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Policy

Fire

Policy coverage attaching to and forming part of Policy of Insurance

Welcome to your AXA General Insurance Hong Kong Limited Fire Insurance Policy.

Your Policy consists of

- the proposal form
- the Policy wording in this jacket
- the Policy Schedule

Your Policy Schedule shows

- details of your cover
- the period of insurance
- the sums insured/monetary limits
- any special terms that may apply to your Policy

Following payment of the premium stated in the Policy Schedule we will, in the event of accident, damage or loss happening during the period of insurance anywhere in Hong Kong (unless stated otherwise in the Policy Schedule), provide insurance as described in the following pages.

Please read this jacket together with your Policy Schedule to make sure you know what cover is provided.

If you require more cover or different cover, please consult your insurance agent or broker or AXA General Insurance Hong Kong Limited.

In Consideration of the Insured named in the Policy Schedule hereto paying to AXA General Insurance Hong Kong Limited (hereinafter referred to as 'the Company') the Premium mentioned in the Policy 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 Policy 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 Policy 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

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

- (a) Damage occasioned by or through or in consequence of, directly or indirectly, any of the following:
 - (i) fire or explosion resulting from earthquake, volcanic eruption or other convulsion of nature;
 - (ii) the Property Insured's own spontaneous fermentation or heating;

(iii) the Property Insured undergoing any process involving the application of heat;

(iv) burning whether accidental or otherwise of forests, bush, prairie, pampas or jungle, and the clearing of lands by fire;

(v) the burning of property by order of any public authority;

(vi) riot, civil commotion, strikers or locked-out workers;

(vii) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war;

(viii) 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;

(ix) any nuclear weapons material;

(x) 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;

(xi) pollution or contamination not resulting from an insured peril;

(xii) theft during or after the occurrence of a fire;

(xiii) explosion other than of boilers or gas used for domestic purposes only.

(b) Damage to any electrical machine, apparatus, or any portion of the electrical installation arising from or occasioned by its own overrunning, excessive pressure, short circuiting, self heating, arcing or leakage of electricity arising from whatever cause (lightning included);

(c) 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;

(d) 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;

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

2 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.

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3 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.

4 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.

5 Sanction Limitation and Exclusion Clause

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

6 Property Cyber and Data Exclusion (LMA5401)

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

Definitions

- (d) Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- (e) Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- (f) Cyber Incident means:
 - (i) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - (ii) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

(g) System means:

- (i) any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

- (h) Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

7 Communicable Disease Exclusion (LMA5397)

- (a) Notwithstanding any provision to the contrary within this insurance, this insurance does not insure any loss, damage, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- (b) As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - (i) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - (ii) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - (iii) the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

8 Nuclear Energy Risk Exclusion (NMA1975a)

This contract of insurance shall exclude Nuclear Energy Risks whether such risks are written directly and/or by way of reinsurance and/or via Pools and/or Associations.

For all purposes of this contract of insurance, Nuclear Energy Risks shall mean all first party and/or third party insurances or reinsurances (other than Workers' Compensation and Employers' Liability) in respect of:

- (a) All Property, on the site of a nuclear power station.
Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.
- (b) All Property, on any site (including but not limited to the sites referred to (a)) used or having been used for:
 - (i) The generation of nuclear energy; or
 - (ii) The Production, Use or Storage of Nuclear Material.
- (c) Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.
- (d) The supply of goods and services to any of the sites, described in (a) to (c) above, unless such insurances or reinsurances shall exclude the perils of irradiation and contamination by Nuclear Material.

Except as undernoted, Nuclear Energy Risks shall not include:

- (i) Any insurance or reinsurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in (a) to (c) above (including contractors' plant and equipment);
- (ii) Any Machinery Breakdown or other Engineering insurance or reinsurance not coming within the scope of (i) above.

Provided always that such insurance or reinsurance shall exclude the perils of irradiation and contamination by Nuclear Material.

However, the above exemption shall not extend to:-

- (i) The provision of any insurance or reinsurance whatsoever in respect of:
 - (a) Nuclear Material;
 - (b) Any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or - for reactor installations - as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and/or Association.
- (ii) The provision of any insurance or reinsurance for the undernoted perils:
 - Fire, lightning, explosion;
 - Earthquake;
 - Aircraft and other aerial devices or articles dropped therefrom;
 - Irradiation and radioactive contamination;
 - Any other peril insured by the relevant local Nuclear Insurance Pool and/or Association;
 - in respect of any other Property not specified in (i) above which directly involves the Production, Use or Storage of Nuclear Material as from the introduction of Nuclear Material into such Property.

Definitions

"Nuclear Material" means:

- (i) Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material; and
 - (ii) Radioactive Products or Waste.
- "Radioactive Products or Waste" means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

"Nuclear Installation" means

- (i) Any Nuclear Reactor;
- (ii) Any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel; and
- (iii) Any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.

"Nuclear Reactor" means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

"Production, Use or Storage of Nuclear Material" means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

"Property" shall mean all land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not.

"High Radioactivity Zone or Area" means:

- (i) For nuclear power stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store; and
- (ii) For non-reactor Nuclear Installations, any area where the level of radioactivity requires the provision of a biological shield.

Conditions

1 Identification

This Policy and the Policy 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 Policy 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 seven 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/her 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 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/her own expense provide to the Company all such information and available documents or proofs regarding

- (i) the origin and cause of the Damage and the circumstances under which the Damage occurred
- (ii) any matter touching the liability or the amount of liability of the Company

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

8 Forfeiture of Benefits

All benefits under this Policy shall be forfeited:

- (a) if any claim made be in any respect fraudulent;
- (b) if any fraudulent means or devices are used by the Insured or any one acting on his/her behalf to obtain benefit under this Policy;
- (c) if any Damage is caused by the wilful act or with the connivance of the Insured;
- (d) if the Insured or any person acting on his/her 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 Reinstate

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/her own expense furnish the Company with such plans specifications measurements quantities and such other particulars as the Company may require, and no acts done or caused to be done by the Company with a view to repair or replace shall be deemed an election by the Company to repair or replace.

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

11 Average (Underinsurance)

If at the time of Damage, the Property Insured be collectively of greater value than the sum insured thereon, the Insured shall bear a share of the Damage corresponding directly to the proportion of underinsurance. Every item, if more than one, of the Property Insured shall be separately subject to this Condition.

12 Contribution

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

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

13 Subrogation

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

14 Arbitration

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

15 Contracts (Rights of Third Parties) Ordinance

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

16 The Policy is subject to minimum premium of \$500.

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

EP04A - Explosion

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

- (i) Damage to boilers, economisers, or other vessels, machinery or apparatus in which pressure is used, or Damage to their contents resulting from their explosion
- (ii) Damage occasioned by or through or in consequence, directly or indirectly, of any act of terrorism committed by any person acting on behalf of, or in connection with, any organization (for the purpose 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 \$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 \$3,000 of each and every loss as ascertained after the application of any condition of average.

EP06A - Riot & Strike

Damage directly caused by

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

but excluding

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

EP06B - Riot Fire

Damage by fire directly caused by

- (a) the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not)
 - (b) the action of any lawfully constituted authority in suppressing or attempting to suppress or in minimising the consequences of any such act
- but excluding
- (i) Damage occasioned through or in consequence, directly or indirectly, of
 - (a) any act of terrorism committed by any person acting on behalf of, or in connection with, any organization (for the purpose 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)

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 threat

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 buildings or premises
 - (c) repair, removal or extension of the said Installation
 - (d) the order of the Government or of any Authority
 - (e) explosion, the blowing-up of buildings or blasting

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

EP09C - Typhoon, Windstorm & Flood

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

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

EP10A - Water Tanks, Apparatus & Pipes

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

- (i) the first \$3,000 of each and every loss or as more specifically mentioned in the Policy Schedule 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.

EP11A - Landslip and Subsidence

In consideration of the payment of the after-mentioned premium, it is hereby agreed and declared that notwithstanding anything in the within written Policy contained to the contrary the insurance under this Policy shall extend to cover:

Loss or damage to the Property Insured caused by subsidence of the site or landslip, occurring within the period stated in the Policy Schedule but excluding:

- (i) loss or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences:
 - (a) Coastal erosion
 - (b) Heave
 - (c) Bedding down of structures or the settlement of made up ground within 5 (five) years of the completion of such works
- (ii) loss of or damage to paths drives fences gates boundary and retaining walls caused by subsidence and/or landslip.
- (iii) unless otherwise specifically insured, the cost of removal of subsidence and/or landslip debris or the making good of the site following subsidence and/or landslip except in so far as is necessary to repair the Property Insured.
- (iv) loss or damage directly occasioned by or through defective design or workmanship or the use of defective materials.
- (v) consequential loss or damage of any kind or description.
- (vi) the first \$10,000 or 10% (ten percent) of each and every loss, whichever is the greater, as more specifically mentioned in the Policy Schedule as ascertained after the application of any condition of average and occurring within each and every separate period of 72 consecutive hours during the currency of this Policy.

WARRANTED

- (1) The Insured shall maintain the Insured Property in sound repair and shall take all responsible steps to prevent damage from the perils covered hereby.
- (2) The Insured shall maintain any man-made slope and retaining wall for which they are responsible in accordance with laws regulations codes and guides issued by the Government of the Hong Kong Special Administrative Region including the guideline stipulated in the GEOGUIDE 5 - GUIDE TO SLOPE MAINTENANCE published by the Geotechnical Engineering Office, Civil Engineering Department, Hong Kong.

- (3) The Insured shall notify the Company immediately:
- (i) any excavations are commenced beneath, around or in the vicinity of the Insured Property.
- In such event the Company shall have the right to vary or cancel the cover provided under this Policy.
- (ii) of the operation of an insured peril affecting any part of the site (whether or not the Insured Property is involved) or its nearby surroundings.

EP12A - Rainstorm

- Damage by fire or otherwise, directly caused by Rainstorm but excluding:
- (i) in respect of Damage caused other than by fire
 - (a) the first \$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 Rainstorm unless specifically insured
 - (ii) Damage caused by
 - (a) subsidence or landslip
 - (b) hail, whether wind driven or not
 - (c) rain entering the building other than through openings made in its fabric by the direct force of Rainstorm
 - (d) seepage of water
 - (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 Rainstorm
 - (iv) Damage caused by accumulation of water resulting from circumstances where the Insured could but has failed to take reasonable steps to prevent such accumulation.

For the purposes of this Endorsement, "Rainstorm" shall refer to rain falling in the weather conditions during which the Hong Kong Observatory of the Government of the Hong Kong Special Administrative Region issues a rainstorm signal under its Rainstorm Warning System.

Clauses and Warranties

A.8 Electrical Installations Clause

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.

A.12 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 knowledge of the Insured, provided that he/she shall immediately, on the same coming to his/her knowledge, give notice thereof to the Company and pay any additional premium which may be required from the date of such increase of risk.

A.13 Mortgagee Clause

Loss, if any, under this Policy shall be payable to the Mortgagees or Assignees of Mortgagee interest named in the Policy Schedule hereto to the extent of their interest.

It is hereby agreed that in the event of loss or damage, the Company will pay the Mortgagees or said Assignees to the extent of their interest and that this insurance in so far as concerns the interest therein of the Mortgagees or said Assignees only shall not be invalidated by any act or neglect of the Mortgagor or Owner of the Property Insured, nor by anything whereby the risk is increased being done to, upon or in any building hereby insured, without the knowledge of the Mortgagees or said Assignees provided always that the Mortgagees or said Assignees shall notify the Company of any change of ownership or alteration or increase of hazard not permitted by this insurance 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, transfer, 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 obligations 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.

A.19 Reinstatement Value Insurance Clause (Not Applicable to Goods & Merchandise and Personal Effects)

It is hereby agreed that in the event of Property Insured under the within Policy being destroyed or damaged the basis upon which the amount payable under the Policy is to be calculated shall be the reinstatement of the property destroyed or damaged, subject to the following special provisions and subject also to the terms and conditions of the Policy except in so far as the same may be varied hereby.

For the purposes of the insurance under this memorandum 'reinstatement' shall mean:

The carrying out of the aforementioned work, namely:

- (a) Where property is destroyed, the re-building of the property, if a building, or, in the case of other property, its replacement by similar property, in either case in a condition equal to but not better or more extensive than its condition when new.
- (b) Where property is damaged, the repair of the damage, and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

SPECIAL PROVISIONS

- 1 The work of reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable despatch; otherwise no payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made.
- 2 When any Property Insured under this memorandum is damaged or destroyed in part only the liability of the Company shall not exceed the sum representing the cost which the Company could have been called upon to pay for reinstatement if such property had been wholly destroyed.
- 3 No payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred.
- 4 Each item insured under this memorandum is declared to be separately subject to the following Condition of Average, namely:

If at the time of reinstatement the sum representing the cost which would have been incurred in reinstatement if the whole of the property covered by such item had been destroyed exceeds the sum insured thereon at the breaking out of any fire or at the commencement of any destruction or damage to such property by any other peril hereby insured against then the Insured shall be considered as being his/her own insurer for the excess and shall bear a rateable proportion of the loss accordingly.

- 5 No payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made if at the time of any destruction or damage to any Property Insured hereunder such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth herein.
- 6 Where by reason of any of the above special provisions no payment is to be made beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein the rights and liabilities of the Company and the Insured in respect of the destruction or damage shall be subject to the terms and conditions of the Policy, including any Condition of Average therein, as if this memorandum had not been incorporated therein.

A.22 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.

A.23 Architects', Surveyors' and Consulting Engineers' Fees

The insurance by this Policy is extended to cover Architects', Surveyors' and Consulting Engineers' fees necessarily incurred in the reinstatement of the property specified consequent upon its destruction or damage but not for preparing any claim, it being understood that the amount payable for such fees shall not exceed those authorized under the Scale of Professional Charges of the Royal Institute of British Architects and/or the Schedule of Professional Charges of the Royal Institution of Chartered Surveyors and/or of the Association of Consulting Engineers as the case may be or of the respective equivalent local body, subject to a maximum of 5% (five percent) of the total sum insured. The total liability under this Policy for both loss to property and such fees shall not exceed the amount of insurance applying under this Policy to the property covered.

A.24 Removal of Debris

The insurance by this Policy is extended to cover costs and expense (subject to a maximum of 5% (five percent) of the total sum insured) necessarily incurred by the Insured with the consent of the Company in:

- (a) removing debris
- (b) dismantling and/or demolishing
- (c) shoring up or propping

of the portion or portions of the Property Insured by this Policy destroyed or damaged by fire or by any other peril hereby insured against. The total liability under this Policy for both loss to property and such costs and expense shall not exceed the amount of insurance applying under this Policy to the property covered.

A.27 Stock Declaration Condition

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

If the property described in (the said item of) this Policy is also insured under any other policy, the value declared shall be that proportion of the total value of the property which the sum insured on such property under this Policy bears to the total of the sums insured under all policies on such property.

The value declared shall be the value at risk on the last working day of the month.

On the expiry of each period of insurance the actual premium (for the said item) shall be calculated at the rate or rates applicable to each item in the Policy Schedule on the average amount declared, i.e. the total of the sums declared divided by the number of declarations. If the actual premium be greater than the provisional premium paid the Insured shall pay the difference; if it be less, the difference shall be repaid to the Insured, but such repayment shall not exceed 50% of the provisional premium.

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

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

A.33 Legal Requirements Warranty

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

- (i) Fire Services Department
- and/or (ii) Labour Department
- and/or (iii) Dangerous Goods Ordinance
- and/or (iv) Factories and Industrial Undertakings Ordinance
- and/or (v) Any other Statutory Obligation

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

A.34 Storage Warranty (Industrial Risks)

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 metal receptacles and removed from the building daily.

B.24 Occupancy Warranty A

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

B.25 Occupancy Warranty B

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

B.31 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.

B.54 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 and 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

- 4 The godown be locked from the outside when not being worked.
- 5 (a) No trade processing or manufacturing carried on
- (b) No sleeping, dwelling or cooking
- (c) No sleeping or dwelling other than by caretakers and no cooking
- (d) The capacity of power driven equipment and machinery, other than that used for the handling and/or lifting of goods (packing and repacking of goods excepted) and pumps used in connection with fire fighting equipment, does not exceed 5 H.P. in the aggregate
- (e) No sorting, packing or repacking of goods other than incidental to the distribution of goods stored in the godown; not more than 10 persons engaged therein
- (f) No goods specified in the attached Classified Goods List be stored
- (g) No goods specified as Extra Hazardous in the attached Classified Goods List be stored
- (h) No cotton, other than in fully machine pressed metal bound bales be stored
- (i) Not more than 50 gallons (225 litres) of kerosene and/or gasoline be stored
- (j) No vehicle having petrol or other liquid fuel in its fuel tank housed (forklift trucks excepted) nor allowed to enter other than for the sole purpose of loading and unloading

in any floor, compartment or covered passageway under the control of the Insured and used as godown storage space and situated in the within described building.

* Where any of the above clauses and warranties are applicable, the relative reference number will be typed in the Policy Schedule

How to Make a Claim

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

- 1 immediately
 - (a) take steps to minimise the Damage and recover any missing property
 - (b) give notice in writing to the Company
 - (c) give notice to the police in the event of deliberate or malicious damage;
- 2 within 30 days or such further time as the Company may in writing allow deliver to the Company
 - (a) 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
 - (b) particulars of all other insurance if any;
- 3 at all times at his own expense provide to the Company all such information and available documents or proofs regarding
 - (a) the origin and cause of the Damage and the circumstances under which the Damage occurred
 - (b) 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 follow these guidelines as they will assist us in processing your claim.

Please always state your policy and/or claim reference in all communications.

Should you have any query or need further advice please call us on 2523 3061.

Once your claim is registered with us, a personal Claim Handler will be appointed to assist you.

GW.4 Private Godown Risk Warranties

Warranted that:

- 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 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.
- Storage: No waste materials or goods of any description whatsoever whether belonging to the Insured or not stored temporarily or otherwise on any staircase, or landing or in any passageway within or in common use with the within described premises.
- All waste materials kept in metal receptacles and removed from the building daily.
- The godown is not a public godown and is used only by the occupier for the storage of his/her own goods or those for which he/she is responsible and contains no goods accepted for a rent or other consideration.
- N.B. It is permissible to charge rent on goods already in store for the period between the date of their sale and the date of their delivery.

Personal Information Collection Statement

AXA General Insurance Hong Kong Limited (referred to hereinafter as the “**Company**”) recognises its responsibilities in relation to the collection, holding, processing, use and/or transfer of personal data under the Personal Data (Privacy) Ordinance (Cap. 486) (“**PDPO**”). Personal data will be collected only for lawful and relevant purposes and all practicable steps will be taken to ensure that personal data held by the Company is accurate. The Company will take all practicable steps to ensure security of the personal data and to avoid unauthorised or accidental access, erasure or other use.

Please note that if you do not provide us with your personal data, we may not be able to provide the information, products or services you need or process your request.

Purpose: From time to time it is necessary for the Company to collect your personal data (including credit information and claims history) which may be used, stored, processed, transferred, disclosed or shared by us for purposes (“**Purposes**”), including:

- 1 offering, providing and marketing to you the products/services of the Company, other companies of the AXA Group (“**our affiliates**”) or our business partners (see “Use and provision of personal data in direct marketing” below), and administering, maintaining, managing and operating such products/services;
- 2 processing and evaluating any applications or requests made by you for products/services offered by the Company and our affiliates;
- 3 providing subsequent services to you, including but not limited to administering the policies issued;
- 4 any purposes in connection with any claims made by or against or otherwise involving you in respect of any products/services provided by the Company and/or our affiliates, including investigation of claims;
- 5 detecting and preventing fraud (whether or not relating to the products/services provided by the Company and/or our affiliates);
- 6 evaluating your financial needs;
- 7 designing products/services for customers;
- 8 conducting market research for statistical or other purposes;
- 9 matching any data held which relates to you from time to time for any of the purposes listed herein;
- 10 making disclosure as required by any applicable law, rules, regulations, codes of practice or guidelines or to assist in law enforcement purposes, investigations by police or other government or regulatory authorities in Hong Kong or elsewhere;
- 11 conducting identity and/or credit checks and/or debt collection;
- 12 complying with the laws of any applicable jurisdiction;
- 13 carrying out other services in connection with the operation of the Company’s business; and
- 14 other purposes directly relating to any of the above.

Transfer of personal data: Personal data will be kept confidential but, subject to the provisions of any applicable law, may be provided to:

- 1 any of our affiliates, any person associated with the Company, any reinsurance company, claims investigation company, your broker, industry association or federation, fund management company or financial institution in Hong Kong or elsewhere and in this regard you consent to the transfer of your data outside of Hong Kong;
- 2 any person (including private investigators) in connection with any claims made by or against or otherwise involving you in respect of any products/services provided by the Company and/or our affiliates;
- 3 any agent, contractor or third party who provides administrative, technology or other services (including direct marketing services) to the Company and/or our affiliates in Hong Kong or elsewhere and who has a duty of confidentiality to the same;
- 4 credit reference agencies or, in the event of default, debt collection agencies;
- 5 any actual or proposed assignee, transferee, participant or sub-participant of our rights or business;
- 6 any government department or other appropriate governmental or regulatory authority in Hong Kong or elsewhere; and
- 7 the following persons who may collect and use the data only as reasonably necessary to carry out any of the purposes described in paragraphs nos. 2, 3, 4 and 5 of the Purposes specified above: insurance adjusters, agents and brokers, employers, health care professionals, hospitals, accountants, financial advisors, solicitors, organisations that consolidate claims and underwriting information for the insurance industry, fraud prevention organisations, other insurance companies (whether directly or through fraud prevention organisation or other persons named in this paragraph), the police and databases or registers (and their operators) used by the insurance industry to analyse and check data provided against existing data.

For our policy on using your personal data for marketing purposes, please see the section below “**Use and provision of personal data in direct marketing**”.

Transfer of your personal data will only be made for one or more of the Purposes specified above.

Use and provision of personal data in direct marketing:

The Company intends to:

- 1 use your name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data held by the Company from time to time for direct marketing;
- 2 conduct direct marketing (including but not limited to providing reward, loyalty or privileges programmes) in relation to the following classes of products and services that the Company, our affiliates, our co-branding partners and our business partners may offer:
 - a) insurance, banking, provident fund or scheme, financial services, securities and related products and services;
 - b) products and services on health, wellness and medical, food and beverage, sporting activities and membership, entertainment, spa and similar relaxation activities, travel and transportation, household, apparel, education, social networking, media and high-end consumer products;
- 3 the above products and services may be provided by the Company and/or:
 - a) any of our affiliates;
 - b) third party financial institutions;
 - c) the business partners or co-branding partners of the Company and/or affiliates providing the products and services set out in 2 above;
 - d) third party reward, loyalty or privileges programme providers supporting the Company or any of the above listed entities
- 4 in addition to marketing the above products and services, the Company also intends to provide the data described in 1 above to all or any of the persons described in 3 above for use by them in marketing those products and services, and the Company requires your written consent (which includes an indication of no objection) for that purpose;

Before using your personal data for the purposes and providing to the transferees set out above, the Company must obtain your written consent, and only after having obtained such written consent, may use and provide your personal data for any promotional or marketing purpose.

You may in future withdraw your consent to the use and provision of your personal data for direct marketing.

If you wish to withdraw your consent, please inform us in writing to the address in the section on “Access and correction of personal data”. The Company shall, without charge to you, ensure that you are not included in future direct marketing activities.

Access and correction of personal data: Under the PDPO, you have the right to ascertain whether the Company holds your personal data, to obtain a copy of the data, and to correct any data that is inaccurate. You may also request the Company to inform you of the type of personal data held by it.

Requests for access and correction or for information regarding policies and practices and kinds of data held by the Company should be addressed in writing to:

Data Privacy Officer
AXA General Insurance Hong Kong Limited
5/F, AXA Southside, 38 Wong Chuk Hang Road,
Wong Chuk Hang, Hong Kong

A reasonable fee may be charged to offset the Company’s administrative and actual costs incurred in complying with your data access requests.

Note: All amounts are in Hong Kong Dollars.

Classified Goods List

Noted : H signifies Hazardous;

EH signifies Extra-Hazardous;

FP signifies Flash Point

1	Accelerene (Dimethylnitrosoaniline)	H	67	Dinitro chlorobenzene	EH	130	Oil cakes and meals	H
2	Acetaldehyde	EH	68	Diphenyl methane-di-isocyanate (M.D.I.)	H	131	Oiled clothing, cloth, paper and umbrella	H
3	Acetic anhydride	H	69	Dimethylnitrosoaniline (accelerene)	H	132	Oilbanum	H
4	Acetone	EH	70	Dopes - F.P. below 73°F F.P. 73°F - 150°F	EH	133	Paints, Enamels and Lacquers F.P. below 73°F F.P. 73°F - 150°F	EH
5	Acetyl chloride	EH	71	Ether	EH	134	Paper, impregnated or coated with asphalt oil, tar or wax	H
6	Acids - Chromic (chromium trioxide solid) Hydriodic Hydrobromic Hydrochloric Hydrocyanic Hydrofluoric Nitric Perchloric Phosphoric Sulphuric (concentrated) Others (except - Benzoic, Boric, Citric, Maleic, Malic, Succinic,Tartaric which are classified as Non-Hazardous)	EH	72	Ethyl acetate	EH	135	Paper, native packed or tissue	H
		EH	73	Ethyl benzene	EH	136	Paraaldehyde	EH
		EH	74	Ethyl butyrate	EH	137	Pentane (Cymogene)	EH
		EH	75	Ethyl chloride (Chloroethane)	EH	138	Permanganates	EH
		EH	76	Ethylene chloride (Ethylene dichloride, dichloroethane)	EH	139	Peroxides - Lead peroxide (dioxide) Others	H
		EH	77	Ethylene dichloride (Ethylene chloride, dichloroethane)	EH			EH
		EH	78	Ethylene glycol monomethyl ether acetate (Methyl "cellosolve" acetate)	H	140	Petrol and Petroleum spirits	EH
		H	79	Ethylene oxide	EH	141	Pharmaceutical chemicals made up with substances listed as Hazardous, unless in bottles (not to exceed one quart) or in tins or jars (not to exceed 10-lbs) packed in cases	H
7	Acrolein	EH	80	Explosives, Ammunitions and Fireworks	EH			
8	Alcohols - Amyl alcohols (except tertiary) and higher alcohols having a flash point	H	81	Fats (excluding butter and margarine)	H			
9	Aluminium carbide	EH	82	Felt, asphalted, bituminous, roofing tarred or inodorois	H	142	Phenol (Carbolic acid)	H
10	Aluminium chloride	H	83	Fibres	H	143	Phosphorus - amorphous or red white or yellow	EH
11	Aluminium powder	EH	84	Film (nitrocellulose base)	EH			EH
12	Aniline	H	85	Firewood	EH	144	Phosphorus pentachloride	H
13	Ammonia solution	H	86	Fishmeal and Fish scrap	H	145	Phosphorus trichloride	H
14	Amyl acetate	H	87	Flammable substances - F.P. below 73°F F.P. 73°F - 150°F	EH	146	Phosphorus pentasulphide	EH
15	Amyl chloride	EH	88	Flax yarn, except when packed in wooden cases	H	147	Pitch	H
16	Asphalt and asphaltum	H	89	Flock	H	148	Plastic, raw materials and goods, except Foamed and Expanded plastics	H
17	Balsams, unless packed in bottles in cases or in tins in cases	H	90	Foamed and Expanded plastics (raw materials and goods)	EH	149	Plastic resin - F.P. below 73°F F.P. 73°F - 150°F	EH
18	Bamboo, Cane, Rattan and Willow	H	91	Fodder, dried	H			
19	Barium	EH	92	Furfuraldehyde	H	150	Poisons, if stored on the same floor as or on floor above, food stuffs	H
20	Benzaldehyde	H	93	Ferrosilicon - containing 30 - 70% silicon	EH	151	Potable spirits, in containers other than bottles or jars	EH
21	Bean, nut or seed cake and meal	H		containing at least 15% but less than 30%	H	152	Potassium	EH
22	Benzene and Benzine	EH		or more than 70% but not more than 80%	EH	153	Potassium hydroxide (Caustic potash)	H
23	Bitumen	H		silicon	EH	154	Print inks - F.P. below 73°F F.P. 73°F - 150°F	EH
24	Bleaching powder	H	94	Gasolene	EH			
25	Borneol	H	95	Greases	H	155	Pyroxylon (Nitrocellulose) solvents and solutions	EH
26	Bromine	EH	96	Ground nuts	H	156	Radioactive substances	EH
27	Butyl butyrate	H	97	Gums	H	157	Resin, natural, and Rosins (Colophony)	H
28	Butyl acetate	EH	98	Gunny bags, used, unless washed and reconditioned and packed in machine press-packed bales	EH	158	Rubber, natural or synthetic	H
29	Candles	H	99	Hemp - in fully machine pressed metal bound bales	H	159	Rubber blowing accelerator (Accelerene)	H
30	Calcium	EH		Otherwise	EH	160	Rubber blowing agent	EH
31	Calcium carbide	EH		Hemp yarn	H	161	Rubber solutions - F.P. below 73°F F.P. 73°F - 150°F	EH
32	Calcium cyanamide	H	100	Hexane	EH	162	Rust preventatives and removers - F.P. below 73°F F.P. 73°F - 150°F	EH
33	Calcium phosphide	EH	101	Hydrogen peroxide solutions - exceeding 40% peroxide	EH	163	Salvage goods, fire or water damaged - if previously classified as EH	EH
34	Calcium silicide	EH		6 - 40% peroxide	H	Otherwise	H	
35	Camphere	H	102	Insecticides - F.P. below 73°F F.P. 73°F - 150°F	EH			
36	Camphor	H	103	Joss paper and sticks	H	164	Sawdust	H
37	Carbon black	H	104	Jute - in fully machine pressed bound bales	H	165	Shellac, solid	H
38	Carbon disulphide	EH		Otherwise	EH	166	Shoddy	H
39	Celluloids, including scraps	EH		Jute yarn	H	167	Sodium	EH
40	"Cellosolve" acetate (Ethylene glycol monoethyl ether acetate)	H	105	Kapok - in fully machine pressed bound bales	EH	168	Sodium hydrosulphite	H
41	Cellulose enamels and lacquers	EH	106	Lard	H	169	Sodium hydroxide (Caustic soda)	H
42	Charcoal	H	107	Kerosene	H	170	Stannic chloride	H
43	Chlorates and Perchlorates	EH	108	Lacs	H	171	Stearine	H
44	Chlorites	EH	109	Lamb black	H	172	Straw and Straw braid	H
45	Chlorobenzene	H	110	Lime, unslaked	H	173	Sulphides - Carbon disulphide	EH
46	Chloroform	H	111	Linen yarn, except when packed in wooden cases	H	Phosphorus pentasulphide	EH	
47	Christmas crackers	H	112	Lithium	H	Phosphorus sesquisulphide	EH	
48	Coal	H	113	Matches - in tin lined cases	H	Others	H	
49	Coir and Coir yarn	H		Otherwise	EH	174	Sulphur	H
50	Collodin	EH	114	Magnesium powder	H	175	Sulphur chlorides	H
51	Colophony (Rosins)	H	115	Mattings and Mat bags	EH	176	Sulphur dyes or colours, unless containing at least 10% of inert inorganic salts and packed in air-tight metal vessel	H
52	Compressed gases - Acetylene Air Argon Carbon dioxide Freon and arcton Helium Neon Nitrogen Nitrous oxide Sulphur dioxide Others	EH	116	(other than seagrass matting)	H	177	Sulphuryl chloride	H
			117	M.D.I. (Diphenyl methane-di-isocyanate)	H	178	Synthetic fibres	H
			118	Methyl acetate	EH	179	Tallow	H
			119	Methyl "cellosolve" acetate	H	180	Tars	H
			120	Methyl ethyl ketone (M.E.K.)	EH	181	Tarred cloth, felt, paper, rope or twine	H
			121	Methyl formate	H	182	Terebene	H
			122	Naphthalene	H	183	Thermites	EH
			123	Native medicine including dried flowers, herbs and leaves (unless packed in bottles, tin or jars)	H	184	Thionyl chloride	H
			124	Newspaper, old	H	185	Toluene	EH
			125	Nitrates and Nitrites	EH	186	Toluene di-isocyanate (T.D.I.)	H
			126	Nitro compounds,	H	187	Vegetable fibres	H
			127	except Explosives and Nitro-cellulose	EH	188	Waste and Rags - Oily or greasy	EH
			128	Nitro cellulose (Pyroxylon)	H	Otherwise	H	
			129	Oakum	H	189	Wax	H
				Oils - F.P. below 73°F F.P. 73°F - 150°F	EH	190	Wood wool and shavings	H
				Lubricating oils	H	191	Xylene and Xylene substitutes - F.P. below 73°F F.P. 73°F - 150°F	EH
					H	192	Zinc powder or dust	EH

火險保險單 (本譯文僅供參考)

請受保人細閱保險單內所載各節，如有修正須即時提出。

茲承受保人付承保表內開列之約定保險費給與本公司。

本公司同意依照保險單所載條件、除外責任、基本條款及各種質之批改書作為受保人根據保險索償的先決條件，凡在本保險單所載之保險期內或在受保人已付了本公司同意接受之續保費後，如所保之全部及部份財產因火警、閃電、或家用鍋爐及家用氣體燃料爆炸或任何約定之附加險而引致滅失或損毀（下稱損毀）本公司應向受保人給付所保財產損毀前之價值賠償金或損毀金額或由本公司選擇回復其損失前之原狀或更換或修理全部或部份之財產。

但在任何情況下，本公司之責任都不會超過：

- (a) 損毀時之總保額或各分項之保額；
- (b) 在同一保險期間內曾發生損毀事故引致賠款後保額之餘額，除非本公司同意受保人恢復到原來之保額。

除外責任

除非本保險單另有說明，本保險不保障下列各項：

1. 因下列任何事故或其直接或間接結果而引致之任何損毀：
 - (a) 地震、火山爆發或其他自然災害所引致火災或爆炸；
 - (b) 所保財產本身變化自燃發熱；
 - (c) 所保財產在加工過程中涉及熱力之烘焙；
 - (d) 不論是意外與否而引起之森林、叢樹、平野、曠野或草叢之焚燒及以火開拓或清理土地；
 - (e) 由政府機關下令焚燒的財產；
 - (f) 暴、民眾騷、罷工或因工業行引致閉廠之工人；
 - (g) 戰爭、侵略、外敵行為、戰鬥或類似戰爭（不論宣戰與否）之行、內戰；
 - (h) 謀反、軍隊喧變或民眾騷亂、起義、叛亂、革命、軍事或篡權、戒嚴或圍困狀態，或任何事件引起公佈或維持戒嚴或圍困狀態；
 - (i) 任何核武器材料；
 - (j) 核子游離幅射、核子燃料或其燃燒而產生廢料所引致之幅射能的沾污，上述核子燃燒應包括自發的核子分裂在內；
 - (k) 非因本保險單所保之危險而引致的污染或沾染；
 - (l) 火警發生時或發生後因盜竊而引致之損失；
 - (m) 除家用鍋爐或家用氣體燃料以外所引致的爆炸。
2. 電機、電器或電力裝置的任何部份因其本身之過度運轉、超壓、短路、發熱及任何原因（包括閃電在內）而引致的電弧或漏電而造成的損毀。
3. 在財產發生損毀時，除本保險單外，若有其他水險保單同時承保該財產損毀之損失。本保險單只負責賠償當假設本保險單並沒有發出時超出那些水險保險單應負責之金額。
4. 因受寄託或寄售而持有之貨物、金銀條塊或未經裝鑲之珠寶玉石、藝術品、文稿、圖則、圖畫或設計、圖案、模型、工模、股票、證券、債券、各種文件、郵票、錢幣或紙幣、支票、帳簿、商業簿記、電腦系統之記錄及爆炸品。
5. 任何種類或形式的後果損失或損毀。

基本條款

1. 認別

本保險單及作為保險單組成部份的承保表應視為一完整之合約，凡任何在本保險單內或承保表內有其特定含義之詞或句均在其出現之處有其特定之含義。

2. 誤報

凡關於所保之財產或置存該項財產的房屋或處所，如有實質上之誤報或關於估計危險有關之事項有偽報或漏報等情況，則本公司在本保險單對該項誤報、偽報或漏報有影響之財產都一既不負責任。

3. 合理之預防措施

受保人應保持所保之財產處於良好狀態，並採取一切合理的預防措施以防損毀發生。

4. 變更及搬遷

除在發生損毀前受保人已事先得到本公司之書面同意者外，下列任何一項情況發生時，本保險單所受保及受影響之財產的保障都會失效：

- (a) 如果受保人所從事之商業或製造業有所改變或所保之處所在任何變更情況下增加了受保財產損毀的危險；
- (b) 如果受保之處所空置超過三十天以上者；
- (c) 如果受保之財產搬移到保險處所以外者；
- (d) 如果擁有受保財產之權利由被保人轉移給其他人者，但並不包括因遺囑或法律上之當然轉移。

5. 取消保險單

本保險單可於下列情況隨時取消：

- (a) 在受保人之書面取消通知本公司生效後，本公司將按照現行短期保費率扣除有效期間之保費；
- (b) 在本公司提前七日之取消通知書寄至受保人之最後已知的地址後，本公司將按比例退還自取消日起計之未到期之保費。

6. 保證條款

有關受保財產或其中任何物品，受保人須在附加之保證條款生效後及受保期間內遵守每一保證條款，不遵守任何保證條款則不能對有關的財產或物品提出索償。但如果本保險單需要續保而在續保期間發生損毀時，則不能以受保人未在續保期間開始前遵守保證條款為理由而拒絕賠償。

7. 索賠步驟

若受保人得悉事故發生會引致或可能引致本保險單之索賠，受保人應該：

- (a) 立即：
 - (i) 採取措施減輕損毀之程度並尋找任何失物，
 - (ii) 書面通知本公司，
 - (iii) 報告警方有關故意或惡意的破壞；
- (b) 於三十天內或在本公司有書面許可的延長期間內送交本公司如下資料：
 - (i) 列出要求損毀賠償清單，在實際可能範圍內分項詳載各項損失財產及其以損失時之價值為準之損失額，
 - (ii) 如有其他保險，詳述其有關資料；
- (c) 隨時在本公司合理要求自費向本公司提供下列有關之資料、文件或證明：
 - (i) 損毀之起源和原因以及發生的情形，
 - (ii) 任何涉及與本公司有關的責任或其賠償金額的事情；

並應提交經宣誓或其他法律上聲明書以證明其索賠以及各有關事項之真實。

8. 利益之喪失

在下列情況下本保險單之一切利益均即喪失：

- (a) 如有欺詐之賠償要求；
- (b) 如受保人或其代表用虛偽聲明或欺詐手段圖謀本保險單之利益；
- (c) 如損毀係受保人之故意或其縱容行為所致；
- (d) 如受保人或其代表妨礙或阻止本公司行使自己的權利；
- (e) 如在賠款要求拒絕後，法律訴訟不在十二個月內起訴；
- (f) 對於根據本保險單第十四條之規定而作出之賠償仲裁，如在宣判後十二個月內不起法律訴訟；
- (g) 如在發生損毀之十二個月期滿後而作出的賠償要求，除非該索賠有待法律訴訟或仲裁調解。

9. 持有權利

當損毀索償發生時：

- (a) 本公司及其任何授權人在不承擔任何責任或不減少本公司在本保險單給與之權利下可處理以下事項：
 - (i) 進駐或接管發生損毀的處所，
 - (ii) 接管受保的財產或須將該項財產交與本公司，本公司會以一切合理的方式及方法處理該財產；
- (b) 受保人不得遺棄任何已接管或未接管之財產給本公司。

10. 恢復原狀

本公司自己或聯同其他人、其他公司或其他保險公司，可自由選擇修理或更換全部或任何部份之損毀來代替賠款，但本公司則不擔保修理到絲毫無異，只可以在相當合理情形下修復之。無論在任何情況下本公司都無須支付多過財產損毀時所需之修理費用，亦不能超過該財產之保額。

如果本公司選定修理或更換任何財產，則受保人應自費提供本公司所需的圖則、說明書、尺寸、數量以及其他本公司要求的細節。又本公司有計劃修理或更換之行不能當作本公司已決定修理或更換。

如果因為有關現行街道分佈或房屋建築之法律或規則或其他事由引致本公司不能修理或更換所保之財產則本公司僅須給付前法例許可下修理或更換之費用。

11. 比例分攤（不足額保險）

如果本保險單所保之財產發生損毀時，其總值高過其保額，則受保人須按照不足額保險之比例分擔其損失。若本保險單所保之財產不止一項時，應逐項分開分別按照本條之規定分擔之。

12. 分攤賠款

如果在所保財產發生損毀時，受保人或其代表另有其他保險承保任何損毀之財產，本公司僅負擔按照比例分擔損失之責任。

如果該其他保險只承保其中之一部份財產，而另有條款規定不能與本保險共同分擔全部或部份損失或按比例分攤損失，則本公司僅負擔按照保額與財產價值的比例分攤損失之責任。

13. 代位求償

受保人須就本公司自費要求行使關於本公司按照本保險單在支付賠款或恢復原狀之後而得的代位求償權利同意及協助本公司向第三者追償或追究責任之一切合理行，不論本公司在賠償以前或以後提出要求，受保人均應同意辦理或允許本公司辦理。

14. 仲裁

如果對本公司保險單之賠償額發生爭議，該爭議應根據現行的仲裁法例來仲裁決定。若雙方對選擇仲裁人或公斷人不能達成協議，則轉交到當時的香港國際仲裁中心之主席去評選。本保險單規定要首先獲得仲裁裁決方可對本保單提出法律訴訟。

（如遇爭議，以英文含意為準）