

---

---

# FAMILY SURANCE PLUS 4.0 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.

The due observance and fulfilment of the terms of this Policy in so far as they relate to anything to be done or not to be done or to be complied with by You shall be conditions precedent to any liability of the Company to make payment or to provide indemnity under this Policy.

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 at once to the office which issued them 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"** means:-  
MSIG Insurance (Hong Kong) Limited.

**"You"** means:-  
The Insured / Insured Person(s) named in the Schedule.

**"Your Family"** means:-  
Your spouse, children, parents and relatives normally living with You.

**"Hong Kong"** means:-  
The territorial limits of the Hong Kong Special Administrative Region.

**"Sum Insured"** means:-  
The maximum amount, shown in your current Schedule or any subsequent endorsements, We will pay under the respective Sections during the Period of Insurance, and such amount is inclusive of the sub-limits on "Other Benefits Provided"

**"Excess"** means:-  
The first amount of any claim which You must bear as You are not insured for this amount.

**"Period of Insurance"** means:-  
The period specified in the Schedule for which We have agreed to accept and You have paid or agreed to pay the appropriate premium.

**"Schedule"** means:-  
Details including the Insured's name, address, location of risk and the Sum Insured on the document issued to You.

**"Home"** means:-

The situation mentioned in the Schedule which is the principal place of residence of You and Your Family.

**"Building"** means:-

- The structural part of your Home including but not limited to fabric walls and the paint thereon, flooring, doors with frames, windows with frames;
- Permanent fixtures and fittings including but not limited to skirting, water pipes, electric cables/wiring, fixed glass, sanitary fixtures, fixed or permanently installed on the structural parts of your Home;
- Outbuildings at your Home used for domestic purposes;
- Swimming pools, tennis hard courts, garden walls, patios, terraces, hedges, fences, gates, paths and drives, that are forming part of your Home (but not retaining walls, foundations and drains).

**"Personal Effects"** means:-

Articles of personal use specifically designed to be worn or carried, belonging to You or any member of Your Family.

**"Money"** means:-

Cash, cheques, postal orders, bankers drafts, travel tickets, saving certificates, current postage stamps, collection of stamps, coins or medals, gift tokens, all held for social or domestic purposes.

**"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.

**"Bodily Injury"** means:-

Bodily Injury suffered anywhere in the world caused solely and directly from accidental external violent and visible means and which are independently of any other cause and not by sickness, disease or gradual physical or mental deterioration.

## CHANGES TO THIS POLICY

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

## GENERAL EXCLUSIONS APPLICABLE TO THE WHOLE POLICY

The insurance by this Policy excludes death, disability, 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:

- 1) **Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons**
  - a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or 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 or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

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

- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
- e) any chemical, biological, bio-chemical, or electromagnetic weapon

**2) War and Terrorism Risks**

- 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; or
- b) any act of terrorism including but not limited to
  - the use or threat of force, violence and/or
  - harm or damage to life or to 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.

It is hereby noted that the terrorism exclusion mentioned under 2b) above does not apply to "Employees' Compensation Cover" of Section 6 "Domestic Servants". The Company may amend this provision according to market changes by giving 7 days notice to You.

**3) Political Risks**

- a) permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority
- b) permanent or temporary dispossession of any property resulting from the unlawful occupation or possession of such property by any person

provided that the Company is not relieved of any liability to You 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

**4) Consequential loss or damage of any kind unless specifically provided for otherwise in the Policy.**

**5) Cyber Risks**

- (i) DAMAGE: to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof including loss or corruption of data whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not, where such DAMAGE is caused by [programming or operator error.] Virus or Similar Mechanism or Hacking
- (ii) CONSEQUENTIAL LOSS: directly or indirectly caused by or arising from [programming or operator error.] Virus or Similar Mechanism or Hacking

but this exception shall not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency (as defined hereunder), but only to the extent that such claim would otherwise be insured under this Policy.

**DEFINITION**

For the purpose of this exception only, "Defined Contingency" shall mean fire, lightning, explosion, aircraft and other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, volcano, freeze or weight of snow.

**Virus or Similar Mechanism**

Virus or Similar Mechanism means program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs.

**Hacking**

Hacking means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data.

**6) Date Recognition**

Any claim of whatsoever nature which arises directly or indirectly from or consists of the failure or inability of any

- a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
- b) media or systems used in connection with any of the foregoing

whether the property of the Insured or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date

including without limitation, the failure or inability to recognise capture save retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

- (i) recognising using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above

but this exception shall not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency (as defined hereunder) arising under any of the following Sections, but only to the extent that such claim would otherwise be insured under that Section

- a) Household Contents
- b) Building
- c) Worldwide Personal Possessions

This exception does not apply in respect of the following Sections, if provided by this Policy.

- a) Personal Liability
- b) Personal Accident
- c) Domestic Servants

**Definition**

For the purpose of this exception only, "Defined Contingency" shall mean fire, lightning, explosion, aircraft and other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, theft, volcano, freeze or weight of snow.

**Sanction Limitation and Exclusion Clause**

This Policy shall not be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom or United States of America.

If We allege that by reason of these General Exclusions, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon You.

## CONDITIONS APPLICABLE TO THE WHOLE POLICY

### 1) CHANGE IN RISK

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

### 2) 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 sound repair any insured property.

### 3) RECKLESS OR WILFUL ACT / UNOCCUPIED HOME

You or Your Family must not cause or facilitate loss to the insured property or liability by any reckless, wilful, malicious, criminal or unlawful act and You must tell Us and have our acknowledgement in writing if your Home is to be unoccupied for more than 30 consecutive days. If these obligations are not fulfilled, We may decline any claim You make.

### 4) CLAIMS CONDITIONS

When a claim occurs or is likely to occur, You must advise Us in writing as soon as possible and within 30 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 or loss by deception, theft, malicious acts, riot or 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 make any admission, offer or promise of payment without our consent and We shall be entitled if We so desire to take over and conduct in your name the defence or settlement or handling of any claim and You shall give all such information and assistance as We may require.
- c) For Bodily Injury claims, You must:
  - i) forward at your own expense all certificates and information required by Us.
  - ii) have medical examinations as often as required by Us at our expense. In case of death, We shall require sight of the death certificate and may require a post-mortem examination at our expense.

### 5) MISREPRESENTATION

If You or anyone acting for You makes a claim under the Policy knowing the claim to be dishonest or exaggerated in any way, We will not pay the claim and all cover under this Policy shall cease immediately.

### 6) SALVAGE

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

### 7) WAIVER OF CLAIMS

The Insured shall not become a party to any agreement the effect of which is that the Insured waives, limits or qualifies any claim in any way which the Insured would otherwise have against any person in respect of or arising out of any occurrence resulting in liability on the part of the Insured for which indemnity is provided by this Policy.

### 8) ARBITRATION

If the Company shall disclaim policy liability or there is any dispute as to the amount to be paid under this Policy (collectively known as "the Dispute"), the Dispute shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance (Cap. 341) as amended from time to time. If the parties fail to agree upon the choice of Arbitrators or Umpires, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained.

If the Dispute shall not within 12 months from the date of disclaimer or the date of rejection of the claim have been referred to arbitration under the provisions herein contained, then such claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

### 9) OTHER INSURANCE (not applicable to Personal Accident Section)

If at the time any claim arises under this Policy there be any other insurance indemnifying any Insured who is entitled to be indemnified under this Policy, this Policy is not to be called on in contribution and, subject to the Policy Limit of Liability, is only to pay any amount under this Policy if and so far as such amount is not covered by any indemnity under other insurance.

### 10) SUBROGATION

The Company shall be entitled at its sole discretion to prosecute in the name of the Insured regarding any claim for damages costs indemnity contribution or otherwise against any person who may be liable to the Insured in respect of any liability on the part of the Insured for which indemnity is provided by this Policy and shall have full discretion in the conduct of any such proceedings and in the settlement of any such claim. The Insured shall give all such information and assistance as the Company may from time to time require and execute any necessary documents for the purpose of vesting such rights in the Company.

Any money recovered pursuant to the exercise of such rights shall be applied firstly for the benefit of the Company to the extent of the amount paid by the Company in respect of any claim including any costs and expenses paid or incurred by the Company and costs and expenses incurred in prosecuting such recovery action.

### 11) 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.
- b) BY THE COMPANY  
We may cancel this Policy by giving You 7 days written notice sent to your last address known to Us by ordinary post. If We do, We will refund You the unused part of the premium on pro-rata basis.

### 12) JURISDICTION CLAUSE

The indemnity provided by this Policy which covers your legal liability 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 the Hong Kong Special Administrative Region nor to orders obtained in the said Court for the enforcement of judgments made outside the Hong Kong Special Administrative Region whether by way of reciprocal agreement or otherwise.

### 13) GOVERNING LAW

The Policy is subject to the exclusive jurisdiction of the Hong Kong Special Administrative Region and is to be construed according to the laws of the Hong Kong Special Administrative Region.

### 14) EXCLUSION OF RIGHTS UNDER CONTRACTS (RIGHTS OF THIRD PARTIES) ORDINANCE

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

## SECTION 1 - HOUSEHOLD CONTENTS

### DEFINITIONS

“Household Contents” means:-

All your Valuable Property, Money, furniture (including pianos), furnishings, home appliances, household and Personal Effects including household appliances hired by You or Your Family in your Home.

But We do not cover :

- a) Motor vehicles (other than lawnmowers and pedestrian controlled gardening implements for home use only), motorcycles, caravans, trailers or their spare parts and accessories when on them;
- b) Livestock, pets and animals;
- c) Growing crops and plants;
- d) Watercraft (other than hand-propelled), hovercraft, boats and outbound motors or their spare parts and accessories;
- e) Aircraft or any aerial or spatial device and their accessories and spare parts including satellite antennae;
- f) Mobile/portable radio telecommunication equipment e.g. mobile / portable telephones and pagers;
- g) Property in the course of removal or transit;
- h) Specially held items;
- i) Loss of or damage to films, tapes, cassettes, cartridges, discs or diskettes other than for their value as unused material, unless purchased pre-recorded when We will pay up to the market's latest price list;
- j) Replacement cost/fee of personal documents;
- k) Contents on roof or in open area;
- l) Any item falls under the definition of “Building”.

“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).

### WHAT IS INSURED

We will cover You and Your Family in respect of the Household Contents while in the Home against any unforeseen sudden external accidental physical loss or damage unless the cause is specifically excluded.

### WHAT IS NOT INSURED

- 1) This section does not cover loss or damage caused by :-
  - a) Wear and tear;
  - b) Mildew, rot, corrosion, rust, gradual deterioration;
  - c) Insects, vermin;
  - d) Cleaning, repairing, restoring;
  - e) Scratching or denting;
  - f) Domestic animals which You own or are in your custody or control;
  - g) Mechanical breakdown and/or malfunction of electrical appliances and computer equipment;
  - h) Inherent fault or defective workmanship, defective material or design;
  - i) Mysterious disappearance or unexplained loss;
  - j) Deliberate or malicious acts committed by You or Your Family or your servants;
  - k) Loss or damage to electrical equipment and wiring caused by artificially generated electrical current;
  - l) Infidelity or dishonesty on the part of You, Your Family or any of your employees;
  - m) Landslip, subsidence or erosion;
  - n) Settling or cracking of land resulting from earth movements or underground water pressure, shrinkage or expansion of foundations;
  - o) Sonic Bangs pressure waves caused by aircraft or other aerial devices.
- 2) This section does not cover cost and expenses arising from loss or destruction or damage caused by pollution or contamination except destruction or damage to the property insured caused by pollution or contamination resulting from a peril hereby insured against.

### LIMITATION OF COVER

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

### EXCESS

The first HK\$250 of each and every claim under Section 1 unless specifically mentioned.

### BASIS OF SETTLEMENT OF CLAIMS

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

- 1) HK\$15,000 for any one piece, set or collection of Valuable Property subject to an aggregate limit of one-third of the Limit of Indemnity during each Period of Insurance;
- 2) HK\$1,000 for Money, subject to an aggregate limit of HK\$5,000 during each Period of Insurance;
- 3) HK\$100,000 for any one piece, pair or set of Household Contents items (other than those mentioned in item 1 and 2).

If a damaged item can be repaired but the repair is not carried out, We will pay the reduction in the value of the item as a result of the loss or damage but not exceeding the estimated cost of repair.

If an item has been totally lost or destroyed or cannot be satisfactorily repaired and replacement is not carried out, We will pay the value of the item at the time of the loss or damage.

In the case of loss of or damage to any article or articles, whether scheduled or unscheduled, 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.

In the case of loss of or damage to any part of the Household Contents whether scheduled or unscheduled 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 Household 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.

### OTHER BENEFITS PROVIDED

#### 1) ALTERNATIVE ACCOMMODATION AND LOSS OF RENT

In the event of your Home being rendered uninhabitable due to accidental loss or damage insured under the Household Contents Section, We will pay

- a) the cost incurred for reasonable temporary accommodation for as long as it is reasonably required; or
- b) rent which continues to be payable by You

Any claim payment will not be more than:

- a) HK\$1,500 per day for the cost of alternative accommodation; and
- b) in the aggregate not more than HK\$50,000 during each Period of Insurance

Provided that You cannot claim under this SECTION if you have claim under ALTERNATIVE ACCOMMODATION of SECTION 3.

#### 2) FATAL ACCIDENT BENEFIT

We will pay HK\$50,000 maximum compensation in the event of death

within three (3) calendar months of either the first named person stated under the name of the Insured of this Section or his/her spouse resulting from an injury caused in your Home by fire or thieves.

No Excess is applicable.

### 3) BURGLARY / ROBBERY HARM ALLOWANCE

We will pay HK\$5,000 compensation for the first named person stated under the name of the Insured of this Section or his/her spouse sustaining injury caused by burglars or robbers within your Home, against which a medical practitioner has granted a sick leave of not less than 4 consecutive days.

No Excess is applicable.

### 4) LOCK

We will pay the reasonable cost incurred for the replacement and installation of windows 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 theft subject to a maximum amount of HK\$2,500 during each Period of Insurance.

### 5) FROZEN FOOD & DRINKS

We will pay the cost of replacing food and drinks which are spoilt in your deep freeze unit by:

- a) accidental breakdown of the freezer unit which is less than 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 will not be more than HK\$5,000 and in the aggregate during each Period of Insurance.

### 6) PERSONAL EFFECTS IN YOUR OFFICE

This Policy is extended to cover your personal effects kept in your office up to an amount of HK\$2,500.

A notice of loss to your employer and Police will be necessary in the event of a claim.

### 7) PERSONAL MONEY / PERSONAL EFFECTS ON BUSINESS TRIPS

We will indemnify You against accidental loss or theft of money or personal effects whilst You are away from Hong Kong on business, but We do not cover loss or theft:

- a) which is not reported within 24 hours of discovery to the local Police Authority;
- b) caused by depreciation, confiscation or shortage due to errors or omissions.

Any claim payment will not be more than HK\$2,500 each and every occurrence.

### 8) GENERAL HOLIDAYS INCREMENT

The limit of liability for loss of Money insured under this Section is increased to HK\$2,000 any one loss or theft whilst it happens during the general holidays (except Sundays) as defined under (Cap. 149 Schedule) General Holidays Ordinance of Hong Kong, but We do not cover loss or theft:

- a) which is not reported within 24 hours of discovery to the local Police Authority;
- b) caused by depreciation, confiscation or shortage due to errors or omissions;
- c) In any event, the aggregate limit for Money during each Period of Insurance will remain HK\$5,000.

### 9) HOME QUARANTINE CASH BENEFIT

We will pay You cash benefit of HK\$500 for each full day You are confined in your Home in quarantine and the building where your Home located is in quarantine as declared by the local authority by virtue of the Prevention and Control of Disease Ordinance (Cap. 599).

The maximum period We will pay during the Period of Insurance is 10 days.

No benefit shall be payable until the total amount of the payment shall have been ascertained unless otherwise agreed by the Company.

No Excess is applicable.

### 10) TEMPORARY REMOVAL

We will cover the Household Contents whilst temporarily removed from your Home to any other premises for cleaning, renovation, repair, modification, or dyeing within Hong Kong.

Any claim payment will not be more than HK\$50,000 and in the aggregate during each Period of Insurance.

### 11) DOMESTIC SERVANT PROPERTY

We will pay for accidental loss of or damage to personal belongings (excluding money) of your domestic servant normally residing with You whilst such properties are contained in your Home but We do not cover loss due to failure to observe the terms and conditions of the Policy by your domestic servant as if he or she were You.

Any claim payment will not be more than HK\$5,000 and in the aggregate during each Period of Insurance.

### 12) HOUSEHOLD REMOVAL

We will cover the Household Contents in the course of removal by professional removers from your Home to your new permanent residence within Hong Kong but We do not cover:

- a) Money;
- b) Valuable Property;
- c) Glass earthenware and other items of a fragile nature which are insufficiently and unsuitably packed;
- d) the first HK\$1,000 of each and every loss.

Any claim payment will not be more than HK\$100,000 and in the aggregate during each Period of Insurance.

### 13) LANDSLIP & SUBSIDENCE EXTENSION

It is hereby agreed and declared that notwithstanding anything in the within written Policy contained to the contrary the Insurance under this Policy shall extend to cover:

Loss of or damage to the Household Contents directly caused by subsidence of the site or landslip, occurring within the Period of Insurance stated in the Schedule but excluding:

- i) 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
- ii) Loss of or damage to paths, drives, fences, gates, boundary and retaining walls caused by subsidence and/or landslip.
- iii) 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 Household Contents.

- iv) Loss or damage directly occasioned by or through defective design or workmanship or the use of defective materials.
- v) Consequential loss or damage of any kind or description.
- vi) The first HK\$10,000 or 10% (ten percent) of each and every loss, whichever is the greater, as ascertained after the application of any condition of average and occurring within each and every separate period of 72 consecutive hours during the currency of this Policy.

#### WARRANTED:

- 1) You shall maintain your Home in sound repair and shall take all responsible steps to prevent damage from the perils covered hereby.
- 2) You shall maintain any man-made slope and retaining wall for which You are responsible in accordance with laws regulations codes and guides issued by the Hong Kong Government including the guideline stipulated in the GEOGUIDE 5 - GUIDE TO SLOPE MAINTENANCE published by the Geotechnical Engineering Office, Civil Engineering Department, Hong Kong.
- 3) You shall notify the Company immediately:
  - i) if any excavations are commenced beneath, around or in the vicinity of your Home. In such event the Company shall have the right to vary or cancel the cover provided under this Policy;
  - ii) of the operation of an insured peril affecting any part of the site (whether or not the Insured property is involved) or its nearby surroundings.

#### 14) TENANT'S LIABILITY

We will pay up to 10% of the Household Contents sum insured for which You are legally responsible as tenant for

- a) loss of or damage to the Home and landlord's fixtures and fittings caused by
  - i) storm or flood, escape of oil or water from any fixed water or fixed heating installation or washing machine;
  - ii) theft or attempted theft provided violent means are used to gain entry or exit;
  - iii) collapse of aerials;
- b) accidental damage to cables or underground pipes providing services to or from the Home;
- c) accidental breakage of all fixed glass and sanitary fixtures which form part of the Home, including glass in solar panel units, fixed baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, lavatory pans and cisterns (and their fixtures and fittings) in the Home.

#### 15) REMOVAL OF DAMAGED HOUSEHOLD CONTENTS

We will cover the cost actually incurred in the necessary removal of Household Contents 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 site.

Any claim payment will not be more than HK\$10,000 and in the aggregate during the Period of Insurance.

#### LIMIT OF INDEMNITY

The maximum amount We will pay under Household Contents Section during the Period of Insurance is the Limit of Indemnity shown on the Schedule and is inclusive of the above sub-limits on "Other Benefits Provided" Sub-section.

## SECTION 2 - PERSONAL LIABILITY

### DEFINITIONS

"Geographical Limits" means:-

- a) Hong Kong and/or Macau
- b) Worldwide in respect of temporary visits with each visit not exceeding 60 consecutive days. For this purpose, visit means a round trip commencing in Hong Kong.

### WHAT IS INSURED

We will indemnify You and Your Family against all sums for which You and Your Family become legally liable:

- a) as a private householder occupying your Home
- b) as an owner of your Home if it is occupied by You and Your Family only
- c) as owner of your Building if insurance on Section 3 "Building" is effected
- d) in a personal capacity other than as an occupier or owner

in respect of:

- i) accidental death or bodily injury including illness of any person
- ii) accidental loss of or damage to property

occurring during the Period of Insurance and within the Geographical 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: -

- 1) Bodily injury to You or Your Family or any person in the service of You;
- 2) Loss of or damage to property belonging to or in the custody or control of You or Your Family or any person in the service of You;
- 3) The ownership, occupation or use of any land or building other than your Home / Building specified in the Schedule;
- 4) Loss of or damage to property being that part of the property or building on which You or any servant or agent of You is or has been working if such damage is caused directly by the process of treatment, alteration, repair or construction of that part of the property or building;
- 5) Any agreement to make payment by way of indemnity or otherwise unless such liability would have attached in the absence of such agreement;
- 6) The exercise of any business, trade, profession or employment;
- 7) The ownership, possession, driving or use of mechanically-propelled vehicles, aircrafts or watercrafts;
- 8) The ownership, use or possession of any animals other than domestic dogs or cats;
- 9) 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;
- 10) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances;
- 11) Fines, penalties, punitive or exemplary damages;
- 12) The carrying out of alterations, additions or repairs by an independent contractor unless the contract value is less than HK\$100,000;
- 13) A breach of any duty imposed by law in relation to
  - a) any building within the meaning of the Buildings Ordinance (Cap. 123) erected in contravention of that Ordinance; or
  - b) any building works, or street works, carried out in contravention of the Buildings Ordinance (Cap.123);
- 14) Any claim or loss arising out of any activities and/or business conducted and/or transacted via the Internet, Intranet, Extranet and/or via your own website, Internet site, web address and/or via the transmission of electronic mail or documents by electronic means;
- 15) All claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
  - a) asbestos, or
  - b) any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or

avoidance of asbestos or exposure or potential exposure to asbestos.

### OWNER'S LIABILITY IN COMMON AREA

We will also cover You against your proportional Owner's legal liability in respect of the Common Parts of the Building of which your Home/Building forms part.

The expressions "Common Parts", "Building", and "Owner(s)" have the same meaning as assigned to those expressions in the Building Management Ordinance Chapter 344 of the Laws of Hong Kong (referred to hereinafter as "the Ordinance").

The indemnity is provided only under the following conditions: -

- i) this cover is operative only if there is no public liability insurance policy being taken out by or on behalf of the Joint-Owners of the Building (referred to hereinafter as "the Primary Policy") in relation to such Common Parts of the Building; or
- ii) where a Primary Policy has been taken out, this extension applies only in respect of any excess liability beyond and above the amount paid or payable under such Primary Policy.

subject to a limit of HK\$1,000,000 for all sums payable by Us including legal costs and expenses arising out of one occurrence or series of occurrence consequent on one source or original cause.

We will only indemnify You in respect of your separate proportional share of liability (and, for the avoidance of doubt, not joint liability) as an Owner in the undivided parts of the Building as determined in accordance with Section 39 of the Ordinance.

### LIMIT OF INDEMNITY

Unless specifically mentioned, our liability under this section for all sums inclusive for all legal costs and expenses payable arising out of one occurrence or series of occurrences consequent on one source or original cause will not be more than HK\$5,000,000.

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.

### EXCESS

The first HK\$3,000 each and every water damage claim under Section 2 unless specifically mentioned.

## SECTION 3 - BUILDING

### WHAT IS INSURED

We will cover You against any unforeseen sudden accidental physical loss to your Building unless the cause is specifically excluded.

### WHAT IS NOT INSURED

- 1) This section does not cover loss or damage caused by:
  - a. Wear and tear;
  - b. Mildew, rot, corrosion, rust, gradual deterioration;
  - c. Insects, vermin;
  - d. Domestic animals which You own or are in your care, custody, or control;
  - e. Inherent fault or defective workmanship, defective material or design;
  - f. Loss or damage to electrical equipment and wiring caused by artificially generated electrical current;
  - g. Mechanical breakdown and/or malfunction of electrical appliances and computer equipment;

- h. Alterations or repairs involving the removal of structural support;
- i. Mysterious disappearance or unexplained loss;
- j. Deliberate or malicious acts committed by You or Your Family;
- k. Landslip, subsidence or erosion;
- l. Settling or cracking of land resulting from earth movements or underground water pressure, shrinkage or expansion of foundation;
- m. Sonic Bangs  
pressure waves caused by aircraft or other aerial devices.

- 2) This section does not cover cost and expenses arising from loss or destruction or damage caused by pollution or contamination except destruction or damage to the property insured caused by pollution or contamination resulting from a peril hereby insured against.

### LIMITATION OF COVER

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

### AVERAGE CLAUSE

In the event of under-insurance where the Sum Insured is less than 80% of full rebuilding costs at the time of loss or damage, the amount payable by Us under this loss or damage is the proportion which the Sum Insured bears to the total current rebuilding costs of the Building so insured as at the time of the loss. You are considered as being your own insurer for such under-insurance and bear a rateable proportion of the loss.

### EXCESS

The first HK\$1,000 or 10% of each and every water damage claim whichever is the greater under Section 3 unless specifically mentioned.

The first HK\$250 of each and every claim under Section 3 unless specifically mentioned.

### BASIS OF SETTLEMENT OF CLAIMS

We will pay the costs actually incurred to rebuild or repair your Building to the same condition and extent it was when new. We will use building materials and construction methods which are commonly used at the time.

We will also pay:

- a) any additional amount of costs for making the changes to comply with the Government or local by-laws requirements;
- b) architects, engineers and surveyors fees in respect of the rebuilding or repairs where authorised by Us;
- c) the cost to demolish and remove the debris.

However, We will not pay for:

- a) fees exceeding those authorised under the scale of the various Institutions and/or Bodies regulating such fees prevailing at the time of the destruction or damage;
- b) costs incurred in complying with Regulations under which notice has been served upon You prior to the loss or damage, or in respect of undamaged portions of your Building.

You must ensure that any repairs or works which We have approved are carried out promptly.

If You do not rebuild or repair your Building, We will only pay You the indemnity value immediately before the loss, and the reasonable costs of demolition and removal of debris.

If the Building is mortgaged, payment in respect of any loss will be made to the mortgagee whose receipt will discharge Us completely.

We have the option of making You a cash payment or meeting the cost of the actual repairs or rebuilding.

## OTHER BENEFITS PROVIDED

### 1) ALTERNATIVE ACCOMMODATION

In the event of your Home being rendered uninhabitable due to accidental loss or damage insured under the Building 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\$1,500 per day and in the aggregate not more than HK\$50,000 during each Period of Insurance.

Provided that You cannot claim under this SECTION if you have claim under ALTERNATIVE ACCOMMODATION AND LOSS OF RENT of SECTION 1.

### 2) REMOVAL OF DEBRIS

We will cover the cost actually incurred in the necessary demolition shoring up or propping of the Building and the removal of debris including the removal of Household Contents whether damaged or undamaged 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 site.

Any claim payment will not be more than HK\$10,000 and in the aggregate during the Period of Insurance.

### 3) LANDSLIP & SUBSIDENCE EXTENSION

It is hereby agreed and declared that notwithstanding anything in the within written Policy contained to the contrary the Insurance under this Policy shall extend to cover:

Loss of or damage to your Building directly caused by subsidence of the site or landslip, occurring within the Period of Insurance stated in the Schedule but excluding:

- i) 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
- ii) Loss of or damage to paths, drives, fences, gates, boundary and retaining walls caused by subsidence and/or landslip.
- iii) 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 your Building.
- iv) Loss or damage directly occasioned by or through defective design or workmanship or the use of defective materials.
- v) Consequential loss or damage of any kind or description.
- vi) The first HK\$10,000 or 10% (ten percent) of each and every loss, whichever is the greater, as ascertained after the application of any condition of average and occurring within each and every separate period of 72 consecutive hours during the currency of this Policy.

#### WARRANTED:

- 1) You shall maintain your Building in sound repair and shall take all responsible steps to prevent damage from the perils covered hereby.
- 2) You shall maintain any man-made slope and retaining wall for which You are responsible in accordance with laws regulations

codes and guides issued by the Hong Kong Government including the guideline stipulated in the GEOGUIDE 5 - GUIDE TO SLOPE MAINTENANCE published by the Geotechnical Engineering Office, Civil Engineering Department, Hong Kong.

### 3) You shall notify the Company immediately:

- i) if any excavations are commenced beneath, around or in the vicinity of your Building. In such event the Company shall have the right to vary or cancel the cover provided under this Policy.
- ii) of the operation of an insured peril affecting any part of the site (whether or not the Insured property is involved) or its nearby surroundings.

#### LIMIT OF INDEMNITY

The maximum amount We will pay under the Building Section during the Period of Insurance is the Sum Insured shown on the Schedule and is inclusive of the above sub-limits on the "Other Benefits Provided" Sub-section.

## SECTION 4 - PERSONAL ACCIDENT

#### WHAT IS INSURED

We will pay You the Benefits stated in the Schedule for Bodily Injury which the Insured Person sustains during the Period of Insurance. In case the Bodily Injury results in death of the Insured Person, We will pay the Benefits to the Beneficiary specified in the Schedule.

#### CONDITIONS APPLICABLE TO THIS SECTION

- 1) You must advise Us in writing as soon as You are aware of any change in the employment, occupation, duties or pursuits of any Insured Person, or any other change which may increase the possibility of a claim under this Policy. You may be required to pay additional premium as a result of any such changes.
- 2) Before each renewal of the insurance You must also advise Us in writing of any Bodily Injury or disease which to your knowledge has been suffered by any Insured Person.
- 3) This section of the Policy may be renewed from year to year by mutual agreement between You and Us but in any case shall terminate at the end of the Period of Insurance during which the Insured Person attains the Age of Seventy. Thereafter We may accept further renewal of the Policy at our own discretion.

#### WHAT IS NOT INSURED

We will not pay the Benefits for:

- 1) Bodily Injury caused by the Insured Person:
  - a) flying or travelling in an aircraft other than as a fare-paying passenger with a licenced carrier on a scheduled domestic or international route or on a duly licenced charter service;
  - b) engaging in air crew;
  - c) engaging in service or duty with the Police or any armed force or Fire Service or security guard service of any country;
  - d) engaging in a sport in a professional capacity or where the Insured Person would or could earn income or remuneration from engaging in such sport;
- 2) Bodily Injury caused by the Insured Person engaging in or practising for:
  - a) parachuting or any sporting activities in connection with an aircraft;
  - b) hang gliding;
  - c) any kind of race (other than on foot or swimming) or trial of speed or reliability;
  - d) potholing, mountaineering or rock climbing necessitating the use of guides or ropes;
- 3) Bodily Injury caused by:
  - a) suicide, self-injury or wilful exposure to peril (other than in an attempt to save human life);



- b) pregnancy, childbirth or pre-existing physical or mental defect or infirmity;
- c) the Insured Person being under the influence of drugs (other than those prescribed by a registered Medical Practitioner but not when prescribed for the treatment of drug addiction);
- d) the Insured Person being under the influence of alcohol, unless it can be established to our reasonable satisfaction by any claimant that alcohol was not a factor contributing to the happening of the Bodily Injury;
- e) fighting (except in bona fide self defence), provoked assault, resistance to arrest;
- f) illegal acts of the Insured or the Insured Person.

If We allege that by reason of these exclusions any claim is not covered by the Policy, then the burden of proving that the claim is covered shall be upon You.

**DEFINITIONS**

“Insured Person” means: -

The Insured Person(s) named in the Schedule, for whom this SECTION 4 of the Policy has been arranged.

**SPECIAL PROVISIONS**

- a) Disappearance  
We shall presume death to have been suffered by the Insured Person if he or she is missing for twelve consecutive months, and sufficient evidence is provided that leads Us to the conclusion that death was caused by Bodily Injury. We shall be liable to make payment of benefit for death. However, if at any time after payment of the Death Benefit for such death the Insured Person is found to be living, such Benefit shall be refunded to Us.
- b) Exposure  
If an Insured Person suffers Bodily Injury and thereafter in consequence of that Bodily Injury suffers death or disablement as a result of exposure to the elements, We will consider such death or disablement as having been caused by Bodily Injury.

**BASIC BENEFITS**

If such Bodily Injury as aforesaid shall be the sole and direct cause of the following the Company shall pay Benefits as outlined below:

DEATH	100% of the amount stated in the Schedule
PERMANENT DISABLEMENT as specified below	Percentage of the amount stated in the Schedule.

	PERCENTAGE
1) Total and permanent disablement from engaging in or attending to employment or occupations of any and every kind	100%
2) Total and permanent loss of all sight in one or both eyes	100%
3) Total loss by physical severance or total and permanent loss of use of:	
a) one or two limbs	100%
b) one or two hands	100%
c) arm above the elbow	100%
d) arm at or below the elbow	100%
e) leg above the knee	100%
f) leg at or below the knee	100%
4) Permanent total insanity	100%
5) Permanent total paralysis of all limbs	100%
6) Total loss by physical severance or total and permanent loss of use of:	
a) thumb and four fingers of one hand	70%
b) four fingers of one hand	45%

c) thumb (two phalanges)	25%
d) thumb (one phalanx)	10%
e) index finger (three phalanges)	15%
f) index finger (two phalanges)	8%
g) index finger (one phalanx)	4%
h) each other finger (three phalanges)	10%
i) each other finger (two phalanges)	4%
j) each other finger (one phalanx)	2%
k) all toes of one foot	17%
l) great toe (two phalanges)	5%
m) great toe (one phalanx)	2%
n) any other toe	3%

- 7) Total and permanent loss of:
  - a) hearing in two ears 75%
  - b) hearing in one ear 25%
  - c) speech 60%

- 8) Any permanent partial disablement not specified above other than loss of sense of taste or smell:
  - such percentage to be assessed by Us as in the opinion of our advisers is not inconsistent with the percentages specified above and without regard to the Insured Person's employment or occupation.

TEMPORARY DISABLEMENT resulting in the Insured Person being entirely prevented from engaging in or attending to usual occupation or profession - the weekly benefit stated in the Schedule under the Temporary Disablement Benefit.

**MEDICAL EXPENSES**

Medical, surgical, hospital, nursing home and nursing fees or charges necessarily incurred within twelve (12) consecutive months of the happening of the Bodily Injury, provided that all such fees or charges are necessarily and reasonably incurred for professional services from a fully qualified and registered medical practitioner, physician, surgeon or nurse and/or at a hospital prescribed by such medical practitioner, physician or surgeon.

The Company will pay up to an amount not exceeding the amount stated in the Schedule under Medical Expenses Benefit in respect of any one event. The limit under this Benefit will automatically be doubled in the event of the Insured Person sustaining Bodily Injury due to ROBBERY. In any event the maximum indemnity under this Benefit is limited to HK\$300,000 for each Insured Person.

AGE LIMIT WARRANTY: - It is warranted that all Insured Persons are between 16 & 70 of age inclusive.

**COMPENSATION LIMITS IN RESPECT OF ANY ONE INSURED PERSON**

- 1) Death Benefit stated in the Schedule shall not be payable for:
  - a) unless the death takes place within twelve (12) calendar months after the date of Bodily Injury,
  - b) in addition to Permanent Disablement Benefit stated in the Schedule if caused by the same Bodily Injury, except that if a payment has been made under the Permanent Disablement Benefit and death occurs subsequently solely caused by and within twelve (12) calendar months of the Bodily Injury, then We shall pay any difference if the amount payable for death is greater than that already paid for permanent disablement.
- 2) Permanent Disablement Benefit stated in the Schedule shall not be payable for:
  - a) unless satisfactory proof has been given to the Company that the disablement has continued for a period of twelve (12) calendar months from the date of Bodily Injury and will in all probability continue for the remainder of the Insured Person's life,
  - b) any specific part of permanent disablement where greater amount is payable for another part of the permanent disablement includes that specific part,

- c) more than 100% in aggregate in respect of any one Bodily Injury for any one Insured Person.
- 3) Temporary Disablement Benefit stated in the Schedule shall not be payable for:
- a) more than one hundred and four (104) weeks from the commencement of the disablement in respect of any one Bodily Injury,
  - b) upon the death of the Insured Person or occurrence of permanent disablement for which compensation under Death Benefit or Permanent Disablement Benefit is payable,
  - c) more than fifty-two (52) weeks from the commencement of the disablement in respect of any one Bodily Injury which results in death or permanent disablement at a later stage for which either Death Benefit or Permanent Disablement Benefit is payable. Any amount paid after fifty-two (52) weeks under the Temporary Disablement Benefit shall be deducted from any sum payable under Death Benefit or Permanent Disablement Benefit,
  - d) unless sick leave is granted by a qualified medical practitioner,
  - e) unless confirmation by the Insured Person's employer showing that the Insured Person is not attending to work during the sick-leave period.
- 4) If any medical expenses covered under the Policy is also covered by any other insurance, We shall not be liable under the Medical Expenses Benefit except for any excess beyond the amount payable under other insurance.

No benefit stated in the Schedule shall be payable until the total amount of the payment shall have been ascertained and agreed unless otherwise agreed by the Company.

#### EXTRA BENEFITS

##### 1) FUNERAL AND CREMATION EXPENSES

The Company will pay the necessary and reasonable expenses actually incurred and supported by receipted accounts from a recognised undertaker within Hong Kong (but only to the extent that they are not recoverable from any other source) to an amount not exceeding HK\$25,000 in respect of death of the Insured Person for whom compensation is payable under the Policy.

##### 2) EXTENDED SPOUSE COVER

The Company will provide cover for the Insured Person's Spouse in respect of Death Benefit and Permanent Disablement Benefit for an amount not exceeding HK\$100,000 provided that the Insured Person has taken out Death Benefit and Permanent Disablement Benefit for an amount not less than HK\$1,000,000 under the Policy.

##### 3) CLOTHING AND PERSONAL EFFECTS DAMAGE COMPENSATION

The Company will pay to the Insured Person who sustains Bodily Injury and damage to the clothing as well as personal effects at the same accident (but only to the extent that they are not recoverable from any other source) to an amount not exceeding HK\$2,000 in respect of any one event provided that Medical Expenses Benefit is also payable under the Policy.

##### 4) BONESETTERS & ACUPUNCTURISTS TREATMENT EXPENSES

The Policy extends to cover the necessary and reasonable Bonesetter & Acupuncturist treatment expenses actually incurred and supported by receipts from a licenced or registered Bonesetter or Acupuncturist for an amount not exceeding HK\$1,500 in annual aggregate. The Company shall not be liable for more than HK\$150 per consultation which cannot be more than one per day.

This extension applies to the Insured Person who has taken out Medical Expenses Benefit for an amount not less than HK\$10,000

under this Policy.

##### 5) HOSPITAL CONFINEMENT ALLOWANCE

In the event of the Insured Person being confined in hospital for treatment of Bodily Injury, other than physiotherapy treatment, rehabilitation or convalescent treatment for which compensation is payable under this Policy, a weekly benefit of HK\$500 is payable for such period of confinement subject to a maximum period payable not exceeding fifty-two (52) weeks.

If the period of confinement is less than a week, the benefit will be paid on a pro-rata basis.

##### 6) NO CLAIM BONUS

In the event of no claim being submitted or paid under the Policy during the preceding policy year for the Insured Person, the benefit amount under Death Benefit and Permanent Disablement Benefit of that Insured Person will be increased by ten (10)% compounding each year over a five (5) year period.

In the event of the Insured Person transferring his/her personal accident insurance from another insurance company to Us, he/she will be entitled to the same amount of No Claim Bonus as shown on the renewal notice presented to Us. The number of no-claim year on the new Policy will be the same as that shown on the renewal notice, subject to a maximum of 5 years. The Insured Person shall at his/her own expense furnish to the Company a renewal notice.

No refund premium shall be made to the Insured Person who by any reason whatsoever does not require this increase in cover.

Should a claim happen for the Insured Person during any one period of insurance, the amount of the No Claim Bonus of that Insured Person at next renewal shall be reduced to zero.

##### 7) DOUBLE INDEMNITY

The amount payable under Death Benefit stated in Schedule shall be doubled or increased by HK\$1,000,000 whichever is the lower in the event of the Insured Person sustaining Bodily Injury resulting in death while

- a) travelling as a fare-paying passenger on board a public conveyance that is licensed to carry all persons indifferently and is not a contractor or private carrier including multi-engine aircraft, bus, coach, train, ship, hovercraft, ferry and taxi.
- b) being an innocent victim in a robbery or attempted robbery.
- c) being an innocent victim in a fire or explosion within the residential building where the Insured Person's Home forms part of it.

The amount payable under this Benefit for the Insured Person shall only apply to the original amount that is stated in the Schedule excluding any No Claim Bonus which may have subsequently accumulated.

## SECTION 5 - WORLDWIDE PERSONAL POSSESSIONS

### DEFINITIONS

"Valuables" means:-

Jewellery, items of gold, silver or other precious metals, watches, photographic equipment (including portable video cameras), binoculars, furs, musical instruments (excluding pianos), personalized cassettes and compact disc players.

### WHAT IS INSURED

We will cover You and Your Family in respect of Valuables and Personal Effects against any accidental physical loss or damage happening anywhere in the world.

## WHAT IS NOT INSURED

We will not cover:

- 1) Contact or corneal lenses;
- 2) Mobile / portable radio telecommunication equipment e.g. mobile / portable telephones and pagers;
- 3) Specially Held Items;
- 4) Theft
  - a) by deception unless deception is used to enter the Home;
  - b) from an unattended vehicle unless all windows are securely closed and all doors and the boot are locked;
  - c) from any open or convertible car, or a car with the sun roof left open;
  - d) of any pedal cycle away from the Home not securely locked at the time of loss;
- 5) Loss of or damage to any pedal cycle while being used for racing or reliability or time trials;
- 6) Deliberate or malicious acts committed by You or Your Family;
- 7) Excluded risks including:
  - a) Wear and tear;
  - b) Mildew, rot, corrosion, rust, gradual deterioration;
  - c) Insects, vermin;
  - d) Fungus, atmospheric conditions;
  - e) Cleaning, repairing, restoring;
  - f) Scratching or denting;
  - g) Domestic animals which You own or are in your custody, care or control;
  - h) Mechanical breakdown and/or malfunction of electrical appliances and computer equipment;
  - i) Inherent fault or defective workmanship, defective material or design;
  - j) Depreciation in value;
  - k) Mysterious disappearance or unexplained loss;
  - l) Loss of or damage to electrical equipment and wiring caused by artificially generated electrical current.

## OTHER BENEFITS PROVIDED

### 1) MONEY / CREDIT CARDS

We will pay for:

- i) money lost anywhere in the world under this extension up to HK\$2,500 per occurrence; and
- ii) losses due to unauthorised use of credit cards up to HK\$10,000 per occurrence.

Provided that You comply with all the terms and conditions under which the credit card is issued and report within 24 hours after discovery of all losses of money and/or credit cards to the Police and for loss of credit cards, additionally to the issuer of the credit cards and that your loss cannot be recovered from any other source.

### 2) PERSONAL DOCUMENTS

We will pay for the cost reasonably and necessarily incurred for applying for replacement of credit cards, passports and personal documents including identity card and any certificate of identity for You or Your Family following accidental loss of baggage or purse belonging to You or Your Family.

Any claim payment will not be more than HK\$1,000 in the aggregate during each Period of Insurance.

### 3) SPORTS EQUIPMENT

We will pay for loss of or damage to sports equipment up to HK\$2,500 in aggregate during the Period of Insurance unless specifically stated in the Schedule.

We will not pay for damage to sports equipment while in use.

## EXCESS

The first HK\$250 of each and every claim under Section 5 unless specifically mentioned.

## BASIS OF SETTLEMENT OF CLAIMS

- 1) A reinstatement settlement will be made.
- 2) An indemnity settlement basis will be applied if
  - a) claims are on clothing and furs;
  - b) You decide not to re-instate, repair or replace the lost and/or damaged item.
- 3) In the case of loss of or damage to any article or articles, whether scheduled or unscheduled, 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.

In the case of loss of or damage to any part of the insured property whether scheduled or unscheduled 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.
- 4) We will not pay more than HK\$5,000 for any individual single item unless specified in the Schedule.
- 5) The maximum amount We will pay under Worldwide Personal Possessions Section during the Period of Insurance is the Sum Insured shown on the Schedule plus the sub-limits on the "Other Benefits Provided" Sub-section.
- 6) If the property insured shall at the time of any event giving rise to a claim under this Policy be collectively of greater value than the sum insured thereon, then You shall be considered as being your own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Each item of this Policy shall be separately subject to this condition.

## SECTION 6 - DOMESTIC SERVANTS

### DEFINITIONS

"**Accident**" means: -

An accident or a series of accidents arising out of one event.

"**Domestic Servant**" means: -

The domestic helper(s) named in the Schedule who is legally employed by the Insured and is eligible for and covered by the insurance provided in this section.

"**Noise-Induced Deafness**" means:-

"Noise-Induced Deafness" has the same meaning as assigned to that expression in the Occupational Deafness (Compensation) Ordinance (Chapter 469 of the laws of Hong Kong).

"**Pneumoconiosis and Mesothelioma**" means:-

"Pneumoconiosis" and "Mesothelioma" have the same meaning as assigned to those expressions in the Pneumoconiosis and Mesothelioma (Compensation) Ordinance (Chapter 360 of the laws of Hong Kong).

"**The Ordinance**" means: -

Employees' Compensation Ordinance (Chapter 282 of the laws of the Hong Kong Special Administrative Region).

### EXCLUSIONS APPLICABLE TO THE WHOLE SECTION

We do not cover any event which is caused directly or indirectly by or which results from: -

- 1) intentional self-inflicted injury or suicide (whether felonious or not) or any attempt thereat whether sane or insane;
- 2) childbirth, pregnancy, miscarriage, abortion and all complications in connection therewith notwithstanding that such event may have been accelerated or induced by accident;
- 3) intoxication by alcohol, narcotics or drugs not prescribed by a legally qualified and registered medical practitioner and treatment in connection with drugs or alcohol;

- 4) Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof howsoever caused;
- 5) pre-existing condition for which the Domestic Servant had received medical treatment, diagnosis, consultation or prescribed drugs prior to this Period of Insurance. For the purpose of Items 2, 3, 4 and 5, no benefits shall be payable for Bodily Injury sickness or disease sustained prior to inception of the Domestic Servant's insurance and resulting in medical treatment received within three (3) consecutive months immediately before inception of the Domestic Servant's insurance, it being understood that if no medical treatment is incurred on such Bodily Injury sickness or disease within three (3) consecutive months immediately after inception of the Domestic Servant's insurance, benefits under these sections shall subsequently become effective;
- 6) all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
  - a) asbestos, or
  - b) any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

Unless otherwise specified in the Schedule, no coverage shall be provided for any Domestic Servant who is not aged between 16 and 65 during the Period of Insurance.

#### **EMPLOYEES' COMPENSATION COVER**

If any Domestic Servant in the Insured's immediate employ shall sustain Bodily Injury or death by Accident or Disease occurring during the Period of Insurance within the Geographical Area and arising out of and in the course of his/her employment by the Insured.

THE COMPANY WILL subject to Policy Limit of Indemnity and to the terms exclusions and conditions contained in or endorsed on this Policy (all of which are hereinafter collectively referred to as "the Terms of this Policy") indemnify the Insured against his/her legal liability in respect of such Bodily Injury or death under the Ordinance and independently of the Ordinance to pay compensation and damages and claimant's costs and expenses and also indemnify the Insured against costs and expenses incurred by or on behalf of the Insured with the Company's written consent in connection therewith.

PROVIDED THAT in the event of any change to the Ordinance during or subsequent to the Period of Insurance altering the legal liability of the Insured under the Ordinance the liability of the Company under this Policy shall be limited to such sums as the Company would have been liable to pay if the Ordinance had remained unaltered.

THE COMPANY WILL ALSO in the event of the death of the Insured indemnify the Insured's legal personal representatives in the Terms of this Policy in respect of liability incurred by the Insured provided that such legal personal representatives shall as though they were the Insured observe fulfil and be subject to the Terms of this Policy in as far as they can apply.

#### **POLICY LIMIT OF INDEMNITY**

- a) In respect of any Accident or Disease giving rise to a claim or claims against the Insured for which indemnity is provided under this Policy the Company's indemnity to the Insured including costs and expenses incurred by or on behalf of the Insured with the Company's written consent shall in the aggregate be limited to HK\$100,000,000 irrespective of the number of Domestic Servant who may sustain Bodily Injury or death consequent on or attributable to the same occurrence of Accident or Disease.
- b) In relation to any liability of the Insured in respect of a Disease contracted by the Domestic Servant due to the nature of his/her employment with the Insured during a period that extends over more than one policy Period of Insurance:
  - i) the aggregate of the Company's indemnity to the Insured under all insurance policies including costs and expenses incurred by or on behalf of the Insured shall not exceed the limit of indemnity of the insurance policy that was in force at the time the nature of the

Domestic Servant's employment to which such Disease was due first affected the Domestic Servant; and

- ii) subject to the limitation of paragraph (b)(i) hereof, the Company's indemnity to the Insured under this Policy including costs and expenses incurred by or on behalf of the Insured shall be limited to such proportion of the Insured's liability in respect of such Disease as that part of the Domestic Servant's period of employment falling within the Period of Insurance of this Policy bears to the total period of his/her employment to the nature of which such Disease was due.
- c) If the occurrence of any Accident or Disease results in indemnity hereunder to more than one Insured, the limitations of the Company's liability specified in paragraphs (a) and (b) hereof shall apply to the aggregate of indemnity to all insureds.
- d) At any time after the occurrence of any Accident or Disease giving rise to a claim or claims against the Insured for which indemnity is provided under this Policy the Company may pay to the Insured the full amount of the Company's liability specified in paragraph (a) or (b) hereof (after the deduction of any sums already paid) or any lesser amount for which such claim or claims can be settled and shall relinquish the conduct of any defence settlement or proceedings relating to such claim or claims and shall not thereafter be responsible for any compensation damages or costs in respect thereof or for any costs or expenses whatsoever incurred by the Insured after the Company shall have relinquished such conduct or for any loss damage or expenses caused to the Insured in consequence of any act or omission of the Company in connection therewith or of the Company relinquishing such conduct.

#### **TERRORISM CLAUSE / ENDORSEMENT**

Notwithstanding any provision to the contrary in this Policy or any endorsement thereto it is hereby agreed that in respect of any bodily injury or death by accident or disease ("the Loss") directly or indirectly caused by, resulting from or in connection with any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the Loss:

- a) the Policy Limit of Indemnity shall be such amount which the Company actually receives from the Government of the Hong Kong Special Administrative Region of the People's Republic of China ("the Government") pursuant to an Agreement for Provision of Facility between the Government and the Company under which the Government agreed to make available to the Company and other direct insurance companies authorized to underwrite employees' compensation insurance business in Hong Kong a facility to enable them to meet claims under employees' compensation insurance policies in respect of death and injury arising out of an event of terrorism ("the Facility Agreement");
- b) the Company will only be required to make payment after it has received from the Government (i) an approval letter confirming that the Company should settle the claim and (ii) payment under the Facility Agreement; and
- c) for the avoidance of doubt, the Company shall have no obligation to make payment if for whatever reason it does not receive payment from the Government under the Facility Agreement, whether or not due to the Government's contention that the Loss does not fall within the scope of the Facility Agreement or the Company's breach of the Facility Agreement or the Loss does fall within the Exceptions or any other conditions leading to no payment for the Loss of the Facility Agreement, or the Facility Agreement ceases in the event that the remaining balance under the Facility is exhausted or the termination of the Facility Agreement by the Government.

For the purpose of the above an act of terrorism means the use of force or violence or other means or the threat thereof, of any person or persons, whether acting alone or on behalf of or in connection with any organization or government, for political, religious, or ideological purposes with an intention to influence any government and/or to put the public, or any section of the public, in fear.

If the Company alleges that the Loss falls within the scope of this Endorsement, the burden of proving the contrary shall be upon the Insured.

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

Words and phrases in this Endorsement shall have the same meaning as in the Policy.

#### **Geographical Area**

Worldwide excluding USA and Canada.

#### **EXCLUSIONS APPLICABLE TO EMPLOYEES' COMPENSATION COVER**

The Company shall not be liable under this item in respect of:

- 1) any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- 2) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party;
- 3) any liability arising from Pneumoconiosis or Mesothelioma or Noise-Induced Deafness;
- 4) the Insured's liability to any person who is not an employee of the Insured within the meaning of the Ordinance;
- 5) any late payment surcharge fines penalties or punitive aggravated or exemplary damages for which the Insured may become liable under the Ordinance or independently of the Ordinance;
- 6) any injury by Accident or Disease where the Company has not been given sufficient notice of the institution of proceedings in a court or tribunal to enable the Company to be added as a party to the proceedings;
- 7) any injury by accident or disease sustained in the USA or Canada.

#### **COVER A (applicable if stated in the Schedule and only ITEM 1 falls under this cover)**

##### **ITEM 1) HOSPITAL & RELATED EXPENSES COVER**

We will indemnify You for

- 1) medical and surgical expenses incurred by the Domestic Servant whilst hospitalised up to HK\$5,000 for each Domestic Servant during the Period of Insurance;
- 2) Your contractual liability to repatriate your Domestic Servant to his/her country before the expiry of the Domestic Servant's contract due to
  - a) Death - the actual cost of returning the remains up to HK\$3,000 for each Domestic Servant;
  - b) Inability to complete the contract due to medical unfitness as certified by a registered medical practitioner up to HK\$3,000 for each Domestic Servant.

##### **EXCLUSIONS APPLICABLE TO ITEM 1**

We do not cover any event which is caused directly or indirectly by or which results from:

- 1) nervous or mental disease or disorder, venereal disease, congenital anomalies and deformities, infertility, sterilization, heart disease or cancer;
- 2) rest-cure or physical check-up;
- 3) cosmetic or plastic surgery unless to correct an injury for which this Policy covers;
- 4) vaccinations, immunisation, injections or preventive medication;
- 5) injury or illness sustained outside Hong Kong;
- 6) dental care or surgery unless due to injury;
- 7) pre-existing ailments.

#### **COVER B (applicable if stated in the Schedule and items 2 to 10 fall under Cover B)**

##### **ITEM 2) CLINICAL EXPENSES**

In the event the Domestic Servant requires medical treatment from a clinic for Bodily Injury or sickness, the Company will pay the necessary and reasonable expenses actually incurred (after deduction of any sums recovered or recoverable from all other sources) up to HK\$150 per visit per day for each Domestic Servant during the Period of Insurance, provided such treatment is received from a legally qualified and registered medical practitioner.

The Company will also pay the necessary and reasonable expenses actually incurred for treatment by bonsetter up to HK\$100 per visit per day and up to a maximum of HK\$500 per year for each Domestic Servant during the Period of Insurance, provided that such treatment is received from a licensed or registered bonsetter.

Total maximum amount payable under this benefit for each Domestic Servant is HK\$3,000 per year during the Period of Insurance.

##### **ITEM 3) SURGICAL AND HOSPITALISATION EXPENSES**

In the event the Domestic Servant while being a patient is confined in a hospital for surgery or treatment of Bodily Injury or sickness during the Period of Insurance, the Company will pay the necessary and reasonable expenses actually incurred up to:

- a) HK\$300 per day for room and board and other miscellaneous hospital services;
- b) HK\$10,000 per surgical operation;
- c) 25% of the amount payable under b) above for anaesthesia and its administration;
- d) 12.5% of the amount payable under b) above for use of the operating theatre.

The maximum amount payable under this item for each Domestic Servant is HK\$30,000 per year during the Period of Insurance.

##### **ITEM 4) SERVICE INTERRUPTION COVER**

If the Domestic Servant is confined in a hospital for more than one day as an in-patient for surgery or treatment of Bodily Injury or sickness causing loss or interruption of service to the Insured during the Period of Insurance, the Company will pay the Insured HK\$200 for each day of confinement. The maximum amount payable under this section for each Domestic Servant is HK\$6,000 per year during the Period of Insurance.

##### **EXCLUSIONS APPLICABLE TO ITEMS 2 - 4**

We do not cover any event which is caused directly or indirectly by or which results from:

- 1) nervous or mental disease or disorder, venereal disease, congenital anomalies and deformities, infertility, sterilization, heart disease or cancer;
- 2) rest-cure or physical check-up;
- 3) cosmetic or plastic surgery unless to correct an injury for which this Policy covers;
- 4) vaccinations, immunisation, injections or preventive medication;
- 5) injury or illness sustained outside Hong Kong.

##### **ITEM 5) DENTAL EXPENSES**

In the event the Domestic Servant requires oral surgery, treatment of abscesses, X-rays, extractions or fillings as a result of dental disease during the Period of Insurance, the Company will pay two-thirds of the necessary and reasonable expenses actually incurred, provided such treatment is received from a legally qualified and registered dentist.

The maximum amount payable under this item for each Domestic Servant is HK\$1,500 per year during the Period of Insurance.

## EXCLUSIONS APPLICABLE TO ITEM 5

We do not cover any event which is caused directly or indirectly by or which results from:

- 1) any routine examination, scaling, polishing or cleaning and crowning;
- 2) cost of any bridges, braces and dentures;
- 3) outside Hong Kong.

## ITEM 6) PERSONAL ACCIDENT BENEFITS

In the event the Domestic Servant sustains Bodily Injury during his or her rest days and during the Period of Insurance and such Bodily Injury is not covered by the Ordinance resulting in accidental death or permanent disablement occurring within twelve (12) months from the date of such accident, the following compensation shall be payable:

Accidental death	HK\$100,000
Loss of or permanent total loss of use of two or more limbs	HK\$100,000
Loss of sight of both eyes	HK\$100,000
Loss of or permanent total loss of use of one limb and loss of sight of one eye	HK\$100,000
Loss of or permanent total loss of use of one limb	HK\$ 50,000
Loss of sight of one eye	HK\$ 50,000

Loss of limb shall mean physical severance of a hand or foot at or above the wrist or ankle or an arm or leg at or above elbow or knee.

Loss of sight shall mean entire and irrecoverable loss of all sight.

The maximum amount payable under this item for each Domestic Servant is HK\$100,000 per year during the Period of Insurance.

## EXCLUSIONS APPLICABLE TO ITEM 6

We do not cover any event which is caused directly or indirectly by or which results from:

- 1) Bodily Injury occurring outside the rest days of the Domestic Servant;
- 2) the Domestic Servant engaging in or taking part in driving or riding in any kind of race or in any underwater activities involving the use of breathing apparatus;
- 3) Bodily Injury sustained outside Hong Kong.

## ITEM 7) REPATRIATION EXPENSES

The Company will pay the necessary and reasonable expenses actually incurred in repatriating the Domestic Servant or his/her mortal remains to the country of residence for the Insured's contractual liability to repatriate the Domestic Servant before the expiry of the Domestic Servant's term of employment under the following circumstances and conditions:

- i) in the event of serious sickness or Bodily Injury resulting in the Domestic Servant being certified by a legally qualified and registered medical practitioner as medically unfit to complete the term of contract of employment with the Insured provided that such repatriation shall be on a scheduled flight (economy class) and such repatriation shall include any transportation costs for ambulance transfer to and from the airport;
- ii) in the event of the Domestic Servant's death and such repatriation expenses shall include the Domestic Servant's post-mortem treatment and transportation of mortal remains to the airport nearest to the place of burial in the country of residence.

The maximum amount payable under this Item for each Domestic Servant is HK\$20,000 per year during the Period of Insurance.

## ITEM 8) REPLACEMENT HELPER EXPENSES

The Company will pay the necessary and reasonable expenses (except salary) actually incurred by the Insured to employ a new Domestic Servant in the event that the Insured repatriates the existing Domestic Servant or returns his/her mortal remains to his/her country of residence and a valid

claim is payable under Item 7 "Repatriation Expenses" of this section.

The maximum amount payable under this Item for each Domestic Servant is HK\$3,000 per year during the Period of Insurance.

## EXCLUSION APPLICABLE TO ITEMS 7 AND 8

The Company shall not be liable in respect of any repatriation or transportation of mortal remains originating outside Hong Kong.

## ITEM 9) FIDELITY GUARANTEE COVER

The Company will pay the Insured's pecuniary loss directly resulting from the act of fraud or dishonesty committed by the Domestic Servant provided that:

- i) the act of fraud or dishonesty must be committed during the Period of Insurance;
- ii) the act of fraud or dishonesty must be discovered during the Period of Insurance or within 30 days after the Policy expiry or within 30 days after death, dismissal or expiry of employment contract of the Domestic Servant, whichever is the sooner;
- iii) moneys due by the Insured to the Domestic Servant shall be deducted from any amount otherwise payable under this Benefit;
- iv) discovery of any act of fraud or dishonesty must be reported to the Police within 24 hours;
- v) it is the duty of the Insured to prove that his/her pecuniary loss is a direct result of the act of fraud or dishonesty committed by the Domestic Servant;
- vi) the maximum amount payable for each Domestic Servant is
  - a) HK\$3,000 for unauthorised telephone calls per year during the Period of Insurance;
  - b) HK\$10,000 per year during the Period of Insurance inclusive of a) above.

## ITEM 10) REPLACEMENT AND INSTALLATION COST OF MAIN DOOR LOCK OR METAL GATE LOCK

The Company will pay the necessary and reasonable expenses actually incurred for the replacement and installation of main door lock or metal gate lock following the termination of employment contract with the Domestic Servant during the Period of Insurance due to:

- 1) discovery of any act of infidelity of the Domestic Servant and a valid claim is payable under Item 9 "Fidelity Guarantee" of this section; or
- 2) serious sickness or Bodily Injury or death of the Domestic Servant resulting in repatriation and a valid claim is payable under Item 7 "Repatriation Expenses" of this section.

provided that the replacement and installation of the main door lock or metal gate lock must be undertaken within 7 days after the termination of employment contract and sufficient supporting documents of the termination of employment contract must be rendered and Police report (for 1) or medical report (for 2) must be provided to the Company.

The maximum amount payable under this Item for each Domestic Servant is HK\$500 per year during the Period of Insurance.

## WAITING PERIOD

A 14-day waiting period from the effective date of the insurance shall be applicable under Item 1) Hospital and Related Expenses Cover, Item 2) Clinical Expenses, Item 3) Surgical & Hospitalisation Expenses, Item 4) Service Interruption Cover and Item 5) Dental Expenses for each Domestic Servant during which no benefit shall be payable.

## CONDITION APPLICABLE TO THE WHOLE SECTION

- 1) Avoidance of Certain Terms and Right of Recovery

If the Company is obliged by the Ordinance to pay an amount for which the Company would not otherwise be liable under this Policy the Insured shall repay the amount to the Company.

2) Change in Risk

The Insured shall give immediate written notice to the Company of any material fact affecting this insurance which has come to the Insured's notice during the Period of Insurance including notice of any disease physical or mental defect or infirmity affecting the Domestic Servant.

3) Change in Domestic Servant

During the Period of Insurance, any new Domestic Servant replacing an existing Domestic Servant named in the Schedule shall be entitled to the same Benefits less any amount already paid in respect of loss or damage sustained by the existing Domestic Servant.

4) Proof of Loss

The Company shall be allowed at its own expense upon reasonable notice to the Insured to have a medical examination of the Domestic Servant from time to time or in the case of death upon reasonable notice to the Domestic Servant's legal personal representative to have a post-mortem examination of the body.

Death of the Domestic Servant shall be established by an official death certificate.

Any claim arising from death of the Domestic Servant shall be payable to his/her legal personal representative.

# Appendix : Home Assistance Services Terms and Conditions

---

## Definitions

### The Company

Shall mean MSIG Insurance (Hong Kong) Limited.

### The Service Provider

Shall mean the provider for emergency assistance services appointed by the Company.

### Member

Shall mean any person duly covered by the Home Insurance Policy of the Company.

The Service Provider shall provide the following services when the Member contacts then:

#### 1. Locksmith Referral

In the event the Member is locked out of his/her home, the Service Provider will provide referral information regarding locksmiths and if possible, their costs. The Service Provider will also assist the Member by arranging for a housecall.

#### 2. Plumber Referral

In the event that the Member's home plumbing is clogged or a leak has sprung, the Service Provider will provide the Member with referral information to plumbers and if possible, their costs. The Service Provider will also assist the Member in arranging for a housecall.

#### 3. Electrician Referral

In the event the Member needs electricians to provide services like installation and maintenance of electrical fittings, repair of the electrical system, the Service Provider will provide referral information regarding electricians and if possible, their costs. The Service Provider will also assist the Member in arranging for a housecall.

#### 4. Air-Conditioner Engineer Referral

In the event the air conditioner in the Member's home is not functioning, the Service Provider will provide referral information regarding an air conditioner engineer and their charges. The Service Provider will also assist the Member by arranging for a housecall.

#### 5. Pests Control Referral

In the event the Member requires assistance for pests control for his/her home, the Service Provider will provide referral information and their charges. The Service Provider will also assist the Member in arranging for a housecall.

#### 6. Home Cleaning Referral

In the event the Member requires assistance for home cleaning services, the Service Provider will provide referral information and their charges. The Service Provider will also assist the Member in arranging for a housecall.

#### 7. General Repair Assistance

Upon the request of a Member, the Service Provider will provide referral information for general repair assistance required for household problem like failure of electrical appliances and broken window.

#### 8. Babysitting / Nursing Assistance

When requested by the Member, the Service Provider will assist the Member by arranging for a registered nurse to provide nursing service at the Member's home. A baby sitter or domestic helper can also be sent to the Member's home to take care of the family during the Member's absence.

#### 9. Temporary Domestic Helper Assistance

In the event the Member has a tentative need of domestic helper, the Service Provider will provide the Member with referral information regarding temporary local domestic helper.

#### 10. Salvage Buyers Referral

Upon the request of the Member, the Service Provider will provide referral information regarding Salvage Buyers who can provide tenders for sale of Member's old or affected domestic items.

#### 11. Storage Services Referral

In the event the Member's home is under repair due to accidental loss or damage insured under the Contents Section, the Service Provider will provide referral information of temporary storage for the Member's furniture and belongings.

#### 12. Alternative Accommodation Referral

In the event the Member's home is inhabited due to accidental loss or damage insured under the Contents Section, the Service Provider will provide referral information of hotel services.

#### 13. Evaluators Referral

Upon the request of the Member, the Service Provider will provide referral information of evaluators to certify the market value of the Member's valuables.

The above services are purely on referral or arrangement basis only. All the costs incurred in using the services will be at the Member's own expenses. The use of the above services arranged by the Service Provider is at the Member's own accord. The Company shall not be responsible for any consequential damages arising out of Services referred by the Service Provider or be responsible or pay for any expenses incurred.

#### Territorial Limit

The above services are only available within the territory of the Hong Kong Special Administrative Region.

#### Request for Assistance

The Member shall call the Service Provider's Alarm Centre whose contact number is 3122 6899 and quote his/her name, the policy number.

#### Disclaimer

The Service Provider and the professionals to whom the Members are referred by the Service Provider are to be responsible for their own acts as independent contractors and are not employees, agents or servants of the Company. The Company shall not be responsible for any act or failure to act on the part of the Service Provider and these professionals such as, and not limited to, nurses, locksmiths and technicians.





**MSIG Insurance (Hong Kong Limited)**  
9/F Cityplaza One 1111 King's Road  
Taikoo Shing Hong Kong  
Tel: (852) 2894 0555 Fax: (852) 2890 5741  
Website: www.msig.com.hk

**Customer Services Hotline**  
Tel: (852) 3122 6922  
Office hours: 9:00am – 5:30pm  
(Mon – Fri, except public holidays)

## **EXCESS AND CLAUSES ATTACHMENT**

### **EXCESS UNDER HOUSEHOLD CONTENT SECTION**

NE – General Excess: HKD 250

SUBJECT TO THE EXCESS WORDING STATED IN THIS ATTACHMENT

### **EXCESS UNDER PUBLIC LIABILITY SECTION**

WD – Third Party Property Water Damage Excess: HKD 3,000

SUBJECT TO THE EXCESS WORDING STATED IN THIS ATTACHMENT

### **EXCESS UNDER BUILDING SECTION**

NE – General Excess: HKD 250

WE – Water Damage Excess: HKD 1,000 OR 10% OF LOSS WHICHEVER IS GREATER

SUBJECT TO THE EXCESS WORDING STATED IN THIS ATTACHMENT

### **EXCESS WORDINGS**

NE – General Excess

It is hereby noted and agreed that the Company shall not be liable for the first specified amount (as in this attachment) in respect of each and every loss.

WD – Third Party Property Water Damage Excess

It is hereby noted and agreed that the Company shall not be liable for the first specified amount (as in this attachment) in respect of each and every third party property water damage claim.

WE – Water Damage Excess

It is hereby noted and agreed that the Company shall not be liable for the first specified amount or percent of loss (as in this attachment) in respect of any one claim caused by water damage.

### **CLAUSE ATTACHMENT (applicable to those who have taken out Building Cover for their mortgaged premises)**

A13 Mortgagee Clause



**MSIG Insurance (Hong Kong Limited)**  
9/F Cityplaza One 1111 King's Road  
Taikoo Shing Hong Kong  
Tel: (852) 2894 0555 Fax: (852) 2890 5741  
Website: www.msig.com.hk

**Customer Services Hotline**  
Tel: (852) 3122 6922  
Office hours: 9:00am – 5:30pm  
(Mon – Fri, except public holidays)

Loss, if any, under this policy shall be payable to the Mortgagees or Assignees of mortgagee interest (as specified in the schedule) 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 only 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, alternation or increase shall come to their knowledge, and on demand shall pay to the Company the appropriate additional premium from the time when such increase of risk first took place.

And it is further agreed that whenever the Company shall pay the Mortgagees or said Assignees any sum for loss or damage under this policy, and shall claim that as to the Mortgagor or Owner no liability therefore existed the Company shall at once be legally subrogated to all rights of the Mortgagees or said Assignees to the extent of such payment and the Mortgagees or said Assignees shall do and execute all such further or other acts, deeds, transfers, assignments, instruments and things as may be necessary or be reasonably required by the Company for the purpose of better effecting such subrogation, but such subrogation shall not impair the right of the Mortgagees or said Assignees to recover the full amount of their claim.

Provided that as between the Company and the Mortgagor or Owner of the property insured nothing contained in this clause shall in any way constitute or be deemed to constitute any waiver of, or prejudice or affect any rights which the Company may have against the Mortgagor or Owner of the property insured, or lessen any obligations which may be imposed on the Mortgagor or Owner of the property insured either by or under this policy or by law, and such rights and obligations shall as between the Company and the Mortgagor or Owner of the property insured remain in full force and effect.

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

## Appendix: Notice to customers relating to the Personal Data (Privacy) Ordinance ("the Ordinance")

MSIG Insurance (Hong Kong) Limited ("MSIG", "we" or "us") would ask that you take the time to read this privacy policy carefully. In case of discrepancies between the English and Chinese versions of this statement, the English version shall prevail.

### **PRIVACY POLICY**

MSIG takes your privacy very seriously. To ensure your personal information is secure, we communicate and enforce our privacy and security guidelines according to the relevant laws and regulations. MSIG takes precautions to safeguard your personal information against loss, theft, and misuse, as well as against unauthorised access, disclosure, alteration, and destruction. Furthermore, we will not sell your personal information to anyone for any purposes. MSIG imposes very strict sanction control and only authorised staff on a need-to-know basis are given access to or will handle your personal data, and we provide regular training to our staff to keep them abreast of any new developments in privacy laws and regulations.

We will only retain your personal data in our business records for as long as it is necessary for business and tax purposes as permitted by the laws. We will require our agent, contractor or third party who provides administrative or other services on our behalf to protect personal data they may receive in a manner consistent with this policy. We do not allow them to use such information for any other purposes. If you have any questions or inquiries regarding our privacy policy, please feel free to contact us.

We may amend this Privacy Policy at any time and for any reason. The updated version will be available by following the 'Privacy Policy' link on our website homepage at [www.msig.com.hk](http://www.msig.com.hk). You should check the Privacy Policy regularly for changes.

### **Personal Information Collection Statement**

Personal information is data that can be used to uniquely identify or contact a single person. As our customers, it is necessary from time to time for you to supply us with your personal data in relation to the general insurance services and products ("the Product") that we provide to you and in order for us to deliver and improve the customer service. This includes but not limited to the personal data contained in the proposal form or in any documents in relation to the Product or any claim made under the Product.

Your personal data may be used for **obligatory purpose** or **voluntary purpose**. If personal data are to be used for an obligatory purpose, you **MUST** provide your personal data to MSIG if you want MSIG to provide the Product. Failure to supply such data for obligatory purpose may result in MSIG being unable to provide the Product.

The **obligatory purposes** for which your personal data may be used are as follows:-

- processing and evaluating your insurance application and any future insurance application you may make;
- our daily operation and administration of the services and facilities in relation to the Product provided to you;
- variation, cancellation or renewal of the Product;
- invoicing and collecting premiums and outstanding amounts from you;
- assessing and processing claims in relation to the Product and any subsequent legal proceedings;
- exercising any right of subrogation by us;
- contacting you for any of the above purposes;
- other ancillary purposes which are directly related to the above purposes; and
- complying with applicable laws, regulations or any industry codes or guidelines.

The **voluntary purposes** for which your personal data may be used are any sales, marketing, promotion of other general insurance services and products provided by MSIG. The personal data we intend to use for voluntary purposes are your name, your address, your phone number and email address. We cannot use your personal data for voluntary purposes without your consent.

If you do not wish MSIG to use your personal data for the voluntary purposes listed above,  you should tick the box on the right and send us a copy of this Notice at the address listed below together with the required information which are necessary for us to process your opt-out request. You may also notify us by sending an email to 'dpo@hk.msig-asia.com'. In your notification, you must supply the same required information as listed below.

<b>To enable us to process your opt-out request, please provide us below information and send to: The Data Protection Officer at 9/F, Cityplaza One, 1111 King's Road, Taikoo Shing, Hong Kong.</b>	
<b>Full Name:</b>	
<b>Contact Number:</b>	
<b>HKID Number:</b>	<i>(for identification purpose)</i>
<b>Policy / Certificate / Acknowledgement Number (if you have one):</b>	
<b>NOTE: This instruction will override all previous instructions relating to direct marketing that have been given to MSIG.</b>	

In connection with any of the above purposes, the personal data that we have collected might be transferred to:

- third party agents, contractors and advisors who provide administrative, communications, computer, payment, security or other services which assist us to carry out the above purposes (including medical service providers, emergency assistance service providers, telemarketers, mailing houses, IT service providers and data processors);
- in the event of a claim, loss adjudicators, claims investigators and medical advisors;
- reinsurers and reinsurance brokers;
- your insurance broker;
- our legal and professional advisors;
- our related companies as defined in the Companies Ordinance;
- the Hong Kong Federation of Insurers (or any similar association of insurance companies) and its members;
- the Insurance Claims Complaints Bureau and similar industry bodies; and
- government agencies and authorities as required or permitted by law.

In order to confirm the accuracy of your personal data, you agree to provide us with authorisation to access to and to verify any of your personal data with the information collected by any federation of insurance companies from the insurance industry.

Under the relevant laws and regulations, you have the right to request access to and to request correction of your personal data held by us. If you wish to exercise these rights, please write to our Data Protection Officer at 9/F Cityplaza One, 1111 King's Road, Taikoo Shing, Hong Kong.

If you have any enquiries or require assistance with this Personal Information Collection Statement, please call us at (852) 3122 6922.

## 附錄：致各客戶有關個人資料（私隱）條例（“條例”）通知書

三井住友海上火災保險（香港）有限公司（下稱「三井住友保險」、「我們」或「本公司」）請您仔細閱讀下列條款與條件。如此聲明的英文版本與中文版本內容有歧異，將以英文版本為準。

### 私隱政策

三井住友保險極為重視您的私隱。為了保障您的個人資料，我們以有關法例及規例為準則，向公司內部傳達並執行我們定立之私隱及保障指引。三井住友保險採取預防措施以保障您的個人資料免遭受遺失、盜竊、誤用，以及在未經許可之情況下被取用、洩露、更改及破壞。此外，我們均不會出售您的個人資料給任何人。三井住友保險嚴格執行認可管制，只容許獲授權之職員在必需要的情況下，取用或處理您的個人資料。我們會向職員定期提供培訓，確保他們知悉任何有關私隱法律及規例的新發展。

我們只會在法律容許並必需用於業務及稅務用途之情況下，保留您的個人資料作為我們的業務記錄。我們會向以本公司之名義提供行政或其他服務之代理、承辦商或第三者，要求他們遵循本政策保護有可能收到的個人資料。本公司不會容許他們使用有關資料於任何其他目的。如您對我們的私隱政策有任何疑問，歡迎聯絡我們查詢。

我們可能不時修改此範本。修改後的範本可於本公司網頁 [www.msig.com.hk](http://www.msig.com.hk) 下載。您應定期查閱此範本所修改的內容。

### 個人資料收集聲明

個人資料是可以用作獨立識別或聯絡個別人士之數據。貴為我們的客戶，您須向我們不時供給與我們提供之一般保險服務及保單產品（下稱「保單」）相關的個人資料，讓我們可向您提供客戶服務及改善服務質素。當中包括但不限於您在申請表填寫或任何與保單有關之文件上或任何透過保單索償上所載之個人資料。

您的個人資料可被用於**強制性**或**自願性**用途。如個人資料是用於強制性用途，而您希望三井住友保險提供有關保單，則您必須向三井住友保險提供有關個人資料，否則三井住友保險將不能向您提供有關保單。

您的個人資料可被用於以下**強制性**之用途：

- 處理及審批您的保險申請或您將來提交的保險申請；
- 向您提供與保單及核保相關之日常運作及行政用途；
- 保單之更改、取消或續保用途；
- 發出繳交保費通知及向您收取保費及欠款；
- 評估及處理透過保單索償及任何繼後法律訴訟之用途；
- 由本公司行使代位權利之用途；
- 就以上用途聯絡您；
- 其他與上述用途有直接關係的附帶用途；及
- 遵循適用法律，條例及業內守則及指引。

而**自願性用途**則指任何三井住友保險提供的其他一般保險服務及保單產品之銷售、市場營銷及推廣。用作自願性用途之個人資料則為您的姓名、地址、電話號碼及電郵地址。未獲您同意之前我們並不能使用您的個人資料作自願性用途。

如您不欲 三井住友保險將您的個人資料用作上述自願性用途，您應於右列方格加上剔號並   
將此通告之副本連同您要求拒絕服務所必須提供的資料（詳情如下）郵寄至下列地址。  
您亦可選擇以電郵方式將您的要求連同所需的個人資料（詳情如下）電郵至“[dpo@hk.msif-asia.com](mailto:dpo@hk.msif-asia.com)”。

為讓我們能夠處理您以上提出的拒絕服務之請求，請提供以下資料並寄至三井住友海上火災保險（香港）有限公司的資料保護主任：香港太古城英皇道 1111 號太古城中心第一期 9 樓。

姓名：

聯絡電話：

香港身份證號碼： (作識別之用)

保單號碼 / 證書編號 / 確認編號 (如適用)：

附註:此拒絕服務要求將會取代您先前給予三井住友保險一切關於直接促銷的指示。

就任何上述的用途，我們所收集的個人資料可能會被轉移至：

- 向我們提供行政、通訊、電腦、付款、保安及其他服務的第三方代理、承包商及顧問（包括：醫療服務供應商、緊急救援服務供應商、電話促銷商、郵寄及印刷服務商、資訊科技服務供應商及數據處理服務商）；
- 處理索賠個案的理賠師、理賠調查員及醫療顧問；
- 再保公司及再保經紀；
- 您的保險經紀；
- 我們的法律及專業業務顧問；
- 我們的關連公司（以《公司條例》內的定義為準）；
- 香港保險業聯會（或同類的保險公司聯會）及其會員；
- 保險索償投訴局及同類的保險業機構；
- 法例要求或許可的政府機關。

為了確保您的個人資料之準確性，您同意授權本公司查閱並核實任何由保險業界內保險公司聯會所收集有關您的個人資料。

根據有關法例及規例，您有權查閱及更正本公司所持的任何載有您的個人資料之記錄。如您欲行使以上權利，可以書面形式投寄至香港太古城英皇道 1111 號太古城中心第一期 9 樓三井住友海上火災保險（香港）有限公司，通知本公司的資料保護主任。

如您對此個人資料收集聲明有任何疑問或須協助，請致電(852) 3122 6922 與我們聯絡。