



Blue Cross 藍十字

An **AIA** Company 友邦保險成員公司



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ACCIDENTAL DAMAGE (PROPERTY) INSURANCE

Terms and Conditions 條款及細則

Please read these terms and conditions carefully.
Should you have any queries, please contact us for assistance.
請詳細閱讀此條款及細則。如有任何查詢，請與我們聯繫。

Blue Cross (Asia-Pacific) Insurance Limited is a subsidiary of AIA Group Limited. It is not affiliated with or related in any way to Blue Cross and Blue Shield Association or any of its affiliates or licensees.

藍十字（亞太）保險有限公司乃友邦保險控股有限公司之子公司，與 Blue Cross and Blue Shield Association 及其任何關聯公司或持牌人並無任何關聯。

Blue Cross (Asia-Pacific) Insurance Limited (hereinafter called 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 and 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 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 or 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, economisers, vessels, tubes or pipes nipple, leakage or the failure of welds of boilers;
- (v) mechanical or electrical breakdown or derangement of machinery or equipment;
- (vi) bursting, overflowing, discharging or leaking of water tanks, apparatus or pipes when the Premises are empty or disused

unless:

- (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 landslip;
 - (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.
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 organisation. 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, nationalisation, commandeering or requisition by any lawfully constituted authority;
 - (ii) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person
Provided that the Company is not relieved of any liability to the Insured in respect of Damage to the property insured occurring before dispossession or during temporary dispossession which is otherwise insured by this Policy.
 - (e) the destruction of property by order of government or any public authority.
- In any action, suit or other proceedings 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 materials;
 - (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

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, strike, 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 or erection and materials or supplies in connection therewith;
 - (d) land (including topsoil, 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 excluded ensues and then the Company shall be liable only for such ensuing Damage;
 - (i) property more specifically insured.
4. property which, at the time of the happening of 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, economisers, turbines or other vessels, machinery or apparatus in which pressure is used or their contents resulting from their explosion or rupture.

DEDUCTIBLES

This Policy does not cover the amounts of the deductibles stated in the Schedule in respect of each and every Damage as ascertained after the application of all other terms and conditions of the Policy including any condition of Average.

Warranted that during the currency of the Policy the Insured shall not effect insurance in respect of the amounts of the deductibles stated in the Schedule.

CONDITIONS

1. Identification

This Policy and the Schedule (which forms an integral part of 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 of any of the property hereby insured, or of any building or place in which such property is contained, or of the business or the 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, in which case the Company will retain the customary short period rate for the time the Policy has been in force;
- (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 be used by the Insured or anyone acting on his behalf to obtain any benefits under this Policy;
- (b) if any Damage be 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 right;
- (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 wilful 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 persons authorised by the Company may, without hereby incurring any liability or diminishing any of the Company's rights under this Policy,:
 - (i) enter and take and 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 replacement 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 sum 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.

ADDITIONAL CLAUSE

1. It is hereby declared and agreed that notwithstanding anything to the contrary in this Policy:
 - (a) The Company may, on such notice in writing as the Company may decide, terminate this Policy at any time, whether with effect from inception of this Policy or otherwise, in circumstances where the Policyholder, the Insured or any person or entity connected with this Policy have exposed or may, in the Company's opinion, expose the Company to the risk of being or becoming subject to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or any jurisdiction applicable to the Company, or any other applicable economic or trade sanction laws or regulations. The Company shall not thereafter be required to transact any business with the Policyholder and/or the Insured and/or any person or entity connected with this Policy, including but not limited to making or receiving any payments under this Policy.
 - (b) Without prejudice to paragraph (a) above, this Policy shall not be deemed to provide cover and the Company shall not 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 the Company to any, or any risk of, sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or any jurisdiction applicable to the Company, or any other applicable economic or trade sanction laws or regulations.