ENDORSEMENTS / CLAUSES

(Applicable only if so specified in the Cover Note / Policy Schedule)

TM006 - TERRORISM EXCLUSION ENDORSEMENT

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

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any 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 underwriters allege 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 Assured.

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

TM062 - DRIVING UNDER THE INFLUENCE OF DRINK OR DRUGS EXCLUSION

The Company will not be liable under this Policy in respect of any accident, loss, damage or liability caused, sustained or incurred whilst the Motor Vehicle is being driven by, or is in the charge of, or is under the control of the Insured or Insured Driver:

(a) who is convicted of an offence for being under the influence of drink or drugs to such an extent as to be incapable of having proper control of the Motor Vehicle; or

(b) when the proportion of alcohol in his/her breath, blood or urine exceeds the prescribed limit as stipulated in Section 2 of the Road Traffic Ordinance (Cap.374) as may be amended from time to time or any legislation which replaces the same; or

(c) who is convicted of an offence for failing, without reasonable excuse, to provide a specimen of breath, blood, or urine for testing or analysis as required by law.

TM104 – WORKING RISK LIABILITY EXTENSION

Notwithstanding anything herein contained to the contrary, it is hereby declared and agreed that Section (II) of this policy is extended to cover the Insured's legal liability to third party arising out of the operation of crane, lifting platform, tail-gate or any plant forming part of the Motor Vehicle or permanently attached hereto as stated in the Policy Schedule subject to the following condition:

(a) Limit of Liability HK$1,000,000 any one accident
HK$1,000,000 any one period

(b) Third Party Property Damage Excess HK$15,000 each and every loss

(c) This extension shall be an excess insurance over any other insurance covering the same liability.