occurrence insured by this policy, we shall the liable only for our proportionate share.

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

10. Jurisdiction

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

General Exclusions

This policy does not cover

1. any event arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military force or coup.
2. strike, riot, lock out, civil commotion or persons taking part in labour disturbances;
3. damage arising directly from pressure waves caused by aircraft and other aerial devices traveling to sonic or supersonic speeds.
4. any expense, consequential loss, legal liability or damage to any property directly or indirectly arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel.
 - the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly of nuclear component.
5. any damage or liability arising from pollution, contamination or seepage.
6. acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization. For the purpose of this exclusion "terrorism" means the use of violence for political ends and includes any use of violence for the putting of public or any section of the public in fear.
7. HIV related illness including AIDS and/or any mutant deviates or variations thereof however caused or named.
8. motor vehicles or other mechanically or electrically propelled vehicles or accessories licensed for road use.
9. financial or trading risks including financial default or failure, lack of support.
10. any existing circumstance which may give rise to a loss.
11. any consequential loss/business interruption due to infections disease.
12. any loss or damage caused by act of fraudulent or dishonesty.
13. damage to the property insured caused by 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.

14. malicious damage of any kind.
15. any event, loss, damage or liability under the conditions of attached Year 2000 Exclusion Clause I, II, III.
16. any event, loss, damage or liability under the conditions of attached Absolute Asbestos Exclusion.
17. any event, loss, damage or liability under the conditions of attached IT Clarification Condition.

Year 2000 Exclusion Clause I

This policy does not cover damage or consequential loss, cost, claim or expenses, whether preventative or otherwise of whatsoever nature directly or indirectly caused by or consisting of or arising from

1. any erasure, loss, distortion or corruption of information or data of any computer system or network, computer hardware or software, data processing equipment, computerized component, media, microchip, embedded chip, integrated circuit or similar devices, or other records.
or
2. the failure, malfunction or inadequacy of any computer system or network, any computer hardware or software, data processing equipment, computerized component, media, microchip, embedded chip, integrated circuit or similar devices, or other records whether the property of the Insured or not, and whether occurring before, during or after the year 2000
 - a. correctly to recognize any data as its true calendar data
 - b. to capture save or retain and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any data otherwise than as its true calendar data
 - c. to capture save or retain or correctly to process or interpret any data or information as a result of the operation of any command which has been programmed into computer system or network, especially any computer hardware or software, data processing equipment, computerized component, media, microchip, embedded chip, integrated circuit or similar devices, being a command which causes erasure, loss, distortion or corruption of data or information or the inability to capture save retain or correctly process such data on or after any date.

Year 2000 Exclusion Clause II

DAMAGE and/or CONSEQUENTIAL LOSS directly or indirectly caused by or consisting of or arising from the failure or inability of any computer, data processing equipment or media, microchip, embedded chip, integrated circuit or similar devices or any computer software, whether the property of the insured or not, and whether occurring before, during or after the year 2000

1. correctly to recognize any data as its true calendar date
2. to capture save or retain, and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date
3. to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture such retain or correctly to process such data on or after any date

Year 2000 Exclusion Clause III

1. The Company shall not be liable under this Policy in respect of any accident loss damage expenses or liability whatsoever occurring directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with any Computer System (as hereinafter defined) not being Year 2000 Compliant (as hereinafter defined), whether such Computer System belongs to the Insured or not.
2. The Company further shall not be liable under this Policy in respect of any cost or expenses however or whensoever incurred for the correction conversion renovation rewriting or replacement of any Computer System, whether belonging to the Insured or not, so as to render such Computer System Year 2000 Compliant.
3. For the purpose of this Memorandum:
 - a. a "Computer System" means any equipment installation system device and/or medium and any peripheral devices attached thereto (including microchips integrated circuits and other components and parts forming part thereof of forming part of such attached peripheral devices) for processing manipulating storing or retrieving data electronically and the expression "Computer System" also includes or refers to any hardware-and-software codes commands and instructions programmed into or encoded in any part of or used in connection with the Computer System;
 - b. a computer system is deemed "not being Year 2000 Compliant" if for any reason whatsoever it is not capable of correctly recognizing any date as its true calendar date or capturing saving or retaining and/or correctly manipulating interpreting or process and data or information or command or instruction as a result of:
 - i. treating any date otherwise than as its true calendar date; or

- ii. the operation of any command which has been programmed into any computer hardware or software, being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date.

4. In any action suit or other proceedings where the Company alleges that by reason of paragraph (1) or (2) of this Memorandum any accident loss damage expense or liability is not indemnifiable by this Policy, the burden of proving that such accident loss damage expense or liability is indemnifiable by this Policy shall be upon the Insured or any other person claiming to be indemnified.
5. Where this Memorandum is at variance with or inconsistent with any terms provisions or conditions of the Policy, this Memorandum shall take precedence and shall prevail.

Absolute Asbestos Exclusion

It is agreed that this Policy shall not apply :

- 1 To any liability for property damage, personal injury, sickness, disease, occupational disease, disability, shock, death, mental anguish or mental injury at any time arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust;
- 2 To any obligation of the insured to indemnify any party because of damages arising out of such property damage, personal injury, sickness, disease, occupational disease, disability, shock, death, mental anguish or mental injury at any time as a result of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust;
- 3 To any obligation to defend any suit or claim against the insured alleging personal injury, or property damage and seeking damages, if such suit or claim arises from personal injury or property damage resulting from or contributed to, by any and all manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust.

Further, should the underlying limits become impaired or exhausted for claim(s) payment(s) and/or loss adjustment expense(s) excluded by this endorsement, coverage provided by this policy will not drop down over the impaired or exhausted underlying limits, however, the policy will continue to respond for covered claims in excess of the limits stated in the declaration page as underlying.

IT Clarification Condition

Property damage covered under this Agreement shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Agreement.

- 1 Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage.

Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.

- 2 Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

Industries, Seepage, Pollution and Contamination Exclusion Clause

This insurance does not cover any liability for:

- (a) Personal Injury or Bodily Injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph (a) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction to tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance.
- (b) The cost of removing, nullifying or cleaning-up seepage, polluting or contaminating substances unless the seepage polluting or contamination substances unless the seepage pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance.
- (c) Fines, penalties, punitive or exemplary damages.

This Clause shall not extend this insurance to cover any liability which would not have been covered under this insurance had this Clause not been attached.

Infectious Disease Exclusion.

This policy shall exclude any claim in respect of death, bodily injury, illness of any person or damage to property arising directly or indirectly out of or caused by or in connection with infectious or contagious disease of any kind.

It is further understood that the Company shall not be liable for

- i) any payment for the investigation or defence of any loss
- ii) any cost or extra expense incurred

in relation to any kind of infectious or contagious disease either.

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

Terrorism and Computer Risk Exclusion Clauses

War and Terrorism Exclusion Endorsement

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expenses 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:

- (1) 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
- (2) 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 (1) and/or (2) above.

If the Underwriters allege 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 Assured.

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

IT Clarification Clause

Property damage covered under this Agreement shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Agreement.

- (A) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage.
Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
- (B) Loss of damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

Terrorism Exclusion Clause for Contamination And Explosive

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

- a) Biological or chemical contamination
- b) Missiles, bombs, grenades, explosives

due to any act of terrorism.

For the purposes of the endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(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 insurer 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.

Toxic Mold Exclusion

This policy does not insure loss or damage by mold, moss mildew, fungi, spores, bacterial infestation or any similar organism and wet or dry rot, whether directly or indirectly the result of a covered peril. This includes, but is not limited to, the cost for investigation, testing, remediation services, extra expense or business interruption. Such loss is excluded regardless of any other cause or event that continues concurrently or in any sequence to the loss. If loss otherwise covered by this Policy occurs and the cost of removal of debris is increased due to the presence of mold, moss, fungi, bacterial infestation, wet or dry rot and extremes of humidity, this Policy will only be liable for the costs of debris removal which would have been incurred had no such factors been present in, on or about the covered property to be removed.

Total Asbestos Exclusion Clause

It is hereby understood and agreed that this contract shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos in whatever form or quantity.

Year 2000 Exclusion Clause

Memorandum

For the purposes of this Memorandum the expression Computer Equipment shall mean any computer or other equipment or system for processing, storing or retrieving data and shall include but shall not be limited to any computer hardware, firmware or software, media, microchip, integrated circuit or similar device.

This Policy does not cover any loss damage or liability of whatsoever nature directly or indirectly caused by contributed to by or arising from the failure or inability of any Computer Equipment whether the property of the Insured or not and whether occurring before during or after the year 2000.

- i) correctly to recognize any date as its true calendar date.
- ii) to capture save or retain or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its

true calendar date.

- iii) to capture save or retain or correctly to process any data as a result of the operation of any command which has been programmed into any Computer Equipment being a command which causes the loss of data or the inability to capture save or retain or correctly to process such data on or after any date.

Sanction Clause

No (re) insurer shall be deemed to provide cover and no (re) insurer shall be liable to pay any claim or pay any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any jurisdiction applicable to that (re)insurer.

Rights of Third Parties Exclusion Clause

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.