



Blue Cross 藍十字

An **AIA** Company 友邦保險成員公司

Household Insurance 家居保險

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。



Household Insurance Policy

The proposal and declaration made by the Insured shall be the basis of this contract and the Insured is obliged to pay the premium stated in the Schedule as consideration for this Insurance.

This Policy together with the enclosed Schedule and any Endorsements subsequently issued should be read as if they are one document and form the contract between You and Us. When it expires it may be renewed.

It has been arranged on the basis of the information supplied by You to the Company. It may be that We would decline Your claim under this policy if any statements or any part thereof made to the Company were not entirely truthful and frank.

Please examine this document and the Schedule, and if they do not meet Your requirements, or if any information is not correctly stated, kindly return the documents to Us and ask for the corrections to be made.

Please do not hesitate to contact the Company if You are in any doubt. Our staff are always happy to assist You on all insurance enquiries.

General Definitions

Certain words in the Policy have special meanings. These meanings are given below or defined at the beginning of the appropriate section. Whenever these words are used this is what they mean.

We/The company/Us

Blue Cross (Asia-Pacific) Insurance Limited

You

The Insured Person(s) named in the Schedule.

Your Family

Your relatives permanently living in the Home.

Hong Kong

The territorial limits of Hong Kong including outlying islands.

Excess

We shall not indemnify (a) the limit as stipulated in the schedule for each and every claim except caused by fire, lightning and explosion and (b) the limit as stipulated in the schedule for Landslip and subsidence or Water Damage.

Period of Insurance

The period specified in the Schedule for which We have agreed to accept and You have paid or agreed to pay the appropriate premium.

The Schedule

Details including the Insured name, address, location of risk and limit of indemnity issued to You.

Cancellation of The Policy

a) By You

You may cancel this Policy by writing to us. If You do, We will refund based on short-term rate subject to a minimum premium of HK\$350 per Policy provided that no claim has been made during the period of insurance.

For section 4 (Domestic Helper Insurance), no refund premium shall be made for policy cancellation.

b) By The Company

We may cancel this Policy by giving You 7 days' written notice sent to Your address known to us by ordinary post. If We do, We will refund You all the unused part of the premium on pro-rata basis.

Change to This Policy

If We wish to change the terms of this Policy. We will advise You in writing at Your known address and the change(s) will take effect 7 days after the date of the advice.

General Exclusions to The Whole Policy

1. War and Kindred Risks

Loss, destruction, damage or any consequential loss occasioned by war, invasion, act of foreign enemy hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power, nationalisation, confiscation, requisition, seizure or destruction by the government, municipal, local or any public authority.

2. Terrorism

Loss, destruction, damage or any consequential loss occasioned by, happening through or in consequence of acts of terrorism committed by any person or persons acting on behalf of or in connection with any organisation. For the purpose of this Exclusion terrorism means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

3. Radioactive Contamination

Loss of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom, or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

4. Sonic Bangs

Loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

5. Pollution or Contamination

Loss or destruction or damage caused by or resulting from seepage pollution or contamination unless the seepage, pollution or contamination is caused by sudden, unintended and unexpected happening during the period of insurance.

Conditions Which Apply to The Whole Policy

1. Prevention of Loss

You and Your Family must comply with all statutory obligations and take all reasonable steps to:

- a) prevent loss, damage or injury and
- b) maintain in good condition and good repair of any insured property.

2. Change in Risk

During the currency of this Policy, You must advise us of any change in Your occupation or circumstances which would increase the possibility of loss and pay necessary additional premium due if required.

3. Other Insurance

If at any time of loss, destruction or damage there is any other insurance covering such incidents. We will only pay our ratable proportion of such loss.

4. Arbitration

All differences arising out of this Policy 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 expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

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. Legal Requirements Warranty

It is warranted that the Insured shall duly comply with and observe all provisions, requirements and regulations of the Government Authorities and any other statutory obligations.

7. If You or anyone acting for You makes a claim under the Policy knowing the claim to be false, We will not pay the claim and all cover under the Policy is cancelled immediately.

8. We have the right to the salvage of any insured property which is the subject of the claim.

9. You must not cause or facilitate loss to the insured property or liability by any reckless or wilful act and You must tell Us and have our acknowledgment in writing if Your Home is to be unoccupied for more than 60 consecutive days. If these obligations are not fulfilled, We may decline any claim You make.

10. Claims Conditions

When a claim occurs or is likely to occur, You must advise us in writing within 14 days from the date of occurrence or date of discovery.

a) For loss or damage claims You must:

- i) at Your expense provide us with all certified information and evidence as We may request.
- ii) notify the Police immediately of any items missing, loss by deception, theft, malicious acts or riot and civil commotion.

b) For liability claims You must:

- i) send to us any letter, claim writ or summons immediately when it is received.
- ii) advise us immediately when You have knowledge of any impending prosecution inquest or fatal inquiry.
- iii) not to make any admission, offer or promise of payment without our written consent and We shall be entitled if We do so desire to take over and conduct in Your name the defense or settlement or handling of any claim and You shall give all such information and assistance as we may require.

Section 1 - Contents

Definitions

a) "Home"

The private dwelling, garage and out-buildings used for domestic purposes only, all at the situation of the premises shown in the Schedule.

b) "Contents"

All Your furniture, occupier's, improvements, furnishings, home appliances, household and personal effects including household appliances hired to You or Your Family Members.

"CONTENTS" does not include:

- property used for business trade or professional purposes
- animals and plants
- motor vehicles (except garden implements for home use only), motorcycles, caravans, trailers or their spare parts and accessories when on them
- boats and outboard motors or their spare parts and accessories
- aircraft or any aerial or spatial device and their accessories and spare parts
- property in the course of removal or transit
- property normally at some places other than the Home
- mobile / portable radio telecommunication equipment e.g. mobile / portable telephones and pagers
- any part of the structure of Your Home that shall be insured under Buildings
- money, cheques, postal orders, coins, deeds, bonds, bill of exchanges, promissory notes, stamps or other documents of value

Personal Effects

Articles of personal possessions normally worn or carried belonging to You or Your Family members.

Household Improvements

Improvements and betterment on walls, windows, ceilings, floors and doors made by You.

What is Insured

We will cover You and Your Family in respect of the insured contents while in the Home against any unforeseen sudden accidental physical loss unless the cause is specifically excluded.

What is not Insured

1. This section does not cover loss or damage caused by:
 - Wear and tear
 - Mildew, rot, corrosion, rust, gradual deterioration, market depreciation
 - Insects, vermin
 - Dyeing, Cleaning, repairing, restoring, renovation
 - Scratching, marring or denting
 - Breakdown and / or mechanical malfunction of electrical appliances and computer equipment
 - Inherent fault or defective workmanship, defective material or design
 - Change in temperature, colour, flavour, texture or finish
 - Domestic animals & plants
 - Theft or attempted theft not accompanied by forcible with visible marks and violent entry to or exit from Your Home
 - Consequential loss or damage of any kind
 - Mysterious disappearance or unexplained loss
 - Malicious acts committed by You or Your Family
 - Detention, seizure or confiscation by customs or other officials
 - Loss of or damage to electrical equipment and wiring caused by artificially generated electrical current
 - Theft or attempted theft whilst Your Home is unoccupied for more than 60 consecutive days
2. This section does not cover costs and expenses arising from loss or destruction or damage caused by seepage, pollution or contamination unless the seepage, pollution or contamination is caused by sudden, unintended and unexpected happening during the period of insurance.

Limitation of Cover

If the Home is not normally occupied by You and Your Family, We will only pay for loss caused by fire, explosion, lightning, storm, flood, riot, labour disturbance, aircraft and other aerial or spatial devices or articles dropped from them, landslip and subsidence, burglary, impact by land vehicle or horse or cattle, water discharged or overflowing or leaking from any water system or installation in or about the Home.

Excess

We shall not pay the first HK\$750 for each and every claim except for fire, lightning and explosion; HK\$750 or 10% of the adjusted loss whichever is the greater, in respect of damage caused by Landslip and Subsidence and/or water damage under Section 1 unless specially mentioned.

Basis of Settlement of Claims

Settlement of claims may be made by payment or at our option by reinstatement or replacement. Unless shown separately in the Schedule, We will not pay more than

- a. HK\$5,000 for any one article during each period of insurance.
- b. HK\$50,000 for any one set of furniture, household appliance, personal computer including accessories, hi-fi,

television, home video equipment, camera and musical instrument and subject to an aggregate limit of 50% of the Sum Insured of Household Contents shown on the Schedule.

- c. 1/3 of the Sum Insured of Household Contents shown on the Schedule for valuables including but not limited to jewellery, precious stones, furs and watches during each period of insurance.
- d. 10% of the Sum Insured of Household Contents shown on the Schedule for foodstuff including but not limited to beverage such as wine.
- e. 20% of the Sum Insured of Household Contents shown on the Schedule for personal effects during each period of insurance.
- f. 20% of the Sum Insured of Household Contents shown on the Schedule for household improvements. We will not pay for Household improvements that are not in the insured address in which the loss occurs, and We will pay full replacement or repairment cost for household improvements if not more than 5 years old.

We will pay the reasonable cost incurred for the replacement and installation of window and external door locks and/or keys of the Home with items that are similar but not better, following loss of or damage to keys or locks due to burglary or attempt thereof subject to a maximum amount of HK\$3,000 shown on the Schedule during each Period of Insurance.

For carpet and rug, this Policy covers only total or substantial loss by actual ignition, and that searing, scorching and smouldering occasioned by sparks from open fire places or cigarette butts and the like is not covered.

We will pay full replacement or repairment cost for furniture, furnishings and home appliances, if not more than 10 years old.

If the property damaged is older from that mentioned above, We will repair or pay You the indemnity value of the article at the time of the loss.

In the case of loss of or damage to any article or articles, which are a part of a set, the measure of loss of or damage to such article or articles shall be the rateable proportion of the total value of the set, and in no event shall such loss or damage be construed to mean total loss of the set.

In the case of loss of or damage to any part of the insured property consisting, when complete for use, of several parts, We shall only be liable for the value of the part lost or damaged, including the cost of installation.

We do not have to repair or replace Your Contents exactly as they were but will ensure that they are reasonably comparable with their original condition as long as it is practicable to do so.

Additional Benefits

1. Alternative Accommodation

In the event of Your Home being rendered uninhabitable due to accidental loss or damage insured under the Contents section, We will pay the cost incurred for reasonable temporary accommodation for as long as it is reasonably required.

Any claim payment will not be more than HK\$1,000 per day and in the aggregate not more than the limit shown on the Schedule during each period of insurance.

2. Removal of Debris

This Policy is extended to pay the costs and expenses necessarily incurred by the Insured with the consent of the Company in:

- removing debris,
- dismantling and/or demolishing,
- shoring up or propping,

of the portion or portions of the property insured of this policy hereby insured against.

The Company's liability under this extension shall not exceed 10% of adjusted loss.

3. Interior Renovation

This Section is extended to cover interior renovations including additions, alterations and repairs within the insured address provided that the contract value shall not exceed HK\$100,000. In the event of any contract exceeding HK\$100,000, prior notice thereof must be given to the Insurers who reserve the right to charge additional premium in respect of the inclusion of such contract in the coverage hereunder.

4. Fatal Accident Benefit

We will pay HK\$100,000 per head up to the limit of HK\$400,000 shown on the Schedule as the aggregate in the event of death within 3 calendar months of either You or Your Family members resulting from the death caused in Your Home by fire or thieves.

5. Unspecified Personal Effects

We extend to cover the unspecified personal effects up to HK\$15,000 against all unforeseen and sudden accidental physical loss or damage anywhere in the world while carried or under the control, care and custody of the Insured or his Family members.

It is warranted that a receipt or valuation will be needed for any one articles worth more than HK\$3,000. Failure to produce the receipt or valuation to the Company by the Insured, the Company's maximum liability is limited to HK\$3,000 any one article in the event of loss or damage irrespective of the sum insured set opposite thereto.

6. Money

We extend to cover loss of money belonging to You or Your Family members anywhere in the world for an amount up to HK\$2,000 during each period of insurance provided the loss is caused by fire, or theft.

Money means currency, coins, bank notes and bullion; and travelers checks register checks and money orders held for sale to the public.

Limit of Indemnity

The maximum amount We will pay under Section 1 during the period of insurance is the Limit of Indemnity shown on the Schedule.

Section 2 - Public Liability

What is Insured

The Company will, subject to the Limit of Liability, indemnify the Insured against all sums for which the Insured may be legally liable:

(A) as owner of the Home

(B) as a private householder occupying the Home in respect of:

- a) accidental death or bodily injury of any person
- b) accidental loss of or damage to property

occurring in or about the Home during the period of insurance and within Hong Kong limits.

We shall also pay the legal costs and expenses recoverable by any claimant from You and all costs and expenses incurred with our written consent.

What is Not Insured

This section does not cover any liability for:

- Bodily injury to You or Your Family or any person in the service of You.

- Loss of or damage to property belonging to or in the care, custody or control of You or Your family or any person in the service of You.
- The ownership, occupation or use of any land or building other than Your Home specified in the Schedule.
- Any agreement to make payment by way of indemnity or otherwise unless such liability would have attached in the absence of such agreement.
- The exercise of any trade, profession or employment other than the employment of domestic servant in Your service.
- The ownership, possession, driving or use of mechanically-propelled vehicles, aircrafts or watercrafts.
- The ownership, use or possession of any animals other than domestic dogs or cat allowed to be kept at your Home under the Deeds of Mutual Covenant and the management office of the building wherein your Home is situated.
- Personal injury or bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination unless the seepage, pollution or contamination is caused by sudden, unintended and unexpected happening during the period of insurance.
- The cost of removing, nullifying or cleaning-up seeping, polluting or contamination substances.
- Fines, penalties, punitive or exemplary damages.

Limit of Indemnity

The liability of the Company for all compensation payable in respect of or arising out of one occurrence or in respect of or arising out of all occurrences of a series consequent on or attributable to one source or original cause shall not exceed the amount specified in the schedule as the Limit of Liability for any one accident and the liability of the Company in any period of insurance shall not exceed the amount specified in the schedule as the Limit of Liability in any period of insurance.

We may in connection with any one claim or number of claims arising out of one occurrence pay to You the Limit of Indemnity (after deduction of any sum or sums already paid as compensation) or any less amount for which such claim or claims can be settled and thereafter we shall be under no further liability under this Section in connection with such claim or claims except for costs and expenses of litigation recoverable or incurred in respect of the conduct of such claim or claims prior to the date of such payment.

Jurisdiction Clause

The indemnity provided by this Policy shall not apply in respect of judgements 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 judgements made outside Hong Kong whether by way of reciprocal agreement or otherwise.

Section 3 - Building (Not Applicable)

Section 4 - Domestic Servant (Optional)

Definition

A person employed by You or any member of Your Family as a domestic servant at Your Home.

Age Limit Warranty

Unless otherwise specified on the schedule, the age of all Insured Persons should be from 18 to 55 of age.

Legislation

I) The Employees' Compensation Ordinance

Cover

If at anytime during the period of insurance any Domestic Servant in Your immediate service shall sustain bodily injury by accident or disease arising out of and in the course of his or her employment by You, We will indemnify You against liability at Law to pay compensation and claimant's cost and expenses in respect of such Injury and will in addition pay all costs and expenses incurred with Our written consent.

Limit of Liability

Our liability under this section shall not exceed HK\$100 million any one event.

Provided always that in the event of any change in the Legislation, this Section shall remain in force but Our liability shall be limited to such sums as We would have been liable to pay if Your liability had remained unaltered.

Note: the term "any one event" has the meaning assigned to it by legislation.

II) Burial Expenses and Repatriation of the Mortal Remains

In the event of the Death of the Employee(s) insured, the Company will pay the actual expenses incurred for burial or the conveyance of body or ashes of the deceased to the place of interment up to but not exceeding HK\$10,000.

Exclusions

You are not covered in respect of:

1. liability arising from pneumoconiosis.
2. liability which attaches by virtue of an agreement but would not have attached in the absence of such agreement.
3. any late payment surcharge which You may become liable to pay under the Legislation.
4. any amount which You would have been entitled to recover from another party but for an agreement made by You and that party.
5. any person who is not an "employee" within the meaning of the Legislation.

Conditions

If We are obliged by the legislation to pay an amount for which We would not otherwise be liable, You shall repay the amount to Us.

Date of Receipt

This policy is issued subject to no known or reported loss prior to the date of receipt on application or renewal instructions received by the Insurance Company

14-Day Free Policy Inspection Period

Blue Cross (Asia-Pacific) Insurance Limited trust that the policy issued will satisfy customer's insurance need, however if customers are not completely satisfied then you should return the policy, and attached a letter, signed by customers, requesting cancellation. The policy will then be cancelled and the premium(s) paid will be refunded provided that (I) customer's request to cancel is received directly by Blue Cross (Asia-Pacific) Insurance Limited within 14 days after the policy Issue Date and (II) no claim payment has been made.

Landslip and Subsidence Endorsement

In consideration of the payment of the after-mentioned premium, it is hereby declared and agreed that notwithstanding anything in the within written Policy contained to the contrary the insurance under this Policy shall extended to cover:

Loss of or damage to the property insured directly caused by subsidence of the site or Landslip, occurring with the period stated in the schedule but EXCLUDING:

- (1) Loss or 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 5 years of the completion of such works.
- (2) loss of or damage to paths drives fences gates boundary and retaining walls caused by subsidence and/or landslip.
- (3) unless otherwise specifically insured, the cost of removal of subsidence and/or landslip debris or the making good of the site following subsidence and/or landslip except in so far as is necessary to repair the property insured.
- (4) loss or damage directly occasioned by or through defective design or workmanship or the use of defective materials.
- (5) consequential loss or damage of any kind or description.
- (6) the first HK\$750 or 10% of adjusted loss for each and every loss whichever is the greater, as ascertained after the application of any condition of average and occurring within each and every separate period of 72 consecutive hours during the currency of this Policy.

Warranted:

- (1) The Insured shall maintain the insured property in sound repair and shall take all responsible steps to prevent damage from perils covered hereby.
- (2) The Insured shall notify the Company immediately:
 - (a) any excavations are commenced beneath, around or in the vicinity of the insured property. In such event the Company shall have the right to vary or cancel the cover provided under this Policy.
 - (b) of the operation of an insured peril affecting any part of the site (whichever or not the insured property is involved) or its nearby surroundings.

~END OF THIS POLICY~

家居保險

投保人作出的投保書及聲明為本合約的基準，而投保人須支付承保表所列的保費，作為本保險的代價。

本保單連同隨附的承保表及其後發出的任何批單，須當作一份文件來閱讀，並構成閣下與吾等訂立的合約。本保險於屆滿時可予續期。本保險乃以閣下提供予本公司的資料為基準而訂立。

若閣下向本公司作出的任何陳述或其任何部分不盡真誠，本公司可拒絕受理閣下根據本保單作出的索償。

請細閱本文件及承保表，若該等文件不符合閣下的要求，或若任何資料並不正確，請將該等文件退還予吾等，並提出更正要求。

閣下若有任何疑問，請與本公司聯絡，本公司職員將樂意為閣下解答一切保險查詢。

定義

本保單內的若干詞語有特別涵義，該等涵義如下文列載或在有關的段落前有所定義。

該等詞語在所用之處涵義如下。

吾等 / 本公司

藍十字（亞太）保險有限公司

閣下

名字列於承保表的投保人。

閣下家人

閣下的永久居於住宅的親屬。

香港

香港地域範圍（包括離島）。

自付額

任何索償的首筆款額，閣下的保額不包括此款額，因此須予自付。

保險期

承保表所指的期限，就該保險期而言，吾等已同意接受並且閣下已支付或同意支付有關的保費。

承保表

向閣下刊發的納入投保人姓名、地址、風險位置及賠償限額的詳情表。

取消保單

a) 由閣下取消

閣下可書面通知吾等取消本保單。若閣下取消保單，本公司將在每份保單的最低保費為 350 港元的情況下，按短期費率退款，惟先決條件為，並無在保險期內作出任何索償。

若取消第四部份 " 家傭保險 "（自選計劃）並無保費退還。

b) 由本公司取消

吾等可給予閣下七天的書面通知取消保單，該通知將以平郵寄往吾等所知的閣下地址。若吾等取消保單，吾等會將所有未用的部份保費按比例退還予閣下。

修訂本保單

吾等若修訂本保單的條款，會將有關的書面通知寄往吾等所知的閣下地址，而有關的修訂將於通知發出日期起七日後生效。

整份保單的一般不受保事項

1. 戰爭及類似風險

戰爭、侵略、外敵的戰爭行動（無論是否已宣戰）、內戰、叛亂、革命、暴動或軍事權力或篡權、國家獨立、政府或市政府或地方或任何公共主管機構進行沒收、徵用或查封或拆毀而導致的損失、破壞、損壞或任何其後的損失。

2. 恐怖活動

任何人士或人等代表或為任何機構進行恐怖活動而產生或導致的損失、破壞、損壞或任何其後的損失。

3. 輻射性污染

因下列事項而直接或間接引起或造成或帶來的任何損失或任何法律責任所導致的任何財產損失或破壞或任何損失或開支：

- 電離輻射或核燃料或核廢料或核燃料燃燒引起的輻射導致的污染。
- 易爆性核子組裝或核子組件的輻射、毒害、易爆或其他危險性質。

4. 聲爆

由以音波或超音波速度航行的飛機或其他航空物體引起的壓力振動而直接導致的損失或損壞。

5. 污染或玷污

滲漏、污染或玷污引致或導致的損失或毀損或損壞，除非滲漏、污染或玷污乃在保險期內由突然、意外或預期以外的滲漏、污染或玷污所引致。

適用於整份保單的條款

1. 防止損失

閣下及閣下家人須遵守所有法定責任，並採取所有合理步驟去：

- 防止損失、毀損或損傷，並
- 保持任何受保財產狀況良好並有妥善維修。

2. 風險變化

在本保單存續的情況下，閣下須通知吾等閣下任何受保地址或狀況的變更（若該等變更可能引致損失增加），並在要求提出時支付所需的額外保費。

3. 其他保險

若在任何損失、毀損或損壞發生時，有任何其他保險保障該事件，吾等將僅支付該等損失中吾等應佔比例的部份。

4. 仲裁

本保單產生的任何歧異將按現時有效的仲裁條例通過仲裁裁定。若立約方未能就仲裁人或公斷人的選擇達成共識，則應將選擇提交香港特別行政區國際仲裁中心當時的主席進行定奪。本合約明確規定，在本保單下享有任何索償權或訴訟權的先決條件是，須先取得仲裁裁決。若本公司在本保單拒絕就任何索償向投保人負責，而該項索償在提出拒絕之日起十二個公曆月內並無根據本合約的條文提交作仲裁，則該索償在任何方面而言將視為已予放棄，並且不可於其後根據本保單追索。

5. 代位權

在本公司提出要求並支付費用的情況下，投保人應作出、合作作出及允許作出所有必須或本公司合理要求的行為或事情，以向任何其他各方執行任何權利及補救權或取得寬免或賠償（該等權利或賠償乃在本公司根據本保單支付或付妥任何補償後應由或可由本公司享有或接替），無論該等行或事情是在本公司進行賠償之前還是之後成為必須或必要。

6. 法律規定保證

本合約保證，投保人將妥為遵守及遵行政府當局的所有條文、規定及法規及任何其他法定責任。

7. 若閣下或閣下的代表在明知索償為虛假的情況下提出申索，本公司將不會支付賠償金，而本保單的所有保障將隨即取消。

8. 本公司有權享有任何申索受保財產的殘餘貨值。

9. 閣下不得魯莽或蓄意引致或導致受保財產遭受損失或任何其他責任。若閣下的住所連續六十日無人居住，閣下須通知本公司並由本公司發出確認書。若該等規定不獲遵守，本公司可能拒絕受理閣下任何的申索。

10. 索償條件

若作出或意圖作出申索，閣下須於意外發生或發現之日起十四日內書面通知吾等

a) 就損失或損壞索償而言，閣下須：

- 自費向吾等提供所有吾等要求的經核證資料及證據。
- 立即通知警方任何損失物品、受騙損失、盜竊、惡意行為或暴亂及內亂。

b) 就責任申索而言，閣下：

- （於收到後）須立即送交吾等任何函件、申索令或傳票。
- 一旦知悉任何即將展開的研訊或重大查訊，須立即通知吾等。
- 不得未經吾等書面通知而允許、提供或答應任何付款。吾等將有權在適當情況下接管或以閣下名義進行抗辯或和解或處理任何申索，而閣下須應吾等要求提交所需資料及協助。

第一部份 家居物品

定義

a) 「住宅」

私人住所、車房及僅作家居用途的外屋，全部位於承保表列載的處所內。

b) 「家居物品」

閣下所有的傢具、住戶物件、裝修、陳設、住宅設備、家居及個人物品（包括閣下及閣下家人租用的家居用品）。

「家居物品」不包括：

- 作商業買賣或專業用途的財產
- 動植物
- 汽車（僅作家居用途的庭園器具除外）、電單車、旅行車、拖車或其組件及配件
- 船艇及船外發動機或其組件及配件
- 飛機或任何航空或航天物體及其配件及組件。
- 搬運或轉移中的財產
- 一般置於住宅以外地方的財產
- 流動 / 手提無線電通訊設備，例如流動 / 手提電話及傳呼機
- 閣下住宅樓宇的內外建築、架構之任何部份
- 支票、郵匯、硬幣、契約、債券、匯票、本票、郵票或其他有價票據

個人物品

閣下或閣下家人擁有並佩戴或攜帶的個人物件。

家居裝修

閣下在牆壁、窗戶、天花板、地面及門戶上作出的裝修及改良。

受保範圍

吾等將就住宅內受保物品保障閣下及閣下家人，賠償任何出乎意料、突然、意外的實質損失（惟特別排除的因由除外）。

不受保範圍

1. 本節不包括下列事件引致的損失或損壞：

- 損耗
- 霉爛、腐爛、腐蝕、生鏽、漸衰、折舊
- 蟲蛀、蟲害
- 漂染、清潔、修理、修葺、翻新
- 刮損、毀損或敲壓
- 電器及電腦設備失靈及 / 或出現機械故障
- 固有缺陷或拙劣的手工或欠妥的材料或設計
- 溫度、色彩、味道、質地或成品發生變化
- 家中動植物
- 並無強行或粗暴入屋痕跡的行竊或企圖行竊
- 任何其後的損失或損壞
- 神秘失蹤或不能解釋的損失
- 閣下或閣下家人作出的惡意行為
- 海關或其他官員進行扣押、沒收或充公
- 自行發電引致的電器及電線損失或損壞
- 閣下住宅在連續六十日無人居住的情況下遭盜竊或企圖盜竊

2. 本部份並不保障因滲漏、污染或玷污引致損失或毀損或損壞而產生的費用及支出，除非滲漏、污染或玷污乃在保險期內由突然、意外或預期以外的滲漏、污染或玷污所引致。

保障限度

若住宅一般非由閣下或閣下家人居住，吾等僅將償付火災、爆炸、雷電、暴雨、洪水、暴亂、勞資糾紛、飛機及其他航空及航天物體或其拋下的物件、山崩及地陷、搶劫、陸地車輛或馬匹或牛群造成的撞擊或住所內供水系統或裝置排水、溢水或漏水所引致的損失。

自付額

吾等不予支付任何索償的首筆款額 750 港元（惟火災、雷電及爆炸的索償除外），並且除外另有列明，否則在第一部份中不會就山崩及地陷及水損引致的損失支付 750 港元或經調整損失的 10%（取其較高者）。

辦理事償的基準

索償可透過付款或（按吾等的選擇）修復或修理或更換處理。除非承保表另有列明，否則吾等支付的款額：

- 在各保險期內將以每件物品 5,000 港元為限。
- 就任何一套傢具、家居用品、個人電腦（包括配件）、音響組合、電視、家庭影視設備、照相機及樂器而言，將為 50,000 港元，並且上限為承保表所列示家居物品保額的 50%。
- 就貴重物品（包括但不限於珠寶、寶石、皮草及手錶）而言，在各保險期內將不超過承保表所列示家居物品保額的 1/3。

- d. 就食物（包括但不限於酒類飲品）而言，將不超過承保表所列示家居物品保額的10%。
- e. 就個人物品而言，在各保險期內將不超過承保表所列示家居物品保額的20%。
- f. 就家居裝修而言，將不超過承保表所列示家居物品保額的20%。若家居裝修並非在損失發生的受保地址出現，吾等將不作付款，而若家居裝修的年期不超過五年，吾等將悉數支付重置或修理費用。

若因發生入屋行竊或企圖行竊而導致門窗鑰匙或鎖遭損失或損壞，吾等將支付更換或安裝類似但並非更佳的窗戶及外門鎖及／或鑰匙所產生的合理費用，惟在各保險期內將不超過承保表所列示的3,000港元。

就地毯及皮氈而言，本保單僅保障實質燃燒引起的全部或重大損失，而開放式火爐或煙頭引致的燒焦、燒灼及慢燃及類似情形將不在受保範圍之內。

吾等將悉數支付年期少於十年的傢具、陳設及住宅設備的重置或修理費用。

若受損財產超出上述年期，吾等將修理當時受損的物件或就其向閣下支付賠償額。

若任何損失或損壞物品屬於一套物件的一部份，則將依整套物件總值按比例計算損失或損壞，不得作整套物件完全損失或損壞而論。

若發生損失或損壞的受保財產（可完整使用）的任何部份由數個部份組成，吾等僅負責賠償損失或損壞的部份（包括安裝費用）。

吾等毋須按內置物品的原樣作出修理或更換，但將確保在實際可行的情況下，該等物件與原件狀況相稱。

額外利益

1. 住宿安排

若閣下的住宅因意外招致「家居物品」部份所保障的損失或損壞而不宜居住，吾等將在有合理需要的情況下，支付臨時居所的費用。

在各保險期內，任何賠償付款將不超過每日1,000港元，總額將不超過承保表列示的上限。

2. 清理場地

在本公司同意的情況下，本保單可延展至投保人在為本保單所保障的部份財產進行：

- 清除碎片，
- 拆卸或拆除，
- 支撐或支承

而產生的費用及支出。

本公司就此項之賠償額將不超過經調整損失後的費用之10%。

3. 內部翻新

本部份亦保障受保地址內的內部翻新（包括附設物、替代物及修理），惟約定工程費用以不超過\$100,000港元，而若超過\$100,000港元，則須事先通知保險公司，而保險公司保留權利就新納入的保障收費附加保費。

4. 致命意外的利益賠償

若閣下住宅在保險期間遭火災或搶劫而導致閣下或閣下家人身故，支付每人100,000港元，總額不超過承保表所列示的上限400,000港元。

5. 非指定的個人物件

吾等亦保障投保人或其家人攜帶、控制、看管及保管的個人物件在全球任何地方發生的出乎意料、突然及意外的實質損失或損壞，賠款不超過15,000港元。

每項價值超過3,000港元的物件需呈示收據或估值證書。若投保人未能向本公司呈示有關的收據或估值證書，則無論受保物件的保額是多少，本公司將就每項物件的損失或損壞僅支付最多3,000港元。

6. 財物

在各保險期內，吾等亦保障閣下或閣下家人在全球任何地方損失的財物，最高賠償為2,000港元，惟該等損失須因火警或失竊（須附可見的暴力痕跡）引致。

財物指貨幣、硬幣、鈔票、金條及旅行支票、保付支票及為向公眾出售而持有的匯票。

賠償限額

於保險期內，吾等將在第一部份下支付的最高款額為承保表列示的賠償上限。

第二部份 公眾責任險

受保範圍

本公司在受限於責任上限的情況下，賠償投保人其可能：

- (A) 作為住宅業主或
- (B) 作為佔用住宅的個別住戶，而就
 - a) 任何人士意外身故或損傷
 - b) 財產意外損失或損壞

須依法支付的所有款額，而該等意外於保險期內在香特別行政區地域範圍內於住宅中或附近發生。

吾等亦將支付任何索償人可從閣下追索的法律費用和開支，及經吾等書面同意所產生的全部費用及開支。

不受保範圍

本部份不保障下列事件引致的責任：

- 閣下或閣下家人或閣下僱用的人士的身體損傷
- 閣下或閣下家人或閣下僱用的人士擁有或看管、保管或控制的財產的損失或損壞
- 承保表列明的閣下住宅以外的任何土地或建築物的擁有、佔用或使用
- 透過賠償或以其他方式作出付款的任何協議（除非該責任已在無該協議的情況下附帶）
- 除僱用服務閣下的家務助理外，從事任何行業、職業或僱傭關係
- 擁有、據有、開動或使用以機械啟動的車輛、飛機或船隻
- 擁有、使用或據有任何動物，而其並非公契及閣下住宅所在建築物的管理處允許在住宅內飼養的家狗或家貓
- 直接或間接因滲漏、污染或玷污引致的人身傷害或身體傷害或財產損失或毀損（除非滲漏、污染或玷污乃在保險期內由突然、意外或預期以外的事件所引致）
- 移除、化除或清除滲漏、污染或玷污物質的費用
- 罰款、罰金、懲罰性或懲戒性損害賠償

賠償限額

就一個來源或起因引致或導致的一系列事件的其中一項或全部事件而言，本公司支付所有應付賠償的責任，將不超過承保表所指定作為任何一項意外的責任上限的款額，而本公司在任何保險期內的付款責任將不超過承保表所指定該保險期內的責任上限。

就任何一項事件引致的任何一項或多項索償而言，吾等可支付閣下賠償上限（扣減作為償款已予支付的款額後）或償付處理該項或該等索償的較少款額，而在付款之後，吾等在本部份下將毋須再就該項或該等索償負責（在付款日期前就進行索償而可追收或產生的訴訟費用或支出除外）。

司法管轄權條文

本保單提供的賠償不適用於並非首先由香港特別行政區內具司法管轄權的法院發送或發出的判決，亦不適用於上述法院就執行在香港特別行政區以外作出的判決而發出的法令（無論是否以互惠協議作出）。

第三部份 樓宇外殼保險（本部份並不受保及不適用）

第四部份 家傭保險（自選計劃）

釋義

「受保人」指名列載於承保表並由投保人依法聘用的家傭，該人士亦符合本保單資格及受本保單的保險所保障。

年齡限制

除非承保表內另有註明，否則受保人的年齡須介乎 18 至 55 歲之間。

法例

I) 僱員補償條例

保障範圍

倘若投保人因受保人在保險期內於香港受僱於投保人間遭遇之身體損傷或死亡而需要承擔之香港僱員補償條例及普通法下之法律責任，及支付獨立於有關條例之賠償及損傷及索償者之支出，本公司會向投保人作出有關賠償；此外本公司亦賠償投保人一切隨後經本公司同意而由投保人引致或代表投保人支付之支出。

最高賠償額

根據有關法例，本公司在每宗事故之賠償責任將不超過港幣 100,000,000 元。就有關法例之更改，本部份保持有效；但本公司之責任只限於本公司在受保人之責任不變時所需要賠償之款項。

註：「每宗事故」之定義根據有關法例規定。

II) 殮葬及遺體運返

若受保家傭於保險期內身故，所涉及之實際開支的殮葬費和遺體或骨灰運送費到最近其安葬地點的機場或其原居地。惟最高賠償額不超過 10,000 港元。

不保事項

本保單不承保或間接有關或引致之事故：

1. 肺塵埃沉著病引起的任何責任。
2. 任何經協議附加的投保人責任，惟若協議不能達成，則不會構成有關附加責任。
3. 任何在有關法例下投保人須負責之逾期付款之附加費。
4. 投保人有權自任何立約方追討的任何金額賠償，惟視乎投保人与該立約方協議而定。
5. 任何人並不包括在有關法例之「僱員」的定義內。

條件

倘法例規定本公司須支付一筆款項，而該筆款項根據本保單為毋須由本公司負責的，則投保人應向本公司還付該筆款項。

接受日期

本保單在本公司接到申請表或續保通知前沒有任何知悉或已報告之損失之情況下發出。

14 天免費保單查核期

藍十字（亞太）保險有限公司相信此保單能滿足顧客的保險需要。然而，若閣下未感完全滿意，請將保單退還本公司；及附上一封由閣下簽署、要求取消保單的函件。保單將被取消而閣下將獲發還已付保費，但閣下必須於取消保單的書面通知上簽署，並於保單簽發日起計 14 天內將其交予藍十字（亞太）保險有限公司。若閣下曾領取賠償，則不會獲發還已付保費。

山崩及地陷批單

鑑於閣下支付下列保費，雙方謹此聲明及同意，即使保單中有任何相反規定，本保單的保險將保障：

在承保表列明的期間內，發生地陷或山崩而直接導致的受保財產的損失或損壞，但不包括：

- (1) 直接或間接由或透過或因下列事件而引致的損失或損壞：
 - a) 海岸侵蝕
 - b) 平錯
 - c) 工程完成後五年內，架構物下陷或填土地下沉。
- (2) 地陷及 / 或山崩引致的路徑、道路、柵欄、大門、邊界及護土牆的損失或損壞。
- (3) (除非另有明確保險) 地陷及 / 或山崩後清除地陷及 / 或山崩堆積物或清理現場的費用，惟需要修理的受保財產不在此限。
- (4) 因或透過有缺陷的設計或手工或使用欠妥的材料而直接導致的損失或損壞。
- (5) 任何其後導致的損失或損壞。
- (6) 在本保單存續的情況下及在山崩或地陷連續發生 72 小時的各期間內，首筆款額 750 港元或經調整損失（在援用任何分攤條款後釐定）的 10%（取其較高者）。

保證

- (1) 投保人須保持受保財產的良好狀況，並須負責採取所有措施防止本保險所保障的損壞發生。
- (2) 投保人須立即通知本公司下列事情：
 - a) 受保財產之下、週圍或附近發生的任何挖掘。在此情況下，本公司有權修訂或取消本保單的保障範圍。
 - b) 影響住宅的任何部份或附近環境（無論是否涉及受保財產）的風險的發生。

此乃中文譯本，僅供參考之用，如有爭議，概以英文版本為準。

~ 保單完 ~



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