



Fire Insurance Policy

Important Notes:

This policy is underwritten by OneDegree Hong Kong Limited, which is authorized and regulated by the Insurance Authority of the Hong Kong SAR. OneDegree Hong Kong Limited will be responsible for providing your insurance coverage and handling claims under your policy.

Your right to cancel the policy

If you do not need this policy, please inform us within 7 days of receipt of this policy. Under the condition that there is no claim has arisen under this policy, We will cancel this plan and refund any premium you have paid. Otherwise, we will assume you have accepted this plan subject to its terms and conditions.

Policy renewal

This policy will be automatically renewed after each Period of Insurance based on the latest premium and policy terms which will be sent to you by email 30 days before the end of the current Period of Insurance. We reserve the right to alter premiums at renewal and we reserve the right not to renew this policy at the end of the current Period of Insurance.

Nov 2023



This Policy, the Schedule and any Endorsement thereon shall be considered one document 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 OneDegree Hong Kong Limited (hereinafter defined as the Company) the Premium mentioned in the Schedule.

The Company Agrees (subject to the terms exceptions and conditions contained herein or endorsed or otherwise expressed hereon which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the rights of the Insured to recover hereunder) that if the Property Insured at the Situation described in the Schedule or any part thereof shall suffer any loss destruction or damage (hereinafter referred to as 'Damage') caused by fire, or by lightning, or by explosion of boilers or gas used for domestic purposes only, or by any Extra Peril specified in the Schedule, at any time during the Period of Insurance or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of this Policy, the Company will pay to the Insured the value of the Property Insured at the time of the happening of its loss or destruction or the amount of such Damage or at the Company's option reinstate or replace such Property or any part thereof

Provided that the liability of the Company shall in no case exceed:

- (a) in the whole the total sum insured or in respect of any item its sum insured at the time of the Damage, or
- (b) if any other Damage shall have occurred during the same Period of Insurance, the sum insured remaining after payment for such Damage unless the Company shall have agreed to reinstate any such sum insured.

Exceptions

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

1. Damage occasioned by or through or in consequence of, directly or indirectly, any of the following:

- (a) fire or explosion resulting from earthquake, volcanic eruption or other convulsion of nature;
- (b) the Property Insured's own spontaneous fermentation or heating;
- (c) the Property Insured undergoing any process involving the application of heat;
- (d) burning whether accidental or otherwise of forests, bush, prairie, pampas or jungle, and the clearing of lands by fire;
- (e) the burning of property by order of any public authority;
- (f) riot, civil commotion, strikers or locked-out workers;
- (g) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war;
- (h) mutiny, military or popular uprising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege;
- (i) any nuclear weapons material;
- (j) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, solely for the purpose of this exception combustion shall include any self-sustaining process of nuclear fission;
- (k) pollution or contamination not resulting from an insured peril;
- (l) theft during or after the occurrence of a fire;
- (m) explosion other than of boilers or gas used for domestic purposes only;
- (n) Any act of nuclear, chemical, biological terrorism ("NCB terrorism") regardless of any other cause or event contributing concurrently or in any other sequence to the loss.



For the purpose of this clause:

An act of “NCB terrorism” shall mean an act, including but not limited to the use or the threat thereof, of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and or Biological agent during the period of this insurance by 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 purpose including the intention to influence any government and/or to put the public, or any section of the public, in fear.

“Chemical” agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

“Biological” agent shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which cause illness and/or death in humans, animals or plants.

This clause 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 any act of NCB terrorism.

If the Company allege that by reason of this clause, any loss, damage, cost or expense is not covered by this Policy, the burden of proving the contrary shall be upon you.

In the event any portion of this clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

2. Damage to any electrical machine, apparatus, or any portion of the electrical installation arising from or occasioned by its own over-running, excessive pressure, short circuiting, self heating, arcing or leakage of electricity arising from whatever cause (lightning included);
3. Damage to property which at the time of the happening of such Damage is insured by, or would but for the existence of this Policy, be insured by any marine policy or policies, except in respect of any excess beyond the amount which would have been payable under such marine policy or policies had this Policy not been effected;
4. Goods held in trust or on commission unless the Insured is legally liable, bullion, unset precious stones, works of art, manuscripts, plans, drawings or designs, patterns, models, moulds, securities, obligations, documents, stamps, coined or paper money, cheques, books of accounts, business books, computer systems records, explosives;
5. Consequential loss or damage of any kind or description.
6. Sanction Limitation and Exclusion Clause
The Company shall not be deemed to provide cover and 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 sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the People’s Republic of China.



Conditions

1. Identification

This Policy and the Schedule (which forms an integral part of the Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they may appear.

2. Misrepresentation

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

3. Reasonable Precautions

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

4. Alterations and Removals

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

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

5. Minimum Premium

This policy is subject to a minimum charge of HKD400.

6. 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 premium at the customary short period rate for the time the Policy has been in force;

Short Period Rate:

Period Covered (not exceeding)	Premium Refund
1 month	90%
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%



In any case the Company shall retain a minimum fee of HKD400 regardless of the length of Period Covered.

If cancellation is made before first day of Period of Insurance, the amount of refund premium shall be 100% of premium paid, subject to deduction of an administration fee of HKD400.

Nevertheless, in the event any claim has arisen under this Policy prior to the date of cancellation, no refund of premium shall be made by the Company.

- (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 rateable proportion of the premium for the unexpired term from the date of the cancellation and subject to a minimum retaining fee of HKD400.

7. Warranties

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

8. Claims (Action by the Insured)

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 minimize the Damage and recover any missing property
 - (ii) give notice in writing to the Company
 - (iii) give notice to the Police in the event of deliberate or malicious damage;
- (b) within 30 days or such further time as the Company may in writing allow deliver to the Company
- (i) a claim in writing for the Damage containing as particular an account as may be reasonably practical of all the several articles or items of property Damaged and the amount of Damage thereto respectively, having regard to their value at the time of the Damage
 - (ii) particulars of all other insurances if any;
- (c) at all times at his own expense provide to the Company all such information and available documents or proofs regarding
- (i) the origin and cause of the Damage and the circumstances under which the Damage occurred
 - (ii) any matter touching the liability or the amount of liability of the Company

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

9. Forfeiture of Benefits

All benefits under this Policy shall be forfeited:

- (a) if any claim made be in any respect fraudulent;
- (b) if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain benefit under this Policy;
- (c) if any Damage is caused by the wilful act or with the connivance of the Insured;



- (d) if the Insured or any person acting on his behalf shall hinder or obstruct the Company in the exercise of its rights;
- (e) in respect of any claim made and rejected if an action or suit be not commenced within twelve months after such rejection;
- (f) in respect of any claim where arbitration takes place pursuant to Condition 14 of this Policy and an action or suit be not commenced within twelve months after the making of an arbitration award;
- (g) in respect of any claim after the expiration of twelve months from the happening of the Damage, unless such claim is the subject of pending legal action or arbitration.

10. Possession Rights

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

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

11. Option to Reinstate

The Company may at its option, repair or replace the Property Damaged, or any part thereof, instead of paying the amount of the Damage, or may join with any other persons companies or insurers in so doing, but the Company shall not be bound to repair exactly or completely, but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in repair than it would have cost to repair such Property as it was at the time of the occurrence of such Damage, nor more than the sum insured thereon.

If the Company so elects to repair or replace any property, the Insured shall at his own expense furnish the Company with such plans specifications measurements quantities and such other particulars as the Company may require, and no acts done or caused to be done by the Company with a view to repair or replace shall be deemed an election by the Company to repair or replace.

If in any case the Company shall be unable to repair or replace the Property Insured because of any law or regulations in force affecting the alignment of streets, or the construction of buildings, or otherwise, the Company shall, in every such case, only be liable to pay such sums as would be required to repair or replace such Property if the same could lawfully be repaired to its former condition.

12. Average (Underinsurance)

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

13. Contribution

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

14. 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.

15. 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 Hongkong International Arbitration Centre. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained.

16. Contracts (Rights of Third Parties) Ordinance

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.

Clauses and Warranties

Where any of the following clauses or warranties are expressly mentioned in the Schedule, they shall attach to and form part of the Policy:

A7 Foundation Exclusion

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

A8 Electrical Installations

The Company will not be liable for loss of or damage to any Electrical Plant, Apparatus or Installation caused by its own over-running, excessive pressure, short circuiting or self heating.

A11 Lien Clause

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

A12 Mortgagee/Non-Occupying Landlord Clause

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

A13 Mortgagee Clause

Loss, if any, under this Policy shall be payable to the Mortgagee/s, Assignee/s named in the Schedule of the Policy to the extent of their interest.

It is hereby agreed that in the event of loss or damage, the Company will pay the Mortgagees or said Assignees to the extent of their interest and that this insurance in so far 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 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.

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

A19 Reinstatement Value Insurance

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

For the purposes of the insurance under this memorandum 'reinstatement' shall mean:

The carrying out of the aftermentioned work, namely:

- (a) Where property is destroyed, the re-building of the property, if a building, or, in the case of other property, its replacement by similar property, in either case in a condition equal to but not better or more extensive than its condition when new.
- (b) Where property is damaged, the repair of the Damage and the restoration of the damaged portion of the Property to a condition substantially the same as but not better or more extensive than its condition when new.

Special Provisions

1. The work of reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable despatch; otherwise no payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made.
2. When any Property Insured under this memorandum is damaged or destroyed in part only the liability of the Company shall not exceed the sum representing the cost which the Company could have been called upon to pay for reinstatement if such property had been wholly destroyed.



3. No payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred.
4. Each item insured under this memorandum is declared to be separately subject to the following Condition of Average namely:
If at the time of reinstatement the sum representing the cost which would have been incurred in reinstatement if the whole of the Property covered by such Item had been destroyed exceeds the sum insured thereon at the breaking out of any fire or at the commencement of any destruction of or Damage to such property by any other peril hereby insured against then the Insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly.
5. No payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made if at the time of any destruction or Damage to any Property Insured hereunder such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth herein.
6. Where by reason of any of the above special provisions no payment is to be made beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein the rights and liabilities of the Company and the Insured in respect of the destruction or Damage shall be subject to the terms and conditions of the Policy, including any Condition of Average therein, as if this memorandum had not been incorporated therein.

A23 Architects', Surveyors' and Consulting Engineers' fees

Any insurance by this Policy in respect of Architects', Surveyors' and/or Consulting Engineers' Fees shall be limited to the cost necessarily incurred in the reinstatement of the Property Insured consequent upon its destruction or damage by any peril hereby insured against but not for preparing any claim, it being understood that the amount payable for such fees shall not exceed those authorized under any scale of charges of a respective professional body.

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

A24 Removal of Debris

The Insurance by this Policy is on costs and expense 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 by this Policy destroyed or damaged by fire or by any other peril hereby insured against.

Provided that 1) the liability of the Company shall not exceed five percent (5%) of Sum Insured on such item or HK\$100,000 whichever is the less; 2) the total amount recoverable under any item of this Policy shall not exceed the Sum Insured thereby.

A33 Legal Requirements Warranty

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

- (i) Fire Services Department
- and/or (ii) Labour Department
and/or (iii) Dangerous Goods Ordinance
and/or (iv) Factories and Industrial Undertakings Ordinance
and/or (v) Any other Statutory Obligation



including any notice given and requirements made pursuant to same the breach and disregard of which may affect or increase the risk hereby insured except only that this Warranty shall not apply in respect of any Ordinance, Regulation Notice or Requirement expressly waived by the Company by endorsement on this Policy.

A34 Storage Warranty

Warranted no waste materials or goods of any description whatsoever whether belonging to the Insured or not shall be stored temporarily or otherwise on any staircase or landing or in any passageway within or in common use with the premises described in the Policy.

Provided that the Company shall be deemed to have waived any breach of this Warranty not occasioned by or contributed to by the Insured of which the Company shall have received written notice from the Insured prior to the occurrence of loss destruction or damage.

Warranted also that all waste materials will be kept in receptacles and removed from the building daily.

B24 Occupancy Warranty A

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

B25 Occupancy Warranty B

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

B31 Petrol Warranty

Warranted no petrol or other liquid fuel, other than in the fuel tanks of vehicles and a quantity not exceeding 4 gallons in metal cans fitted with lids, kept in the within described premises.

C1a 85% Condition of Average Clause

Notwithstanding anything contained herein to the contrary it is hereby declared and agreed that if at the time of any loss or damage, the Sum Insured is less than 85% of the total value of the Property Insured, then the Insured shall be considered as his own insurer for the difference and shall bear a rateable proportion of the loss or damage accordingly. Every item, if more than one, of the Policy shall be separately subject to this Clause.

C6 Automatic Reinstatement of Sum Insured Clause

In the event of any loss or damage recoverable under this Policy, the Sum Insured shall, in the absence of written notice by the Company or the Insured to the contrary, be immediately reinstated in consideration of which the Insured undertakes to pay the additional premium so required accordingly.

Extra Perils Endorsement

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

EP01A Aircraft

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

EP02A Bush Fire

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

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

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

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

EP04A Explosion

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

- (a) Damage to boilers, economizers, or other vessels, machinery or apparatus in which pressure is used, or Damage to their contents resulting from their explosion
- (b) Damage occasioned by or through or in consequence, directly or indirectly, of any act of terrorism committed by any person acting on behalf of, or in connection with, any organization (for the 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, ethnic, or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear).

EP05A Vehicle Impact

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

EP05B Vehicle Impact (by any vehicle)

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

EP06A Riot & Strike

Damage directly caused by

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

but excluding

- (i) Damage occasioned through or in consequence, directly or indirectly, of
 - (a) any act of terrorism committed by any person acting on behalf of, or in connection with, any organization (for the 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, ethnic, or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear)
 - (b) civil commotion assuming the proportions of or amounting to a popular rising



- (c) the malicious act of any person (whether or not such act is committed in the course of disturbance of the public peace) not being the wilful act of any rioter striker or locked-out worker in furtherance of a riot or strike or in resistance to a lock-out
- (ii) Damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation (iii) Damage occasioned by
 - (a) permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority
 - (b) permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building

provided nevertheless that the Company is not relieved of any liability to the Insured in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession.

EP06C Malicious Damage

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

- (i) Damage by explosion
- (ii) Damage arising out of or in the course of theft or any attempt thereat

provided that cover under Extra Peril EP06A (Riot & Strike) is in force and subject to the application of the exclusions under that Extra Peril extension wording other than (i) (c).

EP07A Spontaneous Combustion

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

EP08A Sprinkler Leakage

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

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

EP09C Typhoon, Windstorm & Flood

Damage by fire or otherwise, directly caused by typhoon, windstorm or flood but excluding (i) in respect of Damage caused other than by fire



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

EP10A Water Tanks, Apparatus & Pipes

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

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

EP11A Landslip & Subsidence

Damage caused by subsidence of the site or landslide, occurring within the period stated in the Schedule but excluding

- (i) Damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences
 - (a) coastal erosion
 - (b) heave
 - (c) bedding down of structures or the settlement of made up ground within five (5) years of the completion of such works.
- (ii) Damage to paths, drives, fences, gates, boundary and retaining walls caused by subsidence and/or landslide.
- (iii) unless otherwise specifically insured, the cost of removal of subsidence and/or landslide debris or the making good of the site following subsidence and/or landslide except in so far as is necessary to repair the Property Insured.
- (iv) 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 ten percent (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 seventy-two (72) consecutive hours during the currency of 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 maintain any man-made slope and retaining wall for which they are responsible in accordance with laws regulations codes and guides issued by the Hong Kong Government including the guideline stipulated in the GEOGUIDE 5 - GUIDE TO SLOPE MAINTENANCE published by the Geotechnical Engineering Office, Civil Engineering Department, Hong Kong.
- (3) The Insured shall notify the Company immediately



- (i) if 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.

EP12A Rainstorm

Damage by fire or otherwise, directly caused by Rainstorm but excluding:

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

For the purposes of this Endorsement, "Rainstorm" shall refer to rain falling in the weather conditions during which the Hong Kong Observatory of the Government of the Hong Kong Special Administrative Region issues a rainstorm signal under its Rainstorm Warning System.

In the event of any inconsistency between the English version and the Chinese version,
the English version shall prevail.

Issued by OneDegree Hong Kong Limited



Personal Information Collection Statement

OneDegree Hong Kong Limited (referred to hereinafter as the “**Company**”) recognises its responsibilities in relation to the collection, holding, processing, use and/or transfer of personal data under the Personal Data (Privacy) Ordinance (Cap. 486) (“**PDPO**”). Personal data will be collected only for lawful and relevant purposes and all practicable steps will be taken to ensure that personal data held by the Company is accurate. The Company will take all practicable steps to ensure security of the personal data and to avoid unauthorised or accidental access, erasure, or other use.

Please note that if you do not provide us with your personal data, we may not be able to provide the information, products, or services you need or process your request.

Purpose: From time to time it is necessary for the Company to collect your personal data (including credit information and claims history) which may be used, stored, processed, transferred, disclosed or shared by us for purposes (“**Purposes**”), including:

1. offering, providing and marketing to you the products/services of the Company, our affiliates, or our business partners (see “**Use and provision of personal data in direct marketing**” below), and administering, maintaining, managing and operating such products/services;
2. processing and evaluating any applications or requests made by you for products/services offered by the Company and our affiliates;
3. providing subsequent services to you, including but not limited to administering the policies issued;
4. any purposes in connection with any claims made by or against or otherwise involving you in respect of any products/services provided by the Company and/or our affiliates, including investigation of claims;
5. detecting and preventing fraud (whether or not relating to the products/services provided by the Company and/or our affiliates);
6. evaluating your financial needs;
7. designing products/services for customers;
8. conducting market research for statistical or other purposes;
9. matching any data held which relates to you from time to time for any of the purposes listed herein;
10. making disclosure as required by any applicable law, rules, regulations, codes of practice or guidelines or to assist in law enforcement purposes, investigations by police or other government or regulatory authorities in Hong Kong or elsewhere;
11. conducting identity and/or credit checks and/or debt collection;
12. complying with the laws of any applicable jurisdiction;
13. carrying out other services in connection with the operation of the Company’s business; and
14. other purposes directly relating to any of the above.

Transfer of personal data: Personal data will be kept confidential but, subject to the provisions of any applicable law, may be provided to:

1. any of our affiliates, any person associated with the Company, any reinsurance company, claims investigation company, industry association or federation, fund management company or financial institution in Hong Kong or elsewhere and in this regard you consent to the transfer of your data outside of Hong Kong;
2. any person (including private investigators) in connection with any claims made by or against or otherwise involving you in respect of any products/services provided by the Company and/or our affiliates;
3. any agent, contractor or third party who provides administrative, technology or other services (including direct marketing services) to the Company and/or our affiliates in Hong Kong or elsewhere and who has a duty of confidentiality to the same;
4. credit reference agencies or, in the event of default, debt collection agencies;
5. any actual or proposed assignee, transferee, participant or sub-participant of our rights or business;
6. any government department or other appropriate governmental or regulatory authority in Hong Kong or elsewhere; and



7. the following persons who may collect and use the data only as reasonably necessary to carry out any of the purposes described in the Purposes specified above: insurance adjusters, employers, health care professionals, hospitals, accountants, financial advisors, solicitors, organisations that consolidate claims and underwriting information for the insurance industry, fraud prevention organisations, other insurance companies (whether directly or through fraud prevention organisation or other persons named in this paragraph), the police and databases or registers (and their operators) used by the insurance industry to analyse and check data provided against existing data.

For our policy on using your personal data for marketing purposes, please see the section below “**Use and provision of personal data in direct marketing**”.

Transfer of your personal data will only be made for one or more of the Purposes specified above.

Use and provision of personal data in direct marketing: The Company intends to:

1. use your name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data held by the Company from time to time for direct marketing;
2. conduct direct marketing (including but not limited to providing reward, loyalty, or privileges programmes) in relation to the following classes of products and services that the Company, our affiliates, our co-branding partners and our business partners may offer:
 - a) insurance, banking, provident fund or scheme, financial services, securities and related products and services;
 - b) products and services on health, wellness and medical, food and beverage, sporting activities and membership, entertainment, spa and similar relaxation activities, travel and transportation, household, apparel, education, social networking, media and high-end consumer products;
3. the above products and services may be provided by the Company and/or:
 - a) any of our affiliates;
 - b) third party financial institutions;
 - c) the business partners or co-branding partners of the Company and/or affiliates providing the products and services set out in 2. above;
 - d) third party reward, loyalty or privileges programme providers supporting the Company or any of the above listed entities
4. in addition to marketing the above products and services, the Company also intends to provide the data described in 1. above to all or any of the persons described in 3. above for use by them in marketing those products and services, and the Company requires your written consent (which includes an indication of no objection) for that purpose;

Before using your personal data for the purposes and providing to the transferees set out above, the Company must obtain your written consent, and only after having obtained such written consent, may use and provide your personal data for any promotional or marketing purpose.

You may in future withdraw your consent to the use and provision of your personal data for direct marketing.

If you wish to withdraw your consent, please inform us in writing to the address in the section on “**Access and correction of personal data**”. The Company shall, without charge to you, ensure that you are not included in future direct marketing activities.



Access and correction of personal data: Under the PDPO, you have the right to ascertain whether the Company holds your personal data, to obtain a copy of the data, and to correct any data that is inaccurate. You may also request the Company to inform you of the type of personal data held by it.

Requests for access and correction or for information regarding policies and practices and kinds of data held by the Company should be addressed in writing to:

Data Privacy Officer
OneDegree Hong Kong Limited
20/F, Fun Tower, 35 Hung To Road, Kwun Tong, Kowloon, Hong Kong

A reasonable fee may be charged to offset the Company's administrative and actual costs incurred in complying with your data access requests.



火險保單

重要事項：

本保單由 OneDegree Hong Kong Limited 承保。OneDegree Hong Kong Limited 獲保險業監管局（「保監局」）授權及受其監管，於香港特別行政區經營一般保險業務。

閣下取消保單的權利

若閣下不再需要這保單，請於收到保單 7 天內電郵通知我們，如這保單沒有產生任何索償，我們會取消此份保單及退還保費。否則，閣下將被視為接納此保障計劃，並受其條款及細則所約束。

保單續保

此份保單會在每個保險期完結後自動續保。我們將在當前保險期結束前不少於 30 天內通過電子郵件向你發送續保通知以及當時適用的保費率及保單條款。

我們保留在續保時改變保費的權利及保留在當前保險期結束時不為你的保單續保的權利。

2023 年 11 月

本保單、保單承保表及任何附件均應視為同一份文件，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

投保人支付保單承保表內約定之保費與 OneDegree Hong Kong Limited (以下稱為「本公司」)。

本公司同意依照本保單所連載或批註的條件、除外責任、基本條款承保所保財產，在本保單所載之保險期內或在投保人已付了本公司同意接受之續保保費後，如所保之全部或部分財產因火警、閃電、或家用鍋爐及家用氣體燃料爆炸或任何約定之附加險而引致損失或損毀（下稱損毀），本公司應向投保人給付所保財產損毀前之價值賠償金或損毀金額或由本公司選擇回復其損失前之原狀或更換或修理全部或部分之財產。

但在任何情況下，本公司的責任不會超過：

- (a) 損毀時的總保額或各分項的保額；或
- (b) 在同一保險期間內曾發生損毀事故引致賠款後保額之餘額，除非本公司同意投保人恢復原來的保額。

除外責任

除非本保單另有說明，本保險不保障下列各項：

1. 直接或間接遭受、透過或由於任何以下因素而造成的損毀：
 - (a) 地震、火山爆發或其他自然災害而引致的火災或爆炸；
 - (b) 所保財產自行出現發霉或發熱；
 - (c) 所保財產經受任何使用熱力的程序；
 - (d) 不論是意外與否而引起之森林、叢樹、平野、曠野或草叢之焚燒及以火開拓或清理土地；
 - (e) 由政府機關下令焚燒的財產；
 - (f) 暴動、民間騷亂、罷工或因工業行動引致閉廠的工人；
 - (g) 戰爭、侵略、外敵行動、戰鬥或類似戰爭行動（不論是否已宣戰）和內戰；
 - (h) 謀反、軍隊嘩變或民眾騷亂、起義、叛亂、革命、軍事政變或奪權、戒嚴或圍困狀態，或決定宣告或維持戒嚴或圍困狀態的任何事故或因由；
 - (i) 任何核武器物料；
 - (j) 核子游離輻射、核子燃料或其燃燒而產生廢料所引致之輻射能的污染，上述核子燃料應包括自發的核子分裂在內；



- (k) 非因本保單所保之風險而引致的污染或沾染；
 - (l) 火警發生時或發生後因盜竊而引致之損失；
 - (m) 由家用鍋爐或家用氣體燃料以外物體引致的爆炸；
 - (n) 任何核子、化學及生物恐怖主義（「核生化恐怖主義」）活動，不論有關損失是否由其他因由或事件同時或以任何時序所引致，本保單均毋須作出賠償。
- 就本條款而言：

「核生化恐怖主義」活動指（包括但不限於）在本保單的受保期內，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或威脅使用任何核子武器或裝置，或發射，釋放，散佈，發出或漏出任何固體、液體或氣體化學製劑及 / 或生物製劑以達致政治、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）。

「化學」製劑指任何一種經適當撒播，將對人類、動物、植物或實質財產造成傷害，損壞或致命影響的化合物。

「生物」製劑指任何可令人類、動物或植物致病及 / 或死亡的病原（可引致疾病）微生物及 / 或生物製毒素（包括經基因改造的生物及化學合成毒素）。

本條款亦毋須就因採取任何行動，以控制、預防或遏止核生化恐怖主義活動，或與任何核生化恐主義活動有關的任何方式而直擁或間接導致或造成的任何損失、損壞、費用或開支作出賠償。

若本公司因本條款而宣稱任何損失、損壞、費用或開支均不在本保單的保障範圍之內，提出任何相反舉證的責任須由受保人承擔。

倘若本條款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。

- 2. 任何電機、電器或電力裝置的任何部分因其本身之過度運轉、超壓、短路、自行發熱或因任何原因（包括閃電）引致電弧或漏電而造成的損毀；
- 3. 在財產出現損毀時，除本保單外另有其他水險保單同時承保該項財產的損失，但若在本保單未生效時，賠償額高於有關水險應支付的金額，本保單將負責賠償所超出的金額；
- 4. 因受寄託或寄售（除非投保人有法律責任）而持有之貨物、金銀條塊、未經裝鑲的珠寶玉石、藝術品、文稿、圖則、圖畫或設計、圖案、模型、工模、股票證券、債務文件、各類文件、郵票、印花稅票、錢幣或紙幣、支票、賬簿、商業簿記、電腦系統紀錄及爆炸品；
- 5. 任何種類或形式的相應損失或損毀。



6. 制裁責任限制及不受保條款

若就所提供的保險及支付任何賠償款項或利益責任可能使本公司受到聯合國決議的任何制裁、禁令或限制，或違反中華人民共和國的貿易或經濟制裁、法律或法規，本公司將不會提供任何保險，及不會承擔任何賠償或提供任何利益之責任。

基本條款

1. 合約

本保單及保單承保表（保單的組成部分）應被視為一份完整合約，並應一併閱讀。凡在本保單或保單承保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. 誤報

若對所保財產或放置該項財產的任何建築物或地方作出任何關鍵性的錯誤說明，或對用以估計風險的任何重要事實作出失實陳述或漏報，根據本保單，本公司對有關錯誤說明、失實陳述或漏報所影響的財產概不負責。

3. 合理的預防措施

投保人須保持所保財產處於良好的狀況，並已採取一切合理的預防措施，以免財產出現損毀。

4. 改變及搬移

除非投保人在出現任何損毀前獲得本公司的書面同意，否則在下列任何一項情況發生時，有關受影響財產的保障將會失效：

- (a) 若投保人所從事的商業或製造業出現改變，或影響受保處所的情況出現改變，令任何所保財產的損毀風險提高；
- (b) 若受保處所空置超過三十天以上；
- (c) 若所保財產遷離受保處所；
- (d) 若投保人轉移所保財產的權益，但不包括遺囑或法律上的當然轉移。

5. 最低保費

本保單最低保費港幣 400 元



6. 取消保單

本保單可在下列情況下隨時取消：

(a) 投保人可以書面通知本公司取消保單。本公司根據下表計算退還保費。

已受保期(不超過)	退還保費
1 個月	90%
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%
11 個月以上	0%

任何情況下本公司將收取最低費用港幣 400 元，不論已受保期的長短。

如在保險期首日前取消保單，退回金額應為已繳保費的 100% 扣除港幣 400 元的行政費用。

然而，如在取消日期之前投保人根據本保單提出任何索賠，公司將不退還保費。

(b) 本公司可提前七天以書面通知投保人取消保單。本公司將按比例退還由取消日起之未到期保費並收取最低費用港幣 400 元。

7. 保證條款

投保人須就所保財產或其中的任何物品，在附加的保證條款生效後及受保期內遵守每一項保證條款。如不遵守任何保證條款，便不得對有關財產或物品提出索償。惟若投保人在續保期間對有關損毀提出索償，本公司不得以投保人未在續保期開始前遵守保證條款為理由而拒絕賠償。



8. 索償步驟

若投保人知悉有任何會導致或可能導致對本保險單提出索償的事故發生，投保人須：

- (a) 立即：
 - (i) 採取措施，以減輕損毀之程度，並追回丟失的財產；
 - (ii) 以書面通知本公司；及
 - (iii) 就故意或惡意的破壞通知警方。
- (b) 於三十天內或經本公司以書面許可的延長時間內，向本公司提交：
 - (i) 書面損毀索償清單，包括在合理可行的範圍內，分項詳載所有損毀的財產，以及按損毀時以價值為準的損失額；及
 - (ii) 所有其他保險的詳情（如有）。
- (c) 隨時在本公司合理要求下，自費向本公司提供一切與下列有關的資料、可用文件或證明：
 - (i) 損毀的起源和成因，以及發生情況；
 - (ii) 任何有關本公司的責任或賠償金額之事項；並須提交宣誓或其他法律聲明書，以證明該項索償及各有關事項的真確性。

9. 權利之喪失

本保單的所有利益將因以下情況而喪失：

- (a) 以欺詐方式提出索償；
- (b) 投保人或其代表以欺詐的方式或手段圖謀本保單的利益；
- (c) 有關損毀乃在投保人故意或縱容的情況下導致；
- (d) 投保人或其代表妨礙或阻止本公司行使權利；
- (e) 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；
- (f) 在根據本保單第 14 條的規定而作出仲裁的情況下，則在宣判後十二個月內不採取法律行動或展開訴訟；
- (g) 在出現損毀起計十二個月期滿後所提出的任何索償要求，除非該索償有待法律訴訟或仲裁調解。

10. 持有權利

當投保人因損毀而提出索償時：

- (a) 本公司及其任何授權人在不承擔任何責任，或不減少本公司在本保單所賦予的權利下，可處理以下事項：
 - (i) 進駐或收管出現損毀的處所；及
 - (ii) 接管任何所保財產或須將該項財產交予本公司。本公司會以一切合理的方式及方法處理該項財產；
- (b) 投保人不得遺棄任何已經或尚未接管的財產予本公司。



11. 恢復原狀

本公司自己或聯同其他人、其他公司或其他保險公司，可自由選擇修理或更換全部或任何部分之損毀來代替賠款，但本公司則不擔保修理到絲毫無異，有關的修理或更換，只可以在情形容許下進行，並只會修理或更換至合理的水平。無論在任何情況下，本公司都無須支付多過財產損毀時所需之修理費用，亦不能超過該財產之保額。

若本公司選定修理或更換任何財產，則投保人應自費提供本公司所需的圖樣、說明書、尺寸、數量以及其他本公司要求的細節事項。又本公司有計擬修理或更換之行動，不能當作本公司已決定修理或更換。

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

12. 比例分攤（不足額保險）

若所保財產發生損毀時，其總值較其保額為高，則投保人須按照不足額保險之比例分攤其損失。若所保財產不止一項時，應逐項分開分別按照本條件的規定分攤。

13. 分攤賠款

若所保財產發生損毀時，損毀財產受投保人或代表投保人所投保的其他保險或受保人之代表所保障，本公司將僅須承擔按照損毀的比例分攤賠款。如果任何其他保險明述只承擔所保財產的其中之一部分，而另有條款規定不能與本保險共同分攤全部或部分損失或按比例分攤損失，則本公司只承擔按照保額與財產價值的比例分攤損失的責任。

14. 代位求償

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

15. 仲裁

若就本保單的賠償額發生異議，應根據現行的仲裁條例（香港法例）作仲裁決定。若雙方對選擇仲裁人或公斷人不能達成協議，則須轉交香港特別行政區國際仲裁中心當時之主席作出裁決。本保單謹此明文規定須先獲得仲裁決定，方可對本保單提出法律訴訟。

16. 合約（第三者權利）條例

任何不是本保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）強制執行本保單的任何條款。



條款及保證條款

保單承保表內列明之下列條款或保證條款，為本保單的一部分：

A7 地基除外責任

本保險不包括位於受保樓宇最底層之地台底以下的建築部分。

A8 電力裝置

本公司概不負責任何電力設備、儀器或裝置，因過份使用、超壓、短路或過熱自燃而引致的損毀或損失。

A11 留置權條款

如有損失，本公司將按其權益所及支付賠償予保單承保表列明之留置權持有人，有關收據資證明本公司已履行賠償的責任。

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 承押人條款

本公司將按保障項目開列之承押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，本公司將按承押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押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押人或所述承讓人全不知情下的風險增加而失效。謹進一步同意當本公司按本保單所規定賠償承押人或所述承讓人任何損失或損毀，並聲稱因此在按揭人或所保財物擁有人方面，並無責任存在，本公司須即時按法例規定取代承押人或所述承讓人支付賠償的一切權利，承押人或所述承讓人須根據可能需要或本公司合理要求進行及執行一切或其他行為、契據、轉讓、轉讓契、文書及事項，致令此項代位權更趨有效，但此項代位權不得影響承押人或所述承讓人追討全數賠償的權利，惟本條款所載有關本公司與所保財產按揭人或擁有人之間並無在任何情況下構成或被認為構成任何取代豁免、偏私或影響本公司對所保財產按揭人或擁有人仍然擁有十足效力和影響的權利。

本公司保留隨時可按保單內的條款所規定取消本保單的權利，但在此情況下，本保單在失效前為保障承押人或所述承讓人的利益，在向承押人或所述承讓人發出取消保單通知後十天內繼續生效，本公司亦有權如上所述發出通知取消本協議。

A19 修復價值保險（不適用於存貨）



若本保單內的所保財產出現破壞或損毀，本保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，不得較佳或更為廣泛。

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單內，本保單將不支付超過應付金額的款項。
2. 若本摘要內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單內，本保單將不支付超過應付金額的款項，直至在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單內的條款及條件，包括任何比例分攤條件，本保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

本保單之保障包括由於重置因受保風險而被損毀所涉的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有關專業機構為所確認之收費。

本公司就本條款之賠償不超過保額的 5% 或港幣 100,000 元（以較低者為準）。



A24 廢棄物清理

本保險承保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

於本保險單承保財產或其部份因火災或其他附加風險而被損毀所涉。

本公司就本條款之賠償不超過保額的 5%或港幣 100,000 元 (以較低者為準)。而且所有賠償之總額不超過保額。

A33 法律規定保證

投保人必須遵守下列政府機構所公佈之一切有關各項規章、條例及任何通告，如不遵守則足以影響或增加本保單所保之危險情況：

- (i) 消防事務處及 / 或(ii)勞工處及 / 或(iii)危險品條例及 / 或(iv)工廠暨工業經營條例及 / 或(v)其他有關條例。

但如經本公司在保單上批明對某項規章、條例或通告，可以毋須遵守者，則不受本條款之約束。

A34 存貯保證

任何廢物、貨物或其他物品 (無論屬於投保人或任何人等)，不得存貯或臨時存貯在保單受保樓宇之梯間、走廊及一切公用地方。

本公司將豁免任何非由投保人所引起或共同引起對本保證條款之抵觸，但本公司必須在發生損失或損毀前收到投保人書面通知有關上述保證條款之抵觸情況。

投保人必須將所有廢物放置在桶內，並每日搬離該樓宇之外。

B24 居住保證 A

除樣本外，保證所述處所內並無儲存貨物或商品。

B25 居住保證 B

保證不在所述處所內進行貿易或製造的活動。

B31 汽油保證

保證於受保地點之內並無儲存汽油或其他液體燃料，除非儲存於車輛之油缸內及儲存不超過 4 加倫(18 公升)於有蓋之金屬罐內。

C1a 85%比例分攤條款之條件

即使本文中載有任何於保單相反之規定，茲在此聲明及同意，倘在損失或損毀發生時承保金額少於受保財產總價值之 85%，受保人就投保不足部分自行承保，並按投保不足部分之比例承擔相應的損失或損毀。如本保單中受保財產多於一個項目，則每個項目均應個別依據本條款分攤。



C6 承保額自動復原條款

如本保單就承保範圍內任何損失或損毀而作出賠償，承保額，在本公司或投保人雙方並無提交反對之書面通知下，將立即復原，惟受保人須承擔支付該復原所需之額外保費。

附加風險條文

本保單現已伸延，唯僅以保單承保表內所列者，至涵蓋為其所繪述附加風險而致的損失或損毀，但前提下在本保單既有之條款（若然在其文中已明確地更改者則除外）將仍適用猶如已被歸納於附加風險條文內，然該損失或損毀將被視作本保單之涵義所指因火災而引致。

EP01A 飛機

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

EP02A 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，但不包括投保人或其代表以火開拓或清理土地而造成的損毀。

EP03B 地震（火警、震動及洪水）

因地震、火山爆發包括其所引發洪水或海潮氾濫所直接引致火警或其它火災所造成的損毀。

但不包括有關火警以外引致的損毀：

- (a) 每次損失之首港幣 3,000 元；

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

- (b) 金屬煙囪、帆布蓬、窗簾、招牌或其它戶外裝修，但特別承保者除外。

EP04A 爆炸

由爆炸直接引致火警或其他災險而引致的損毀，但不包括：

- (i) 鍋爐、節熱器或其它汽壓容器、使用壓力的機器或裝置因發生爆炸引致的損毀；或內置部件因其本身爆炸所引致的損毀；
- (ii) 因任何人或與任何組織發動的恐怖主義活動直接或間接結果引致的損毀（本條文中恐怖主義活動之含意是為任何個別或集結人士其行為包括但不限於使用武力或暴力行為及/或藉此恫嚇，無論獨立個體行事或與某組織或政府有連繫或冠其名以代之而策動圖達致其政治、宗教、象徵主義、種族、或類同之目的或動機，包括圖謀威迫政府及/或引起公眾或某部份公眾恐之恐慌）。

EP05A 汽車碰撞

因不屬於及不受投保人、其家庭及住戶成員或其僱員控制的汽車、馬或牛碰撞引致火警或其它災險所造成的損毀，但不包括每次損失按比例分攤條款計算後之首港幣 3,000 元。



EP05B 汽車碰撞 (由任何汽車引致者)

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

EP06A 暴動與罷工

因下列情況所直接引致的損毀：

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

但不包括

- (i) 情況不論直接或間接所引致之損毀：
 - (a) 因任何人或與任何組織發動的恐怖主義活動直接或間接結果引致的損毀(本條文中恐怖主義活動之含意是為任何個別或集結人士其行為包括但不限於使用武力或暴力行為及/或藉此恫嚇，無論獨立個體行事或與某組織或政府有連繫或冠其名以代之而策動圖達致其政治、宗教、象徵主義、種族、或類同之目的或動機，包括圖謀威迫政府及/或引起公眾或某部份公眾恐之恐慌)
 - (b) 規模達致叛亂程度之民眾騷動；
 - (c) 任何人之惡意行為 (不論是否有關擾亂公眾安寧) 但不屬於任何暴民，罷工人士或被停工人士因暴動或罷工或抗拒被停工時之故意行為；
- (ii) 由完全停工或部份停工或耽誤工序或干擾工序或停止工序所引致之損毀；
- (iii) 由下述情況所引致之損毀：
 - (a) 因任何合法組成的主管當局執行充公或徵用而致之永久性或短暫性喪失使用權
 - (b) 因任何人士非法佔用任何建築物而致之永久性或短暫性喪失該建築物之使用權，但本公司對受保人於永久性喪失使用權之前或於短暫性喪失使用權期間內受保財產所受之實質損毀仍負責賠償責任。

EP06C 惡意損毀

因任何人之惡意行為 (不論是否有關擾亂公眾安寧) 所直接引致之損毀，但不包括：

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

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

EP07A 自燃

因所保財產本身發酵、發熱或自燃引起火警而造成的損毀。

EP08A 消防灑水裝置滲漏



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

- (i) 噴水或滲漏事故必須純屬意外而非由下述原因引致：
 - (a) 由火產生之熱力；
 - (b) 建築物或處所的維修或改裝；
 - (c) 消防灑水裝置的維修、搬遷或延伸；
 - (d) 政府或有關當局之命令
 - (e) 爆炸、以爆破方式拆卸建築物或炸藥爆破。
- (ii) 受保人須時刻採取一切合理措施以防止上述裝置的損毀，並盡力在自己責任範圍內保持該裝置、包括外置的自動警告訊號系統的效能。如有噴水或滲漏情況，受保人應盡一切可行辦法搶救及保護所保財產，包括把所保財產搬移或保留在原處。
- (iii) 如受保人欲對上述裝置作任何改變、維修或變更，須在事前以書面通知本公司。
- (iv) 本公司可於任何合理時間視察所保處所，若本公司通知受保人需將出現毛病的建築結構或消防灑水裝置變更或維修，本公司亦可選擇以書面通知受保人暫停本附加險的保障直至有關變更或維修切實完成為止。

EP09C 颱風、暴雨及洪水

因颱風、暴風或洪水直接引致火損或其它損毀，但不包括：

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

EP10A 水箱、輸水裝置或水管

因水箱、輸水裝置或水管爆裂或溢水所致的損毀但不包括：

- (i) 每次損失之首港幣 3,000 元；
每次損失意指每一事故按比例分攤條款計算後之損失；
- (ii) 水管輸水裝置或水管的損毀；



(iii) 因自動消防灑水系統噴水或滲漏所致之損毀。

EP11A 山泥崩塌及地陷

在保險期內因直接由山泥崩塌或地陷引致之損毀，但不包括：

(i) 因直接或間接由於下述事件引致的損毀：

(a) 海岸的侵蝕

(b) 地層升降

(c) 建築物基礎下陷或人工堆填土地於完工五年內下陷

(ii) 因山泥崩塌及/或地陷引致小徑、平道、籬笆、閘門、邊界、護土牆的損毀。

(iii) 除特別聲明承保者外，搬移山泥崩塌及/或地陷引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者。

(iv) 由於設計或工藝錯誤、或使用劣質物料引致的損毀。

(v) 任何種類或形式的後果損失或損毀。

(vi) 每次損失之首港幣 10,000 元或該損失之百分之十以較高者為準。

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

保證：

(1) 受保人應保持所保財產處於良好狀態，並採取一切負責任的措施以防上述所保災險的發生。

(2) 受保人有責任為人造斜坡及擋土牆進行維修，及應按照香港特別行政區之土木工程拓展署轄下的土力工程處出版的《岩土指南第五冊-斜坡維修指南》內建議的良好作業方法為標準。

(3) 受保人應立即通知本公司以下情況：

(i) 在所保財產下面、周圍或鄰近地區動工挖掘工程；

在此情形下，本公司有權改變或取消本條款的保障。

(ii) 發生所保危險而影響所保財產之場地之任何部份（不論是否涉及所保財產）或其周圍環境。

EP12A 暴雨附加險

因暴雨直接引致火損或其它損毀，但不包括因直接或間接由於下述事件引致的損毀：

(i) 有關火警以外引致的損毀

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

(b) 金屬煙囪、帆布蓬、窗簾、招牌或其它戶外裝修，但特別承保者除外；

(c) 建築、改建或修理中之房屋，除非其所有戶外門、窗、孔等工程已完成及作好防雨措施，但特別承保者除外。



(ii) 因下列原因引致之損毀

- (a) 地陷及山泥傾瀉;
- (b) 冰雹，無論是否由風推動;
- (c) 雨水進入建築物內，但因颱風或暴風之直接力量由建築物結構的破孔迫入者除外;
- (d) 雨水滲流。

(iii) 因下列原因引致之損毀

- (a) 從平常儲水地（無論其從天然或人工範圍）的泄水;
 - (b) 海水氾濫;
- 但直接由暴雨起因除外。

(iv) 因受保人疏忽未能採取合理措施防範而積水所致之損失。

本條文目的，“暴雨”惟指氣候現象下的降雨，按香港特別行政區香港天文台之暴雨警告系統所發出有效之暴雨警告信號。

若本保單的中、英文版本有任何差異，請以英文版本為準。



收集個人資料聲明

OneDegree Hong Kong Limited (下稱“本公司”)明白其就《個人資料(私隱)條例》(香港法例第 486 章) (“條例”)收集、持有、處理、使用和/或轉移個人資料所負有的責任。本公司僅將為合法和相關的目的收集個人資料，並將採取一切切實可行的步驟，確保本公司所持個人資料的準確性。本公司將採取一切切實可行的步驟，確保個人資料的安全性，及避免發生未經授權或者因意外而擅自取得、刪除或另行使用個人資料的情況。

請注意，如果閣下不向本公司提供閣下的個人資料，我們可能無法提供閣下所需的資料、產品或服務，或無法處理閣下的要求。

目的：本公司不時有必要收集閣下的個人資料(包括信用資料和以往申索紀錄)，並可能因下列各項目的(“有關目的”)而供本公司使用、存儲、處理、轉移、披露或共享該等個人資料：

1. 向閣下推介、提供和營銷本公司、本公司關聯方或本公司的商業合作夥伴(參閱下文“**在直銷中使用及將其個人資料提供予其他人士**”部份)之產品/服務，以及提供、維持、管理和操作該等產品/服務；
2. 處理和評估閣下就本公司及本公司關聯方所提供之產品/服務提出的任何申請或要求；
3. 向閣下提供後續服務，包括但不限於執行/管理已發出的保單；
4. 與就本公司和/或本公司關聯方提供的任何產品/服務而由閣下或針對閣下提出的或者其他涉及閣下的任何索賠相關的任何目的，包括索賠調查；
5. 偵測和防止欺詐行為(無論是否與就由本公司及/或本公司關聯方提供的產品/服務有關)；
6. 評估閣下的財務需求；
7. 為客戶設計產品/服務；
8. 為統計或其他目的進行市場研究；
9. 不時就本條款所列的任何目的核對所持有的與閣下有關的任何資料；
10. 作出任何適用法律、規則、規例、實務守則或指引所要求的披露或協助在香港或香港以外其他地方的警方或其他政府或監管機構執法及進行調查；
11. 進行身份和/或信用核查和/或債務追收；
12. 遵守任何適用的司法管轄區的法律；
13. 開展與本公司業務經營有關的其他服務；及
14. 與上述任何目的直接有關的其他目的。

個人資料的轉移：個人資料將予以保密，但在遵守任何適用法律條文的前提下，可提供給：

1. 位於香港或香港以外其他地方的任何本公司關聯方、本公司的任何相關聯人士、任何再保險公司、索賠調查公司、行業協會或聯會、基金管理公司或金融機構，以及就此方面而言，閣下同意將閣下的資料轉移至香港境外；

2. 與就本公司和/或本公司關聯方提供的任何產品/服務而由閣下或針對閣下提出的或者其他涉及閣下的任何索賠相關的任何人士（包括私家偵探）；
3. 在香港或香港以外其他地地方本公司和/或本公司關聯方提供行政、技術或其他服務（包括直銷服務）並對個人資料負有保密義務的任何代理、承包商或第三方；
4. 信貸資料機構或（在出現拖欠還款的情況下）追討欠款公司；
5. 本公司權利或業務的任何實際或建議的承讓人、受讓方、參與者或次參與者；
6. 在香港或香港以外其他地方的任何政府部門或其他適當的政府或監管機關；及
7. 在有合理需要履行任何上述有關目的之情況下，以下人士：保險理算人、僱主、醫護專業人士、醫院、會計師、財務顧問、律師、整合保險業申訴和承保資料的組織、防欺詐組織、其他保險公司（無論是直接地，或是通過防欺詐組織或本段中指名的其他人士）、警察、和保險業就現有資料而對所提供的資料作出分析和檢查的數據庫或登記冊（及其運營者）。

如欲了解本公司為促銷目的使用閣下的個人資料的政策，請參閱下文“**在直銷中使用及將其個人資料提供予其他人士**”部份。

閣下的個人資料將僅為上文中規定的一個或多個有關目的而被轉移。

在直銷中使用及將其個人資料提供予其他人士：本公司有意：

1. 使用本公司不時持有的閣下的姓名、聯絡資料、產品及服務的組合資料、交易模式及行為、財政背景及人口統計數據以進行直銷；
2. 就本公司、本公司關聯方、本公司合作品牌夥伴及商業合作夥伴可能提供關於下列類別的服務及產品而進行直銷（包括但不限於提供獎賞、客戶或會員或優惠計劃）：
 - a) 保險、銀行、公積金或公積金計劃、金融服務、證券和相關產品及服務；
 - b) 健康、保健及醫療、餐飲、體育運動及會員服務、娛樂、健身浴或類似的休閒活動、旅遊及交通、家居、服裝、教育、社交網絡、媒體的產品及服務及高級消費類產品；
3. 以上服務及產品將會由本公司及/或以下機構提供：
 - a) 任何本公司關聯方；
 - b) 第三方金融機構；
 - c) 提供上文 2.所列之服務及產品之本公司及/或本公司關聯方的商業合作夥伴或合作品牌夥伴；
 - d) 向本公司或任何以上所列機構提供支援的第三方獎賞、客戶或會員或優惠計劃提供者；
4. 除由本公司促銷上述服務及產品外，本公司亦有意將上文 1.段部份所述的資料提供予上文 3.段部份所述的全部或任何人士，以供該等人士在促銷該等服務及產品中使用，而本公司為此目的須獲得客戶書面同意（包括表示不反對）。在使用閣下的個人資料作上文所述的目的或提供予上文所述的人士之前，本公司須獲得閣下的書面同意，及只在獲得閣下的書面同意後方可使用閣下的個人資料及提供予其他人士作任何推廣及促銷用途。



閣下日後可撤回閣下給予本公司有關使用閣下的個人資料及提供予其他人士作任何促銷用途的同意。

閣下如欲撤回閣下給予本公司的同意，請發信至下文“**個人資料的查閱和更正**”部份所列的地址通知本公司。本公司會在不收取任何費用的情況下確保不會將閣下納入日後的直銷活動中。

個人資料的查閱和更正：根據條例，閣下有權查明本公司是否持有閣下的個人資料，獲取該資料的副本，以及更正任何不準確的資料。閣下還可以要求本公司告知閣下本公司所持個人資料的種類。

查閱和更正的要求，或有關獲取政策、常規及本公司所持的資料種類的資料，均應以書面形式發送至：

九龍觀塘鴻圖道 35 號天星中心 20 樓

OneDegree Hong Kong Limited 個人資料保護主任

本公司可能會向閣下收取合理的費用，以抵銷本公司為執行閣下的資料查閱要求而引致的行政和實際費用。