

## **Dah Sing Insurance Company Limited**

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# **HOMESURE HOUSEHOLD INSURANCE PLAN**

## 24-hour Emergency Assistance Hotline 852 8206 2229

## IMPORTANT - Please read this Policy carefully upon receipt and promptly request for any necessary amendments.

This Policy Terms and Conditions, the Schedule/Certificate of Insurance and any endorsement attached or to be attached thereon shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule/ Certificate of Insurance shall bear such specific meaning wherever it may appear.

The proposal form and declaration made by the Insured shall form the basis of this Policy and are deemed to be incorporated herein as part of this Policy. In consideration of the Insured has applied to the Company for the insurance hereinafter contained and on the condition that the Insured has paid or agreed to pay the premium as specified for such insurance and on condition that the information provided in the proposal form and declaration is true and correct, the Company will pay the benefits subject to the definitions of words, exclusions, limitations, Terms and Conditions contained herein, endorsed hereon, or attached hereto.

	1 – SUMMARY OF BENEFITS (subject to Terms and C		Maximum Danafit Dan Vana (1974)	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
Coverage		Maximum Benefit Per Year (HK\$)  Plan A Plan B Plan C		
4)	Hama Cantanta	Plan A		Plan C
1)	Home Contents	300,000	600,000	1,200,000
	Home Contents – item or set limit	30,000	60,000	120,000
	Valuable Property – sub-limit	N/A	150,000 (15,000/item or set)	300,000 (30,000/item or set)
	Extension to (1) Home Contents			
	1.1 Alternative Accommodation/Loss of Rent	15,000	30,000	60,000
	1.1 , ween deve needs in load at only 2003 of Neith	(500/day)	(1,000/day)	(2,000/day)
	1.2 Malicious Damage by Tenant	15,000	30,000	60,000
		(1,500/item or set)	(3,000/item or set)	(6,000/item or set)
	1.3 Contents in the Open Air	N/A	30,000 (3,000/item or set)	60,000 (6,000/item or set)
	1.4 School Closure Allowance	N/A	1,000	2,000
	1.5 Accident at Home			
	- Death/ Permanent Disablement	N/A	50,000	100,000
	- Sick Leave Allowance	N/A	3,000	6,000
		·	(300/day)	(600/day)
	1.6 Replacement of Locks	N/A	2,000	4,000
	1.7 Damage during Interior Decoration	N/A	600,000	1,200,000
	1.8 Damage during Relocation		(10,000/item or set) 600,000	(10,000/item or set) 1,200,000
	- Home Contents	N/A	(6,000/item or set)	(12,000/item or set)
	- Other than Home Contents	N/A N/A	(15,000/item or set)	(30,000/item or set)
	- Other than nome contents	IN/A	30,000	60,000
	1.9 Temporary Removal	N/A	(10,000/item or set)	(10,000/item or set)
	1.10 Temporary Storage	N/A	60,000	120,000
	1.11 Removal of Debris	N/A	6,000	12,000
	1.12 Frozen Food and Drinks	N/A	3,000	6,000
	1.13 Home Assistance Services	N/A	Covered	Covered
	1.14 Replacement of Energy Saving Household Appliances	N/A	5,000	10,000
	1.15 Theft of Money	N/A	1,500	3,000
	1.16 Unauthorised Use of Credit Card	N/A	3,000	6,000
	1.17 Personal Documents	N/A	1,000	2,000
(2)	Legal Liability	3,000,000	6,000,000	12,000,000
	Extension to (2) Legal Liability			
	2.1 Tenant's Liability	Covered	Covered	Covered
	2.2 Owner's Liability in Common Area	Covered	Covered	Covered
	2.3 Personal Liability	N/A	Covered	Covered
	2.4 During Alterations	N/A	Covered	Covered
	2.5 Solar Panel Liability	N/A	Covered	Covered

Coverage -		Maximum Benefit Per Year (HK\$)		
		Plan A	Plan B	Plan C
(3) V	Vorldwide Personal Belongings	N/A	15,000	30,000
lt	tem or set limit	N/A	3,000	6,000
E	Extension to (3) Worldwide Personal Belongings			
3	.1 Theft of Money	N/A	1,500	3,000
3	.2 Unauthorised Use of Credit Card	N/A	3,000	6,000
3	.3 Personal Documents	N/A	1,000	2,000
Optiona	Optional Benefits			
(4) B	Building	Reinstatement Cost (up to HK\$20,000,000)	Reinstatement Cost (up to HK\$20,000,000)	Reinstatement Cost (up to HK\$20,000,000)
4	.1 Professionals' Fees	Actual Cost	Actual Cost	Actual Cost
4	.2 Removal of Debris	Actual Cost	Actual Cost	Actual Cost
4	.3 Malicious Damage by Tenant	250,000	250,000	250,000
(5) P	et Medical Expenses	N/A	3,500	3,500
-	Outpatient Medical Expenses	N/A	300 /visit/day	300 /visit/day
-	X-ray and Laboratory Tests	N/A	2,000 (1,000/visit/day)	2,000 (1,000/visit/day)

## **PART 2 - DEFINITIONS OF WORDS**

Certain words or phrases in the Policy have special meanings. They are defined as below and will be presented as bold letters in this document.

- 1. "Accident"/"Accidental"/"Accidentally" means a sudden, unforeseen and involuntary event which independent of any other causes.
- 2. "Assistance Services Provider" means the home assistance services company as appointed by the Company.
- 3. "Building" means the structural part of Your Home, including:
  - a) fixture and fittings and/or interior decoration put in or left behind by ex-property owner or property developer, for which is forming part of the building structure of Your Home;
  - b) wall, gates and fences surrounding Your Home to protect access from outsiders; and
  - c) such other things or parts as may be specifically described in the Schedule/Certificate of Insurance.
- 4. "Company"/"Us"/"Our" means Dah Sing Insurance Company Limited.
- "Electronic Communication Items" means mobile phone, pagers and any handset or device (including battery and charger) able to make or receive telephone calls.
- 6. "Home" means the building or the house, apartment or flat (being built of bricks, stones, concrete or reinforced concrete and roofed with concrete or reinforced concrete), at the situation mentioned on the Schedule/Certificate of Insurance, used for domestic purpose only.
- 7. "Home Contents" means
  - a) furniture;
  - b) fixtures and fittings and/or interior decoration furnished by You or Your Family;
  - c) household appliances, household goods;
  - d) Personal Belongings;
  - e) plate/fixed glass;
  - f) computers (including desktop, laptop and tablet); and
  - g) sports equipment

belonging to You or Your Family but EXCLUDING:

- i. landlord's fixture and fittings and/or interior decoration put in or left behind by ex-property owner or property developer:
- ii. motor vehicles (other than lawnmowers and pedestrian controlled gardening implements for home use only), motorcycles, caravans, trailers, and other mechanically and/or electrically propelled vehicles, or their spare parts or accessories;
- iii. Living things, pets and animals which You or Your Family owned or are in Your or Your Family custody, care or control;
- iv. growing crops and plants;
- v. watercrafts (other than hand-propelled), hovercraft, boats and outbound motors or their spare parts and accessories;
- vi. aircraft (including aircraft in any kind, e.g. unmanned aircraft system), any aerial or spatial device, and their accessories or spare parts including satellite antennae;
- vii. radio antennae aerials fittings masts and towers, solar panel, and their accessories or spare parts;
- viii. Electronic Communication Items;
- ix. contact lenses, dentures and prostheses;
- x. Specially Held Items; and
- xi. securities, Money, certificates and documents or stamps collection.
- 8. "Hong Kong" means Hong Kong Special Administrative Region of the People's Republic of China.
- 9. "Insured"/"You"/"Your" means the insured named in the Schedule/Certificate of Insurance.
- 10. "Money" means physical money including bank or currency notes, coins, cheques, premium bonds, travellers cheques, travel tickets, postal or money orders, postage stamps, tokens, stored value cards or other vehicle vouchers belonging to You or Your Family, but EXCLUDING Specially Held Items. The value of Money refers only to the face value but not any commemorative, antique or rarity value.
- 11. "Period of Insurance" means the period specified in the Schedule/Certificate of Insurance and during which this Policy will operate.

- 12. "Personal Belongings" means articles of personal nature specifically designed to be worn, carried or used, belonging to You or Your Family, but EXCLUDING:
  - i. Money;
  - ii. Valuable Property;
  - iii. Electronic Communication Items: and
  - iv. Specially Held Items.
- 13. "Personal Documents" means Hong Kong Identity Cards, Hong Kong Driving Licences, China Re-entry Permits and Passports belonging to You or Your Family member.
- 14. "Pet"/"Your Pet" means the insured cat(s) or dog(s), microchipped and licensed under the name of You or Your Family, and named in the Schedule/Certificate of Insurance.
- 15. "Policy" means this policy Terms and Conditions, the Schedule/Certificate of Insurance and any endorsement attached or to be attached thereon shall be read together as one contract.
- 16. "Schedule"/"Certificate of Insurance" means the schedule attached to an incorporated in the Policy of Insurance.
- 17. "Specially Held Items" means
  - a) items which are held or used in connection with any profession, business or employment, or
  - b) items which are insured under a separate policy.
- 18. "Valuable Property" means jewellery, items of gold, silver or other precious metals, items of crystal and precious stones, watches, photographic equipment, binoculars, works of art, chinaware, curios, furs, musical instruments (excluding pianos).
- 19. "Your Family" means Your spouse, children, parents and relatives permanently residing with the Insured and any domestic helpers employed by the Insured or Insured's family at the Home.

## **PART 3 – DESCRIPTION OF COVER**

#### **SECTION 1 – HOME CONTENTS**

The Company will cover You and Your Family, up to the Maximum Benefit stated in the Summary of Benefits, against any Accidental physical loss of or damage to Home Contents and Valuable Property contained in Your Home during the Period of Insurance. Sub-limit applies to this section as mentioned in the Summary of Benefits table above.

The Company do not pay for Accidental loss of or damage to Valuable Property for Plan A.

### **Extensions applicable to Section 1**

### 1.1) Alternative Accommodation/Loss of Rent

In the event of Your Home, occupied by You and Your Family, being rendered uninhabitable at the Company's discretion due to Accidental physical loss or damage insured under the section or compulsory quarantine, the Company will pay the cost incurred for reasonable temporary accommodation for as long as it is required to make Your Home habitable again.

If Your Home is occupied by Your rent-paying tenant at the time of the Accident, the Company will indemnify You as the landlord against loss of rent payable by the tenant to You during the period necessary for reinstating the Home.

You and Your Family can only claim either alternative accommodation or loss of rent for the same Accident. Any claim payment shall not be more than the Maximum Benefit stated in the Summary of Benefits during each Period of Insurance.

## 1.2) Malicious Damage by Tenant

If Your Home is let out by You as the residential landlord, the Company will pay, up to the Maximum Benefit stated in the Summary of Benefits, for physical damage to Home Contents caused by the malicious acts of Your rent-paying tenant who has been prosecuted in the court.

The Company will not pay if the malicious damage relates to Home Contents which are in the internal or external common areas of residential flats, home units, village houses, detached house or any type of multiple occupancy residences.

## 1.3) Contents in the Open Air

The Company will cover, up to the Maximum Benefit stated in the Summary of Benefits, for loss of or damage to Home Contents happening in the open area attached to Your Home (including balcony, roof floor, terrace, patios, forecourt, verandah and porch) but the coverage will not include burglary loss or damage.

## 1.4) School Closure Allowance

Notwithstanding anything to the contrary contained in the Communicable Disease Exclusion as stated in Endorsement, the Policy is extended to cover infectious disease for this Section 1.4 School Closure Allowance.

In the event of Your Family member is prevented from attending his/her studying school for seven (7) or more consecutive school days as the result of an outbreak of infectious disease at his/her studying school, the Company will reimburse the forfeited and non-refundable cost incurred for any unused services including school buses, meal, and extra-curricular activities organised by and held at the school that could not be recovered elsewhere up to the Maximum Benefit stated in the Summary of Benefits.

The studying school referred hereunder includes nursery, kindergarten, primary school, special school (up to primary level) and international school (up to primary level, Grade six (6) in US system or Year seven (7) in UK system).

## 1.5) Accident at Home

The Company will pay compensation, in the event that You or Your Family sustains bodily injury caused by burglars or robbers within Your Home, against which a medical practitioner has granted a sick leave certificate of not less than four (4) consecutive days, or given such medical evidence in the case of death or total permanent disablement.

Any claim payment for each person and in aggregate shall not be more than the Maximum Benefit stated in the Summary of Benefits during each Period of Insurance.

## 1.6) Replacement of Locks

The Company will pay the reasonable cost incurred for the replacement and installation of windows locks and external door locks and/or keys of the Home with items that are similar but not better, following physical loss of or damage to keys or locks due to burglary or attempted burglary subject to a maximum amount stated in the Summary of Benefits during each Period of Insurance.

## 1.7) Damage during Interior Decoration

The Company will cover You or Your Family for Accidental physical loss of or damage to Home Contents, photographic equipment, binoculars, works of art, chinaware, curios, furs and musical instruments during a period of interior decoration or renovation works at Your Home, provided that the said period is not longer than two (2) months and the contract sum of such works is less than HK\$100,000, but excluding any loss or damage directly or indirectly caused by:

- i. bursting of water pipes and/or blocking of drainage system;
- ii. poor workmanship of the decoration works.

Any claim payment shall not be more than the Maximum Benefit stated in the Summary of Benefits during each Period of Insurance.

## 1.8) Damage during Relocation

The Company will cover any Accidental physical loss of or damage to Home Contents, photographic equipment, binoculars, works of art, chinaware, curios, furs and musical instruments while being moved by a professional transportation company up to the Maximum Benefit stated in the Summary of Benefits from Your Home to Your new permanent residence within Hong Kong, but excluding any item of perishable or fragile nature unless such fragile item has been packed by the professional transportation company.

### 1.9) Temporary Removal

Any Home Contents temporarily removed from Home to elsewhere in Hong Kong for cleaning, repairing or maintenance shall be covered up to the Maximum Benefit of the Summary of Benefits for loss or damage due to fire, lightning, explosion, storm, flood, malicious acts, burglary or robbery, and bursting or overflow of water tanks, apparatus or pipes.

#### 1.10) Temporary Storage

In the event that the Home becomes uninhabitable at the Company's discretion as a result of an insured event, the Company will pay for the actual cost of temporary storage of Home Contents, photographic equipment, binoculars, works of art, chinaware, curios, furs and musical instruments up to the Maximum Benefit of the Summary of Benefits each Period of Insurance and subject to a maximum of thirty (30) days.

#### 1.11) Removal of Debris

The Company will cover the actual cost incurred in the removal of debris of Home Contents which have been destroyed or damaged by any insured event, and of any undamaged Home Contents which facilitate such removal of debris.

Any claim payment shall not be more than the Maximum Benefit stated in the Summary of Benefits during the Period of Insurance.

## 1.12) Frozen Food and Drinks

The Company will pay the cost of replacing food and drinks which are spoiled in Your deep freezer unit in Your Home by:

- a) Notwithstanding anything to the contrary in Exclusion j) (viii) under Exclusion of Section 1, Accidental breakdown of the freezer unit which is less than five (5) years old;
- b) Accidental failure of the electricity supply provided such failure is not caused by the deliberate act of the supply authority or its employees. Any claim payment shall not be more than the Maximum Benefit stated in the Summary of Benefits during each Period of Insurance.

### 1.13) Home Assistance Services - 24 Hours Hotline 8206 2229

The Assistance Services Provider shall provide the following referral services in Hong Kong when You contact the Assistance Services Provider:

- Electrical Assistance
  - The Assistance Services Provider shall arrange a competent and registered electrician to repair the main switch or wall switch of Your Home in case of such main switch or wall switch failure.
- Plumbing Assistance
  - In the event of clogging of the water pipe or bursting of water pipe (not water tap) within Your Home, the Assistance Services Provider shall arrange a competent and registered plumber to repair the water supply and water draining system.
- Locksmith Assistance
  - If You are unable to access Your Home by reason of not being in possession of the keys or being locked Accidentally outside Your Home, the Assistance Services Provider shall arrange a locksmith to gain access to Your Home.
- Air Conditioning Engineer Assistance
  - In the event of Accidental breakdown of the engine of the air conditioner in Your Home, the Assistance Services Provider shall arrange a competent and registered engineer to repair the air conditioner but not for the maintenance of the air-conditioner such as the problem relating with the noise, coolness or water dripping.
- Home Cleaning Referral
  - In the event that You require assistance for carpet cleaning, sofa cleaning, window cleaning, wall tiles or floor tiles cleaning for Your Home, the Assistance Services Provider shall provide referral information on competent service providers and their charges.
- Emergency Home Nursing Care Referral
  - Upon the request of You during an emergency, the Assistance Services Provider shall organise and arrange for a registered nurse to provide nursing care to any person specified by You.
- Pest Control Referral Upon Your request, the Assis
  - Upon Your request, the Assistance Services Provider is able to arrange for a company specialised in pest control to deal with the pest problem at Your Home.
- Household Appliance Referral
  - In the event that You require assistance for repair services to washing machine, dryer, refrigerator, microwave, television, video cassette recorder player, laser disk player, or audio equipment at Your Home, the Assistance Services Provider will as far as possible provide referral information on competent service providers and their charges.

The Home Assistance Services are purely on referral or arrangement basis only. All the costs incurred in using the services will be at the own expenses of You and Your Family, and the Company shall not be responsible for any damages or consequential damages arising out of the services provided by the service providers referred by the Assistance Services Provider or be responsible or pay for any costs or expenses incurred.

## 1.14) Replacement of Energy Saving Equipment

Without prejudice to the "Basis of Settlement of Claims" as stated in PART 5 – GENERAL CONDITIONS APPLICABLE TO THE WHOLE POLICY, in the event of physical loss of or damage to household appliances belonging to You or Your Family and You or Your Family choose to replace the damaged household appliances with one with energy label attached, the Company will allow You or Your Family to claim for betterment of maximum of twenty-percent (20%) of the damaged household appliances and up to Maximum Benefit of the Summary of Benefits.

The replaced items should bear an energy label which is recognized under the Mandatory Energy Efficiency Labelling Scheme (MEELS) through the Energy Efficiency (Labelling of Products) Ordinance (Cap.598, Laws of Hong Kong). In the event the lost or damaged household appliances already bears an energy label, this extension will not apply.

## 1.15) Theft of Money

The Company will indemnify You and Your Family against theft or robbery of Money in Your Home, up to the Maximum Benefit stated in the Summary of Benefits. Provided that such loss is reported to the local police within twenty-four (24) hours of discovery.

# 1.16) Unauthorised Use of Credit Card

The Company will indemnify You and Your Family for Accidental loss resulting from unauthorised use of credit cards in the event of theft or robbery to Your physical credit cards in Your Home up to the Maximum Benefit stated in the Summary of Benefits. Provided that such loss is reported to the local police within twenty-four (24) hours of discovery.

## 1.17) Personal Documents

The Company will cover, up to the Maximum Benefit stated in the Summary of Benefits, for the replacement fee or costs of Personal Documents of You and Your Family due to Accidentally lost or damaged in Your Home.

## **Maximum Liability of Section 1:**

The maximum amount payable for all benefits including the extensions under this Section shall not in aggregate exceed 100% of the Maximum Benefit of Section 1 as stated in the Summary of Benefits.

#### **Exclusions to Section 1:**

Section 1 under this Policy does not cover:

- a) the first amount or percentage as specified in the Schedule for each and every water damage claim;
- b) the first HK\$10,000 or 10% of adjusted loss, whichever is the greater for each and every landslip and subsidence claim, subject to Exclusion j)(xiii) in which no benefit will be payable at all;
- c) for claims other than a) and b):
  - (i) the first HK\$250 of the loss of Home Contents and Valuable Property (other than those in the open air and portable computers (including tablets));
  - (ii) the first HK\$500 of portable computers (including tablets); and
  - (iii) the first HK\$2,000 of Home Contents in the open air;
- d) sports equipment and musical instruments while in use;
- e) property in the course of removal or transit (unless otherwise specified in sub-Section 1.8 Damage during Relocation and sub-Section 1.9 Temporary Removal);
- f) loss of or damage to records, audio, films, tapes, cassettes, cartridges, digital or computer discs or diskettes other than for their value as unused material, unless purchased pre-recorded and the Company will pay up to the maker's latest price listed;
- g) Home Contents on roof or in open area (unless otherwise specified in sub-Section 1.3 Contents in the Open Air);
- h) any item falls under the definition of Building or any claim payable under the section of Building;
- i) loss of or damage to any electrical equipment, appliances, apparatus or installation caused by its own over-running, excessive pressure, short circuiting or self heating;
- j) loss or damage caused by or arising from or in connection with : -
  - (i) wear and tear, or depreciation;
  - (ii) mildew, rot, corrosion, rust, or gradual deterioration;
  - (iii) insects or vermin;
  - (iv) fungus, change in temperature or humidity;
  - (v) cleaning, repairing, or restoring;
  - (vi) scratching or denting;
  - (vii) domestic animals which You owned or are in Your custody, care or control;
  - (viii) electrical or mechanical breakdown and/or malfunction of electrical equipment, appliances apparatus or installation;
  - (ix) inherent fault, latent defect or defective workmanship, defective material or design;
  - (x) depreciation in value;
  - (xi) deliberate acts by You, Your Family or Your servants, agents, invitees or licensees;
  - (xii) artificially generated electrical current to electrical equipment and wiring;
  - (xiii) landslip, subsidence or erosion which is a result of:
    - 1. coastal erosion;
    - 2. heave;
    - 3. bedding down of structures or the settlement of made up ground within five (5) years of the completion of such works;
  - (xiv) settling or cracking of land resulting from earth movements or underground water pressure;
  - (xv) infidelity or dishonesty on the part of You, Your Family or Your servants, agents, invitees or licensees;
  - (xvi) shrinkage, evaporation, loss of weight, contamination, change in flavour, change in colour, change in texture of finish, action of light;
  - (xvii) theft
    - 1. if the Home is unoccupied for more than thirty (30) days;
    - 2. if the Home or any part is lent or let;
    - 3. by deception unless deception is used to enter the Home;
  - (xviii) Malicious Damage or Vandalism
    - 1. if the Home is unoccupied for more than thirty (30) days;
    - 2. by a person lawfully in Home (unless otherwise specified in sub-Section 1.2 Malicious Damage by Tenant);
  - (xix) Escape of water or oil from any washing machine, dishwasher or fixed domestic water or heating installation if the Home is unoccupied for more than thirty (30) days;
- k) loss of or damage to any insured items whilst in transit but not delivered to and not confirmed receipt from You or Your Family;
- I) any loss claimed under Worldwide Personal Belongings Section arising from the same cause.

## **SECTION 2 – LEGAL LIABILITY**

The Company will indemnify You and/or Your Family, as occupier or owner of Your Home, against legal liability, including the legal costs and expenses, for

- Accidental death or bodily injury including illness of;
- · Accidental loss of or damage to property belonging to

any third party other than You and Your Family.

# Extensions applicable to Section 2:

## 2.1) Tenant's Liability

The Company will cover the legal liability of You and/or Your Family under the tenancy agreement arising out of or in connection with Accidental loss or damage:

- a) to the Building of Your Home or part thereof not belonging to You and/or Your Family but whilst under Your and/or Your Family occupation; or
- b) to the Home Contents of Your Home or part thereof not belonging to but in charge of/by You and/or Your Family or under Your and/or Your Family control but in no case is Your and/or Your Family legal liability as bailee included.

## 2.2) Owner's Liability in Common Area

The Company will indemnify You and Your Family for any third party compensation which You and/or Your Family become legally liable to pay as a part "owner" of the "common parts" of the Building of which Your Home is attached. For the purpose of this extension, the expressions "owner", "common parts" and Building shall have the same meanings as assigned to those expressions in the *Building Management Ordinance* (Chapter 344 of the Laws of Hong Kong).

Where there is any other insurance policy that provides indemnity to liability that is covered under this extension, then this extension shall be operative only when:

- a) such liabilities are not indemnifiable by such other insurance policy; or
- b) any excess liability beyond and above the amount paid or payable under such other insurance policy.

Subject always to preceding a) above, the indemnity under this extension applies only to and is limited to Your and/or Your Family separate proportional share of liabilities (and, for the avoidance of doubt, not joint liabilities) as a part owner in the undivided parts of the Building as determined in accordance with Section 39 of the said *Building Management Ordinance* (Chapter 344 of the Laws of Hong Kong).

### 2.3) Personal Liability

The Company will indemnify You and/or Your Family solely in personal capacity, other than as owner, occupier or tenant of Your Home, against legal liability for Accidental injury of any third party and/or Accidental loss of or damage to the third party property happened in Hong Kong, or the first sixty (60) days within the Period of Insurance of Your stay outside Hong Kong, from the date of Your departure from Hong Kong.

### 2.4) Liability during Alterations

The Company will indemnify You and/or Your Family against legal liability to any third party of Your Home during alterations, additions and/or repairs, provided that the contract period is no longer than two (2) months and the contract sum of such works is less than HK\$100,000.

#### 2.5) Solar Panel Liability

The Company will indemnify You and/or Your Family against legal liability to any third party for Accident arising out of the solar panel which is owned or under Your and/or Your Family control and attached to Your Home. Provided that the regular maintenance and reasonable precautions must be taken by You and/or Your Family. However, the Company will not cover for any claim arising from the repair, regular maintenance or alteration to the solar panel.

## **Maximum Liability of Section 2:**

The maximum amount payable for all benefits including the extensions under this Section and the related legal costs and expenses shall not in aggregate exceed 100% of the Maximum Benefit of Section 2 as stated in the Summary of Benefits.

In the event that You and/or Your Family are covered by more than one of the covers/ extensions for the same incident, or by more than one policy issued by the Company, the maximum limit under this Section for any one incident will be based on the cover/ extension/policy that provides the greatest limit of liability.

#### **Exclusions to Section 2:**

Section 2 under this Policy does not cover:

- a) the first HK\$250 of the loss of each and every third party property damage claim;
- b) the first amount as specified in the Schedule for each and every water damage claim;
- c) any liability for:
  - (i) bodily injury to You or Your Family or any person in the service of You;
  - (ii) loss of or damage to property belonging to or in the custody, care or control of You or Your Family or any person in the service of You;
  - (iii) the ownership, occupation or use of any land or building other than Your Home specified in the Schedule/ Certificate of Insurance;
  - (iv) any agreement to make payment by way of indemnity or otherwise unless such liability would have attached in the absence of such agreement;
  - (v) the exercise of any trade, profession or employment;
  - (vi) the ownership, possession, driving or use of mechanically-propelled vehicles and/or electrically propelled vehicles, including their public and private electric vehicle charger, aircraft or watercrafts in any kind (e.g. unmanned system);
  - (vii) the ownership, use or possession of any animals other than the domestic cats and dogs:
  - (viii) bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by pollution or contamination;
  - (ix) the cost of removing, nullifying or cleaning-up polluting or contaminating substances;
  - (x) fines, penalties, punitive or exemplary damages;
  - (xi) death or bodily injury including illness of any person directly or indirectly caused by infectious disease which is listed in the First Schedule of the *Quarantine and Prevention of Disease Ordinance* (Chapter 141 of the Laws of Hong Kong) as at the date of receipt by the Company of Your written notification of a claim.

### **SECTION 3 – WORLDWIDE PERSONAL BELONGINGS**

The Company will cover You and Your Family for any Accidental physical loss of or damage to Personal Belongings, Valuable Property (restricted to items specifically designed to be worn, carried or used in personal nature), laptop / tablet computer, sports equipment and musical instruments (excluding piano) of You and Your Family happening anywhere in the world outside Your Home, up to the Maximum Benefit stated in the Summary of Benefits.

# Extensions applicable to Section 3

## 3.1) Theft of Money

The Company will indemnify You and Your Family against theft or robbery of Money anywhere in the world outside Your Home, up to the Maximum Benefit stated in the Summary of Benefits. Provided that such loss is reported to the local police within twenty-four (24) hours of discovery.

## 3.2) Unauthorised Use of Credit Card

The Company will indemnify You and Your Family for Accidental loss resulting from unauthorised use of credit cards in the event of theft or robbery to Your physical credit cards anywhere in the world outside Your Home, up to the Maximum Benefit stated in the Summary of Benefits provided that such loss is reported to the local police within twenty-four (24) hours of discovery.

## 3.3) Personal Documents

The Company will cover, up to the Maximum Benefit stated in the Summary of Benefits, for the replacement fee or costs of Personal Documents of You and Your Family due to Accidentally lost or damaged anywhere in the world outside Your Home.

## Maximum Liability of Section 3

The maximum amount payable for all benefits including the extensions under this Section shall not in aggregate exceed 100% of the Maximum Benefit of Section 3 as stated in the Summary of Benefits.

# **Exclusions to Section 3:**

Section 3 under this Policy does not cover:

- a) the first HK\$500 of portable computers (including tablets), and the first HK\$250 of the loss of other insured items;
- b) contact lenses, dentures and prostheses;
- c) sports equipment and musical instruments while in use;
- d) Electronic Communication Items;
- e) Specially Held Items;
- f) theft
  - (i) by deception unless deception is used to enter Your Home;
  - (ii) from an unattended vehicle;
  - (iii) of any pedal cycle away from the Home not securely locked at the time of loss;
- g) deliberate acts by You or Your Family;
- h) excluded risks including loss or damage caused by:
  - (i) wear and tear, or depreciation;
  - (ii) mildew, rot, corrosion, rust, or gradual deterioration;
  - (iii) insects, or vermin;
  - (iv) fungus, change in temperature or humidity;
  - (v) cleaning, repairing, or restoring;
  - (vi) scratching or denting;
  - (vii) domestic animals which You owned or are in Your custody, care or control;
  - (viii) breakdown and/or mechanical malfunction of electrical appliances and computer equipment;

- (ix) inherent fault, latent defect or defective workmanship, defective material or design;
- (x) depreciation in value:
- (xi) mysterious disappearance or unexplained loss;
- (xii) artificially generated electrical current to electrical equipment and wiring;
- i) Any insured items are whilst in transit but not delivered to Your Home and are not confirmed receipt from You and Your Family;
- ) Any loss claimed under Home Contents Section arising from the same cause.

## **SECTION 4 – BUILDING**

(This is an optional benefit. This section is only applicable if it is shown in the Schedule.)

The Company will pay You and Your Family against any unforeseen sudden Accidental physical loss of Your Building for the rebuilding cost up to the Maximum Benefit stated in the Summary of Benefits unless otherwise specifically excluded.

## **Extensions applicable to Section 4**

### 4.1) Professionals' Fees

The Company will cover the cost necessarily incurred in appointing the architects, surveyors and consulting engineers for reinstatement of Your Building which has been destroyed and damaged by an insured event.

#### 4.2) Removal of Dehris

The Company will cover the actual cost incurred in the necessary demolition shoring up or propping of the Building and the removal of debris following destruction or damage by any of the perils hereby insured against provided that such cost is not recoverable under any other policy of insurance.

The Company will not pay for any costs or expenses incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such Home site.

## 4.3) Malicious Damage by Tenant

If Your Home is let out by You as the residential landlord, the Company will pay, up to the Maximum Benefit stated in the Summary of Benefits, for damage to Building caused by the malicious acts of Your tenant who has been prosecuted in the court.

### Clauses and Warranties applicable to Section 4:

The following clauses A7, A8, A12, A13, A19, A33, B24 and B25, and LANDSLIP AND SUBSIDENCE apply to Section 4 if the name of Mortgagee/Assignees are shown in the **Schedule**.

#### A7 - FOUNDATION EXCLUSION

This Policy 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.

### 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 Mortgagees or Assignees named in the Schedule of the Policy to the extent of their interest. It is hereby agreed that in the event of loss or damage, the Company will pay the Mortgagees or said Assignees to the extent of their interest but not exceeding the Sum Insured or the reinstatement value (less depreciation if any) of the property insured whichever is lower and that this insurance in so far as concerns the interest therein of the Mortgagees or said Assignees only shall not be invalidated by any act or neglect of the Mortgagor or Owner of the property insured, nor by anything whereby the risk is increased being 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.

## A19 - Reinstatement Value Clause

It is hereby agreed that in the event of property insured under the item (as specified in the Schedule) of the within Policy being destroyed or damaged the basis upon which the amount payable under (each of the said items of) the Policy is to be calculated shall be the reinstatement of the property destroyed or damaged, subject to the following special provisions and subject also to the terms and conditions of the Policy except in so far as the same may be varied hereby.

For the purposes of the Insurance under this Clause "reinstatement" shall mean:

The carrying out of the aftermentioned work, namely:

- 1. 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.
- 2. 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.

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

## **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.

#### **Maximum Liability of Section 4:**

The maximum amount payable for all benefits including the Extensions under this Section shall not in aggregate exceed 100% of the Maximum Benefit of Section 4 as stated in the Summary of Benefits.

### **Exclusions to Section 4:**

Section 4 under this Policy does not cover:

- a) the first amount or percentage as specified in the Schedule for each and every water damage claim;
- b) the first HK\$10,000 or 10% of the adjusted loss, whichever is the greater, for each and every landslip or subsidence claim, subject to Exclusion g) and h) below in which no benefit will be payable at all;
- c) loss or damage caused by :
  - (i) wear and tear, or depreciation;
  - (ii) mildew, rot, corrosion, rust, or gradual deterioration;
  - (iii) insects or vermin
  - (iv) domestic animals which You owned or are in Your care, custody, or control;
  - (v) inherent fault, latent defect or defective workmanship, defective material or design;
  - (vi) loss of or damage to electrical equipment and wiring caused by artificially generated electrical current;
  - (vii) electrical or mechanical breakdown and/or malfunction of electrical equipment, appliances, apparatus or installation;
  - (viii) alterations or repairs involving the removal of structural support:
  - (ix) mysterious disappearance or unexplained loss;
  - (x) deliberate acts by You or Your Family;
  - (xi) settling or cracking of land resulting from earth movements or underground water pressure;
- d) any items as described under the definition of Home Contents or any claim payable under Home Contents Section;
- e) fixtures and fittings that are not permanently affixed to the interior of the Home or for which You are not legally responsible as a tenant under the relevant tenancy agreement;
- f) foundations and drains of the Building;
- g) any landslip, subsidence or erosion which is a result of:
  - (i) coastal erosion;
  - (ii) heave
  - (iii) bedding down of structures or the settlement of made up ground within five (5) years of the completion of such works;
- h) loss of or damage to paths, drives, fences, gates, boundary and retaining walls caused by subsidence and/or landslip;

#### **SECTION 5 - PET MEDICAL EXPENSES**

(This is an optional benefit. This section is only applicable if it is shown in the Schedule/Certificate of Insurance)

The Company will reimburse the outpatient medical, X-ray and laboratory test expenses reasonably incurred by Your Pet in Hong Kong up to the Maximum Benefit as stated in the Summary of Benefits if the Pet suffers from injury or sickness in Hong Kong.

#### Exclusions to Section 5:

Section 5 under this Policy does not cover:

- a) the first HK\$100 of outpatient medical expenses per visit and the first HK\$500 of x-ray and laboratory test expenses per visit;
- b) any sickness, disease or physical condition which has existed prior to the Policy effective date in respect of the insured Pet, which presented signs or symptoms of which You have been aware or should have reasonably been aware;
- c) any claim arising within the first fourteen (14) days after the Policy effective date;
- d) any Pet attaining the age of 10 unless specially accepted by the Company;
- e) routine health check, vaccinations, preventive treatment, spaying, castration, behavioural problems, physiotherapy and training (unless caused by insured illness or Accident), pregnancy, miscarriage, abortion, costs of whelping or kittening, euthanasia (unless deemed necessary by a registered veterinary surgeon to alleviate pain and suffering), disposal charges, cremation or post mortems, dental problems, dietary products, grooming and elective treatment, cost of fringe, unlicensed and unconventional medicines, and any congenital condition;
- f) any claims where treatment or medication not administered by registered veterinary surgeons under the Veterinary Surgeons Registration Ordinance (Chapter 529 of the Laws of Hong Kong):
- g) any claims without the provision of the current microchip copy showing the owner's name is You or Your Family and living at Your Home.

## PART 4 - GENERAL EXCLUSIONS TO THE WHOLE POLICY

This Policy does not cover loss or liability whatsoever caused by:-

## 1. War and Terrorism Exclusion

Loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
- b) any act of terrorism including but not limited to
  - the use of threat, force or violence; and/or
  - harm or damage to life or property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical
    and/or biological agents; by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise,
    and/or to put the public or any section of the public in fear; or
- c) any action taken in controlling, preventing, suppressing or in any way relating to a) or b) above.

## 2. Political Risks Exclusion Clause

Loss or damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences namely:

- a) permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority;
- permanent or temporary dispossession of the Building resulting from the unlawful occupation of such Building by any person; provided that the Company is not relieved of any liability to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy;
- c) the destruction of property by order of any public authority.

## 3. Radioactive Exclusion Clause

Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

### 4. Total Asbestos Exclusion Clause

This Policy shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

#### 5. Pollution Exclusion Clause

This Policy does not cover cost and expenses arising from loss or destruction or damage or bodily injury caused by pollution or contamination except destruction or damage or injury caused by pollution or contamination resulting from a peril hereby insured against.

#### 6. Sonic Bangs Exclusion Clause

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

- 7. Any other cause due to wear and tear and/or gradual deterioration.
- 8. Consequential loss or damage of any kind unless specifically provided for otherwise in the Policy.
- 9. Detention, seizure, requisition or destruction of or damage to property by or under the order of government or local authority or confiscation or nationalisation.
- 10. Any judgment which is not in the first instance delivered by or obtained from a court of competent jurisdiction within Hong Kong.
- 11. Any loss or damage due to mysterious loss or unexplained disappearance.
- 12. Any willful, malicious or deliberate act by You or Your Family.

### 13. Sanction Exclusion Clause

The Company shall not provide cover nor 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 sanction, laws or regulations of any jurisdiction applicable to us.

- 14. Any unauthorised structures and/or unauthorised building erection, demolition, repair, installation and renovation works on or within the Building. For the purpose of this Policy, the meaning of the unauthorised structures and/or building works shall be construed in accordance with the Buildings Ordinance (Chapter 123 of the Laws of Hong Kong).
- 15. Any loss of or damage to intangible items, digital virtual assets, digital money and the like.
- 16. Any claim or loss arising out of any digital virtual assets and/or activities and/or business conducted and/or transacted via the internet, intranet, extranet and/or via own websites, internet site, web address and/or via the transmission of electronic mail or documents by electronic means.

## PART 5 - GENERAL CONDITIONS APPLICABLE TO THE WHOLE POLICY

### 1. Contracts (Rights of Third Parties) Ordinance Exclusion

Any person or entity who is not a party to this Policy shall have no right or rights under the *Contracts (Rights of Third Parties) Ordinance* (Chapter 623 of the Laws of Hong Kong) and any subsequent amendment or revision or replacement thereof to enforce any of its terms under any circumstances whatsoever.

## 2. Basis of Settlement of Claims

- a) The Company will at our option replace the property with equivalent new property available or repair the property to a condition equal to but not better than its condition when new or pay the cost of such replacement or repair whichever is the less without any deduction for wear and tear or depreciation.
- b) In the case of loss of or damage to any property or properties, which are a part of a pair or 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 pair or the set, and in no event such loss or damage be construed to mean total loss of the pair or the set.
- c) The Company does not have to repair or replace the property 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.

## 3. 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.

## 4. 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.

## Change of Risk

During the Period of Insurance, You must advise the Company of any change made to Your Home or in circumstances which would increase the possibility of loss and pay necessary additional premium if required.

## 6. Alternative Dispute Resolution

In the event of a dispute arising out of this Policy, the parties may settle the dispute through mediation in good faith in accordance with the relevant Practice Direction on civil mediation issued by the Judiciary of Hong Kong and applicable at the time of dispute. All unresolved disputes shall be determined by arbitration in accordance with the *Arbitration Ordinance* (Chapter 609 of the Laws of Hong Kong) as amended from time to time. The arbitration shall be conducted in Hong Kong by a sole arbitrator to be agreed by the parties. It is expressly stated that the obtaining of an arbitral award is a condition precedent to any right of legal action arising out of this Policy. In respective of the status or outcome of any form of alternative dispute resolution, if the Company deny or reject liability for any claim under this Policy and the Insured does not commence arbitration in the aforesaid manner within twelve (12) calendar months from the date of the Company's disclaimer, the Insured's claim shall then for all purposes be deemed to have been withdrawn or abandoned and shall not thereafter be recoverable under this Policy.

## 7. Subrogation

The Company has the right to proceed at the Company's own expense in the name of You and Your Family against third parties who may be responsible for an occurrence giving rise to a claim under this Policy.

## 8. Misrepresentation

If You, Your Family or anyone acting for You or Your Family makes a statement in the proposal or in connection with any claim under this Policy knowing the statement is false, the Company will not be liable for any claim and this Policy shall cease.

- 9. The Company has the right to the salvage of any insured property which is the subject of the claim.
- 10. You or Your Family must not cause or facilitate loss to the insured property or liability by any reckless or willful act and You must notify the Company and have the acknowledgment from the Company in writing if Your Home is to be unoccupied for thirty (30) consecutive days. If these obligations are not fulfilled, the Company may decline any claim You make.

## 11. Claims Condition

When a claim occurs or is likely to occur, You must advise the Company in writing as soon as possible, and in no case later than thirty (30) days from the date of occurrence

- a) For loss or damage claims You must:
  - (i) at Your own cost provide the Company with all certified information and evidence as the Company may request;
  - (ii) notify the police immediately (and in no case later than twenty four (24) hours) of any items missing or loss by deception, theft, malicious acts, riot or civil commotion.
- b) For liability claims You must:
  - (i) send to the Company any letter, claim, writ or summons immediately when it is received;
  - (ii) advise the Company immediately when You have knowledge of any impending prosecution inquest or fatal inquiry;
  - (iii) not make any admission, offer or promise of payment without the Company's written consent and the Company shall be entitled if the Company do so desire to take over and conduct in Your name for the defense or settlement or handling of any claim and You shall give all such information and assistance as the Company may require.

#### 12. Duplicate Insurance

If You are covered by more than one (1) insurance policy underwritten by the Company, only the policy with the greatest compensation of the section(s) to claim will apply in claims and only the benefits thereunder be payable. The other policy/ policies is/are deemed to be void from inception and the premium will be refunded accordingly.

### 13. Policy Cancellation

a) This Policy may be cancelled at any time by the Insured on notice to that effect being given in writing to the Company, in which case the Company will retain the customary short period rate for the time the Policy has been in force provided that no claim has been made during the current Period of Insurance and subject to a minimum and non-refundable premium of HK\$500.00 plus other Levy (if any) after client discount, whichever is higher.

### **Short Period Rate**

<u>Period</u>	Scale of Rate
Not exceeding 1 month	10% of annual rate
Not exceeding 2 months	20% of annual rate
Not exceeding 3 months	30% of annual rate
Not exceeding 4 months	40% of annual rate
Not exceeding 5 months	50% of annual rate

<u>Period</u>	Scale of Rate
Not exceeding 6 months	60% of annual rate
Not exceeding 7 months	70% of annual rate
Not exceeding 8 months	80% of annual rate
Not exceeding 9 months	90% of annual rate
Exceeding 9 months	Full annual premium

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

b) This Policy may be cancelled by the Company on seven (7) days' advance notice to that effect being given in writing to the Insured's last known address by ordinary post, 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.

### 14. Other Insurance Clause

If there is any other policy insured by other insurance company which also covers the same benefits as this Policy at the time of a claim, the Company will only be liable for any excess beyond the amount which would have been payable under such other policy.

# 15. Renewal of Policy

The Company has the absolute right to revise the premium rates, terms and conditions and terminate the coverage and/or Policy upon each renewal.

## 16. Jurisdiction Clause

The indemnity provided by this Policy shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Hong Kong nor to orders obtained in the said Court for the enforcement of judgments made outside Hong Kong whether by way of reciprocal agreement or otherwise.

## 17. Governing Law and Jurisdiction

This Policy shall be governed and interpreted in accordance with the Laws of Hong Kong and subject to the exclusive jurisdiction of the courts of Hong Kong.

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

# **ENDORSEMENT**

This Policy is subject to the following exclusions (except for "Pet Medical Expenses" under Section 5):

## COMMUNICABLE DISEASE EXCLUSION

- a) Notwithstanding any provision to the contrary within this Policy, this Policy excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- b) Subject to the other terms, conditions and exclusions contained in this Policy, this Policy will cover physical damage to property insured under the original policies and any Time Element Loss directly resulting therefrom where such physical damage is directly caused by or arising from any of the following perils: fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, rainstorm, hail, tornado, cyclone, typhoon, hurricane, earthquake, seaquake, seismic and/or volcanic disturbance/eruption, tsunami, flood, freeze, ice storm, weight of snow or ice, avalanche, meteor/asteroid impact, landslip, landslide, mudslide, bush fire, forest fire, riot, riot attending a strike, civil commotion, vandalism and malicious mischief.

## Definitions

- c) Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - (i) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - (ii) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - (iii) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.
- d) Time Element Loss means business interruption, contingent business interruption or any other consequential losses.

## PROPERTY CYBER AND DATA EXCLUSION

- a) Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, this Policy excludes any:
  - (i) Cyber Loss
  - (ii) loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;

- regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- b) In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- c) This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

### Definition

- d) **Cyber Loss** means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident, including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- e) **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- f) Cyber Incident means
  - (i) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
  - (ii) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- g) Computer System means
  - (i) any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
- h) **Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

Should anything in this Endorsement be contradictory to the Policy, this Endorsement shall prevail.

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



# 大新保險有限公司

香港北角英皇道 510 號港運大廈 27 樓 2703 室

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# 「樂加家」家居保障計劃

# 24小時緊急支援熱線 852 8206 2229

# 重要事項 - 當收到這份保單時,請仔細閱讀保單內容,並且提出任何必需的修訂。

本保單條款及條件、承保表 / 保險證書及任何附加批註須一併閱讀並應視為一份完整合約·載於本保單內之任何部分而附特定涵義的任何詞彙或字句·於整份文件中均具有相同之特定涵義。

投保人的聲明及投保書須一併收納於本保單內·並作為本保單之依據。由於投保人已向本公司申請及已繳付或同意繳付本保單之應付保費·以及在申請本保單時在投保書及聲明的資料為真實及正確·本公司將按照本保單內詞彙解釋、不保事項、限制、條款及條件·或附加之批註·向投保人作出理賠根據。

每保單年度最高保障額(港幣)				
<b>璋</b>	計劃A	計劃B	計劃 c	
家居財物	300,000	600,000	1,200,000	
家居財物 – 每件或每組限額	30,000	60,000	120,000	
貴重財物 – 限額	不適用	150,000 (每件或每組 15,000)	300,000 ( 每件或每組 30,000 )	
(1) 家居財物 – 伸延保障				
1.1 臨時居所 / 租金損失	15,000 (每日 500 )	30,000 (每日1,000)	60,000 (每日 2,000)	
1.2 租客蓄意破壞	15,000 ( 每件或每組 1,500 )	30,000 (每件或每組 3,000)	60,000 (每件或每組 6,000)	
1.3 室外家居財物	不適用	30,000 (每件或每組 3,000)	60,000 ( 每件或每組 6,000 )	
1.4 學校停課津貼	不適用	1,000	2,000	
1.5 家居意外				
- 身亡 / 永久傷殘	不適用	50,000	100,000	
- 身體受傷休假	不適用	3,000 (每日 300)	6,000 (每日 600)	
1.6 更換門鎖	不適用	2,000	4,000	
1.7 家居裝修期間損毀	不適用	600,000 (每件或每組 10,000)	1,200,000 ( 每件或每組 10,000 )	
1.8 搬遷期間損毀		600,000	1,200,000	
- 家居財物	不適用	(每件或每組 6,000)	(每件或每組 12,000)	
- 家居財物以外	不適用	(每件或每組 15,000)	(每件或每組 30,000)	
1.9 臨時遷離	不適用	30,000 (每件或每組 10,000)	60,000 ( 每件或每組 10,000 )	
1.10 暫存	不適用	60,000	120,000	
1.11 清理碎礫	不適用	6,000	12,000	
1.12 冷藏食物及飲品	不適用	3,000	6,000	
1.13 家居支援服務	不適用	適用	適用	
1.14 置換為能源節約家庭電器	不適用	5,000	10,000	
1.15 金錢被竊	不適用	1,500	3,000	
1.16 盗用信用卡	不適用	3,000	6,000	
1.17 個人證件	不適用	1,000	2,000	
法律責任	3,000,000	6,000,000	12,000,000	
(2) 法律責任 – 伸延保障				
2.1 租客責任	適用	適用	適用	
2.2 業主公眾地方責任	適用	適用	適用	
2.3 個人責任	不適用		適用	
	不適用		適用	
	不適用		適用	

保障		每保單年度最高保障額(港幣)				
		計劃A	計劃B	計劃 c		
(3)	全球性個人財物	不適用	15,000	30,000		
	每件或每組限額	不適用	3,000	6,000		
	(3) 全球性個人財物 – 伸延保障					
	3.1 金錢被竊	不適用	1,500	3,000		
	3.2 盗用信用卡	不適用	3,000	6,000		
	3.3 個人證件	不適用	1,000	2,000		
自選	自選保障					
(4)	樓宇	重建費用 (最高金額為 20,000,000)	重建費用 (最高金額為 20,000,000)	重建費用 (最高金額為 20,000,000)		
	4.1 專業顧問費用	實際費用	實際費用	實際費用		
	4.2 清理碎礫	實際費用	實際費用	實際費用		
	4.3 租客蓄意破壞	250,000	250,000	250,000		
(5)	寵物醫療費用	不適用	3,500	3,500		
	- 門診醫療	不適用	300 每日 / 次	300 每日 / 次		
	- x 光及化驗	不適用	2,000 (每日 / 次 1,000 )	2,000 ( 每日 / 次 1,000 )		

## 第二部分 - 詞彙解釋

本保單內之特定涵義的任何詞彙或字句·其意旨已於以下闡明·並於整份文件中均具有相同之特定涵義並以粗體字呈現。

- **1.** 「**意外**」指無法控制之突發、不可預見及非故意發生的事件,獨立於任何其他原因。
- 2. 「**支援服務商**」指由本公司指定之家居支援服務公司。
- 3. 「**樓宇**」指 閣下居所的建築結構,並包括:
  - a) 前業主或發展商所放置或遺留,並構成樓宇結構一部份的固定裝置及設備及/或室內裝修;
  - b) 圍繞居所並用以防止外來者通過的圍牆、圍欄及閘門;及
  - c) 其他特別列明於承保表 / 保險證書物件或組件。
- **4.** 「本公司」指大新保險有限公司。
- 5. 「電子通訊物品」指手提電話、傳呼機及任何可以撥打或接收來電的聽筒或儀器(包括其電池及充電器)。
- 6. 「<mark>居所</mark>」指於承保表 / 保險證書上列明的建築物或屋宇、寓所或單位(由磚塊、石材、混凝土或鋼筋混凝土建成·並以混凝土或鋼筋混凝土 封頂)的地址·並只作住宅用途。
- **7.** 「家居財物」指 閣下或 閣下的家庭成員所擁有的:
  - a) 傢俬;
  - b) 由 閣下及 閣下的家庭成員提供的固定裝置及設備及/或室內裝修;
  - c) 家庭電器、家庭用品;
  - d) 個人財物;
  - e) 平板/固定玻璃;
  - f) 電腦(包括桌上型電腦、手提電腦及平板電腦);及
  - g) 運動用品

# 但不包括:

- i. 前業主或發展商所放置或遺留·並構成樓宇結構一部份的固定裝置及設備及/或室內裝修;
- ii. 汽車(割草機及人手操作的家用園藝工具除外)、電單車、卡車、拖車、及其他機械及/或電力驅動車輛·以及其零件或配件;
- iii. 由 閣下或 閣下的家庭成員擁有·或由 閣下或 閣下的家庭成員保管、照顧或控制的生物、寵物及動物;
- iv. 農作物及植物;
- v. 船舶(人手驅動除外)、氣墊船、船及尾掛發動機,以及其零件或配件;
- vi. 飛機(包括任何類型的飛機·例如:無人機系統)、任何航空或架空裝置·以及其零件或配件·包括衛星天線;
- vii. 收音機天線、天線裝置、天線杆及天線塔、太陽能板,以及其零件或配件;
- viii. 電子通訊物品;
- ix. 隱型眼鏡、假牙及義肢;
- x. 特別持有物品;及
- xi. 股票、金錢、證書及文件或郵票收藏。
- 8. 「**香港**」指中華人民共和國香港特別行政區。
- 9. 「投保人」/「閣下」/「閣下的」指承保表/保險證書內所列的人士。
- 10. 「金錢」指屬於 閣下或 閣下的家庭成員的實物銀行或流通鈔票、硬幣、支票、溢價債券、旅行支票、旅行票、郵政或銀行匯票、郵票、代用券、 儲值卡或其他車券,但不包括特別持有物品。金錢的價值僅指票面價值,並非指紀念,古董或稀有價值。

- 11. 「保險期」指列明於承保表/保險證書內本保單的生效期限。
- **12.** 「個人財物」指 閣下或閣下的家庭成員所擁有,供個人穿著、攜帶或使用的個人物品,但不包括:
  - i. 金錢;
  - ii. 貴重物品;
  - iii. 電子通訊物品:
  - iv. 特別持有物品。
- 13. 「個人證件」指屬於 閣下或 閣下的家庭成員的香港身份証、香港駕駛執照、中國入境許可證及護照。
- 14. 「寵物」/「閣下的寵物」指於承保表/保險證書上列明並且已植入晶片及由 閣下或 閣下的家庭成員領有執照的受保貓隻或狗隻。
- **15.** 「本保單」指本保單條款及條件、承保表 / 保險證書 及任何附加批註須一併閱覽並應視為一份完整合約。
- 16. 「承保表」/「保險證書」指附加於本保單中的承保表。
- 17. 「特別持有物品」:指
  - a) 物品包括適用或用作任何職業, 商業或僱用用途,
  - b) 物品已由另一份保險承保。
- **18.** 「貴重財物」指珠寶、黃金、白銀或其他貴重金屬、水晶及寶石、手錶、攝影器材、望遠鏡、藝術品、陶瓷、古玩、毛皮製品及樂器(鋼琴除外)。
- 19. 「**閣下的家庭成員**」指與投保人永久一同居住的配偶・子女・父母及親屬及投保人或投保人的家庭成員在居所僱用的家傭。

### 第三部分 -保障說明

## 第一節 - 家居財物

本公司保障 閣下及 閣下的家庭成員置於居所內的家居財物及貴重財物,在保險期期間因意外引致的損失或損毁,惟索償上限以保障概括表內的最高保障額為限。個別限額適用於本節,並載於保障概括表。

本公司不會就計劃 A 的貴重財物因意外引致的損失或損毀作出賠償。

### 適用於第一節的伸延保障

## 1.1) 臨時居所 / 租金損失

若 閣下及 閣下的家庭成員居住中的居所因意外引致實物損失或損毀·而經本公司判斷為不適合居住·或被強制隔離·本公司會支付 閣下 因遷往臨時居所而實際引致的必需和合理費用直至 閣下的居所適合居住為止。

若意外發生時・閣下的居所是由 閣下的繳付租金租客居住・本公司將會支付 閣下以業主身份於居所修復期間之租金損失。

同一意外中·閣下及 閣下的家庭成員只可就臨時居所或租金損失其中一項提出索償。惟於保險期內作出的賠償不得超過保障概括表內的最高 賠償額。

# 1.2) 租客蓄意破壞

若 閣下以住宅業主身份出租 閣下的居所·本公司會根據保障概括表內的最高賠償額·賠償因 閣下的租客的蓄意破壞引致家居財物實物損 毀·惟該租客須於法庭被起訴。

若該蓄意破壞之家居財物損失置於住宅樓房、家庭單位、村屋、獨立屋或任何種類的多層住宅之室內或室外的公共空間,本公司不會作出賠償。

## 1.3) 室外家居財物

本公司將根據保障概括表內的最高賠償額·賠償與 閣下的居所相連的室外露天位置(包括露台、天台、平台、天井、前院、走廊及門廊)的家居財物的損失或損毀·但此保障並不包括爆竊之損失或損毀。

# 1.4) 學校停課津貼

儘管批計列明的傳染病不保事項載有任何相反規定,本保單就 1.4 學校停課津貼,特此延伸保障傳染病。

若 閣下的家庭成員因其就讀學校爆發傳染病而連續七(7)日或以上的上課日被禁止返校·本公司將根據保障概括表內的最高賠償額賠償任何未使用及不能退回的服務費用·包括學校巴士、膳食及由就讀學校於校內舉辦之課外活動。

就此所指的就讀學校包括幼兒園、幼稚園、小學、特殊學校(至小學程度)及國際學校(至小學程度、六年級(美國學制)或七年級(英國學制))。

## 1.5) 家居意外

本公司將賠償若 閣下或 閣下的家庭成員在居所內因爆竊或行劫而導致身體損傷,並得到醫生授予不少於連續四(4)日病假證明,或獲得其死亡或終身殘廢的醫療證明。

惟每一位及累計賠償於保險期內不得超過保障概括表內的最高賠償額。

## 1.6) 更換門鎖

本公司將支付因爆竊或企圖爆竊引致窗戶鎖及大門門鎖及 / 或居所門匙的實物損失或損毁而招致的合理更換和安裝費用,惟於保險期內作出的 賠償不得超過保障概括表內的最高賠償額。

# 1.7) 家居裝修期間損毀

本公司將保障在 閣下的居所於裝修或翻新工程期間,因意外引致 閣下或 閣下的家庭成員的家居財物、望遠鏡、藝術品、陶瓷、古玩、毛皮製品及樂器實物損失或損毀,但有關裝修或翻新工程期不得超過兩(2)個月及工程費用必須少於港幣十萬(100,000)元,但並不包括任何由下列原因直接或間接引致的損失及損毀:

- i. 水管爆裂及/或排水系統堵塞;
- ii. 拙劣的裝修工程。

惟於保險期內作出的賠償不得超過保障概括表內的最高賠償額。

## 1.8) 搬遷期間損毀

本公司將保障經專業搬運公司由 閣下的居所遷移家居財物、望遠鏡、藝術品、陶瓷、古玩、毛皮製品及樂器往 閣下在香港境內的新居所時,因意外引致家居財物的損失或損毀,惟並不包括任何易腐爛或易破碎類別物品,除非該易破碎物品由專業搬運公司已妥當包裝。

# 1.9) 臨時遷離

任何將家居財物因需進行清潔、修理或維護而被臨時從居所遷離至香港境內其他地方·將根據保障概括表內的最高賠償額保障由火災、閃電、爆炸、暴風、洪水、蓄意破壞、爆竊或搶劫·及水箱、輸水裝置及水管爆裂或滿溢引致的損失或損毀。

## 1.10) 暫存

當居所因受保事故被本公司判斷為不適合居住,本公司將以保障概括表內的最高賠償額為每段保險期限額支付家居財物、望遠鏡、藝術品、陶瓷、古玩、毛皮製品及樂器(鋼琴除外)的實際暫存費用,最多三十(30)日。

# 1.11) 清理碎礫

本公司將賠償因受保事故而毁壞或損毀之家居財物的碎礫,及移除任何未受損毀之家居財物的實際費用。

惟索償上限於保險期內不得超過保障概括表內的最高賠償額。

### 1.12) 冷藏食物及飲品

本公司將支付因以下原因引致 閣下的居所的冰箱內的冷凍食品腐壞所引致的重置費用:

- a) 儘管第一節不保事項 j) (viii) 載有任何相反規定,使用期少於五 (5) 年的冰箱意外故障;
- b) 意外電力供應故障,但並不包括電力供應商或其僱員的故意行為所引致。

惟索償上限於保險期內不得超過保障概括表內的最高賠償額。

### 1.13) 家居支援服務 - 24 小時熱線 8206 2229

當 閣下聯絡支援服務商時,支援服務商會提供下列於香港的轉介服務:

- 電力服務
  - 常總開闢或牆開闢出現故障時・支援服務商會安排合資格及許冊電工維修、閣下的居所的總開闢或牆開闢。
- 渠道服務

當 閣下的居所的水管堵塞或喉管爆裂(不包括水龍頭),支援服務商會安排合資格及註冊水管工人維修供水及排水系統。

- ガニス派 当 田丁田\*
  - 當 閣下因為沒有鎖匙或意外地被反鎖於 閣下的居所外而無法進入居所,支援服務商會安排鎖匠協助進入 閣下的居所。
- 冷氣機技工服務

當 閣下的居所的冷氣機機件意外故障·支援服務商會安排合資格及註冊技工修理冷氣機但不包括冷氣機的維修保養·例如:噪音、冷凍或漏水問題。

■ 家居清潔轉介

當 閣下需要為 閣下的居所地氈清潔、沙發清潔、窗門清潔、牆磚清潔或地磚清潔,支援服務商會提供合資格服務商資料及其收費。

緊急家庭護理轉介

當收到 閣下緊急要求,支援服務商會協調及安排註冊護士提供看護服務予任何 閣下指定的人士。

■ 滅蟲轉介

當收到 閣下要求,支援服務商會安排一間專業滅蟲公司處理 閣下的居所蟲害問題。

■ 家居電器轉介

當收到 閣下要求修理 閣下的居所的洗衣機、乾衣機、雪櫃、微波爐、電視機、錄影機、雷射機或音響器材服務,支援服務商會盡可能提供合資格服務商資料及其收費。

支援服務商僅提供轉介或安排服務·所有因使用服務而產生之費用須由 閣下及 閣下的家庭成員負責·本公司亦不會就支援服務商提供的服務商所引起的任何損毀或間接損毀負責或繳付任何開支或費用。

# 1.14) 置換為能源節約家庭電器

在不損害第五部份 - 適用於整份保單的一般條件下「辦理索償的基準」的權益下·當 閣下或 閣下的家庭成員所擁有的家庭電器實物損失或損毀·閣下或 閣下的家庭成員選擇將其置換為附有能源標籤的家庭電器時·本公司將以保障概括表內的最高賠償額為限·允許 閣下或 閣下的家庭成員根據該家庭電器·額外索償百分之二十(20%)改善費用。

置換後家庭電器須載有透過《能源效益(產品標籤)條例》(香港法例第 598 章)訂明下·「強制性能源效益標籤計劃」承認的能源標籤。惟本伸延保障不適用於在損失或損毀時·經已附有能源標籤的家庭電器。

## 1.15) 金錢被竊

本公司將賠償 閣下及 閣下的家庭成員的金錢於居所內被偷竊或搶劫造成的損失 · 上限為保障概括表內列明的最高賠償額 · 惟有關損失必須在發現後二十四(24)小時內向當地警方報案 ·

# 1.16) 盗用信用卡

本公司將賠償 閣下及 閣下的家庭成員的信用卡於居所內被偷竊或搶劫而被未獲授權地使用所構成的意外損失,上限為保障概括表內列明的最高賠償額,惟有關損失必須在發現後二十四(24)小時內向當地警方報案。

## 1.17) 個人證件

本公司將以保障概括表內列明的最高賠償額為限·保障 閣下及 閣下的家庭成員的個人證件·於居所內因意外損失或損毀導致的補領費用。

## 第一節的最高賠償額;

本節的所有保障,包括本節的伸延保障,最高總賠償額計算額不超過保障概括表內第一節列明的百分之一百(100)。

## 第一節的不保事項:

本保單內第一節的不保事項:

- a) 每宗水損引致的索償於承保表列明的首金額或百分比;
- b) 每宗因山泥傾瀉或地陷而引致索償的首港幣一萬元或最終賠償金額的百分之十(10)·以較高者為準,但仍受限於不保事項 j)(xii) 而不會作出任何 賠償;
- c) a) 及 b) 以外的索償:
  - (i) 家居財物及貴重財物索償的首港幣二百五十(250)元(置於室外露天位置·及手提電腦(包括平板電腦)除外);
  - (ii) 手提電腦(包括平板電腦)索償的首港幣五百(500)元;及
  - (iii) 家居財物放於室外露天位置索償的首港幣二千 (2,000)元;
- d) 使用中的運動用品及樂器;
- e) 物件在搬遷或運送期間(除非伸延保障 1.8 搬遷期間損毀及伸延保障 1.9 臨時遷離另有註明);
- f) 記錄、音響、影片、錄音帶、卡式帶、錄影盒、數碼或電腦磁碟或磁盤的損失或損毀·但不包括未使用的價值·除非購買時已載有預錄內容·否則本公司會按製造商的最新價格作出賠償;
- g) 置於天台或室外露天位置的家居財物 (除非伸延保障 1.3 室外家居財物另有註明);

- h) 任何屬於樓宇詞彙解釋內的項目或任何可於在樓宇項目獲得的索償;
- i) 電器設備、家庭電器、儀器或安裝因過份使用、超壓、短路或過熱自燃而引致的損失或損毀;
- i) 因下列導致、引起或與之有關的損失或損毀:-
  - (i) 磨損及撕裂,或折舊;
  - (ii) 霉菌、腐爛、腐蝕、生鏽或自然損耗;
  - (iii) 昆蟲或蟲害;
  - (iv) 真菌,或溫度或濕度轉變;
  - (v) 清潔、修理或復原;
  - (vi) 刮損或凹陷;
  - (vii) 由 閣下擁有或由 閣下保管、照顧或控制的家畜;
  - (viii) 電力或機件故障及 / 或電子設備、家庭電器、儀器或安裝的機件故障;
  - (ix) 原有的故障、潛在的缺陷或有瑕疵的手工、材料或設計:
  - (x) 折舊價值;
  - (xi) 閣下、閣下的家庭成員或 閣下的僱員、代理、受邀者或許可人士的蓄意行為;
  - (xii) 人為地對電器用品及電線接駁電流;
  - (xiii) 由以下原因引致的山崩、地陷或侵蝕:
    - 1. 海岸侵蝕;
    - 2. 平錯;
    - 3. 相關工程完成後五(5)年內,架構物下陷或填土地下沉;
  - (xiv) 地殼移動或地下水壓引致地面下沉或爆裂;
  - (xv) 閣下、 閣下的家庭成員或 閣下的僱員、代理、受邀者或許可人士的不忠誠或不誠實行為:
  - (xvi) 收縮、蒸發、重量損失、污染、味道改變、顏色紋理改變及光潔度改變、光學作用;
  - (xvii) 盜竊
    - 1. 若居所超過三十(30)日無人居住;
    - 2. 若居所或部分出租或分租;
    - 3. 由欺詐所造成,以欺詐方法進入居所除外;

### (xviii) 惡意破壞或故意破壞

- 1. 若居所超過三十(30)日無人居住;
- 2. 由一個合法於居所內的人引致(除非伸延保障 1.2 租客蓄意破壞另有註明);
- (xix) 當居所超過三十(30)日無人居住時,任何從洗衣機、洗碗碟機,或固定自來水或熱力裝置流出的水或油;
- ) 任何未送達至 閣下或 閣下的家庭成員及其未確認收取的受保物品·在運送期間損失或損毀;
- I) 任何在全球性個人財物部份已索償,並由同一原因引致的損失。

#### 第一節 - 法律責任

本公司將保障 閣下及/或 閣下的家庭成員作為居所住客或業主身份因下列情況需負上的法律責任,包括法律費用及開支:

- 第三者的意外身故或身體損傷包括疾病;
- 屬於第三者的財物遭受意外損失或損毀,

第三者不包括 閣下及 閣下的家庭成員。

## 適用於第二節的伸延保障

## 2.1) 租客責任

本公司將保障 閣下及/或 閣下的家庭成員根據租約的法律責任,因意外引致或與之有關的下列損毁:

- a) 不屬於 閣下及/或 閣下的家庭成員但由 閣下及/或 閣下的家庭成員的居住中的居所的樓宇結構或其部分;或
- b) 不屬於 閣下及/或 閣下的家庭成員但由 閣下及/或 閣下的家庭成員負責或控制而存放於 閣下的居所的家居財物·但任何情況下 也不包括 閣下及/或 閣下的家庭成員為受託人之法律責任。

## 2.2) 業主公眾地方責任

本公司將保障 閣下及 / 或 閣下的家庭成員就其建築物的「公用部分」為「業主」身份須對第三者應負的法律責任。純粹就本伸延保障而言·「業主」、「公用部分」及建築物的釋義與《建築物管理條例》(香港法例第 344 章)所訂相同。

若有任何其他保單承擔此伸延保障,此伸延保障只會於以下情況適用:

- a) 有關的責任必須是無法根據任何其他保單索償;或
- b) 於超出其他保單已付或應付金額的溢額賠償。

遵從以上 a) 規定·本伸延保障只適用於並且只限於 閣下及/或 閣下的家庭成員作為受保建築物根據上述條例第 39 條所定不可分割分數共同業主而按比例攤分的個別責任(為免存疑·現聲明概不適用於共同責任)。

# 2.3) 個人責任

本公司將保障 閣下及/或 閣下的家庭成員純粹以個人身份·非作為 閣下的居所的業主、住客或租客身份·在香港因對第三者意外受傷及/或財物遭受意外損失或損毀而須負上的法律責任·或當 閣下離開香港起計·於保險期內的首六十(60)日。

# 2.4) 家居改動

本公司將保障 閣下及/或 閣下的家庭成員的居所在改動、加建及/或維修期間引致的第三者法律責任·惟所有工程期不得超過兩(2)個月及工程費用必須少於港幣十萬(100,000)元。

## 2.5) 太陽能板責任

本公司將保障 閣下及/或 閣下的家庭成員就其擁有或由其控制·及毗連居所的太陽能板引起的第三者法律責任·惟 閣下及/或 閣下的家庭成員必須就該太陽能板進行定期維護及合適的預防措施。但本公司就有關維修、定期維護或改動提出的索償·不會作出賠償。

# 第二節的最高賠償額:

本節的所有保障及包括本節的伸延保障及有關的法律費用及開支‧最高總賠償額不超過保障概括表內第二節列明的百分之一百(100)。

若 閣下及/或 閣下的家庭成員在同一宗事故受保多於一項保障/伸延保障·或多於一份由本公司簽發的保單·本節就每一宗事故所作出的賠償將以保障/伸延保障/保單中最高的責任限額計算。

## 第二節不保事項:

第二節於本保單內的不保障事項:

a) 每宗第三者財物損毀索償的首港幣二百五十(250)元;

- b) 每宗水損索償於承保表列明的首金額或百分比;
- c) 任何下列責任:
  - (i) 閣下或 閣下的家庭成員或任何 閣下的僱員的身體損傷;
  - (ii) 閣下或 閣下的家庭成員或任何 閣下的的僱員所擁有或保管或控制下的財物的損失或損毀;
  - (iii) 擁有、佔用或使用承保表/保險證書上 閣下的居所以外的任何土地或建築物;
  - (iv) 透過彌償或其他方式作出的任何付款協議·惟該責任在無該協議的情況之下已附帶除外;
  - (v) 從事任何貿易、專業或僱傭活動;
  - (vi) 擁有、管有、駕駛或使用任何以機械驅動及 / 或電力驅動的車輛·包括其私人或公共充電器、任何種類的飛機或船隻(例如:無人機系統);
  - (vii) 擁有、使用或管有任何動物,但家居飼養狗隻及貓隻除外;
  - (viii) 直接或間接因污染及玷污引致的身體損傷或財物的損毀或喪失其功用;
  - (ix) 清除、消除或清洗因污染及玷污遺下之污物費用:
  - (x) 罰款、刑罰、懲罰性或懲戒性的損害賠償:
  - (xi) 於本公司收到 閣下書面索償通知當日·直接或間接根據《檢疫及防疫條例》(香港法例第 141 章)附表一所列之傳染病引致任何人士的死亡或身體損傷包括疾病。

## 第三節 - 全球性個人財物

本公司將保障 閣下及 閣下的家庭成員當身處居所以外的世界各地時·閣下及 閣下的家庭成員的個人財物、貴重財物(僅限於特別設計以供個人穿著、攜帶或使用的個人物品)、手提電腦及/或平板電腦、運動用品及樂器(鋼琴除外)遭意外引致的損失或損毀·最高達到保障概括表內列明的最高賠償額。

## 適用於第三節的伸延保障

#### 3.1) 金錢被竊

本公司將賠償 閣下及 閣下的家庭成員,當身處居所以外的世界各地時,因金錢被偷竊或搶劫的損失,上限為保障概括表內列明的最高賠償額。惟有關損失必須在發現後二十四(24)小時內向當地警方報案。

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本公司將賠償 閣下及 閣下的家庭成員,當身處居所以外的世界各地時,因偷竊或搶劫,導致實體信用卡被未獲授權地使用所構成的意外損失,上限為保障概括表內列明的最高賠償額,惟必須在發現後二十四(24)小時內向當地警方報案。

#### 3.3) 個人證件

本公司將根據保障概括表內列明的最高賠償額保障 閣下及 閣下的家庭成員,當身處居所以外的世界各地時,因意外遺失或損毀個人證件的 有關補領費用。

#### 第三節的最高賠償額

本節的所有保障及包括本節的伸延保障,最高總賠償額不會超過保障概括表內第三節註明的百分之一百(100)。

### 第三節不承保事項·

第三節於本保單內的不保障事項:

- a) 手提電腦(包括平板電腦)的首港幣五百(500)元;及其他受保物品損失的首港幣二百五十(250)元;
- b) 隱形眼鏡、假牙及義肢;
- c) 使用中的運動用品及樂器;
- d) 電子通訊物品;
- e) 特別持有物品;
- f) 偷竊;
  - (i) 由欺詐所引致,但不包括以欺詐方式進入 閣下的居所;
  - (ii) 由無人看守的車輛;
  - (iii) 於居所外並在損失時未有牢固地上鎖的腳踏單車;
- g) 閣下及 閣下的家庭成員的蓄意行為;
- h) 因下列引致的損失及損毁:
  - (i) 磨損及撕裂,或折舊;
  - (ii) 霉菌、腐爛、腐蝕、生鏽或自然損耗;
  - (iii) 昆蟲或蟲害:
  - (iv) 真菌,或溫度或濕度轉變;
  - (v) 清潔、修理或復原;
  - (vi) 刮損或凹陷:
  - (vii) 由 閣下擁有或由 閣下保管、照顧或控制的家畜;
  - (viii) 電器及電腦器材的損壞及 / 或機械故障;
  - (ix) 原有的故障、潛在的缺陷、或有瑕疵的手工、材料或設計或變形;
  - (x) 折舊價值;
  - (xi) 神秘失蹤或無法解釋的損失;
  - (xii) 人為地對電器用品及電線接駁電流;
- i) 任何未送達至 閣下或 閣下的家庭成員及其未確認收取的受保物品·在運送期間損失或損毀;
- j) 任何在家居財物部份已索償·並由同一原因引致的損失。

## 第四節 - 樓宇

(此項目為自選保障項目,只適用於在承保表已列明的保單)

本公司將賠償 閣下及 閣下的家庭成員的樓宇遭受不可預見及突發的意外損失或損毀的重建費用·除特別註明外·索償上限為保障概括表內列明的最高賠償額。

## 適用於第四節的伸延保障

## 4.1) 專業顧問費用

本公司將保障聘請建築師、測量師及顧問工程師修復還原 閣下樓宇所招致的相關顧問費用,如因受保事件而導致損毀或損壞。

### 4.2) 清理碎礫

本公司將保障因任何受保事件導致樓宇損毀或損壞的碎礫清理、必需拆卸、支撐或支承樓宇所招致的實際費用,惟該費用不能在任何其他保單得到賠償。

若碎礫清理並非位於這財物捐毀或捐壞位置,或毗連範圍內,本公司將不會支付任何費用或開支。

#### 4.3) 租客蓄意破壞

若 閣下的居所被 閣下以住宅業主身份租出·本公司將根據保障概括表內最高賠償額·賠償 閣下的樓宇被租客蓄意破壞而導致的損毁·惟該租客須於法庭被起訴。

# 適用於第四節的條款及保證:

若承押人及 / 或承讓人列明於承保表·下列 A7, A8, A12, A13, A19, A33, B24 及 B25 條款·及 山泥傾瀉及地陷 適用於第四節。

## A7 - 地基除外條款

本保單所指樓宇不包括最底樓層底下的建築物任何部分。

### A8-雷力裝置

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。

## A12-承押人/非居住業主條款

本保單將不會因財產的任何居住情況有所更改或風險在受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

謹此協議當所保財產出現損失或損毀時,本公司將按承保表中所註明的承押人或所述承讓人的利益範圍作出賠償,並協議本保單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險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險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-重置價值條款

謹此同本保單內所受保財產(保單內列明項)一旦遭逢損毀·其計算賠償金額(每項所涉有關項目)將以重置該損毀財產為基礎·惟須根據下述特定條文及若非已在此有所更改之部分本保險單上其他條款與規條。

根據此備忘錄而言,「重置」指:

進行下述工作,包括:

- 1. 當財產遭遇損毀而該財產為樓宇時·重建該樓宇;若涉及其他財產摧毀·以其類同財產取代之·而兩者皆限於與其相同但不可優於或超過該財產 全新狀態時之價值。
- 2. 當財產遭遇破損,維修受損財產或復原其受損部分達致與之大致相同但不可優於或超過該財產全新狀態時之價值。

## A33 - 法律規定保證

保戶須切實遵守及執行由 (i) 消防事務處及 / 或 (ii) 其他有關條例 所定之一切章則規定及規條,包括根據同樣機構所發生之任何告示或規定,倘破壞及 / 或忽略之或其中部份,可引致或增加現保之危險,惟經本公司在保單背書批明取消之某項法例,章則,規定,規條或告示,則無須由受到本保證條款之約束。

## 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。

# 第四節的最高賠償額:

本節的所有保障包括其伸延保障,最高總賠償額不超過保障概括表內第四節列明的百分之一百(100)。

## 第四節的不承保事項:

第四節於本保單內的不保障事項:

- a) 每宗水損引致的索償於承保表列明的首金額或百分比;
- b) 每宗因山泥傾瀉或地陷而引致索償的首港幣一萬(10,000)元或最終賠償金額的百分之十(10)·以較高者為準;但仍受制於下列不保事項 g) 及 h)而不會作出任何賠償;
- c) 不保以下引致的損失及損毁:-
  - (i) 磨損及撕裂,或折舊;
  - (ii) 霉菌、腐爛、腐蝕、生鏽或自然損耗;
  - (iii) 昆蟲或蟲害;
  - (iv) 由 閣下擁有、監護或控制的家畜;
  - (v) 原有的故障、潛在的缺陷、或有瑕疵的手工、材料或設計;
  - (vi) 人為地對電器用品及電線引發電流;
  - (vii) 電力或機件故障及 / 或電子設備、家庭電器、儀器或安裝的機件故障;
  - (viii) 涉及結構性拆卸的改動或維修;
  - (ix) 神秘失蹤或無法解釋的損失;
  - (x) 閣下或 閣下的家庭成員的蓄意行為;
  - (xi) 地殼移動或地下水壓引致地面下沉或爆裂;
- d) 任何屬於家居財物的詞彙解釋內的物品或任何已在家居財物項目中獲得賠償;
- e) 不是永久固定裝置於居所內部的固定裝置及配件·或根據租約 閣下作為租客並沒有法律責任;
- f) 樓宇的地基及排水渠;
- ) 任何由以下引致的山泥傾瀉、地陷或侵蝕:
  - (i) 海岸侵蝕;
  - (ii) 平錯;
  - (iii) 相關工程完成後五(5)年內·架構物下陷或填土地下沉;

h) 由地陷及 / 或山泥傾瀉引致小路、車道、籬笆、閘、圍欄及護土牆的損失或損毀。

### 第五節 - 寵物醫療費用

(此項目為自選保障項目:只適用於在承保表/保險證書已列明的保單)

本公司將保障 閣下的寵物在香港因受傷或疾病而須支付的門診醫療、X光及化驗的合理費用·惟上限為最高達到保障概括表內列明的最高賠償額。

### 第五節的不承保事項:

第五節於本保單內的不保障事項:

- a) 每次門診醫療費用的首港幣一百(100)元;及每次 X 光及化驗費用的首港幣五百(500)元;
- b) 受保寵物在保單生效日期前已存在的任何疾病、病症或身體狀況·而該等徵狀 閣下已知悉或應合理地已知悉到的徵兆或症狀;
- c) 任何索償發生於保單生效日期的首十四(14)日內;
- d) 除非得到本公司同意,任何年滿十(10)歲的寵物;
- e) 定期健康檢查、防疫注射、預防護理、割除卵巢、絕育手術、行為問題、物理治療及訓練(除非由受保疾病或意外引致)、懷孕、流產、墮胎、 生產小狗或小貓費用、安樂死(除非由註冊獸醫判定為減輕痛楚及痛苦)、處置費用、火化或屍體解剖、牙齒問題、膳食產品、節食產品、美容 及非必要的護理,毛髮修護費用、非註冊及非常規藥品及任何先天性疾病;
- f) 根據香港法例第 529 章《獸醫註冊條例》·由非認可註冊獸醫作出的治療或處方藥物之任何索償;
- g) 任何索償若未能提供最近期附有 閣下或 閣下的家庭成員的姓名及居住於 閣下的居所的晶片紀錄證明。

## 第四部分-適用於整份保單的一般不保事項

本保單不保障由下列引致的損失或責任:-

## 1. 戰爭及恐怖活動除外條款

由下列項目直接或間接、引起、導致或相關的任何死亡、傷殘、損失、損害、毀壞,或任何法律責任,費用或開支,包括任何性質的相關後果損失,或不論有否其他原因或事故同時或在任何其他時間促成的損失:

- a) 戰爭、入侵、外敵行動、戰鬥或類似戰爭的行動(無論宣戰與否)、內戰、叛亂、革命、起義、造反或由內亂引發的局部或全面起義,軍事 政變或篡奪權力:或
- b) 任何恐怖活動,包括但不限於下列項目:
  - 使用或威脅使用武力、暴力;及/或
  - 使生命或財產受到傷害或損失(或威脅這種傷害或損失)・包括但不限於核輻射及/或化學污染及/或生物化學製劑;經由任何人或團體・為了政治、宗教、意識形態或類似意圖的・以明示或以其他方式・及/或令公眾或任何部分公眾恐慌;或
- c) 採取任何行動或方式以控制、妨礙、制止或任何有關以上的第a)或b)項列舉的活動。

# 2. 政治風險除外條款

由下列項目直接或間接、作為近因或遠因引起的損失或毀壞:

- a) 永久或暫時沒收(經由任何合法的法定權力所充公、國有化、強行徵募或徵用);
- b) 永久或暫時剝奪任何被非法佔用的建築物;但本公司對投保人在本保單承保的受保財產在沒收之前或暫時沒收的期間之毀壞‧將不會免除任何責任;
- c) 任何公共機構命令的財產破壞。

## 3. 輻射污染除外條款

由下列項目直接或間接引起、導致或相關的任何損失、毀壞費用或開支、不論有否其他原因或事故同時或在任何其他時間促成的損失:

- a) 電離輻射或放射性污染(來自核燃料或來自核燃料所產生的核廢料);
- b) 放射性、毒性、爆炸性或其他類型危險品或污染物 (來自任何核設施·核反應爐或其他核配件或核部件組裝);
- c) 任何使用原子能或核裂變和/或核聚變或其他類似的反應或放射動力或事物的戰爭武器。

## 4. 石棉全面除外條款

本保單不保障因各類型或數量的石棉直接或間接引起、導致或加劇損失的任何實際或聲稱責任而引致的索償。

## 5. 污染除外條款

本保單不保障任何因污染或污染物引致損失、毀壞、損毀或身體損傷的費用及支出,惟該毀壞或損毀是由污染或污染物由受保風險引發除外。

## 6. 聲震除外條款

任何直接由以聲波或超聲波速度行駛的飛機或其他飛行裝置產生的壓力波的損失或損毀。

- 7. 因任何耗損及狀況逐漸形成及 / 或轉差而造成之損毁。
- 8. 任何種類的後果損失或損毀(除非本保單明確列明)。
- 9. 因政府或地方政府充公或國有化、被徵用、命令毀滅或損毀的財產。
- 10. 任何並非經由香港特別行政區具司法管轄權的法院初審時裁定的判決。
- 11. 任何神秘失蹤或無法解釋的損失或損毀。
- 12. 任何 閣下或 閣下的家庭成員的蓄意、惡意或有計劃的行為。

## 13. 制裁除外條款

本公司對於任何承保、支付索償或提供利益致使本公司會面臨由聯合國的決議,貿易或經濟制裁或適用於本公司的任何司法管轄範圍內的法律法規下的任何制裁、禁止或限制,則不會在此提供承保或有責任去支付任何索償或提供任何利益。

- **14.** 樓宇內或上之現有或新建任何未經許可的結構及 / 或未經許可建造、搭建、拆卸、修理、安裝及翻新工程。就本保單而言,未經許可結構及未經 許可建築乃依據《建築物條例》(香港法例第 **123** 章)詮釋。
- 15. 任何無形物品、數碼虛擬資產、數位貨幣及任何類近的物品。
- **16.** 任何經網絡、內聯網、外聯網及/或自己的網站、網點、網絡地址及/或以電子方法傳送電子郵件或文件的數碼虛擬資產及/或活動及/或業務經營及/或辦理所引致的索償或損失;

# 第五部分-適用於整份保單的一般條件

## 1. 《合約(第三者權利)條例》除外條款

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)及其後生效的修訂或更改或取代的任何情況 下強制執行本保單的任何條款。

## 2. 辦理索償的基準

a) 本公司有權選擇置換同類型物品或把財物維修至損毀前原狀,但不會超越新買入時的狀況或賠償不必扣除磨損及撕裂或拆舊的置換費用,並以較低數額為準。

- b) 若損失或損毀財物為一對或一套組合的其中部分,對該項或該等財物的損失或損毀的估值應按照所佔該對或該套組合的總值的比例計算。在任何情況下,該等損失或損毀不應被視為損失整對或整套組合的價值。
- c) 本公司毋須把損毀財物修理或替換至損毀前之原狀,但將確保在實際可行的情況下,該等財物於修理後與原狀合理地相稱。

### 3. 不足額保險

如受保之財產發生損毀時,其總值高過其保額,則投保人須按照不足額保險之比例分擔其損失。若受保之財產不止一項時,應逐項分開,分別按 照本條款之規定分擔之。

#### 4. 防止損失

閣下及 閣下的家庭成員須遵守所有法定責任,並採取所有合理步驟以:

- a) 防止損失、損毀或損傷;及
- b) 保持任何受保財物狀況良好及進行妥善維修。

## 5. 風險變化

在保險期內、閣下須通知本公司任何 閣下的居所的狀況變更、若該等變更可引致損失風險增加、在需要時支付必須額外保費。

## 6. 替代性爭議解決方式

如有任何關乎本保單的爭議·爭議各方可以作出於善意的調解去解決爭議。調解是根據當時適用並由香港司法機構發出民事調解相關的實務指示進行。所有未解決之爭議·一律按照《仲裁條例》(香港法例第609章)及不時生效的修訂本規定進行仲裁。仲裁須在香港進行並由爭議各方同意的單一仲裁員審理。現明確規定·爭議各方必須待至仲裁裁決·方可就本保單展開其他法律行動。關於根據替代性爭議解決方式得出的任何情況或結果·如本公司不承認本保單的賠償責任·而投保人並未於十二(12)個月內按上述規定將事件交由仲裁處理·即被視作已撤銷或放棄索償權利·此後不得再就本保單進行追討。

### 7. 代位權

本公司有權以 閣下及 閣下的家庭成員名義就本保單的賠償,向有可能對引致索償負上責任的第三者作出追討,而有關追討費用由本公司負責。

## 8. 誤報

若 閣下/閣下的家庭成員或任何代表 閣下/閣下的家庭成員在投保表格或索償時故意作出錯誤聲明·本公司將不會作出賠償及本保單亦無效。

- 9. 本公司有權就有關索償後擁有投保財物的殘餘財物權。
- 10. 閣下及 閣下的家庭成員不得因魯莽或故意行為導致投保財物損失或責任受損·若 閣下的居所連續三十(30)日無人居住·閣下必須以書面通知本公司及得到本公司書面確認。若沒有履行這些責任·本公司可拒絕 閣下的索償。

## 11. 索償條款

當有索償發生或可能發生,閣下必須盡快以書面通知本公司,任何情況下也不能遲過發生日三十(30)日。

- a) 就損失或損毀索償,閣下必須:
  - (i) 提供本公司要求的核實資料和證據·其所需的費用由 閣下承擔;
  - (ii) 立刻通知警方(任何情況下也不能遲過二十四(24)小時)·若任何損失是因欺騙手段、偷竊、惡意行為、暴動或騷亂而引致。
- b) 就責任索償,閣下必須:
  - (i) 當收到任何信件、申索、告票或傳票後,立即送交本公司;
  - (ii) 在知悉任何快將執行的檢控、死因研訊或致命傷害後,立即通知本公司;
  - (iii) 在未經本公司書面同意,不得作出任何承諾、提議或付款承諾。本公司有權接手處理並以 閣下的名義進行抗辯或賠償或處理索償事項, 當有需要時 閣下必須提供一切有關資料並協助本公司。

## 12. 雙重保險

若 閣下受保於超過一(1)份由本公司簽發的保單·只有最高賠償額之項目的保單會對索償作出賠償·其他保單將由起保日作廢並會退回已收 訖保費。

## 13. 取消保單

a) 受保人可於任何時候以書面通知取消本保單·在此情況下·如受保人在該保險期內沒有作出任何索償·本公司會以短期保費率計算本保單 於有效期內應付的保費·惟須受本公司對扣除客戶所享折扣後的保費退款設有最低及不獲退還的保費額港幣五百(500)元及其他徵費(如 有者)約束·以較高者為準。

# 短期保費表

<u>保障期</u>	<u>保費率</u>
不超過1個月	年保費率之10%
不超過2個月	年保費率之20%
不超過3個月	年保費率之30%
不超過4個月	年保費率之40%
不超過5個月	年保費率之50%

<u>保障期</u>	<u>保費率</u>
不超過6個月	年保費率之60%
不超過7個月	年保費率之70%
不超過8個月	年保費率之80%
不超過9個月	年保費率之90%
超過9個月	全年保費

為免存疑 · 倘若在取消保單前曾在本保單提出任何索償 · 本公司不會作出任何保費退款。

b) 本公司可以於取消本保單的七(7)日前將有關通知經普通郵遞方式·寄往受保人最後為人所知的地址。在該情況下·本公司在扣除本保單 有效期內按比例應付的保費後·將向受保人退還保費餘額。

## 14. 其他保險

本保單在索償期間、若有其他保險公司的保單提供相同保障、本公司只會負責超出其他保單應付之金額。

## 15. 續保

-----本公司保留權利於續保時·修訂保費、條款及細則·及終止保障及/或本保單。

## 16. 司法管轄權條款

本保單提供的賠償不適用於並非首先由香港具司法管轄權的法院發送或從該處獲得的判決,亦不適用於從任何香港法院就執行在香港以外地區判決而獲得的命令,不論該命令是否以互惠協議作出。

### 17. 法律詮釋及司法管轄

本保單依據法律詮釋,並受香港法院行使專屬司法管轄權。

### 批註

### 本保單受以下不保事項(第五節寵物醫療費用除外)約束:

### 傳染病不保事項

- a) 儘管當中有相反規定·但本保單不承保由傳染病或其引起的恐懼或威脅(無論是實際或感覺上)所直接或間接造成、導致、引致、引起或與之相關的任何損失、損害、責任、索賠,成本或費用(不論其性質為何),而不論同時或以任何其他順序導致傳染病的其他原因或事件。
- b) 根據本保單中包含的其他條款,條件和除外責任本保單將承保根據原始保單對被保險財產造成的實際損失,以及以下任何風險直接引起或直接由始 造成的時間要素損失:,火災,閃電,爆炸,飛機或車輛撞擊,墮落的物體,暴風,暴雨,冰雹,龍捲風,旋風,颱風,飓風,地震,海底地震,火山震動/噴發,海嘯,洪 水,凍結,冰暴,冰雪重壓,雪崩,流星/小行星撞擊,山崩,滑坡,泥石流,叢林大火,森林大火,暴動,參加罷工的暴動,內亂,故意破壞或惡意搗亂.

#### 定義

- c) **傳染病**是指可以透過任何物質或媒介從任何生物體傳播到另一生物體的任何疾病,其中:
  - (i) 該物質或媒介包括但不限於病毒、細菌、寄生蟲或其他生物體或其任何變體(無論是否視為活體)·及
  - (ii) 傳播 (不論直接或間接)方法·包括但不限於空中傳播、體液傳播、從或向任何表面或物體傳播、固體·液體或氣體或生物之間的傳播· 以及
  - (iii) 該疾病、物質或媒介足以或可能導致人類健康或人類福祉受損,或者足以或可能導致財產受到損害及損耗、令其損失價值、失去適銷性或失去用途。
- d) 時間要素損失是指業務中斷,或有業務中斷或任何其他相應損失。

# 財產網絡及資料不保事項

- a) 儘管當中有相反規定,但本保單或相關之批單不承保
  - (i) 網絡損失
  - (ii) 因任何資料的無法使用、功能減損、維修、更換、恢復或複製而直接或間接造成、導致、引致、引起或與之相關的任何性質的損失、損害、責任、索償、成本或費用,包括與該資料的價值有關的任何金額;

而不論同時或以任何其他順序導致前述各項的任何其他原因或事件。

- b) 若本不保事項其中的任何部份為不適用或無法執行,其餘部份將保持生效及有效。
- c) 如本批註有關網絡損失或資料與本保單任何條款互相抵觸的部份,本批註將代替及取代該有關條款。

### 定義

- a) 網絡損失是指由任何網絡行動或網絡事件(包括但不限於在控制、防止、阻止或補救任何網絡行動或網絡事件過程中採取的行動)直接或間接 造成、導致、引致、引起或與之相關的任何損失、損害、責任、索賠・成本或費用(不論其性質為何)。
- e) 網絡行動是指涉及對任何電腦系統之登入、處理、使用或操作的未經授權、惡意或犯罪行為或一系列相關的未經授權·惡意或犯罪行為·而不 論其時間和地點·以及是否屬於威脅或騙局
- f) 網絡事件是指:
  - (i) 涉及對任何電腦系統之登入、處理、使用或操作的任何錯誤或遺漏或一系列相關的錯誤或遺漏;或
  - (ii) 對任何電腦系統之登入、處理、使用或操作的任何部分或全部不可用或故障,或一系列相關的部分或全部不可用或故障。
- g) **電腦系統**指:
  - (i) 任何由投保人或任何第三方擁有或操作0的電腦、硬件、軟件、通信系統、電子設備(包括但不限於智能手機、筆記本電腦、平板電腦、可穿戴設備)、服務器、雲或微控制器・包括上述各項的任何類似系統或任何配置・以及包括任何相關的輸入、輸出、資料存儲設備、網絡設備或備份設施。
- h) 資料是指以電腦系統使用、登入、處理、傳輸或存儲的形式記錄或傳輸的信息、事實、概念、代碼或任何種類的其他信息。

若此批註與本保單有任何不符,一概以此批註為依歸。

如中文及英文版之間有任何差異,一概以英文版為準。