

HONG LEONG HOME DECORATION INSURANCE POLICY

Please read this Policy carefully and ensure that it meets your requirements.

This Policy, the Certificate of Insurance and any Endorsement or Memoranda thereon shall be considered one document (together "Policy") and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout.

Whereas:

- a. The Insured by an application form or statements made to the Company, including a declaration made to the Company, which shall be the basis of and shall form part of this Policy, has applied for insurance; and
- b. Hong Leong Insurance (Asia) Ltd ("Company") has agreed to provide such insurance.

1. **NOW THIS POLICY WITNESSETH** that in consideration of the Insured having paid or agreed to pay to the Company the premium stated in the Certificate of Insurance.

1.1 **THE COMPANY HEREBY AGREES** subject to the terms, exceptions and conditions contained herein or attached hereto or endorsed hereon that if during the Period of Insurance stated in the Certificate of Insurance or during any further period in respect of which the Insured shall have paid and the Company shall have accepted premium the Insured shall sustain loss or damage or shall incur liability in the circumstances provided for by this Policy and defined herein the Company shall indemnify the Insured in the manner hereinafter described.

2. GENERAL EXCEPTIONS

2.1 The Company shall not indemnify the Insured in respect of loss, damage or liability directly or indirectly caused by or arising out of:

- 2.1.1 war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, military or usurped power or persons acting on behalf of or in connection with any political organisation with activities directed towards the overthrow or influencing of a government, de jure or de facto, by force, confiscation, nationalisation, commandeering, requisition or destruction or damage by order of any government, de jure or de facto, or by any public authority;
- 2.1.2 strike, riot, lock out, civil commotion or persons taking part in labour disturbances;
- 2.1.3 acts of terrorism committed by a person or persons acting on behalf of or in connection with any organisation. For the purpose of this exclusion "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;
- 2.1.4 nuclear weapons, material, ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste, from the combustion of nuclear fuel and for the purposes of this exception combustion shall include any self-sustaining process of nuclear fission.

2.2 In any action, suit or other proceeding where the Company alleges that by reason of the provisions of exceptions 2.1.1, 2.1.2 and 2.1.3 above any loss, damage or liability is not covered by this Policy the burden of proving that such loss, damage or liability is covered shall be upon the Insured.

2.3 Property Cyber and Data Endorsement

- 2.3.1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, this Policy excludes any:
 - 2.3.1.1 Cyber Loss, unless subject to the provisions of paragraph 2.3.2;
 - 2.3.1.2 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, unless subject to the provisions of paragraph 2.3.3;regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2.3.2 Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion which directly

results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.

2.3.3 Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.

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

2.3.5 This endorsement supersedes and, if in conflict with any other wording in this Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

Definitions

2.3.6 "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.

2.3.7 "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.

2.3.8 "Cyber Incident" means:

- 2.3.8.1 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
- 2.3.8.2 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.

2.3.9 "Computer System" means:

- 2.3.9.1 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.

2.3.10 "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.

2.3.11 "Data Processing Media" means any property insured by this Policy on which Data can be stored but not the Data itself.

2.4 Terrorism Exclusion Endorsement

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

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any 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 endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Company allege 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.

2.5 Communicable Disease Exclusion

2.5.1 Notwithstanding any provision to the contrary within this Policy, this Policy does not cover any loss, damage, liability, claim, defence cost, cost, fines, penalties, expense or any other amount, 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.

2.5.2 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:

- 2.5.2.1 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
- 2.5.2.2 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
- 2.5.2.3 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.

2.6 Products Liability Exclusion

This Policy shall not apply to liability in respect of death or bodily injury including illness of any person or loss of or damage to property caused by or in connection with or arising from property goods products food or drink or the containers thereof sold or supplied or constructed or property or goods which have been repaired altered renovated serviced or installed and no longer in the Insured's possession or control, or poisoning or contamination of any kind.

2.7 This Policy does not indemnify the Insured and insured parties as named in the Certificate of Insurance in respect of any claim arising in connection with any erection, dismantling or repair of scaffolding and maintenance, overhaul or inspection of machinery.

2.8 This Policy shall not cover liability loss damage cost or expense directly or indirectly caused by or arising out of external works and/or scaffolding, irrespective whether such external works and/or scaffolding structure is stipulated in the Contract or not, except Optional Scaffolding Works is insured with additional premium.

2.9 Sanction Limitation and Exclusion Clause

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

3. SECTION I- MATERIAL DAMAGE

3.1 The Company shall indemnify the Insured in respect of loss of or damage to the Insured Property described in the Certificate of Insurance whilst at the Insured Premises during the Period of Insurance arising from any cause whatsoever not hereinafter excluded.

3.2 The Company shall not indemnify the Insured in respect of that part of the Works:

- 3.2.1 which has been taken into use or occupation by the Employer from the time of such taking into use or occupation or
- 3.2.2 for which a certificate of completion has been issued from the expiry of 28 days from the date of completion certified therein;
- 3.2.3 whichever of 3.2.1 or 3.2.2 is the earlier unless such loss or damage be occasioned during the Maintenance Period stated in the Certificate of Insurance and
 - (a) was caused by an occurrence during the Construction Period stated in the Certificate of Insurance, or
 - (b) was caused by an insured contractor in the course of complying with his obligations under the maintenance and defects liability clauses of the Contract.

3.3 Provided that the total liability of the Company under this Section shall not exceed the Sum Insured shown in the Certificate of Insurance for each item of the Insured Property.

EXCEPTIONS TO SECTION I

3.4 The Company shall not indemnify the Insured in respect of:

- 3.4.1 loss or damage due to any fault, defect, error or omission in or failure of any design plan or specification;
- 3.4.2 loss or damage due to defect in material or workmanship but this exception shall be limited to that part of the Insured Property directly affected and shall not exclude loss or damage to other parts of the Insured Property resulting from an accident due to such defect;
- 3.4.3 loss of or damage to any item of machinery forming part of the Works or Constructional Plant due to its own explosion, mechanical or electrical breakdown or derangement but this exclusion shall not be deemed to exclude damage to other parts of the Works or Constructional Plant arising as a consequence of such explosion, breakdown or derangement;
- 3.4.4 loss of Insured Property due to it being stolen or otherwise missing from the Insured Premises unless such loss is identifiable by the Insured with a specific occurrence;
- 3.4.5 loss of or damage to cash, bank notes, treasury notes, cheques, postal orders, money orders, stamps, deeds, bonds, bills of exchange, promissory notes and securities;
- 3.4.6 loss of use, liquidated damages, penalties, performance guarantees or other consequential losses;
- 3.4.7 loss or damage due to wear and tear, moths, vermin, insects, pet, damp, rust, rot, corrosion, mould, moisture, the action of light or atmosphere or other deterioration due to gradually operating causes;
- 3.4.8 the cost of maintenance;
- 3.4.9 loss of or damage to any locomotive, waterborne vessel, aircraft or vehicle other than any land vehicle which is used solely on the Insured Premises and which is not used on any public road or public highway to which any road traffic legislation applies;
- 3.4.10 damage to tyres whilst attached to a vehicle or plant unless the vehicle or plant is damaged at the same time;
- 3.4.11 loss or damage due to cessation of work whether total or partial;
- 3.4.12 loss or damage that is not unforeseen or accidental in nature;
- 3.4.13 any deliberate act or neglect of the insured parties named in the Certificate of Insurance;
- 3.4.14 any loss or damage caused by or resulting from unexplained or mysterious disappearance;
- 3.4.15 any claim that is not able to provide satisfactory proof from the professional storage company or professional mover.

CONDITIONS TO SECTION I

3.5 The Sum Insured in the Certificate of Insurance represent the new replacement value inclusive of erection, freight and customs.

3.6 If in the event of loss or damage to the Insured Property it is found that the Sums Insured are less than the amounts required to be insured the amount recoverable under this Policy shall be reduced in such proportion as the Sums Insured bear to the amounts required to be insured.

3.7 In the event of loss or damage to the Insured Property indemnifiable under this Policy the basis of loss settlement shall be:

- 3.7.1 in the case of damage which can be repaired, the costs of

necessary repairs without deduction for depreciation, however indemnification shall be limited to costs not exceeding the actual value of the damaged property;

3.7.2 in the case of a total loss, the actual value of the Insured Property immediately before the occurrence of the loss less salvage.

3.8 In the event of loss or damage to the Insured Property the insurance hereunder shall be maintained in force during the Period of Insurance for the Sum Insured the Insured undertaking to pay an additional premium at the agreed rate on the amount of any loss exceeding HK\$100,000 pro rata from the date of such loss or damage to the expiry of the Period of Insurance but this additional premium shall be disregarded for the purpose of any adjustment of premium under General Condition 5.5 of this Policy.

4. SECTION II- LIABILITY TO THIRD PARTIES

4.1 The Company shall indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay for:

4.1.1 accidental death, bodily injury, illness or disease suffered by any person arising out of the performance of the Contract described in the Certificate of Insurance;

4.1.2 accidental loss or damage to physical property arising out of the performance of the Contract described in the Certificate of Insurance.

4.2 The liability of the Company under this section of this Policy for all compensation payable to any claimant or number of claimants in respect of or arising out of all occurrences of a series consequent on or attributable to one original cause shall not exceed the limit of indemnity specified in the Certificate of Insurance.

4.3 In respect of any claim covered by this Section of this Policy the Company shall in addition be liable for:

4.3.1 all costs and expenses of litigation recovered by any claimant against the Insured;

4.3.2 all costs and expenses of litigation incurred by the Insured with the written consent of the Company in resisting any claim.

4.4 Where more than one party comprises "The Insured" each of the parties comprising the Insured shall for the purpose of this Policy be considered as a separate and distinct party and the words "The Insured" shall be considered as applying to each party in the same manner as if a separate policy had been issued to each of the parties and the Company hereby agrees to waive all rights of subrogation against each of the aforesaid parties arising out of any occurrence in respect of which any claim is made hereunder provided nevertheless that:

4.4.1 notwithstanding the foregoing, this Policy shall not respond in respect of claims arising out of death of or bodily injury (including illness) to any person who is, or could have been, insured under workmen's compensation insurance(s) and/or employer's liability insurance(s);

4.4.2 nothing in this Clause shall be deemed to increase the Limit of Indemnity in respect of any one occurrence or series of occurrences as stated in the Certificate of Insurance.

4.5 Provided always that the aggregate liability of the Company shall not be increased beyond the limit of indemnity specified in the Certificate of Insurance.

EXCEPTIONS TO SECTION II

4.6 The Company shall not indemnify the Insured in respect of:

4.6.1 liability for death, bodily injury, illness or disease arising out of or in the course of undertaking any activity in connection with an insured Contract in respect of:

(a) any person employed directly or independently by the Employer or any contractor and/or sub-contractor of any tier and

(b) any person to whom any part of the insured Contract has been sub-contracted including but not limited to self-employed person(s) and/or sole proprietor.

4.6.2 liability in respect of compensation claimed from the Insured by an injured person or dependent under any Employees Compensation Legislation;

4.6.3 liability resulting from or attributable to or caused by the ownership or possession or use by or on behalf of the Insured of any locomotive, waterborne vessel, aircraft or vehicle other than any land vehicle which is used solely on the contract Insured Premises and which is not used on any public road or public highway to which any Road Traffic Legislation applies;

4.6.4 liability compulsorily insurable under any legislation governing the use of motor vehicles;

4.6.5 liability in respect of loss or damage to any building, property or structure caused by or resulting from vibration or by the removal or weakening of support;

4.6.6 liability in respect of loss of or damage to property belonging to or in the care, custody or control of the Insured;

4.6.7 liability in respect of loss or damage to permanent or temporary works or materials forming part of the Contract or contracts insured under this Policy;

4.6.8 liability consequent upon any agreement by the Insured to pay any sum by way of indemnity or otherwise or predetermined penalties or liquidated damages imposed under any contract entered into by the Insured unless such liability would have attached also in the absence of such agreement, contractual penalty or liquidated damages;

4.6.9 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;

4.6.10 liability in respect of claims arising out of:

(a) the rendering of or failure to render professional advice or service or any error or omission connected therewith or

(b) any error in advice design formula or specification or

(c) a breach of the duty owed in a professional capacity by the Insured.

4.7 This Policy does not cover any liability for:

4.7.1 Personal injury or bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph 4.7.1 shall not apply to liability for personal injury or bodily injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the Period of Insurance.

4.7.2 The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the Period of Insurance.

4.7.3 Fines, penalties, punitive or exemplary damages.

This paragraph 4.7 shall not extend this Policy to cover any liability which would not have been covered under this Policy had this Clause not been attached.

5. GENERAL CONDITIONS

5.1 The Company shall not be liable under this Policy in respect of judgments against the Insured which are not in the first instance delivered by or obtained from a court of competent jurisdiction of Hong Kong.

5.2 This Policy and the Certificate of Insurance shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Certificate of Insurance shall bear such meaning wherever it may appear.

5.3 All the terms, exceptions and conditions contained herein or endorsed hereon are incorporated in and form part of this contract of insurance and are deemed to be conditions precedent to any liability on the part of the Company so far as they relate to anything to be done by the Insured.

5.4 If any change shall occur materially varying any of the facts upon which this Policy is based the Insured shall immediately give notice in writing to the Company and the premium shall be adjusted in accordance with any agreed rate.

5.5 The Insured shall within three months of the expiration of the Period of Insurance furnish to the Company a declaration of the Final Contract Sum and if such sum shall differ from the Contract Sum the premium shall be adjusted accordingly subject to any minimum retained premium previously agreed.

5.6 The Insured shall take into account the prevailing weather condition in Hong Kong, all reasonable measures to ensure the Insured Premises against unauthorized entry, all reasonable precautions to prevent loss or accident as well as comply with "Construction Sites (Safety) Regulations" and any ordinance or regulation which might apply in respect of the insured Contract.

5.7 In the event of any occurrence which might give rise to a claim under this Policy the Insured shall:

5.7.1 notify the Company as soon as possible and in writing give an indication as to the nature and extent of the damage;

5.7.2 at the expense of the Company take such immediate action as is

- necessary to minimise the loss provided that such expense shall not increase the Company ultimate loss;
- 5.7.3 keep parts affected and make them available for inspection by a representative or surveyor of the Company for a reasonable period of time but 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;
- 5.7.4 submit a formal claim and furnish all such information and documentary evidence as the Company may require within six months of the occurrence or such further time as the Company may in writing agree, such agreement not to be unreasonably withheld;
- 5.7.5 inform and assist the police authorities in case of loss or damage due to theft or burglary or malicious action;
- 5.7.6 immediately send to the Company upon receipt any writ summons or other proceedings which may be commenced against the Insured;
- 5.7.7 give to the Company all information and assistance to enable the Company to settle or resist any claim or institute proceedings.
- 5.8 In the event of a claim or claims arising for which the Company could be liable under this Policy the Company shall be entitled:
- 5.8.1 to undertake in the name and on behalf of the Insured the absolute conduct and control of any proceedings and the settlement of the same;
- 5.8.2 to take proceedings at their own expense and for their own benefit but in the name of the Insured to recover compensation or secure an indemnity from any third party in respect of anything covered by this Policy;
- 5.8.3 to pay to the Insured in respect of any claim or claims the maximum liability of the Company under Section II of this Policy as stated in the Certificate of Insurance or such lesser sum for which the said claim or claims can be settled (subject to deduction in either case of any sum or sums already paid on account for such claim or claims) and thereafter the Company shall be under no further liability in respect of said claim or claims except for payment of costs and expenses incurred prior to the date of such payment and for which the Company may be liable hereunder.
- 5.9 The Insured shall not negotiate, pay, settle, admit or repudiate any claim under this Policy without the written consent of the Company.
- 5.10 This Policy is not to be called upon in contribution and is only to pay any loss hereon if and so far as not recoverable under any other insurance.
- 5.11 All differences arising out of this Policy shall 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 Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured for any claim hereunder any such claim shall not within twelve months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- 5.12 Any unintentional or inadvertent error or omission, misrepresentation, misdescription or non-disclosure of any material facts in name or description or amount or reporting or notification in respect of this Policy by one of the Insured shall not operate to the prejudice of any of the other Insured's, providing the error or omission is corrected when discovered by the Insured.
- 5.13 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.
- 5.14 In all circumstances no refund of premium and levy are allowed once this Policy has been issued.
- 5.15 This Policy is non-assignable and the Company shall not be affected by notice of any trust charge lien assignment or other dealing with this Policy.
- 5.16 This Policy shall be governed by and construed in accordance with the laws of Hong Kong. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong in respect of any and all matters, disputes or judicial proceedings arising out of this Policy.

6. DEFINITIONS

- 6.1 The following words and expressions when used in this Policy shall have the corresponding meanings given:

“Contract” means the official agreement between the Insured and the party that is to perform Contract Works.

“Contract Period” means the number of days between a specific start date and a specific end date, as outlined in a Contract. The maximum Period of Insurance specified in the Certificate of Insurance up to 5 months only unless specifically declared and accepted by the Company for a longer period.

“Contract Works” means any activity constitutes a part of the Contract that is being insured.

“Hong Kong” means the Hong Kong Special Administrative Region of the People's Republic of China.

“Household Contents” means furniture household goods and appliances belonging to the Principal excluding:

- a. manuscripts computer records and Valuables;
- b. computer (including tablet) and mobile phone and the like;
- c. livestock pets plant landscape and the like.

“Insured” means the person or company as named as the applicant of this Policy.

“Insured Premises” means the private dwelling specified in the Certificate of Insurance unless specifically declared and accepted by the Company and is all built of brick stone and concrete and is roofed with concrete and is in good state of repair.

“Insured Property” means the permanent and temporary works constructed erected or in the course of construction or erection in performance of the Contract and all other property for which the insured Contractor is responsible under the Contract whilst at the Insured Premises.

“Item” means an article or a pair or set of articles.

“Maintenance Period” means a period of 3 months commencing after the completion date of the original Contract Work or end date of the Period of Insurance as specified in the Certificate of Insurance, whichever is earlier.

“Period of Insurance” means the period of insurance stated in the Certificate of Insurance.

“Principal” means the property owners or tenants who are individuals or organization that own or occupy the Insured Premises as specified in the Certificate of Insurance where Contract Works occur.

“Valuables” means Items such as platinum gold silver and other precious metal articles ivory jewelry watches furs work of art antiques paintings collection of coins and medals and photographic equipment.

The following Covers / Benefits attaching to and forming part of the Policy.

OPTIONAL COVER

Optional Scaffolding Works

(Applicable only if the title of Contract in the Certificate of Insurance specified with scaffolding works)

The Company extends to cover for accidental loss or damage or legal liability under Section I and Section II arising Contract Works with use of scaffolding.

Provided that:

- i) the costs involved in scaffolding works shall be subject to a maximum of 20% of the Contract Sum as specified in the Certificate of Insurance or HK\$100,000 whichever is lesser.
- ii) this Policy shall not cover Contract Works related to neon sign, exterior signboard, cage or cladding.

ADDITIONAL BENEFITS

APPLICABLE TO SECTION I

1. Removal of Debris

This Policy is extended to cover costs and expenses necessarily incurred by the Insured with the consent of the Company in dismantling and removing debris of the portion or portions of the Insured Property under this Section destroyed and damaged by any perils hereby Insured against, subject to a maximum of 5% of the Contract Sum.

2. Automatic Increase of Contract Sum

The Maximum Limits of Section I and Contract Sum as specified in the Certificate of Insurance will be automatically increased by a maximum of 10% of Maximum Limits of Section I in the event that the final Contract value of the Insured Contract is higher than the original cost under the Contract. Notwithstanding the extensions, the Contract Sum is subject to Condition 3.6 of this Policy.

3. Household Contents Storage

This Policy is extended to cover accidental physical loss of or damage to the Household Contents in the event of fire or flooding occurred at the professional storage company whilst the Household Contents are temporarily removed from the Insured Premises not for sale exhibition but being stored at the professional storage facility within Hong Kong for the purpose of decoration or renovation of the Insured Premises. The Company's maximum limit for this extension shall not exceed HK\$2,000 per Item with the maximum of HK\$6,000 in aggregate per policy.

APPLICABLE TO SECTION II

1. Maintenance Period Protection

This Policy is extended to cover the Insured against the legal liability under the Section II arising from the maintenance of the insured Contract Works during the Maintenance Period.

2. Vibration Cover

It is agreed that notwithstanding the Exception 4.6.5, this Policy shall be extended to indemnify the Insured for liability in respect of the collapse of any building, property or structure or any part thereof or any damage which impairs the structural stability of any building, property or structure or which endangers its users caused by or resulting from vibration.

Provided that it shall be a condition precedent to any liability on the part of the Company that:

- i) the occurrence of such collapse or damage the condition of such building, property or structure was sound and all reasonable safety precautions had been taken;
- ii) upon discovery of damage which does not immediately result in the collapse of any building, property or structure or any part thereof or any damage which impairs the structural stability of any building, property or structure or which endangers its users which is caused by or alleged to be caused by or resulting from vibration arising out of any operations in connection with the execution of the insured Contract the Insured shall immediately suspend such operations or shall at their own expense take all reasonable safety precautions;
- iii.) the maximum liability of the Company in respect of damage caused by vibration shall during the Period of Insurance not exceed the limit of indemnity of HK\$1,000,000 in respect of each occurrence and in aggregate.

Provided that the Company shall not indemnify the Insured:

- a) in respect of loss and damage caused by or resulting from vibration to any building, property or structure under demolition or declared by the relevant public authority to be unsafe;
- b) in respect of any loss and damage resulting from removal or weakening of supports of any part of the building, property or structure;
- c) any excess amount as specified under the Certificate of Insurance of this Policy in respect of each and every claim under this extension.

3. Property Damage for Property Owners or Occupiers

It is agreed that notwithstanding the Exception 4.6.6, this Policy is extended to indemnify the Contractor as named in the Certificate of Insurance against legal liability in respect of accidental loss of or damage to the building, structure, or property belonging to the property owners or occupiers who enter into a Contract with the Contractor within the Insured Premises as specified in the Certificate of Insurance in the care or custody or control of the insured Contractor for the execution of or performing the insured Contract, subject to a maximum indemnity of HK\$1,000,000 in aggregate during the Period of Insurance.