

# FIRE INSURANCE POLICY

IN CONSIDERATION of the Insured named in the schedule hereto paying to the company named above the Premium mentioned in the schedule

**THE COMPANY AGREES** (subject to the terms exceptions and conditions contained herein or endorsed or otherwise expressed hereon which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the rights of the Insured to recover hereunder) that if the Property Insured at the Situation described in the Schedule or any part thereof shall suffer any loss destruction or damage (hereinafter referred to as 'Damage') caused by fire, or by lightning, or by explosion of boilers or gas used for domestic purposes only, or by any Extra Peril specified in the Schedule, at any time during the Period of Insurance or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of this Policy, the Company will pay to the Insured the value of the Property Insured at the time of the happening of its loss or destruction or the amount of such damage or at the Company's option reinstate or replace such Property or any part thereof

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

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

## EXCEPTIONS

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

1. Damage occasioned by or through or in consequence of, directly or indirectly, any of the following:
  - (a) fire or explosion resulting from earthquake, volcanic eruption or other convulsion of nature;
  - (b) the Property Insured's own spontaneous fermentation or heating;
  - (c) the Property Insured undergoing any process involving the application of heat;
  - (d) burning whether accidental or otherwise of forests, bush, prairie, pampas or jungle, and the clearing of lands by fire;
  - (e) the burning of property by order of any public authority;
  - (f) riot, civil commotion, strikers or locked-out workers;
  - (g) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war;
  - (h) mutiny, military or popular uprising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege;
  - (i) any nuclear weapons material;
  - (j) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, solely for the purpose of this exception combustion shall include any self-sustaining process of nuclear fission;
  - (k) pollution or contamination not resulting from an insured peril;
  - (l) theft during or after the occurrence of a fire;
  - (m) explosion other than of boilers or gas used for domestic purposes only.
2. Damage to any electrical machine, apparatus, or any portion of the electrical installation arising from or occasioned by its own over-running, excessive pressure, short circuiting, self heating, arcing or leakage of electricity arising from whatever cause (lightning included);
3. Damage to property which at the time of the happening of such Damage is insured by, or would but for the existence of this Policy, be insured by any marine policy or policies, except in respect of any excess beyond the amount which would have been payable under such marine policy or policies had this Policy not been effected;
4. Goods held in trust or on commission, bullion, unset precious stones, works of art, manuscripts, plans, drawings or designs, patterns, models, moulds, securities, obligations, documents, stamps, coined or paper money, cheques, books of accounts, business books, computer systems records, explosives;
5. Consequential loss or damage of any kind or description.

## CONDITIONS

### 1. Identification

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

### 2. Misrepresentation

If there be any material misdescription of any of the Property Insured, or of any building or place in which such property is contained, or any misrepresentation as to any material fact to be known for estimating the risk, or any omission to state such fact, the Company shall not be liable under this Policy so far as it relates to property affected by any such misdescription, misrepresentation or omission.

### 3. Reasonable Precautions

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

### 4. Alterations and Removals

Unless the Insured has obtained the consent of the Company in writing before the occurrence of any Damage, the insurance ceases to attach regarding the Property affected under any of the following circumstances:

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

### 5. Cancellation

This Policy may be cancelled at any time:

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

### 6. Warranties

Every warranty to which the Property Insured or any item thereof is or may be made subject shall from the time the warranty attaches apply and continue to be in force during the whole currency of this Policy, and non-compliance with any such warranty shall be a bar to any claim in respect of such Property or item, provided that whenever this Policy is renewed a claim in respect of Damage occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before commencement of such period.

### 7. Claims (Action by the Insured)

If any event giving rise to or likely to give rise to a claim under this Policy comes to his knowledge the Insured shall:

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

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

**IMPORTANT:** Please read this Policy carefully upon receipt and promptly request for any necessary amendments.

## 8. Forfeiture of Benefits

All benefits under this Policy shall be forfeited:

- (a) if any claim made be in any respect fraudulent;
- (b) if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain benefit under this Policy;
- (c) if any Damage is caused by the wilful act or with the convenience of the Insured;
- (d) if the Insured or any person acting on his behalf shall hinder or obstruct the Company in the exercise of its rights;
- (e) in respect of any claim made and rejected if an action or suit be not commenced within twelve months after such rejection;
- (f) in respect of any claim where arbitration takes place pursuant to Condition 14 of this Policy and an action or suit be not commenced within twelve months after the making of an arbitration award;
- (g) in respect of any claim after the expiration of twelve months from the happening of the Damage, unless such claim is the subject of pending legal action or arbitration.

## 9. Possession Rights

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

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

## 10. Option to Reinstatement

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

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

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

## 11. Average (Underinsurance)

If at the time of Damage, the Property Insured be collectively of greater value than the sum insured thereon, the Insured shall bear a share of the Damage corresponding directly to the proportion of underinsurance.

Every item, if more than one, of the Property Insured shall be separately subject to this Condition.

## 12. Contribution

If at the time of Damage, there be any other insurance effected by or on behalf of the Insured covering any of the Property Damaged, the liability of the Company hereunder shall be limited to its rateable proportion of such Damage.

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

## 13. Subrogation

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

## 14. Arbitration

If any difference shall arise as to the amount to be paid under this Policy such difference shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance. If the parties fail to agree upon the choice of arbitrators or umpires, then the choice shall be referred to the Chairman for the time being of the HongKong International Arbitration Centre. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained.

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

Class II (semi-massive): construction all through of roofing by asbestos plate and/or metal-sheet in conjunction with close-ended walling frameworks and formworks of metal sheet concrete brick and/or stone.

Class III (inferior structure): structure other than those defined in class I and II construction above. Open storage shall be deemed as class III Construction for the purpose of this policy.

## 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 is 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

## THE BUILDING CONSTRUCTION CODE SPECIFIED IN THE SCHEDULE OF THIS POLICY SHALL BE DEFINED AS FOLLOWS:-

Construction of building(s) within the insured situation:

Class I (massive) &/or Class II (semi-massive) construction; Class III (inferior structure)

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.

**The following perils endorsement will only be applicable to this Policy when the perils number is stated in the policy schedule:**

#### **CLAUSES / WARRANTIES / ENDORSEMENTS:-**

- A7 FOUNDATIONS EXCLUSION** The insurance on Building excludes that part of any building below the level of the under surface of its lowest floor.
- A8 ELECTRICAL INSTALLATIONS** The Company will not be liable for loss of or damage to any Electrical Plant, Apparatus or Installation caused by its own over-running, excessive pressure, short circuiting or self heating
- A11 LIEN CLAUSE** Loss, if any, under this policy shall be payable to the Lien Holder/s named in the Schedule of this Policy as their interest may appear, whose receipt will be a valid discharge.
- A12 MORTGAGEE / NON-OCCUPYING LANDLORD CLAUSE** It is hereby declared and agreed that this insurance shall not be invalidated by any change of occupancy or increase of risk taking place in the property without the knowledge of the Insured, provided that he shall immediately, on the same coming to his knowledge, give notice thereof to the Company and pay any additional premium which may be required from the date of such increase of

risk.

**A13 MORTGAGEE CLAUSE** Loss, if any under this policy shall be payable to the Mortgagee or Assignees of Mortgagee interest named in the Schedule of this Policy 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 Assignee only shall not be invalidated by any act or neglect of the Mortgagee 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 as soon as any such change, alteration or increase shall come to their knowledge, and on demand shall pay to the Company the appropriate additional premium from the time when such increase of risk first took place.

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

Provided that as between the Company and the Mortgagor or Owner of the Property insured nothing contained in this clause shall in any way constitute or be deemed to constitute any waiver of, or prejudice or affect any rights which the Company may have against the Mortgagor or Owner of the Property insured, or lessen any 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 said Assignees for 10 days after notice to the Mortgagees or said Assignees of such cancellation, and shall then cease, and the Company shall have the right on like notice to cancel this agreement.

**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.

**A33 LEGAL REQUIREMENT 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 Undertaking 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.

**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 staircase or landing or in any passageway within or in common use with the premises described in the policy.

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

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

**B8 COLD STORE CLAUSE B** Notwithstanding anything herein contained to the contrary this policy covers loss of or damage to the property thereby insured which may be caused by change of temperature resulting from the total or partial destruction or disablement of the refrigerating plant by Fire or Lightning as within defined, subject otherwise to the terms, limitations and conditions of the policy.

**B11 COTTON WASTE WARRANTY** Warranted no cotton waste used on the within described premises in the manufacture of any article.

**B12 DIRECT HEAT WARRANTY** Warranted no process involving the use of direct heat be carried on in the within described premises.

**B13 ENGINEERING AND METAL WORKERS WARRANTY** Warranted no spray painting or paint drying by artificial heat or electro-plating on the within described premises.

**B14 FLAMMABLE LIQUIDS AND SOLVENTS WARRANTY A** Warranted no flammable liquids or solvents or any other substances having a flashpoint

below 150°F (66°C) used or stored on the within described premises.

- B19 MOTIVE POWER WARRANTY** Warranted no motive power other than hand power used on the within described premises.
- B23 NYLON COTTON WARRANTY** Warranted no vegetable cotton used or stored on the within described premises; the use and storage of "Nylon Cotton" is permitted.
- B24 OCCUPANCY WARRANTY A** Warranted no goods or merchandise, other than samples, stored in the within described premises.
- B25 OCCUPANCY WARRANTY B** Warranted no trade processing or manufacturing carried on at the within described premises.
- 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 in metal cans fitted with lids, kept in the within described premises.  
(To apply to all policies covering buildings, or contents of buildings in which motor vehicles are kept except motor service and filling stations and petroleum risks for which special provision is made under the Tariff).
- B32 PLASTIC GOODS FABRICATORS WARRANTY A**  
Warranted
- (a) no raw materials for the manufacture of plastics used or stored
  - (b) no process involving the use of heat except sealing or jointing by electrical heat carried out
  - (c) no solvents or other substances having a flash point below 150°F, used or stored
- } on the within described premises
- B33 PLASTIC GOODS MANUFACTURERS WARRANTY A** Warranted no raw materials for the manufacture of plastics other than protein based resins; products based on formaldehyde or other aldehydes; polyamide resins; polycarbonate based resins; polythene (polyethylene); silicone resins; cellulose acetate; fluorocarbons; polyester resins including alkyd resins used or stored on the within described premises.
- B34 PLASTIC GOODS MANUFACTURERS WARRANTY B** Warranted no raw materials for the manufacture of plastics other than protein based resins; products based on formaldehyde of other aldehydes; polyamide resins; polycarbonate based resins; polythene (polyethylene); silicone resins; cellulose acetate; fluorocarbons; polyester resins including alkyd resins; polystyrene, acetal resins, acrylic resins; acrylonitrile butadiene styrene (A.B.S.) resins, ethyl cellulose; halogenated plastics; epoxy resins; polypropylene used or stored on the within described premises.
- B37 FLAMMABLE LIQUIDS AND SOLVENTS WARRANTY B** Warranted that the amount of solvents and other substances having a Flash Point below 150°F used or stored on the within described premises shall not exceed 4 gallons in the aggregate.
- B38 PLASTIC GOODS MANUFACTURERS WARRANTY F** Warranted no cutting, grinding or buffing or similar process causing plastics dust carried on the within described premises without the use of an efficient dust extraction plant in connection therewith.
- B42 SAFETY FILM WARRANTY** Warranted no film other than safety film used or stored on the within described premises.
- B44 SPRAY PAINTING WARRANTY** Warranted no spray painting or spraying of petrol or any process in connection therewith on, or within 25 feet of, the within described premises.
- B51 WOODWORKING WARRANTY** Warranted no woodworking on the within described premises.
- B53 UNOCCUPIED BUILDING WARRANTY** Warranted that at no time shall the premises described herein be used for the storage or deposit of goods of any kind or for any other purpose whatsoever.  
It is further warranted that all doors windows and other openings shall be so secured at all times as to prevent entrance by any un-authorised person or persons.
- B54 STORAGE WARRANTY (SHOPS)**
- (a) Warranted no trade processing or manufacturing carried on in the premises which involves the use of:
    - (i) machinery with a motive power in excess of 5 H.P. in the aggregate
    - (ii) heating or boiling apparatus other than of the small domestic type
  - (b) Warranted no storage or deposit for sale of:
    - 1. Acids
    - 2. Alcohols
    - 3. Ammunition, Explosives, Fireworks and Fire crackers
    - 4. Bamboo, Cane, Willow, Rattan and articles made therefrom
    - 5. Benzene and Benzine
    - 6. Calcium carbide

- 7. Candles and Wax
- 8. Chlorates, Perchlorates and chlorites
- 9. Compressed Gases
- 10. Cotton, Hemp, Jute and Kapok (except in fully machine pressed and metal bound bales)
- 11. Cotton quilts
- 12. Films (nitrocellulose base)
- 13. Firewood, Charcoal and coal
- 14. Flammable substances having a flash point below 150°F
- 15. Insecticides having a flash point below 150°F
- 16. Joss sticks and paper
- 17. Kerosene
- 18. Liquefied petroleum gases
- 19. Matches other than in tin-lined cases
- 20. Matting and Mat bags\* (other than Seagrass matting)
- 21. Naphtha
- 22. Nitrates & Nitrites
- 23. Oils having a flash point below 150°F
- 24. Oily and greasy rags and waste
- 25. Paints, Enamels and Lacquers having a flash point below 150°F
- 26. Paper flowers, lanterns and the like and Paper shavings
- 27. Peroxides
- 28. Petrol and Petroleum spirits
- 29. Phosphorus
- 30. Potable spirits in containers other than bottles and jars.
- 31. Printing inks having a flash point below 150°F
- 32. Resins having a flash point below 150°F
- 33. Sodium hydroxide (Caustic soda)
- 34. Wood wool and shavings

Matting and Mat bags are permitted if used solely for packing or covering other goods on the premises.

- B55 MATTRESS MAKERS AND UPHOLSTERERS WARRANTY A**  
Warranted no foamed rubber or foamed plastic material used or stored or manufactured on the within described premises.
- B57 PLASTIC GOODS FABRICATORS WARRANTY B**  
Warranted
- (a) no raw materials for the manufacture of foamed or expanded plastic
  - (b) no foamed or expended plastics other than ethyl vinyl acetate foam and polyvinyl chloride foam used or stored on the within described premises.
- B58 PLASTIC GOODS FABRICATORS WARRANTY C**  
Warranted
- (a) no raw materials for the manufacture of foamed or expanded plastic
  - (b) no foamed or expended plastics other than ethyl vinyl acetate foam, polyvinyl chloride foam, flexible polyurethane foam, expanded polystyrene used or stored on the within described premises.
- GW3 PUBLIC GODOWN (GOODS IN STORE) WARRANTY**
- 1. Legal Requirements:  
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 Undertaking 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 of 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.
  - 2.
    - (a) No goods specified in the attached Classified Goods List
    - (b) No goods specified as Extra Hazardous in the attached Classified Goods List
    - (c) No cotton other than in fully machine pressed metal bound bales
    - (d) Not more than 50 gallons of kerosene and/or gasoline
- } included in the property insured.

## EXTRA PERILS ENDORSEMENT

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

### EP01A – Aircraft

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

### EP02A – Bush Fire

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

### EP03A – Earthquake (Fire & Shock)

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

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

### EP03B – Earthquake (Fire Shock & Flood)

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

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

### EP04A – Explosion

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

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

### EP05A – Vehicle Impact (by third party vehicle)

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

### EP05B – Vehicle Impact (by any vehicle)

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

### EP06A – Riot & Strike

Damage directly caused by

- (a) the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not)
  - (b) the wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out
  - (c) the action of any lawfully constituted authority in suppressing or attempting to suppress or in minimizing the consequences of any act mentioned in (a) and (b) above.
- but excluding
- (i) Damage occasioned through or in consequence, directly or indirectly, of
    - (a) any act of terrorism committed by any person acting on behalf of, or in connection with, any organization (for the purposes of this exclusion 'terrorism' means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear)
    - (b) civil commotion assuming the proportions of or amounting to a popular rising
    - (c) the malicious act of any person (whether or not such act is committed in the course of disturbance of the public peace) not being the wilful act of any rioter striker or lock-out worker in furtherance of a riot or strike or in resistance to a lock-out
  - (ii) Damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.
  - (iii) Damage occasioned by
    - (a) permanent or temporary dispossession resulting from confiscation commandeering or requisition by any

lawfully constituted authority

- (b) permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building provided nevertheless that the Company is not relieved of any liability to the Insured in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession.

### EP06B – Riot Fire

Damage by fire directly caused by

- (a) the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not)
  - (b) the act of any lawfully constituted authority in suppressing or attempting to suppress or in minimizing the consequences of any such act
- but excluding
- (i) Damage occasioned through or in consequence, directly or indirectly, of
    - (a) any act of terrorism committed by any person acting on behalf of, or in connection with, any organization (for the purposes of this exclusion 'terrorism' means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear)
    - (b) civil commotion assuming the proportions of or amounting to a popular rising
  - (ii) Damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.

### EP06C – Malicious Damage

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

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

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

### EP06D – Deterioration of Goods (Cold Storage) Riot & Strike

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

### EP06E – Deterioration of Goods Riot & Strike

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

### EP06F – Deterioration of Goods (Cold Storage) Riot Fire

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

### EP06G – Deterioration of Goods Riot Fire

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

### EP06H – Terrorism

Damage directly caused by any act of terrorism committed by any person acting on behalf of, or in connection with, any organization (for the purposes of this extension 'terrorism' means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear), provided always that cover under Extra Peril EP06A (Riot & Strike) is in force and subject to the application of the terms and exceptions under that Extra Peril.

### EP07A – Spontaneous Combustion

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

### EP08A – Sprinkler Leakage

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

- (i) such discharge or leakage of water shall be accidental and shall not be occasioned by or happen through
  - (a) heat caused by fire
  - (b) repairs or alterations to the building or premises
  - (c) repair, removal or extension of the said Installation
  - (d) the order of the Government or of any Authority
  - (e) explosion, the blowing-up of building or blasting
- (ii) the Insured shall at all times take all reasonable steps to prevent damage to the said Installation and, so far as his responsibility extends, to maintain the said Installation,

including the automatic external alarm signal, in efficient condition, in the event of any discharge or leakage from the said Installation the Insured shall do and permit to be done all things practicable, whether by removal or otherwise, to save and protect the Property Insured.

- (iii) whenever it is intended to make any changes, repairs or alterations to the said Installation, the Insured shall give written notice thereof to the Company.
- (iv) the Company shall have access to the Situation insured at all reasonable times for purposes of inspection and if the Company shall notify the Insured of defects in the construction or condition of the said Installation requiring alteration or repairs the Company may also at their option by notice in writing suspend the insurance by this extension until such alteration or repairs shall be duly completed.

### EP09A – Typhoon & Windstorm (Excluding Flood)

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

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

### EP09B – Typhoon & Windstorm (including Flood)

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

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

### EP09C – Typhoon, Windstorm & Flood

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

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

### EP10A – Water Tanks, Apparatus & Pipes

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

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