

# Fire Insurance Policy

## 火險保險單



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QBE Hongkong & Shanghai Insurance Ltd.

昆士蘭聯保保險有限公司

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**IN CONSIDERATION** of the Insured named in the Schedule hereto paying to **QBE HONGKONG & SHANGHAI INSURANCE LTD.** (hereinafter called the Company), the premium mentioned in the Schedule.

**THE COMPANY AGREES** (subject to the terms exceptions and conditions 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 rights of the Insured to recover hereunder) that if the Property Insured at the Situation described in the Schedule or any part thereof shall suffer any loss destruction or damage (hereinafter referred to as "Damage" caused by fire, or by lightning, or by explosion of boilers or gas used for domestic purposes only, or by any Extra Peril specified in the Schedule, 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 Insured at the time of the happening of its loss or destruction or the amount of such damage or at the Company's option reinstate or replace such Property or any part thereof.

**PROVIDED THAT** the liability of the Company shall in no case exceed:

- in the whole the Total Sum Insured or in respect of any item its Sum Insured at the time of the Damage; or
- if any other Damage shall have occurred during the same period of insurance, the Sum Insured remaining after payment for such Damage unless the Company shall have agreed to reinstate any such Sum Insured.

### EXCEPTIONS

Unless otherwise expressly stated in the Policy, this insurance does not cover:

- Damage occasioned by or through or in consequence of, directly or indirectly, any of the following:
  - fire or explosion resulting from earthquake, volcanic eruption or other convulsion of nature;
  - the Property Insured's own spontaneous fermentation or heating;
  - the Property Insured undergoing any process involving the application of heat;
  - burning whether accidental or otherwise of forests, bush, prairie, pampas or jungle, and the clearing of lands by fire;
  - the burning of property by order of any public authority;
  - riot, civil commotion, strikers or locked-out workers;
  - war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war;
  - mutiny, military or popular uprising, insurrection, rebellion, revolution, military or usurped power, 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;
  - any nuclear weapons material;
  - 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 exception combustion shall include any self-sustaining process of nuclear fission;
  - pollution or contamination not resulting from an insured peril;
  - theft during or after the occurrence of a fire;
  - explosion other than of boilers or gas used for domestic purposes only.
- Damage to any electrical machine, apparatus, or any portion of the electrical installation arising from or occasioned by its own over-running, excessive pressure, short circuiting, self heating, arcing or leakage of electricity arising from whatever cause (lightning included);

- 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 such marine policy or policies had this Policy not been effected;
- Property held in trust or on commission, bullion, unset precious stones, works of art, manuscripts, plans, drawings or designs, patterns, models, moulds, securities, obligations, documents, stamps, coined or paper money, cheques, books of accounts, business books, computer systems records, explosives;
- Consequential loss or damage of any kind or description.

### CONDITIONS

#### 1. Identification

This Policy and the Schedule (which forms an integral part of the 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 may appear.

#### 2. Misrepresentation

If there be any material misdescription of any of the Property Insured, or of any building or place in which such property is contained, or any misrepresentation as to any material fact to be known for estimating the risk, or any omission to state such fact, the Company shall not be liable under this Policy so far as it relates to property affected by any such misdescription, misrepresentation or omission.

#### 3. Reasonable Precautions

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

#### 4. Alterations and Removals

Unless the Insured has obtained the consent of the Company in writing before the occurrence of any Damage, the insurance ceases to attach regarding the Property affected under any of the following circumstances:

- if the trade or manufacture carried on by the Insured be altered, or if any circumstances affecting the Situation insured be changed in such a way as to increase the risk of Damage by any of the Insured Perils;
- if the Situation insured becomes unoccupied and so remains for a period of more than 30 days;
- if the Property Insured is removed from the Situation insured;
- if the interest in the Property Insured passes from the Insured otherwise than by will or operation of law.

#### 5. Cancellation

This Policy may be cancelled at any time at the request of the Insured in writing to the Company and the Premium will be adjusted on the basis of the Company receiving or retaining the customary Short Term Premium or Minimum Premium. The Policy may also be cancelled by the Company giving seven day's notice in writing to the Insured at his last known address and the Premium will be adjusted on the basis of the Company receiving or retaining Pro Rata Premium.

#### 6. Warranties

Every warranty to which the Property Insured or any item thereof is or may be made subject shall from the time the warranty attaches apply and continue to be in force during the whole currency of this Policy, and non-compliance with any such warranty shall be a bar to any claim in respect of such Property or item, provided that whenever this Policy is renewed a claim in respect of Damage occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before commencement of such period.

## 7. Claims (Action by the Insured)

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

- (a) immediately
  - (i) take steps to minimise the Damage and recover any missing property
  - (ii) give notice in writing to the Company
  - (iii) give notice to the Police in the event of deliberate 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 Damage containing as particular an account as may be reasonably practical of all the several articles or items of property Damaged and the amount of Damage thereto respectively, having regard to their value at the time of the Damage
  - (ii) particulars of all other insurances if any;
- (c) at all times at his own expense provide to the Company all such information and available documents or proofs regarding
  - (i) the origin and cause of the Damage and the circumstances under which the Damage occurred
  - (ii) any matter touching the liability or the amount of liability of the Company

as may be reasonably required by the Company together with a declaration on oath or in other legal form of the truth of the claim and any matters connected therewith.

## 8. Forfeiture of Benefits

All benefits under this Policy shall be forfeited:

- (a) if any claim made be in any respect fraudulent;
- (b) if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain benefit under this Policy;
- (c) if any Damage is caused by the wilful act or with the connivance of the Insured;
- (d) if the Insured or any person acting on his behalf shall hinder or obstruct the Company in the exercise of its rights;
- (e) in respect of any claim made and rejected if an action or suit be not commenced within twelve months after such rejection;
- (f) in respect of any claim where arbitration takes place pursuant to Condition 14 of this Policy and an action or suit be not commenced within twelve months after the making of an arbitration award;
- (g) in respect of any claim after the expiration of twelve months from the happening of the Damage, unless such claim is the subject of pending legal action or arbitration.

## 9. Possession Rights

On the happening of Damage in respect of which a claim is made:

- (a) the Company and any person authorised by the Company may without hereby incurring any liability or diminishing any of the Company's rights under this Policy:
  - (i) enter take or keep possession of the premises where such Damage has occurred;
  - (ii) take possession of or require to be delivered to the Company any Property Insured and deal with such Property for all reasonable purposes and in any reasonable manner;
- (b) no Property may be abandoned to the Company whether taken possession of by the Company or not.

## 10. Option to Reinstate

The Company may at its option, repair or replace the Property Damaged, or any part thereof, instead of paying the amount of the Damage, or may join with any other persons companies or insurers 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 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 replace 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 Insured because of any law or 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 sums as would be required to repair or replace such Property if the same could lawfully be repaired to its former condition.

## 11. Average (Underinsurance)

If at the time of Damage, the Property Insured be collectively of greater value than the Sum Insured thereon, the Insured shall bear a share of the Damage corresponding directly to the proportion of underinsurance. Every item, if more than one, of the Property Insured shall be separately subject to this Condition.

## 12. Contribution

If at the time of Damage, there be any other insurance effected by or on behalf of the Insured covering any of the Property Damaged, the liability of the Company hereunder shall be limited to its rateable proportion of such Damage.

If any such other insurance is expressed to cover any of the Property Insured, but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably to the Damage, the liability of the Company hereunder shall be limited to such proportion of the Damage as the sum hereby insured bears to the value of the Property.

## 13. Subrogation

The Insured shall at the request and 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 any other parties, to which the Company shall be or would become entitled or subrogated upon its paying or making good any Damage under this Policy, whether such acts and things shall be or become necessary or required before or after indemnification by the Company.

## 14. Arbitration

If any difference shall arise as to the amount to be paid under this Policy such difference shall be determined by arbitration in Hong Kong 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 Hongkong International Arbitration Centre. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If the 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.

## 15. Minimum Retained Premium Clause

Notwithstanding anything contained herein to the contrary of the policy, in the event of any policy amendment including cancellation requested by the Insured after policy inception, the premium retained by the Company shall be subject to a minimum and non-refundable amount of HK\$500 unless stated otherwise in the schedule or endorsement.

## EXTRA PERILS ENDORSEMENT

This Policy is extended, but only as specified in the Policy Schedule, to cover Damage caused by the Extra Perils described hereunder provided always that all the Conditions of this Policy (except insofar as they may be hereby expressly varied) shall apply as if they had been incorporated herein and for this purpose any Damage by the specified Extra Perils shall be deemed to be Damage by fire within the meaning of this Policy.

### EP01A Aircraft

Damage directly caused by aircraft and other aerial devices or articles dropped therefrom excluding Damage caused by any aircraft for which permission to land has been extended by the Insured.

### EP02A Bush Fire

Damage occasioned by or through or in consequence of the burning of forests, bush, prairie, pampas or jungle and the clearing of lands by fire but excluding such clearing by or on behalf of the Insured.

#### **EP03A Earthquake (Fire & Shock)**

Damage by fire or otherwise, directly caused by earthquake or volcanic eruption, but excluding

- (i) in respect of Damage caused other than by fire
  - (a) the first HK\$3,000 of each and every loss as ascertained after the application of any condition of average and occurring within each and every separate period of 72 consecutive hours during the currency of this Policy
  - (b) metal smoke stacks, awnings, blinds, signs or other outdoor fixtures and fittings unless specifically insured
- (ii) Damage caused by
  - (a) the escape of water from its normal confines whether natural or artificial
  - (b) inundation from the seawhether resulting from earthquake or otherwise.

#### **EP03B Earthquake (Fire Shock & Flood)**

Damage by fire or otherwise, directly caused by earthquake or volcanic eruption, including flood or overflow of the sea occasioned thereby, but excluding in respect of Damage caused other than by fire:

- (a) the first HK\$3,000 of each and every loss as ascertained after the application of any condition of average and occurring within each and every separate period of 72 consecutive hours during the currency of this Policy
- (b) metal smoke stacks, awnings, blinds, signs or other outdoor fixtures and fittings unless specifically insured.

#### **EP04A Explosion**

Damage by fire or otherwise, directly caused by explosion, but excluding

- (i) Damage to boilers, economizers, or other vessels, machinery or apparatus in which pressure is used, or Damage to their contents resulting from their explosion
- (ii) Damage occasioned by or through or in consequence, directly or indirectly, of any act of terrorism committed by any person acting on behalf of, or in connection with, any organization (for the purposes of this exclusion 'terrorism' means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear).

#### **EP05A Vehicle Impact (by third party vehicle)**

Damage by fire or otherwise, caused by impact by any road vehicle, horses or cattle not belonging to or under the control of the Insured or any member of the Insured's household or any person employed by the Insured, but excluding the first HK\$3,000 of each and every loss as ascertained after the application of any condition of average.

#### **EP05B Vehicle Impact (by any vehicle)**

Damage by fire or otherwise, caused by impact by any road vehicle, horses or cattle, but excluding the first HK\$3,000 of each and every loss as ascertained after the application of any condition of average.

#### **EP06A Riot & Strike**

Damage directly caused by

- (a) the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not)
- (b) the wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out
- (c) the action of any lawfully constituted authority in suppressing or attempting to suppress or in minimising the consequences of any act mentioned in (a) and (b) above

but excluding

- (i) Damage occasioned through or in consequence, directly or indirectly, of
  - (a) any act of terrorism committed by any person acting on behalf of, or in connection with, any organization (for the purposes of this exclusion 'terrorism' means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear)
  - (b) civil commotion assuming the proportions of or amounting to a popular uprising
  - (c) the malicious act of any person (whether or not such act is committed in the course of disturbance of the public peace) not being the wilful act of any rioter striker or locked-out worker in furtherance of a riot or strike or in

resistance to a lock-out

- (ii) Damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation
- (iii) Damage occasioned by
  - (a) permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority
  - (b) permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building

provided nevertheless 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.

#### **EP06C Malicious Damage**

Damage directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace), but excluding

- (i) Damage by explosion
  - (ii) Damage arising out of or in the course of theft or any attempt thereat
- provided that cover under Extra Peril EP06A (Riot & Strike) is in force and subject to the application of the exclusions under that Extra Peril extension wording other than (i)(c).

#### **EP06H Terrorism**

Damage directly caused by any act of terrorism committed by any person acting on behalf of, or in connection with, any organization (for the purposes of this extension 'terrorism' means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear), provided always that cover under Extra Peril EP06A (Riot & Strike) is in force and subject to the application of the terms and exceptions under that Extra Peril.

#### **EP07A Spontaneous Combustion**

Damage by fire only of or to the Property Insured caused by its own spontaneous fermentation, heating or combustion.

#### **EP08A Sprinkler Leakage**

Damage directly caused by water discharged or leaking from the Automatic Sprinkler Installation installed in that part of the Situation insured which is occupied by the Insured but excluding Damage to the said Installation, provided that

- (i) such discharge or leakage of water shall be accidental and shall not be occasioned by or happen through
  - (a) heat caused by fire
  - (b) repairs or alterations to the buildings or premises
  - (c) repair, removal or extension of the said Installation
  - (d) the order of the Government or of any Authority
  - (e) explosion, the blowing-up of buildings or blasting
- (ii) the Insured shall at all times take all reasonable steps to prevent damage to the said Installation and, so far as his responsibility extends, to maintain the said Installation, including the automatic external alarm signal, in efficient condition, in the event of any discharge or leakage from the said Installation the Insured shall do and permit to be done all things practicable, whether by removal or otherwise, to save and protect the Property Insured
- (iii) whenever it is intended to make any changes, repairs or alterations to the said Installation, the Insured shall give written notice thereof to the Company
- (iv) the Company shall have access to the Situation insured at all reasonable times for purposes of inspection and if the Company shall notify the Insured of defects in the construction or condition of the said Installation requiring alteration or repairs the Company may also at their option by notice in writing suspend the insurance by this extension until such alteration or repairs shall be duly completed.

#### **EP09B Typhoon, Windstorm (including Flood)**

Damaged by fire or otherwise, directly caused by typhoon or windstorm but excluding

- (i) in respect of Damage caused other than by fire
  - (a) the first HK\$3,000 of each and every loss as ascertained after the application of any condition of average and occurring within each and every separate period of 72 consecutive hours during the currency of this Policy
  - (b) metal smoke stacks, awnings, blinds, signs or other outdoor fixtures and fittings unless specifically insured
  - (c) premises in course of construction, alteration or repair except when all outside doors, windows and other openings are completed and protected

against typhoon or windstorm unless specifically insured

- (ii) Damage caused by
  - (a) subsidence or landslide
  - (b) hail, whether wind driven or not
  - (c) rain entering the building other than through openings made in its fabric by the direct force of the typhoon or windstorm
- (iii) Damage caused by
  - (a) the escape of water from its normal confines whether natural or artificial
  - (b) inundation from the seaunless directly resulting from typhoon or windstorm.

#### **EP09C Typhoon, Windstorm & Flood**

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

- (i) in respect of Damage caused other than by fire
  - (a) the first HK\$3,000 of each and every loss as ascertained after the application of any condition of average and occurring within each and every separate period of 72 consecutive hours during the currency of this Policy
  - (b) metal smoke stacks, awnings, blinds, signs or other outdoor fixtures and fittings unless specifically insured
  - (c) premises in course of construction, alteration or repair except when all outside doors, windows and other openings are complete and protected against typhoon or windstorm unless specifically insured
- (ii) Damage caused by
  - (a) subsidence or landslide
  - (b) hail, whether wind driven or not
  - (c) rain entering the building other than through openings made in its fabric by the direct force of the typhoon or windstorm
- (iii) Damage caused by accumulation of water resulting from circumstances where the Insured could, but has failed to, take reasonable steps to prevent such accumulation.

#### **EP10A Water Tanks, Apparatus & Pipes**

Damage directly caused by bursting or overflowing of water tanks, apparatus or pipes but excluding

- (i) the first HK\$3,000 of each and every loss as ascertained after the application of any condition of average
- (ii) Damage to water tanks apparatus or pipes
- (iii) Damage caused by water discharged or leaking from any installation of automatic sprinklers.

#### **EP11A Landslip and Subsidence**

In consideration of the payment of additional premium, it is hereby agreed and declared that notwithstanding anything in the written Policy contained to the contrary the insurance under this Policy shall extend to cover:

Loss of or damage to the property insured directly caused by subsidence of the site or landslide, occurring within the period stated in the Schedule but excluding:

- (i) loss or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences:
  - (a) Coastal erosion
  - (b) Heave
  - (c) Bedding down of structures or the settlement of made up ground within 5 years of the completion of such works
- (ii) loss of or damage to paths drives fences gates boundary and retaining walls caused by subsidence and/or landslide;
- (iii) unless otherwise specifically insured, the cost of removal of subsidence and/or landslide debris or the making good of the site following subsidence and/or landslide except in so far as is necessary to repair the property insured;
- (iv) loss or damage directly occasioned by or through defective design or workmanship or the use of defective materials;
- (v) consequential loss or damage of any kind or description;
- (vi) the first HK\$10,000 or 10% of each and every loss, whichever is the greater, as ascertained after the application of any condition of average and occurring within each and every separate period of 72 consecutive hours during the currency of this Policy.

WARRANTED:

- (1) The Insured shall maintain the insured property in sound repair and shall take all responsible steps to prevent damage from the perils covered hereby.
- (2) The Insured shall notify the Company immediately:
  - (i) any excavations are commenced beneath, around or in the vicinity of the insured property. In such event the Company shall have the right to vary or cancel the cover provided under this Policy;
  - (ii) of the operation of an insured peril affecting any part of the site (whether or not the insured property is involved) or its nearby surroundings.

#### **CLAUSES AND WARRANTIES**

(Operative only if indicated in the Schedule otherwise the following clauses and warranties enumerated below form no part of the terms and conditions of this Policy.)

##### **A11 Lien Clause**

Loss, if any, under this policy shall be payable to the Lien Holder/s named in the Schedule of the Policy as their interest may appear, whose receipt will be a valid discharge.

##### **A12 Mortgagee/Non-Occupying Landlord Clause**

It is hereby declared and agreed that this insurance shall not be invalidated by any change of occupancy or increase of risk taking place in the property without the knowledge of the Insured, provided that he shall immediately, on the same coming to his knowledge, give notice thereof to the Company and pay any additional premium which may be required from the date of such increase of risk.

##### **A13 Mortgagee Clause**

Loss, if any, under this policy shall be payable to the Mortgagee/s or Assignee/s named in the Schedule of the Policy to the extent of their interest. It is hereby agreed that in the event of loss or damage, the Company will pay the Mortgagees or said Assignees to the extent of their interest and that this insurance in so far as concerns the interest therein of the Mortgagees or said Assignees only shall not be invalidated by any act or neglect of the Mortgagor or Owner of the Property Insured, nor by anything whereby the risk is increased being done to, upon or in any building hereby insured, without the knowledge of the Mortgagees or said Assignees provided always that the Mortgagees or said Assignees shall notify the Company of any change of ownership or alteration or increase of hazard not permitted by this insurance as soon as such change, alteration or increase shall come to their knowledge, and on demand shall pay to the Company the appropriate additional premium from the time when such increase of risk first took place.

And it is further agreed that whenever the Company shall pay the Mortgagees or said Assignees any sum or loss or damage under this policy, and shall claim that as to the Mortgagor or Owner no liability therefore existed the Company shall at once be legally subrogated to all rights of the Mortgagees or said Assignees to the extent of such payment and the Mortgagees or said Assignees shall do and execute all such further or other acts, deeds, transfers, assignments, instruments and things as may be necessary or be reasonably required by the Company for the purpose of better effecting such subrogation, but such subrogation shall not impair the right of the Mortgagees or said Assignees or recover the full amount of their claim.

Provided that as between the Company and the Mortgagor or Owner of the Property Insured nothing contained in this clause shall in any way constitute or be deemed to constitute any waiver of, or prejudice or affect any rights which the Company may have against the Mortgagor or Owner of the Property Insured, or lessen any obligations which may be imposed on the Mortgagor or Owner of the Property Insured either by or under this policy or by law, and such rights and obligations shall as between the Company and the Mortgagor or Owner of the Property Insured remain in full force and effect.

The Company reserves the right to cancel this policy at any time as provided by the terms thereof, but in such case this policy shall continue in force for the benefit only of the Mortgagees or said Assignees for 10 days after notice to the Mortgagees or said Assignees of such cancellation, and shall then cease, and the Company shall have the right on like notice to cancel this agreement.

##### **A19 Reinstatement Value Insurance**

It is hereby agreed that in the event of Property Insured under the written policy being destroyed or damaged the basis upon which the amount payable under (each of the said items of) the policy is to be calculated shall be the reinstatement of the property destroyed or damaged, subject to the following special provisions and subject also to the terms and conditions of the policy except in so far as the same may be varied hereby.

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 insured 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 would 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.

#### A22 Rent Clause

The insurance on rent applies only if (any of) the said building(s) or any part thereof is unfit for occupation in consequence of its destruction or damage and then the amount payable shall not exceed such proportion of the sum insured on Rent as the period necessary for reinstatement bears to the term of Rent insured.

#### A33 Legal Requirements Warranty

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

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| (i) Fire Services Department                        | and/or |
| (ii) Labour Department                              | and/or |
| (iii) Dangerous Goods Ordinance                     | and/or |
| (iv) Factories and Industrial Undertaking 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

staircase or landing or in 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.

#### B24 Occupancy Warranty A

Warranted no goods or merchandise, other than samples, stored in the within described premises.

#### B25 Occupancy Warranty B

Warranted no trade processing or manufacturing carried on at the within described premises.

#### B54 Storage Warranty (Shops)

- (a) Warranted no trade processing or manufacturing carried on in the premises which involves the use of
  - (i) machinery with a motive power in excess of 5 H.P. in the aggregate
  - (ii) heating or boiling apparatus other than of the small domestic type
- (b) Warranted no storage or deposit for sale of:
  1. Acids
  2. Alcohols
  3. Ammunition, Explosive, Fireworks and Fire crackers
  4. Bamboo, Cane, Willow, Rattan and articles made therefrom
  5. Benzene and Benzine
  6. Calcium carbide
  7. Candles and Wax
  8. Chlorates, Perchlorates and Chlorites
  9. Compressed Gases
  10. Cotton, Hemp, Jute and Kapok (except in fully machine pressed and metal bound bales)
  11. Cotton quilts
  12. Films (nitrocellulose base)
  13. Firewood, Charcoal and Coal
  14. Flammable substances having a flash point below 150°F
  15. Insecticides having a flash point below 150°F
  16. Joss sticks and paper
  17. Kerosene
  18. Liquefied petroleum gases
  19. Matches, other than in tin-lined cases
  20. Matting and Mat bags\* (other than seagrass matting)
  21. Naphtha
  22. Nitrates and Nitrites
  23. Oils having a flash point below 150°F
  24. Oily and greasy rags and waste
  25. Paints, Enamels and Lacquers having a flash point below 150°F
  26. Paper flowers, lanterns and the like and Paper shavings
  27. Peroxides
  28. Petrol and Petroleum spirits
  29. Phosphorus
  30. Potable spirits in containers other than bottles and jars
  31. Printing inks having a flash point below 150°F
  32. Resins having a flash point below 150°F
  33. Sodium hydroxide (Caustic soda)
  34. Wood wool and shavings

\* Matting and Mat bags are permitted if used solely for packing or covering other goods on the premises. 🗑️

## 火險保險單（本譯文僅供參考）

茲承受保人付承保表內開列之約定保險費給與昆士蘭聯保保險有限公司（下稱本公司）。

本公司同意依照保險單所載條件、除外責任、基本條款及各種性質之批改書作為受保人根據保險索償的先決條件，凡在本保險單所載之保險期內或在受保人已付了本公司同意接受之續保保費後，如所保之全部及部份財產因火警、閃電、或家用鍋爐及家用氣體燃料爆炸或任何約定之附加險而引致滅失或損毀（下稱損毀）本公司應向受保人給付所保財產損毀前之價值賠償金或損毀金額或由本公司選擇回復其損失前之原狀或更換或修理全部或部份之財產。

但在任何情況下，本公司之責任都不會超過：

- (a) 損毀時之總保額或各分項之保額；
- (b) 在同一保險期間內曾發生損毀事故引致賠款後保額之餘額，除非本公司同意受保人恢復到原來之保額。

## 除外責任

除非本保險單另有說明，本保險不保障下列各項：

1. 因下列任何事故或其直接或間接結果而引致之任何損毀：
  - (a) 地震、火山爆發或其他自然災害所引致火災或爆炸；
  - (b) 所保財產本身變化自燃發熱；
  - (c) 所保財產在加工過程中涉及熱力之烘焙；
  - (d) 不論是意外與否而引起之森林、叢樹、平野、曠野或草叢之焚燒及以火開拓或清理土地；
  - (e) 由政府機關下令焚燒的財產；
  - (f) 暴動、民眾騷動、罷工或因工業行動引致閉廠之工人；
  - (g) 戰爭、侵略、外敵行為、戰鬥或類似戰爭（不論宣戰與否）之行動、內戰；
  - (h) 謀反、軍隊嘩變或民眾騷亂、起義、叛亂、革命、軍事或篡權、戒嚴或圍困狀態，或任何事件引起公佈或維持戒嚴或圍困狀態；
  - (i) 任何核武器材料；
  - (j) 核子游離輻射、核子燃料或其燃燒而產生廢料所引致之輻射能的污染，上述核子燃燒應包括自發的核子分裂在內；
  - (k) 非因本保險單所保之危險而引致的污染或污染；
  - (l) 火警發生時或發生後因盜竊而引致之損失；
  - (m) 除家用鍋爐或家用氣體燃料以外所引致的爆炸。
2. 電機、電器或電力裝置的任何部份因其本身之過度運轉、超壓、短路、發熱及任何原因（包括閃電在內）而引致的電弧或漏電而造成的損毀。
3. 在財產發生損毀時，除本保險單外，若有其他水險保險單同時承保該財產損毀之損失。本保險單只負責賠償當假設本保險單並沒有發出時超出那些水險保險單應負責之金額。
4. 因受委託或寄售而持有之財物、金銀條塊或未經裝鑲之珠寶玉石、藝術品、文稿、圖則、圖畫或設計、圖案、模型、工模、股票、證券、債券、各種文件、郵票、錢幣或紙幣、支票、帳簿、商業簿記、電腦系統之記錄及爆炸品。
5. 任何種類或形式的後果損失或損毀。

## 基本條款

### 1. 認別

本保險單及作為保險單組成部份的承保表應視為一完整之合約，凡任何在本保險單內或承保表內有其特定含義之詞或句均在其出現之處有其特定之含義。

### 2. 誤報

凡關於所保之財產或置存該項財產的房屋或處所，如有實質上之誤報或關於估計危險有關之事項有偽報或漏報等情況，則本公司在本保險單對該項誤報、偽報或漏報有影響之財產都一概不負責任。

### 3. 合理之預防措施

受保人應保持所保之財產處於良好狀態，並採取一切合理的預防措施以防損毀發生。

### 4. 變更及搬遷

除在發生損毀前受保人已事先得到本公司之書面同意者外，下列任何一項情況發生時，本保險單所受保及受影響之財產的保障都會失效：

- (a) 如果受保人所從事之商業或製造業有所改變或所保之處所在任何變更情況下增加了受保財產損毀的危險；

- (b) 如果受保之處所空置超過三十天以上者；
- (c) 如果受保之財產搬移到保險處所以外者；
- (d) 如果擁有受保財產之權利由被保人轉移給其他人者，但並不包括因遺囑或法律上之當然轉移。

## 5. 取消保險單

本保險單可於下列情況隨時取消：

- (a) 在受保人之書面取消通知本公司生效後，本公司將按照現行短期保費率扣除有效期間之保費；
- (b) 在本公司提前七日之取消通知書寄至受保人之最後已知的地址後，本公司將按比例退還自取消日起計之未到期之保費。

## 6. 保證條款

有關受保財產或其中任何物品，受保人須在附加之保證條款生效後及受保期間內遵守每一保證條款，不遵守任何保證條款則不能對有關的財產或物品提出索償。但如果本保險單需要續保而在續保期間發生損毀時，則不能以受保人未在續保期間開始前遵守保證條款為理由而拒絕賠償。

## 7. 索賠步驟

若受保人得悉事故發生會引致或可能引致本保險單之索賠，受保人應該：

- (a) 立即：
  - (i) 採取措施減輕損毀之程度並尋求任何失物，
  - (ii) 書面通知本公司，
  - (iii) 報告警方有關故意或惡意的破壞；
- (b) 於三十天內或在本公司有書面許可的延長期間內送交本公司如下資料：
  - (i) 列出要求損毀賠償清單，在實際可能範圍內分項詳載各項損失財產及其以損失時之價值為準之損失額，
  - (ii) 如有其他保險，詳述其有關資料；
- (c) 隨時在本公司合理要求自費向本公司提供下列有關之資料、文件或證明：
  - (i) 損毀之起源和原因以及發生的情形，
  - (ii) 任何涉及與本公司有關的責任或其賠償金額的事情；並應提交經宣誓或其他法律上聲明書以證明其索賠以及各有關事項之真實。

## 8. 利益之喪失

在下列情況下本保險單之一切利益均即喪失：

- (a) 如有欺詐之賠償要求；
- (b) 如受保人或其代表用虛偽聲明或欺詐手段圖謀本保險單之利益；
- (c) 如損毀是受保人故意或其縱容行為所致；
- (d) 如受保人或其代表妨礙或阻止本公司行使自己的權利；
- (e) 如在賠款要求拒絕後，法律訴訟不在十二個月內起訴；
- (f) 對於根據本保險第十四條之規定而作出之賠償仲裁，如在宣判後十二個月內不起法律訴訟；
- (g) 如在發生損毀之十二個月期滿後而作出的賠償要求，除非該索賠有待法律訴訟或仲裁調解。

## 9. 持有權利

當損毀索償發生時：

- (a) 本公司及其任何授權人在不承擔任何責任或不減少本公司保險單給與之權利下可處理以下事項：
  - (i) 進駐或收管發生損毀的處所，
  - (ii) 接管受保的財產或須將該項財產交與本公司，本公司會以一切合理的方式及方法處理該財產；
- (b) 受保人不得遺棄任何已接管之財產給本公司。

## 10. 恢復原狀

本公司自己或聯同其他人、其他公司或其他保險公司，可自由選擇修理或更換全部或任何部份之損毀來代替賠款，但本公司不擔保修理到絲毫無異，只可以在相當合理情形下修復之。無論在任何情況下本公司都無須支付多過財產損毀時所需之修理費用，亦不能超過該財產之保額。

如果本公司選定修理或更換任何財產，則受保人應自費提供本公司所需的圖則、說明書、尺寸、數量以及其他本公司要求的細節。又本公司有計擬修理或更換之

行動不能當作本公司已決定修理或更換。

如果因為有關現行街道分佈或房屋建築之法律或規則或其他事由引致本公司不能修理或更換所保之財產則本公司僅須給付前法例許可下修理或更換之費用。

#### 11. 比例分攤（不足額保險）

如果本保險單所保之財產發生損毀時，其總值高過其保額，則受保人須按照不足額保險之比例分攤其損失。若本保險單所保之財產不止一項時，應逐項分開分別按照本條之規定分攤之。

#### 12. 分攤賠款

如果在所保財產發生損毀時，受保人或其代表另有其他保險承保任何損毀之財產，本公司僅負擔按照比例分攤損失之責任。

如果該其他保險只承保其中之一部份財產，而另有條款規定不能與本保險共同分攤全部或部份損失或按比例分攤損失，則本公司僅負擔按照保額與財產價值的比例分攤損失之責任。

#### 13. 代位求償

受保人須就本公司自費要求行使關於本公司按照本保險單在支付賠款或恢復原狀之後而得的代位求償權利同意及協助本公司向第三者追償或追究責任之一切合理行，不論本公司在賠償以前或以後提出要求，受保人均應同意辦理或允許本公司辦理。

#### 14. 仲裁

如果對本公司保險單之賠償額發生爭議，該爭議應根據現行的仲裁法例來仲裁決定。若雙方對選擇仲裁人或公斷人不能達成協議，則轉交到當時的香港國際仲裁中心之主席去評選。本保險單規定要首先獲得仲裁裁決方可對本保單提出法律訴訟。

#### 附加險批單

本保險單擴大保障範圍至下述附加險所引致之損毀（只限於承保表內所指定之附加險），惟無論如何本保險單之所有條款仍然適用（根據下述之附加險所明確更改者除外），而指定之附加險內所述之任何損毀均視作因火警引致之損毀。

#### EP01A — 飛機附加險

因飛機及其他航空機器或由其墜落之物件所直接引致之損毀，但不包括由於受保人批准之飛機降落引致之損毀。

#### EP02A — 山火附加險

因森林、叢樹、平野、曠野或草叢之焚燒及以火開拓或清理土地所引致之損毀，但不包括由受保人或其代理人用火開拓或清理土地所引致之損毀。

#### EP03A — 地震（火警及震動）附加險

因地震或火山爆發直接引致火警或其他災險所造成之損毀，但不包括：

##### (i) 有關火警以外引致的損毀

##### (a) 每次損失之首港幣3,000元

每次損失是指每一事故按比例分攤條款計算後之損失，而保險期間內每連續72小時內發生的事故均視為一次事故；

##### (b) 金屬煙囪、帆布篷、窗簾、招牌或其他戶外裝修，但特別承保者除外；

##### (ii) 因下列原因引致的損毀

##### (a) 從平常儲水地（無論其從天然或人工範圍）的洩水；

##### (b) 海水氾濫；

不論其是否起因於地震或其他災險。

#### EP03B — 地震（火警、震動及洪水）附加險

因地震、火山爆發包括其所引發洪水或海潮泛濫所直接引致火警或其他災險所造成的損毀。

但不包括有關火警以外引致的損毀：

##### (a) 每次損失之首港幣3,000元

每次損失是指每一事故按比例分攤條款計算後之損失，而保險期間內每連續72小時內發生的事故均視為一次事故；

##### (b) 金屬煙囪、帆布篷、窗簾、招牌或其他戶外裝修，但特別承保者除外；

#### EP04A — 爆炸附加險

因爆炸直接引致火警或其他災險所造成的損毀，但不包括：

##### (i) 鍋爐、節熱器或其他汽壓容器、使用壓力的機器或裝置因發生爆炸引致的損毀；或內置部件因其本身爆炸所引致的損毀；

##### (ii) 因任何人或與任何組織發動的恐怖主義活動直接或間接結果引致的損毀（本條文中恐怖主義活動之含意是為達致政治目的而使用暴力，包括為引起公眾或部份公眾恐慌而使用暴力）。

#### EP05A — 汽車碰撞（由第三者汽車引致者）附加險

因非受保人或其家屬或僱員所有或受其控制的汽車、馬或牛碰撞引致火警或其他災險所造成的損毀。但不包括每次損失按比例分攤條款計算後之首港幣3,000元。

#### EP05B — 汽車碰撞（由任何汽車引致者）附加險

因汽車、馬或牛碰撞引致火警或其他災險所造成的損毀，但不包括每次損失按比例分攤條款計算後之首港幣3,000元。

#### EP06A 暴動及罷工附加險

因下述情況所直接引致之損毀：

- (a) 任何人於參與他人共同擾亂公眾安寧時之行為（不論是否有關罷工或被停工）；
- (b) 任何罷工人士或被停工人士因罷工或抗拒被停工時之故意行為；
- (c) 任何合法地組成的主管當局於壓制上述(a)及(b)項所述之行為時，或於嘗試壓制此行為時，或於力圖減輕其後果時所採取之行動。

但不包括

##### (i) 由下述情況不論直接或間接所引致之損毀：

- (a) 任何人替任何團體執行或執行與任何團體有關之恐怖主義活動時所直接引致之損毀（本條文中恐怖主義活動之含意是為達致政治目的而使用暴力，包括為引起公眾或部份公眾恐慌而使用暴力）。
- (b) 規模達致叛亂程度之民眾騷動；
- (c) 任何人之惡意行為（不論是否有關擾亂公眾安寧）但不屬於任何暴民、罷工人士或被停工人士因暴動或罷工或抗拒被停工時之故意行為；

##### (ii) 由完全停工或部份停工或耽誤工序或干擾工序或停止工序所引致之損毀；

##### (iii) 由下述情況所引致之損毀：

- (a) 因任何合法組成的主管當局執行充公或徵用而致之永久性或短暫性喪失使用權；
- (b) 因任何人非法佔用任何建築物而致之永久性或短暫性喪失該建築物之使用權；

但本公司對受保人於永久性喪失使用權之前或於短暫性喪失使用權期間內受保財產所受之實質損毀仍負賠償責任。

#### EP06C — 惡意損毀附加險

因任何人之惡意行為（不論是否有關擾亂公眾安寧）所直接引致之損毀，但不包括：

- (i) 由爆炸所造成之損毀；
- (ii) 因盜竊或意圖盜竊所造成的損毀。

惟保障須以有效之附加險EP06A“暴動及罷工”為受保前題，並以該附加險之除外責任條款《但第(i)(c)項除外》為依據。

#### EP06H — 恐怖主義活動附加險

因任何人或任何組織發動的恐怖主義活動時直接引致之損毀（本條文中恐怖主義活動之含意是為達致政治目的而使用暴力，包括為引起公眾或部份公眾恐慌而使用暴力）。惟無論如何，保障須以有效之附加險EP06A“暴動及罷工”為受保前題，並以該附加險之條件及除外責任條款為依據。

#### EP07A — 自然附加險

因所保財產本身發酵、發熱或自燃引起火警而造成的損毀。

#### EP08A — 消防灑水裝置滲漏附加險

因在受保人佔用之所保處所內的自動消防灑水裝置噴水或滲漏直接引起之損毀，惟不包括裝置本身損壞，但：

##### (i) 噴水或滲漏事故必須純屬意外而非由下述原因引致：

- (a) 由火產生之熱力；
- (b) 建築物或處所的維修或改裝；
- (c) 消防灑水裝置的維修、搬遷或延伸；
- (d) 政府或有關當局之命令；
- (e) 爆炸、以爆破方式拆卸建築物或炸藥爆破。

##### (ii) 受保人須時刻採取一切合理措施以防止上述裝置的損毀，並盡力在自己責任範圍內保持該裝置、包括外置的自動警告訊號系統的效能。如有噴水或滲漏情況，受

保人應盡一切可行辦法搶救及保護所保財產，包括把所保財產搬移或保留在原處。

- (iii) 如受保人欲對上述裝置作任何改變、維修及變更，須在事前以書面通知本公司。
- (iv) 本公司可於任何合理時間視察所保處所，若本公司通知受保人需將出現毛病的建築結構或消防灑水裝置變更或維修，本公司亦可選擇以書面通知受保人暫停本附加險的保障直至有關變更或維修切實完成為止。

#### EP09B — 颱風及暴風（包括洪水）附加險

因颱風或暴風直接引致火損或其他損毀，但不包括：

- (i) 有關火警以外引致的損毀：
  - (a) 每次損失之首港幣3,000元  
每次損失是指每一事故按比例攤條款計算後之損失，而保險期間內每連續72小時內發生的事故均視為一次事故；
  - (b) 金屬煙囪、帆布篷、窗簾、招牌或其他戶外裝修，但特別承保者除外；
  - (c) 建築、改建或修理中之房屋，除非其所有戶外門、窗、孔等工程已完成及作好防風措施，但特別承保除外。
- (ii) 因下列原因引致之損毀
  - (a) 地陷及山泥傾瀉；
  - (b) 冰雹，無論是否由風推動；
  - (c) 雨水進入建築物內，但因颱風或暴風之直接力量於建築物結構上所造成的破孔迫入者除外。
- (iii) 因下列原因引致之損毀
  - (a) 從平常儲水地（無論其從天然或人工範圍）的洩水；
  - (b) 海水氾濫但直接起因於颱風或暴風者則除外。

#### EP09C — 颱風及暴風及洪水附加險

因颱風、暴風或洪水直接引致火損或其他損毀，但不包括：

- (i) 有關火警以外引致的損毀：
  - (a) 每次損失之首港幣3,000元  
每次損失是指每一事故按比例攤條款計算後之損失，而保險期間內每連續72小時內發生的事故均視為一次事故；
  - (b) 金屬煙囪、帆布篷、窗簾、招牌或其他戶外裝修，但特別承保者除外；
  - (c) 建築、改建或修理中之房屋，除非其所有戶外門、窗、孔等工程已完成及作好防風措施，但特別承保除外。
- (ii) 因下列原因引致之損毀
  - (a) 地陷及山泥傾瀉；
  - (b) 冰雹，無論是否由風推動；
  - (c) 雨水進入建築物內，但因颱風或暴風之直接力量於建築物結構上所造成的破孔迫入者除外。
- (iii) 因受保人疏忽未能採取合理措施防範而積水所致之損失。

#### EP10A — 水箱、輸水裝置及水管附加險

因水管、輸水裝置及水管爆裂或溢水所致的損毀但不包括：

- (i) 每次損失之首港幣3,000元  
每次損失是指每一事故按比例攤條款計算後之損失；
- (ii) 水管、輸水裝置或水管的損毀；
- (iii) 因自動消防灑水系統噴水或滲漏所引致之損毀。

#### EP11A — 山泥崩塌及地陷險條款

茲聲明因受保人給付附加保險費，雖另有條文聲明不保，本保險單擴展承保在保險期內直接由山泥崩塌或地陷引致之損毀，但不包括：

- (i) 因直接或間接由於下述事件引致的損毀：
  - (a) 海岸的侵蝕
  - (b) 地層升降
  - (c) 建築物基礎下陷或人工堆填土地於完工五年內下陷

- (ii) 因山泥崩塌及/或地陷引致小徑、平道、籬笆、閘門、邊界、護土牆的損毀；
- (iii) 除特別聲明承保者外，搬移山泥崩塌及/或地陷引致的殘廢或重整地盤的費用。除非重整地盤為修理所保財產所必需者；
- (iv) 由於設計或工藝錯誤、或使用劣質物料引致的損毀；
- (v) 任何種類或形式的後果損失或損毀；
- (vi) 每次損失之首港幣10,000或該損失之百分之十以最高者為準；  
每次損失是指每一事故按比例攤條款計算後之損失。而保險期間內連續72小時內發生的事故均視為一次事故。

保證：

- (1) 受保人應保持所保財產處於良好狀態，並採取一切負責任的措施以防上述所保災險的發生。
- (2) 受保人於以下情況下應立即通知本公司：
  - (i) 在所保財產下面，周圍或鄰近地區動工挖掘工程。  
在此情形下，本公司有權改變或取消本保險單所提供的保障；
  - (ii) 發生所保危險而影響所保財產之任何部份（不論是否涉及所保財產）或其周圍環境。⚠

（中文譯本，僅供參考，惟有關條文解釋及引用，以英文版含義為準）

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The information you provide to us is collected to enable us to carry on insurance business and may be used for the purpose of any insurance or financial related product or service or any alterations, variations, cancellations or renewal of such product or service; any claim or investigation or analysis of such claim; and exercising any right of subrogation, and may be transferred to 1) any related company or any other company carrying on insurance or reinsurance related business or an intermediary or a claims or investigation or other service provider providing services relevant to insurance business for any of the above or related purposes; 2) any association, federation or similar organization of insurance companies ("Federation" that exists or is formed from time to time for any of the above or related purposes or to enable the Federation to carry out its regulatory functions or such other functions that may be assigned to the Federation from time to time and are reasonably required in the interest of the insurance industry or any member(s) of the Federation, and 3) any members of the Federation by the Federation for any of the above or related purposes.

Moreover, we are hereby authorized to obtain access to and/or to verify any of your data with the information collected by the Federation from the insurance industry. You have the right to obtain access to and to request correction of any personal information concerning yourself held by us. Requests for such access can be made in writing to the General Administration Officer, QBE Hongkong & Shanghai Insurance Ltd., 17/F, Warwick House, West Wing, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong (Telephone: 2877 8488, Fax: 3607 0300)

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