

## EXTRA PERILS ENDORSEMENT FOR SECTION 2 BUILDING

This Policy is extended, but only as specified in the Policy Schedule, to cover **Damage** caused by the Extra Perils described hereunder provided always that

- (a) an excess with details as per Memorandum 3 is to be applied in respect of each and every claim under Section 2 of this Policy, except EP11A-Lanslip & Subsidence .
- (b) all the Conditions of this Policy (except insofar as they may be hereby expressly varied) shall apply as if they had been incorporated herein and for this purpose any **Damage** by the specified Extra Perils shall be deemed to be Damage by fire within the meaning of this Policy.

### EP01A-Aircraft

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

### EP02A-Bush Fire

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

### EP03B-Earthquake (Fire, Shock & Flood)

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

- (a) the first 10% of each and every loss subject to a minimum HK\$250 as ascertained after the application of any condition of average and occurring within each and every separate period of 72 consecutive hours during the currency of this Policy.
- (b) metal smoke stacks, awnings, blinds, signs or other outdoor fixtures and fittings unless specifically insured.

### EP04A-Explosion

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

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

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

Damage by fire or otherwise, caused by impact by any road vehicle, horses or cattle, but excluding the first 10% of each and every loss subject to a minimum HK\$250 as ascertained after the application of any condition of average.

### EP06A-Riot & Strike

Damage directly caused by

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

but excluding

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

### EP06C-Malicious Damage

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

- (a) Damage by explosion
  - (b) Damage arising out of or in the course of theft or any attempt thereat
- provided that cover under Extra Peril EP06A (Riot & Strike) is in force and subject to the application of the exclusions under that Extra Peril extension wording other than (i) (c).

### EP06H- Terrorism

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

### EP07A- Spontaneous Combustion

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

#### EP08A- Sprinkler Leakage

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

- (a) such discharge or leakage of water shall be accidental and shall not be occasioned by or happen through
  - (i) heat caused by fire
  - (ii) repairs or alterations to the buildings or premises
  - (iii) repair removal or extension of the said Installation
  - (iv) the order of the Government or of any Authority
  - (v) explosion, the blowing-up of buildings or blasting;
- (b) the Insured shall at all times take all reasonable steps to prevent damage to the said Installation and, so far as his responsibility extends, to maintain the said Installation, including the automatic external alarm signal, in efficient condition. In the event of any discharge or leakage from the said Installation the Insured shall do and permit to be done all things practicable, whether by removal or otherwise, to save and protect the Property Insured;
- (c) whenever it is intended to make any changes, repairs or alterations to the said Installation, the Insured shall give written notice thereof to the Company;
- (d) the Company shall have access to the Situation insured at all reasonable times for purposes of inspection and if the Company shall notify the Insured of defects in the construction or condition of the said Installation requiring alteration or repairs the Company may also at their option by notice in writing suspend the insurance by this extension until such alteration or repairs shall be duly completed.

#### EP09C-Typhoon, Windstorm & Flood

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

- (a) in respect of damage caused other than by fire
  - (i) the first 10% of each and every loss subject to a minimum of HK\$1,000 as ascertained after the application of any condition of average and occurring within each and every separate period of 72 consecutive hours during the currency of this Policy
  - (ii) metal smoke stacks, awnings, blinds, signs or other outdoor fixtures and fittings unless specifically insured
  - (iii) premises in course of construction, alteration or repair except when all outside doors, windows and other openings are complete and protected against typhoon or windstorm unless specifically insured
- (b) Damage caused by
  - (i) subsidence or landslip
  - (ii) nail, whether wind driven or not
  - (iii) rain entering the building other than through openings made in its fabric by the direct force of the typhoon or windstorm
- (c) Damage caused by accumulation of water resulting from circumstances where the Insured could, but have failed to, take reasonable steps to prevent such accumulation.

#### EP10A-Water Tanks, Apparatus & Pipes

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

- (a) the first 10% of each and every loss subject to a minimum of HK\$1,000 as ascertained after the application of any condition of average.
- (b) Damage to water tanks apparatus or pipes
- (c) Damage caused by water discharged or leaking from any installation of automatic sprinklers.

#### EP11A-Landslip & Subsidence

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

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

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

#### WARRANTED:-

1. The Insured shall maintain the Insured property in sound repair and shall take all responsible steps to prevent damage from the perils covered hereby.
2. The Insured shall notify the Company immediately:
  - a) any excavation and commenced beneath, around or in the vicinity of the Insured property.  
In such event the Company shall have the right to vary or cancel the cover provided under this Policy.
  - b) of the operation of an insured peril affecting any part of the site (whether or not the Insured property is involved) or its nearby surroundings.

## WARRANTY(IES) AND CLAUSE(S) OF SECTION 2 -BUILDING

Of the following clauses and warranties only those apply which are so indicated in the appropriate place in the schedule and are each subject to the conditions of the Policy.

### A.7 FOUNDATION EXCLUSION

The insurance on Building excludes that part of any building below the level of the under\* surface of its lowest floor. \*"upper" may be substituted for "under".

NOTE: It is permissible within the terms of General Rule B2 to exclude those parts of concrete foundations for machinery which extend above the levels defined in the wording.

### A.8 ELECTRICAL INSTALLATIONS

The Company will not be liable for loss of or damage to any Electrical Plant, Apparatus or Installation caused by its own over-running, excessive pressure, short circuiting or self heating.

### A.12 MORTGAGEE/NON-OCCUPYING LANDLORD CLAUSE

It is hereby declared and agreed that this insurance shall not be invalidated by any change of occupancy or increase of risk taking place in the property without 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.

### A.13 MORTGAGEE CLAUSE

Loss, if any under this Policy shall be payable to the Mortgagee/s, Assignee/s named in the Schedule to the extent of their interest. It is hereby agreed that in the event of loss or damage, the Company will pay the Mortgagees or said Assignees to the extent of their interest and that this insurance in so far as concerns the interest therein of the Mortgagees or said Assignees only shall not be invalidated by any act or neglect of the Mortgagor or Owner of the property insured, nor by anything whereby the risk is increased being done to, upon or in any building hereby insured, without the knowledge of the Mortgagees or said Assignees provided always that the Mortgagees or said shall notify the Company of any change of ownership or alteration or increase of hazard not permitted by this insurance so 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 or risk first took place-

And it is further agreed that whenever the Company shall pay the Mortgagees or said Assignees any sum for loss or damage under this Policy, and shall claim that as to the Mortgagor or Owner no liability therefore existed the Company shall at once be legally subrogated to all rights of the Mortgagees or said Assignees to the extent of such payment and the Mortgagees or said Assignees shall do and execute all such further or other acts, deeds, transfers, assignments, instruments and thins 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 the clause shall in any way constitute or be deemed to constitute any waiver of, or prejudice or affect any rights which the Company may have against the Mortgagor or Owner of the property Insured, or lessen any obligations which may be imposed on the Mortgagor or Owner of the property insured either by or under this Policy or by law, and such rights and obligations shall as between the Company and the Mortgagor or owner of the property insured remain in full force and effect.

The Company reserves the right to cancel this Policy at any time as provided by the terms thereof, but in such case this Policy shall continue in force for the benefit only of the Mortgagees or said Assignees for 10 days after notice to the Mortgages or said Assignees of such cancellation, and shall then cease, and the Company shall have the right on like notice to cancel this agreement.

### A.19 REINSTATEMENT VALUE INSURANCE

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

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

The carrying out of the after-mentioned 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

- (a) 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 this Policy if this memorandum had not been incorporated therein shall be made.
- (b) When any Property Insured under this memorandum is damaged or destroyed in part only the liability of the Company shall not exceed the sum representing the cost which the Company could have been called upon to pay for reinstatement if such property had been wholly destroyed.
- (c) No payment beyond the amount which would have been payable under this Policy if this memorandum had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred.
- (d) Each item insured under this memorandum is declared to be separately subject to the following Condition of Average namely:  
If at the time of reinstatement the sum representing the cost which would have been incurred in reinstatement if the whole of the property covered by such item had been destroyed exceeds the sum insured thereon at the breaking out of any fire or at the commencement of any destruction of 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 ratable proportion of the loss accordingly.
- (e) No payment beyond the amount which would have been payable under this Policy if this memorandum had not been incorporated therein shall be made if at the time of any destruction or damage to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth herein.
- (f) 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 this Policy if this memorandum had not been incorporated therein the rights and liabilities of the Company and the Insured in respect of the destruction or damage shall be subject to the terms and conditions of this Policy, including any Condition of Average therein, as if this memorandum had not been incorporated therein.

B.24 OCCUPANCY WARRANTY

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

B.25 OCCUPANCY WARRANTY B

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

B.31 PETROL WARRANTY

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

C.6 AUTOMATIC REINSTATEMENT OF SUM INSURED

In consideration of the Insured undertaking to pay an additional premium at the agreed rate on the amount of loss calculated on a pro-rata basis from the date of such loss to the expiry of the current period of insurance. It is agreed that in the event of loss the insurance hereunder shall be maintained in force for the full sum insured.

C.8 FIRE EXTINGUISHING EXPENSES

The sum insured include all fire fighting expenses such as the cost of replenishment of the fighting appliances and destruction of damage to such appliances. Provided always that the liability of the Company in respect of such loss shall be limited to those necessarily and reasonably incurred in distinguishing fire at or adjoining the situation of the Property Insured in this Policy

#### A.20 PUBLIC AUTHORITIES

The Insurance by this Policy extends to include such additional cost of reinstatement of the destroyed or 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 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 destruction or damage occurring prior to the granting of this extension;
    - (ii) in respect of destruction or damage not insured by this Policy;
    - (iii) under which notice has been served upon the Insured prior to the happening of the destruction or 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 destroyed or damaged.
  - (b) the additional cost that would have been required to make good the property damage or destroyed 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 months after the destruction or damage or within such further time as the Company may (during the said twelve 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) this Policy apart from this Extension shall be reduced by the application of any of the terms and conditions of this 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 this Policy shall not exceed the Sum Insured thereby.
5. All the conditions of this Policy except insofar as they may be hereby expressly varied shall apply as if they have been incorporated herein.

#### A.22 RENT CLAUSE

The insurance on rent applies only if (any of) the said building(s) or any part thereof is unfit for occupation in consequence of its destruction or damage and then the amount payable shall not exceed such proportion of the sum insured on Rent as the period necessary for reinstatement bear to the term of Rent insured. 租金保險祇賠償所保樓宇(全部或部分)因損毀而不適宜居住所引致之租金損失，其賠償額將不得超過上述不宜居住的日期(因修理或重建)與整段租金保險日期相比乘租金保額所得之數。

#### A.23 ARCHITECTS', SURVEYORS' AND CONSULTING ENGINEERS' FEES

The insurance under this Policy includes Architects', Surveyors' and Consulting Engineers' fees necessarily incurred in the reinstatement of the property specified consequent upon its destruction or damage but not for preparing any claim, it being understood that the amount payable for such fees shall not exceed those authorized under the Scale of Professional Charges of The Royal Institute of British Architects and/or of the Schedule of Professional Charges of The Royal Institution of Chartered Surveyors and/or of the Association of Consulting Engineers as the case may be, or of the respective equivalent local body. It is further understood that the amount payable for such fees in respect of each insurance certificate shall not exceed 5% of the sum insured thereof.

#### A.24 REMOVAL OF DEBRIS

The insurance by this Policy extends to cover 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 destroyed or damaged by fire or by any other peril hereby insured against. It is understood that the amount, payable for such costs and expenses in respect of each insurance certificate shall not exceed 5% of the sum insured thereof.

#### A.33 LEGAL REQUIREMENTS WARRANTY

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

- (i) Fire Services Department and/or
- (ii) Labour Department and/or
- (iii) Dangerous Goods Ordinance and/or
- (iv) Factories and Industrial Undertakings Ordinance and/or
- (v) any other statutory obligations

including any notice given and requirements made pursuant to same the breach and disregard of which may affect or increase 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 of this Policy.

保戶必須遵守下列政府機構所公佈之一切有關各項規章，條款及任何通告，如不遵守則是以影響或增加本保險單所保之危險情況：

- (1) 消防事務處 及/或
- (2) 勞工處 及/或
- (3) 危險品條例 及/或
- (4) 工廠暨工業經營條例 及/或
- (5) 其他有關條款

但經本公司在保險單上批明對某項章，條例或通告，可以毋須遵守者，則不受本條款之約束。

#### A.34 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 this Policy.

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

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

任何廢物，貨物或其他物品(無論屬於本保險單保戶或任何人等)，不得存貯或臨時存貯在保險單所保樓宇之梯間，走廊及一切公用地方。

本公司將豁免任何非由本保險單保戶所引起對本保證條款之抵觸，但本公司必需在發生損失或損毀而收到本保險單保戶書面通知有關上述保證條款之抵觸情況。

保戶必須將所有廢物放置在桶內，並每日在搬離該樓宇之外。