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LANDLORD LIABILITY POLICY

WHEREAS the Insured being the Landlord of the Insured Premises described in the Schedule and by a Proposal which shall be the basis of this Contract and is deemed to be incorporated herein has applied to MSIG Insurance (Hong Kong) Limited (hereinafter called "the Company") for the Indemnity hereinafter expressed and has paid or agreed to pay the Premium as stated in the Schedule as consideration for such Indemnity.

GENERAL DEFINITION

Certain words in the Policy have special meanings. These meanings are given below or defined at the beginning of the appropriate section. Whenever these words are used this is what they mean.

WE / THE COMPANY / US

MSIG Insurance (Hong Kong) Limited

YOU / INSURED

The Insured named in the Schedule

HONG KONG

The territorial limits of the Hong Kong Special Administrative Region

EXCESS

The first amount of any claim which the Insured must bear as the Insured is not covered for this amount

PERIOD OF INSURANCE

The period specified in the Schedule for which the Company has agreed to accept and the Insured has paid or agreed to pay the appropriate premium

SCHEDULE

Details including the Insured's name, address, location of the Insured Premises and the Limit of Indemnity on the document issued to the Insured.

INSURED PREMISES

The situation mentioned in the Schedule which is owned by the Insured as Landlord.

LANDLORD

The Insured, being the owner of the Insured Premises and part Owner of the Common Parts of the Building of which the Insured Premises forms part according to the Deed of Mutual Covenant.

GENERAL CONDITIONS (applicable to the whole Policy)

1) PREVENTION OF LOSS

The Insured must comply with all statutory obligations and take all reasonable steps to:

- a) prevent loss, damage or injury and
- b) maintain in good condition and sound repair of the Insured Premises.

2) RECKLESS OR WILLFUL ACT/UNOCCUPIED

You must not cause or facilitate loss to the Insured Premises or liability by any reckless or willful act and You must tell Us and have our acknowledgement in writing if the Insured Premises is to be unoccupied for more than 30 consecutive days. If these obligations are not fulfilled, We may decline any claim You make.

3) CHANGE IN RISK

During the Period of Insurance, the Insured must advise the Company of any changes made to the Insured Premises or in circumstances which would increase the possibility of loss and pay necessary additional premium due if required.

4) INSPECTION OF RISK

The Company shall at all reasonable times have free access to inspect the Insured Premises. In the event of any defect or danger (whether actual or potential) being apparent to a representative of the Company, the Company may give notice in writing to the Insured and thereupon all liability of the Company in respect thereof or arising therefrom shall be suspended until the same be remedied or removed to the satisfaction of the Company. Upon any defect or danger (whether actual or potential) being brought to the notice of the Insured or upon damage to property or personal injury to any person occurring the Insured shall forthwith proceed to make good such defect and take such steps as may be necessary to prevent the continuance or recurrence of such damage or personal injury and shall in the meantime take such additional precautions to prevent injury or damage as the circumstances may require but so far as practicable no alteration or repairs shall without the consent of the Company be made after any such occurrence until the Company shall have had an opportunity of carrying out an inspection.

5) ARBITRATION

If the Company shall disclaim policy liability or there is any dispute as to the amount to be paid under this Policy (collectively known as "the Dispute"), the Dispute shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance (Cap. 609 of the Laws of Hong Kong) as amended from time to time. If the parties fail to agree upon the choice of Arbitrators or Umpires, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained.

If the Dispute shall not within 12 months from the date of disclaimer or the date of rejection of the claim have been referred to arbitration under the provisions herein contained, then such claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

IMPORTANT - Please read this Policy carefully upon receipt and promptly request for any necessary amendments.

6) OTHER INSURANCE

If at the time any claim arises under this Policy there be any other insurance indemnifying any Insured who is entitled to be indemnified under this Policy, this Policy is not to be called on in contribution and, subject to the Policy Limit of Liability, is only to pay any amount under this Policy if and so far as such amount is not covered by any Indemnity under other insurance.

7) SUBROGATION

The Company shall be entitled at its sole discretion to prosecute in the name of the Insured regarding any claim for damages costs Indemnity contribution or otherwise against any person who may be liable to the Insured in respect of any liability on the part of the Insured for which Indemnity is provided by this Policy and shall have full discretion in the conduct of any such proceedings and in the settlement of any such claim. The Insured shall give all such information and assistance as the Company may from time to time require and execute any necessary documents for the purpose of vesting such rights in the Company.

Any money recovered pursuant to the exercise of such rights shall be applied firstly for the benefit of the Company to the extent of the amount paid by the Company in respect of any claim including any costs and expenses paid or incurred by the Company and costs and expenses incurred in prosecuting such recovery action.

8) CANCELLATION OF THE POLICY

BY YOU

You may cancel this Policy by writing to Us. If You do, We will refund based on short-term rate subject to a minimum premium.

BY THE COMPANY

We may cancel this Policy by giving You 7 days written notice sent to your last address known to Us by ordinary post. If We do, We will refund You the unused part of the premium on pro-rata basis.

9) JURISDICTION CLAUSE

The Indemnity provided by this Policy which covers the Insured's legal liability shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within the Hong Kong Special Administrative Region nor to orders obtained in the said Court for the enforcement of judgments made outside the Hong Kong Special Administrative Region whether by way of reciprocal agreement or otherwise.

10) GOVERNING LAW

The Policy is subject to the exclusive jurisdiction of the Hong Kong Special Administrative Region and is construed according to the laws of the Hong Kong Special Administrative Region.

11) EXCLUSION OF RIGHTS UNDER CONTRACTS (RIGHTS OF THIRD PARTIES) ORDINANCE

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

CLAIMS CONDITIONS (applicable to the whole Policy)

1) CLAIMS NOTIFICATION

a) You must notify us immediately if any event occurs which may give rise to a claim under this Policy. You must not make any admission of liability, or any offer, promise or payment without our written consent.

- b) You must report in writing to us as soon as reasonably possible, full details of any incident which may result in a claim under this Policy, and take all reasonable action to minimize any loss or damage, or any interruption or interference with the Insured Premises.
- c) You must forward to us immediately upon receipt, every writ, summons, legal process or other communication in connection with the claim.
- d) You must notify us immediately if you have knowledge of any impending prosecution, inquest or fatal accident inquiry in connection with any occurrence, which may give rise to a claim.
- e) You must give all necessary information and assistance that we may require, including written details of the claim you wish to make, at your expense or at the expense of any claimant in the form and nature required.

2) CLAIMS MISREPRESENTATION

- a) If You or anyone acting for You makes a claim under the Policy knowing the claim to be dishonest or exaggerated in any way, We will not pay the claim and all cover under this Policy shall cease immediately.
- b) We will not pay for any claim made be in any respect is fraudulent.

3) WAIVER OF CLAIMS

You shall not become a party to any agreement the effect of which is that You waive, limit or qualify any claim in any way which You would otherwise have against any person in respect of or arising out of any occurrence resulting in liability on the part of You for which Indemnity is provided by this Policy.

MEMORANDUM

It is warranted that:

- a) the Insured Premises is located within the territories of Hong Kong;
- b) the Insured Premises shall be constructed of brick, stone, concrete or reinforced concrete;
- c) the Insured Premises is not to be occupied by the Insured;
- d) the Insured Premises being let out by the Insured as Landlord is used solely for residential and domestic purposes;
- e) the Insured must keep the Insured Premises in good condition and maintenance;
- f) the Insured must exercise reasonable diligence to ensure compliance with the deed of mutual covenant, any other relevant regulations, or statutory instrument in relating to the Insured premises or Building.

GENERAL EXCLUSIONS (applicable to the whole Policy)

The insurance by this Policy excludes death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss 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) RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTROMAGNETIC WEAPONS
 - a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
- e) any chemical, biological, bio-chemical, or electromagnetic weapon.

2) **WAR AND TERRORISM RISKS**

- a) 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
- b) any act of terrorism including but not limited to
 - the use or threat of force, violence and/or
 - harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents,
 by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or
- c) any action taken in controlling, preventing, suppressing or in any way relating to a) or b) above.

3) **POLITICAL RISKS**

- a) permanent or temporary dispossession resulting from confiscation nationalization commandeering or requisition by any lawfully constituted authority
- b) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person provided that the Company is not relieved of any liability to the Insured in respect of physical damage to the Insured Premises occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy
- c) the destruction of property by order of any public authority

4) **Consequential loss or damage of any kind unless specifically provided for otherwise in the Policy.**

5) **CYBER RISKS**

- (i) **DAMAGE:** to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof including loss or corruption of data whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not, where such DAMAGE is caused by [programming or operator error,] Virus or Similar Mechanism or Hacking
- (ii) **CONSEQUENTIAL LOSS:** directly or indirectly caused by or arising from [programming or operator error,] Virus or Similar Mechanism or Hacking as defined below

but this exception shall not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency (as defined hereunder), but only to the extent that such claim would otherwise be insured under this Policy.

DEFINITION

For the purpose of this exception only, "Defined Contingency" shall mean fire, lightning, explosion, aircraft and 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, impact by any road vehicle or animal, volcano, freeze or weight of snow.

VIRUS OR SIMILAR MECHANISM

Virus or Similar Mechanism means program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to Trojan horses worms and logic bombs.

HACKING

Hacking means unauthorized access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data.

6) **DATE RECOGNITION**

There is no insurance under this policy in respect of any claim of whatsoever nature which arises directly or indirectly from or consists of the failure or inability of any

- a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
- b) media or systems used in connection with any of the foregoing

whether the property of the Insured or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date

including without limitation, the failure or inability to recognize capture save retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

- (i) recognizing using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in a) and b) above

SANCTION LIMITATION AND EXCLUSION CLAUSE

This Policy shall not be deemed to provide cover and no (re)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 (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom or United States of America.

If the Company alleges that by reason of these General Exclusions, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

SECTION 1 – LOSS OF RENTAL INCOME

DEFINITION

DAMAGE

Loss or damage caused by the insured perils of this section of the Policy to the Insured Premises.

INDEMNITY PERIOD

The period beginning with the occurrence of the Damage and ending not later than the period as shown on the Schedule thereafter during which the Rental Income of the Insured Premises is affected in consequence of the Damage.

RENTAL INCOME

The rent received or receivable by the Insured as Landlord of the Insured Premises from the tenant of the Insured Premises under a signed formal tenancy agreement.

WHAT IS INSURED

The insurance on loss of Rental Income applies only if the Insured Premises is uninhabitable in consequence of its destruction or damage, provided that:

- 1) tenant of the Insured Premises of whom he or she is legally obliged to pay rent to the Insured, fails or discontinues to pay such rent to the Insured upon the occurrence of destruction or damage to the Insured Premises caused by the insured perils
- 2) a signed formal tenancy agreement is in force at the time of destruction of or damage to the Insured Premises

MAXIMUM INDEMNITY PERIOD AND LIMIT

We will indemnify You for the loss of Rental Income for any one period of insurance up to the limit of the sum insured and within an Indemnity Period as shown on the Schedule in the event of the Insured Premises rendered uninhabitable due to loss or Damage caused by the following insured perils:

FIRE AND EXTRA PERILS

- (1) Fire and Lightning
- (2) 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.
- (3) 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.
- (4) 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.
- (5) Explosion
Damage by fire or otherwise, directly caused by explosion, but excluding Damage to boilers, economizers, or other vessels, machinery or apparatus in which pressure is used, or Damage to their contents resulting from their explosion.
- (6) Vehicle Impact (by third party vehicle)
Damage by fire or otherwise, caused by impact by any road vehicle, horses or cattle not belonging to or under the control of the Insured or any member of the Insured's household or any person employed by the Insured.
- (7) Riot and 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) abovebut excluding
 - (i) Damage occasioned through or in consequence, directly and indirectly, of

- (a) any act of terrorism including but not limited to
 - the use or threat of force, violence and/or
 - harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents,by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or any action taken in controlling, preventing, suppressing or in any way relating thereto
 - (b) civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
 - (c) the malicious act of any person (whether or not such act is committed in the course of disturbance of the public peace) not being the willful act of any rioter striker or locked-out worker in furtherance of a riot or strike or in resistance to a lock-out
- (ii) Damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation
 - (iii) Damage occasioned by
 - (a) permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority
 - (b) permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building provided 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
 - (c) The destruction of property by order of any public authority

If the Company alleges that by reason of the exclusions (i) (a), (i) (b) & (iii) mentioned above, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured

- (8) Malicious Damage
Damage directly caused by the malicious act of any person (whether or not such act is committed in the course of disturbance of the public peace), but excluding
 - (i) Damage by explosion
 - (ii) Damage arising out of or in the course of theft or any attempt thereat provided that Insured Peril (7) Riot and Strike is covered under this Policy and subject to the application of the terms and exceptions under Insured Peril "Riot and Strike".
- (9) Spontaneous Combustion
Damage by fire only of or to the Insured Premises caused by its own spontaneous fermentation, heating or combustion.
- (10) Sprinkler Leakage
Damage directly caused by water discharged or leaking from the Automatic Sprinkler installed in that part of the Insured Premises but excluding Damage to the said Installation, provided that
 - (i) such discharge or leakage of water shall be accidental and shall not be occasioned by or happen through
 - (a) heat caused by fire
 - (b) repairs or alterations to the buildings or Premises
 - (c) repairs, removal or extension of the said Installation
 - (d) the order of the Government or of any Authority
 - (e) explosion, the blowing-up of building or blasting
 - (ii) the Insured shall at all times take 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 Insured Premises

- (iii) whenever it is intended to make any changes, repairs or alterations to the said Installation, the Insured shall give written notice thereof to the Company
- (iv) the Company shall have access to the Insured Premises 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.

(11) Typhoon, Windstorm and Flood

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

- (i) in respect of Damage caused in Insured 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 specially insured
- (ii) Damage caused by
 - (a) subsidence or landslip
 - (b) hail, whether wind driven or not
 - (c) rain entering the building other than through openings made in its fabric by the direct force of the typhoon or windstorm
- (iii) Damage caused by accumulation of water resulting from circumstances where the Insured could, but has failed to, take reasonable steps to prevent such accumulation.

(12) Water Tanks, Apparatus & Pipes

Damage directly caused by bursting or overflowing of water tanks, apparatus or pipes but excluding Damage caused by water discharged or leaking from any installation of automatic sprinklers.

(13) Landslip and Subsidence

Loss of or damage to the Insured Premises directly caused by subsidence of the site or landslip, occurring within the period of insurance stated in the Schedule but excluding

- (i) loss or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences
 - (a) Coastal erosion;
 - (b) Heave;
 - (c) Bedding down of structures or the settlement of made up ground within 10 years of completion of such works.
- (ii) loss of or damage to paths drives fences gates boundary and retaining walls caused by subsidence and/or landslip.
- (iii) Unless otherwise specifically insured, the cost of removal of subsidence and/or landslip debris or the making good of the site following subsidence and/or landslip except in so far as is necessary to repair the Insured Premises.
- (iv) loss or damage directly occasioned by or through defective design or workmanship or the use of defective materials.
- (v) consequential loss or damage of any kind or description.

WARRANTED:

- 1) You shall maintain the Insured Premises in sound repair and shall take all responsible steps to prevent damage from the perils covered hereby.
- 2) You shall maintain any man-made slope and retaining wall for which You are responsible in accordance with laws regulations codes and guides issued by the Hong Kong Government including the guideline stipulated in the GEOGUIDE 5 - GUIDE TO SLOPE MAINTENANCE published by the Geotechnical Engineering Office, Civil Engineering Department, Hong Kong.
- 3) You shall notify the Company immediately:
 - (i) If any excavations are commenced beneath, around or in the vicinity or the Insured Premises. In such event the Company shall have the right to vary or cancel the cover provided under this Policy.

- (ii) If the operation of an insured peril affecting any part of the site (whether or not the Insured Premises is involved) or its nearby surroundings.

EXCLUSIONS (applicable to Section 1)

The Indemnity provided under this section shall not apply to or include the following circumstances:

- 1) If the Insured decides to discontinue letting or renting the Insured Premises;
- 2) Where the repair or rebuilding has been delayed by the Insured, or anyone acting with the Insured's consent or on the Insured's behalf;
- 3) Loss or damage directly or indirectly caused by or arising from pollution or contamination.

TIME FRANCHISE

The Company shall not be liable to any Damage unless the period of interruption of or interference with the tenancy at the Insured Premises shall exceed 72 consecutive hours.

SECTION 2 – LANDLORD LIABILITY

WHAT IS INSURED

NOW THIS POLICY WITNESSETH that subject to the Terms Exceptions Limits and Conditions contained herein or endorsed hereon the Company will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as Landlord of the Insured Premises consequent upon

- 1) Accidental death or bodily injury including illness of any person
- 2) Accidental loss of or damage to any property occurring within the Insured Premises resulting from accidents in connection with the Insured Premises

AND

In respect of a claim against the Insured to which the Indemnity in this Policy applies the Company will indemnify the Insured in respect of

- 3) All costs and expenses of litigation recovered by any claimant against the Insured
- 4) All costs and expenses of litigation incurred with the written consent of the Company

PROVIDED that the due observance and fulfilment of the Terms Conditions and Endorsements of this Policy insofar as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said Proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

LIMIT OF INDEMNITY

The Company's liability under this section for all sums inclusive all legal costs and expenses payable arising out of one occurrence or series of occurrences consequent on one source or original cause will not be more than the Limit of Liability as shown on the Policy Schedule.

The Company may in connection with any one claim or number of claims arising out of one occurrence pay to the Insured the Limit of Liability (after deduction of any sum or sums already paid as compensation) or any less amount for which such claim or claims can be settled and thereafter the Company shall be under no further liability under this section in connection with such claim or claims except for costs and expenses of litigation recoverable or incurred in respect of the conduct of such claim or claims prior to the date of such payment.

OWNER'S LIABILITY IN COMMON AREA

The Indemnity provided under this section is extended to include the Insured's proportional legal liability as a part Owner of the Common Parts of the Building of which the Insured Premises forms part.

The expressions "Common Parts", "Building", and "Owner(s)" have the same meaning as assigned to those expressions in the Building Management Ordinance Chapter 344 of the Laws of Hong Kong (referred to hereinafter as "the Ordinance").

The Indemnity is provided only under the following conditions:

- i) this cover operative only if there is no public liability insurance policy being taken out by or on behalf of the Joint-Owners of the Building (referred to hereinafter as "the Primary Policy") in relation to such Common Parts of the Building; or
- ii) where a Primary Policy has been taken out, this extension applies only in respect of any excess liability beyond and above the amount paid or payable under such Primary Policy.

The Company will only indemnify the Insured in respect of the Insured's separate proportional share of liability (and, for the avoidance of doubt, not joint liability) as an Owner in the undivided parts of the Building as determined in accordance with Section 39 of the Ordinance.

LIMITS OF LIABILITY (ALL INSUREDS)

Regardless of the number of persons and/or organizations who are insured under this Policy ("the insureds") and regardless of the number of claims made against one or more of the insureds, the Company's total liability to indemnify under this Policy shall not exceed the amount(s) described and stated in the Policy as the Limit(s) of Liability.

PROPERTY DAMAGE CLARIFICATION CLAUSE

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

This section excludes

- (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, any business interruption losses resulting from such loss or damage;
- (b) loss of damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, any business interruption losses resulting from such loss or damage.

EXCESS

The first HK\$1,500 of each and every third party property water damage claim unless specifically mentioned.

EXCLUSIONS (applicable to Section 2)

The insurance by this section excludes:

- 1) Liability assumed by the Insured by agreement unless and insofar as such liability would have attached to the Insured notwithstanding such agreement or contract.
- 2) Liability in respect of death or bodily injury including illness of any person arising out of and in the course of the employment of such person by the Insured or to any person who is a member of the Insured's family ordinarily residing with the Insured.

- 3) Liability in respect of loss of or damage to property:
 - (a) (i) Belonging to the Insured
(ii) In charge of by or under the control of the Insured but this exception shall not apply to property belonging to any servant of the Insured.
 - (b) Being that part of any property goods land building or structure on which the Insured or any servant or agent of the Insured is or has been working if such damage is caused directly by the process of treatment alteration repair or construction of that part of such property goods land building or structure.
 - (c) Caused by or through or in connection with the bursting of any economiser used in conjunction with a steam boiler or any boiler vessel or other apparatus which is intended to operate under internal pressure due to steam and belonging or in the charge or under the control of the Insured.
- 4) Liability in respect of death, bodily injury, illness of any person or loss of or damage to property caused by or in connection with or arising from:
 - (a) The ownership or possession or use by or on behalf of the Insured of any trailer or mechanically propelled vehicle not specified in the Schedule provided that liability in respect of the loading and unloading or collection of goods to or from such trailer or mechanically propelled vehicle (insofar as liability is not covered by any vehicle insurance) is not excluded hereunder.
 - (b) Any watercraft, aircraft or thing made or intended to float on or in or travel on or through water, air, or space.
 - (c) Any hoist or crane owned by the Insured or for the maintenance of which the Insured is responsible, unless specified in the Schedule.
 - (d) Vibration or the removal or weakening of or interference with the support of land or buildings.
- 5) Liability directly or indirectly arising out of a breach of any duty imposed by law in relation to
 - (a) any building within the meaning of the Buildings Ordinance (Cap. 123 of the Laws of Hong Kong) erected in contravention of that Ordinance; or
 - (b) any building works, or street works, carried out in contravention of the Building Ordinance (Cap.123 of the Laws of Hong Kong).
- 6) Liability in respect of:
 - (a) 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.
 - (b) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.
 - (c) Fines, penalties, punitive or exemplary damages.
- 7) Liability in respect of any claim or loss arising out of any activities and/or business conducted and/or transacted via the Internet, Intranet, Extranet and/or via the Insured's own website, Internet site, web address and/or via the transmission of electronic mail or documents by electronic means.
- 8) Liability in respect of all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
 - (a) asbestos, or
 - (b) any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

CLAUSE ATTACHMENT

Policy is subject to the following clauses:

(The following clauses are only available in English.)

P226 – Communicable Disease Exclusion

1. Notwithstanding any provision to the contrary, this policy excludes 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 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. 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:
 - 2.1. 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
 - 2.2. 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
 - 2.3. 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.

All other terms, conditions and exclusions of the policy remain the same.

P227 - General Exclusion for Cleaning Cost – Communicable Disease

Notwithstanding any provision to the contrary, this policy shall exclude any cost to clean, decontaminate, disinfect, repair, replace, recall or checking of any property 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 communicable diseases.

L132 – Communicable Disease Exclusion

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. 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:
 - 3.1 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
 - 3.2 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
 - 3.3 the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.



P229 - Property Cyber and Data Exclusion

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
 - 1.1. Cyber Loss;
 - 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;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

4. 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.
5. 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.
6. Cyber Incident means:
 - 6.1. 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
 - 6.2. 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.
7. Computer System means:
 - 7.1. 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.
8. 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.