

FIRE MASTER POLICY

火險總保單

安聯環球企業及專項保險 -
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FIRE POLICY

This Policy is a contract between **Allianz Global Corporate & Specialty SE Hong Kong Branch** (hereinafter called "the Company"), Standard Chartered Bank (Hong Kong) Limited (hereinafter called "the Bank"), and the Insured stated on the Schedule, issued under this Policy. This Policy sets out the insurance cover provided by the Company to the Insured subject to the terms, conditions and exceptions stated herein. This Policy, each Schedule issued under this Policy and any amendment form the basis of an insurance contract. They should be read together to avoid misunderstanding.

This Policy is issued in consideration of the Insured named in each Schedule, having paid to the Company the prescribed premium and pursuant to the answers given in the Insured's Proposal Form (or when the Insured applied for this insurance) and any other disclosures made by the Insured between the time of submission of the Insured's Proposal Form (or when the Insured applied for this insurance) and the time this contract is entered into. In the event of any pre-contractual misrepresentation made in relation to the Insured's answers or in any disclosures made by the Insured, it may result in avoidance of the Policy, refusal or reduction of the Insured's claim(s), change of terms or termination of the Policy.

THE COMPANY AGREES subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon that if the Property Insured described in the said Schedule or any part of such property be destroyed or damaged by the perils provided under this Policy during the Period of Insurance stated in the Schedule 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 may elect to reinstate the Property or pay loss and damages for that Property, and if the Company elects to pay loss or damage for

that Property, the Company will pay the Insured the Reinstatement Value or Sum Insured (whichever is lower) of the Property Insured at the time of the happening of its destruction, less any excess and amounts which the insured is required to bear under the policy.

PROVIDED THAT the liability of the Company shall in no case exceed in respect of each item the sum expressed in the Schedule to be insured thereon or in the whole the Total Sum Insured hereby or such other sum or sums as may be substituted therefor by endorsement hereon or attached hereto signed by or on behalf of the Company.

PROVIDED ALWAYS that the due observance and fulfillment of the terms conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be conditions precedent to any liability of the Company to make any payment under this Policy.

The coverage provided under this Master Policy comprises:

- A Allianz Fire Protect
- B Allianz Commercial Fire Protect

POLICY CONDITIONS

1. IDENTIFICATION

This Policy and the Schedule shall be read together as one contract and any other word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.

2. RIGHTS AGAINST COMPANY

Unless otherwise expressly stated nothing contained herein shall give any rights against the Company to any person other than the Insured. Further, the Company shall not be bound by any passing of the interest of the Insured otherwise than by death or operation of law unless and until the

Company shall by endorsement hereon declare the insurance to be continued.

3. RIGHT OF CLAIM

The extension of the Company's liability in respect of the property of any person other than the Insured shall give no right of claim hereunder to such person, the intention being that the Insured shall in all cases claim for and on behalf of such person and the receipt of the Insured of the claim proceeds shall in any case absolutely discharge the Company's liability hereunder.

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 Insured affected under any of the following circumstances:

- (a) if any circumstances affecting the Location of Risk be changed in such a way as to increase the risk of damage by any of the Covered Perils;
- (b) if the Location of Risk becomes unoccupied and so remains for a period of more than 6 consecutive weeks;
- (c) if the Property Insured is removed from the Location of Risk;
- (d) if the interest in the Property Insured passes from the Insured otherwise than by death or operation of law.

5. TOTAL SUM INSURED

The total liability of the Company in respect of loss or damage thereto by all or any of the Perils during any one Period of Insurance shall not exceed the amount stated against each item respectively or in the aggregate the Total Sum Insured specified in the Schedule, or such other sum or sums as may be

substituted therefor by endorsement hereon or attached hereto signed by or on behalf of the Company.

6. UNDERINSURANCE

If the property hereby insured shall, at the time of any loss, be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the Schedule shall be separately subject to this condition.

7. CLAIMS (ACTION BY INSURED)

The Insured shall on the happening of any loss or damage to the Property Insured give immediate notice thereof in writing to the Company and shall at his own expense within sixty days after the happening of such loss or damage deliver to the Company a claim in writing (in such form as the Company may require) with such detailed particulars and proofs as may be reasonably required. In the case of loss or damage by theft or any attempt thereat he shall also give immediate notice to the Police.

If the Company shall elect to reinstate any building the Insured shall furnish to the Company all such plans, specifications and quantities as the Company may reasonably require.

The Insured shall on receiving notice of any accident or claim arising under Section III give immediate notice thereof in writing to the Company and as soon as possible supply full particulars thereof in writing and shall send to the Company any writ, summons or other legal process issued or commenced against the Insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings.

The Insured shall not incur any expense in making good any damage without the written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without the Company's consent.

8. POSSESSION RIGHTS

The Company shall be entitled:-

On the happening of any loss or of damage to the Property Insured to enter any building where the loss or damage has happened and to take and keep possession of the Property Insured and to deal with the salvage in a reasonable manner and this Policy or any copy thereof certified by the Company shall be proof of leave and license for such purpose. No property may be abandoned to the Company.

To undertake in the name and on behalf of the Insured the absolute conduct, control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit but in the name of the Insured to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy.

9. FORFEITURE OF BENEFITS

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy; or, if the loss or damage be occasioned by the wilful act or with the connivance of the Insured; or, if the claim be made and rejected and an action or suit be not commenced within twelve months after such rejection; or (in the case of an arbitration taking place in pursuance of condition 12 of this Policy) within twelve months after the arbitrator or arbitrators or umpire shall have made their award, all benefits hereunder shall be forfeited.

10. NON-CANCELLATION CLAUSE

The Company undertakes to obtain the consent of

the Mortgagee as named in the Schedule, prior to the cancellation of the Policy if instructions have been received for cancellation of the Policy and also to advise the said Mortgagee immediately of any other material changes which are proposed to be made to the terms of the insurance. Nothing in this clause shall alter the operation of the premium payment warranty.

11. FREE LOOK PERIOD (NOT APPLICABLE TO RENEWAL POLICIES)

Should you decide to not continue with the Policy for any reason, it may be returned to the Company or cancellation within 14 days after your receipt of the Policy. Any premium paid will be refunded without interest. In such case, this Policy shall be deemed to have been void from the inception and the Company shall not be liable under this Policy for any loss, damage or liability sustain or incur.

12. ARBITRATION

If any difference arises as to the amount of any loss or damage such difference shall independently of all other questions be referred to the decision of an arbitrator, to be appointed in writing by the parties in difference, or, if they cannot agree upon a single arbitrator, to the decision of two disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the arbitrator,

arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator, arbitrators or umpire of the amount of the loss or damage if disputed shall be first obtained.

13. REASONABLE CARE

The Insured shall use all reasonable diligence and care to keep the premises in a proper state of repair and, where the Insured is the owner of the Property Insured, if any defect therein be discovered shall cause such defect to be made good as soon as possible and shall in the meantime cause such additional precautions to be taken for the prevention of injury, loss or damage as the circumstances may require and the Company shall not be liable for injury, loss or damage caused by a defect which the Insured has failed to remedy after having received notice of such defect either from the Company or any person or public body.

The Insured shall notify the Company in writing in the event of any change in the tenancy and/or occupancy of the property and/or of any increase of hazard and/or any alterations to the design, structure and material used in the Property Insured.

The Insured shall duly comply with and observe all laws, regulations, codes, guidelines and the-like of:

- i) any governmental or regulatory authority in Hong Kong responsible or having jurisdiction over fire safety standards; and/or
- ii) the Commissioner for Workplace Safety and Health; and/or
- iii) any other statutory obligation including notice

given and requirements made pursuant to same the breach and disregard which may affect or increase the risk.

14. REINSTATEMENT VALUE

In the event of a loss to the Property Insured herein, the Company shall pay the Sum Insured or the Reinstatement Value of the Property Insured, whichever is the lower subject to the deduction of any excess and amounts which the insured is required to bear under the policy.

The "Reinstatement Value" of the Property Insured shall for the purpose of this condition be determined by a valuation obtained by the Company from the manufacturer, authorised sole agent or agent, authorised broker, authorised distributor or building contractor of the cost of replacement or reinstatement of the Property Insured damaged or lost.

In the event that there is, at the time of damage or loss no manufacturer, authorised sole agent or agent, authorised broker, authorised distributor or building contractor for the Property Insured, the valuation shall be obtained from a duly qualified loss adjuster to be mutually appointed by both parties. The valuation of the Property Insured by the manufacturer, authorised sole agent or agent, authorised broker, authorised distributor, building contractor, duly qualified loss adjuster shall be conclusive evidence in respect of the Reinstatement Value of the Property Insured in any legal proceedings against the Company.

15. GEOGRAPHICAL LIMIT OF PROPERTY INSURED

The cover of this Policy is restricted to properties within the territory of Hong Kong.

16. GOVERNING LAW AND JURISDICTION

This Policy shall be construed according to and governed by the laws of the Hong Kong.

The indemnity provided by this Policy shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Hong Kong nor to orders obtained in the said Court for the enforcement of judgments made outside Hong Kong whether by way of reciprocal agreement or otherwise; and (ii) costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in Hong Kong.

17. EXCLUSION OF RIGHTS UNDER CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

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

18. 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.

19. MASTER POLICY CANCELLATION CLAUSE

This Master Policy and the Insurance of each Property Insured may be terminated at any time at the request of the Mortgagee / Bank or by the Company, giving 3 months' notice counting from the date of such notice in writing to the other party and that all existing certificates of insurance in respect of each Insured shall remain valid until their natural expiry unless otherwise agreed by all parties concerned.

GENERAL EXCEPTIONS

This Policy does not cover:

1. Any loss, damage or other contingency occasioned by or through or in consequence, directly or indirectly, 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, riot, military or popular rising, 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.
 - c) Any act of terrorism

For this purpose an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Any loss, damage or other contingency happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences shall be deemed to be loss, damage or a contingency which is not covered by this insurance, except to the extent that the Insured shall prove that such loss, damage or other contingency happened independently of the existence of such abnormal conditions. In any action, suit or other proceeding where the Company alleges that by reason of the provisions of this General Exception any loss, damage or other contingency is not covered by

this insurance, the burden of proving that such loss, damage or other contingency is covered shall be upon the Insured.

2. (i)(a) Loss or damage occasioned by confiscation, commandeering, requisition or destruction of or damage to the property by order of the Government de jure or de facto or any Public Municipal or Local Authority of the country or area in which the property is situated; or occasioned to property by its own fermentation, natural heating or spontaneous combustion or by its undergoing any heating or drying process.

(b) Loss, damage or other contingency directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.

(ii) Loss, damage or other contingency directly or indirectly caused by or arising from or in consequence of or contributed to by 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 2(ii), combustion shall include any self-sustaining process of nuclear fission.

3. Consequential loss or damage of any kind whatsoever.
4. All claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:

- (a) asbestos, or
- (b) any actual or alleged asbestos related injury or something involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

PROVISIONS FOR COVERAGE A: ALLIANZ FIRE PROTECT

SECTION I – LOSS OR DAMAGE TO THE RESIDENTIAL BUILDING

The Company will indemnify the Insured against loss or damage caused by any of the below mentioned Perils to the Residential Buildings which expression shall mean the fabric of the building of the private dwelling house or private flat owned by the Insured including domestic offices, garages, outbuildings, landlord's fixtures and fittings all solely used for private residential purpose but excluding foundations and drains.

The Company will by payment or at its option by reinstatement or repair indemnify the Insured against loss or damage to the Property Insured caused by any of the undermentioned Perils:-

- 1) Fire, Lightning, Thunderbolt, Subterranean Fire
- 2) Explosion
- 3) Aircraft Damage
- 4) Water Tanks, Apparatus Or Pipes
- 5) Theft
- 6) Impact By Road Vehicle
- 7) Earthquake, Volcanic Eruption
- 8) Hurricane, Cyclone, Typhoon, Windstorm And Flood
- 9) Riot & Strike
- 10) Malicious Damage
- 11) Sprinkler Leakage
- 12) Landslip And Subsidence
- 13) Smoke Damage
- 14) Spontaneous Combustion
- 15) Bush Fire

(subject to provisions under Appendix A)

SECTION II – ADDITIONAL EXPENSE OF ALTERNATIVE ACCOMMODATION OR LOSS OF RENT

The Company will indemnify the Insured for the undermentioned loss actually incurred by the Insured in consequence of the premises specified in the Schedule being so damaged as to be rendered uninhabitable as a result of the Covered Perils but only in respect of the period necessary for reinstatement and subject to an amount not exceeding HK\$ 50,000 or in the aggregate ten (10) per cent or up to the limit as endorsed hereon of the Total Sum Insured on Buildings.

- a) as the Owner but not Occupier of the premises, the loss of rent; and/or
- b) as the Occupier of the premises, reasonable additional expense necessarily incurred for alternative accommodation.

The Company shall not be liable in respect of consequential loss or damage of any kind except as provided under this Section. The total amount recoverable under this section shall be in addition to the Total Sum Insured on Buildings.

SECTION III – LIABILITY TO THE PUBLIC

The Company will, subject to the Limits of Liability of HK\$3,000,000 in respect of any one claim or series of claims arising out of one event, indemnify the Insured against all sums for which the Insured may be held legally liable:

As owner of the Residential Building in respect of accidents caused by a defect in the Residential Buildings or in the Landlord's fixtures and fittings or in the walls, gates, fences and trees around and pertaining thereto.

Occurring during the Period of Insurance and

resulting in:

- 1) Bodily injury to any person not being a member of the Insured's family or household nor at the time of sustaining such injury engaged in the Insured's service.
- 2) Damage to property not belonging to or in the charge of or under the control of the Insured or of a member of his family or household or of a person in his service.

Provided always that the amount payable hereunder in respect of any one accident or series of accidents constituting one occurrence shall not in any case exceed the sum specified in the Schedule.

The Company will, in addition, indemnify the Insured in respect of:

- a) Legal costs and expenses recoverable from the Insured by any claimant provided such costs and expenses were incurred before the date (if any) on which the Company shall have paid or offered to pay either the full amount of the claim or the total amount recoverable in respect of any one occurrence as hereinbefore provided;
- b) Legal costs and expenses incurred by the Insured with the consent of the Company.

Provided also that the Company shall not in any case be liable hereunder in respect of:
 - (i) Injury or damage arising out of or incidental to:
 - a) the Insured's profession or business, or
 - b) the ownership, possession or use by or on behalf of the Insured of any lift, vehicle, vessel or craft of any kind.
 - c) the carrying out of alterations, additions, repairs or decorations to the insured premises.
 - (ii) Liability arising out of any contract of indemnity which imposes upon the Insured liability which the

Insured would not otherwise have been under.

In the event of the death of the Insured the Company will in respect of the liability incurred by the Insured indemnify the Insured's personal representatives in the terms of and subject to the limitations of this Section provided that such personal representatives shall as though they were the Insured observe, fulfil and be subject to the Terms of this Policy so far as they can apply.

This Section shall not apply to any part of the Residential Building used in connection with the profession of the Insured whilst that part of the Residential Building is being so used.

For the purposes of this Section the expression "the Insured" shall be deemed to include the husband or wife of the Insured.

The Indemnity provided by this Section shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Hong Kong nor to orders obtained in the said Court for the enforcement made outside Hong Kong whether by way of reciprocal provisions or otherwise. If at the time any claim arises under this Section there be any other insurance indemnifying any Insured who is entitled to be indemnified under this Policy, this Policy is not to be called on in contribution and, subject to the Policy Limit of Liability of this Section, is only to pay any amount under this Policy if and so far as such amount is not covered by any indemnity under other insurance.

PROVISIONS FOR COVERAGE B: ALLIANZ COMMERCIAL FIRE PROTECT

SECTION I – LOSS OR DAMAGE TO THE COMMERCIAL BUILDING

The Company will indemnify the Insured against loss or damage caused by any of the below mentioned Perils to the Commercial Buildings which expression shall mean the fabric of Building owned by the Insured solely for commercial purpose at the Location of Risk as stated in the Policy Schedule and shall include landlord's fixtures and fittings therein but excluding foundations and drains.

The Company will by payment or at its option by reinstatement or repair indemnify the Insured against loss or damage to the Property Insured caused by any of the undermentioned Perils:-

- 1) Fire, Lightning, Thunderbolt, Subterranean Fire
- 2) Explosion
- 3) Aircraft Damage
- 4) Water Tanks, Apparatus Or Pipes
- 5) Impact By Road Vehicle
- 6) Earthquake, Volcanic Eruption
- 7) Hurricane, Cyclone, Typhoon, Windstorm And Flood
- 8) Riot & Strike
- 9) Malicious Damage
- 10) Sprinkler Leakage
- 11) Landslip And Subsidence
- 12) Spontaneous Combustion
- 13) Bush Fire

(subject to provisions under Appendix A)

CLAUSES FORMING PART OF THE MASTER POLICY

1. EXCESS CLAUSE

As regards loss or damage (other than by fire) to the Property Insured directly caused by any Peril to which this Clause is hereinbefore stated to apply, the Company's liability shall be limited to its rateable proportion of the amount by which such

loss or damage exceeds the amount stated in the Schedule. This Clause shall separately apply to:

i) each building, for which purposes all insured buildings at the same premises specified in the schedule address will be regarded as one building.

ii) each incident giving rise to such loss or damage and for the purposes hereof an incident shall not be considered to have terminated until there have been seven (7) consecutive days freedom from the Peril concerned and only thereafter shall the Clause apply afresh.

In respect to each and every claim under this section, the following excess applies:

- (a) Water Tank, Apparatus or Pipe: HK\$150
- (b) Earthquake or Volcanic Eruption: HK\$750
- (c) Hurricane, Cyclone, Typhoon, Windstorm and Flood: HK\$750
- (d) Landslip and Subsidence: HK\$10,000 or 10% of loss whichever greater
- (e) Smoke Damage: HK\$750

2. AUTOMATIC REINSTATEMENT OF SUM INSURED

In the event of any claim having occurred and in the absence of written notice by the Insured to the contrary the amount of insurance reduced by such claim is to be:

- (a) Under Coverage A, automatically reinstated as and from the date of the damage without additional premium
- (b) Under Coverage B, Insured shall undertake to pay the appropriate additional premium as may be required for such reinstatement from that date.

3. ERRORS & OMISSIONS & MISDESCRIPTION CLAUSE

The Insured and this Policy are not to be prejudiced by any unintentional and/or inadvertent omission error or incorrect description of the interest risk or Property Insured provided

notice is given to the Company as soon as practicable upon discovery of any such error omission or misdescription. Additional premium if required shall be paid from the date of the inception of the increased hazard/risk.

4. PROFESSIONAL FEES CLAUSE (5% OF THE SUM INSURED)

The sum insured under each item of this Policy includes an amount not exceeding 5% of the respective sum insured in regards to: Architect's, Surveyor's and Consulting Engineer's fees for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in the reinstatement of the Property Insured consequent upon its destruction or damage by fire or any other peril hereby insured against, but not such fees for preparing any claim hereunder. The amount payable for such fees shall not exceed those authorised under the scales of the Associations of the respective professions prevailing at the time of destruction or damage, subject to the Company's maximum liability for any loss damage and fees not exceeding the sum insured against each item.

5. REMOVAL OF DEBRIS (5% OF THE SUM INSURED)

The sum insured under each item of this Policy includes an amount not exceeding 5% of the respective sum insured in respect of costs and expenses necessarily incurred by the Insured with the consent of the Company in:

- (a) removing debris,
- (b) dismantling and/or demolishing (applying to building and machinery),
- (c) shoring up or propping (applying to building and machinery),
- (d) effecting temporary repairs,

of the portion or portions of the property Insured under this Policy destroyed or damaged by fire or by any other peril hereby insured against, provided that the total liability of the

Company under any item of the Policy shall not exceed the sum insured thereby.

The Company will not pay any costs or expenses:
(i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site.
(ii) arising from pollution or contamination of property not insured by this policy.

6. CONTRIBUTION (DUPLICATION OF COVERAGE)

In the event of other policies covering the same loss or damage to the insured Residential Building, the Company will settle the claim as if this insurance is the only applicable policy and will then proceed to recover from the other insurers.

7. MORTGAGEE CLAUSE

Loss, if any, under this Policy shall be payable to Mortgagees if named in each Schedule or Assignees of mortgagee interest 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 but not exceeding the Sum Insured or the Reinstatement Value (less depreciation if any) of the Property Insured whichever is lower 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 one 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 so 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.

8. WORKMEN'S CLAUSE

Workmen are allowed in or about the Location of Risk for the purpose of carrying out minor alterations, repairs, decorations and maintenance (other than structural alterations or repairs) without prejudice to this Policy (any one contract not exceeding 10% of sum insured).

9. AUTOMATIC RENEWAL CLAUSE

It is noted and agreed that subject to the payment of premium, insurance of the Property Insured shall be held covered automatically by the Company for a period of 1 year upon its expiry and that the Mortgagee / Bank or the Insured is required to advise the Company all particulars of such renewal confirmation.

10. PETROL WARRANTY CLAUSE (FOR CARPARK)

All claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving: Any petrol or other liquid fuel, other than in the fuel tanks of vehicles and a quantity not exceeding 4 gallons (18 litres) in metal cans fitted with lids, kept in the within described premises

APPENDIX A: DESCRIPTION OF COVERED PERILS

1. FIRE, LIGHTNING, THUNDERBOLT, SUBTERRANEAN FIRE

Loss or damage to the Property Insured caused by fire, lightning, thunderbolt or subterranean fire.

2. EXPLOSION

Loss or damage to the Property Insured caused by explosion, but excluding loss of or damage to boilers, economizers, or other vessels, machinery or apparatus in which pressure is used or their contents resulting from their explosion.

3. AIRCRAFT DAMAGE

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

4. WATER TANKS, APPARATUS OR PIPES

Loss or damage caused by bursting or overflowing

of domestic water tanks, apparatus or pipes but excluding:-

- (a) in respect of each and every loss the amount stated in the Schedule.
- (b) damage to water tanks apparatus or pipes;
- (c) destruction or damage occurring while the Residential Building is left untenanted in excess of the aforesaid ninety (90) days.

5. THEFT

Loss or damage caused by theft, only if accompanied by actual forcible and violent breaking into or out of a Residential Building or any attempt thereat.

PROVIDED that in the event of the Residential Building being left without an inhabitant therein for more than ninety (90) days whether consecutively or not in any one Period of Insurance the insurance against this Peril shall, unless otherwise agreed by endorsement hereon, be entirely suspended in respect of any period or periods during which the Residential Building may be unoccupied in excess of the aforesaid ninety (90) days.

6. IMPACT BY ROAD VEHICLE

Loss or damage caused by impact to the Property Insured by any road vehicles or animals not belonging to or under the control of the Insured or any member of his family normally residing with him.

7. EARTHQUAKE, VOLCANIC ERUPTION

Loss or damage directly caused by fire or otherwise occasioned by or through or in consequence of earthquake and volcanic eruption but excluding:-

- (a) in respect of each and every loss the amount stated in the Schedule.

8. HURRICANE, CYCLONE, TYPHOON, WINDSTORM AND FLOOD

Loss or damage directly caused by fire or otherwise occasioned by or through or in consequence of Hurricane, Cyclone, Typhoon and Windstorm but excluding:-

- (a) in respect of each and every loss the amount stated in the Schedule;
- (b) metal smoke stacks, awnings, blinds, signs or other outdoor fixtures and fittings;
- (c) premises in the 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;
- (d) any loss or damage caused by water or rain, whether driven by wind or not unless the building insured or containing the Property Insured shall first sustain actual damage to the roof or walls of same by the direct force of Hurricane, Cyclone, Typhoon and Windstorm and shall then be liable only for such damage to the interior of the building or the insured property therein as may be caused by water or rain entering the building through openings in the roof or walls made by the direct force of the said perils.

9. RIOT & STRIKE

Loss of or damage to the Property Insured 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 action of any lawfully constituted authority in suppressing or attempting to

suppress any such disturbance or in minimizing the consequences of any such disturbance.

- (c) The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
- (d) The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

10. MALICIOUS DAMAGE

Loss or damage to the Property Insured 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) not being an act amounting to or committed in connection with an occurrence mentioned in General Exception 1 but excluding:-

- (a) any loss or damage by explosion;
- (b) loss or damage arising out of or in the course of burglary, housebreaking, theft or larceny or any attempt thereat or caused by any person taking part therein.

11. SPRINKLER LEAKAGE

Loss or damage to the Property Insured directly caused by water or other fire extinguishing agent accidentally discharged or leaking from the automatic sprinkler installation and/or drencher and/or fire suppression or extinguishing installation or apparatus installed in the Property Insured.

This insurance does not cover loss or damage occasioned by or through or in consequence of:-

- a) explosion, the blowing up of buildings or blasting
- b) the order of any authority

- c) heat caused by fire
- d) repairs or alterations to the buildings or premises
- e) the automatic sprinkler installation being either repaired, removed or extended.

No liability shall attach if the Property Insured or containing the Property Insured becomes unoccupied and so remains for a period of more than thirty (30) days unless the Insured obtains the sanction of the Company signified by endorsement upon the Policy.

Special Conditions

- a) The Insured shall at all times during the currency of this Policy take all reasonable steps to maintain in proper working order the installation of Automatic Sprinklers, including the Automatic Alarm signal.
- b) The Company shall not be responsible for loss or damage which may occur after notice has been given to the Insured by the Company that Sprinkler Installations is/are liable to accident by reason of defective construction or condition nor if the Insured is himself aware of defect in construction or condition.

12. LANDSLIP AND SUBSIDENCE

Loss or damage to the Property Insured caused by landslip or subsidence and/or heave of the site on which the buildings stand or land belonging thereto, excluding:-

- a) in respect of each and every loss the amount stated in the Schedule.
- b) loss or damage to swimming pools, terraces, patios, drives, footpaths, walls, gates or fences unless the building, its outbuildings or garages are damaged by the same cause and at the same time.

- c) loss or damage to or resulting from movement of solid floor slabs unless the foundation beneath the external walls of the Property Insured are damaged by the same cause and at the same time.

- d) loss or damage occasioned by happening through, or in consequence of:
 - * coastal or river erosion.
 - * demolition, structural alteration or structural repair.
 - * defective design or inadequate construction of foundations.

13. SMOKE DAMAGE

Loss or damage to the Property Insured by fire or otherwise directly caused by smoke due to a sudden, unusual and faulty operation of any heating or cooking unit, only when such unit is connected to a chimney by exhaust pipe or vent pipe, and while in or on the described premises but not smoke from fire-places or industrial apparatus, excluding:-

- a) in respect of each and every loss the amount stated in the Schedule.

14. SPONTANEOUS COMBUSTION

Loss or damage to the Property Insured caused by its own spontaneous fermentation, heating or combustion.

15. 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.

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United States of America and/or any other applicable national economic or trade sanction law or regulations.

NOTICE

For all intents and purposes where there is a conflict or ambiguity as to the meaning in provisions of other languages of any part of the Contract, it is hereby agreed that the English version of the Contract shall prevail.

THIS POLICY AND ITS CONDITIONS SHOULD BE EXAMINED AND IF INCORRECT, RETURNED AT ONCE FOR ALTERATION.

火險保單

本保單是**安聯環球企業及專項保險-香港分公司**（以下稱為“本公司”）和渣打銀行（香港）有限公司（簡稱「本行」）與保障附表上列明的受保人之間所訂立的合約。茲證明本保單或更改附表上所列之承保條款、細則、除外條款為依歸下，本公司同意賠償給受保人任何或所有由以下所列保險期內所發生之受保事項。本保單、保障附表及更改附表內各有效之部份，均被視為同一份文件並應一併閱讀。

本保單的訂立乃基於本保單所載的受保人已支付了本公司同意接受的保費以及按照受保人列於申請書上的事實資料（或在受保人投保本保險時提供）及在受保人提交申請書時所披露任何的資料（或在受保人投保本保險時提供）。如受保人在合約訂立前就任何事實資料或披露事項作虛假陳述，可能導致受保人的保險合約無效、被拒或減少受保人的索賠、更改保險合約條款或終止保險合約。

本公司同意本協議條款和細則，或在此認可或更改或以其他方式表示，如上述保障附表中描述受保的財物或該財物的任何部分，在附表中註明的保險期間或受保人已支付、本公司已接受本保單續保所需的保費的任何後續期間內，因本保單受保風險而導致受保財物損失或損毀，本公司會賠付予受保人該受保財物在損毀發生時的恢復原狀價值或總投保額（以較低者為準），減去受保人根據保險條款所需承擔的自負金額。

無論在任何情況下，本公司履行之責任均不超過在保障附表中列明的投保金額或在已簽署的更改附表中由本公司或代表同意之總投保額。

本公司根據本保單因任何責任而需要作任何支付的先決條件乃受保人需完成或遵守履行任何相關列明於保單和更改附表上的條款及細則。

本總保單的受保範圍是：

- A 安聯火險
- B 安聯商業火險

保單條款

1. 認別

本保險單及保障附表應被視為一份完整合約，並應一併閱讀。凡在本保險單或保障附表的任何部分具有特定含義的文字和詞句，不論其在何處出現，均具有同等意思。

2. 支付賠償

除另有明確說明，否則本公司不對受保人以外的任何人士給予本公司任何權利。此外，本公司不得以任何方式轉移受保人的利益，除受保人已身故或在其他情況下因法律施行為由，及直至本公司認可其更改，才能繼續受保。

3. 索賠權

本保單賠償的權益只供受保人擁有。所有索償均須由受保人或其代表申報，受保人所簽定的責任解除書將視為本公司完全履行所有因是次損失或損毀的法律責任。

4. 改動及遷移

除非受保人在損毀發生前已獲得本公司的書面同意，否則在發生下列任何一項情況時，本保單將會失效：

- (a) 若受保地點的情況出現改變，使任何受保風險提高；
- (b) 若受保地點空置連續超過六星期或以上；
- (c) 若在受保地點中的受保財物被遷移；
- (d) 若受保人轉移受保財物的權益，但不包括身故或法律上的當然轉移。

5. 總保額

由所有或其中一個受保風險於任何受保期間導致的損失或損毀，本公司的總責任將不會超過損毀時各分項的受保金額或大於保障附表上列明的總投保額或高於其他由本公司或本公司的代表在此保險單內簽署或更改附表取代之金額。

6. 不足額保險

若所保財物發生損毀時，其總值較其保額為高，則受保人須被視為有關餘額自行承保人，並以分攤比例方式承擔損失的責任。若受保財物不止一項時，應按照本細則規定逐項分攤。

7. 索償步驟（由受保人採取行動）

若受保人知悉有任何受保財物的損毀或損失時，導致或可能導致本保單作出索償時，受保人須立即或於發生損失或損毀的六十天內自費以書面形式通知本公司及因應合理要求下連同有關詳細資料和證明一併呈交。若因盜竊或任何意圖盜竊所造成損失或損毀，必須立刻通知警方。

若本公司選定恢復任何建築物的原狀，受保人應提供所需的圖樣、尺寸說明書、數量等細節。

根據保單條款第三部份引述，受保人在知悉任何已發生意外或索賠時應儘速向本公司以書面形式提供其所有詳細資料、及通知有關任何法令、傳票或其他已啟動之法律程序或受保人已被起訴，及提供相關資料以協助本公司解決或抵制任何索賠或提出訴訟。

受保人在未經本公司書面同意下，不得就任何損害作出補償支出及在未經本公司同意下私自協商、支付、和解、承認授予或拒絕接受任何賠償。

8. 持有權利

本公司獲授權：-

在本保險單或其受本公司核實之複印本所賦予的權利下，本公司有權可進入蒙受損失或損毀之受保建築物，接收並持有受保財物以及以合理的方式處理殘值。受保人不得遺棄任何已經或尚未被本公司接管的財物。

本公司有權自費以受保人名義和為本公司的利益作任何全權決定、控制和進行任何訴訟和理賠及向第三方作責任追討追償。

9. 利益喪失

如以欺詐方式提出索償或受保人或其代表以欺詐的方式或手段圖謀本保險單的利益；或有關損失或損毀乃在受保人故意或縱容行為所致；或在索償申請被拒絕後十二個月內不採取法律行動或展開訴訟；或（在根據本保險單第12條的規定而作出仲裁的情況下）在仲裁員裁判後十二個月內不採取法律行動或展開訴訟，則本保險單的一切利益將喪失。

10. 不可註銷保單條款

凡取消保單前，本公司先取得保障附表內承接人的正式同意，並立即通知上述的承接人有關任何保險條款之變動。本條款不應影響保費繳付條文。

11. 冷靜期（不適用於續保保單）

若閣下不論任何原因決定不選用本保單，請於收到保單後十四天內將保單退還給本公司以辦理取消手續，所有已付保費將獲全數退還並不附有任何利息。在這情況下，本保單將被視為自訂立當日起無效，本公司概不承擔任何損失、損毀或招致之責任。

12. 仲裁

若只就損失或損毀之賠償額發生爭議時，應以書面形式將之提交予一位被指派仲裁員作出裁決；如未能經由該仲裁員作出協議，則於兩個月內由雙方以書面方式委任各一名無利益關係人士為仲裁員。如任何一方在收到書面通知後兩個月內拒絕或未能指派另一名仲裁員，則另一方所委派之

仲裁員將為唯一仲裁員。如兩位仲裁員之間有分歧，則應將爭議與進入仲裁前所書面委任之公斷人主持下審斷。任何一方之身故並不造成撤銷或影響仲裁裁決、仲裁員或公斷人的權限或權利；若在仲裁員或公斷人身故的情況下，則由該方或仲裁員（視情況而定）或公斷人所指派之接任人繼任。相關之費用及賠償額將由仲裁員或公斷人全權作出仲裁裁決。本保險單謹此明文規定及聲明須先獲得由仲裁員或公斷人對賠償額之裁決，方可對本保險單提出法律訴訟。

13. 合理預防措施

受保人作為受保財物之主應盡全力保持受保財物處於良好狀態，當發現受保財物有任何缺陷，應儘快採取所有妥善護理措施及同時須根據情況防止損毀或損傷以維持受保財物應有的良好狀態。若本公司或任何個人或公共機構知悉受保人未有作出補救措施，本公司概不負責此缺失造成的損失或損傷。

凡受保人有對租賃和/或佔用的受保物業的設計、結構和材料進行任何更改和/或令風險增加，必須先以書面通知本公司。

受保人應遵循適用法律，條例及業內守則及指引：

- i) 在香港特別行政區(下稱“香港”)司法管轄權下政府或監管機構頒布之消防安全標準和/或;
- ii) 職業安全健康專員; 和/或
- iii) 接獲通知和無理會違反規定而可能影響或增加風險的任何法定責任。

14. 恢復原狀價值

若受保財物出現損毀，本保險單所應支付的金額將為投保額或有關受破損財物的恢復原狀價值，以較低者及扣除保單的自負額後之價值為準。

在本條款下，「恢復受保財物原狀的價值」乃指由本公司從製造商、授權代理人或代理人、授權經紀、授權經銷商或建築承建商取得損失或損毀的受保財物的重置或修復估值。

如本公司未能從製造商、授權獨家代理人或代理

人、授權經紀、授權經銷商或建築承建商取得對損失或損毀受保財物的估值，則由本公司及受保人共同委任的註冊理賠師提供。任何對本公司有關恢復受保財物原狀價值而進行的法律訴訟中之最終的估值；將由製造商、授權獨家代理人或代理人、授權經紀商、建築承建商、有認可資格的理賠師來釐定。

15. 受保財物的地理限制

本保單的覆蓋範圍僅限於香港境內的物業。

16. 管制法例及司法管轄權

本保單須受香港特別行政區法律管轄，並須按照香港法律作詮釋。

本保單提供的賠償不適用於並非第一時間在香港特別行政區司法管轄及具有權威性之法庭內裁定或獲取之判決或由上述法庭因雙邊協議或其他原因加批在香港以外地方所發之判決上而獲取之命令；及(ii) 由任何索償人向受保人追討不在香港發生和不在香港屬可追討的訴訟費用及開支。

17. 合約權力除外（第三者權利）條例

任何人士或法人如不屬於本保單內一方，不能根據《合約（第三者權利）條例》（香港法例第623章）強制執行本保單的任何條款。

18. 代位求償

本公司按照本保險單在支付賠款或恢復原狀價值之後而得的代位求償權利，受保人需同意及協助本公司向第三者追償或追究責任之一切必需或合理行動，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自費辦理。

19. 總保單取消條款

此保單及受保財物可隨時因應本行或本公司之要求於三個月內以書面通知對方而中止及所有按照保險單內的條款所規定繼續生效至生效日期結束或基於所有各方協議下進行。

一般除外責任

本保單不承保：

1. 因以下原因直接或間接所導致的任何損失或毀壞：

a) 戰爭、侵略、外敵行動、戰鬥或類似戰爭行動（不論是否已宣戰）或內戰；

b) 叛變、暴動、軍事或民事反叛、起義、革命、軍事或篡奪、戒嚴或圍困狀態或任何導致宣告或實施戒嚴或圍困狀態。

- c) 任何恐怖主義活動

恐怖主義活動指任何人士或團體，不論單獨行事或代表或與任何組織或政府一併行事所採取的一項行動，包括但不限於使用武力或/和暴力，或以作為威脅，以達到政治、宗教、意識形態或類似目的，包括意圖影響任何政府以及令公眾人士或/和其任何部份感到惶恐。

本保單並不承保任何因出現異常狀況所產生之直接或間接引起或通過或因而導致的損失、損毀及因施行應急措施而產生的費用或支出（無論是實質或其他狀態）。除非受保人證明此類損失、損毀或由施行應急措施而產生的費用或支出與這異常情況無關。

倘若本公司聲稱基於除外責任，本保單不保障任何損失、損毀或因施行應急措施而產生的費用或支出，受保人須提出任何相反舉證。

2. (i)(a) 有關住所所在國家或地方，不論在法律上或事實上之政府或公職、市政或地區當局下令對受保財物之充公、強迫徵用、收回、毀壞或損毀而產生或因而產生或直接或間接導致的損失或損毀或受保財物本身發酵、自燃發熱或受保財物正在涉及任何加熱或烘乾過程；

(b) 由核武器材料直接或間接產生或引致或導致的損失、損毀或因施行應急措施而產生的費用或支出。

(ii) 由任何核子燃料或由核子燃料因燃燒產生之任何核子廢物引致電離、輻射或輻射污染，而燃燒一詞須包括核子分裂之任何自發程序從而直接或間接導致的損失、損毀或因施行應急措施而產生的費用或支出；但只在一般除外責任條款2.(ii)內適用；

3. 任何種類的相應損失或損毀。

4. 任何由以下原因所涉及之直接或間接導致或所引致之索償或損失：

(a) 石棉或

(b) 任何實際或指稱含有石棉所構成相關傷害，或涉及過程於使用、呈現、存在、檢測、移除、排除或清拆石棉、或暴露、或潛在接觸石棉情況。

保障(A)保障條款：安聯火險

第一部份 - 建築住宅的損失或損毀

本公司會賠償受保人因以下風險而導致建築住宅的損失或損毀，其指建築物結構本身為由受保人所擁有的私人住宅或私人公寓，包括僅用於私人住宅用途之辦公室、車庫、附屬建築物、房東的固定裝置和配件，但地基及排水渠除外。

本公司將以支付或選擇以維修或恢復財物原狀方式，就受保財物因以下起因遭受意外損失或損毀而向受保人予以賠償：-

- 1) 火災、閃電、雷電或地下火
- 2) 爆炸

- 3) 飛機損毀
- 4) 水箱、輸水裝置或水管
- 5) 盜竊
- 6) 汽車撞擊
- 7) 地震或火山爆發
- 8) 颶風、氣旋、颱風、風暴及洪水
- 9) 暴動與罷工
- 10) 惡意破壞
- 11) 消防灑水裝置滲漏
- 12) 山泥傾瀉及地陷
- 13) 煙霧損毀
- 14) 自燃
- 15) 山火

(受附錄A之條款限制)

第二部份 - 臨時居所或租金損失的額外開支

本公司會賠償予受保人在保障附表中的受保物業因受保風險而導致損失，並於恢復原狀期間不適宜居住。本公司會賠付予受保人於需要恢復原狀期間金額不超過港幣五萬元正或總投保金額的百分之十或以受保建築物總投保金額為上限。

- a) 受保人作為業主而非物業佔用人之實際租金損失;及/或
- b) 作為物業佔用人因租住臨時居所之合理的額外費用。

除非本部份另有說明，本公司不保障任何種類的相應損失或損毀。本部份可索償的金額應排除建築物總保額。

第三部份 - 公眾責任保障

本公司會賠償予受保人就每項單一事故引起的任何一項或一連串的申索而需負上的法律責任及由此引起的費用及開支而最高賠償限額為港幣三百萬元正：

建築住宅的業主就建築住宅的缺陷引致的意外事故，或由於受保建築物的固定裝置和配件、牆壁、門閘、圍欄和周邊樹林的缺陷而引起的意外事故。

在保險期內發生並引致的：

- 1) 對任何人士之身體損傷而此人士非受保人的家庭或家屬成員亦非為受保人或其家屬提供服務之人士；
- 2) 並非屬於受保人的家庭或家屬成員或任何為受保人或其家屬成員提供服務人士所擁有或看管或控制下的財物損失或損毀。

倘由同一事故引致或產生任何一宗或一連串的索償，均不得超過列明於保障附表規限的投保金額。

本公司將因以下項目額外賠償受保人：

a) 任何索償人向受保人追討的法律費用及開支，而這些費用於本公司已支付或提出支付全部索償之前產生(如適用)，或就上述任何一宗事故而可追討的總額；

b) 經本公司同意的法律費用及開支。

本公司亦毋須對以下項目負責：

(i) 由以下情況導致的損傷或毀壞：

- a) 受保人的職業或業務，或
- b) 受保人或其代表所擁有及佔有或使用任何升降機、汽車、船艇或其他機動器械；
- c) 對受保物業進行改動、加建、維修或裝飾。

(ii) 受保人在任何合約需負上或不用負上的責任或協議。

如受保人身故，本公司會根據受保人引致的責任，按照這部份的賠償限額賠償給受保人的個人代表，該個人代表須如同受保人一般，完全遵守及履行保單所載條款。

本部份不適用於受保人使用其住宅樓宇的任何部分進行受保人的業務。

在本部份“受保人”應包括受保人的丈夫或妻子。

本部份提供的賠償不適用於並非第一時間在香港特別行政區司法管轄及具有權威性之法庭內裁定或獲取之判決或由上述法庭因雙邊協議或其他原因加批在香港以外地方所發之判決上而獲取之命令。凡任何索賠，如受保人有權在其他保險單獲得賠償，本保單不得被要求分攤。根據本保險單的賠償限額，只限於載於本保單保障附表及賠償限額表的每宗損失須承擔之金額，但不包括其他保險單的任何賠償金額。

保障(B) 保障條款：安聯商業火險保障

第一部份-商業樓宇的損失或損毀

本公司會賠償受保人因受保風險對其商業樓宇所造成的損失或損毀，而受保人於保障附表內受保地點的建築物僅為商業用途，而受保建築物包括其結構、固定裝置和配件，但不包括地基和排水系統。

本公司將以支付、維修或恢復原狀方式，就樓宇內的受保財物因以下起因遭受意外損失或損毀而向受保人予以賠償：-

- 1) 火災，閃電，雷電或地下火
- 2) 爆炸
- 3) 飛機損毀
- 4) 水箱、輸水裝置或水管
- 5) 汽車撞擊
- 6) 地震或火山爆發

- 7) 颶風、氣旋、颱風、風暴及洪水
- 8) 暴動與罷工
- 9) 惡意破壞
- 10) 消防灑水裝置滲漏
- 11) 山泥傾瀉及地陷
- 12) 自燃
- 13) 山火

(受附錄A之條款限制)

總保單附加條款

1. 自負額條款

若所保財物因任何受保風險直接蒙受損失或損毀時(因火災引起除外)，本公司將僅須承擔按照損毀的比例分攤條款計算後而超過本保障附表規定之金額。本條款分別適用於：

- i) 在保障附表中列明在同一地址中的受保物業之所有受保建築物均視為同一建築物。
- ii) 每次損失指每一事故之損失，而保險期內每連續七天內發生的事故均視為同一事故。

以下為本部份每宗索償適用之自負額：

- (a) 水箱、輸水裝置或水管：港幣一百五十元正
- (b) 地震或火山爆發：港幣七百五十元正
- (c) 颶風、氣旋、颱風、風暴及洪水：港幣七百五十元正
- (d) 山泥傾瀉及地陷：港幣一萬元正或該損失金額之百分之十(以較高者為準)
- (e) 煙霧損毀：港幣七百五十元正

2. 自動回復投保額

除非受保人以書面提出相反意見，否則已作出之索償將遞減保障附表所列的財物的價值：

- (a) 按保障(A)，保障額將會在損毀日起自動回復，而不須繳付額外保費。
- (b) 按保障(B)，受保人必須繳付由恢復日至本保單屆滿日止之有關額外保費。

3. 錯誤與遺漏與錯誤描述條款

當發現任何錯誤疏忽或錯誤陳述而立即通知本公司，受保人及本保單的利益不會因任何非故意及/或疏忽失誤或不正確描述有關風險或受保財物而受損。受保人在有需要情況下須付予由承保日起之承保風險增加的額外保費。

4. 專業費用條款（保額的百分之五）

當受保財物因火災或其他受保風險而損毀需要恢復受損財物原狀以致產生之必然支出：建築師、測量師及顧問工程師費用用作計算圖樣、尺寸證明書、數量細節、投標及監督等，此支出限於每一項受保財物的承保額中包含不多於保額的百分之五，但非為準備索賠工作之費用；並茲所明白到支付該費用之金額在財物受損期間將不超過據其專業學會組織普遍之收費表。本公司在本條款項下的總責任將不超過每項受保物品的受保金額。

5. 廢棄物清理（保額的百分之五）

每一項受保財物的承保額中已包含不多於投保額百分之五的必然支出費用，而該費用或支出需獲本公司同意進行：

- 清理有關廢物；
- 拆除或拆卸（適用於建築物及機器）；
- 支撐或承托（適用於建築物及機器）；
- 臨時維修；

於此條款下，若本保險單之受保財物或其部份因火災或其他受保風險而被損毀，本公司對任何一項受保財物的總責任將不會超過投保額。

本保險單毋須賠償以下的費用或開支：

- 在鄰近受保地點的地方或受保範圍以外清理廢物。
- 非受保財物引起的污染或感染。

6. 分攤賠款（多於一份保障）

若受保住宅樓宇發生損毀或損失時，而受保人同時為此損毀財物另有其他保險所保障；本公司將以本保險單為唯一保單作賠償後，再向其他有關保險公司追討此索償。

7. 承接人條款

當受保財物發生損失時，本公司根據本保單會賠予保障附表中列明之承接人。

本公司同意將按承接人或轉讓人之利益範圍內賠付予承接人或轉讓人因意外引致的財物損失或損毀，但不得超過投保金額或恢復原狀價值（減除折舊如適用），及以較低者為準。按揭貸款人或受保物業擁有人之任何行動或疏忽或在受保樓宇內外之工作而令風險增加，在承接人或轉讓人不知情下，屬於承接人或轉讓人利益範圍內之保險將不應因此而失效。當承接人或轉讓人知道擁有權已改變、改建或風險增加，承接人或轉讓人應儘快將所知之改變、改建、風險增加通知本公司及付予從這風險開始增加時之適當附加保費。

本公司亦同意賠付予承接人或轉讓人在本保單所述之投保的損失或損毀金額，並聲稱因此在按揭貸款人或受保財物擁有人方面，並無責任存在，本公司須即時按法例規定取代承接人或所述轉讓人支付賠償的一切權利，承接人或轉讓人須根據本公司的要求，合理地執行一切行動、契據，轉讓、轉讓契約、文書和有關的行動，從而使本公司能有效地接收其代位權。但上述代位權的改變，將不會影響承接人或轉讓人索取全部賠償。

本條款將不會在任何途徑對本公司、按揭貸款人、或受保物業擁有人構成或認為構成任何豁免、損害或影響本公司對按揭貸款人或受保物業擁有人之權利或減輕加於按揭貸款人或受保物業擁有人在保單上或法律上之責任。上述權利、責任對本公司、按揭貸款人或受保物業擁有人將會維持全部之效力和影響。

8. 工程條款

本保單所述的受保財物之損失或損毀不會因受保地點由外判承包商所進行合法的小型改建、維修、裝修或保養工程而受影響（結構改建或維修除外），而該等有關工程的每張合約總值不可超過本保單保額的百分之十。

9. 自動續保條款

本保單將於每一個續保年度收取所須的保費時自動續保一年。承接人/銀行或受保人可於來年保單年度續保前通知本公司更改保單條款或取消保單。

10. 汽油保證條款（有關停車場）

所有索賠及損失直接或間接或建基於受保地點之內並無儲存任何汽油或其他液體燃料，除非儲存於車輛之油缸內及儲存在不超過4加侖（18公升）於有蓋的金屬罐內。

附錄一 保障範圍之描述

1. 火災、電擊、雷擊、地下火

由火災、電擊、雷擊或地下火引致的財物損失或損毀。

2. 爆炸

由爆炸引致受保財物的損失或損毀，但不包括鍋爐、節省燃料裝置或其他使用汽壓之器皿、機器或器具因爆炸而造成的損毀，或內置部件因其本身爆炸而造成的損毀。

3. 飛機損毀

因飛機及其他航空機器及/或由其墜落之物件直接引致的損失或損毀，但不包括獲受保人批准之飛機降落而造成的損毀。

4. 水箱、輸水裝置或水管

因水箱、輸水裝置或水管爆裂或滿溢造成的損失或損毀，但不包括：-

- 於保障附表列明的每宗或每次事故之損失的金額。
- 水箱、輸水裝置或水管出現損毀；
- 住宅樓宇空置超過九十日期間發生的破壞或損毀。

5. 盜竊

因盜竊而造成的損失或損毀，除非有確實或任何

企圖盜竊以強迫和暴力進入或離開建築住宅的情況。

如在任何一個保險期內，住宅樓宇在沒有人居住的情況下不論是否連續超過九十日，另有約定除外；本保單將終止任何空置期內超過九十日空置期後之保障。

6. 汽車撞擊

因任何不屬於或不在受保人及其任何通常同住的家屬成員控制下的汽車或動物碰撞所造成受保財物的損失或損毀。

7. 地震及火山爆發

因地震及火山爆發直接或間接引致的火警或其他災險所造成之損失或損毀，但不包括：-

- 於保障附表列明的每宗或每次事故之損失的金額。

8. 颶風、氣旋、颱風、風暴及洪水

因火災直接引致的或由於颶風、氣旋、颱風、風暴及洪水所造成之損失或損毀，但不包括：-

- 於保障附表列明的每宗或每次事故之損失的金額；
- 金屬煙囪、帆布蓬、窗簾、招牌或其他戶外裝置；
- 建築、改建或修理中之房屋，除非其所有戶外門、窗和孔洞等作好颶風或風暴之防禦措施及特別承保外。
- 無論因風災或非風災促成的水或雨水導致受保建築物或財物的損失或損毀；除非受保建築物或財物因颶風、氣旋、颱風及風暴引致屋頂或牆身直接承受而首先蒙受實際損失、損毀，而其中因這受保風險促使水或雨水直接由屋頂或牆壁上的破孔迫入

建築物內部；進而需要承擔此建築物內部或受保財物的損毀。

9. 暴動與罷工

因下列情況直接引致受保財物的損失或損毀：-

- (a) 任何人士與其他人士共同擾亂公眾安寧的行為（不論是否與罷工或被停工有關）；
- (b) 任何合法機關因鎮壓或企圖鎮壓而作出的行動。
- (c) 任何罷工或停工人士促使罷工或抵抗停工的故意行為。
- (d) 任何合法機關因預防或試圖防止或減低影響而作出之行動。

10. 惡意破壞

因任何人士的惡意行為直接造成的損失或損毀（不論該等作為是否擾亂公眾安寧），該行為非意味著或與一般除外責任1有所連繫，但不包括：-

- (a) 爆炸造成的任何損失及損毀；
- (b) 由任何人士參與其中或任何意圖進入室內行竊、爆竊、盜竊或偷盜而導致的損失或損毀。

11. 消防灑水裝置滲漏

因受保財物安裝的自動消防灑水裝置和／或灑水器和／或滅火系統或裝置或設備出現排水洩漏或其他滅火劑滲漏而造成受保財物的損失或損毀。

本保單不承保以下原因促成或促使或引致的損失或損毀：-

- a) 爆炸、爆破建築物或炸藥爆破；
- b) 有關當局的指令；
- c) 由火產生的熱力；

- d) 建築物或物業的維修或改裝；
- e) 自動消防灑水裝置經過維修、搬遷或延展。

除受保人已取得本公司所簽發認可之附錄於保單的更改附表，否則本公司概不負責任何空置超過三十日之樓宇或其中的財物。

特別條文

- a) 受保人須在受保期間任何時刻採取一切合理的措施，保養所述的自動消防灑水裝置（包括自動警報訊號系統）並盡力在其責任範圍內保持一切正常運作。
- b) 若本公司已通知受保人或受保人已發現消防灑水裝置本身或因安裝條件不合格或缺陷而導致意外發生；本公司將不負責以上原因促成或引致的損失或損毀。

12. 山泥傾瀉及地陷

由山泥傾瀉及地陷／或地層升降而引致受保建築物的財物損失或損毀，但不包括：-

- a) 於保障附表列明的每宗或每次事故之損失的金額。
- b) 除非受保建築物或其附屬建築物或車庫因相同原因和同時蒙受損失或損毀，否則游泳池、露台、庭院、車道、人行道、牆壁、閘門或圍欄的損失或損毀不應包括在內。
- c) 除非受保建築物外牆下方的地基因相同原因和同時蒙受損失或損毀，否則實木地板的移動引致的或造成的損失或損毀不應包括在內。
- d) 由下列事件所引致的損失或損毀：
 - 海岸或河流的侵蝕

- 拆除、結構改造或結構修復
- 設計缺陷或地基工程錯誤

13. 煙霧損毀

因突然、異常和錯誤使用下的火爐或工業用具造成火災或煙霧而引致的受保財物損失或損毀，但僅在該用具已通過排氣管或通風管連接到煙囪時，或進入物業中的煙霧並非來自火爐或工業用具的情況下，但不包括：-

- a) 於保障附表列明的每宗或每次事故之損失的金額。

14. 自燃

受保財物自行出現發霉、發熱或燃燒引致的損失或損毀。

15. 山火

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的損毀，但不包括受保人或其代表以火開拓或清理土地而造成的損毀。

制裁責任限制及不受保條款

就本保險公司所提供的保險及任何賠償款項或利益責任，若提供該等保障、支付該等索償或提供該等利益可能使承保人受到聯合國決議的任何制裁、禁令或限制、或遭受歐盟、英國或美國的貿易或經濟制裁，或違反歐盟、英國或美國的法律或法規，則本保險公司在任何情況下均不得視為提供任何保險，及不會承擔任何賠償或提供任何利益之責任。

注意

此中文譯本只供參考之用，如中英文版本的條款有任何分歧，以英文版本為準。

此保單及其細則應予以查核。一旦出現不正確地方，請交回本公司作修改。