

HONG LEONG SMART SAVE HOME BUILDING INSURANCE

This Policy, the Schedule and any Endorsement or Memoranda thereon shall be considered one document (together "Policy") and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout.

COVER

In consideration of the Insured named in the Schedule hereto paying to Hong Leong Insurance (Asia) Limited (hereinafter referred to as "the Company") the Premium mentioned in the Schedule.

The Company agrees (subject to the terms, conditions, provisions 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 on the premises be accidentally physically lost, destroyed or damaged (such loss, destruction or damage being hereunder termed "Damage") 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,

then the Company will pay to the Insured the value of the Property Insured at the time of the happening of the Damage or the amount of such Damage or at its option reinstate or replace such Property Insured or any part thereof.

Provided that the liability of the Company in respect of any one Damage 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 hereon or attached hereto signed by or on behalf of the Company.

EXCLUSIONS

A. EXCLUDED CAUSES

Unless specifically mentioned as insured, this Policy does not cover:

1. Damage 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 or insects, marring or scratching
unless such Damage is caused directly by Damage to the Property Insured or to the premises containing such Property Insured 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) unexplained disappearance 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, economizers, 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 Damage is caused directly by Damage to the Property Insured or to the premises containing such Property Insured 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 Insured in the open or in open sided buildings or to

- fences and gates;
- (v) the freezing, solidification or inadvertent escape of molten material;
- (vi) seepage or leakage of water or rainwater.

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 rising, military rising, insurrection, rebellion, revolution, military or usurped power;
 - (c) acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization. This Exclusion A.3.(c) shall not apply to Damage by Fire;
For the purpose of this Exclusion A.3.(c), "terrorism" means the use of violence for political ends and includes the use of violence for the purpose of putting the public or any section of the public in fear.
 - (d) (i) permanent or temporary dispossession resulting from confiscation, nationalization, 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.
 - (e) order of any public authority.
In any action, suit or other proceeding where the Company alleges that by reason of the provisions of Exclusions A.3. (a), (b) and (c) above any Damage is not covered, the burden of proving that such 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 A.4.(b) combustion shall include any self-sustaining process of nuclear fission.

B. EXCLUDED PROPERTY

Unless specifically mentioned as insured, this Policy does not cover Damage in respect of :

1. (a) money, cheques, stamps, bonds, credit cards, securities of any description, jewellery, precious stones, precious metals, bullion, furs curiosities, rare books or works of art;
- (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 the provisions of Exclusions B.1. (b) and (c) above shall not be applied to Damage (not otherwise excluded) caused by fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, striker, lockout, persons taking part in labour disturbances, malicious persons, impact by any road vehicle or animals, earthquake, windstorm, flood and bursting, overflowing, discharging or leaking of water tanks, apparatus or pipes.
2. goods held in trust or on commission, documents, manuscripts, business books, computer systems records, patterns, models, moulds, plans, designs or 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

- (d) or erection and materials or supplies in connection therewith;
land (including top-soil, backfill, drainage or culverts), driveways pavements, roads, runways, railway lines, dams, reservoirs, canals, rigs, wells, pipelines, tunnels, bridges, docks, piers, jetties, excavations, wharves, mining property or 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 re-siting (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 Damage;
 - (i) property more specifically insured.
4. 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. boilers, economizers, 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 amount of the deductibles stated in the Schedule in respect of each and every Damage and in respect of Damage resulting from typhoon, storm, tempest and earthquake occurring within each and every separate period of 72 consecutive hours, as ascertained after the application of all other terms and conditions of the Policy including any condition of Average.

CONDITIONS

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.

2. Misrepresentation

If there be any material misdescription by the Insured or anyone acting on his behalf or 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 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 for the Property Insured affected by any such misdescription, misrepresentation or omission.

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 and such termination shall become effective upon the actual receipt of the notice by the Company. Provided that no claim has been made or arisen during the Period of Insurance, the Insured shall be entitled to a partial refund of premium according to the short period premium table below but subject to a minimum premium mentioned in the Certificate of Insurance / Policy Schedule.

Covered period (not exceeding)	Premium to be refunded
5 days	97.5%
15 days	95%
1 month	90%
45 days	85%
2 months	80%
3 months	70%
4 months	60%
5 months	50%
6 months	40%
7 months	30%
8 months	20%
9 months	15%
10 months	10%
11 months	5%
Over 11 months	0%

- (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. 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 used by the Insured or anyone acting on his behalf to obtain any benefits under this Policy;
- (b) if any Damage is caused by the wilful act or with the connivance of the Insured or anyone acting on his behalf;
- (c) if the Insured or anyone acting on his behalf shall hinder or obstruct the Company in the exercise of its rights;
- (d) in respect of any claim after expiration of the Time Limit as stipulated in Condition 12 hereunder.

5. 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.

6. 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 Insured lost or damaged, the liability of the Company hereunder shall be limited to its ratable 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 ratably 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 Insured.

7. Arbitration

If any difference shall arise as to the amount to be paid under this Policy such difference 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 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.

8. Alterations and Removals

Under any of the following circumstances the insurance shall cease to attach as regards the Property Insured affected unless the Insured, before the occurrence of any Damage, obtains the sanction of the Company signified by endorsement upon the Policy.

- (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 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.

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 Damage and recover any missing property;
 - (ii) give notice in writing to the Company;
 - (iii) give notice to the police if the event be theft or suspected theft, or willful 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 Insured lost or damaged and the amount of the 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 further information and available documents or proofs with respect to:
 - (i) the claim, 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.

No claim under this Policy shall be payable unless the terms of this Condition 9 have been complied with and in the event of non-compliance herewith in any respect, any payment on account of the claim already made shall be repaid to the Company forthwith.

10. Possession Rights

On the happening of any 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 the Damage has occurred;
 - (ii) take possession of or require to be delivered to the Company any Property Insured and deal with such Property Insured 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.

11. Option to Reinstate

The Company may at its option, repair or replace the Property Insured lost or 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 Insured 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 Insured, 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. 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 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 sums as would be required to repair or replace such Property Insured if the same could lawfully be repaired to its former condition.

12. Time Limit

In no case whatever shall the Company be liable under this Policy:

- (a) in respect of any claim made and rejected if an action or suit be not commenced within 3 months after such rejection;
- (b) in respect of any claim where arbitration takes place pursuant to Condition 7 of this Policy and an action or suit be not commenced within 3 months after the making of an arbitration award;
- (c) in respect of any claim after expiration of 12 months from the happening of the Damage unless such claim is the subject of pending action or arbitration.

13. Precautions

The Insured shall maintain the Property Insured in a proper state of repair and take all reasonable precautions to prevent Damage thereto and shall comply with all relevant statutory regulations and obligations.

14. Average (Underinsurance)

If, at the time of Damage, the Property Insured be 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.

15. Prohibition on Trust or Assignments

This Policy is non-assignable and the Company shall not be affected by notice of any trust charge lien assignment or other dealing with this Policy.

16. Third Party Rights

Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms of this Policy.

17. Governing Law & Jurisdiction

This Policy shall be governed by and construed in accordance with the laws of Hong Kong. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong in respect of any and all matters, disputes or judicial proceedings arising out of this Policy.

18. Language

In the event of any discrepancy between the English version and the Chinese version of this Policy, the English version shall prevail.

CLAUSES

A7 Foundation Exclusion

The insurance on Building excludes that part of any building below the level of the under surface of its lowest floor.

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 Insured 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 Mortgage Clause

Loss, if any, under this Policy shall be payable to the Mortgagees or Assignees 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 any 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 for 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 to 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 Clause

In the event of Property Insured under the items(s) as indicated in the Schedule 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 Clause '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 Insured 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 dispatch; otherwise no payment beyond the amount which would have been payable under the Policy if this Clause had not been incorporated therein shall be made.
2. When any Property Insured under this Clause 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 Clause had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred.
4. Each item insured under this Clause 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 Insured 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 Clause 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 Clause 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 Clause had not been incorporated therein.

A23 Architects', Surveyors' & Consulting Engineers' Fee Clause

This Policy extends to cover Architects', Surveyors' and Consulting Engineers' fees necessarily incurred in the reinstatement of the Property Insured consequent upon its destruction or damage but not for preparing any claim, it being understood that the amount payable for such fees shall not exceed those authorized under the Scale of Professional Charges of The Royal Institute of Chartered Surveyors and/or of the Schedule of Professional charges of The Royal Institution of Chartered Surveyors and/or the Association of Consulting Engineers as the case may be, or of the respective equivalent local body.

Provided that the liability of the Company shall not exceed 5% of Sum Insured or HK\$100,000 whichever is the less.

A24 Removal of Debris Clause

This Policy extends to cover the costs and expenses necessarily incurred by the Insured with the consent of the Company in:

- a) removing debris,
- b) dismantling and/or demolishing,
- c) shoring up or propping,

of the portion or portions of the Property Insured of this Policy destroyed or damaged by fire or by other perils hereby insured against.

Provided that the liability of the Company shall not exceed 5% of Sum Insured or HK\$100,000 whichever is the less.

IT Clarification Clause

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 following 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.

Landslip & Subsidence Clause

Notwithstanding any provision to the contrary within this Policy, it is hereby agreed that this insurance extends to cover loss of or damage to the Property Insured directly caused by subsidence of the site or landslip, occurring within the period stated in the Schedule but excluding:

- (i) Loss or damage occasioned by or in consequence directly or indirectly of any of the following occurrences:
 - (a) Coastal erosion
 - (b) Ground heave
 - (c) Bedding down of structures or the settlement of made up ground within five 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 landslip.
- (iii) Unless otherwise specifically insured, the cost of removal of subsidence and/or landslip debris or the making good of the site following subsidence and/or landslip 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 the this Policy.

Warranted:

1. The Insured shall maintain the Property Insured 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 Property Insured. 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 Property Insured is involved) or its nearby surroundings.

Terrorism Exclusion Clause for Contamination and 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 the 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.

War and Terrorism Exclusion Endorsement

Notwithstanding any provision to the contrary within this Policy 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 of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- (1) 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
- (2) 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 organization(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 (1) and/or (2) 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.

豐隆智慳家居樓宇保險

本保險單、承保表及任何批註或附件均應視為同一份文件(統稱「保險單」)，載於該等文件而附特定意義的任何詞彙或字句，在整份文件中均具有該意義。

保障條款

茲承受保人付承保表內開列之約定保險費給與豐隆保險(亞洲)有限公司(以下稱為「本公司」)。

本公司同意(按照本保險單所載條款、條件、條文、除外情況及各明載之批改書而其所涉個別性質許可下，將作為受保人在本保險單內索償權利的先決條件)茲應繳之保險費已支付後，在本保險單之保險期內或在受保人擬繳付予本公司已同意接受之保險費作為延續此保險的保險期內，若於受保處所之受保財產遭意外及實質地滅失或損毀(凡在此所指之滅失或損毀往下則專稱「損毀」)而非除外起因所引致，

本公司將向受保人支付該受保財產遇損毀時之價值或所涉損毀的金額或按本公司所選擇復修或更換該受保財產或所涉財產的受損部份。

惟在任何情況下，本公司所承擔每次損毀或凡在保險期內所曾發生損毀之總結的責任均不超過：

- (i) 在承保表內所載之各分項之承保金額或併合之總承保金額；
 - (ii) 在承保表內所列之任何責任限額
- 或其他由本公司或代表本公司在此保險單內簽署或附加之備忘錄取代之金額。

除外情況

A. 除外起因

除非明確地提及已納入承保，本保險單並不保障：

1. 由下列起因而引致的損毀：

- (a) (i) 設計之錯誤或缺失、質料或手工差劣、固有缺點、潛在缺陷、逐步退化、變形或扭曲，或損耗；
- (ii) 水利、氣體燃料、電力或其他燃料系統供應中斷，或進出受保處所的排污系統失效

除非該損毀是由非本保險單所列除外情況所引致，但本公司負責該隨致所引起的損毀。

- (b) (i) 樓宇或建築物倒塌或破裂；
- (ii) 腐蝕、銹蝕、極端溫差或溫度變異、受潮、乾枯、濕漉或乾涸朽腐、發霉、萎縮、蒸發、重量流失、污染、玷污、顏色/氣味/質感或潤飾的轉變、曝光照射影響、蟲蛀蟻咬、損形或刮損

除非該損毀是直接因承保財產或置存該財產之處所受損毀而發生並且非由本保險單所列除外情況所導致。

- (c) (i) 盜竊但從樓宇或建築物內盜取並以暴力及強行進出該樓宇則除外；
- (ii) 欺詐或不誠實行為；
- (iii) 無故失蹤或庫存缺差、誤存或誤放資料、供應或交付物料或因文書或會計錯誤而引致的短缺；
- (iv) 鍋爐、節熱器、氣壓容器、喉管或管道噴咀之破裂、斷裂、倒塌或過熱，或鍋爐洩漏或其接焊之失效；
- (v) 機電故障，或機器或裝備錯亂；
- (vi) 當處所空置或廢置時，水箱、器皿或喉管爆破、溢瀉、排放或洩漏

除非：

- (I) 該損毀是由非本保險單所列除外情況所引致，但本公司只負責該隨致所引起的損毀；
- (II) 該損毀是直接因承保財產或置存該財產之處所受損毀而發生並且非由本保險單所列除外情況所引致。

- (d) (i) 海岸或河岸受侵蝕；

- (ii) 地陷或山崩；
- (iii) 新架建物之正常地下堆土沉降或下陷
- (iv) 室外或開放式建築物之可移動的承保財產，或欄柵及閘門被風、雨、雹、霜、雪、水淹、沙或塵所損毀；
- (v) 熔融物法之冷凝、凝固或因疏忽而洩漏；
- (vi) 水或雨水滲入或滲漏。

2. 由下列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，或任何其他繼後或間接的損失。

3. 由下列任何事故而直接或間接或因其後果所引致之損毀，即如：

- (a) 戰爭、入侵、外敵行為、敵對或類似戰爭行動（不論宣戰與否）、內戰；
- (b) 謀反、內亂例如相當規模或數量的民眾結集騷亂、兵變、叛亂、叛變、革命、軍權或政權篡奪；
- (c) 發動代表或與某組織有關連的恐怖活動的行為但並不包括由火災所造成的損毀；
- 在此 A3 (c)所指“恐怖活動”則為使用暴力以達到政治目的及包括任何使用暴力為使公眾或部份公眾恐慌。
- (d) (i) 由任何合法任命的組織機構充公、國家徵用、軍事備用或佔用而導致永久或短暫性喪失管轄權；
- (ii) 永久或短暫性喪失樓宇或建築物之管轄權因該樓宇或建築物被何人士非法佔用。

但本公司仍會負責受保人在未喪失管轄權前所發生之損毀或於暫時喪失管轄權期間因其他承保風險而引致損毀的損失。

- (e) 由政府或其授權機關頒令下被損毀之財產

本公司在任何法律行動或其他訴訟程序中一旦辯稱基於上述除外情況條款 A3.(b)及(c)之規定作理據，致任何有關損毀並不被本保險單所承保，而舉證該損毀應在本保險單承保之內的責任將負諸受保人一方。

4. 由下列事故而直接或間接或由之而起或因其後果或受其促使所引致之損毀：

- (a) 核子武器材料；
- (b) 核子游離輻射或由燃燒核能燃油產生之核廢料所釋出輻射污染、惟在此除外情況條款A.4.(b)所指燃燒則包括核子分列之自發分解過程。

B. 除外財產

除非明確地提及已納入承保，本保險單並不保障下列財產的損毀：

- 1. (a) 鈔票、支票、郵票、債券、信用咭、各類證券、首飾、寶石、貴金屬、金條、皮草、古董、善本書籍或藝術品；
- (b) 固定安裝的玻璃；
- (c) 玻璃(非固定安裝的玻璃)、瓷器、陶器、大理石或其他易碎或易破損物件；
- (d) 電子設備、電腦及電腦資料處理器材。
- 但上述除外情況B.1.(b)及(c)條文將不適用於下述)所引致的損毀（除非已聲明不被納入承保）：火災、閃電、爆炸、飛機或其他飛行器或從其下墜物件、暴動、罷工、停工、參與工業行動的人士、惡意人士、汽車或動物之碰撞、地震、暴風、水淹，以及水箱、器具或喉管之爆裂、溢瀉、排水或洩漏。
- 2. 受託管或寄售之貨品、文件、文稿、商業簿記、電腦系統記錄、圖案、模型、模具、圖則、設計及爆炸物品。

3. (a) 領有道路使用牌照之車輛（包括配件）、旅行拖架車、貨車拖架、火車機車或車卡、船隻、飛機或太空船等；
- (b) 非在承保表列明受保處所內的運輸中財產；
- (c) 正在拆卸、興建或裝置的財產或架建物、及與之有關的物料或補給物品；
- (d) 土地（包括表土、回填土、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、鑽塔、水井、喉管、隧道、橋樑、船塢、碼頭、登岸堤、開挖之坑洞、倉庫、礦產或地平面下或離岸的財產；
- (e) 牲畜、農作物或樹木；
- (f) 任何工序作業中所產生損毀的財產；
- (g) 在安裝、搬運或遷移（包括拆除及重新裝置）中的機器，若該損毀是直接因該操作所引致；
- (h) 在改裝、修理、測試、安裝或維修中的財產，包括物料及補給物品，若有關損毀是直接因該操作所引致，除非該損毀是由非本保險單所列除外情況隨致而發生，但本公司只負責該隨致所引起的損毀；
- (i) 已明確地承保的財物。
4. 在財產發生損毀時，除本保險單外，若另有其他貨運險保險單同時承保該財產之損毀，則該等貨運險保險單應負責所涉損毀猶如本保險單並無生效、本保險單在此存在將只負責所涉貨運險保險單已支付損毀後所超出的餘額損失。
5. 凡使用壓力的鍋爐、省熱器、渦輪或其他氣壓容器、機器、管道或裝置，或其內容物由本身爆炸或破裂所引致的損毀。

免除損失賠償責任條款

本保險單並不承保列明於承保表內之免除損失賠償金額但若因颱風、風暴、暴風雨及地 震而引致的損毀則以每72小時為一次獨立損毀計算，而此條款將繼本保險單之其他條件、條款及規定所適用包括比例分攤條款計算茲核定應負所涉損毀之賠償金額後始生效。

基本條款

1. 識別

本保險單及承保表（為本保險單的組成部份）應視為一完整合約，凡任何在本保險單內或承保表內對其有特定釋義之字眼及詞句均在其出現之處負有該特定釋義。

2. 失實陳述

若受保人或其代表就提供受保財產或置存該財產之樓宇或建築物或地點或有關之業務或受保處所的資料有任何錯誤描述、或失實陳述風險評估需知之事實資料或遺漏陳述該事實資料，則本公司將免除對於受該錯誤描述、失實陳述或遺漏陳述所影響而承保的財產之損毀在本保險單內的責任。

3. 取消保險單

本保險單可隨時以下述形式取消：

- (a) 受保人以書面形式通知本公司為其取消保險單，則有關終止將於本公司正式接獲該通知後生效。倘若不曾於保險有效日期內提出任何索償，受保人可獲退還保費並根據以下短期保費計算表計算，惟本保險必須收取不少於保險證明書／承保表所印示的最低保費。

已受保期 (不超越)	退還保費
5天	97.5%
15天	95%
1個月	90%
45天	85%
2個月	80%
3個月	70%
4個月	60%
5個月	50%
6個月	40%
7個月	30%
8個月	20%
9個月	15%
10個月	10%
11個月	5%
超過11個月	0%

- (b) 本公司提前七天向受保人發出取消其保險單之書面通知並以郵遞形式投送往受保人最後所知的地址，在此情況下，本公司將負責退回按餘下未滿之承保保險期按比例計算之保費。

4. 喪失利益

若出現下列情況，受保人在本保險單內的一切權益將會喪失：

- (a) 若受保人或其代表作出不實之索賠如作虛假聲明或憑該虛假聲明作舉證或利用欺詐手段或伎倆以圖騙取本保險單之利益；
- (b) 若損毀是受保人之意圖或受其縱容的行為所造成；
- (c) 若受保人或其代表阻撓或妨礙本公司執行其應有權利；
- (d) 在第12 條款內所述之時間期限介滿後始提出之任何索償。

5. 代位求償

受保人須因應本公司之要求若然支付賠款或修復在此保險單所承保的損毀，則本公司將有權或被授予代位權，代表受保人向引致該損毀之第三者追討責任，受保人應允准本公司一切必要或合理的行為以行使其權利，無論該要求的行動在賠款前或賠款後，而本公司將承擔所需費用。

6. 比例分擔

在發生損毀時，除本保險單外，若受保人或其代表就所涉財產亦另有投保其他保險單同時承保該財產的損失或損毀，本公司在此保險單的責任則只限於按比例計算的部份之損毀。

若該所涉其他保險單表明其所保障之受保財產，但受條文所約束致未能全部或局部與本保險單相隨或按比例分擔損毀，本公司之責任則僅限於按此保險單所承保的金額佔所涉財產之價值的比例計算的部份之毀。

7. 仲裁

若本保險單就應付之賠款金額產生異議，應按現行仲裁法例通過仲裁取決，若相方對仲裁人或公斷人選未能達成共識，則應呈請香港國際仲裁中心之現任主席裁決。在這裡明載訂定該爭議應先取得仲裁判決作為法律行動或訴訟權利的先決條件。

8. 變動及搬遷

就下列情況所影響之財產的保險將停止其效力除非受保人在任何損毀發生前已取得由本公司或代本公司所簽發附錄於保險單或批注茲作認可

- (a) 若所進行之業務或製造活動被改變、或若所佔用之性質或其他情況所影響而致使該樓宇或建築物或置存受保財產之樓宇或建築物有所改變從而增加損毀之風險。
- (b) 若受保樓宇或建築物或置存受保財產之樓宇或建築物持續空置超過30天。
- (c) 若受保財產已搬移往受保處所以外之樓宇或地點。
- (d) 若受保人所擁有受保財產的權益已轉移但非依遺囑繼承或行使法權之途徑。

9. 索償條款

若受保人得悉任何事故的發生從而會引致或可能引致繫本保險單之索償，受保人應：

- (a) 立即：
- (i) 採取措施減輕損毀之程度並尋求損失之財產；
- (ii) 以書面通知本公司；
- (iii) 向警方報告，若有關事故涉及或涉嫌盜竊或蓄意或惡意破壞。
- (b) 於三十天內或在本公司有書面許可的延長期間內呈遞給本公司如下資料:
- (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) 該索償申報、損毀之起源和起因與及事發情況；
- (ii) 任何涉及與本公司有關的責任或其賠償金額的事情
- 在本公司合理地要求下並連同聲明誓章或其他法定形式茲確證該索償及有關事宜之屬實性。除非在此條款 9 所載各項已予遵從否則本保險單將不會支付任何索償及倘有違之，若然已預支部份所涉之賠款亦須償還予本公司。

10. 管控權利

當索償所涉之損毀發生

- (a) 本公司或其授權人在非涉及責任或削減本公司繫於本保險單之權利的前提下可：
- (i) 進入事發現場、執行或維持該處所之管控；
 - (ii) 執行管控受保財產或持合理的理由要求將該財產送交予本公司並以合理的方式處理。
- (b) 任何財產都不可遺棄予本公司不論該財產是否被本公司所接管。

11. 復修選擇權

本公司可按其選擇自行或亦可聯同其他人士或公司或承保人進行修補或更換受損財產或其損毀部份、以代替支付損毀的金額，但本公司將無責任進行確實或全面地修補，唯須就情況許可並以充份合理的方式及修補所涉之費用金額不得較發生損毀時應負所需的修補費用為多亦不能高於該受保財產所承保之金額。

若然本公司揀選修補或更換任何受保財產，受保人須自費向本公司提供有關該等圖則、規格、尺寸、數量及其他本公司可能需要的資料。本公司就考量有關修補或更換的行為或因其所以而作出之行為，概不可被視為本公司已決定揀選修補或更換受損財產。

若因受制於地方政府或其他有效之法規，而影響到街道的排列或建築物的搭建或其他，致令本公司無法進行修補或更換受保財產，在此類情況下，本公司只會負責支付若然該受保財產可合法地修補至其原先的狀態之費用金額作為修補或更換所需的費用。

12. 時限條款

就下述情況本公司將無須在此保險單負責：

- (a) 任何已被拒絕受理之索償若在被拒後三個月內仍未啟動法律行動或訴訟；
- (b) 任何索賠倘按第7條款進行仲裁程序而在仲裁判決裁定後三個月內仍未啟動法律行動或訴訟；
- (c) 任何索償從損毀發生後已介滿十二個月除非該索償為有待法律行動或仲裁審理之案件。

13. 防護措施

受保人應保持其財產得到適當之維修及採取合理的措施以防其受損毀，並遵從有關法例與守則。

14. 分攤賠償 (投保額不足)

在發生損毀時，若受保財產的價值高於其承保金額，受保人應按該保額不足之部份的比例計算分攤部份損毀。如多於一個項目，則每個個別項目之受保財產應獨立按本條款處理。

15. 禁止信託或轉讓

本保險單不得轉讓，本公司將不受任何信託、抵押、留置權、轉讓或其他買賣本保險單的通知所影響。

16. 第三者權利

任何不是本保險單某一方的人士或實體，不能根據《合約(第三者權利)條例》(香港法例第 623 章) 強制執行本保險單的任何條款。

17. 規管法例及司法管轄權

本保險單受香港法律規管並按其詮釋。本保險單各方不可撤回地同意香港法院就本保險單引起的一切及所有事宜、糾紛或司法程序具有非專屬司法管轄權。

18. 語言

倘本保險單之英文本及中文本出現歧異時，以英文本為準。

條款

A7 地基除外責任

本保險不包括受保處所最低層地面以下的任何部位。

A12 承押人/非居住業主條款

本保險將不會因財產的任何居住情況有所更改或風險在投保人全不知情下有所增加而失效，惟受保人必須在知悉上述情況後立即通知本公司及繳付任何可能由該等風險增加的日期起計之額外保費。

A13 承按人條款

本公司將按保障項目開列之承按人或承讓人的利益範圍賠償其損失(如有)。

謹此協議當所保財產出現損失或損毀時，本公司將按承按人或所述承讓人的利益範圍作出賠償，並協議本保險僅關注承按人或所述承讓人在保險範圍內的利益，將不因任何按揭人或所保財產擁有人的任何行動或疏忽，亦不因任何在受保建築物內或受保建築物上在承按人或所述承讓人全不知情下的風險增加而失效。惟當承按人或所述承讓人知悉財產擁有權已改變或有改建或增加了本保險不准許的危害，彼等須盡快將所知之改變、改建或風險增加通知本公司，並應要求向本公司支付從該風險增加發生日起計之適當附加保費。

茲進一步同意，當本公司根據本保單向承按人或所述承讓人支付任何金額的損失或損毀賠償，並聲明其對按揭人或業主之責任因而不存在時，本公司將即時合法地取代承按人或所述承讓人於該賠款所涉範圍之所有權利，而承按人或所述承讓人須作出及簽立所需或本公司合理要求的所有進一步或其他行動、契據、轉讓、文件及事情，從而使本公司能更有效地取得其代位權，但該代位權不會對承按人或所述承讓人追討其全部賠償的權利有所影響。

本條款將不會在任何情況下對本公司、按揭人或受保物業擁有人構成或視作構成任何放棄、損害或影響本公司對按揭人或受保物業擁有人享有之權利或減輕按揭人或受保物業擁有人在本保單上或法律上之責任，上述權利及責任對本公司、按揭人或受保物業擁有人將會維持十足效力及作用。

本公司保留隨時按本保單條款賦予的權力取消本保單的權利，但在該情況下取消保險單時，承按人或所述承讓人之權益將在向其發出取消通知後的十天內仍然有效惟將於其後終止，然而本公司亦有權發出同樣通知取消本協議。

A19 修復價值保險條款

若本保險單內的所保財產出現破壞或損毀，本保險單所應支付的金額將為恢復補足有關受破壞的財產的價值，而其計算亦須符合下列特別條文或保險單條款及條件的情況，除非有關情況可能出現差異。

就本摘要所指的保險而言，「恢復補足」須指：

進行下列工程，包括：

- (a) 在財產受破壞的情況下，重建有關財產；若為建築物或其他財產，則重置相同財產；在兩者中任何一種情況下，重置後的狀況只可與其新置時一致，不得較佳或更廣泛。
- (b) 在財產受損毀的情況下，對有關損毀進行維修，而財產的損毀部份經修復後的狀況只可與其新置時一致，不得較佳或更廣泛。

特別條文

1. 有關工程或恢復補足(可在不增加本公司的責任之情況下，於符合投保人要求的另一地點或任何方式進行) 必須以合理迅速的方式展開及進行；否則，若本摘要並無納入保險單內，本保險單將不支付超過應付金額的款項。
2. 若本摘要內的任何所保財產僅為部分損毀或破壞，本公司的責任不應超過本公司在有關財產完全損毀時所須支付的恢復補足成本。
3. 若本摘要並無納入保險單內，本保險單將不支付超過應付金額的款項，直至實際上已招致有關恢復補足成本。
4. 本摘要內的每項受保物件均宣告按下列比例分攤條件作獨立處理：
若在修復時，代表恢復補足完全被破壞的所保財產成本之金額在發生火警、或任何其他受保風險所導致財產開始破壞或損毀時的受保金額，投保人須被視為有關餘額的自行承保人，並對部分比例的損失承擔責任。
5. 若本摘要並無納入保險單內，任何所保財產出現任何破壞或損毀時，而該項財產正受任何其他生效或代表受保人所恢復補足不同基礎的保險所保障，本保險單將不支付超過應付金額的款項。
6. 凡因以上任何一項特別條文所規定，若本摘要並無納入保險單內，本公司及受保人就有關破壞或損毀的權利和責任須符合保險單內的條款及條件，包括任何比例分攤條件，本保險單將如不包括本摘要一樣，不支付超過應付金額的款項。

A23 專業費用條款

本保單之保障伸展至包括由於重置所涉受損財產而引致之建築師、測量師及顧問工程師費用之必然支出，但非為索賠準備工作之費用，並茲所明白到支付該費用之金額將不超過據英國皇家建築師學會專業收

費表及／或皇家註冊勘察師學會專業收費表及／或工程師顧問組織按其涉，或與其相等之本地有關同類機構為所確認之收費。
惟本公司在本條款項下的責任以每一事故不超過投保額的百份之五或港幣 100,000(以較低者為準)為限。

A24 廢棄物清理條款

本保單之保障伸展至包括受保人獲本公司同意進行下列工作之必然支出：

- a) 清理損毀後之廢棄物
- b) 拆卸及／或清拆
- c) 支撐或承托

於本保險單之受保財產或其部份因火災或其他受保風險而被損毀所涉。

惟本公司在本條款項下的責任以每一事故不超過投保額的百份之五或港幣 100,000(以較低者為準)為限。

資訊科技聲明條款

本保險單承保的財物損毀應指物品實體的實質損毀。
物品實體的實質損毀不包括數據或軟件的損毀，尤其是刪除、毀壞或重新格式化造成數據、軟件或電腦程式的任何嚴重變動。
因此，本保險單不承保下列情況：

- (a) 數據或軟件的遺失或損毀，尤其是刪除、毀壞或重新格式化造成數據、軟件或電腦程式的任何嚴重變動，以及該等遺失或損毀所導致的任何業務中斷損失。儘管有此不承保條款，倘數據或軟件的損失或損毀直接由於受保範圍內物品實體遭受實質損壞所致，本公司將就此作出賠償。
- (b) 因數據、軟件或電腦程式的功能、可用性、使用範圍或達接程度降低所引致的遺失或損毀，以及該等遺失或損毀所導致的任何業務中斷損失。

山泥崩塌及地陷條款

儘管本保險單可能載有相反的條文，惟現謹此同意本保險單之保障伸展至包括在保險期內直接由山泥崩塌或地陷所引致之損毀，但不包括：

- (i) 直接或間接遭受下列事件，或透過下列事件，或由於下列事件所引致的損毀：
 - (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、車道、籬笆、閘門、邊界及護土牆的損毀。
- (iii) 除特別聲明受保者外，搬移山泥崩塌及／或地陷引起的殘礫或重整地盤的費用，除非重整地盤為修理所保財產所必需的。
- (iv) 由於設計或工藝錯誤或使用劣質物料而直接引致的損毀。
- (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 元或該損失之百份之十（以較高者為準）。
每次損失是指每一事故按比例分擔條款計算後之損失。而保險期內連續 72 小時內發生的事故均視為一次事故。

保證：

- 1. 投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止上述所保災險的發生。
- 2. 投保人應立即通知本公司以下情況：
 - (i) 在所保財產下面，周圍或鄰近地區展開挖掘工程。在此情形下，本公司有權改變或取消本保單所提供的保障。
 - (ii) 發生影響所保財產之任何範圍(不論是否涉及所保財產)或其周圍環境的所保之災險。

有關污染及爆炸的恐怖主義不承保條款

現謹此同意不論是否有其他因由，本保險單亦毋須賠償因下列任何恐怖主義活動而直接或間接導致的任何損失、損壞、費用或開支

- a) 生物或化學污染；
- b) 導彈、炸彈、手榴彈、爆炸品。

就本批註而言，恐怖主義活動指(包括但不限於)任何一名或多名人士單獨、代表或聯同任何組織或政府使用武力、暴力及/或威嚇以達致政治、宗教、意識形態或種族目的或理由(包括企圖影響任何政府及/或引致公眾或部分公眾產生恐慌)。

就 a)項而言，「污染」指由於化學及/或生物物質的影響，污染、毒害或妨礙及/或限制物品的用途。

若本公司因此項不承保條款而宣稱任何損失、損壞、費用或開支不屬本保險單的保障範圍之內，保單持有人須承擔提出任何相反舉證的責任。

若本批註的任何部分被視為無效或無法執行，其餘部分將仍具十足效力及作用。

戰爭及恐怖主義不承保批註

儘管本保險單或附帶的任何批註可能載有相反的條文，惟現謹此同意本保險單亦毋須賠償因下列任何原因而直接或間接導致或造成的任何損失、損壞、費用或開支，不論有關損失是否因其他緣故或事件同時或按任何時序引致：

- (1) 戰爭、侵略、外敵入侵、戰鬥、戰事(不論是否已宣戰)、內戰、叛亂、革命、起義、構成或導致起義、軍事行動或奪權的民間騷亂；或
- (2) 任何恐怖主義活動。

就本批註而言，恐怖主義活動指(包括但不限於)任何一名或多名人士單獨、代表或聯同任何組織或政府使用武力、暴力及/或威嚇以達致政治、宗教、意識形態或類似目的(包括企圖影響任何政府及/或引致公眾或部分公眾產生恐慌)。

本批註亦毋須賠償因採取任何行動以控制、預防或遏止上文(1)及/或(2)，或以任何方式與其有關而直接或間接導致或造成的任何損失、損毀、費用或開支。

若本公司因此項不承保條款而宣稱任何損失、損毀、費用或開支不屬本保險單的保障範圍之內，保單持有人須承擔提出任何相反舉證的責任。

若本批註的任何部分被視為無效或無法執行，其餘部分將仍具十足效力及作用。