

Property All Risks

Policy

財產全保保險單



QBE Hongkong & Shanghai Insurance Ltd.

昆士蘭聯保保險有限公司

A member of the worldwide QBE Insurance Group 澳洲昆士蘭保險集團成員

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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, 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 expressed 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 therefor by memorandum thereon or attached hereto signed by or on behalf of the Company.

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;
- (ii) interruption of the water supply gas electricity of 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

- (l) Damage by a cause not excluded in the Policy ensues and then the Company shall be liable only for such ensuing Damage;
 - (ll) 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 landslide;
 - (iii) normal settlement or bedding down of new structures;
 - (iv) wind rain hail frost snow flood sand or dust to movable property in the open or in open sided buildings or to fences and gates;
 - (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) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war;
- (b) mutiny civil commotion assuming the proportions of or amounting to a popular uprising military uprising insurrection rebellion revolution military or usurped power;
- (c) (i) permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority;
- (ii) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any 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.

- (d) 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), (b) and (c) 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 to 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 securities of any description jewellery precious stones precious metals bullion furs curios rare books or works of art 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;
 - (d) Electronic installations computers and data processing equipment;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 property held in trust or on commission documents manuscripts business books computer systems records patterns models moulds plans designs 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 premises 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 roads 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 damaged 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.

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.

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:

- (a) 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;
- (b) if the Situation insured becomes unoccupied and so remains for a period of more than 30 days;
- (c) if the property insured is removed from the Situation insured;
- (d) 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\$1,000 unless stated otherwise in the schedule or endorsement. 

財產全保保險單（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予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，如所保財產全部或部份因意外及實質地滅失或損毀（凡意外及實質地滅失或損毀以下都簡稱損毀），但因除外事故引致者除外。

本公司應向受保人給付所保財產損毀時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，本公司在保險期內每次損失或累積損失責任都不超過：

- (i) 損毀時之各分項之保額或總保額；
- (ii) 本承保表內之責任限額；

或其他由本公司附貼及簽署之批單取代之金額。

除外責任

A. 除外事故

本保單不保障

1. 由下列事故引致被保財產的損毀：

- (a) (i) 設計、物料、或工藝的謬誤或缺陷、潛在瑕疵、潛在缺陷、逐步衰壞、變形、扭曲、或自然損耗；
 - (ii) 供水、氣體、電力、燃料系統的中斷或出入該房屋的排污系統失效；
- 除非引致該損毀的事故並非本保單所列除外事故，則本公司只對該損毀負責賠償。
- (b) (i) 建築物的倒塌或破裂；
 - (ii) 腐蝕、銹蝕、溫度極端或改變、受潮、乾燥、濕或乾腐朽、發霉、萎縮、蒸發、失重、污染、沾染、顏色氣味質地潤飾的轉變、光的作用、白蟻昆蟲損壞、或刮損；

除非該損失是直接由受被保財產或由置存該財產的房屋之損毀所引致，而該損毀並不是保險單所列的除外事故所引致。

- (c) (i) 盜竊，除非該盜竊涉及暴力或強行的方式進入或離開該承保單內列明之建築物；
- (ii) 欺詐或欺騙行為；
- (iii) 失蹤，無緣故或賬項短缺、誤存或誤放資料、供應或送遞物料短缺、或文書或會計錯誤引致的短缺；
- (iv) 破裂、斷裂、塌陷、或鍋爐、節熱器、氣壓容器、管組、或管道噴咀洩漏或鍋爐接焊失效；
- (v) 機械或電機故障，或機器或裝備錯亂；
- (vi) 當房屋空置或廢置時水箱器皿或喉管爆破溢出排放或洩漏；

除非：

- (i) 引致該損毀的事故並非本保單所列除外事故，則本公司只對該損毀負責賠償。
- (ii) 該損失是直接由受被保財產或由置存該項財產的房屋之損毀所引致，而該損毀並不是保險單所列的除外事故所引致。
- (d) (i) 海岸或河道侵蝕；
- (ii) 地陷、地層升降或泥土傾瀉；
- (iii) 人工堆填土地的正常下陷或新建築物基礎下陷；
- (iv) 風雨雹霜水淹沙塵損毀存在室外或在開放式建築物內可搬動財產、欄柵、及閘門；
- (v) 凝固或熔化物疏忽漏出。

2. 由以下事故引致或觸發的損毀：

- (a) 受保人或其代理人的蓄意行為或故意疏忽；
- (b) 停工、延期、或喪失市場，或任何其他後果損失，或任何情況的間接損失。

3. 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) 戰爭、侵略、外敵行為、戰爭或類似戰爭（不論宣戰與否）之行為、內戰；
- (b) 謀反、軍隊嘩變或民眾騷亂、起義、叛亂、革命、軍事或篡權；
- (c) (i) 由任何合法組成的主管當局執行充公、國家徵用或佔用而致成之永久或短暫性喪失該建築物之使用權；
- (ii) 由任何人非法佔用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性喪失使用權內受保財產所受之其它損毀仍負賠償責任。

(d) 由任何政府機構下令對財產的損壞。

如有任何行動、控訴或其他提訴起源於本公司宣稱基於上述除外責任A3(a)、(b)及(c)條款有關破壞或損毀或不獲保險單保障，則認為該損失、破壞或損毀應被保險單所保障的舉證責任將全在受保人一方。

4. 因下列事故或其直接或間接結果而引致之損毀：

- (a) 任何核子武器材料；
- (b) 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沾染，上述核子燃燒包括自發的核子分裂。

B. 不受保之財產

本保險單不保障下列各項：

- 1. (a) 鈔票、支票、郵票、債券、信用咭、各類股票、證券、珠寶玉石、貴價金屬、金銀條塊、皮草、善本書藉或藝術品，如特別聲明承保，則只限於保障以下所保之危險；
- (b) 已固定的玻璃；
- (c) 玻璃（不含已固定玻璃）、瓷器、陶器、大理石或其他易碎及易脆物件；
- (d) 電子設備、電腦及電腦資料處理器材。

但上述項目仍要保障因下述原因引致的損毀（除非聲明不受保外）：

火警、閃電、爆炸、飛機撞擊、暴動、罷工工人及因工業行動引致閉廠的工人及其他人參與勞工騷動、刑事毀壞、汽車或動物碰撞、地震、暴風及洪水、水管爆裂或水箱輸水裝置溢水。

- 2. 因受託或寄售而持有之財物、各種文件、文稿、商業簿記、電腦系統之記錄、圖案、模型、模具、圖則、設計及爆炸品已特別聲明承保者則除外。
- 3. (a) 有牌照行駛之車輛（包括附件）、旅行車及其拖架、鐵路、火車機車及車卡、船、飛機、太空船等。
- (b) 非在本保單承保表列明所保處所內的運輸中財產。
- (c) 正在拆除、興建、裝置的財產或房屋包括物料供應。
- (d) 土地（包括泥土表面、排水渠或陰溝）、行車道、行人路、道路、跑道、火車路軌、水壩、水塘、運河、水井、水管、隧道、橋樑、船塢、碼頭、倉庫、礦場或貯存地下或在海面的財產。
- (e) 牲畜、農作物或植物。
- (f) 在加工程序中引致損毀的財物。
- (g) 在裝置或搬運遷移（包括拆除及重新裝置）中的機器，如該損毀是直接因上述操作所引起。
- (h) 在改裝、修理、測試、安裝或維修中的財產，包括物料及供應，如有關損毀是直接因上述操作所引起，除非引致該損毀的事故並非本保險單所列除外事故，則本公司只對該損毀負責賠償。
- (i) 已有更明確保險承保的財產。
- 4. 在財產發生損毀時，除本保險單外，若有其他水險保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存在時超出那些水險保單應負責之金額。
- 5. 鍋爐、節熱器、渦輪機或其他汽壓容器、使用壓力的機器或裝置，或內置部件因其本身爆炸或破裂所引致的損毀。

免賠償

本保險單不保障本承保表內所載的免賠償金額，該金額適用於每一次根據本保險單的其他條件及條款包括比例分攤條款後計算得的賠款。

受保人必須保證在本保險單有效期間內並無購有保險保障本承保表內所載的免賠額金額。

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既不負責任。

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，本保險單所保及受影響之財產的保障都會失效：

- 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；
- 如果受保之處所空置超過三十天以上者；
- 如果受保之財產搬移到保險處所以外者；
- 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：

- 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；
- 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：

- 立即：
 - 採取措施減輕損毀之程度並尋求任何失物，
 - 書面通知本公司，
 - 報告警方有關故意或惡意的破壞；
- 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：
 - 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，
 - 如有其他保險，詳述其有關資料；
- 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：
 - 損毀之起源和原因以及發生的情形，
 - 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性。

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：

- 如有欺詐之賠償要求；
- 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；
- 如損毀係受保人故意或其縱容行為所致；
- 如受保人或其代表妨礙或阻止本公司行使自己的權利；
- 如在賠款要求拒絕後，法律訴訟不在十二個月內起訴；

- 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；

- 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：

- 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：
 - 進駐或收管發生損毀的處所，
 - 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；
- 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款之規定分攤之。

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動，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。

Personal Information Collection Statement 收集個人資料聲明

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, cancellation 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 Limited, 17/F, Warwick House, West Wing, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong (Telephone: 2877 8488, Fax: 3607 0300)

閣下提供的資料，為本公司提供保險業務所需，並可能使用於：任何與保險或財務有關的產品或服務，或該等產品或服務的任何更改、變更、取消、或續期；或任何索償，或該等索償的調查或分析；或行使任何代位權之用。以上資料，及可能轉移予：1) 任何有關的公司，或任何其他從事與保險或再保險業務有關的公司，或與保險業務有關的中介人或索償或調查或其他服務提供者，以達到任何上述或有關目的；2) 現存或不時成立的任何保險公司協會或聯會或類同組織（聯會），以達到任何上述或有關目的，或使聯會執行其監管職能，或其他基於保險業或任何聯會會員的利益而不時在合理要求下賦予聯會的職能，及3) 或透過聯會轉移予任何聯會的會員，以達到任何上述或有關目的。此外，本公司亦據此獲授權由聯會從保險業內收集的資料中查閱及/或核對閣下任何資料。閣下有權查閱及要求更正由本公司持有有關閣下的個人資料。如有需要查閱，可用書面寄香港鰂魚涌英皇道979號太古坊和域大廈西翼17樓（電話：2877 8488，圖文傳真：3607 0300）向本公司行政事務主任提出。

（如遇爭議，以英文含義為準）

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