



HOUSEHOLDERS' COMPREHENSIVE INSURANCE

This Policy is the contract You have made with Sun Hung Kai Properties Insurance Ltd.

The Policy Application Form and Declaration which You signed is the basis of this Policy.

In return for the payment of premium, We insure You during the Period of Insurance in the terms set out in the Schedule of the Policy.

We will provide insurance in the terms, conditions and exclusions set out in this Policy. The Schedule and any subsequent endorsements including clauses and memoranda attached are forming part of this Policy.

The due observance and fulfilment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by You and the truth of the statements and answers in the said Application shall be conditions precedent to any of Our liability to make any payment under this Policy.

DEFINITIONS

In this Policy, unless the context otherwise requires, the following expressions shall have the following meanings respectively:-

“Bodily Injury”	Death or injury caused solely and directly by accidental, external, violent and visible means and which are independent of any other cause and not by sickness, disease or gradual physical or mental disorder.
“Building”	The structure of the Insured’s private residence at the “Insured Premises” as shown in the Schedule.
“Claim Payment”	The amount We agree to pay You for claim arising from an insured cause. This may be in money or at Our option by replacement, reinstatement or repair. The maximum amount We will pay for any one claim is the Limit of Indemnity as specified in the Insured Plan in the Schedule.
“Company/Us/We/Our”	Sun Hung Kai Properties Insurance Ltd.
“Deductible(s)/Excess(es)”	This Policy does not cover the amounts of the deductible(s) and excess(es) stated in the Schedule in respect of each and every loss as ascertained after the application of all other terms and conditions of the Policy.
“Domestic Helper”	An employee or employees employed by You or any member of Your Family and permanently living with You during the Period of Insurance whose contract of employment is wholly or substantially for the provision of domestic services in the Home.
“Home”	The house, apartment or flat solely for residential and domestic use by the Insured at the "Insured Premises" shown in the Schedule.
“Home Contents”	Furniture, fittings, Household Improvements, household goods, Valuables, home appliances, audio-visual equipment, personal computer sets which are Your properties, the properties of any member of Your Family or the properties of the Domestic Helper and are contained and kept in the Home during the Period of Insurance, but We do not cover <ol style="list-style-type: none">(1) motor vehicles, caravans, watercraft, trailers, and their accessories & spare parts(2) livestock, pets and animals(3) standing timber, growing crops & plants, trees, landscaping(4) any part of the structure or ceiling of the Building and the like(5) securities, credit cards, certificates and documents, stamp collection(6) items which are held or used in connections with any profession, business or employment(7) property separately and specifically insured under another policy(8) mobile/portable telephone, pagers and any portable telecommunications devices(9) spectacles, contact or corneal lenses(10) contents on roof or in open area(11) aerial devices or satellite dish(12) the value to You of the information contained in audio, video or computer disc, tapes or cassettes and/or the cost of their restoration(13) foods and drinks(14) damage to sporting equipment while in use(15) electronic bulbs, valves.
“Hong Kong”	The Hong Kong Special Administrative Region.
“Household Improvements”	Improvements or betterments on walls, windows, ceiling, floors or doors made by You and/or any member of Your Family within the Home
“Insured/Policyholder/You/Your”	The person or persons named in the Schedule.



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“Limit of Indemnity”	The relevant amount as specified in the Insured Plan in the Schedule but subject to the limit(s), Deductible(s)/ Excess(es) as stated in the Schedule.
“Money”	Cash, cheques, premium bonds, bankers draft, travelers cheques, postal or money orders, gift tokens or voucher belonging to You or any member of Your Family and are contained and kept at the Home. Money is limited to the face value thereof and no amount shall be added for any commemorative, sentimental, antique or rarity value.
“Period of Insurance”	The period specified in the Schedule for which We have agreed to accept and You have paid or agreed to pay a premium.
“Uninsurable Risks”	<ol style="list-style-type: none">(1) scratching, denting, rust, corrosion, wear and tear or depreciation (including gradual depreciation and depreciation in value)(2) rot, fungus, woodworm, beetle, moth, insects or vermin(3) mechanical or electrical fault or breakdown(4) any process of cleaning, dyeing, renovation, re-styling, repairing or restoring(5) any other gradually operating cause(6) consequential loss or damage of any kind of description(7) infidelity or dishonesty on the part of You, any member of Your Family or any of the Domestic Helper(8) shrinkage, evaporation, loss of weight, contamination, change in flavour, colour, texture of finish, action of light(9) delay, confiscation, or detention by customs or other officials or authorities(10) loss or damage directly or indirectly caused by or resulting from unexplained disappearance(11) loss or damage to any home appliances, audio-visual equipment, personal computer sets and electronic and electricity appliances directly or indirectly caused by or due to misuse, inherent defect or faulty design in material, workmanship, plan or specification(12) loss or damage to the Home Contents while moving in transit between the Home and any new home of You anywhere in the world.
“Unoccupied”	<ol style="list-style-type: none">(1) is insufficiently furnished for normal living purpose; or(2) has not been lived in by anyone with Your permission for more than thirty (30) consecutive days
“Valuables”	Jewellery, items of gold, silver or other precious metals, watches, photographic equipment, binoculars, works of arts, curios, furs, musical instruments (excluding pianos) belonging to You or any member of Your Family.
“Your Family”	Your spouse, children and parents permanently living with You in the Home during the Period of Insurance.

SECTION 1 - HOME CONTENTS

COVERAGE

We will, subject to the Limit of Indemnity as specified in Section 1 of the Insured Plan in the Schedule, indemnify You against any unforeseen sudden accidental physical loss of or damage to the Home Contents belonging to You or to members of Your Family or to the Domestic Helper, whilst contained and kept in the Home during the Period of Insurance, but We do not cover

- (1) Theft
 - (a) if the Home is left Unoccupied
 - (b) except from a building and only if there is violent and forcible entry to or exit from such building with visible marks.
- (2) Malicious damage or vandalism
 - (a) if the Home is left Unoccupied
 - (b) by a person lawfully in the Home
- (3) Escape of water or oil from any washing machine, dishwasher or fixed domestic water or heating installation if the Home is left Unoccupied.
- (4) Damage arising from Uninsurable Risks.
- (5) Any deliberate act or gross negligence of You, any member of Your Family or the Domestic Helper.

EXTRA PROTECTIONS

(1) MONEY

We will indemnify You against accidental loss or theft of Money contained in the Home but We do not cover

- (a) loss which are not reported within 24 hours of discovery to the local police authority
- (b) loss caused by depreciation, confiscation or shortage due to errors or omissions
- (c) theft of Money except from a building and only if there is violent or forcible entry to or exit from such building with visible marks.

The maximum amount payable in respect of each Period of Insurance will not exceed the Limit of Indemnity as specified in the Insured Plan in the Schedule.

(2) PERSONAL ACCIDENT

We will pay the amount as specified in the Insured Plan in the Schedule for the maximum compensation for You and each member of Your Family in the event of death or permanent disablement within three (3) calendar months of You or any member of Your Family caused by fire, armed robbery or theft happened at the Home subject to an aggregate amount not exceeding the Limit of Indemnity as specified in the Insured Plan in the Schedule in each Period of Insurance.

(3) TEMPORARY REMOVAL



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We will cover the Home Contents whilst in temporary removal from the Home for cleaning, renovation, repair or other similar purposes elsewhere on the same or to any other premises and in transit thereto and therefrom by road, rail or public ferry, and within the territory of Hong Kong subject to the terms, conditions and exceptions of this Policy.

Our liability in respect of each Period of Insurance will not exceed the Limit of Indemnity as specified in the Insured Plan in the Schedule.

(4) ALTERNATIVE ACCOMMODATION

In the event of the Home being rendered uninhabitable resulting from any insured peril under this section causing loss or damage to the Home Contents, We will pay the actual cost incurred for reasonable temporary accommodation for as long as it is reasonably required with Our prior consent, provided that there shall be a valid claim on the said Home Contents under this Policy and You have filed a claim in accordance with claim procedures under this Policy.

The maximum amount payable per day and for each Period of Insurance will not exceed the Limit of Indemnity as specified in the Insured Plan in the Schedule.

(5) LOCKS AND KEYS

We will pay the reasonable cost incurred for the replacement and installation of window and external door locks and/or keys of the Home with items that are similar but not better, following loss of or damage to keys or locks due to burglary or attempted theft.

The maximum amount payable in respect of each Period of Insurance will not exceed the Limit of Indemnity as specified in the Insured Plan in the Schedule.

(6) REMOVAL OF DEBRIS

We will indemnify You against the cost and expenses necessarily incurred due to accidental physical loss or damage covered under this Policy in the removal of debris of the portion or portions of the Home Contents insured.

The maximum amount payable in respect of each Period of Insurance will not exceed the Limit of Indemnity as specified in the Insured Plan in the Schedule.

(7) INTERIOR ALTERATIONS OR REFURBISHMENT WORKS

We will indemnify You against accidental loss of and damage to Home Contents during the period of interior alteration or refurbishment work carried out by contractors.

Provided always that the period of such work is no longer than two consecutive months and the relevant expense is not greater the maximum contract value as specified in the Insured Plan in the Schedule.

BASIS OF CLAIM PAYMENT

(1) We will pay the replacement cost as new provided that the loss or damage is covered under this Policy, except for:

- (a) clothing, household linen and pedal cycles where a deduction for wear and tear will be made
- (b) article that can be economically repaired, where We will pay the full cost of repair.

(2) We may, at Our option, replace or reinstate any property which is lost or damaged.

(3) Where any insured item consists of articles in a pair or set, We will not pay more than the value of any particular part or parts which may be lost, without reference to any special value which such article or articles may have as part of such pair or set, nor more than a proportionate part of the insured value of the pair or set.

SECTION 2 - PERSONAL LIABILITY

COVERAGE

We will, subject to the Limit of Indemnity as specified in Section 2 of the Insured Plan in the Schedule, indemnify You, any member of Your Family and the Domestic Helper (while the Domestic Helper is performing domestic duties) against Your and their legal liability

- (1) as occupier of the Home and/or
- (2) as owner of the Home

in respect of

- (a) Bodily Injury to any person (other than You or any member of Your Family or the Domestic Helper or any person in the service of You)
- (b) loss of or damage to property not owned by You or by any member of Your Family or by the Domestic Helper or any of Your servant or agent or any person in the service of You nor held in trust by You or in Your care, custody or control

occurring at the Home during the Period of Insurance.

We will indemnify You against legal liability of You, any member of Your Family and the Domestic Helper (while the Domestic Helper is performing domestic duties) caused by the negligence of You or any member of Your Family or the Domestic Helper, occurring within Hong Kong to any person (other than You, any member of Your Family and the Domestic Helper) as a result of accidental Bodily Injury to a person or accidental loss and damages caused to the property of a person.

We will also indemnify You and any member of Your Family against legal liability caused by the negligence of You or any member of Your Family occurring elsewhere in the world in respect of temporary visit of not exceeding thirty (30) consecutive days per visit to any person (other than You and any member of Your Family) as a result of accidental Bodily Injury to a person or accidental loss and damages caused to the property of a person.

Provided that

Our liability under this section for all compensation payable in respect of or arising out of one occurrence or all occurrences of a series consequent on or attributable to one source or original cause shall not exceed the Limit of Indemnity as specified in the Insured Plan in the Schedule in each Period of Insurance.

In the event of Your death, We will in respect of the liability incurred by You indemnify Your personal representative provided that such personal representative shall, as though he were the Insured, observe, fulfill and be subject to the terms, exclusions and conditions of this Policy so far as they can apply.

EXCLUSIONS

We will not indemnify You in respect of:

- (1) Bodily Injury to You, any member of Your Family, the Domestic Helper or any person in the service of You
- (2) loss of or damage to property owned by You or by any member of Your Family or the Domestic Helper or by any of Your servant or agent or any person in the service of You nor held in trust by You or in Your care, custody or control
- (3) liabilities arising from the ownership, occupation, business or use of any land or building other than the Home



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- (4) liability assumed by You by agreement unless such liability would have attached to You in the absence of such agreement
- (5) liabilities arising from advice, design, specification given or provided by You in a professional capacity or any breach of duty owed by You in a professional capacity
- (6) liabilities arising from the ownership, possession, driving or use (other than use as a passenger having no right or control) of mechanically propelled vehicles, or aircraft or watercraft of all types
- (7) liabilities arising from the ownership, use or possession of any animal other than domestic dog or cat
- (8) liabilities arising from the use of any horse for hunting, racing or polo
- (9) liabilities arising from wilful acts of You or any member of Your Family or the Domestic Helper or any person in the service of You
- (10) liabilities arising from any trade, profession or employment other than the employment of the Domestic Helper in Your service.

CONDITIONS

CLAIMS CONDITIONS WHICH APPLY TO THE WHOLE POLICY

- (1) In the event of any happening which may give rise to a claim You must advise Us in writing as soon as reasonably possible.
- (2) For loss or damage claims You must:
 - (i) at Your expense provide Us with all certified information and evidence including invoice or recognized appraisal for the damaged or lost item.
 - (ii) notify the police immediately of any loss by burglary, robbery, theft, malicious acts or riot and civil commotion.
- (3) For liability claims You must:
 - (i) send Us any letter, claim, writ or summons immediately when it is received.
 - (ii) advise Us immediately once You have knowledge of any impending prosecution inquest or fatal inquiry.
 - (iii) not make any admission, offer or promise of payment without Our written consent and We shall be entitled if We so desire to take over and conduct in Your name the defence or settlement of any claim or to prosecute in Your name for Our own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the statement of any claim and You shall give all such information and assistance as We may require.

CONDITIONS WHICH APPLY TO THE WHOLE POLICY

- (1) Interpretation
This Policy and the Schedule and any endorsements subsequently issued shall be read together and any word or expression to which a specific meaning has been attached in any part of the Policy or of the Schedule or of the endorsements shall bear such meaning wherever it may appear.
- (2) Prevention of Loss
You, any member of Your Family and the Domestic Helper must comply with all statutory obligations and take all reasonable steps to:
 - (a) prevent loss, damage or injury and
 - (b) maintain in efficient conditions and good repair any insured property and the Insured Premises.
- (3) Change in Risk
During the Period of Insurance, You must advise Us of any change in Your occupation or circumstances which would increase the possibility of loss and pay an additional premium if We require.
- (4) Fraud
If any claim is in any respect fraudulent or if any fraudulent means or devices are used by You, by any member of Your Family, by the Domestic Helper or by anyone acting on Your or their behalf to obtain benefit under this Policy then all benefits under this Policy will be lost.
- (5) Policy Cancellation
We may cancel the Policy by writing to You at Your last known address confirming that all cover will cease fourteen (14) days after the date of Our letter. You will then receive a refund premium on a pro-rata basis.
You may cancel the Policy by giving Us written instructions and such termination shall become effective after receipt of the notice by Us. Provided that no claim has arisen or been made during the current Period of Insurance, You will be entitled to a partial refund premium based on short term premium table stated below:-

Covered Period (not exceeding)	Premium to be refunded*
2 months	80%
3 months	70%
4 months	60%
5 months	50%
6 months	40%
7 months	30%
8 months	20%
9 months	10%
10 months or above	0%

*subject to a minimum premium of HKD400 per policy.

- (6) Arbitration
Any dispute or difference arising out of or in connection with this Policy shall be referred to and determined by a single arbitrator in Hong Kong to be agreed between the parties and in accordance with the Domestic Rules of Hong Kong International Arbitration Centre. If the parties fail to agree upon the choice of arbitrator within thirty (30) days of the request by one party to the other that a matter be referred to arbitration in accordance with this clause such reference shall



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be to an arbitrator appointed by the Chairman for the time being of Hong Kong Federation of Insurers. The decision of such arbitrator shall be final and binding upon the parties. If the Company shall disclaim liability to the Insured for any claim under this Policy and if such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provisions then the claim shall for all purposes be deemed to have been abandoned and shall not be recoverable.

(7) Subrogation

Before or after We pay Your claim under this Policy, You must at Our request take or allow Us to take in Your name all the steps needed to enforce Your rights against any other person. We will pay any costs and expenses involved.

(8) Contribution

If at the time any claim arises under this Policy there be any other insurance covering the same liability, We shall not be liable to pay or contribute more than its rateable proportion of any such claim.

(9) Interest

No claim payment under this Policy shall carry interest.

(10) Law and Jurisdiction

The laws of Hong Kong shall govern this Policy. The indemnity provided by this Policy shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a court of competent jurisdiction within Hong Kong nor to orders obtained in the said court for the enforcement of judgements made outside Hong Kong whether by way of reciprocal agreement or otherwise.

(11) Costs and Expenses

Any costs and expenses incurred by Us, Our agents and legal representatives and by You with Our consent during the investigation, defence and settlement of any claim shall be included with the Limit of Indemnity and aggregate limit as specified in the Schedule. The maximum amount payable in respect of any claims made under this Policy shall not exceed the Limit of Indemnity and the aggregate limit specified in the Schedule in each Period of Insurance.

(12) 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.

EXCLUSIONS WHICH APPLY TO THE WHOLE POLICY

(1) This policy does not insure loss or destruction of or damage to any property or Bodily Injury or expense or any consequential loss or liability directly or indirectly caused by or contributed to by or arising from:

- Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or its component.
- Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

(2) War and Terrorism Exclusion

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, it is agreed that this Policy excludes loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

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

For the purpose of this clause, "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 organization(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 clause also excludes loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.

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

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

(3) Terrorism Exclusion for Contamination and Explosives

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

- biological or chemical contamination
 - missiles, bombs, grenades, explosives
- due to any act of terrorism.

For the purpose of this clause, "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 organization(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

For the purpose of this clause, "contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

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

(4) Cyber Exclusion

This Policy does not apply to and specifically excludes losses of any kind directly or indirectly caused by, arising from, or consisting of, in whole or in part:

- the use or misuse of the Internet or similar facility;
- any electronic transmission of data or other information;
- any computer virus or similar problem;
- the use or misuse of any Internet address; Website or similar facility;
- any data or other information posed on a Website or similar facility;
- any loss of data or damage to any computer system, including but not limited to hardware or software (unless such loss or damage is caused by an earthquake, a fire, a flood, or a storm);
- the functioning or malfunctioning of the Internet or similar facility, or of any Internet address, Website or similar facility (unless such malfunctioning is caused by an earthquake, a fire, a flood, a storm); or
- any infringement, whether intentional or unintentional, of intellectual property rights (including but not limited to trademark, copyright or patent).



(5) Total Asbestos Exclusion

In consideration of the premium charged for this Policy, it is hereby understood and agreed that this contract shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

(6) Electro-Magnetic Fields Exclusion

This Policy shall not indemnify the Insured in respect of any loss or liability which arises out of or is contributed to directly or indirectly by exposure to magnetic electric or electromagnetic fields or radiation however caused or generated.

(7) IT Clarification

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

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

Consequently the following are excluded from this Policy.

- (a) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage.
- (b) Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

(8) Gradual Pollution Exclusion

Notwithstanding anything contained herein to the contrary, this Insurance does not cover any liability for

- (a) personal injury or bodily injury or financial loss or loss of, damage to, or loss or use of property directly or indirectly arising out of the discharge dispersal release or escape of pollutants
- (b) the cost of removing nullifying or cleaning up pollutants
- (c) fines penalties punitive or exemplary damages arising directly or indirectly out of the discharge dispersal release or escape of pollutants.

Notwithstanding the foregoing, this Insurance shall cover liability otherwise excluded under paragraphs (a) and (b) above which arises from a sudden identifiable unintended and unexpected happening which takes place in its entirety at a specific time and place

For the purposes of this clause, "pollutants" means any solid liquid gaseous or thermal irritant or contaminant, including but not limited to smoke vapour soot fumes acid alkalis chemicals and waste. Waste includes material to be recycled reconditioned or reclaimed.

(9) Fungus, Mildew and Mold Exclusion

This insurance does not apply to:

1. "Bodily injury", "property damage", medical payments, "personal and advertising injury" arising out of, resulting from, caused by, contributed to, or in any way related to the existence, inhalation or exposure to any "fungus / fungi" and or "spore(s)"; or
2. Any cost or expenses associated in any way, or arising out of the abatement, mitigation, remediation, containment, detoxification, neutralisation, monitoring, removal, disposal, or any obligation to investigation or assess the presence or effects of any "fungus / fungi" or "spore(s)"; or
3. Any obligation to share with or repay any person, organisation or entity, related in any way to items 1. and 2. above, regardless of any other cause, event, material, product and / or building component that contributed concurrently or in any sequence to the injury or damage.

For purposes of this endorsement, the following definitions apply:

- "Fungus / fungi" includes, but is not limited to, any form or type of mold, mildew, mushroom, yeast, or biocontaminant.
- "Spore(s)" includes, but is not limited to, any substance produced by, emanating from, or arising out of any "fungus / fungi".

All other terms and conditions of this Policy remain unchanged.

(10) Sanction Clause

It is hereby noted and agreed that notwithstanding anything contained herein to the contrary, the Company shall not be deemed to provide any cover and shall not be liable to pay for any claim or to provide any benefits hereunder to the extent that the provision of such cover or payment of such claim or provision of such benefits would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws and/or regulations of the European Union, United Kingdom or United States of America and/or any other applicable national economic or trade sanctions, laws and/or regulations.

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

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

(11) Strike, Riot, Civil Commotion And Malicious Damage Endorsement

It is agreed and understood that otherwise subject to the terms exclusions provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium this Policy shall be extended to cover loss or damage due to strike, riot, civil commotion and malicious damage which for the purpose of this Endorsement shall mean (subject always to the Special Conditions hereinafter contained) loss of or damage to the property insured directly caused by

1. 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) not being an occurrence mentioned in condition 2 of the Special Conditions hereof,
2. the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace),
3. the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance,
4. the wilful act of any striker or locked-out worker performed in furtherance of a strike or in resistance to a lock-out,
5. the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

Provided that it is hereby further expressly agreed and declared that

- 1 the maximum liability of the Company under this Endorsement is 20% of Home Content in aggregate during the Period of Insurance
- 2 a separate policy excess of HKD1,000.00 or 10% (whichever is the greater) of each and every loss under this Endorsement shall apply;
- 3 all the terms exclusions provisions and conditions of the Policy shall apply in all respects to the coverage granted by this Endorsement save in so far as the same are expressly varied by the following Special Conditions and any reference to loss or damage in the wording of the Policy shall be deemed to include the perils hereby insured against
- 4 the following Special Conditions shall apply only to the coverage granted by this Endorsement and the wording of the Policy shall apply in all respects to the coverage granted by the Policy as if this Endorsement had not been made thereon

Special Conditions

1 This Endorsement shall not cover

- a loss or damage resulting from total or partial cessation of work or the retarding interruption or cessation of any process or operation;
- b loss or damage occasioned by permanent or temporary dispossession resulting from confiscation commandeering or requisition by any lawfully constituted authority;
- c loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building.

Provided nevertheless that the Company are not relieved under b or c above of any liability to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession



- 2 This Endorsement shall not cover any loss or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences namely
- war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war
 - mutiny civil commotion assuming the proportion of or amounting to a popular rising military rising insurrection rebellion revolution military or usurped power
 - any act of any person acting on behalf of or in connection with any organization with activities directed toward the overthrow by force of the government de jure or de facto or to the influencing of it by terrorism or violence
- In any action suit or other proceeding where the Company allege that by reason by of the provisions of this condition, any loss or damage is not covered by this Endorsement the burden of proving that such loss or damage is covered shall be upon the Insured
- 3 This Endorsement may at any time be terminated by the Company on notice to that effect being given by registered post at the Insured's last known address in which case the Company shall be liable to repay a rateable proportion of the premium for the unexpired term from the date of termination
- 4 If anything contained in this Endorsement is at variance with or inconsistent with any terms provisions or conditions of "War and Terrorism Exclusion Endorsement", the "War and Terrorism Exclusion Endorsement" shall take precedence and shall prevail.
- Subject otherwise to the terms, conditions and exceptions of this Policy.
- (12) Communicable Disease Endorsement
- Notwithstanding any provision to the contrary within this insurance, this insurance exclude any 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 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.
 - 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:
 - 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
 - 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
 - the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured.
- (13) Property Cyber and Data Exclusion
- Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
 - Cyber Loss;
 - 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.
 - In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
 - 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
- 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.
 - 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.
 - Cyber Incident means:
 - 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
 - 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.
 - Computer System means:
 - 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.
 - 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.



新鴻基地產保險有限公司
Sun Hung Kai Properties Insurance Limited

新鴻基地產成員
Member of Sun Hung Kai Properties

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