



## Index

# SmartPlan Office Insurance Policy

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## Definitions

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Certain words in the Policy have special meanings. These words have the same meaning wherever they are used in the Policy or Schedule. These are given below or defined at the beginning of the appropriate Section.

<b>You/Your/The Insured</b>	The person named as the policyholder or Insured in the Schedule.
<b>We/Us/The Insurer/ The Company/ AXA General Insurance</b>	AXA General Insurance Hong Kong Limited.
<b>Hong Kong</b>	The territorial limits of Hong Kong.
<b>Office</b>	The room or building where your business as stated in the Schedule is carried out with no processing and/or manufacturing of any kind.
<b>Premises</b>	The building within which your office is located at the premises shown in the Schedule which is constructed of brick, stone or concrete and roofed with concrete, asphalt, slates, tiles, metal sheets or slabs.
<b>Type of Business</b>	The business of your office as stated in the Schedule.
<b>Office Contents</b>	Property normally kept inside your office, including furniture, fixtures and fittings, tenant's improvements, business equipment and machinery, trade samples, personal effects belonging to you or your employees, cables, pipes and signs and all other contents belonging to you or for which you are responsible but excluding money, stock-in-trade and stock-in-trust.
<b>Money</b>	Cash, bank notes, cheques, money orders, postal orders, bills of exchange and current unused postage stamps all belonging to the Insured.
<b>Office Contents Sum Insured</b>	The amount of insurance is shown in your Schedule. It represents the maximum amount we would pay under Section 1 (unless otherwise specified).
<b>Legislation</b>	The Employees' Compensation Ordinance.
<b>Injury</b>	Bodily injury resulting solely, directly and independently of all other causes from an accident caused by external violent and visible means.
<b>Accident</b>	As referred to in the definition of injury means a sudden unforeseen and fortuitous event.

## Conditions (these apply to all Sections)

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You must comply with the following Conditions to have the full protection of your Policy. If you do not comply with them we may cancel the Policy or refuse to entertain your claim.

### 1 Precautions

You must

- take all reasonable precautions to prevent accidents and losses
- comply with all statutory obligations

### 2 Claims

If any accident resulting in loss or damage, injury or liability to the Insured which may give rise to a claim, you must

- give written notification to us as soon as reasonably possible
- send to us immediately any writ or summons and as soon as possible any letter, claim, or other document
- notify us immediately of any impending prosecution, inquest or fatal inquiry
- at your expense, or at the expense of any person representing you, provide us with certificates, information and other documents as we may reasonably require

you must NOT

- admit or deny any claim made by someone else against you or make any agreement with them

We have the right to negotiate, settle or defend any such claim in your name and on your behalf. We can also use any legal right of recovery you have.

We are entitled to request

- an examination by a medical referee appointed by us for a non-fatal injury
- a post-mortem examination in the event of death

### 3 Cancellation

We may cancel the Policy by sending 7 days' notice by registered letter to you at your last known address. We will return a proportionate part of the premium providing no claims have been made.

You may also cancel the Policy at any time by sending 7 days' written notice. If there has been no claim during the current period we will return a proportionate part of the premium provided the minimum premium has been retained by us.

### 4 Our Right to Recovery

If we are obliged by legislation to pay an amount for which we would not otherwise be liable, you must repay such amount to us.

### 5 Fraud

If you or anyone acting for you makes a claim under the Policy knowing the claim to be false or fraudulently inflated we will not pay the claim and all cover under the Policy will be forfeited.

### 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 in Hong Kong. The arbitrator will be appointed jointly by you and us in accordance with the law at the time.

If a single arbitrator cannot be agreed upon, two arbitrators will be appointed, one by you and one by us. If the two arbitrators are unable to agree, they will appoint an umpire who will preside at their meetings.

You may not take legal action against us over the dispute before the arbitrator has reached a decision.

### 7 Other Insurance(s) (not applicable to Section 5)

If any accident, injury, loss or liability insured by this Policy is covered by any other insurance we will only pay our rateable proportion.

### 8 Renewal

We are not obliged to accept any renewal premium or to send you notice of any renewal premium becoming due.

### 9 Notification of Changes

You must notify us as soon as possible in writing of any change which may affect this insurance and in particular any change of the type of business, your address and premises.

### 10 Average

If the property hereby insured shall at the time of the loss be of greater value than the Sum Insured, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item of the Section shall be separately subject to this condition.

### 11 Jurisdiction Clause

The Company shall not be liable in respect of any judgments that are delivered by or obtained from a court outside Hong Kong. Furthermore the indemnity shall not apply to a judgment or order obtained in Hong Kong for the enforcement of a judgment obtained elsewhere.

## What is not covered (these Exclusions apply to Section 1 to 7 only)

(A) We will not pay for

- 1 Any accident, injury or loss caused by fraud or dishonesty of any employee of the Insured.
- 2 Any accident, injury or loss caused by shortage due to errors or omissions.
- 3 Any accident, injury or loss due to mysterious disappearance.
- 4 Any loss, damage or liability occasioned by, or happening through, confiscation or detention by customs, or other officials or authorities.
- 5 Any accident, injury, disease, loss, or liability occasioned by, or happening through, war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, civil commotion.
- 6 Any loss, damage, or liability, occasioned by, or happening through, acts of terrorism committed by any person, or persons, acting on behalf of, or in connection with, any organization.
- 7 Any loss or damage to any property, or any loss or expense, or any consequential loss, or any legal liability, directly or indirectly caused by, or contributed to, or arising from
  - i ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - ii the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component

(B) War and Civil War Exclusion Clause

This insurance does not cover any liability assumed by the Insured for loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority, or any act of any person or persons acting on behalf of or in connection with any organisation the objects of which are to include the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means.

(C) 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 expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

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

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

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

## What is not covered (these Exclusions apply to Section 1 to 7 only)

(D) Pollution and Contamination Exclusion Clause

This insurance does not cover any loss arising from pollution and contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by pollution or contamination which itself from a peril insured against.

(E) Electronic Data Endorsement B (IT / Cyber Risk Clarification Clause) (NMA 2915)

i) Electronic Data Exclusion

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

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

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

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

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

Listed Perils : Fire  
Explosion

ii) Electronic Data Processing Media Valuation

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

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

(F) Total Asbestos Exclusion Clause (Applicable to Section 7 - Public Liability only)

This Policy 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, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

## Section 1 – Office Contents and Stock

What is covered	What is not covered		
<p>In the event of loss or damage to Office Contents and Stock contained in your premises, we will at our option pay in cash the replacement amount of the loss or damage, or may repair, reinstate or replace the lost or damaged property.</p> <p>We will not pay more than the total amount shown in the Schedule for Office Contents Sum Insured, during any one year, subject to the following limits:</p>	<p>Loss or damage</p>		
<p><b>Office Contents</b></p>	<p>1 caused by scratching, denting, wear and tear, depreciation, rot, fungus, insects, moth, vermin, atmospheric or climatic condition, the action of light, dyeing, any process of cleaning or restoring, maintenance, repair or dismantling, electrical or mechanical breakdown or derangement.</p>		
<table border="0"> <tr> <td style="padding-right: 20px;">Loss of or damage to office equipment or machinery</td> <td>up to HK\$100,000 per item</td> </tr> </table>	Loss of or damage to office equipment or machinery	up to HK\$100,000 per item	<p>2 arising from depreciation in value, loss of market, or consequential loss.</p>
Loss of or damage to office equipment or machinery	up to HK\$100,000 per item		
<table border="0"> <tr> <td style="padding-right: 20px;">Loss of or damage to trade samples</td> <td>up to HK\$35,000 per item</td> </tr> </table>	Loss of or damage to trade samples	up to HK\$35,000 per item	<p>3 to articles of a brittle nature unless such damage arises from fire, burglary or theft.</p>
Loss of or damage to trade samples	up to HK\$35,000 per item		
<table border="0"> <tr> <td style="padding-right: 20px;">Loss of or damage to portable office equipment outside your premises within Hong Kong</td> <td>up to HK\$10,000 per item and HK\$25,000 per policy year</td> </tr> </table>	Loss of or damage to portable office equipment outside your premises within Hong Kong	up to HK\$10,000 per item and HK\$25,000 per policy year	<p>4 revealed at routine stocktaking.</p>
Loss of or damage to portable office equipment outside your premises within Hong Kong	up to HK\$10,000 per item and HK\$25,000 per policy year		
<table border="0"> <tr> <td style="padding-right: 20px;">Loss of or damage to documents, cards, tape files or transparencies</td> <td>up to HK\$5,000 per item</td> </tr> </table>	Loss of or damage to documents, cards, tape files or transparencies	up to HK\$5,000 per item	<p>5 arising from thefts directly or indirectly attributable to illegal actions of the Insured's employees.</p>
Loss of or damage to documents, cards, tape files or transparencies	up to HK\$5,000 per item		
<table border="0"> <tr> <td style="padding-right: 20px;">Loss of or damage to work of art</td> <td>up to HK\$5,000 per item and HK\$10,000 per policy year</td> </tr> </table>	Loss of or damage to work of art	up to HK\$5,000 per item and HK\$10,000 per policy year	<p>6 arising from consequential loss or legal liability of any nature other than for goods held under your care, trust, custody or control.</p>
Loss of or damage to work of art	up to HK\$5,000 per item and HK\$10,000 per policy year		
<table border="0"> <tr> <td style="padding-right: 20px;">Loss of or damage to the personal effects of you or your employees</td> <td>up to HK\$5,000 per person</td> </tr> </table>	Loss of or damage to the personal effects of you or your employees	up to HK\$5,000 per person	<p>7 to money or cash of any description, bonds, bills of exchange, securities, promissory notes, bullion, valuables, jewellery or precious stones.</p>
Loss of or damage to the personal effects of you or your employees	up to HK\$5,000 per person		
<p><b>New for Old Cover</b></p> <p>Claims for the loss or destruction of Office Contents (other than trade samples, stock and personal effects) will be settled on the basis of replacement as new provided that you have maintained them in sound condition with good and regular repair.</p>	<p>8 due to change in temperature or humidity, failure or inadequate operation or any variation in temperature of an air-conditioning, cooling or heating system.</p>		
	<p>9 of the first HK\$1,000 of any one loss or damage, other than caused by water.</p>		
	<p>10 of the first HK\$3,000 or 10% of the loss amount, whichever is the greater, for damage caused by water.</p>		
	<p>11 of the first HK\$2,500 of any one loss or damage for each portable laptop computer.</p>		
	<p>You should also refer to the Policy Exclusions shown on page 4 and 5 of this booklet.</p>		

## Section 1 – Office Contents and Stock

<b>Additional Benefits</b> (the followings are included in this Section)	
<b>What is covered</b>	<b>What is not covered</b>
<p><b>1.1 Alterations or Repairs</b></p> <p>The insurance afforded by this Policy shall remain operative during the premises in course of structural alterations, repairs or interior decorations.</p> <p>Provided that the maximum contract value of such works shall not exceed HK\$200,000.</p>	<p>Events not covered by Section 1 of this Policy.</p> <p>You should also refer to the Policy Exclusions shown on page 4, 5 and 6 of this booklet.</p>
<p><b>1.2 Architects' and Surveyors' Fees</b></p> <p>We will pay for architects', surveyors' and consultant engineer's fee necessarily incurred in the reinstatement of the premises consequent upon its destruction or damage by a peril hereby insured.</p> <p>We will not pay more than HK\$5,000 for architects' and surveyors' fees, during any one year.</p>	<p>Events not covered by Section 1 of this Policy.</p> <p>You should also refer to the Policy Exclusions shown on page 4, 5 and 6 of this booklet.</p>
<p><b>1.3 Damage to Premises by Theft</b></p> <p>Loss of or damage to your premises by theft involving actual forcible and violent entry into or exit from your premises or any attempted theft thereat.</p> <p>We will not pay more than HK\$20,000 for damage to premises by theft, during any one year.</p>	<p>Events not covered by Section 1 of this Policy.</p> <p>You should also refer to the Policy Exclusions shown on page 4, 5 and 6 of this booklet.</p>
<p><b>1.4 Debris Removal</b></p> <p>We will pay for the cost of removing debris from the premises following loss of or damage to Office Contents, subject to a maximum limit of 10% of the Office Contents Sum Insured as stated in the Schedule and provided that a valid claim is payable under Section 1 of this Policy.</p> <p>We will not pay more than 10% of the Office Contents Sum Insured as stated in the Schedule, during any one year.</p>	<p>Events not covered by Section 1 of this Policy.</p> <p>You should also refer to the Policy Exclusions shown on page 4, 5 and 6 of this booklet.</p>
<p><b>1.5 Documents in Transit</b></p> <p>Loss of or damage to your business documents while in transit between your premises and anywhere in Hong Kong.</p> <p>We will not pay more than HK\$5,000 for documents in transit, during any one year.</p>	<p>Events not covered by Section 1 of this Policy.</p> <p>You should also refer to the Policy Exclusions shown on page 4, 5 and 6 of this booklet.</p>

## Section 1 – Office Contents and Stock

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### **Additional Benefits** (the followings are included in this Section)

#### **What is covered**

##### **1.6 Fire Extinguishing Expenses**

We will pay for the cost of extinguishing a fire, provided that it is necessarily, reasonably and actually incurred by you, following a fire or an explosion.

We will not pay more than HK\$10,000 for fire extinguishing expenses, during any one year.

#### **What is not covered**

Events not covered by Section 1 of this Policy.

You should also refer to the Policy Exclusions shown on page 4, 5 and 6 of this booklet.

##### **1.7 Temporary Removal**

Loss of or damage to your Office Contents while temporarily removed from the office for cleaning, repairing or maintenance for a period of up to three months.

We will not pay more than 10% of the Office Contents Sum Insured as stated in the Schedule, during any one year.

Events not covered by Section 1 of this Policy.

You should also refer to the Policy Exclusions shown on page 4, 5 and 6 of this booklet.



## Section 2 - Business Interruption

<b>What is covered</b>	<b>What is not covered</b>
<p>In the event of the business at your premises being interrupted for more than 48 consecutive hours and a valid claim is payable under Section 1 of this Policy, we will pay for the additional expenditure reasonably incurred in order to avoid or minimise interruption of your business, for a period up to 12 months from the date of the damage.</p> <p>We will not pay more than the total amount shown in the Schedule for business interruption, during any one year.</p>	<ol style="list-style-type: none"><li data-bbox="813 351 1412 419">1 If the business is wound up or otherwise permanently discontinued or is carried on by a receiver or liquidator.</li><li data-bbox="813 442 1412 703">2 Loss due to Computer Viruses - loss resulting from interruption or interference with the business arising directly or indirectly from erasure loss distortion or corruption of information on computer systems or other records programs or software caused deliberately by rioters strikers locked-out workers persons taking part in labour disturbances or civil commotions or malicious persons.</li></ol> <p>You should also refer to the Policy Exclusions shown on page 4 and 5 of this booklet.</p>

<b>Additional Benefits</b> (the followings are included in this Section)	
<b>What is covered</b>	<b>What is not covered</b>
<p><b>2.1 Denial of Access</b></p> <p>Loss as insured by this Policy resulting from interruption of or interference with the business in consequence of damage to property in the vicinity of the premises which prevents or hinders the use of the premises or access to it for more than 48 consecutive hours, whether the premises or contents are damaged or not.</p> <p>We will not pay more than HK\$500,000 for denial of access during any one year.</p>	<p>Events not covered by Section 2 of this Policy.</p> <p>You should also refer to the Policy Exclusions shown on page 4 and 5 of this booklet.</p>
<p><b>2.2 Failure of Public Utilities</b></p> <p>Loss as insured by this Policy resulting from interruption of or interference with the business in consequence of damage to property at any electricity station or sub-station or water works or gas works of the public supply undertaking from which the Insured obtains electricity or water or gas for more than 48 consecutive hours.</p> <p>We will not pay more than HK\$500,000 for failure of public utilities, during any one year.</p>	<p>Events not covered by Section 2 of this Policy.</p> <p>Such failure results from the deliberate act of any supply authority or the exercise by any such authority of its power to withhold or restrict supply.</p> <p>You should also refer to the Policy Exclusions shown on page 4 and 5 of this booklet.</p>

## Section 2 - Business Interruption

### **Additional Benefits** (the followings are included in this Section)

#### **What is covered**

##### **2.3 Mandatory Provident Fund (MPF) Contribution**

In the event of the business at your premises being interrupted and temporarily closed for more than 7 consecutive days caused by fire and/or explosion, we will indemnify your actual MPF contributions as employer up to 3 months.

We will not pay more than HK\$5,000 for MPF contribution, during any one year.

#### **What is not covered**

Events not covered by Section 2 of this Policy.

You should also refer to the Policy Exclusions shown on page 4 and 5 of this booklet.

##### **2.4 Professional Accountants' Fees**

Any professional accountant's charges reasonably incurred by you for producing and certifying particulars required by us in connection with the verification of the claim.

We will not pay more than HK\$50,000 for professional accountants' fees, during any one year.

Events not covered by Section 2 of this Policy.

You should also refer to the Policy Exclusions shown on page 4 and 5 of this booklet.

## Section 3 - Electronic Equipment Insurance for Computers

### What is covered

#### 3.1 Computer Equipment and Data Media (All Risks)

We will pay for the loss of or damage to your office computer equipment, systems and data media should the item(s) suffer any unforeseen and sudden physical loss or damage from electrical or mechanical breakdown other than those specifically excluded, in a manner necessitating repair or replacement.

This Policy applies whether the insured items are at work or at rest, or being dismantled for the purpose of cleaning, overhauling or of being shifted within the premises, or in the course of the aforesaid operations themselves, or during subsequent re-erection, but in any case only after successful commissioning.

We will also pay the amount that the external data media inclusive of the information stored thereon, which can be directly processed in computer systems, suffer any material damage indemnifiable under this Section of this Policy.

We will indemnify the Insured in respect of such loss or damage, as hereafter provided, by payment in cash, replacement or repair (at our option) of the amount as stated in the Schedule, during any one year.

#### 3.2 Increased Cost of Working

In the event of the material damage indemnifiable under Section 3.1 of this Policy gives rise to a total or partial interruption of operation of the computer equipment, we will indemnify the Insured, as hereinafter provided, for any additional expenditure incurred for the use of substitute computer equipment not covered under this Policy, provided always that such interruption occurs during the period of insurance or during any subsequent period for which the Insured pays and we may accept the premium for the renewal of this Policy.

##### Basis of Indemnity

In the event of failure of the computer equipment insured, we shall be liable for the additional expenditure that can be proved to have been incurred for the period during which the use of substitute computer equipment is essential.

We will not pay more than the total amount as stated in the Schedule, during any one year.

### What is not covered

Loss or damage

- 1 due to defect.
- 2 to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics, sieves or fabrics, or any operating media.
- 3 to portable laptop computer.
- 4 to any property used other than business purpose.
- 5 caused by vandalism or damage by a person lawfully in the premises.
- 6 in connection with the elimination of functional failures.
- 7 in connection with the maintenance of the insured items.
- 8 due to failure or interruption of any gas, water or electricity service or supply.
- 9 for which the manufacturer or supplier of the insured items is responsible either by law or under contract.
- 10 to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement.
- 11 due to aesthetic defects.
- 12 arising from consequential loss or liability of any kind or description.
- 13 arising from false programming, punching, labelling or inserting, inadvertent cancelling of information or discarding of data media, and from loss of information caused by magnetic fields.
- 14 due to restrictions imposed by public authorities concerning the reconstruction or operation of the EDP equipment insured.
- 15 as a result of the necessary funds not being available in time for repairing or replacing damaged or destroyed equipment.
- 16 of the first HK\$1,000 of any loss or damage, other than caused by water.
- 17 of the first HK\$3,000 or 10% of the loss amount, whichever is the greater, for damage caused by water.

You should also refer to the Policy Exclusions shown on page 4 and 5 of this booklet.

## Section 4 - Loss of Money

What is covered	What is not covered												
<p>In the event of loss of money under the circumstances or in the location described in the Schedule, and provided that all keys and records of combination numbers of the safe(s) and strongroom(s) are removed from the premises and kept in the custody of an Insured Person when the premises are closed for business and at all other appropriate times.</p> <p>We will not pay more than the total amount for loss of money, during any one year, subject to the following limits:</p> <table border="0"> <tr> <td>Crossed cheques and other non-negotiable items</td> <td style="text-align: right;">HK\$500,000</td> </tr> <tr> <td>In transit in Hong Kong in the custody of yourself or your authorized employees</td> <td style="text-align: right;">HK\$ 50,000</td> </tr> <tr> <td>Inside premises during office hours</td> <td style="text-align: right;">HK\$ 50,000</td> </tr> <tr> <td>Inside premises after office hours and in locked safe or strongroom</td> <td style="text-align: right;">HK\$ 50,000</td> </tr> <tr> <td>Inside premises after office hours but not in a safe or strongroom</td> <td style="text-align: right;">HK\$ 5,000</td> </tr> <tr> <td>In a bank night safe</td> <td style="text-align: right;">HK\$ 30,000</td> </tr> </table>	Crossed cheques and other non-negotiable items	HK\$500,000	In transit in Hong Kong in the custody of yourself or your authorized employees	HK\$ 50,000	Inside premises during office hours	HK\$ 50,000	Inside premises after office hours and in locked safe or strongroom	HK\$ 50,000	Inside premises after office hours but not in a safe or strongroom	HK\$ 5,000	In a bank night safe	HK\$ 30,000	<p>Loss</p> <ol style="list-style-type: none"> <li>1 arising from falsification of accounting books or records or computer records.</li> <li>2 arising from consequential loss of any nature.</li> <li>3 of money from a safe, unless entry to the safe has been made by actual force and violence or after threats of violence upon you or one of your employees.</li> <li>4 of money from the premises specified in the Schedule, or from you or one of your employees, unless such loss follows violence or threats of violence.</li> <li>5 of money whilst outside of the premises (unless specified otherwise).</li> <li>6 caused by depreciation, confiscation or shortage due to errors or omissions.</li> </ol> <p>You should also refer to the Policy Exclusions shown on page 4 and 5 of this booklet.</p>
Crossed cheques and other non-negotiable items	HK\$500,000												
In transit in Hong Kong in the custody of yourself or your authorized employees	HK\$ 50,000												
Inside premises during office hours	HK\$ 50,000												
Inside premises after office hours and in locked safe or strongroom	HK\$ 50,000												
Inside premises after office hours but not in a safe or strongroom	HK\$ 5,000												
In a bank night safe	HK\$ 30,000												

<b>Additional Benefits</b> (the followings are included in this Section)	
What is covered	What is not covered
<p><b>4.1 Damage to Safe and/or Strongroom</b></p> <p>We will pay for damage to safe and/or strongroom caused by theft, but not more than HK\$10,000 during any one year.</p>	<p>Events not covered by Section 4 of this Policy.</p> <p>You should also refer to the Policy Exclusions shown on page 4 and 5 of this booklet.</p>
<p><b>4.2 Infidelity and Dishonesty</b></p> <p>We will pay for the loss of money due to fraud or dishonesty by any employee discovered within three days after the occurrence, but not more than HK\$30,000 during any one year.</p>	<p>Events not covered by Section 4 of this Policy.</p> <p>You should also refer to the Policy Exclusions shown on page 4 and 5 of this booklet.</p>

## Section 5 - Office Assault - Personal Accident

### What is covered

We will pay up to the benefits stated below in the event of accidental death or permanent total disablement of you or your employee in the office caused solely and directly by robbery, or attempted theft during the period of insurance.

Payment will be made to you or your employee's beneficiary.

We will pay the benefits stated below provided that any of the following consequences occurs within 12 calendar months of the injury.

#### Benefits

Death	HK\$250,000
Total and irrecoverable loss of use of one or both eyes, hands or feet	HK\$250,000
Permanent Total Disablement	HK\$250,000
Temporary Total Disablement from engaging in or attending to any employment or occupation while the Insured is under the regular care and attendance of a qualified physician or surgeon.	HK\$250 per week (for a period not exceeding 100 weeks from the date of the accident)
Hospital Confinement Allowance for a period exceeding 7 consecutive days	HK\$500 per 7 consecutive days and HK\$1,500 during any one year.

We will not pay you or your employee's beneficiary more than HK\$250,000 per person, during any one year.

### What is not covered

- 1 Death, injury, charge, cost, or expense caused
  - by suicide or attempted suicide, intentional self-injury, wilful exposure to danger (other than in an attempt to save human life), or the committing of any criminal act
  - by pre-existing physical or mental defect, illness, or infirmity
  - by the effect or influence of alcohol or drugs, unless the drug is taken in accordance with an authorized medical prescription.
- 2 Death, injury, charges, cost, or expense arising or caused other than robbery or attempted theft in the office.
- 3 Death or injury happened outside of the premises.
- 4 Disappearance of the Insured person.

You should also refer to the Policy Exclusions shown on page 4 and 5 of this booklet.

## Section 6 - Glass Breakage

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### What is covered

Accidental breakage of any fixed glass including sanitary fixtures and fittings in the premises for which you are responsible, and including the reasonable cost of temporary boarding arising from such breakage.

We will not pay more than HK\$20,000 for the actual cost of replacing such loss or repairing such damage or the actual value of the property at the time of the loss or damage for glass breakage, during any one year.

### What is not covered

- 1 Breakage occurring during repairs, alterations, decorations or renovation to, or in the premises.
- 2 Glass, which at the commencement of the insurance thereon, is broken or damaged and not subsequently replaced.
- 3 Scratches which will not be termed as breakages within the meaning of this extension.
- 4 The first HK\$1,000 of any one loss.

You should also refer to the Policy Exclusions shown on page 4 and 5 of this booklet.

## Section 7 - Public Liability

### What is covered

We will pay the amount including all legal costs and expenses incurred with our written consent that you become legally liable to pay, up to the total limit of liability as stated in the Schedule, as damages for

- accidental injury (including death or disease) to any person
- accidental loss or damage to property

which occurs in Hong Kong during the period of insurance and is in connection with your business.

### Additional Benefits

(the followings are included in this Section)

#### 7.1 First Aid

This Policy is extended to indemnify the Insured and any member of the Insured's first aid of medical organization (other than a qualified medical practitioner) employed under a contract of service or apprenticeship with the Insured against liability as within defined in respect of medical or surgical treatment given by such member in the course of his employment with the Insured.

#### 7.2 Independent Contractor's Liability

The insurance afforded by this Policy shall remain operative during the premises in course of structural alterations repairs or interior decorations.

Provided that the maximum contract value of such works shall not exceed HK\$200,000.

#### 7.3 Overseas Visits

The indemnity provided by this Section shall extend to include your legal liability arising from occasional visits outside Hong Kong by any of your directors, partners or employees in connection with your business, provided that such liability occurs during the period of insurance and such directors, partners or employees shall observe, fulfil and be subject to the terms, limits, exceptions, conditions and the jurisdiction clause of this Policy.

### What is not covered

Liability in respect of

- 1 bodily injury to you or any member of the Insured's family or household or person under a contract of service or apprenticeship with the Insured or labour master and persons supplied by the Insured or person employed by labour only subcontractors or self-employed person or person hired or borrowed from any public authority company firm or individual while working for the Insured in connection with the business or any employee of the Insured if the bodily injury arises out of and in the course of his/her employment nor in respect of any claim by any Government or other Authority for compensation or reimbursement under any legislation relating to such bodily injury.
- 2 loss or damage to property belonging to you or in your custody or control or that of any of your employees.
- 3 expenditure incurred in doing, or re-doing, or making good, any work which you have contracted to do.
- 4 loss or damage which is assumed by you under agreement and which would not have attached in the absence of such agreement.
- 5 bodily injury caused to any person, or loss of, or damage to, any property caused by vibration or the removal or weakening of support.
- 6 professional or other advice or treatment (other than medical first aid treatment) given, administered or omitted.
- 7 injury, loss or damage arising from the ownership, possession or use by you, or on your behalf, of
  - any mechanically-propelled vehicle or any trailer or the loading or unloading of any vehicle or trailer
  - any aircraft, hovercraft, oil drilling platform, rig, watercraft (other than manually propelled watercraft) or railway locomotive or railway rolling stock
  - any power-operated lift, elevator, crane, hoist or their power-operated lifting tackle

## Section 7 - Public Liability

### What is covered

#### 7.4 Social and Sports

The indemnity provided by this Policy shall extend to include liability arising out of sports social and welfare organizations sponsored by the Insured.

#### 7.5 Tenant's Liability

We will indemnify the Insured against legal liability arising from loss of or damage to business premises (or fixtures and/or fittings thereof) hired or rented to the Insured provided that this extension shall not apply to liability for loss or damage assumed by the Insured under a tenancy or other agreement which would not have attached in the absence of such agreement.

### What is not covered

- 8 any goods sold, supplied, repaired, renovated, let on hire or handled by you and no longer in your possession or control, other than food or drink supplied free of charge to employees or visitors for consumption on the premises.
- 9
  - a) bodily injury or loss of, or damage to, or loss of use of property, directly or indirectly caused by seepage, pollution or contamination
  - b) the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances
- 10 fines, penalties, punitive or exemplary damages.
- 11 loss of, or damage to, property caused by, or resulting from, the explosion of any boiler or other apparatus owned or used by you, which is intended to operate under internal steam pressure.
- 12 any wilful or malicious act or any criminal activity.
- 13 liability arising directly or indirectly from any judgment which is not at first delivered by, or obtained from, a court of competent jurisdiction in Hong Kong.
- 14 liability arising directly or indirectly from a judgment or order obtained in Hong Kong for the enforcement of a judgment obtained elsewhere.

You should also refer to the Policy Exclusions shown on page 4 and 5 of this booklet.



## Section 8 - Employees' Compensation

### What is covered

We will pay any amount that you become legally liable to pay at law (including liability under the legislation) in respect of compensation, claimant's costs and expenses, in the event that any of your employees sustain injury during the period of insurance and which arising out of, and during the course of, their employment by you.

We will not pay more than the total amount shown in the Schedule for Employees' Compensation, for any one event.

In the event of any change in the legislation this Section will remain in force but our liability will be limited to such sums as we would have been liable to pay if the legislation had remained unaltered, unless the Policy has been endorsed to reflect such change.

### Business Trips

This Section is extended to provide world-wide cover for all non-manual employees while they are on business trips.

### Extraordinary Weather

In the event of any employee of the Insured whose attendance at his place of employment is required by the Insured during extraordinary weather conditions the cover provided under this Policy is extended to indemnify the Insured for death or injury sustained by the employee whilst proceeding directly to his place of employment or returning therefrom directly to his home such death or injury shall be deemed to have arisen out of and in the course of the employee's employment for the purpose of this Policy.

### Social Activities

The Policy is extended to cover employees whilst attending any functions and social activities organized by the Insured or the employees' social club.

### To and From Office

This Policy is extended to cover any employee of the Insured travelling from home directly to office or his/her place of employment or any function organized by the Insured and vice versa but excluding travelling by motor cycle.

### What is not covered

(A) We shall not be liable in respect of:

- 1 The Insured's liability to employees of contractors to the Insured.
- 2 Any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- 3 Any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.
- 4 Any Injury by accident or disease sustained outside the Geographical Area.
- 5 Any person who is not an "employee" within the meaning of the Legislation.
- 6 Any liability arising from Pneumoconiosis or Noise-Induced Deafness.
- 7 Any late payment surcharge for which the Insured may become liable under the Legislation.
- 8 Any injury by accident or disease attributable to war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war mutiny rebellion revolution insurrection or military or usurped power.
- 9 Any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - (a) nuclear weapons material;
  - (b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exception combustion shall include any self-sustaining process of nuclear fission.

(B) Total Asbestos Exclusion Clause

This Policy 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, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

## Section 8 - Employees' Compensation

### **Definitions** (Applicable to Section 8 only)

For the purposes of this Policy :

<b>Accident</b>	means an accident or a series of accidents arising out of one event.
<b>The Business</b>	means the usual work and activities carried on by the Insured pertaining to his business as specified in the Schedule and no others.
<b>Disease</b>	means a disease contracted by an Employee of the Insured as a result of his exposure to the nature of his employment with the Insured. Such exposure may extend over a period of time and part of which period may fall outside the Period of Insurance under this Policy.
<b>Earnings</b>	means all gross wages, salaries, remunerations, commissions, bonuses, overtime, termination payments, allowances and the like directors' fees or other benefits whether at piecework rates or otherwise and whether paid in cash or in kind by the Insured to his Employees.
<b>Employee</b>	has the same meaning as assigned to that expression in the Ordinance.
<b>Noise-Induced Deafness</b>	has the same meaning as assigned to that expression in the Occupational Deafness (Compensation) Ordinance (Chapter 469 of the laws of Hong Kong).
<b>The Ordinance</b>	means the Employees' Compensation Ordinance (Chapter 282 of the laws of Hong Kong).
<b>Pneumoconiosis</b>	has the same meaning as assigned to that expression in the Pneumoconiosis (Compensation) Ordinance (Chapter 360 of the laws of Hong Kong).
<b>Geographical Area</b>	Hong Kong
<b>The Proposal and Declaration</b>	means any signed proposal form and declaration and any information supplied by or on behalf of the Insured in addition thereto or in substitution therefor.

Unless the context otherwise requires, words and expressions importing the masculine gender also include the feminine and neuter genders and words and expressions in the singular include the plural and words and expressions in the plural include the singular.

## Section 8 - Employees' Compensation

### Insurance Premium

- (a) Prior to the commencement of the Period of Insurance, the Insured shall supply the Company with a declaration estimating the Earnings of the Employees employed in the Business during the Period of Insurance (which declaration is referred to herein as "the Estimated Earnings Declaration") on the basis of which a deposit premium becomes payable to the Company.
- (b) The Insured shall within ninety (90) days after the expiry of the Period of Insurance or upon cancellation of the Policy supply the Company with a further declaration stating the actual Earnings of employees during the Period of Insurance (which declaration is referred to herein as "the Actual Earnings Declaration"). If the actual Earnings shall differ from the estimated Earnings the difference in premium shall be met by a further proportionate adjustment premium to be paid to the Company or by a premium refund to the Insured as the case may be.
- (c) It is hereby declared that the Premium payable by the Insured in consideration of the indemnity provided under this Policy is the sum of the deposit premium and the adjustment premium calculated pursuant to paragraphs (a) and (b) hereof.
- (d) The name Hong Kong Identity Card number class of employment and Earnings of every Employee of the Insured employed in the Business from time to time during the Period of Insurance shall be properly recorded by the Insured and retained in a safe place so that a record exists of all persons who are Employees of the Insured for the purposes of this Policy and the Insured shall at all reasonable times allow the Company to inspect and obtain copies of such records.

### Policy Limit of Indemnity

- (a) In respect of any Accident or Disease giving rise to a claim or claims against the Insured for which indemnity is provided under this Policy the Company's indemnity to the Insured including costs and expenses incurred by or on behalf of the Insured with the Company's written consent shall in the aggregate be limited to the amount specified in the Schedule as "Policy Limit of Indemnity" irrespective of the number of Employees who may sustain bodily injury or death consequent on or attributable to the same occurrence of Accident or Disease.
- (b) In relation to any liability of the Insured in respect of a Disease contracted by an Employee due to the nature of his employment with the Insured which nature of Employment applies during a period that extends over more than one policy period of insurance:
  - (i) the aggregate of the Company's indemnity to the Insured under all insurance policies including costs and expenses incurred by or on behalf of the Insured shall not exceed the limit of indemnity of the insurance policy that was in force at the time the nature of the Employee's employment to which such Disease was due first affected the Employee; and
  - (ii) subject, to the limitation of paragraph (b) (i) hereof, the Company's indemnity to the Insured under this Policy including costs and expenses incurred by or on behalf of the Insured shall be limited to such proportion of the Insured's liability in respect of such Disease as that part of the Employee's period of employment falling within the Period of Insurance of this Policy bears to the total period of his employment to the nature of which such Disease was due.
- (c) If the occurrence of any Accident or Disease results in indemnity hereunder to more than one Insured, the limitations of the Company's liability specified in paragraphs (a) and (b) hereof shall apply to the aggregate of indemnity to all Insureds.
- (d) At any time after the occurrence of any Accident or Disease giving rise to a claim or claims against the Insured for which indemnity is provided under this Policy the Company may pay to the Insured the full amount of the Company's liability specified in paragraph (a) or (b) hereof (after the deduction of any sums already paid) or any lesser amount for which such claim or claims can be settled and shall relinquish the conduct of any defence settlement or proceedings relating to such claim or claims and shall not thereafter be responsible for any compensation damages or costs in respect thereof or of any costs or expenses whatsoever incurred by the Insured after the Company shall have relinquished such conduct or for any loss damage or expenses caused to the Insured in consequence of any act or omission of the Company in connection therewith or of the Company relinquishing such conduct.

## Section 8 - Employees' Compensation

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### **Jurisdiction Clause**

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

### **Avoidance of Certain Terms and Right of Recovery**

If the Company is obliged by the Ordinance to pay an amount for which the Company would not otherwise be liable under this Policy the Insured shall forthwith repay such amount to the Company.

### **Special Conditions** (Applicable to Section 8 only)

- 1 (a) At any time after the happening of any event giving rise to a claim or a series of claims under this Policy, the Company may pay to the Insured the Policy Limit of Liability (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and relinquish the conduct of the defence settlement or proceedings to the Insured and the Company shall not be responsible for any damage alleged to have been caused to the Insured in consequence of any alleged action or omission of the Company in connection with such defence settlement or proceedings or of the Company relinquishing such conduct nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured or by any claimant or other person after the Company shall have relinquished such conduct.
- (b) If at the time of any claim under this Policy there is any other insurance indemnifying any person or Insured or Insureds who are entitled to be indemnified under this Policy, this Policy is not to be called upon in contribution and, subject to the Policy Limit of Liability, is only to pay any amount if and so far as not recoverable under other insurance.