



# GENERALI

Assicurazioni Generali S.p.A.

忠 利 保 險 有 限 公 司

## PROPERTY DAMAGE

## INSURANCE POLICY

## 財 物 綜 合 保 險 單

**Please read this insurance carefully and see that it meets your requirements.**

**If you find anything missing or have any query, please do not hesitate to contact your insurance adviser or our Company.**

The Property Damage Insurance Policy is an insurance contract between Assicurazioni Generali S.p.A. (hereinafter referred to as “the Company”) and the Insured named in the Schedule. The contract is evidenced by this document and is hereinafter referred to as the Policy.

The Proposal, the Policy, the Schedule and any Endorsement or Memorandum hereon will be considered as one document and any word or expression to which a specific meaning has been attached in any of them will bear such meaning throughout. In the Policy, unless the context otherwise requires, the singular includes the plural and vice versa, and a reference to one gender includes a reference to the other genders.

## Cover

The Company agrees (subject to the terms conditions and exclusions 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 right of the Insured to recover hereunder) that if after payment of the first premium any of the property insured be accidentally physically lost destroyed or damaged other than by an excluded cause 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 at the time of the happening of its accidental physical loss or destruction or the amount of such accidental physical damage (accidental physical loss destruction or damage being hereinafter termed "Damage") or at its option reinstate or replace such property or any part thereof

provided that the liability of the Company in respect of any one loss or in the aggregate in any one Period of Insurance shall in no case exceed

- i) in respect of each item the sum expressed in the Schedule to be insured thereon or in the whole the total sum insured hereby
- ii) any limit of liability shown in the Schedule

or such other sum or sums as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Company

## Exclusions

### A. Excluded Causes

This Policy does not cover

1. Damage to the property insured caused by
  - (a) (i) faulty or defective design materials or workmanship inherent vice latent defect gradual deterioration deformation
  - (ii) interruption of the water supply gas electricity or fuel systems or failure of the effluent disposal systems to and from the premises unless Damage by a cause not excluded in the Policy ensues and then the Company shall be liable only for such ensuing Damage
  - (b) (i) collapse or cracking of buildings
  - (ii) corrosion rust extremes or changes in temperature dampness dryness wet or dry rot fungus shrinkage evaporation loss of weight pollution contamination change in colour flavour texture or finish action of light vermin insects marring or scratching unless such loss is caused directly by Damage to the property insured or to premises containing such property by a cause not excluded in the Policy
  - (c) (i) theft except from a building and then only if there is violent or forcible entry to or exit from such building
  - (ii) acts of fraud or dishonesty
  - (iii) disappearance unexplained or inventory shortage misfiling or misplacing of information shortage in supply or delivery of materials or shortage due to clerical or accounting error
  - (iv) cracking fracturing collapse or overheating of boilers economisers vessels tubes or pipes nipple leakage or the failure of welds of boilers
  - (v) mechanical or electrical breakdown or derangement of machinery or equipment
  - (vi) bursting overflowing discharging or leaking of water tanks apparatus or pipes when the premises are empty or disused unless
    - (I) Damage by a cause not excluded in the Policy ensues and then the Company shall be liable only for such ensuing Damage
    - (II) such loss is caused directly by Damage to the property insured or to premises containing such property by a cause not excluded in the Policy
  - (d) (i) coastal or river erosion
  - (ii) subsidence ground heave or landslide
  - (iii) normal settlement or bedding down of new structures
  - (iv) wind rain hail frost snow flood sand or dust to movable property in the open or in open sided buildings or to fences and gates
  - (v) the freezing solidification or inadvertent escape of molten material
2. Damage caused by or arising from
  - (a) any wilful act or wilful negligence on the part of the Insured or any person acting on his behalf
  - (b) cessation of work delay or loss of market or any other consequential or indirect loss of any kind or description whatsoever
3. Damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences namely
  - (a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war
  - (b) mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising insurrection rebellion revolution military or usurped power
  - (c) acts of terrorism committed by a person or persons acting on behalf of or in connection with any organisation This Exclusion A3(c) shall not apply to Damage by Fire  
For the purpose of this Exclusion A3(c) "terrorism" means the use of violence for political ends and includes the use of violence for the purpose of putting the public or any section of the public in fear
  - (d) (i) permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority
  - (ii) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person provided that the Companies are not relieved of any liability to the Insured in respect of Damage to the property insured occurring before dispossession or during temporary dispossession which is otherwise insured by this Policy
  - (e) the destruction of property by order of any public authority

In any action suit or other proceeding where the Company alleges that by reason of the provisions of Exclusions A3(a) (b) and (c) above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the Insured

4. Damage directly or indirectly caused by or arising from or in consequence of or contributed to by
  - (a) nuclear weapons material
  - (b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 Solely for the purpose of this Exclusion A4(b) combustion shall include any self-sustaining process of nuclear fission

## B. Excluded Property

This Policy does not cover

1.
  - (a) money cheques stamps bonds credit cards securities of any description jewellery precious stones precious metals bullion furs curiosities rare books or works of art unless specifically mentioned as insured by this Policy and then only in respect of the perils specified below
  - (b) fixed glass
  - (c) glass (other than fixed glass) china earthenware marble or other fragile or brittle objects
  - (d) electronic installations computers and data processing equipment
 but this shall not exclude Damage (not otherwise excluded) caused by fire lightning explosion aircraft riot strikers locked-out workers persons taking part in labour disturbances malicious persons impact by any road vehicle or animals earthquake windstorm flood bursting overflowing discharging or leaking of water tanks apparatus or pipes
2. Unless specifically mentioned as insured by this Policy goods held in trust or on commission documents manuscripts business books computer systems records patterns models moulds plans designs explosives
3.
  - (a) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives or rolling stock watercraft aircraft spacecraft or the like
  - (b) property in transit other than within the premises specified in the Schedule
  - (c) property or structures in course of demolition construction or erection and materials or supplies in connection therewith
  - (d) land (including top-soil back-fill drainage or culverts) driveways pavements roads runways railway lines dams reservoirs canals rigs wells pipelines tunnels bridges docks piers jetties excavations wharves mining property underground off-shore property
  - (e) livestock growing crops or trees
  - (f) property damaged as a result of its undergoing any process
  - (g) machinery during installation removal or resiting (including dismantling and re-erection) if directly attributable to such operations
  - (h) property undergoing alteration repair testing installation or servicing including materials and supplies therefor if directly attributable to the operations or work being performed thereon unless Damage by a cause not otherwise excluded ensues and then the Company will be liable only for such ensuing loss
  - (i) property more specifically insured
4. 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 the marine policy or policies had this insurance not been effected
5. Damage to boilers economisers turbines or other vessels machinery or apparatus in which pressure is used or their contents resulting from their explosion or rupture

## Under Insurance

If the property hereby insured shall at the commencement of any Damage be collectively of greater value than the sum insured thereon then the Insured shall be considered as being his own insurer for the difference and shall bear a ratable proportion of the loss accordingly Every item if more than one of the Policy shall be separately subject to this Condition

## Deductibles

This Policy does not cover the amounts of the deductibles 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 including any condition of Average

Warranted that during the currency of the Policy the Insured shall not effect insurance in respect of the amounts of the deductibles stated in the Schedule

## General Conditions

### 1. Identification

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

2. **Misdescription**

If there be any material misdescription by the Insured or any one acting on his behalf of any of the property hereby insured or of any building or place in which such property is contained or of the business or premises to which this insurance refers or any misrepresentation as to any fact material to be known for estimating the risk or any omission to state such fact the Company shall not be liable under this Policy for the property affected by any such misdescription misrepresentation or omission

3. **Cancellation**

This insurance may be terminated at any time at the request of the Insured in which case the Company will retain the customary short period rate for the time the Policy has been in force This insurance may also be terminated at the option of the Company on notice to that effect being given to the Insured in which case the Company shall be liable to repay on demand a ratable proportion of the premium for the unexpired term from the date of the cancellation

4. **Forfeiture**

All benefit under this Policy shall be forfeited

- (a) If any claim made under this Policy be in any respect fraudulent or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy or
- (b) If any claim be made and rejected and an action or suit be not commenced within three (3) months after such rejection or (in case of an arbitration taking place in pursuance of Condition No. 7 of this Policy) within three (3) months after the arbitrator or arbitrators or umpire shall have made their award

5. **Subrogation**

Any claimant under this Policy shall at the expenses 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 other parties to which the Company shall be or would become entitled or subrogated upon its paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after his indemnification by the Company

6. **Contribution**

If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurance whether effected by the Insured or by any other person or persons covering either such loss or any part of it or the same property the Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage

7. **Arbitration**

If any difference shall arise as to the amount to be paid under this Policy such difference shall independently of all other questions be referred to the decision of an arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single arbitrator to the decision of two disinterested persons as arbitrators of whom one shall be appointed in writing by each of the parties within two (2) calendar months after having been required to do so in writing by the other party In case either party shall refuse or fail to appoint an arbitrator within two (2) calendar months after receipt of notice in writing requiring an appointment the other party shall be at liberty to appoint a sole arbitrator and in case of disagreement between the arbitrators the decision shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings The death of any party shall not revoke or affect the authority or powers of the arbitrator arbitrators or umpire respectively and in the event of the death of an arbitrator or umpire another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed The costs of the reference and of the award shall be in the discretion of the arbitrator arbitrators or umpire making the award And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator or umpire of the amount of the loss or damage if disputed shall be first obtained

8. **Alterations and Removals**

Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured before the occurrence of any loss or damage obtains the sanction of the Company signified by endorsement upon the Policy by or on behalf of the Company

- (a) If the trade or manufacture carried on be altered or if the nature of the occupation of or other circumstances affecting the building or containing the insured property be changed in such a way as to increase the risk of loss or damage
- (b) If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than thirty (30) days
- (c) If the property insured be removed to any building or place other than that in which it is stated herein to be insured
- (d) If the interest in the property insured passes from the Insured otherwise than by will or operation of law

9. **Claims**

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

- (a) immediately
  - (i) take steps to minimise the loss or damage and recover any missing property
  - (ii) give notice in writing to the Company and
  - (iii) give notice to the police if the event be theft or suspected theft or wilful or malicious damage
- (b) within thirty (30) days or such further time as the Company may in writing allow deliver to the Company
  - (i) a claim in writing for the loss or damage containing as particular an account as may be reasonably practical of all the several articles or items of property lost or damaged and the amount of loss or damage thereto respectively having regard to their value at the time of the loss or damage
  - (ii) particulars of all other insurances if any

The Insured shall at all times at his own expense produce procure and give to the Company all such further particulars plans specifications books vouchers invoices duplicates or copies thereof documents proofs and information with respect to the claim and the origin and cause of the loss or damage and the circumstances under which the loss or damage occurred and any matter touching the liability or the amount of liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and any matters connected therewith

10. **Company's Rights**

On the happening of any loss or damage to any of the property insured by this Policy the Company may

- (a) enter and take and keep possession of the building or premises where the loss or damage has happened
- (b) take possession of or require to be delivered to it any property of the Insured in the buildings or on the premises at the time of the loss or damage
- (c) keep possession of any such property and examine sort arrange remove or otherwise deal with the same
- (d) sell any such property or dispose of the same for account of whom it may concern

The powers conferred by this Condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under this Policy or if any claim is made until such claim is finally determined or withdrawn and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder incur any liability to the Insured or diminish its rights to rely upon any of the Conditions of this Policy in answer to any claim

If the Insured or any person acting on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company in the exercise of its powers hereunder all benefit under this Policy shall be forfeited

The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not

#### 11. **Repair and Replacement**

The Company may at its option repair or replace the property damaged or destroyed or any part thereof instead of paying the amount of the loss or damage or may join with any other Company or Companies 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 loss or damage nor more than the sum insured thereon

If the Company so elects to repair or replace any property the Insured shall at his own expense furnish the Company with such plans specifications measurements quantities and such other particulars as the Company may require and no acts done or caused to be done by the Company with a view to repair or replacement 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 hereby insured because of any municipal or other 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 sum as would be required to repair or replace such property if the same could lawfully be repaired to its former condition

#### 12. **Time Limit**

In no case whatever shall the Company be liable for any loss or damage after the expiration of twelve (12) months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration

#### 13. **Reasonable Precautions**

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

#### 14. **Minimum Premium**

This Policy shall be subject to a minimum premium of HK\$1,000

## **Clauses Endorsements Extensions & Warranties**

#### **Y2K Year 2000 Exclusion Clause (10/98/A)** (This Clause shall apply automatically to the Policy)

This Policy does not cover Damage or consequential loss directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or any computer software whether the property of the Insured or not and whether occurring before during or after the year 2000

- i) correctly to recognise any date as its true calendar date or
- ii) to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date or
- iii) to capture save or retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save or retain or correctly to process such data on or after any date

but this shall not exclude subsequent Damage or consequential loss not otherwise excluded which itself results from a Defined Peril

The Defined Perils are

"Fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons (other than thieves) earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal"

#### **WTE War And Terrorism Exclusion Endorsement** (This Endorsement shall apply automatically to the Policy)

Notwithstanding any provision to the contrary within this Policy 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 of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

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

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

This Endorsement also excludes loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to (1) and/or (2) above

If the Company alleges that by reason of this exclusion any loss damage 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 Endorsement is found to be invalid or unenforceable the remainder shall remain in full force and effect

**ITC****IT Clarification Clause** (This Clause shall apply automatically to the Policy)

Property loss or damage covered under this Policy shall mean physical loss of or damage to the substance of property. Physical loss of or damage to the substance of property shall not include 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. 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. Notwithstanding this exclusion loss of or damage to data or software which is the direct consequence of insured physical loss of or damage to the substance of property shall be covered
- 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

**The following Clauses Extensions and Warranties shall only apply to this Policy when specifically mentioned in the Schedule (Payment of extra premiums may be required for the application of some of the Clauses and Extensions)**

**A7 Foundation Exclusion Clause**

The insurance on Building excludes that part of any building below the level of the under surface of its lowest floor

**A11 Lien Clause**

Damage if any under this Policy shall be payable to the other interested party specified in the Schedule as their interest may appear whose receipt will be a valid discharge

**A12 Mortgage / Non-Occupying Landlord Clause**

It is hereby declared and agreed that this insurance shall not be invalidated by any change of occupancy or increase of risk taking place in the property without the knowledge of the Insured provided that he shall immediately on the same coming to his knowledge give notice thereof to the Company and pay any additional premium which may be required from the date of such increase of risk

**A13 Mortgage Clause**

Damage if any under this Policy shall be payable to the other interest party specified in the Schedule as Mortgagees or Assignees of mortgagee interest to the extent of their interest

It is hereby agreed that in the event of Damage the Company shall pay the Mortgagees or said Assignees to the extent of their interest but not exceeding the sum insured or the reinstatement value (less depreciation if any) of the property insured whichever is lower 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 Damage under this Policy and shall claim that as to the Mortgagor or Owner no liability therefore existed the Company shall at once be legally subrogated to all rights of the Mortgagees or said Assignees to the extent of such payment and the Mortgagees or said Assignees shall do and execute all such further or other acts deeds transfers assignments instruments and things as may be necessary or be reasonably required by the Company for the purpose of better effecting such subrogation but such subrogation shall not impair the right of the Mortgagees or said Assignees to recover the full amount of their claim

Provided that as between the Company and the Mortgagor or Owner of the property insured nothing contained in this Clause shall in any way constitute or be deemed to constitute any waiver of or prejudice or affect any rights which the Company may have against the Mortgagor or Owner of the property insured or lessen any 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 ten (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

**A14 All Other Contents**

It is agreed that the term "Contents" is understood to include

- a) money and stamps not otherwise specifically insured for an amount not exceeding HK\$5,000
- b) documents manuscripts and business books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up and not for the value to the Insured of the information contained therein and for an amount not exceeding HK\$5,000 in respect of any one document manuscript or business book
- c) computer systems records but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to the Insured of the information contained therein for an amount not exceeding HK\$5,000
- d) patterns models moulds plans and designs for an amount not exceeding HK\$5,000 in respect of any one pattern model mould plan or design

and so far as they are not otherwise insured

- e) employees' pedal cycles clothing tools and other personal effects for an amount not exceeding HK\$5,000 in respect of any one employee

Provided that

- 1) the liability of the Company shall not exceed ten percent (10%) of sum insured on such item or HK\$50,000 whichever is the less
- 2) the total amount recoverable under any item of this Policy shall not exceed the sum insured thereby

**A18 Temporary Removal**

Subject to the following provisions the property insured by this Policy (other than stock in trade merchandise goods or any other items of similar nature) is covered whilst temporarily removed 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 all in Hong Kong

The amount recoverable under this Extension in respect of each item of the Policy shall not exceed the amount which would have been recoverable had the Damage occurred in that part of the premises from which the property is temporarily removed nor in respect of any Damage occurring elsewhere than at the said premises ten percent (10%) of the sum insured by the item after deducting therefrom the value of any building (exclusive of fixtures and fittings) stock in trade merchandise goods or any other items of similar nature insured thereby or HK\$100,000 whichever is the less

This Extension does not apply to property if and so far as it is otherwise insured nor as regards Damage occurring elsewhere than at the premises from which the property is temporarily removed to

- a) motor vehicles and motor chassis licensed for normal road use
- b) property held by the Insured in trust other than machinery and plant

**A19 Reinstatement Value Clause**

It is hereby agreed that in the event of property insured under (the item as specified in the Schedule of) the within Policy being Damaged the basis upon which the amount payable under (each of the said items of) the Policy is to be calculated shall be the reinstatement of the property 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 Clause 'reinstatement' shall mean

The carrying out of the aftermentioned 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 Clause had not been incorporated therein shall be made
- 2) When any property insured under this Clause is Damaged 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 Clause had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred
- 4) Each item insured under this Clause 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 Damage to such property by any other peril hereby insured against then the Insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the Damage accordingly "
- 5) No payment beyond the amount which would have been payable under the Policy if this Clause had not been incorporated therein shall be made if at the time of any 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 Clause had not been incorporated therein the rights and liabilities of the Company and the Insured in respect of the Damage shall be subject to the terms and conditions of the Policy including any Condition of Average therein as if this Clause had not been incorporated therein

**A20 Public Authorities**

The insurance by (the item specified in the Schedule of) this Policy extends to include such additional cost of reinstatement of the Damaged property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Ordinance Law Statute or with Bye-Laws of any Municipal or Local Authority provided that

- 1) The amount recoverable under this Extension shall not include
  - a) the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws
    - i) in respect of Damage occurring prior to the granting of this Extension
    - ii) in respect of Damage not insured by the Policy
    - iii) under which notice has been served upon the Insured prior to the happening of the Damage
    - iv) in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance by this Policy) of that portion of the property Damaged
  - b) the additional cost that would have been required to make good the property Damaged to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen
  - c) the amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owners thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws
- 2) The work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within twelve (12) months after the Damage or within such further time as the Company may (during the said twelve (12) months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to the liability of the Company under this Extension not being thereby increased
- 3) If the liability of the Company under (any item of) the Policy apart from this Extension shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Company under this Extension (in respect of any such item) shall be reduced in like proportion
- 4) The total amount recoverable under any item of the Policy shall not exceed the sum insured thereby
- 5) All the conditions of the Policy except insofar as they may be hereby expressly varied shall apply as if they have been incorporated

herein

**A21 Capital Additions**

The insurance under (the item as specified in the Schedule of) this Policy extends to include additions and extensions to property insured but not appreciation in value made after the commencement of each annual Period of Insurance for an amount not exceeding ten percent (10%) of the sum insured on similar property under the relative item or HK\$100,000 whichever is the less it being understood that the Insured will declare quarterly the value of any such additions and extensions and will pay the appropriate additional premium require from inception of the additional cover

Amount so declared shall be added to the sum insured by the relative item by endorsement whereupon the provisions of this Clause shall be fully reinstated

(This Clause will not be applicable to any stock in trade merchandise goods or any other items of similar nature)

**A22 Rent Clause**

The insurance on rent applies only if (any of) the said building(s) or any part thereof is unfit for occupation in consequence of its 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

**A23 Architects' Surveyors' and Consulting Engineers' Fees**

The insurance by this Policy shall include Architects' Surveyors' and Consulting Engineers' fees necessarily incurred in the reinstatement of the property specified consequent upon its Damage but not for preparing any claim it being understood that the amount payable for such fees shall not exceed those authorised under the Scale of Professional Charges of The Royal Institute of British Architects and/or of the Schedule of Professional Charges of The Royal Institute of Chartered Surveyors and/or of the Association of Consulting Engineers as the case may be or of the respective equivalent local body Provided that

- 1) The total amount recoverable under any item of the Policy shall not exceed the sum insured thereby
- 2) the liability of the Company shall not exceed ten percent (10%) of sum insured on such item or HK\$100,000 whichever is the less

**A24 Removal of Debris**

The insurance by this Policy shall include costs and expenses 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 Damaged by fire or by any other peril hereby insured against Provided that

- 1) The total amount recoverable under any item of the Policy shall not exceed the sum insured thereby
- 2) the liability of the Company shall not exceed ten percent (10%) of sum insured on such item or HK\$100,000 whichever is the less

**A27 Stock Declaration Clause**

In consideration of the premium by (the item as specified in the Schedule of) this Policy being provisionally calculated on seventy-five percent (75%) of the sum insured thereby the Insured shall declare the value of such property on the last day of each month in writing to the Company within thirty (30) 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 average of the values at risk on each day of the period between each declaration

On the expiry of each Period of Insurance the actual premium (for the said item) shall be calculated at one hundred percent (100%) of the agreed rate (specified for the said item) per annum on the average amount declared ie 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 fifty percent (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

**A33 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

**A34 Storage Warranty**

Warranted no waste materials or goods of any description whatsoever whether belonging to the Insured or not shall be stored temporarily or otherwise on any staircase or landing or in any passageway within or in common use with the premises described in the Policy

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

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

**B7 Cold Store Clause A**

This insurance does not cover Damage caused by change of temperature resulting from the total or partial disablement of the refrigerating plant by fire or any other cause



**B14 Flammable Liquids and Solvents Warranty A**

Warranted no flammable liquids or solvents or any other substance having a flash point below 150°F (66°C) used or stored at the within described premises

**B24 Occupancy Warranty A**

Warranted no goods or merchandise other than samples stored at the within described premises

**B25 Occupancy Warranty B**

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

**B31 Petrol Warranty**

Warranted no petrol or other liquid fuel other than in the fuel tanks of vehicles and a quantity not exceeding 4 gallons (18 litres) in metal cans fitted with lids kept at the within described premises

**B34 Plastic Goods Manufacturers Warranty B**

Warranted no raw materials for the manufacture of plastics other than protein based resins products based on formaldehyde or other aldehydes polyamide resins polycarbonate based resins polythene (polyethylene) silicone resins cellulose acetate fluorocarbons polyester resins including alkyd resins polystyrene acetate resins acrylic resins acrylonitrile butadiene styrene (ABS) resins ethyl cellulose halogenated plastics epoxy resins polypropylene used or stored at the within described premises

**B54 Storage Warranty (Shops)**

- a) Warranted no trade processing or manufacturing carried on at the premises which involves the use of
  - i) machinery with a motive power in excess of 5 HP 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) alcohol
  - 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 (66°C)
  - 15) insecticides having a flash point below 150°F (66°C)
  - 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 (66°C)
  - 24) oily and greasy rags and waste
  - 25) paints enamels and lacquers having a flash point below 150°F (66°C)
  - 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 (66°C)
  - 32) resins having a flash point below 150°F (66°C)
  - 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 at the premises

**C1 85% Co-Insurance / Average Clause**

Notwithstanding anything contained herein to the contrary the sum insured by this Policy having been declared by the Insured to represent eighty-five percent (85%) of the total value of the property described herein and the premium for this Policy having been calculated accordingly it is hereby declared and agreed that if at the time of any Damage the sum insured shall be less than eighty-five percent (85%) of the total value of the property insured the Insured shall be considered as a co-insurer to an extent sufficient to render the insured values equal to eighty-five percent (85%) of the total value of the property described herein and in that capacity shall bear their proportion of any Damage that may occur Every item if more than one of the Policy shall be separately subject to this Clause

**C2 Non-Invalidation Clause**

This insurance shall not be invalidated by any act or omission or by any alteration whereby the risk of Damage is increased unknown to or beyond the control of the Insured provided that the Insured immediately upon becoming aware thereof shall give notice to the Company and

pay the appropriate additional premium if required

**C3 Renovation Decoration and Additions Clause**

Notwithstanding anything contained herein contrary to General Condition 8a of this Policy the Company agrees that renovation decoration and additions being undertaken at the premises insured in this Policy shall not prejudice this insurance provided that the total contract value for such renovation decoration and additions shall not exceed ten percent (10%) of sum insured on items (other than stock in trade merchandise goods or any other items of similar nature) or HK\$100,000 whichever is the less

For the purpose of this Clause this insurance shall not apply to the works or additional property incorporated unless such works has been completed and declared to be included in the Policy and the sum insured being revised to reflect the same

**C4 Workman Clause**

Workmen are allowed in or about any of the within mentioned premises for the purposes of carrying out normal upkeep cleaning repair or maintenance without prejudice to this insurance

**C6 Automatic Reinstatement of Sum Insured Clause**

In the event of Damage recoverable under this insurance the sum insured by this Policy shall in the absence of written notice by the Company or the Insured to the contrary be immediately reinstated in consideration of which the Insured undertakes to pay the appropriate additional premium

**C8 Fire Extinguishing Expenses Clause**

This Policy is extended to include the cost or re-filling fire extinguishers that have been used during fire fighting activities provided that the Company's maximum liability under this Clause shall not exceed HK\$5,000 in all which is part of and not in addition to the total sum insured of this Policy

**C10 Automatic Cover Clause**

The indemnity provided by this Policy shall apply automatically and shall include any increases in cost of reinstatement or replacement of the property insured through inflation or increase in cost of materials or labour not exceeding ten percent (10%) of the sum insured or HK\$100,000 whichever is the less during the Period of Insurance and/or from the date of Damage It is understood that the Insured shall advise the Company of all such increases at the end of the Policy period and pay the appropriate additional premium calculated at one hundred percent (100%) of the agreed rate specified for the said item

**E&OC Error & Omission Clause**

This insurance shall not be invalidated by any delay or unintentional error or omission in reporting

- a) new locations acquired or occupied or
- b) values or descriptions of any interest insured

provided that such delay error or omission shall be reported to the Company as soon as practicable after knowledge thereof

**ECC Extra Charges Clause**

In the event of any part of the property insured sustaining Damage for which the Company is liable for the indemnity provided by this Policy the insurance by this Policy shall include

- a) the costs necessarily incurred for the delivery of any part or parts by express or special delivery
- b) the labour overtime costs necessary to expedite repairs (including Sundays holidays and night works) for the execution of authorised repairs

Provided that

- 1) the liability of the Company shall not exceed ten percent (10%) of sum insured on such item or HK\$100,000 whichever is the less
- 2) the total amount recoverable under any item of this Policy shall not exceed the sum insured thereby

**MDC Misdescription Clause**

This insurance shall not be invalidated by any alteration or misdescription of occupancy of the premises described in the Policy provided that the Insured shall notify the Company as soon as the Insured becomes aware of the same and shall pay the appropriate additional premium if required from the date of inception of such increase of risk arising from the alteration or misdescription of the occupancy

**NCC No Control Clause**

Any breach of the within warranties in this Policy without the knowledge and consent of the Insured shall not prejudice this insurance provided that due diligence should be exercised by the Insured to ensure the same are complied with

### **Personal Information Collection Statement**

- (a) From time to time, it is necessary for you to supply Assicurazioni Generali S.p.A., Hong Kong Branch (the “**Company**”) with data about yourself(ves), policyowner(s), life insured(s), beneficiary(ies), claimant(s), and/or other relevant individuals (the “**Personal Data**”) in connection with the provision of insurance and/or related products and services to you, the processing of claims under insurance policies issued and/or arranged by the Company, and/or the processing of any or all other requests, enquiries and complaints from you.
- (b) Provision of the Personal Data to the Company by you is voluntary. However, failure to supply the Personal Data may result in the Company being unable to provide insurance and/or related products and services to you, process claims under insurance policies issued and/or arranged by the Company, and/or process any or all other requests, enquiries, or complaints from you.
- (c) The purposes for which the Personal Data may be used are as follows:
- (i) processing (including, without limitation, underwriting) and/or approving applications for insurance and/or related products and services, and any addition, alteration, variation, cancellation, renewal and/or reinstatement of such products and services;
  - (ii) administering insurance policies issued and/or arranged by the Company;
  - (iii) processing (including, but not limited to, investigating, analyzing, assessing and adjudicating) and/or settlement of claims under insurance policies issued and/or arranged by the Company;
  - (iv) exercising rights of subrogation, if applicable;
  - (v) collection of amounts outstanding (if any) from customers;
  - (vi) arranging coinsurance and/or reinsurance in respect of the insurance policies issued and/or arranged by the Company;
  - (vii) communicating with customers via telephone, mail, e-mail, facsimile and other communication means;
  - (viii) customer services (including, but not limited to, processing enquiries and complaints), marketing (including, but not limited to, direct marketing), and other related activities;
  - (ix) conducting data matching procedures;
  - (x) designing insurance and/or related products and services for customers’ use;
  - (xi) marketing insurance and/or other related products and services of the Company, its affiliated companies (which includes, but are not limited to, its group companies, parent company, trust companies of the Company’s parent company (hereinafter such affiliated companies are collectively referred to as the “**Affiliated Companies**”) and/or third parties selected by the Company;
  - (xii) statistical or actuarial research of the Company, its Affiliated Companies, relevant insurance industry associations or federations, supervisory authority, government department and/or other competent authority;
  - (xiii) complying with the requirements under any laws, rules, regulations, codes, guidelines, court orders, compliance policies and procedures, and any other relevant requirements which the Company and/or its Affiliated Companies are expected to comply with, including, without limitation, making disclosures of the relevant information; and
  - (xiv) any purposes relating thereto.
- (d) The Personal Data held by the Company shall be kept confidential, but the Company may provide the Personal Data to the following parties (whether within or outside the Hong Kong Special Administrative Region) for the purposes set out in paragraph (c) above, without prior notification to you and/or any other relevant individuals to whom the Personal Data is related:
- (i) agents, intermediaries, claims investigation companies, coinsurance companies, reinsurance companies, third party service providers, banks and credit-card companies, health and medical organizations, professional advisers, contractors, business partners, and/or any other relevant parties, as appropriate, who provide administrative, telecommunication, computer, payment, marketing, investigation, advisory and/or other services to the Company in connection with the operation of its business;
  - (ii) relevant insurance industry associations or federations, and/or members of such industry associations or federations;
  - (iii) overseas locations or branches, as appropriate, of the Company, its Affiliated Companies and/or third parties selected by the Company;
  - (iv) persons to whom the Company and/or its Affiliated Companies are under an obligation to make disclosure under the requirements of any laws, rules, regulations, codes, guidelines, court orders, compliance policies and procedures, and any other relevant requirements which the Company and/or its Affiliated Companies are expected to comply with;
  - (v) any court, supervisory authority, government department or other competent authority (including, without limitation, tax authority) under any laws binding on the Company and/or its Affiliated Companies;
  - (vi) lawful successors or assigns of the Company; and
  - (vii) persons who owe a duty of confidentiality to the Company and/or its Affiliated Companies.
- (e) The Company may verify any or all of the Personal Data by using information collected and released or transferred by relevant insurance industry associations or federations, and/or members of such industry associations or federations.
- (f) In accordance with the Personal Data (Privacy) Ordinance:
- (i) any individual has the right to:
    - (A) check whether the Company holds data about him/her and, if so, obtain a copy of such data;
    - (B) require the Company to correct any data relating to him/her that is inaccurate; and
    - (C) ascertain the Company’s policies and practices in relation to data and to be informed of the kind of data held by the Company;
  - and
  - (ii) the Company has the right to charge a reasonable fee for the processing of any data access request.
- (g) The person to whom requests for access to data and/or correction of data and/or for information regarding policies and practices and kinds of data held are to be addressed as follows:

Personal Data Protection Officer  
Assicurazioni Generali S.p.A., Hong Kong Branch  
35/F, Shell Tower, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong.

Note: In case of discrepancies between the English and Chinese versions of this Personal Information Collection Statement, the English version shall prevail.