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THE NEW INDIA ASSURANCE CO. LTD.
(INCORPORATED IN INDIA WITH LIMITED LIABILITY)
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(Regd. & Head Office: New India Assurance Bldg., 87, M. G. Road, Fort, Mumbai - 400 001.)

OFFICE MULTI PERILS INSURANCE POLICY

Whereas the insured named in the Schedule hereto has made to The New India Assurance Company Ltd (hereinafter called the Company) a written proposal by completing questionnaire which together with any other statements made in writing by the insured for the purpose of this policy is deemed to be incorporated herein.

Now this policy witnesses that in respect of events occurring during the period of insurance and in consideration of insured having paid to the Company the premium mentioned in the Schedule, the Company will indemnify the insured in the manner and to the extent hereinafter set forth.

Provided always that due observance and fulfillment of the terms, conditions and exceptions of this policy in so far as they relate to anything to be done or complied with by the Insured and the truth of statements and answers in their proposal shall be condition precedent to the right of the Insured to recover herein under. The schedule shall be deemed to be incorporated in and shall form part of this policy and the expression “this policy” wherever used in this contract shall be read as including the Schedule. Any word or expression to which a specific meaning has been attached in any part of this policy or of the Schedule shall bear such meaning whenever it may appear.

Definition of Words
Certain words have been defined below and in some Sections of this Policy. These have the same meaning wherever they are used in the Policy or Schedule. Unless the context otherwise requires, words and expressions importing the masculine gender also include the feminine and neuter genders and words and expressions in the singular include the plural and words and expressions in the plural include the singular.

You/The Insured means the company or firm named as The Insured in the Schedule while carrying on the Business.

We/Us/ The Company means The New India Assurance Company Limited.

Business means the business stated in the Schedule and no other for the purposes of this insurance.

Premises means the premises located at the Situation shown in the Schedule occupied as your office for the purposes of carrying on the Business, the buildings of which are constructed of concrete, brick or stone, and roofed with concrete, asphalt, tiles, sales, metal or sheets or slabs composed entirely of incombustible mineral ingredients, unless specially mentioned in the Schedule.

Contents mean property at the Premises, consisting of:
a) all office contents, fixtures and fittings, deeds, documents and sample stock, cables, tape, files and transparency and all other contents belonging to You or for which You are responsible,
b) landlord’s fixtures and fittings for which You are responsible, and tenants’ improvements,
c) your personal effects and those of any of your directors, partners or employees,
d) sanitary ware, fixed glass and mirrors,

but excluding Money, securities or other negotiable documents, travel tickets, jewellery, watches, furs, precious metals or precious stones or articles composed of any of them, or property more specifically insured, unless specially mentioned in the Schedule.

Money means cash, currency notes, cheques, postal orders, money orders, crossed bankers’ drafts, current postage stamps, all belonging to You or for which You are responsible.

General Conditions
The conditions which appear in the Policy or in any Endorsement are part of the contract and must be complied with.
They are where their nature permits conditions precedent to the right to recover from Us.

1. The Policy shall be voidable in the event of misrepresentation, misdescription or nondisclosure of any material fact.

2. You must take all reasonable steps to safeguard against accident, injury, illness, disease, loss or damage, including in particular:
   - the selection and supervision of employees,
   - the securing of all doors, windows and other means of entrance,
   - the prevention of loss of or damage to the property,
   - the prevention of Accidents and Diseases,
   - the sale or supply of food, drink, goods which should not be in any way defective or unsuitable for consumption or use,
   - the compliance with all statutory obligations.

3. You must **notify Us** immediately if:
   - any change is made in your Business, Premises, or their occupancy , or the duties of the insured Employee whereby the risk of loss, damage or accident is increased,
   - Your Premises are **unoccupied** for more **than 30 consecutive days,**
   - Your interest ceases (unless the cessation is brought about by will or operation of law), or your Business is wound up, carried on by a liquidator or receiver, or is permanently discontinued.

4. Prior to the commencement of the Period of Insurance, the Insured shall provide the Company with record of past wage roll certified as being correct by the appropriate officer of the Insured. Such certified wage roll shall be referred to herein as **"the Estimated Earning Declaration**" on the basis of which a deposit premium becomes payable to the Company. You must keep an accurate record containing all relevant particulars relating to the Estimated Earning and wage roll as mentioned, and allow Us to inspect such records.

5. **Premium Adjustment Clause**; The Insured shall within **ninety (90)** days after the expiry of the Period of Insurance or upon cancellation of the Poilcy supply the Company with a completed Premium Adjustment and Declaration of Earnings Form stating the actual Earnings of Employees and provide the relevant supporting documents during the Period of Insurance (which declaration is referred to herein as **"the Actual Earnings Declaration"**). If the actual Earnings shall differ from the estimated Earnings the difference in premium shall be met by a further proportionate adjustment premium to be paid to the Company or by premium refund to the Insured as the case may be.

6. **Cancellation Clause**: You may cancel this Policy at any time by letter. We may cancel your Policy or any Section by sending seven (7) day's notice by recorded delivery letter or registered letter to your last known address, in which case the Company shall entitled to retain pro-rata premium for the time during which the policy has been in force plus 10% of the premium for the unexpired period. Any return of premium will depend on how long the Policy has been in force and whether any claims have been made, and the premium may also be subject to adjustment as described in General Condition 5 above.

7. **Jurisdiction Clause**: The indemnity provided by this Policy shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Hong Kong, nor to orders obtained in the said Court for the enforcement of judgments made outside Hong Kong, whether by way of reciprocal agreements or otherwise.

8. **Contribution/Other Insurance:** If at the time of loss or any claim arising under this Policy, there be any other existing insurance or insurances, whether effected by the insured or by any other person or persons, covering the same property, this company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.

9. **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.

In case of claim You must:

1. Take prompt steps to minimise the loss or damage to the property and also reasonable steps to protect it from further loss

2. Immediately notify us 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.

3. Report to us in writing as soon as reasonably possible, full details of any incident which may result in a claim under this Policy, or any interruption or interference with the Business.

4. Forward to Us immediately upon receipt, every writ, summons, legal process or other communication in connection with the claim.

5. Immediately notify us 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.

6. Provide us all the necessary information and assistance that We may require, including written details of the claim You wish to make, the latest wage roll of all Employees duly certified as being correct by an independent auditor and all relevant supporting documents, at your expense or at the expense of any claimant in the form and nature required.

7. Not abandon any property to Us.

8. Notify the police as soon as reasonably possible of:
    a. any insured property lost outside your Premises,
    b. loss or damage caused by theft, rioters or malicious persons.
    (You may also have an obligation to notify the police in certain other circumstances)

9. You or anyone acting on your behalf not make any fraudulent, false or exaggerated claims, otherwise We shall be under no obligation to make any payment under this Policy.

Our Rights, in case of claim:

1. At our own option to repair, replace or reinstate any lost or damaged item or part thereof, or pay the amount of the loss or damage in money.

2. All differences arising out of this Policy shall be determined by arbitration in accordance with the Arbitration Ordinance as amended from time to time. If the parties fail to agree upon the choice of the arbitrator, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is 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.

3. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve(12) calendar 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.

4. Any other person entitled to claim the benefit of this Policy must also observe its terms and conditions.

GENERAL EXCLUSIONS

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:

War and Terrorism Risks Exclusion Clause

a) war, invasion, acts of foreign enemies, hostilities or war like 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
   i) the use or threat of force, violence and/or
   ii) 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.

It is hereby noted that the terrorism exception mentioned under 1b) above does not apply to Section 5 – Employees' Compensation. The company may amend this provision according to market changes by giving seven(7) days notice to You.

Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Exclusion Clause

a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or 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.

Political Risks Exclusion Clause

a) Permanent or temporary dispossession resulting from confiscation, nationalization, commandeering or requisition by any lawfully constituted authority,

b) Permanent or temporary dispossession of any property resulting from the unlawful occupation or possession of such property by any person, 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 which is otherwise covered by this Policy,

c) the destruction of property by order of any public authority.

Sonic Bangs Exclusion Clause -Pressure waves caused by aircraft or other aerial devices.

Cyber Exclusion Clause
(i) **DAMAGE**: to any computer or other equipment or component or system or item which processed 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.

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.

For the purpose of this exception only,
"Defined Contingency" shall mean fire, lighting, 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" 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" means unauthorized access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data.

Asbestos Exclusion Clause
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.
If, We allege that by reason of these General Exceptions, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon You.

Sanction Limitation and Exclusion Clause
No (re)insurer shall 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 or restriction under United Nations resolutions or the trade prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, united Kingdom or United States of America.

Section 1 – Office Contents

Cover
In the event of accidental loss of or damage to the insured Contents We will pay to You the value of the property at the time of the loss or the amount of the damage, or at our option reinstate or replace such property or any part thereof.

Deductions for wear, tear and depreciation shall not be made provided that the costs have been incurred for replacement or reinstatement to a condition similar to but not better than new.

Sums Insured and Consequences of under-Insurance
The Sum insured on Contents is shown in the Schedule. This is the maximum amount for which We may be liable under this Section. Payment shall not exceed such proportion of the loss or damage as the Sum Insured bears to the value of all the property at the time of the loss or damage.

Each item as shown in the Schedule is separately subject to this provision.

Limits of Liability
Our liability under this Section shall not exceed in respect of:

a) any one item of office equipment or machinery(unless specially mentioned in the Schedule) HK$100,000

b) computer systems' records:
i) any one item HK$10,000 ; ii) in total HK$50,000/year
Cover in respect of computer systems' records is limited to the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with production of information to be recorded therein), and not for the value to You of the information contained therein.

c) deeds, documents, cards, tapes, files or transparencies:
i) any one item - HK$5,000/item ; ii) in total - HK$ 20,000/year

d) Work of art or curios: i) any article- HK$10,000 ;
ii) in total HK$100,000 or 10% of the Sum Insured ,whichever is less

e) personal effects:
i) any one person - HK$5,000 ; ii) in total - HK$20,000/year

f) all loss or damage during any one Period of Insurance : the Sum Insured as stated in the Schedule

Automatic Reinstatement
In the event of loss or damage covered by this Section the Sum Insured shall be automatically reinstated from the date of notification of a claim with no additional premium charged. The Sum Insured will not be automatically reinstated for any items specifically mentioned in the Schedule which have been totally lost or destroyed. If further insurance is required for replacement items, You must advise Us accordingly.

Extensions to Section 1
This Section extends to include:

1. **Temporary Removal**
   a) Loss of damage to Contents other than deeds, non-negotiable documents, personal effects, sanitary ware, fixed glass and mirrors, whilst such Contents are temporarily removed, within Hong Kong, from the Premises for cleaning, renovation, repair or other similar purposes, but excluding loss or damage caused by storm, typhoon or flood unless the Contents are inside a building,
   b) Loss of or damage to deeds, non-negotiable documents and trade samples in transit within Hong Kong by registered post or in your personal custody or that of any of your directors, partners or employees, until delivered to the consignee's address within Hong Kong,

   but our liability under this Extension shall not exceed in respect of:

   i) surveying or photographic equipment covered under 1.a HK$5,000 (in total)
   ii) any one loss of documents in transit covered under 1.b HK$5,000
   iii) any one loss of trade samples in transit covered under1.b HK$10,000
   iv) all other property covered under 1.a 10% of the Sum Insured not exceeding HK$10,000 on Contents

2. Alterations or Repairs
Loss of damage to the Contents as insured hereunder notwithstanding any alteration, repair, decoration or maintenance works being performed at the Premises, provided that the contract value of each such works shall not exceed HK$500,000.

3. Damage to Premises
Damage to the Premises for which you are responsible to repair following theft or attempted theft of Contents, involving forcible and violent means of entry into or exit from the Premises.

4. Removal of Debris
The costs of removing debris of the Contents following loss or damage insured by this Section, incurred with our consent, for an amount not exceeding 5% of the Sum Insured on Contents.

5. Fire Extinguishing Expenses
The cost of recharging fire extinguishing equipment belonging to the Insured or for which the Insured is responsible following fire or explosion taking place on the Premises, for an amount not exceeding HK$10,000. Any cost incurred by any other third party including the landlord is not covered.

6. Computer Breakdown
In the event of any unforeseen and sudden physical loss of or damage to you Computer Equipment (forming part of the office Contents insured under Section 1) caused by mechanical or electrical breakdown in a manner necessitating repair or replacement, the indemnity:

(a) in respect of such loss or damage, by payment in cash ,replacement or repair (at our option), up to a maximum of HK$100,000 in the aggregate during any one Period of Insurance, provided that We shall not be liable for the first HK$1,000 of each and every loss or damage;

(b) in respect of any additional expenditure incurred by you for the use of substitute computer equipment (not owned by You) as a result of a total or partial interruption of operation of the Computer Equipment caused by loss or damage indemnifiable under 6.(a) above, up to a maximum of HK$50,000 in the aggregate during any one Period of Insurance, provided that
   i) such interruption occurs during the Period of Insurance and shall not exceed twelve (12)months;
   ii) such additional expenditure can be proved to have been incurred for the period of interruption during which the use of substitute computer equipment is essential;
   iii) We shall not be liable for any additional expenditure incurred during the first forty eight (48) consecutive hours of such interruption.

This Extension is subject otherwise to the terms, exceptions, provisions and conditions contained in or endorsed on the Policy, and is subject also to the following Special Exceptions and Special Provisions:

Special Exceptions

This Extension does not cover:

i) loss or damage for which a manufacturer, supplier, contractor or repairer is legally responsible by contract or otherwise;
ii) loss or damage due to faults or defects known to You or any of your responsible employees at the time the contract was arranged and not disclosed to Us;
iii) loss or damage to parts which by their use and/or nature suffer a high rate of wear or depreciation;
iv) repair or replacement necessitated by wear, corrosion, erosion or any other direct consequences of progressive or continuous influences from working, or atmospheric or chemical action, rust or scratching of painted or polished surfaces;
v) damage due to the imposition of abnormal conditions directly or indirectly resulting from testing, intentional overloading or experiments;
vi) derangement or malfunction not accompanied by loss or damage (as defined above in this Extension) to the Computer Equipment;
vii) any loss, damage or costs arising from false programming, punching, labeling or inserting, inadvertent cancellation of information or discarding of data carrying media, and from loss of information caused by magnetic fields;
viii) loss of use or consequential loss;
ix) the cost of reinstatement of data;
x) loss, damage or expenses recoverable under the Maintenance Agreement or which would be so recoverable but for a breach of your obligations under the Maintenance Agreement;
xi) extra charges incurred for overtime, night work , work on public holidays, express freight or air freight;
xii) the cost of any alterations, additions improvements or overhauls undertaken at the time of repair of loss or damage insured by this Extension, and the cost of any temporary repairs and the consequences thereof.

Special Conditions

i) It is warranted that the Computer Equipment is covered by a Maintenance Agreement at all times when the insurance under this Extension is in force.
ii) For the purpose of the insurance under this Extension,
   "**Maintenance Agreement**" means:-The agreement by which You receive maintenance services for Computer Equipment from the suppliers of the Computer Equipment or company approved by the suppliers.

   "**Computer Equipment**" means:-Those parts of the electronic data or word processing installation including the central processing unit, data storage devices, control console, disc drives, magnetic tape transports, power pack and all input or output equipment, operating under the direct control of or connected to the central processing unit. However, this definition does not include portable Computer Equipment, whether situated inside or outside the Premises.

7. Payment on Account

In the event of the occurrence of a loss covered under this Section, an advance payment on account in respect of such loss at your request and with the loss adjuster's recommendation.

8. **Replacement of Locks & Roller Shutter Door**

The cost incurred in the necessary replacement of locks or roller shutter door pertaining to the Premises following theft of the keys to such locks or door from the Premises or form the home of the Insured's directors, partners or employees of the Business (who are authorised to hold such keys), provided that the theft involves entry to or exit from the Premises or any authorized person's home by forcible, violent and visible means. But our liability under this Extension shall not exceed HK$5,000 in the aggregate during the Period of Insurance.

9. Rent

Rent which You are liable to pay following loss or damage which renders the Premises or any part of the Premises unfit for your occupancy for the purpose of carrying on the Business. But our liability under this Extension shall not exceed HK$10,000 in the aggregate during the Period of Insurance.

Limit of Liability

Our liability under Section 1 including that under all Extensions to Section 1 shall not exceed the Sum Insured in respect of each item as stated in the Schedule or the total Sum Insured in whole by Section 1 during the Period of Insurance.

Specific Exclusions to Section 1
This Section does not cover:

1. Excess mentioned in the Schedule, In respect of each and every claim,
2. the cost of normal upkeep,
3. the cost of rectifying defective materials or workmanship but this exception shall not apply to other property insured under this Policy which is lost or damaged in consequence of such defective materials or workmanship.
4. Consequential loss of any kind unless it is otherwise covered under Extension 9 –Rent,
5. Loss of or damage to Money, securities or other negotiable documents, stamps, manuscripts, plans, drawings, designs, patterns, travel tickets, jewellery, watches, furs, models or moulds, precious metals or precious stones or articles composed of any of them, unless specially mentioned in the Schedule.
6. Loss of or damage to property more specifically insured under any other insurance,
7. Loss of or damage to motor vehicles or other mechanically or electrically propelled vehicles or accessories licensed for road use,
8. Loss of or damage to explosives,
9. Loss of or damage to animals or livestock,
10. Loss of or damage to property undergoing construction, erection, or the imposition of abnormal conditions directly or indirectly resulting from testing, intentional overloading, or experiments,
11. Loss of or damage to property being worked on and directly arising from any process of manufacture , repair, alteration or servicing,
12. Loss of or damage to any boiler or other pressure vessel including pipes, valves and other apparatus thereof, steam turbine and/or engine occasioned by or arising from explosion, rupture, collapse, bursting, cracking, burning out or bulging thereof, provided that this Exception is limited to the aforementioned items immediately affected and does not extend to other property as a result of such explosion, rupture or bursting,
13. Loss of or damage to property which at the time of the happening of such loss or damage is insured by or would but for the existence of this Policy be insured by any Marine policy or policies except in respect of any excess beyond the amount which would have been payable under the Marine policy or policies had this insurance not been effected.
14. Loss or damage caused by or arising from breakage of bone-china, porcelain or other brittle articles (other than sanitary ware, fixed glass or mirrors) unless due to fire or thieves,
15. Loss or damage caused by or arising from any shortage arising from errors or omissions, or revealed only at the time of stocktaking or making of an inventory, and not identifiable with a specific occurrence insured by this Section,
16. Loss or damage caused by or arising from false programming, punching, labeling or inserting, inadvertent cancelling of information or discarding of data carrying media, and loss of information caused by magnetic fields,
17. Loss or damage caused by or arising from wear, tear, depreciation, rust, corrosion, mildew, mould, fungus, wet or dry rot, gradual deterioration or slowly developing deformation or distortion, insects, larvae, moths, vermin, scratching of glass or any process of cleaning, dyeing, repairing, restoring or renovation,
18. Loss or damage caused by or arising from fraud or dishonesty of any member of your household or any your directors, partners or employees,
19. Loss or damage caused by or arising from mechanical or electrical breakdown, but loss or damage by fire or explosion ensuing therefrom is not excluded,
20. Loss or damage caused by or arising from change in temperature or humidity, failure or inadequate operation or any variation in temperature of an air-conditioning, cooling or heating system,
21. Loss or damage caused by or arising from the failure of the supply of water, gas, electricity or fuel, or the deliberate act of the suppliers of water, gas, electricity or fuel,

22. Loss or damage caused by or arising from inherent vice,

23. Loss or damage caused by or arising from failure of design, fault, defect or omission in designs, plans or specifications,

24. Loss or damage caused by or arising from pollution or contamination,

25. Loss or damage caused by or arising from shrinkage, evaporation, loss of weight, change in flavor, color, texture or finish, action of light, or exposure to weather conditions when property is left in the open or not contained in fully enclosed buildings,

26. Loss or damage caused by or arising from total or partial cessation of work or the retarding or interruption or cessation of any process or operation caused thereby,

27. Loss or damage caused by or arising from the insured property's own fermentation, natural heating or spontaneous combustion, or by its undergoing any heating or drying process.

Section 2 – Business Interruption

Definitions

Damage means:-Loss or damage insured by Section 1 of this Policy provided that payment has been made or liability admitted thereunder. However, this definition does not include loss or damage caused by mechanical or electrical breakdown covered under Extension 6 of Section 1.

Indemnity Period means:-The period beginning with the occurrence of the Damage and ending not later than Maximum Indemnity Period thereafter during which the result of your Business is affected in consequence of the Damage.

Maximum Indemnity Period means:-The period as stated in the Schedule.

Gross Profit means:-
The amount by which:
a) the sum of the Turnover and the amounts of the closing stock and work in progress shall exceed
b) the sum of the amounts of the opening stock and work in progress and the amount of the Uninsured Working Expenses.
Note: The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the Insured's normal accountancy methods, due provisions being made for depreciation.

The words and expressions used in this Definition shall have the meaning usually attached to them in the books and accounts of the Insured.

Turnover means:-The money paid or payable to You for goods sold and delivered and for services rendered in the course of the Business at the Premises.

Uninsured Working Expenses means:-The amount of all purchases(less discounts received), carriage, packing, freight and any other Uninsured Working Expenses specified in the Schedule.

Excess Period means:-The period as specified in the Policy for which We will not be liable to pay any loss, such period to commence from the beginning of interruption of or interference with the Business resulting in a claim under this Policy.

<table>
<tr><td>Rate of Gross Profit means:- The rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Damage</td><td rowspan="3">to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage.</td></tr>
<tr><td>Annual Turnover means:- The Turnover during the twelve months immediately before the date of the Damage</td></tr>
<tr><td>Standard Turnover means:- The Turnover during that period in the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period.</td></tr>
</table>

Cover – Applicable as specified in the Schedule

Item 1 – Additional Expenditure

In the event of Damage occurring at the Premises during the Period of Insurance, We will indemnify You, up to HK$500,000 in respect of the cost of additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing interruption of or Interference with the Business which but for such expenditure would have taken place during the Indemnity Period in consequence of the Damage but not exceeding the reduction in Gross Profit thereby avoided.

Item 2 – Gross Profit

In the event of your Business at the Premises being interrupted or interfered with as a consequence of Damage to the Contents, We will indemnify You for the loss of Gross Profit due to (i) reduction in turnover and (ii) increase in cost of working, and the amount payable thereunder shall be:

(i) In respect of Reduction in Turnover: the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover falls short of the Standard Turnover during the indemnity Period, in consequence of the Damage,

(ii) In respect of Increase in Cost of Working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the sum produced by applying in the Rate of Gross Profit to the amount of the reduction thereby avoided.

Limit of Liability under Item 2 of Section 2
Our liability shall not exceed the Sum Insured described in the Schedule, provided also:

a) We may deduct from the amount of any claim under this Item any sum saved during the Indemnity Period in respect of those of the charges and expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the Damage,
b) if the Sum Insured by Item 2 is less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve (12) months the amount payable shall be proportionately reduced.

c) if during the Indemnity Period goods are sold or services rendered elsewhere than at the Premises for the benefit of the Business either by You or by others on your behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period,

d) if any standing charges of the Business are not insured by this Item (having been deducted in arriving at the Gross Profit as defined herein) then in computing the amount recoverable hereunder as increase in cost of working., that proportion only of the additional expenditure shall be brought into account which the Gross Profit bears to the sum of the Gross Profit and the uninsured standing charges.

Premium Adjustment Clause
The premium paid by You may be adjusted on receipt by Us of a declaration of the Gross Profit earned during the financial year most nearly concurrent with the Period of Insurance as certified by your auditors.

If any Damage has occurred giving rise to a claim for loss of Gross Profit, the above-mentioned declaration shall be increased for the purpose of the premium adjustment by the amount by which the Gross Profit was reduced during the financial year in consequence of such Damage.

In the event of the declaration (adjusted as provided for above and proportionately increased where the Maximum Indemnity Period exceeds twelve (12) months being less than the Sum Insured on Gross Profit for the relative period of insurance, a pro rata return of premium, not exceeding 50% of the premium paid, will be allowed.

Extensions to Section 2
This Section extends to include:
1.Professional Accountants' Charges
An indemnity for the reasonable charges payable by You to your professional accountants or auditors for producing any particulars or details or any other proof, information or evidence as may be required, and reporting that such particulars or details are in accordance with your books of account or other business books or documents. Provided that the Company shall not be liable under this Extension for more than10% of the Total Sum Insured under Section 2.

2.Denial of Access

Loss as insured by this Section resulting from interruption of or interference with the Business in consequence of damage to property in the vicinity of the Premises which prevents or hinders the use of the Premises or access thereto whether the insured Premises of Contents be damaged or not, subject to an Excess Period (as defined herein) of forty-eight (48) consecutive hours. Provided that the Company shall not be liable under this Extension for more than 10% of the Total Sum Insured under this Section.

3.**Payment on Account**

It is hereby noted and agreed that in the event of the occurrence of a loss covered under this Section, the Company may approve an advance payment on account in respect of such loss at the request of the Insured and with the Loss Adjuster's recommendation.

Limit of Liability

Our liability under this Section including that under all Extensions to this Section shall not exceed the Sum Insured in respect of each item as stated in the Schedule or the total Sum Insured in whole by Section 2 during the Period of Insurance.

Section 3 – Money

Definition

Business Hours means: -The period during which your Premises are actually occupied for Business purposes and during which You or any of your directors, partners or employees entrusted with Money are in the Premises.

Cover

In the event of loss of Money in Hong Kong We will indemnify You against such losses subject to the following limits, provided that out of Business Hours the keys and combination numbers of safes and strong rooms are at all times kept in your personal custody or that of your directors, partners or employees:

1. In respect of any single loss of Money other than crossed cheques, crossed postal orders, crossed money orders, crossed bankers' drafts
   a) In your Premises during Business Hours or in transit or in a bank night safe HK$50,000
   b) In your Premises:
      i) out of Business Hours and secured in a locked safe or strong room HK$20,000
      ii) out of Business Hours but not secured in a locked safe or strong room HK$5,000
2. In respect of any single loss of Money consisting of crossed cheques, crossed postal orders, crossed money orders, crossed bankers' drafts: HK$100,000

Extensions to Section 3

1. **This Section extends to include:**
   a) Damage to Safes or Strongrooms or Cash Carrying Bags
   In the event of loss of or damage to
   a) safes or strongrooms, or
   b) cases, bags or waistcoats when such are used for the carriage of Money,
   directly associated with any theft or attempted theft therefrom, then We will indemnify You against such loss or damage to the extent that you are not otherwise insured, but our liability under this Extension shall not exceed HK$30,000 any one occurrence of loss or damage.

   b) Cash Cheques
   Loss of Money following violence or threat of violence to You or a director, partner or employee, forcing You/them to sign a cash cheque, for an amount not exceeding Hk$10,000.

2. **Assault**
   If as a result of an attempt by thieves to steal:
   a) Money, or
   b) Contents during Business Hours,

which are insured by this Policy, and if You and/or any of your directors, partners or employees aged between eighteen (18) and sixty-five (65) years suffer bodily injury which independently of any other cause is the sole cause of death or disablement (the Results) or if their personal effects are lost or damaged, then We will pay to You or your legal personal representative in respect of each such person the Compensation shown below for such Results:

Results	Compensation
i) Death	HK$50,000
ii) Total and permanent loss of all sight in one or both eyes	HK$50,000
iii)Total loss by physical severance or total and permanent loss of use of one or both hands or feet	HK$50,000

Compensation shall not be payable for:

a) any of the Results unless such Result occurs within twelve (12) months of sustaining the injury causing such Result,

b) more than one of the Results (i), (ii) or (iii) for any one person, and when payable for one of those Results shall not be payable for any Result caused by any subsequent injury to that person.

3. **Fidelity Guarantee**

Notwithstanding anything contained herein to the contrary, this Section extends to include loss of Money arising from fraudulent or dishonest act of any of your director(s), Partner(s) or employee(s) provided that:

a) such acts have been committed and claims made within the Period of Insurance;

b) the loss is discovered within 3 working days after the act of fraud or dishonesty;

c) the Insured's system of check, control and supervision must be maintained in full effect at all times.

But our liability under this Extension shall not exceed HK$50,000 any one occurrence of loss and in the aggregate during the Period of Insurance.

Exceptions to Section 3

This Section does not cover:

1. any loss arising form fraud or dishonesty of any person including members of your household or any of your directors, partners or employees.
2. shortages due to error or omission,
3. unexplained disappearance of Money,
4. loss from an unattended vehicle,
5. depreciation in value, currency fluctuation, dishonoured cheques , or use of counterfeit money,
6. loss of Money form a locked safe or strongroom opened by a key or combination code left in your office after Business Hours.

Section 4 – Third Party Liability

Cover

In the event of any Occurrence described below We will indemnify You against:

a) All sums which You become legally liable to pay for compensation and claimant's costs and expenses in respect of any Occurrence in connection with the Business,

b) All costs and expenses of litigation incurred with our written consent in respect of a claim against You to which the indemnity expressed in this Section applies,

c) The payment of the solicitor's fee incurred with our written consent for your representation at proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of a statutory duty resulting in an Occurrence which may be subject of indemnity under this Section, or at any Coroner's Inquest or Fatal Accident Inquiry in respect of any such Occurrence.

Occurrences	**Limit of Liability for any one event and in aggregate during Policy period**
(a) Accidental bodily injury to or illness or disease of any person except that arising out of and in the course of employment by You under a contract of service or apprenticeship	As mentioned in the Schedule [for Occurrences (a) and (b) combined]
(b) Accidental loss of or damage to property not belonging to You or in your charge or under your control	

happening within Hong Kong during the Period of Insurance.

Limit of Indemnity

Our liability for all compensation, inclusive of all legal costs and expenses, payable to any claimant or number of claimants in respect of or arising out of any one Occurrence or all Occurrences of a series consequent on one original cause shall not exceed the sum stated as the Limit of Liability for any one event.

Extensions to Section 4

The following Extensions are applicable to this Section:

1. The Insured: The Insured shall include:

a) in the event of your death, your personal representative in respect of liability incurred by You,

b) if You request:

(i) any of your directors or partners,

(ii)any person employed by You under a contract of service or apprenticeship,

(iii) any person working for You for the purpose of gaining work experience,

in his respective capacity as such.

2. The Business

The Business shall include:

a) the maintenance of your Premises,

b) the provision and management of canteen, social, sports and welfare organisations for the benefit of your employees.

3. Damage to Rented Premises

Exception 4(b), shall not apply in respect of loss of or damage to Premises or fixtures or fittings thereof hired or rented to you. However, we will not pay for:

a) loss or damage if the liability is assumed by You under a tenancy or other agreement and would not have attached in the absence of such agreement,

b) the first HK$500 of each and every claim under this Extension.

4. Overseas Visits

This Section shall extend to include your legal liability arising from occasional visits outside Hong Kong by any of your directors, partners or employees in connection with your Business, provided that such liability occurs during the Period of Insurance and such directors, partners or employees shall observe, fulfil and be subject to the terms, Limits, Exceptions, Conditions and the Jurisdiction Clause of this Policy.

5. Independent Contractors Clause

This Section shall extend to cover your legal liability [as defined under Cover a) herein] arising out of performance of renovation, alteration or repair works undertaken by independent contractor(s) or sub-contractor(s) at your Premises described in the Schedule.

Provided that We shall not be liable under this Extension:

(a) if the contract value of the works mentioned above exceeds 5% of Limit of Liability mentioned in the Schedule.

(b) for any claim recoverable from any other Third Party Liability insurance or the Third Party Liability section of any Contractors All Risks insurance (or similar insurance) effected by or on behalf of the Insured, the contractor(s) or sub-contractor(s).

Subject otherwise to the terms, Exceptions and Conditions of this Policy.

Exceptions to Section 4

This Section does not cover liability:

1. in respect of injury, illness, disease, loss or damage which results from your deliberate acts or omissions and which could reasonably have been expected having regard to the nature and circumstances of such acts or omissions,

2. assumed by You by agreement and which would not have attached in the absence of such agreement,

3. in respect of injury to or illness or disease of any person under a contract of service or apprenticeship with You if such liability is in respect of injury, illness or disease arising out of and in the course of the employment of such person by You, or any sums payable by You under legislation relating to occupational injury, illness or disease,

4. in respect of loss of or damage to property:
    a) belonging to You,
    b) in your charge or under your control or that of any of your employees or agents,
    c) caused by or in connection with or arising from the bursting of any pressure part of any steam boiler or any economiser or any vessel or apparatus (other than any steam turbine or engine or other steam-driven machinery) intended to operate under steam pressure, belonging to You or under your control or that of any of your employees or agents,

5. in respect of injury to or illness or disease of any person or loss of or damage to any property, land or building caused by vibration or by the removal weakening of support,

6. in respect of injury, illness, disease, loss or damage arising from the ownership, possession or use by You or on your behalf of:

    a) any mechanically propelled vehicle (including any type of machine on wheels or caterpillar tracks) licensed for road use or for which compulsory insurance or security is required by any road traffic legislation, or trailer or the delivery or collection of goods in connection with such vehicle or trailer within the limits of any carriageway or thoroughfare,
    b) any vessel, craft or aircraft made or intended to float on or in or travel through water, air or space, or the loading or unloading of such vessel or craft,

7. in respect of injury, illness, disease, loss or damage caused by or in connection with or arising from:
    a) any lift, elevator, escalator, hoist or crane owned or used by You or for the maintenance of which You are responsible,
    b) accidents to any vessel or craft in consequence of the condition or unsuitability of any berth, dock or mooring.

8. directly or indirectly occasioned by or through or in consequence of pollution or contamination,

9. in respect of:
   a) the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances
   b) fines, penalties, punitive or exemplary damages

10. in respect of:
    a) any breach of professional duty or service whether of omission or commission,
    b) any advice or act whether of omission or commission given or performed in a professional capacity,
    c) any medicine, drug, article, commodity or thing supplied,

11. 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 your own website, Internet site, web address and/or via the transmission of electronic mail or documents by electronic means.

(Section 5 and 6 are Optional Covers with additional Premium,
Kindly refer the Schedule of Policy to confirm whether this section is applicable or not)

Section 5 – Employees' Compensation
Definitions
"Legislation" means –
The Employees' Compensation Ordinance (Chapter 282 of the laws of Hong Kong) currently in force at the inception of this Policy.

"**Geographical Area**" means –
a) Hong Kong,
b) Elsewhere, excluding the USA and Canada, as may be agreed with us.

"**Accident**" means- An accident or series of accidents arising out of one event.
'**Disease**" means: -
A disease contracted by an Employee of the Insured as a result of his exposure to the nature of his employment with the Insured. Such exposure may extend over a period of time and part of which period may fall outside the Period of Insurance under this Policy.

"**Earnings**" means: -
all gross wages salaries remunerations commissions bonuses overtime termination payments allowances and the like directors' fees or other benefits whether at piecework rates or otherwise and whether paid in cash or in kind by the Insured to his Employees.

"**Employee**" has the same meaning as assigned to that expression in the Ordinance.

"**The Company's Indemnity**" means -:
indemnity provided under this Section including costs and expenses incurred by on behalf of the Insured with the Company's written consent.

"Noise-Induced Deafness" means –
"Noise-Induced Deafness" has the same meaning as assigned to that expression in the Occupational Deafness (Compensation) Ordinance (Chapter 469 of the laws of Hong Kong).

"Pneumoconiosis" and "Mesothelioma" means: -
"Pneumoconiosis" and "Mesothelioma" have the same meaning as assigned to those expressions in the Pneumoconiosis and Mesothelioma (Compensation) Ordinance (Chapter 360 of the laws of Hong Kong).

"**The Proposal and Declaration**" means: -
any signed proposal form and declaration and any information supplied by or on behalf of the Insured in addition thereto or in substitution therefor.

Cover
If any Employee in your immediate employment shall sustain bodily injury or death by Accident occurring or Disease contracted during the Period of Insurance within the Geographical Area and arising out of and in the course of his employment by the Insured in the Business, We will subject to the Limit of Indemnity and to the terms, exceptions and conditions contained in or endorsed on this Section (all of which are hereinafter collectively referred to as "The Terms of this Section") indemnify You against your legal liability in respect of such bodily injury or death under the Ordinance and independently if the Ordinance to pay compensation and damages and claimant's costs and expenses and also indemnify You against costs and expenses incurred by or on your behalf with our written consent in connection therewith.

Provided that in the event of any change to the Ordinance during or subsequent to the Period of Insurance altering your legal liability under the Ordinance our liability under this Section shall be limited to such sums as We would have been liable to pay if the Ordnance had remained unaltered.

If We are obliged by the Legislation to pay an amount for which We would not otherwise be liable You must repay such amount to us.

Further provided that:

(a) the due observance and fulfilment of the Terms of this Section in so far as they relate to anything to be done or not to be done or to be complied with by You; and

(b) the truth of the statements and answers in the Proposal and Declaration and the Estimated Earnings Declaration and the Actual Earnings Declaration.

shall be conditions precedent to any liability of the Company to make payment or to provide indemnity under this Section.

We will also in the event of the death of You indemnify your legal personal representatives in the Terms of this Section in respect of liability incurred by You provided that such legal personal representatives shall as though they were the Insured observe fulfill and be subject to the Terms of this Section in as far as they can apply.

POLICY LIMIT OF INDEMNITY

(a) In respect of any Accident or Disease giving rise to a claim or claims against the Insured for which indemnity is provided under this Section, the Company's indemnity to the Insured including costs and expenses incurred by or on behalf of the Insured with the Company's written consent shall in the aggregate be limited to the amount specified in the Schedule as "Limit of Liability" irrespective of the number of Employees who may sustain bodily injury or death consequent on or attributable to the same occurrence of Accident or Disease.

(b) In relation to any liability of the Insured in respect of a Disease contracted by an Employee due to the nature of his employment with the Insured which nature of employment applies during a period that extends over more than one policy period of insurance:

(i) the aggregate of the Company's indemnity to the Insured under all insurance policies including costs and expenses incurred by or on behalf of the Insured shall not exceed the limit of indemnity of the insurance policy that was in force at the time the nature of the Employee's employment to which such Disease was due first affected the Employee; and

(ii) subject to the limitation of paragraph (b) (I) hereof, the Company's indemnity to the Insured under this Section including costs and expenses incurred by or on behalf of the Insured shall be limited to such proportion of the Insured's liability in respect of such Disease as that part of the Employee's period of employment falling within the Period of Insurance of this Policy bears to the total period of his employment to the nature of which such Disease was due.

(c) If the occurrence of any Accident of Disease results in indemnity hereunder to more than one Insured, the limitations of the Company's liability specified in paragraphs (a) and (b) hereof shall apply to the aggregate of indemnity to all Insureds.

(d) At any time after the occurrence of any Accident or Disease giving rise to a claim or claims against the Insured for which indemnity is provided under this Section, the Company may pay to the Insured the full amount of the Company's liability specified in paragraph (a) or (b) hereof (after the deduction of any sums already paid) or any lesser amount for which such claim or claims can be settled and shall relinquish the conduct of any defence settlement or proceedings relating to such claim or claims and shall not thereafter be responsible for any compensation damages or costs in respect thereof or for any costs or expenses whatsoever incurred by the Insured after the Company shall have relinquished such conduct or for any loss damage or expenses caused to the Insured in consequence of any act or omission of the Company in connection therewith or of the Company relinquishing such conduct.

(e) Claim Adjustment Clause
If there should be any shortfall in the actual Earnings declared in accordance with Premium Adjustment Clause under the General Conditions of this Policy from the respective actual Earnings, the extent of the Company's Indemnity shall be reduced proportionately by the extent of under-insurance; and the balance shall be borne by the Insured himself. If no declaration of the actual Earnings by the Insured is received by the Company as prescribed, for the purpose of this clause the Earnings estimated by the Insured as at the commencement of the Period of Insurance shall be used in lieu of the actual Earnings that should have been declared to determine the extent of the under- insurance if any.

CLAIM CONTROL CLAUSE

The Company shall be entitled upon notice to the Insured to take over and conduct in the Insured's name the defence or settlement of any claim demand or proceedings against the Insured. In that event:

(i) without prejudice to Premium Adjustment Clause under the General Conditions of this Policy, the Insured shall provide all such information and assistance including but not limited to a completed Premium Adjustment and Declaration of Earnings Form and forward all such documents and other records to the Company for the conduct of such claim demand or proceedings as the Company in its discretion may from time to time require; and

(ii) the Insured shall not without the written consent of the Company incur any expenditure in connection with any such claim demand or proceedings or make any payment admission offer or enter into any settlement whatsoever.

It is expressly agreed and acknowledged by the Insured that taking over or settlement of any claim by the Company under this Policy will not prejudice any of the Company's rights under this Section including but not limited to the Company's right to reduce the extent of the Company's Indemnity proportionately by the extent of under-insurance and to seek indemnity against the Insured for the balance under Claim Adjustment Clause.

TERRORISM CLAUSE / ENDORSEMENT

Notwithstanding any provision to the contrary in this Policy or any endorsement thereto it is hereby agreed that in respect of any bodily injury or death by accident or disease ("the Loss") directly or indirectly caused by, resulting from or in connection with any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the Loss:

a. the Policy Limit of Indemnity shall be such amount which the Company actually receives from the Government of the Hong Kong Special Administrative Region of the People's Republic of China ("the Government") pursuant to an Agreement for Provision of Facility between the Government and the Company under which the Government agreed to make available to the Company and other direct insurance companies authorized to underwrite employees' compensation insurance business in Hong Kong a facility to enable them to meet claims under employees' compensation insurance policies in respect of death and injury arising out of an event of terrorism ("the Facility Agreement");

b. the Company will only be required to make payment after it has received from the Government (i) an approval letter confirming that the Company should settle the claim and (ii) payment under the Facility Agreement; and

c. for the avoidance of doubt, the Company shall have no obligation to make payment if for whatever reason it does not receive payment from the Government under the Facility Agreement, whether or not due to the Government's contention that the Loss does not fall within the scope of the Facility Agreement or the Company's breach of the Facility Agreement, or the Facility Agreement ceases in the event that the remaining balance under the Facility is exhausted or the termination of the Facility Agreement by the Government.

For the purpose of the above an act of terrorism means the use of force of violence or other means or the threat thereof, of any person or persons, whether acting alone or on behalf of or in connection with any organization or government, for political, religious, or ideological purposes with an intention to influence any government and/or to put the public, or any section of the public, in fear.

If the Company alleges that the Loss falls within the scope of this Endorsement, the burden of proving the contrary shall be upon the Insured.

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

Words and phrases in this Endorsement shall have the same meaning as in the Policy.

Exceptions to Section 5
We shall not be liable under this Section in respect of:

1. your liability to employees of your contractors,

2. any liability which attaches to the Insured by virtue of an agreement but which would not have attached in the absence of such agreement.

3. any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.

4. any injury by accident or disease sustained outside the Geographical Area,

5. any person who is not an "employee" within the meaning of the Legislation,

6. any liability arising from pneumoconiosis or Mesothelioma or Noise-Induced Deafness,

7. any late payment surcharge for which You may become liable under the Legislation.

Section 6 – Personal Accident

Definitions:

i) **Insured Person** shall mean the Insured or any director or employee of the Insured aged between 18 years and 65 years permanently working with the Insured at office as stated in the Schedule.

Cover

If at any time during the currency of this Policy of Insurance the Insured shall sustain bodily injury caused by **violent accidental external and visible means** and such injury shall as the direct and sole cause thereof within twelve (12) calendar months from the occurrence thereof result in:

i. death- we will pay the benefits stated in **Section A** of the Schedule,

ii. loss by physical separation of both hands or both feet or one hand & one foot - we will pay the benefits stated in **Section B** of the Schedule

iii. complete and irrecoverable loss of sight of both eyes - we will pay the benefits stated in **Section C** of the Schedule

iv. permanent absolute and total disablement (other than specified in ii and iii above) from engaging attention to business or occupation of any kind – we will pay the Benefits stated in **Section D** of the Schedule

v. permanent partial disablement (other than specified in ii and iii above) from engaging attention to business or occupation of any kind – we will pay the benefits as specified in the schedule

vi. totally disable the Insured from engaging in or attending to his usual occupation (but not so as to entitle the Insured to payment under **Section B or C or D**) - we will pay to the Insured for such total disablement the sum per week stated in **Section E** of the Schedule

vii. involve the insured in Medical, Doctors, Hospital, Nursing Home, Operation or Dental expenses or cost of medicines, - we will pay the Benefits stated in **Section F** of the Schedule

Provided always that:
The **maximum sum payable** in respect of any one period of insurance shall not exceed the Sum Insured under **Section A** except as may be otherwise specially provided for herein, and **section B, C and D are not Cumulative**.

The period for which weekly sum insured are payable shall not in respect of any one accident exceed 100 weeks. Weekly sums insured shall not become payable until the total amount due has been ascertained and agreed.

The insurance granted under this Section (Personal accident Section of the Policy) shall cease to operate from the date of the occurrence giving rise to a claim admitted by the company under Section A or B or C.

CONDITIONS APPLICABLE TO THIS SECTION

1) You must advise us in writing as soon as you are aware of any change in the employment, occupation, duties or pursuits of any Insured Person, or any other change which may increase the possibility of a claim under this Policy. You may be required to pay additional premium as a result of any such changes.

2) Before each renewal of the insurance you must also advise us in Writing of any Bodily Injury or disease which to your knowledge has been suffered by any Insured Person.

3) This section of the Policy may be renewed from year by mutual agreement between you and us but in any case shall terminate at the end of the Period of Insurance during which the Insured Person **attains the Age of Sixty Five (65).**

Exclusions:
We will not pay the Benefits for:

1) Bodily Injury, death or disability indirectly or directly caused by, resulting from or in connection with the Insured Person:
   a) flying or travelling in an aircraft other than as a fare-paying passenger with a licensed carrier on a scheduled domestic or international route or on a duly licensed charter service;
   b) engaging in air crew;
   c) engaging in service or duty with the Police or any armed force or Fire Service or security guard service of any country;
   d) engaging in a sport in a professional capacity or where the Insured Person would or could earn income or remuneration from engaging in such sport;

2) Bodily Injury, death or disability indirectly or directly caused by, resulting from or in connection with the Insured Person engaging in or practising for:
   a) parachuting or any sporting activities in connection with an aircraft;
   b) hang gliding;
   c) any kind of race(other than on foot or swimming) or trial of speed or reliability;
   d) potholing, mountaineering or rock climbing necessitating the use of guides or ropes;

3) Bodily Injury, death or disability indirectly or directly caused by, resulting from or in connection with:
   a) suicide, self-injury or willful exposure to peril (other than in an attempt to save human life);
   b) pregnancy, childbirth or pre-existing physical or mental defect or infirmity;
   c) the Insured Person being under the influence of drugs (other than those prescribed by a Registered Medical Practitioner but not when prescribed for the treatment of drug addiction);
   d) the Insured Person being under the influence of alcohol, unless it can be established to our reasonable satisfaction by any claimant that alcohol was not a factor contributing to the happening of the Bodily Injury;
   e) fighting (except in bona fide self-defense), provoked assault, resistance to arrest;
   f) Illegal acts of the Insured or the Insured Person.

If we allege that by reason of these exclusions any claim is not covered by the Policy, then the burden of proving that the claim is covered shall be Upon You.