

# Smart Protection 電子商品意外保障

Policy Number 保單號碼 : 100138798

**The Schedule**

Date of Issue	:	15th October 2020
Policy Number	:	100138798
Effective Date of this Policy	:	From 16th October 2020 until cancellation
The Policy Holder	:	Club HKT Limited
The Insured	:	Individual Customers of the Policy Holder
Insured Situation	:	Anywhere in the world
Insured Property	:	On Electronic Products purchased by the Insured from Club Shopping website shop.theclub.com.hk or Club Shopping mobile application with invoice price not less than HK\$300 per item and effected cover with the Company within 30 days from the date of purchase
Sum Insured	:	As per invoice price of the Insured Property.
Premium	:	As per declaration
Deductible	:	The Insured shall be responsible for the first HK\$100 or 30% of loss whichever is the greater in respect of each and every loss

This Policy is subject to the following clauses &/or endorsements &/or warranties printed in this Policy or attached thereto:

**A33 Legal Requirements Warranty**

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

- (i) Fire Services Department, and/or
- (ii) Labour Department, and/or
- (iii) Dangerous Goods Ordinance, and/or
- (iv) Factories and Industrial Undertakings Ordinance, and/or
- (v) Any other Statutory Obligation

including any notice given and requirements made pursuant to same the breach and disregard of which may affect or increase the risk hereby insured except only that this Warranty shall not apply in respect of any Ordinance, Regulation Notice or Requirement expressly waived by the Company by Endorsement on this Policy.

**A34 Storage Warranty**

Warranted no waste materials or goods of any description whatsoever whether belonging to the Insured or not shall be stored temporarily or otherwise on any passageway within or in common use with the premises described in the Policy.

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

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

**A19 Reinstatement Value Insurance**

In the event of the property insured other than stock, work in progress, documents or manuscripts, business books and electronic data processing media, pedal cycles and other personal effects being lost, destroyed or damage the basis upon which the amount payable is to be calculated shall be the reinstatement of the said property.

For the purposes of the insurance under this memorandum 'reinstatement' shall mean: The carrying out of the aftermentioned work, namely:

- (a) Where property is destroyed, the re-building of the property, if a building, or, in the case of other property, its replacement by similar property, in either case in a condition equal to but not better or more extensive than its condition when new.
- (b) Where property is damaged, the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

### Special Provisions

1. The work of reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable despatch; otherwise no payment beyond the amount which would have been payable under the policy if this memorandum had not been incorporated therein shall be made.
2. When any property insured under this memorandum is damaged or destroyed in part only the liability of the Company shall not exceed the sum representing the cost which the Company could have been called upon to pay for reinstatement if such property had been wholly destroyed.
3. No payment beyond the amount which would have been payable under the policy if this memorandum had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred.
4. Each item incurred under this memorandum is declared to be separately subject to the following Condition of Average, namely:  
If at the time of reinstatement the sum representing the cost which would have been incurred in reinstatement if the whole of the property covered by such Item had been destroyed exceeds the sum insured thereon at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril hereby insured against then the Insured shall be considered as being his own insurer for the excess and shall bear a ratable proportion of the loss accordingly.
5. No payment beyond the amount which would have been payable under the policy if this memorandum had not been incorporated therein shall be made if at the time of any destruction or damage to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth herein.
6. Where by reason of any of the above special provisions no payment is to be made beyond the amount which have been payable under the policy if this memorandum had not been incorporated therein the rights and liabilities of the Company and the Insured in respect of the destruction or damage shall be subject to the terms and conditions of the policy, including any Condition of Average therein, as if this memorandum had not been incorporated therein.

### **Theft, burglary or robbery loss Exclusion**

Notwithstanding anything to the contrary contained in this Policy, it is hereby agreed that the Company shall not be liable in respect of any loss of or damage due to burglary, robbery or theft.

### **Drones & related accessories Exclusion**

This Policy does not cover any kind of drones and/or related accessories.

### **Warranty Period Exclusion**

The Company shall not be liable for any loss of or damage to Insured Property if the property is covered by manufacturer's original warranty, other repairer's warranty or any other warranty in effect.

### **Deletion of Policy Provision 2 - Under Insurance**

It is agreed that Under Insurance is deemed to be deleted under this Policy.

### **Memorandum No.1**

Notwithstanding anything contained herein to the contrary, this Policy is issued as a Master Policy providing insurance cover to the Insured Property purchased by the Insured from Club Shopping website [shop.theclub.com.hk](http://shop.theclub.com.hk) or Club Shopping mobile application and effect cover within 30 days from the date of purchase subject to the provisions specified below:

- 1) The Insured Property: As specified on the Policy Schedule.
- 2) Sum Insured: As per invoice price of the Insured Property. This invoice price will be deemed as the reinstatement value of the Insured Property during the Period of Insurance.
- 3) Period of Insurance: 12 months from the delivery date of the Insured Property stated on the invoice issued by Club Shopping.

- 4) No renewal will be invited after the Period of Insurance in (3) above.
- 5) The Insured must be a Hong Kong resident with age of 18 or above.
- 6) The claimant must be the owner of the Insured Property and deemed as the Insured at time of loss.
- 7) Original invoice of the Insured Property is required in case of claim incurred.
- 8) Maximum claim amount of each and every item of Insured Property is limited to HK\$20,000 or invoice price of the Insured Property whichever is the lesser during the 12 months Period of Insurance.
- 9) The Company may at its option, pay the amount of the loss or damage by cash or coupon, repair or replace the property damaged or destroyed, or any part thereof.
- 10) Definition of Electronic Products in this insurance:  
Electronic Products: Electronic Products in this insurance means products that are dependent on electric currents or electromagnetic fields in order to work properly and available in the Products Categories of Electronics in Club Shopping Website [shop.theclub.com.hk](http://shop.theclub.com.hk) or Club Shopping mobile application. This definition also includes accessories of these Electronic Products whether these accessories dependent on electric currents or electromagnetic fields to work or not.
- 11) This Master Policy can be cancelled by either the Company or Policy Holder by giving thirty (30) calendar day's prior notice to the other party

All other terms, limits, exclusion and conditions not specified above will follow the original provisions of this Policy.

Subject otherwise to the terms conditions and exclusions of the Policy.

## Property All Risks Insurance

In Consideration of the Insured named in the Schedule herein paying to Bolttech Insurance (Hong Kong) Company Limited (hereinafter called "the Company") the premium mentioned in the said Schedule.

The Company agrees (subject to the terms, conditions and exclusions contained herein or endorsed or otherwise expressed hereon which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Insured to recover hereunder) that if after payment of the first premium any of the property insured be accidentally physically lost destroyed or damaged other than by an excluded cause at any time during the period of insurance or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of this policy, the Company will pay to the Insured the value of the property at the time of the happening of its accidental physical loss or destruction or the amount of such accidental physical damage (accidental physical loss destruction or damage being hereinafter termed Damage) or at its option reinstate or replace such property or any part thereof

Provided that the liability of the Company in respect of any one loss or in the aggregate in any one period of insurance shall in no case exceed

- (i) in respect of each item the sum express in the schedule to be insured thereon or in the whole the total sum insured hereby
- (ii) any limit of liability shown in the schedule

or such other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Company.

## 1. Exclusions

### A. Excluded Causes

This Policy does not cover

1. Damage to the property insured caused by:-

- (a) (i) faulty or defective design materials or workmanship inherent vice latent defect gradual deterioration deformation or distortion or wear and tear
- (ii) interruption of the water supply, gas, electricity or fuel systems or failure of the effluent disposal systems to and from the premises

unless Damage by a cause not excluded in the policy ensues and then the Company shall be liable only for such ensuing Damage.

- (b) (i) collapse or cracking of buildings
- (ii) corrosion rust extremes or changes in temperature, dampness, dryness, wet or dry rot, fungus, shrinkage, evaporation, loss of weight, pollution, contamination, change in colour, flavour, texture or finish, action of light, vermin, insects, marring or scratching

unless such loss is caused directly by Damage to the property insured or to premises containing such property by a cause not excluded in the policy

- (c) (i) theft except from a building and then only if there is violent or forcible entry to or exit from such building
- (ii) acts of fraud or dishonesty
- (iii) disappearance, unexplained or inventory shortage, misfiling or misplacing of information, shortage in supply or delivery of materials or shortage due to clerical or accounting error
- (iv) cracking fracturing collapse or overheating of boilers economisers vessels tubes or pipes nipple leakage or the failure of welds of boilers
- (v) mechanical or electrical breakdown or derangement of machinery or equipment
- (vi) bursting overflowing discharging or leaking of water tanks apparatus or pipes when the premises are empty or disused

unless

- (I) Damage by a cause not excluded in the policy ensues and then the Company shall be liable only for such ensuing Damage
- (II) Such loss is caused directly by Damage to the property insured or to premises containing such property by a cause not excluded in the policy

- (d) (i) coastal or river erosion
- (ii) subsidence ground heave or landslip
- (iii) normal settlement or bedding down of new structures
- (iv) exposure to weather conditions sand or dust when the property insured other than buildings is left in the open or not contained in fully enclosed buildings
- (v) the freezing solidification or inadvertent escape of molten material

2. Damage caused by or arising from:-

- (a) any wilful act or wilful negligence on the part of the Insured or any person acting on his behalf
- (b) cessation of work delay or loss of market or any other consequential or indirect loss of any kind or description whatsoever

3. Damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences, namely:-

- (a) (i) permanent or temporary dispossession resulting from confiscation nationalisation or by any lawfully constituted authority
- (ii) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by one person

provided that the Company is not relieved of any liability to the Insured in respect of Damage to the property insured occurring before dispossession or during temporary dispossession which is otherwise insured by this Policy

- (b) the destruction of property by order of any public authority

In any action, suit or other proceeding where the Company alleges that by reason of the provisions of Exclusions A3 (a) and (b) above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the Insured

4. Damage directly or indirectly caused by or arising from or in consequence of or contributed by:-
- (a) nuclear weapons material
  - (b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exclusion A4(b) combustion shall include any self-sustaining process of nuclear fission.

## **B. Excluded Property**

This Policy does not cover:

1.
  - (a) money, cheques, stamps, bonds, credit cards, voucher, securities of any description jewellery precious stone, precious metals, bullion, furs, curiosities, rare books or work of arts unless specifically mentioned as insured by this Policy and then only in respect of the perils specified below
  - (b) fixed glass
  - (c) glass (other than fixed glass) china, earthenware, marble or other fragile or brittle objects but this shall not exclude Damage (not otherwise excluded) caused by fire, lightning, explosion, aircraft, riot, strikers, locked-out workers, persons taking part in labour disturbances malicious persons, impact by any road vehicle or animals, earthquake, windstorm, flood, bursting, overflowing, discharging or leaking of water tanks, apparatus or pipes.
2. Unless specifically mentioned as insured by this Policy goods held in trust or on commission, documents, manuscripts, business books, computer systems, records, patterns models, moulds, plans design, explosives.
3.
  - (a) vehicles licensed for road use (including accessories thereon) caravans, trailers, railway, locomotives or rolling stock, watercraft, aircraft, spacecraft or the like
  - (b) property in transit other than within the situation of risk specified in the Schedule
  - (c) property or structures in course of demolition construction or erection and materials or supplies in connection therewith
  - (d) land (including top-soil, back-fill, drainage or culverts) driveways, pavements, road, runways, railway lines, dams, reservoirs, canals, rigs, wells, pipelines, tunnels, bridges, docks, piers, jetties, excavations, wharves, mining, property underground, off-shore property
  - (e) livestock, growing crops or trees
  - (f) property damages as a result of its undergoing any process
  - (g) machinery during installation removal or resiting (including dismantling and re-erection) if directly attributable to such operations
  - (h) property undergoing alteration, repair, testing, installation or servicing including materials and supplies therefor if directly attributable to the operations or work being performed thereon unless Damage by a cause not otherwise excluded ensues and then the Company will be liable only for such ensuing loss
  - (i) property more specifically insured
4. Damage to property which at the time of the happening of such 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.
5. Damage to boilers, economisers, turbines or other vessels, machinery or apparatus in which pressure is used or their contents resulting from their explosion or rupture.

## 2. Under Insurance

If the property hereby Insured shall, at the commencement of any Damage, be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own Insurer for the difference, and shall bear a ratable proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this Condition.

## 3. Deductibles

This Policy does not cover the amounts of the deductibles stated in the Schedule in respect of each and every loss as ascertained after the application of all other terms and conditions of the policy including any Condition of Average.

Warranted that during the currency of the policy the Insured shall not effect insurance in respect of the amounts of the deductibles stated in the Schedule.

## 4. General Conditions

### 4.1 Identification

This Policy and the Schedule (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they shall appear.

### 4.2 Misdescription

If there be any material misdescription by the Insured or any one acting on his behalf of any of the property hereby insured, or of any building or place in which such property is contained, or of the business or premises to which this insurance refers or any misrepresentation as to any fact material to be known for estimating the risk or any omission to state such fact, the Company shall not be liable under this Policy for the property affected by any such misdescription, misrepresentation or omission.

### 4.3 Cancellation

This Policy may be cancelled at any time:

- (a) by the Insured on notice to that effect being given in writing to the Company, in which case the Company will retain the short period rate as per table specified below for the time the Policy has been in force subject to a minimum premium of HK\$400 to be retained by the Company.

Period of Insurance already cover	Refund Premium
Not exceeding 1 month	90% of Premium Paid
2 months	80% of Premium Paid
3 months	70% of Premium Paid
4 months	60% of Premium Paid
5 months	50% of Premium Paid
6 months	40% of Premium Paid
7 months	30% of Premium Paid
8 months	20% of Premium Paid
9 months	10% of Premium Paid
Over 9 months	No refund

- (b) by the Company on 7 days' advance notice to that effect being given in writing to the Insured's last known address, in which case the Company shall be liable to repay on demand a ratable proportion of the premium for the unexpired term from the date of the cancellation.



#### 4.4 Forfeiture

All benefits under this Policy shall be forfeited

- (a) if any claim made under this Policy be in any respect fraudulent or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy

or

- (b) if any claim be made and rejected and an action or suit be not commenced within three months after such rejection, or (in case of an arbitration taking place in pursuance of Condition No. 7 of this Policy) within three months after the arbitrator or arbitrators or umpire shall have made their award.

#### 4.5 Subrogation

Any claimant under this Policy shall, at the expense of the Company, do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

#### 4.6 Contribution

If at the time of any loss or damage happening to any property hereby insured, there be any other subsisting insurance or insurance whether effected by the Insured or by any other person or persons, covering either such loss or any part of it or the same property the Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.

#### 4.7 Arbitration

All differences arising out of this Policy shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance. If the parties fail to agree upon the choice of arbitrators or umpires, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve 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.

#### 4.8 Alterations And Removals

Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage obtains the sanction of the Company signified by endorsement upon the Policy, by or on behalf of the Company.

- (a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building or containing the insured property be changed in such a way as to increase the risk of loss or damage.
- (b) If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days.
- (c) If the property insured be removed to any building or place other than that in which it is stated herein to be insured.
- (d) If the interest in the property insured passes from the Insured otherwise than by will or operation of law.

#### 4.9 Claims

If any event giving rise to or likely to give rise to a claim under this Policy comes to his knowledge the Insured shall

- (a) Immediately
  - (i) take steps to minimise the loss or damage and recover any missing property
  - (ii) give notice in writing to the Company and
  - (iii) give notice to the police if the event be theft or suspected theft or wilful or malicious damage

- (b) within 30 days or such further time as the Company may in writing allow deliver to the Company
  - (i) a claim in writing for the loss or damage containing as particular an account as may be reasonably practical of all the several articles or items of property lost or damage thereto respectively, having regard to their value at the time of the loss or damage
  - (ii) particulars of all other insurances if any.

The Insured shall at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect of the claim and the origin and cause of the loss or damage and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and any matter connected therewith.

#### **4.10 Company's Rights**

On the happening of any loss or damage to any of the property insured by this Policy the Company may

- (a) enter and take and keep possession of the building or premises where the loss or damage has happened
- (b) take possession of or require to be delivered to it any property of the Insured in the buildings or on the premises at the time of the loss or damage
- (c) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same
- (d) sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under this Policy or, if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the Conditions of this Policy in answer to any claim.

If the Insured or any person acting on his behalf shall not comply with the requirements of the Company, or shall hinder or obstruct the Company in the exercise of its powers hereunder, all benefit under this Policy shall be forfeited.

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.

#### **4.11 Repair And Replacement**

The Company may at its option, repair or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or may join with any other Company or Companies in so doing, but the Company shall not be bound to repair exactly or completely, but only as circumstances permit and in reasonably sufficient manner and in no case shall the Company be bound to expend more in repair than it would have cost to repair such property as it was at the time of the occurrence of such loss or damage, nor more than the sum insured thereon.

If the Company so elects to repair or replace any property the Insured shall, at his own expense, furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done by the Company with a view to repair or replacement shall be deemed an election by the Company to repair or replace.

If in any case the Company shall be unable to repair or replace the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets, or the construction of buildings, or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be required to repair or replace such property if the same could lawfully be repaired to its former condition.

#### **4.12 Time Limit**

In no case whatever shall the Company be liable for any loss or damage after the expiration of twelve months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

#### **4.13 Reasonable Precautions**

The Insured shall maintain the property in a proper state of repair and take all reasonable precautions to prevent Damage thereto.

#### 4.14 Contracts (Rights of Third Parties) Ordinance

The Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) does not apply to this Policy, and only parties who may enforce the terms of this Policy are the Company and the Insured (or their authorized representatives).

#### 4.15 Renewal

The Company will send the Insured a renewal notice with the renewal terms (the terms may be different from this Policy) if the Company desire to renew this Policy. This Policy will be renewed if the required premium and documents for renewal are received by the Company in accordance with the renewal terms. The renewal of this Policy shall not constitute any waiver of the Company's right under this clause and/or the renewed Policy.

### 5. Special Clauses

#### (The following clauses apply to the Policy)

##### 5.1 War and 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 of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (b) any act of terrorism.

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 (a) and/or (b) above.

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.

##### 5.2 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.

##### 5.3 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.

#### **5.4 Radioactive Exclusion Clause**

This Policy 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:

- 1) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- 2) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- 3) any weapon or other device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

#### **5.5 Sanction Exclusion**

Notwithstanding anything to the contrary in this 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.

#### **5.6 Communicable Disease Exclusion Endorsement (LMA 5393 rev)**

(applicable to the coverage with commencement date on/after 1 January 2021)

- 1. Notwithstanding any provision to the contrary within this policy, this policy does not insure any loss, damage, liability, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
- 2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
  - 2.1. for a Communicable Disease, or
  - 2.2. any property insured hereunder that is affected by such Communicable Disease.
- 3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
- 4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

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

**Endorsement**

Type of Insurance	:	Smart Protection
Date of Issue	:	28th December 2020
Policy Number	:	100138798
Period of Insurance	:	From 16/10/2020 and shall remain continuously in force unless terminated in accordance with its terms
The Policy Holder	:	Club HKT Limited

It is hereby declared and agreed that as from 01.01.2021, this Policy is subject to "Communicable Disease Exclusion Endorsement (LMA 5393 rev)".

Communicable Disease Exclusion Endorsement (LMA 5393 rev)  
(applicable to the coverage with commencement date on/after 1 January 2021)

1. Notwithstanding any provision to the contrary within this policy, this policy does not insure any loss, damage, liability, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
  - 2.1. for a Communicable Disease, or
  - 2.2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

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