

1. NOW THIS POLICY WITNESSETH that in consideration of the Insured having paid or agreed to pay to FWD General Insurance Company Limited (hereinafter called "the Company") the premium stated in the said Schedule

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

IMPORTANT

Please examine this Policy carefully. If there are any errors or if it does not meet your requirements, please contact the Company or your Insurance Broker/Agent immediately.

注意

請貴保戶詳細查閱此保單之內容，如有任何疑問，請從速與本公司或閣下之保險經紀/代理人聯絡。

ONLINE SECURITY

FWD is always concerned about security. It is important that you should be alert to any emails asking for your personal information; here we provide some information to help you to protect yourself:-

“Phishing attack” is an online fraud technique which involves sending official-looking email messages with return addresses, links and branding that all appear to come from legitimate banks, insurance companies, retailers, credit card companies, etc. Such emails typically contain a hyperlink to a spoof website and mislead account holders to enter customer names and security details on the pretence that security details must be updated or changed. Once you give them your information it can be used on legitimate sites to take your personal information.

To protect yourself, you should be aware of the following:

- FWD will not send you emails asking you to update, verify or confirm your personal security details e.g. PIN, bank account number, ID Card number and passport number.
- You should pay close attention to the URL (website address) of the site you are visiting to make sure it is actually the site you believe it to be.

Should you have further enquiries, or you would like to report on suspected phishing cases relating to FWD, please refer to FWD website www.fwd.com.hk or call our Customer Service Hotline at (852) 3123 3123.

2. GENERAL EXCEPTIONS

- 2.1 The Company shall not indemnify the Insured in respect of loss, damage or liability directly or indirectly caused by or arising out of:
- 2.1.1 war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, military or usurped power; or persons acting on behalf of or in connection with any political organisation with activities directed towards the overthrow or influencing of a government, de jure or de facto, by force, confiscation, nationalisation, commandeering, requisition or destruction or damage by order of any government, de jure or de facto, or by any public authority, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege;
 - 2.1.2 strike, riot, lock out or persons taking part in labour disturbances;
 - 2.1.3 This insurance does not cover loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with nuclear energy or radioactivity of any kind including but not limited to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - iii) any weapon or other device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

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

2.2 Terrorism Exclusion Endorsement

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

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

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

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

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

2.3 Terrorism Exclusion for Contamination & Explosives

It is agreed that, regardless of any contributory causes, this policy does not cover any loss, damage, cost or expense directly or indirectly arising out of

- (a) biological or chemical contamination
 - (b) missiles, bombs, grenades, explosives
- due to any act of terrorism.

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

For the purpose of (a)"contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

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

2.4 Cyber Risks Exclusion

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

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the followings are excluded from this policy :

- (a) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
- (b) Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

2.5 Sanction Exclusion

Notwithstanding anything to the contrary in the Policy the following shall apply:

If, by virtue of any law or regulation which is applicable to the Company at the inception of this Policy or becomes applicable at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches any sanction,

prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United States of America or The People's Republic of China/Hong Kong SAR, that the Company shall provide no coverage or benefit or have no liability whatsoever to the Insured, to the extent that it would be in breach of such law or regulation.

3. SECTION I – MATERIAL DAMAGE

- 3.1 The Company shall indemnify the Insured in respect of loss of or damage to the Insured Property described in the Schedule whilst at the Site during the Period of Insurance arising from any cause whatsoever not hereinafter excluded.
- 3.2 The Company shall not indemnify the Insured in respect of that part of the Works:
- 3.2.1 which has been taken into use or occupation by the Employer from the time of such taking into use or occupation or
 - 3.2.2 for which a Certificate of Completion has been issued from the expiry of 28 days from the date of completion certified therein;
 - 3.2.3 whichever of 3.2.1 or 3.2.2 is the earlier unless;
 - 3.2.4 such loss or damage be occasioned during the Maintenance Period stated in the Schedule and
 - 3.2.5 was caused by an occurrence during the Construction Period stated in the Schedule or
 - 3.2.6 was caused by an insured contractor in the course of complying with his obligations under the maintenance and defects liability clauses of the Contract.
- 3.3 Provided that the total liability of the Company under this Section shall not exceed the Sum Insured shown in the Schedule for each insured item.

EXCEPTIONS TO SECTION I

- 3.4 The Company shall not indemnify the Insured in respect of:
- 3.4.1 loss or damage due to any fault, defect, error or omission in or failure of any design plan or specification;
 - 3.4.2 loss or damage due to defect in material or workmanship but this exception shall be limited to that part of the Insured Property directly affected and shall not exclude loss or damage to other parts of the Insured Property resulting from an accident due to such defect;
 - 3.4.3 loss of or damage to any item of machinery forming part of the Works or Constructional Plant due to its own explosion, mechanical or electrical breakdown or derangement but this exclusion shall not be deemed to exclude damage to other parts of the Works or Constructional Plant arising as a consequence of such explosion, breakdown or derangement;
 - 3.4.4 loss of Insured Property due to it being stolen or otherwise missing from the Site unless such loss is identifiable by the Insured with a specific occurrence;
 - 3.4.5 loss of or damage to cash, bank notes, treasury notes, cheques, postal orders, money orders, stamps, deeds, bonds, bills of exchange, promissory notes and securities;
 - 3.4.6 loss of use, liquidated damages, penalties, performance guarantees or other consequential losses;
 - 3.4.7 loss or damage due to wear and tear, rust, mildew or other deterioration due to gradually operating causes;
 - 3.4.8 the cost of maintenance;
 - 3.4.9 loss of or damage to any locomotive, waterborne vessel, aircraft or vehicle other than any land vehicle which is used solely on the Site and which is not used on any public road or public highway to which any road traffic legislation applies;
 - 3.4.10 damage to tyres whilst attached to a vehicle or plant unless the vehicle or plant is damaged at the same time;
 - 3.4.11 loss or damage due to cessation of work whether total or partial.

CONDITIONS TO SECTION I

- 3.5 The Sum Insured shall in respect of Constructional Plant represent the new replacement value inclusive of erection, freight and customs.
- 3.6 If in the event of loss or damage to the Insured Property under Constructional Plant it is found that the Sums Insured are less than the amounts required to be insured the amount recoverable under this Policy shall be reduced in such proportion as the Sums Insured bear to the amounts required to be insured.
- 3.7 In the event of loss or damage to the Insured Property under the Item of Constructional Plant indemnifiable under this Policy the basis of loss settlement shall be :
- 3.7.1 in the case of damage which can be repaired, the costs of necessary repairs without deduction for depreciation, however indemnification shall be limited to costs not exceeding the actual value of the damaged property;
 - 3.7.2 in the case of a total loss, the actual value of the Insured Property immediately before the occurrence of the loss less salvage.
- 3.8 In the event of loss or damage to the Insured Property the insurance hereunder shall be maintained in force during the Period of Insurance for the Sum Insured the Insured undertaking to pay an additional premium at the agreed rate on the amount of any loss exceeding HK\$100,000, pro rata from the date of such loss or damage to the expiry of the Period of Insurance but this additional premium shall be disregarded for the purpose of any adjustment of premium under General Condition 5.6 of this Policy.

4. SECTION II – LIABILITY TO THIRD PARTIES

- 4.1 The Company shall indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay for :
- 4.1.1 accidental death, bodily injury, illness or disease suffered by any person arising out of the performance of the Contract described in the Schedule;
 - 4.1.2 accidental loss or damage to physical property arising out of the performance of the Contract described in the Schedule.

- 4.2 The liability of the Company under this section of the Policy for all compensation payable to any claimant or number of claimants in respect of or arising out of all occurrences of a series consequent on or attributable to one original cause shall not exceed the Limit of Indemnity specified in the Schedule.
- 4.3 In respect of any claim covered by this Section of the Policy the Company shall in addition be liable for :
- 4.3.1 all costs and expenses of litigation recovered by any claimant against the Insured;
- 4.3.2 all costs and expenses of litigation incurred by the Insured with the written consent of the Company in resisting any claim.
- 4.4 Where the Insured consists of more than one party the insurance by this Section shall apply to each party as if a separate policy had been issued to each party.
- 4.5 Provided always that the aggregate liability of the Company shall not be increased beyond the Limit of Indemnity specified in the Schedule.

EXCEPTIONS TO SECTION II

- 4.6 The Company shall not indemnify the Insured in respect of :
- 4.6.1 liability in respect of death, bodily injury, illness or disease suffered by:
- (a) Any person employed by any insured party for the purpose of execution of insured Contract or any parts thereof; and
- (b) Any person to whom part or parts of the insured Contract have been sub-contracted including but not limited to self-employed sub-contractors.
- 4.6.2 liability in respect of compensation claimed from the Insured by an injured person or dependent under any Employees Compensation Legislation;
- 4.6.3 liability resulting from or attributable to or caused by the ownership or possession or use by or on behalf of the Insured of any locomotive, waterborne vessel, aircraft or vehicle other than any land vehicle which is used solely on the contract Site and which is not used on any public road or public highway to which any Road Traffic Legislation applies;
- 4.6.4 liability compulsorily insurable under any legislation governing the use of motor vehicles;
- 4.6.5 liability in respect of loss or damage to any building, property or structure caused by or resulting from vibration or by the removal or weakening of support;
- 4.6.6 liability in respect of loss of or damage to property belonging to or in the care, custody or control of the Insured;
- 4.6.7 liability in respect of loss or damage to permanent or temporary Works or materials forming part of the Contract or Contracts insured under this Policy;
- 4.6.8 liability consequent upon any agreement by the Insured to pay any sum by way of indemnity or otherwise or predetermined penalties or liquidated damages imposed under any contract entered into by the Insured unless such liability would have attached also in the absence of such agreement, contractual penalty or liquidated damages;
- 4.6.9 actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity;
- 4.6.10 liability in respect of claims arising out of
- a) the rendering of or failure to render professional advice or service or any error or omission connected therewith or
- b) any error in advice design formula or specification or
- c) a breach of the duty owed in a professional capacity by the Insured.
- 4.6.11 liability caused or occasioned by or contributed to by or in connection with or as a result of or in consequence of or arising from or out of any goods or any containers thereof sold, supplied, hired out, constructed, erected, installed, repaired, altered, cleaned, processed, serviced or otherwise treated by or on behalf of the Insured and no longer in the Insured's possession or control.
- 4.7 This insurance does not cover any liability for:
- 4.7.1 Personal injury or bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph 4.7.1 shall not apply to liability for personal injury or bodily injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the Period of Insurance.
- 4.7.2 The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the Period of Insurance.
- 4.7.3 Fines penalties, punitive or exemplary damages.

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

5. GENERAL CONDITIONS

- 5.1 This Policy shall be construed according to the laws of Hong Kong.
- 5.2 The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning wherever it may appear.
- 5.3 The expressions "Constructional Plant", "Certificate of Completion", "Contract", "Contractor", "Contract Sum", "Final Contract Sum", "Hong Kong", "Maintenance Period", "Site", "Specification" and "Works" shall bear the meaning ascribed to them in the Government of Hong Kong Special Administrative Region General Conditions of Contract for Civil Engineering Works/Building Works (1999 Edition).

- 5.4 If any change shall occur materially varying any of the facts upon which this Policy is based the Insured shall immediately give notice in writing to the Company and the premium shall be adjusted in accordance with any agreed rate.
- 5.5 The Insured shall within three months of the expiration of the Period of Insurance furnish to the Company a declaration of the Final Contract Sum and if such sum shall differ from the Contract Sum the premium shall be adjusted accordingly subject to any minimum retained premium previously agreed.
- 5.6 The Insured shall also take and cause to be taken all reasonable precautions to prevent loss damage or accident and shall comply with the "Construction Sites (Safety) Regulations" and any ordinance or regulation which might apply in respect of the insured Contract.
- 5.7 In the event of any occurrence which might give rise to a claim under this Policy the Insured shall :
- 5.7.1 notify the Company as soon as possible and in writing give an indication as to the nature and extent of the damage;
 - 5.7.2 at the expense of the Company take such immediate action as is necessary to minimise the loss provided that such expenses shall not increase the Company ultimate loss;
 - 5.7.3 keep parts affected and make them available for inspection by a representative or surveyor of the Company for a reasonable period of time but the Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not;
 - 5.7.4 submit a formal claim and furnish all such information and documentary evidence as the Company may require within six months of the occurrence or such further time as the Company may in writing agree, such agreement not to be unreasonably withheld;
 - 5.7.5 inform and assist the police authorities in case of loss or damage due to theft or burglary or malicious action;
 - 5.7.6 immediately send to the Company upon receipt any writ summons or other proceedings which may be commenced against the Insured;
 - 5.7.7 give to the Company all information and assistance to enable the Company to settle or resist any claim or institute proceedings.
- 5.8 In the event of a claim or claims arising for which the Company could be liable under this Policy the Company shall be entitled:
- 5.8.1 to undertake in the name and on behalf of the Insured the absolute conduct and control of any proceedings and the settlement of the same;
 - 5.8.2 to take proceedings at their own expense and for their own benefit but in the name of the Insured to recover compensation or secure an indemnity from any third party in respect of anything covered by this Policy;
 - 5.8.3 to pay to the Insured in respect of any claim or claims the maximum liability of the Company under Section II of this Policy as stated in the Schedule or such lesser sum for which the said claim or claims can be settled (subject to deduction in either case of any sum or sums already paid on account for such claim or claims) and thereafter the Company shall be under no further liability in respect of said claim or claims except for payment of costs and expenses incurred prior to the date of such payment and for which the Company may be liable hereunder.
- 5.9 The Insured shall not negotiate, pay, settle, admit or repudiate any claim under the Policy without the written consent of the Company.
- 5.10 This insurance is not to be called upon in contribution and is only to pay any loss hereon if and so far as not recoverable under any other insurance.
- 5.11 All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured for any claim hereunder any such claim shall not within twelve months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- 5.12 Any unintentional or inadvertent error or omission, misrepresentation, misdescription or non-disclosure of any material facts in name or description of amount or reporting or notification in respect of this Policy by one of the Insured shall not operate to the prejudice of any of the other Insured's rights, providing the error or omission is corrected when discovered by the Insured.

ENDORSEMENTS

The following standardised endorsements are optional and supplementary and only apply to this Policy when specifically mentioned in the Schedule.

Group A : Extension of Cover

- A1. Extension of cover for vibration or removal or weakening of support
- A2. Extension of cover for testing and commissioning
- A3. Extension of cover for designer's risk
- A4. Extension of cover for inland transit
- A5. Extension of cover for storage
- A6. Extension of cover for extra charges
- A7. Extension of cover for Employer's property

Group B : Special Conditions

- B1. Safety Precautions
- B2. Special conditions for underground services
- B3. Special conditions for underground works
- B4. Special conditions for marine work
- B5. Special excess clauses

Additional endorsements may be attached as warranted and agreed.

A1. EXTENSION OF COVER FOR VIBRATION OR REMOVAL OR WEAKENING OF SUPPORT

A1.1 It is agreed and understood that notwithstanding Exception 4.6.5 and otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, Section II of this insurance shall be extended to indemnify the Insured for :

- A1.1.1 liability in respect of the collapse of any building, property or structure or any part thereof or any damage which impairs the structural stability of any building, property or structure or which endangers its users caused by or resulting from vibration or removal or weakening of support;
- A1.1.2 provided that prior to the occurrence of such collapse or damage the condition of such building, property or structure was sound and all reasonable safety precautions had been taken.
- A1.1.3 provided that upon discovery of damage which does not immediately result in the collapse of any building, property or structure or any part thereof or any damage which impairs the structural stability of any building, property or structure or which endangers its users which is caused by or alleged to be caused by or resulting from vibration or removal or weakening of support arising out of any operations in connection with the execution of the insured Contract the Insured shall immediately suspend such operations or shall at their own expense take all reasonable safety precautions;
- A1.1.4 provided that the Company shall not indemnify the Insured in respect of damage caused by or resulting from vibration or removal or weakening of support to any building, property or structure under demolition or declared by the relevant public authority to be unsafe.

A1.2 In respect of each and every occurrence of damage indemnifiable under this endorsement the Company shall not be liable for the first HK\$..... or 20% of adjusted loss whichever is the greater.

A1.3 The liability of Company in respect of damage caused by vibration or removal or weakening of support shall during the Period of Insurance not exceed HK\$..... in aggregate.

A2 EXTENSION OF COVER FOR TESTING AND COMMISSIONING

A2.1 It is agreed and understood that notwithstanding Exception 3.4.3 and otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, Section I of this insurance shall be extended to cover :

- A2.1.1 mechanical and electrical breakdown as a consequence of the testing and commissioning of machinery and installations forming part of the Insured Property described in Item 1 on the Schedule;
- A2.1.2 for a period not exceeding..... weeks from the date of commencement of the testing or commissioning operations as declared in the Schedule.

A2.2 If a part of such machinery and installations or one or several machine(s) is/are tested and/or put into operation or taken over by the Employer the cover for that particular part of machine(s) and any liability resulting therefrom ceases whereas the cover continues for the remaining parts.

A2.3 The Company will not indemnify the Insured in respect of loss of or damage to machinery and installations undergoing testing or commissioning due to defective material, casting or workmanship other than faults in erection.

A2.4 In respect of each and every occurrence of loss or damage indemnifiable under this endorsement the Company shall not be liable for the first HK\$.....

A3 EXTENSION OF COVER FOR DESIGNER'S RISK

A3.1 It is agreed and understood that notwithstanding Exception 3.4.1 and otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, Section I of this insurance shall be extended to indemnify the Insured for :

- A3.1.1 loss or damage as a result of an accident due to any fault, defect, error or omission in or failure of any design plan or specification of the permanent Works but shall always exclude that part of the Insured Property directly affected by such fault, defect, error or omission in or failure of any design plan or specification.

A3.2 In respect of each and every occurrence of loss or damage indemnifiable under this endorsement the Company shall not be liable for the first HK\$.....

A4. EXTENSION OF COVER FOR INLAND TRANSIT

A4.1 It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, Section I of this insurance shall be extended to cover :

A4.1.1 loss of or damage to Insured Property occurring during transit elsewhere within the territorial limits of Hong Kong subject to a limit of HK\$..... for any one loss.

A4.2 in respect of each and every occurrence of loss or damage indemnifiable under this endorsement the Company shall not be liable for the first HK\$.....

A5. EXTENSION OF COVER FOR STORAGE

A5.1 It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, Section I of the insurance shall be extended to cover :

A5.1.1 loss of or damage to Insured Property occurring whilst in storage elsewhere within the territorial limits of Hong Kong subject to a limit of HK\$.....for any one loss.

A5.2 in respect of each and every occurrence of loss or damage indemnifiable under this endorsement the Company shall not be liable for the first HK\$.....

A6. EXTENSION OF COVER FOR THE COSTS OF EXTRA CHARGES FOR OVERTIME, NIGHT WORK, WORK ON PUBLIC HOLIDAYS AND EXPRESS FREIGHT ARISING FROM A CLAIM INDEMNIFIABLE UNDER THE POLICY

A6.1 It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, Section I of this insurance shall be extended to cover :-

A6.1.1 extra charges for overtime, night work, work on public holidays and express freight (excluding air freight) arising from a claim but limited to 10% of the amount of the adjusted claim.

A6.1.2 subject to such extra charges being incurred solely and directly for the repair or replacement of Insured Property lost or damaged by an insured peril.

A7. EXTENSION OF COVER FOR EMPLOYER'S PROPERTY

A7.1 It is agreed and understood that notwithstanding Exception 4.6.6 and otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, Section II of this insurance shall be extended to indemnify the Insured for :-

A7.1.1 liability in respect of loss of or damage to any building, structure or property belonging to the Employer in the care, custody or control of an insured Contractor in connection with the execution of the insured Contract;

A7.1.1.1 more particularly

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A7.2 In respect of each and every occurrence of loss or damage indemnifiable under this endorsement the Company shall not be liable for the first HK\$..... or 20% whichever is the greater.

A7.3 The liability of Company in respect of loss of or damage to the Employer's property held in care, custody or control shall during the Period of Insurance not exceed HK\$..... in aggregate.

B1. SAFETY PRECAUTIONS

B1.1 Further to General Condition 5.7 the Insured shall :

B1.1.1 take into account the prevailing weather conditions in Hong Kong;

B1.1.2 construct storage facilities for cement and other material as water tight structures in areas not exposed to flooding and shall store cement at least 0.6 metres above ground level. The Company shall not indemnify the Insured in respect of loss or damage to cement due to rain, flood or other forms of ingress of water unless the cement storage structures also suffer damage by a cause indemnifiable under the Policy;

B1.1.3 take all reasonable measures to secure the Site against unauthorised entry and shall have watchman on guard 24 hours a day 7 days a week;

B1.1.4 take all reasonable precautions against fire hazards and provide and maintain fire fighting equipment.

B2. SPECIAL CONDITIONS FOR UNDERGROUND SERVICES

B2.1 The Company shall not indemnify the Insured in respect of liability as a result of loss of or damage to existing underground services (such as water, gas and sewage pipes, electric and telephone cables) unless :

B2.1.1 prior to the commencement of excavation the Insured has inquired with the relevant authorities about the exact position of such services and

B2.1.2 in the event of the relevant authorities indicating the presence of such services in the vicinity of the Site the Insured shall proceed to locate such services by the hand-digging of trial pits prior to any mechanical excavation and

B2.1.3 if such services cannot be located by hand-digging the Insured shall approach each relevant authority and seek their assistance in locating its services.

B2.2 The liability of Company shall be restricted to the cost of repair or replacement or reinstatement of such damaged services and shall not extend to cover any consequential loss resulting from the interruption of the service.

B2.3 In respect of each and every occurrence of loss or damage indemnifiable under this clause the Company shall not be liable for the first HK\$..... or 20% whichever is the greater.

B3. SPECIAL CONDITIONS FOR UNDERGROUND WORK

B3.1 The Company shall not indemnify the Insured in respect of :

- B3.1.1 the cost of grouting of soft rock areas and/or other additional safety measures unless such costs are incurred in accordance with General Condition 5.8.2;
- B3.1.2 all costs and additional expenses resulting from the refilling of cavities caused by excavation in excess of the minimum excavation provided for in the Specifications of the insured Contract (i.e. Overbreak);
- B3.1.3 expenses incurred for dewatering unless such expenses are incurred in accordance with General Condition 5.8.2;
- B3.1.4 loss or damage due to breakdown of the dewatering system if such breakdown would have been avoided by sufficient standby facilities;
- B3.1.5 expenses incurred for additional installations and facilities for the discharge of run-off and/or underground water;
- B3.1.6 all costs and expenses arising out of misalignment or abandonment of the Insured Property or any part thereof whether in connection with a claim or otherwise.

B4. SPECIAL CONDITIONS FOR MARINE WORK

B4.1 The Company shall not indemnify the Insured for :

- B4.1.1 loss of or damage to the Insured Property due to normal action of the sea which shall be deemed to mean the state of the sea which occurs up to No. 8 on the Beaufort Scale or which occurs in connection with any typhoon other than a typhoon necessitating hoisting of the Number Eight Signal or higher;
- B4.1.2 the cost of dredging or redredging, overdredging or loss or damage resulting therefrom;
- B4.1.3 the loss of fill material.

B5. SPECIAL EXCESS CLAUSES

B5.1 The following clauses are supplementary and may be applied individually.

B5.2 In respect of each and every occurrence of loss or damage indemnifiable under Section I the Company shall not be liable for the first HK\$..... of such loss of or damage to the Works caused by theft, burglary or robbery.

B5.3 In respect of each and every occurrence of loss or damage indemnifiable under Section I the Company shall not be liable for the first HK\$..... or 50% (whichever is the greater) of such loss or damage to hydroseeding.

Personal Information Collection Statement

1. From time to time, it is necessary for you to supply **FWD General Insurance Company Limited** (the "Company") with personal information and particulars in connection with the provision, continuation and administration of insurance or other financial services and products by the Company. Failure to provide the necessary information and particulars may result in the Company being unable to provide or continue to provide these services and products to you.
2. The Company may also generate and compile information about you. Personal information and particulars provided by you and all information generated and compiled by the Company about you from time to time is collectively referred to as "Your Personal Data".
3. The purposes for which Your Personal Data may be used are as follows:
 - (i) offering and providing services and products to you, and administering, implementing, maintaining, managing and operating such services and products which may include, without limitation, insurance, financial and wealth management services and products;
 - (ii) processing, assessing and determining any applications or requests made by you in connection with the Company's services or products, issuing or arranging insurance contracts and maintaining your account with the Company;
 - (iii) designing insurance and other financial services and products for customers;
 - (iv) marketing services and products to you (please see further details in paragraphs 5 to 8 below);
 - (v) operating, maintaining and providing subsequent services in relation to the applications for services and/or products;
 - (vi) creating and maintaining the credit and risk related models of the Company;
 - (vii) processing and implementing payment instructions;
 - (viii) determining any amount of indebtedness owing to or from you, and collecting and recovering any amount owing from you or any person who has provided any security or undertaking for your liabilities;
 - (ix) exercising any rights that the Company may have in connection with the services and/or products provided to you;
 - (x) verifying and conducting any eligibility, credit, physical, medical, security, underwriting and/or identity checks in connection with provision of services or products;
 - (xi) any purposes in connection with any claims made by or against or otherwise involving you in respect of any services and/or products provided by the Company, including, without limitation, making, defending, analysing, investigating, processing, assessing, determining, responding to, resolving or settling such claims;
 - (xii) performing policy review and needs analysis (whether or not on a regular basis);
 - (xiii) meeting disclosure obligations or requirements imposed by or for the purposes of any law, rules, regulations, codes of practice or guidelines (whether applicable in or outside Hong Kong) binding on the Company or any of its subsidiaries, holding companies, associated or affiliated companies of, or companies controlled by, or under common control with the Company (collectively, "the Group") including, without limitation, making disclosure to any legal, regulatory, governmental, tax, law enforcement or other authorities, self-regulatory or industry bodies such as federations or associations of insurers;
 - (xiv) meeting any present or future contractual or other commitment with any legal, regulatory, governmental, tax, law enforcement or other authorities, self-regulatory or industry bodies such as federations or associations of insurers in Hong Kong or any other jurisdictions that is assumed by or imposed on the Company or any member of the Group by reason of its financial, commercial, business or other interests or activities in or related to the relevant jurisdiction;
 - (xv) complying with any obligations, requirements, policies, procedures, measures or arrangement for sharing data and information within the Group and/or other use of data and information in accordance with any group-wide programmes from time to time for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities; and
 - (xvi) fulfilling any other purposes directly related to (i) to (xv) above.
4. To facilitate the purposes set out in paragraph 3 above, the Company may transfer, disclose, grant access to or share Your Personal Data with the following parties (whether within or outside Hong Kong) and Your Personal Data may be transferred outside Hong Kong:
 - (i) members of the Group;
 - (ii) any person or company which is acting for or on behalf of the Company, or jointly with the Company, in respect of a purpose or a directly related purpose for which Your Personal Data was provided;
 - (iii) any person or company which is under a duty of confidentiality to the Company and has undertaken to keep such information confidential, provided that such person or company has a legitimate right to access such information (e.g. professional advisors of the Company);
 - (iv) any person or company carrying on insurance-related and/or reinsurance-related business which is engaged by the Company in connection with the Company's business;
 - (v) any physicians, hospitals, clinics, medical practitioners, laboratories, technicians, loss adjustors, risk intelligence providers, claim investigation companies, administrators or other professional advisors which are engaged by the Company in connection with the Company's business;
 - (vi) any business partners of the Company ("Our Partners");
 - (vii) any agents, contractors or service providers which provide administrative, credit reference, debt collection, telecommunications, computer, payment, printing, redemption or other services in relation to the operation of businesses of the Company; and/or
 - (viii) any person or company to whom the Company or the Group is under an obligation or otherwise required or expected to make disclosure under the requirements of any law, rules, regulations, codes of practice or guidelines (whether applicable in or outside Hong Kong) including, without limitation, any legal, regulatory, governmental, tax, law enforcement or other authorities, self-regulatory or industry bodies such as federations or associations of insurers.
5. The Company is allowed to (i) use Your Personal Data in direct marketing only if you consent or do not object, or (ii) provide Your Personal Data to another person or company for its use in direct marketing only if you consent or do not object in writing.
6. In connection with direct marketing, the Company intends:
 - (i) to use your name, contact details, services and products portfolio information, financial background and demographic data held by the Company from time to time in direct marketing;
 - (ii) to market the following classes of services and products offered by the Company, other members of the Group and/or Our Partners from time to time:
 - a. insurance services and products;
 - b. wealth management services and products;
 - c. financial services and products;
 - d. reward, loyalty or privileges programmes and related services and products; and
 - e. donations and contributions for charitable and/or non-profit making purposes.
 - (iii) to provide Your Personal Data described in paragraph 6(i) above to any members of the Group and/or Our Partners for their use in direct marketing the classes of services and products described in paragraph 6(ii) above.
7. **If you do NOT wish the Company to use Your Personal Data in direct marketing or provide Your Personal Data to other persons or companies for their use in direct marketing, you may write to the Company at the address below to opt out from direct marketing at any time.**
8. You may also write to the Company at the address below to opt out from direct marketing at any time.
9. Under the Personal Data (Privacy) Ordinance:
 - (i) you have the right to request access to Your Personal Data held by the Company and request correction of any of Your Personal Data which is incorrect; and
 - (ii) the Company has the right to charge you a reasonable fee for processing and complying with your data access request.
10. Requests for access to or correction of Your Personal Data should be made in writing to:

Corporate Data Protection Officer
FWD General Insurance Company Limited
1st Floor, FWD Financial Centre
308 Des Voeux Road Central
Hong Kong
- Should you have any queries, please do not hesitate to call our Customer Service Hotline 3123 3123.
11. In case of discrepancies between the English and Chinese versions, the English version shall apply and prevail.

收集個人資料聲明

- 在富衛保險有限公司（「本公司」）提供、延續及管理保險或其他金融服務及產品時，閣下需要不時向本公司提供個人資料及詳情。如未能提供所需資料及詳情，可能會導致本公司無法向閣下提供或繼續提供有關服務及產品。
- 本公司亦可製作及匯編與閣下有關的資料。閣下提供的個人資料及詳情以及本公司不時製作及匯編與閣下有關的所有資料，以下統稱為「閣下的個人資料」。
- 閣下的個人資料可能用於以下用途：
 - 向閣下要約及提供服務及產品，管理、執行、維持、處理及運作有關服務及產品，包括但不限於保險、金融及財富管理服務及產品；
 - 處理、評估及決定閣下就本公司的服務或產品而提出的任何申請或要求；發出或安排保險合約，以及維持閣下在本公司的賬戶；
 - 為客戶設計保險及其他金融服務及產品；
 - 向閣下提供服務及產品銷售（有關詳情，請參閱下文第5至8段）；
 - 運作、維持有關申請之服務及／或產品及提供相關之後續服務；
 - 建立及維持本公司的信貸及風險相關模型；
 - 處理及執行付款指示；
 - 釐訂任何欠付閣下或閣下所欠的負債金額，及向閣下或任何為閣下的債務提供擔保或承諾的人士收取及追討欠款；
 - 行使本公司就向閣下提供服務及／或產品而可能享有的任何權利；
 - 就提供之服務或產品作出及進行資格、信貸、身體、醫療、擔保、承保及／或身份核証；
 - 用於任何因本公司提供的產品及／或服務而由閣下提出或本公司對閣下提出的申索，包括但不限於作出、抗辯、分析、調查、處理、評核、決定、回應、解決或和解有關申索；
 - 進行保單審閱及需求分析（不論是否定期進行）；
 - 本公司或其任何附屬公司、控股公司、聯營或聯屬公司，或本公司控制的公司或與本公司受共同控制的公司（統稱「本集團」）根據任何法律、規則、規例、實務守則或指引（不論在香港境內或境外適用）要求而須作出披露，包括但不限於向任何法定機構、監管機構、政府機構、稅務機構、執法機構或其他機構、獨立監管或行業團體（如保險業聯會或協會等）作出披露；
 - 履行任何本公司或本集團任何成員機構現有或將來之合約義務或與其他在香港或其他區域的法定機構、監管機構、政府機構、稅務機構、執法機構或其他機構、獨立監管或行業團體（如保險業聯會或協會等），因其相關之金融、商業、業務或其他利益或活動而承擔之義務；
 - 遵守任何於本集團內進行的數據及資料共享及／或其他數據及資料用途的責任、要求、政策、程序、措施或安排以符合任何制裁、防止或偵查洗黑錢、恐怖分子資金籌集或其他非法活動；及
 - 履行與上文第(i)至(xv)段直接有關的其他用途。
- 為達成上文第3段列出的用途，本公司可能將閣下的個人資料轉移、披露、讓其查閱或與以下各方（不論在香港境內或境外者）共同使用，而閣下的個人資料有可能被轉移往香港境外：
 - 本集團的成員機構；
 - 任何人士或公司受本公司指示或代表本公司或與本公司共同處理閣下提供的個人資料以達到提供有關資料之目的或直接相關之目的；
 - 對本公司負有保密責任並承諾將有關資料保密的任何人士或公司，而此人士或公司須有合法權利查閱有關資料（例如：本公司的專業顧問）；
 - 任何因本公司業務而聘請之經營保險相關及／或再保險相關業務之人士或公司；
 - 任何因本公司業務而聘請的治療師、醫院、診所、醫生、化驗所、技師、損失理算人、風險情報供應商、索賠調查公司、行政管理人士或其他專業顧問；
 - 任何本公司的業務夥伴（「本公司之夥伴」）；
 - 向本公司之經營業務提供行政、信貸資料庫、債務追討、電訊、電腦、付款、印刷、贖回或其他服務的任何代理人、承包商或服務供應商；及／或
 - 任何本公司或本集團負有責任或須要或預期要根據任何法律、規則、規例、實務守則或指引（不論在香港境內或境外適用）作出披露的人士或公司，包括但不限於任何法律機構、監管機構、政府機構、稅務機構、執法機構或其他機構、獨立監管或行業團體（如保險業聯會或協會等）。
- 容許本公司 (i) 在閣下同意或不反對的情況下，使用閣下的個人資料作直接促銷用途，或 (ii) 在閣下以書面方式同意或不反對的情況下，將閣下的個人資料提供予其他人士或公司作其直接促銷用途。
- 就直接促銷而言，本公司擬：
 - 使用本公司不時持有的閣下姓名、聯絡資料、服務及產品組合資料、財務背景及人口統計資料作直接促銷用途；
 - 銷售本公司、本集團其他成員機構及／或本公司之夥伴不時提供的下列服務及產品：
 - 保險服務及產品；
 - 財富管理服務及產品；
 - 金融服務及產品；
 - 獎賞、客戶忠誠或優惠計劃及相關服務及產品；及
 - 為慈善及／或非牟利用途的捐款及捐贈。
 - 將上文第6(i)段所載閣下的個人資料提供予本集團成員機構及／或本公司之夥伴，讓其用於直接促銷上文第6(ii)段所載的服務或產品。
- 若閣下不希望本公司使用閣下的個人資料，或將閣下的個人資料提供予其他人士或公司作直接促銷用途，閣下可於任何時間致函本公司以下地址，藉以拒絕直接促銷。
- 閣下亦可於任何時間致函本公司以下地址，藉以拒絕直接促銷。
- 根據《個人資料（私隱）條例》：
 - 閣下有權要求查閱本公司所持有閣下的個人資料，並要求改正閣下的不正確個人資料；及
 - 本公司有權就處理及遵行閣下的查閱資料要求而收取合理費用。
- 查閱或改正閣下的個人資料要求，應以書面形式向下列人士提出：

資料保護主任
富衛保險有限公司
香港德輔道中308號富衛金融中心1樓

如閣下有任何疑問，敬請致電本公司之客戶服務熱線3123 3123。
- 中英文本如有歧異，概以英文本為準。