

i-Home Protection Insurance

The proposal and declaration made by You shall be the basis of this contract. You are 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.

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

Please examine this document and the Schedule, and if they do not meet your requirements, or if any information is not correctly stated, kindly return the documents at once to the office which issued them and ask for the corrections to be made.

Please do not hesitate to contact your insurance broker/agent or Us if You are in any doubt. We are always happy to assist on all insurance enquiries You may have.

DEFINITIONS

Certain words in the Policy have special meanings. These meanings are given below. Whenever these words are used, this is what they mean.

"Contents" means:-

all your furniture, furnishings, home appliances and Personal Effects including household appliances hired by You or Your Family, Valuable Property, Money and Household Improvements but excluding:

- motor vehicles (other than lawnmower and pedestrian controlled gardening implements for home use only), motorcycles, caravans, trailers or their spare parts and accessories when on them;
- livestock, pets and animals;
- growing crops and plants;
- watercraft (other than hand-propelled), hovercraft, boats and outbound motors or their spare parts and accessories;
- aircraft or any aerial or spatial device and their accessories and spare parts including satellite antennae;
- mobile/portable radio telecommunication equipment (e.g. mobile / portable telephones and pagers), tablet computers;
- property in the course of removal or transit;
- Specially Held Items;
- 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;
- personal documents;
- Contents on roof or in open area.

"Excess" means:-

the first amount of any claim which You must bear as You are not insured for this amount.

"Geographical Limits" means:-

- Hong Kong
- 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.

"Home" means:-

the private dwelling, house, apartment or flat solely for domestic use, being constructed of bricks, stone and concrete, roofed with concrete, located at the Situation stated in the Schedule.

"Hong Kong" means:-

the Hong Kong Special Administrative Region of the People's Republic of China.

"Household Improvements" means:-

improvements and betterments on walls, windows, ceiling, floors and doors made by You within your Home.

"Money" means:-

cash, cheques, postal orders, bankers drafts, travel tickets, saving certificates, current postage stamps, gift tokens, all held for social or domestic purposes.

"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.

"Personal Effects" means:-

articles of personal use specifically designed to be worn or carried, belonging to You or any member of Your Family. It does not include Valuables or Money.

"Schedule" means:-

the document attached to this Policy containing details specific to You including the your name, address, location of risk and the Sum Insured / Limit of Indemnity / Limit of Liability.

"Specially Held Items" means:-

- items which are held or used in connection with any profession, business or employment, or
- items which are insured under a separate policy.

"Valuable Property" means:-

jewellery, items of gold, silver or other precious metals, items of crystal and precious stones, collection of stamps, coins or medals, watches, photographic equipment, binoculars, works of art, Chinaware, curios, furs, musical instruments (excluding pianos).

"Valuables" means:-

jewellery, items of gold, silver or other precious metals, watches, photographic equipment (including portable video cameras), binoculars, furs, musical instruments (excluding pianos).

"We / the Company / Us" means:-

MSIG Insurance (Hong Kong) Limited.
(with "our" being the possessive noun for We as defined)

"You / the Insured" means:-

the person named as Insured in the Schedule, for whom this insurance has been arranged.
(with "your" being the possessive noun for You as defined)

"Your Family" means:-

Your spouse, children, parents and relatives normally living with You.

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.

SECTION 1 - HOUSEHOLD CONTENTS

WHAT IS INSURED

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

WHAT IS NOT INSURED

We do not cover:-

1. loss or damage caused by, resulting from or in connection with: -
 - 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 by You or Your Family;
 - 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 employees of You or Your Family;
 - 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) pressure waves caused by aircraft or other aerial devices;
 - p) seepage of water unless caused by typhoon, windstorm or rainstorm;
 - q) change in temperature, colour, flavour, texture or finish;
 - r) action of light, atmospheric or climatic conditions;
 - s) loss of Money not reported to the police within 24 hours of discovery.
2. 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.
3. loss of or damage to any insured Contents which is also insured under Section 3 – Worldwide Personal Possessions.

LIMITATION OF COVER

If the Home 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 about the Home.

EXCESS

We will not be liable for the first HK\$250 of each and every claim under this Section unless specifically mentioned.

BASIS OF SETTLEMENT OF CLAIMS

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

- 1) HK\$15,000 for any one piece, set or collection of Valuable Property (other than collection of stamps, coins and medals), subject to an aggregate limit of one-third of the Sum Insured as shown in the Schedule during each Period of Insurance.
- 2) HK\$1,000 for any one occurrence in respect of Money, or any collection of stamps, coins or medals and 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 Contents items (other than those mentioned in item 1 and 2).

If an item is partially damaged and can be economically repaired, settlement of claims shall be made by repair.

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 economically repaired. We will at our option replace such property with a new item of similar quality but not better or pay the cost of such replacement whichever is the less without any deduction for wear and tear or depreciation.

In case of loss of or damage to any item or items, whether specified or unspecified in the Schedule, which form(s) part of a pair, a set or a collection of the insured property, We will not be liable to pay more than the value of that part(s) lost or damaged regardless of any special value which the parts together may have as a pair, a set or a collection, and in any event not more than a proportionate part of the sum on the pair, set or collection. Under no circumstances such loss or damage shall be construed to mean total loss of the pair, the set or the collection.

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

OTHER BENEFITS PROVIDED

1) ALTERNATIVE ACCOMMODATION

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

We will not pay more than HK\$1,500 per day and HK\$50,000 in the aggregate during each Period of Insurance.

2) LOCK

We will pay the reasonable cost incurred for the replacement and installation of windows and external door locks and/or keys of your 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.

3) FROZEN FOOD & DRINKS

We will pay the cost of replacing food and drinks which are spoilt in your deep freezer 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.

We will not pay more than HK\$5,000 for any one claim and in the aggregate during each Period of Insurance.

4) TEMPORARY REMOVAL

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

We will not pay more than HK\$50,000 for any one claim and in the aggregate during each Period of Insurance.

5) HOUSEHOLD REMOVAL

We will cover accidental loss of or damage to the 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.

We will not pay more than HK\$10,000 for any one item and HK\$100,000 in the aggregate during each Period of Insurance.

6) LANDSLIP & SUBSIDENCE EXTENSION

This Policy is extended to cover:-

loss of or damage to the Contents directly caused by subsidence of the site or landslide, 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 landslide.
- iii) unless otherwise specifically insured, the cost of removal of subsidence and/or landslide debris or the making good of the site following subsidence and/or landslide except in so far as is necessary to repair the 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% 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.

LIMIT OF INDEMNITY

The maximum amount We will pay under this Section during the Period of Insurance is the Sum Insured shown on the Schedule and such amount is inclusive of all claim payment made under "Other Benefits Provided" as stated herein.

SECTION 2 - PERSONAL LIABILITY

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) 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

We do not cover any liability in respect of: -

- 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 specified in the Schedule;
- 4) loss of or damage to property being that part of the property or building on which You or any employee 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, aircraft or watercraft;
- 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, repairs, pest control, disinfection or home cleaning by independent contractor(s) at your Home;
- 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.

TENANT'S LIABILITY EXTENSION

We will also cover your legal liability arising out of or in connection with damage caused by or resulting from fire, explosion, storm and typhoon:-

- i) to your Home or part thereof not belonging to You but whilst under your occupation
- ii) to the Contents of your Home or part thereof not belonging to but in charge of / by You or under your control but in no case is your legal liability as bailee is included.

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.

SECTION 3 - WORLDWIDE PERSONAL POSSESSIONS

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) loss or damage not reported to local police authority in person within 24 hours of discovery;
- 2) contact or corneal lenses;
- 3) mobile / portable radio telecommunication equipment (e.g. mobile / portable telephones and pagers), tablet computers;
- 4) Specially Held Items;
- 5) 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;
- 6) loss of or damage to any pedal cycle while being used for racing or reliability or time trials.
- 7) deliberate or malicious acts by You or Your Family.
- 8) excluded risks including:-
 - a) wear and tear;
 - b) mildew, rot, corrosion, rust, gradual deterioration;
 - c) insects, vermin;
 - d) fungus, atmospheric or climatic conditions, action of light;
 - 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;
 - m) loss of or damage to sports equipment while in use or being left unattended;
 - n) change in temperature, colour, flavour, texture or finish.
- 9) detention, seizure or confiscation by customs or other officials.

EXCESS

We will not be liable for the first HK\$250 of each and every claim under this Section 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 reinstate, repair or replace the lost and/or damaged item.
- 3) In case of loss of or damage to any item or items, whether specified or unspecified in the Schedule, which form(s) part of a pair or a set of the insured property, We will not be liable to pay more than the value of that part(s) lost or damaged regardless of any special value which the parts together may have as a pair or set, and in any event not more than a proportionate part of the sum on the pair or set. Under no circumstances, such loss or damage shall be construed to mean total loss of the pair or the set.
- 4) We will not pay more than HK\$5,000 for any single item unless specified in the Schedule.
- 5) 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.

OTHER BENEFITS PROVIDED

1) CREDIT CARDS

We will pay for losses due to unauthorised use of credit cards up to HK\$10,000 per occurrence and in the aggregate during each Period of Insurance.

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 credit cards to the Police and the issuer of the credit cards and that your loss cannot be recovered from any other source.

2) PERSONAL MONEY

We will cover loss of Money belonging to You or Your Family anywhere in the world, arising from robbery or theft involving forcible, violent and visible means. However, We will not pay more than HK\$2,500 any one occurrence and in the aggregate during each Period of Insurance.

We do not cover:-

- (i) loss or damage not reported to local police authority in person within 24 hours of discovery;
- (ii) loss caused by depreciation or confiscation;
- (iii) shortage due to error or omissions;
- (iv) loss or damage which can be recovered from any other sources;
- (v) loss or damage to items specifically insured under separate insurance policy or separate section of this Policy.

3) PERSONAL DOCUMENTS

We will pay You or Your Family for the cost reasonably and necessarily incurred for replacement of credit cards, passports and personal documents including identity card and any certificate of identity accidentally lost or damaged anywhere in the world.

We will not pay more than HK\$1,000 for any one occurrence and in the aggregate during each Period of Insurance.

4) SPORT EQUIPMENT

We will pay for loss of or damage to sports equipment anywhere in the world up to HK\$2,500 in aggregate during the Period of Insurance unless specifically stated in the Schedule, but We do not cover:

- (a) damage to or loss of sports equipment while in use or being left unattended;
- (b) theft of any pedal cycle away from the Home not securely locked at the time of loss.

LIMIT OF INDEMNITY

The maximum amount We will pay under this Section is HK\$10,000 per occurrence and HK\$100,000 in aggregate during the Period of Insurance. Such amount is inclusive of all claim payment made under "Other Benefits Provided" as stated herein.

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
 - 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.

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 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 exclusion 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 exclusion 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

- 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 exclusion 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) Section 1 – Household Contents
- b) Section 3 – Worldwide Personal Possessions

This exclusion does not apply in respect of Section 2 – Personal Liability.

DEFINITION

For the purpose of this exclusion 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, United Kingdom, United States of America and/or any other applicable national economic or trade sanction law or regulations..

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) The due observance and fulfillment of the terms, conditions and exclusions of the Policy by You, your representative and the Insured shall be conditions precedent to the Company to make payment or to provide indemnity under this Policy
- 2) It is a condition precedent to our liability that at the time of effecting this Policy, You and Your Family are not aware of any circumstances which is likely to give rise to a claim.
- 3) CHANGE IN RISK
During the Period of Insurance, You must advise Us of any change made to your Home including but not limited to the contract work carried at your Home, any permanent move of the Home, or in circumstances which would increase the possibility of loss and pay necessary additional premium due if required.
- 4) PREVENTION OF LOSS
You and Your Family must comply with all statutory obligations and take all reasonable steps to:
 - a) prevent loss, damage or injury, and
 - b) maintain any insured property in good condition and sound repair.

5) RECKLESS OR WILFUL ACT

You or Your Family must not cause or facilitate loss to the insured property or its Contents or injury or liability by any reckless, wilful malicious, criminal or unlawful act. If this obligation is not fulfilled, We may decline any claim You make.

6) UNOCCUPIED HOME

You must tell us and have our acknowledgement in writing if your Home is to be unoccupied for more than 30 consecutive days. If this obligation is not fulfilled, We may decline any claim You make.

7) 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/or 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 do 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, 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.

8) MISREPRESENTATION

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

9) SALVAGE

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

10) WAIVER OF CLAIM

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.

11) 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.

12) OTHER INSURANCE

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.

13) 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.

14) CANCELLATION OF THE POLICY

a) BY YOU

You may cancel this Policy by writing to Us. If You do, We will refund based on short-term rate subject to a minimum premium of HK\$500, provided no claim has arisen during the current Period of Insurance.

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 return You the unused part of the premium on pro-rate basis.

15) JURISDICTION CLAUSE

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

16) GOVERNING LAW

The Policy is subject to the exclusive jurisdiction of Hong Kong and is constructed according to the laws of Hong Kong.

17) 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.

i-Home 家居保險

(本中文譯本是有關保險單之意譯本，旨在協助「閣下」閱讀有關保險單內容，本中文譯本並不是亦不應被視為保險單之一部份或在闡釋保險單內任何條文時有任何影響力。)

本保單連同一併附奉的「承保表」及日後增訂的背書應視為一完整之文件，是「閣下」及「本公司」之間的保險合約，本保單期滿後可以續訂。

本保單是以「閣下」向「本公司」提供的資料作為依據。假如「閣下」作出的任何聲明或當中部份並非全部屬實及坦率說明一切事實，「本公司」可拒絕就本保單承保的事項作出賠償。

敬請詳閱本保單及「承保表」。如內容不符合「閣下」的保險要求，或任何資料錯誤，請立刻把文件退回，以便更改。

如閣下對任何事項存疑，請與「閣下」的保險顧問／保險代理或「我們」聯絡查詢，「我們」隨時樂意協助「閣下」解決任何關於保險的疑難。

一般詞彙解釋

本保單內某些詞語，在文內一律如下闡釋。

「家居物品」是指：—

傢具、家居陳設、家庭電器及「個人物品」(包括「閣下」或「閣下的家庭成員」租用的家庭電器)、「貴重財物及珍藏品」、「金錢」及「家居裝修」，惟以下物品除外：—

- 汽車(剪草機及由個人操控的家居園藝工具則除外)、電單車、拖車、托架或放置在其上之零件及配件；
- 牲口、寵物及動物；
- 培植中的農作物及植物；
- 船(手動除外)、氣墊船、船隻、外置發動機或其零件及配件；
- 飛機或任何飛行或航天裝置，以及此等裝置的配件及零件，包括衛星天線；
- 流動／手提無線電訊器材(例如流動／手提電話及傳呼機)、平板電腦；
- 搬運或運送途中的物件；
- 「特別物品」；
- 菲林底片、錄影帶、卡式盒帶、唱碟、影碟或磁碟如有遺失或損毀，有關賠償只會按尚未使用的空件價值計算，若購買時已載有預錄內容，則「本公司」會以市場最新的售價作為最高會賠償額；
- 個人文件；
- 位於屋頂或露天地方的「家居物品」。

「自負額」是指：—

「閣下」就每次索償時必須自行承擔的金額。

「地理區域界限」是指：—

- 「香港」
- 世界各地，惟每次不得逗留超過連續 60 天。於本條文而言，逗留指從「香港」出發的來回旅程。

「家居」是指：—

於「承保表」所載之建築物、以磚頭、石頭及混凝土建築、蓋有混凝土屋頂及只作居住用途的住宅單位、寓所或獨立房屋。

「香港」是指：—

中華人民共和國香港特別行政區。

「家居裝修」是指：—

「閣下」對「家居」的牆壁、門窗、天花、地板所進行的裝修及改善工程。

「金錢」是指：—

作社交用途或自用的現金、支票、匯票、銀行本票、車船或飛機票、存款證、通用郵票、禮券。

「保險期」是指：—

指「承保表」訂明、「本公司」已同意接受而「閣下」已繳付或同意繳付適當保費的期限。

「個人物品」是指：—

屬於「閣下」或「閣下的家庭成員」，特別供個人穿戴的物品。惟不包括「貴重物品」及「金錢」。

「承保表」是指：—

「本公司」發予「閣下」的附表，並訂明「閣下」姓名、地址、風險地點及投保額／賠償限額。

「特別物品」是指：—

- 因任何專業工作、商業事務或職業而持有或使用的物品；或
- 已另行投保的物品。

「貴重財物及珍藏品」是指：—

珠寶、黃金、銀或其他貴重金屬、水晶及寶石、珍藏郵票、錢幣或徽章、腕錶、攝影器材、望遠鏡、藝術品、瓷器、古玩、皮草、樂器(鋼琴除外)。

「貴重物品」是指：—

珠寶、黃金、銀或其他貴重金屬、腕錶、攝影器材(包括手提攝錄機)、望遠鏡、皮草、樂器(鋼琴除外)。

「本公司／我們」是指：—

三井住友海上火災保險(香港)有限公司。

(其中「我們的」是「我們」定義下之所有格名詞)

「閣下／受保人」是指：—

「承保表」中所載為「受保人」，其並獲得保險之安排。

(其中「閣下的/閣下之」是「閣下」定義下之所有格名詞)

「閣下的家庭成員」是指：—

與「閣下」一起居住之配偶、子女、父母及家屬。

更改保單

如「我們」有必要更改保單上的條款，「我們」會把通知書送至「閣下」最後為「本公司」知悉的地址，而更改的條款將以通知書簽發日期起計 7 七天後生效。

第一部份 - 家居物品保障

承保事項

除非損失成因乃本保單訂明的不承保事項，否則如「閣下」和「閣下的家庭成員」的「家居物品」在「家居」內蒙受任何不可預見、突發、意外的實際損失或損毀，「本公司」便會提供保障。

不承保事項

「本公司」並不承保：-

- 1) 由以下事故導致或引致或與以下事故相關的損失或損毀：-
 - a) 損耗；
 - b) 霉菌、腐壞、腐蝕、生銹、逐漸老化；
 - c) 昆蟲、害蟲；
 - d) 清潔、修理及修補；
 - e) 刮花或撞凹；
 - f) 「閣下」擁有、照顧或管理的家養動物所；
 - g) 電器及電腦失靈或機件故障；
 - h) 固有缺陷或工藝瑕疵、物料或設計缺陷；
 - i) 離奇失蹤或無法解釋的損失；
 - j) 「閣下」或「閣下的家庭成員」故意或蓄意造成的損失或損毀；
 - k) 人工電流導致的電器及電線損失或損壞；
 - l) 「閣下」、「閣下的家庭成員」或「閣下」或「閣下的家庭成員」的僱員不忠誠或不誠實行為所導致的損失；
 - m) 山泥傾瀉、地陷或天然腐蝕；
 - n) 因泥土移動或地下水壓力而引致地面下沉或出現裂縫、地基收縮或擴張；
 - o) 飛機或其他飛行裝置產生的壓力波；
 - p) 滲水事故 (由颱風、暴風或暴雨引致的則除外)；
 - q) 溫度、顏色、氣味、質感或光潔度等變化；
 - r) 光線、大氣及氣候現象；
 - s) 於發現損失「金錢」後 24 小時內仍未向警方報案。
- 2) 因污染或沾污物所導致的損失、損毀或損壞的費用及開支，除非遭損毀或損壞的投保物件乃因本保單所承保危險引起污染或沾污物導致則例外。
- 3) 任何同時受保於本保單「第三部份 - 全球個人財物保障」的「家居物品」的損失或損毀。

限制條款

如「家居」並非由「閣下」及「閣下的家庭成員」所居住，「本公司」只會就「家居」內、外或周圍發生的火警、爆炸、雷電、地震、颱風、暴風、水災、勞工事件、暴動、飛機及其他飛行裝置或航天裝置或從其下墜的物品、盜竊、車輛、馬匹或牛隻撞擊、任何排水系統或裝置排放、溢水或漏水招致的損失作出賠償。

「自負額」

除非另有訂明，「本公司」就本部份將不會賠償每宗及每次索償的首港幣 250 元。

賠償準則

「本公司」可選擇以維修、重置、賠款或重新更換受損物品的方式作出賠償。除非「承保表」另有訂明，否則「本公司」的賠償不會超過以下最高限額：-

- 1) 任何一件、一套或一系列「貴重財物及珍藏品」(不包括珍藏

郵票、錢幣或徽章)的最高賠償額為港幣 15,000 元，而每段「保險期」的最高總賠償額則為「承保表」內訂明之投保額的三分之一。

- 2) 「金錢」、珍藏郵票、錢幣或徽章的每宗索償最高賠償額為港幣 1,000 元，而每段「保險期」的最高總賠償額則為港幣 5,000 元。
- 3) 任何一件、一對或一套「家居物品」(第 1 及 2 項指定的物品除外)的最高賠償額為港幣 100,000 元。

如受損物品部份損毀並能在符合經濟效益的情況下維修，「本公司」會以維修費作賠償。

如受損物品可以維修，但沒有進行維修，「本公司」只會賠償受損物品因損毀而損失的價值，最高賠償額以受損物品估計的修理費為限。

如受損物品已完全損失或損毀或不能在符合經濟效益的情況下進行維修，「本公司」可選擇以品質相近 (但非更高) 的全新物品更換受損財物，或支付更換所需費用 (兩者以較低者為準)，而不會扣減自然損耗值或折舊值。

如任何屬於一對、一套或一系列的受保物品遭受損失或損毀，則不論是「承保表」訂明或非訂明物品，亦不論受損部份對整對、整套或整系列受保物品有何特別價值，「本公司」對受損部份的賠償將按其於整對、整套或整系列物品價值的比例計算。於任何情況下，此等損失或損毀不應被視為整對、整套或整系物品之完全損失或損毀。

「本公司」不能保證受損物品經維修或更換後絕對與原物完全相同，但會盡可能並在可行的情況下確保受損物品經維修或更換後能合理地與其原來的狀況相比。

其他保障

1) 臨時居所

如「閣下」的「家居」因本部份承保的意外損失或損毀事件以致不能居住，「本公司」將賠償因應合理需要臨時居所的合理費用。

每宗索償的最高賠償額每天不得超過港幣 1,500 元，而每段「保險期」的最高賠償額則為港幣 50,000 元。

2) 大門鎖、大閘鎖及窗鎖損毀

如「閣下」「家居」發生爆竊或企圖盜竊事件，以致鑰匙或門鎖遭損失或損毀，「本公司」便會賠償「閣下」為「家居」更換及安裝同類但並非更高品質的窗鎖、大閘鎖及大門鎖或有關鑰匙所需之合理費用。每段「保險期」的最高賠償額為港幣 2,500 元。

3) 冷藏食品及飲品

如因以下事故引致「閣下」「家居」冷藏櫃內的食品及飲品變壞而需重購，「本公司」將會賠償有關費用：-

- a) 購買不足五年的冷藏櫃發生意外故障；
- b) 電力供應發生意外故障，而故障並非因電力公司或其僱員蓄意所致。

每宗索償及每段「保險期」的最高賠償額為港幣 5,000 元。

4) 暫時搬遷

如「閣下」的「家居物品」需暫時遷往「香港」境內的其他地點以進行清潔、翻新、維修、改裝或染色工程期間遭受損失或損毀，「本公司」將提供保障。

每宗索償及每段「保險期」的最高賠償額為港幣 50,000 元。

5) 搬遷保障

如「閣下」聘請專業搬運公司協助從投保「家居」遷往位於「香港」境內新的永久住所，「本公司」將保障「家居物品」在搬運途中的意外損失或損毀，但保障並不包括：-

- a) 「金錢」
- b) 「貴重財物及珍藏品」
- c) 沒有妥善及適當地包裝的玻璃、陶瓷及其他易碎物品
- d) 每宗損失首港幣 1,000 元

「本公司」就任何一件物品支付賠償的最高限額為港幣 10,000 元，而每段「保險期」的最高賠償額則為港幣 100,000 元。

6) 山泥傾瀉及地陷附加保障

此保單的承保範圍已擴展至：-

「家居物品」於「承保表」註明的「保險期」內直接因所在地地陷或山泥傾瀉而遭受損失或損毀，但保障並不包括：

- i) 因以下事故直接或間接引起或導致的損失或損毀：
 - a) 海岸風化侵蝕
 - b) 巨浪
 - c) 任何結構物落成後 5 年內下陷或已完工土地在竣工後 5 年內下沉。
- ii) 小徑、車路、圍欄、大閘、邊界及擋土牆因地陷及／或山泥傾瀉蒙受損失或損毀。
- iii) 除另行投保外，清理地陷及／或山泥傾瀉泥頭的費用或地陷及／或山泥傾瀉後的修葺費用 (如因修理「家居物品」所需則例外)。
- iv) 設計或工藝瑕疵或使用不良物料而引起或導致的損失或損毀。
- v) 任何性質的間接性後果損失或損毀。
- vi) 引用比例分攤條件後，於本保單生效期間任何連續 72 小時的時期內發生的每宗損失的首港幣 10,000 元或 10% (兩者以較高者為準)。

保證條款：

- 1) 「閣下」必須維持「家居」的狀態及功用良好，並且以負責的態度採取所有措施防止其受本保單承保的意外損毀發生。
- 2) 「閣下」必須依照「香港」政府發出的法律、規例、規則及指引(包括「香港」土木工程署不時發出及修訂之「岩土指南第五冊—斜坡維修指南」之規定) 維修「閣下」應負責維修的人造斜坡及擋土牆。
- 3) 如有以下事況，「閣下」必須立刻通知「本公司」：
 - i) 如「閣下」的「家居」之下、周圍或附近進行任何挖掘工程。於該情況下，「本公司」有權更改或取消本保單之保障。
 - ii) 任何本保單承保的風險發生，並影響「閣下」「家居」所在地任何部份(不論是否涉及受保物品)或其附近範圍。

賠償限額

「本公司」於「保險期」內就本部份的最高賠償額包括「其他保障」的賠償額不會超過「承保表」內訂明的投保額。

第二部份 - 個人法律責任保障

承保事項

「本公司」將會就「閣下」及「閣下的家庭成員」在以下情況下所招致的法律責任作出賠償：-

- a) 以私人住戶身份佔用「家居」；
- b) 以純粹由「閣下」及「閣下的家庭成員」佔用「家居」之業主身份；
- c) 以個人身份，但並非住戶或業主

於「保險期」內在「地理區域界限」內引致他人：-

- i) 意外死亡或身體受傷，包括患病；
- ii) 財物意外損失或損毀。

此外，「本公司」並會支付任何索償人向「閣下」追討的法律費用及開支，以及經「本公司」書面同意的所有費用及開支。

不承保事項

「本公司」將不承保以下事故導致的責任：-

- 1) 「閣下」或「閣下的家庭成員」或任何為「閣下」服務人士的身體受傷；
- 2) 「閣下」或「閣下的家庭成員」或任何為「閣下」服務人士擁有、保管或控制的財物損失或損毀；
- 3) 「閣下」擁有、佔用或使用任何並非「承保表」訂明為「閣下」「家居」的土地或建築物；
- 4) 任何物業或建築物由於「閣下」或「閣下」任何僱員或「閣下」代理人現在或一直在該部份物業或建築物進行保養改善、改動、維修或工程過程中所直接引致的損失或損毀。
- 5) 協議支付賠償或其他款項 (除非即使不訂立協議，有關責任亦會存在)；
- 6) 從事任何商業事務、交易、專業工作或職業；
- 7) 擁有、管有、駕駛或使用機動車輛、飛機或船隻；
- 8) 擁有、使用或管有任何動物 (家養狗隻或貓隻除外)；
- 9) 滲漏、污染或沾污物直接或間接引起的人身損害或身體損傷，或財物損失、損毀或喪失其用途；
- 10) 搬運、清除或清理滲漏、污染物或沾污物費用；
- 11) 罰款、刑罰、處分或懲戒性損失；
- 12) 所有由獨立承辦商於「閣下」的「家居」所進行的改動，加裝、維修、滅蟲、消毒或清潔工作；
- 13) 違反任何與以下有關的法律責任：
 - a) 違反「建築物條例」(「香港」法例第 123 章) 所定意義範圍內的任何建築物；或
 - b) 違反「建築物條例」(「香港」法例第 123 章) 的任何建築工程或街道工程。
- 14) 任何透過互聯網、內聯網、企業互聯網及／或透過「閣下」的網站、互聯網網站、網址進行之活動及／或業務及／或交易，及／或透過電子方式傳送之電子郵件或文件所引起的任何索償或損失；
- 15) 任何因以下各項引致、直接或間接導致或有關的索償：
 - a) 石棉；或
 - b) 任何涉及石棉的使用、存在、出現、發現、清除、消除，又或因避免石棉、接觸石棉或可能接觸石棉所導致的實際或據稱身體損傷或損害。

租客法律責任保障

如有因火警、爆炸、暴風或颱風引起或導致以下損毀，以致「閣下」須承擔租約訂明的法律責任，「本公司」亦會作出賠償：

- i) 並非「閣下」擁有的「家居」或其任何部份在「閣下」佔用時蒙受的損失
- ii) 並非「閣下」擁有但由「閣下」主管或控制的「家居」內的「家居財物」或其任何部份遭受損失或損毀。但本項保障絕不包括「閣下」作為受托人的法律責任。

賠償限額

除非另有訂明，否則本部份就單一事源或事故引起的任何一宗或一連串事件作出的最高賠償限額(包括所有法律費用及開支)為港幣 5,000,000 元。

「本公司」可就「閣下」根據一宗事件提出的一宗或多宗索償支付最高賠償額 (但須扣除已經支付的賠償款項)，或足以解決索償的較低金額。及後，除可追討訴訟開支及費用或在付款前辦理索償所招致的費用外，「本公司」毋須再就此等索償履行任何賠償責任。

第三部份 - 全球個人財物保障

承保事項

如「閣下」和「閣下的家庭成員」的「貴重物品」或「個人物品」在全球任何地方因意外引致實質的損失或損毀，「本公司」將作出賠償。

不承保事項

「本公司」不承保以下各項：-

- 1) 於發現損失或損毀後 24 小時內仍未向警方報案；
- 2) 隱形眼鏡；
- 3) 流動／手提通訊器材(例如流動／手提電話及傳呼機)、平板電腦；
- 4) 「特別物品」；
- 5) 盜竊
 - a) 因欺騙而失竊 (除非藉詞欺騙進入「家居」)；
 - b) 無人看管汽車內財物失竊 (除非所有車窗已關好，所有車門及行李箱亦鎖好)；
 - c) 無篷或開篷車內財物失竊，或天窗開啟的汽車內的財物失竊；
 - d) 沒有安全上鎖的單車於「家居」以外的其他地方失竊；
- 6) 單車用作競賽、耐力賽或計時比賽時蒙受損失或損毀；
- 7) 「閣下」或「閣下的家庭成員」蓄意造成的損失或損毀；
- 8) 以下事故導致或與以下事故相關的損失或損毀：-
 - a) 損耗；
 - b) 發霉、腐壞、腐蝕、生鏽、逐漸老化；
 - c) 昆蟲、害蟲；
 - d) 真菌、大氣或氣候現象、光線；
 - e) 清潔、維修及修補；
 - f) 刮花或撞凹；
 - g) 「閣下」擁有、照顧或管理的家養動物導致的損失；
 - h) 電器及電腦失靈或機件故障；
 - i) 固有缺點或工藝瑕疵、物料或設計缺點；
 - j) 貶值；

- k) 離奇失蹤或無法解釋的損失；
 - l) 人工電流導致的電器及電線損失或損壞；
 - m) 體育器材於使用時或無人看管時的損失或損毀；
 - n) 溫度、顏色、氣味、質感或光潔度等變化；
- 9) 遭海關或其他官員扣留、扣押或充公。

「自負額」

除非另有訂明，「本公司」在本部份並不賠償每宗索償之首港幣 250 元。

賠償準則

- 1) 「本公司」會為損毀的受保物品恢復原狀。
- 2) 於下列情況下，「本公司」將賠償「閣下」相等於受保物品損失或損毀時的市場價值(扣去折舊值)：-
 - a) 皮草及衣物的損失或損毀。
 - b) 「閣下」決定不把受保物件恢復原狀、重置或維修。
- 3) 如任何屬於一對或一套的受保物件遭受損失或損毀，則不論是「承保表」訂明或非訂明物件，亦不論受損部份對整對或整套受保物品有何特別價值，此等物件的損失或損毀賠償將按整對或整套物品價值的比例計算。於任何情況下，此等損失或損毀不應視為整套物品完全損失或損毀。
- 4) 除非「承保表」另有訂明，否則「本公司」就任何一件物件支付的最高賠償額為港幣 5,000 元。
- 5) 以損失發生時計算，倘若保額低於受保物件的價值，我們將按照投保額與受保物件價值的比例給予賠償，而有關之差額將由「閣下」自行承擔，是項規定適用於每一項受保物件。

其他保障

1) 信用卡保障

「本公司」將會賠償「閣下」因信用卡被他人盜用而引致損失，每宗索償及每段「保險期」的最高賠償額為港幣 10,000 元。

惟「閣下」必須遵從信用卡的所有條款與細則，並於發現遺失信用卡後 24 小時內向警方及發卡機構報失。「本公司」只會在「閣下」不能以其他途徑獲得補償的情況下才會作出賠償。

2) 個人「金錢」損失

如「閣下」或「閣下的家庭成員」的個人「金錢」在全球任何地方因搶劫或盜竊 (涉及武力，暴力和可見方法) 而引致損失，「本公司」將作出賠償。每宗索償及每段「保險期」的最高賠償額為港幣 2,500 元。

此項保障並不包括：-

- i) 未於失竊後 24 小時內親身向當地警方報失的損失或損毀；
- ii) 因貶值或沒收而引致的損失；
- iii) 因錯誤或遺漏而引致的缺額；
- iv) 可從任何其他途徑取回的損失；
- v) 在其他保單或本保單的其他部份已明確受保的項目的損失。

3) 個人文件

如「閣下」或「閣下的家庭成員」的信用卡、護照及個人文件，包括身份證及身份證明文件於全球任何地方意外遺失或損毀而需申請補發，「本公司」將賠償由此招致的合理及必要費用。

每宗索償及每段「保險期」的最高賠償額為港幣 1,000 元。

4) 體育器材

除非「承保表」另有訂明，如「閣下」體育器材於全球任何地方遭受損失或損毀，「本公司」將會作出賠償。每段「保險期」的最高總賠償額為港幣 2,500 元。但保障並不包括：

- a) 體育器材在使用時或無人看管時遭受損失或損毀；
- b) 沒有安全上鎖的單車於「家居」以外的其他地方失竊。

賠償限額

「本公司」就本部份作出賠償之最高賠償額為每宗事件港幣 10,000 元及每段「保險期」港幣 100,000 元。此賠償額已包括本部份「其他保障」的賠償額。

本保單一般不承保事項

本保單不承保因以下事故而直接或間接導致或引致或與以下事故相關之死亡、傷殘、損失、損害、損毀、任何法律責任、費用或開支，並包括任何性質之間接損失，不論此等損失乃同時或以任何其他次序由任何事故或事件所引致亦然：-

1) 輻射污染、化學、生物、生化或電磁武器

- a) 任何核子燃料、核子廢料或核子燃料燃燒造成的電離子輻射或放射性污染；
- b) 任何核子裝置、反應器或其他核子機組或其核子元件之輻射性、毒性、爆炸性或其他危險性或污染物質；
- c) 任何應用原子或核子分裂，及/或核聚變或其他同類反應，或輻射性能量或物質之武器或裝置；
- d) 任何輻射物質造成之輻射性、毒性、爆炸性或其他危險或污染物質。當輻射同位素正在預備、預置、運載、儲存或使用於商業、農業、醫療、科技或其他類似的和平用途時，則本項之不承保範圍並不包括該等輻射同位素，惟核子燃料除外；
- e) 任何化學、生物、生化或電磁武器。

2) 戰爭及恐怖活動風險

- a) 戰爭、侵略、外敵行動、敵對局面、交戰事件(不論正式宣戰與否)、內戰、叛亂、革命、反叛、叛亂升級或擴大至大規模叛變事件、軍事或篡權行動；或
- b) 任何恐怖活動，包括但不限於任何人士(人等)或團體因政治、宗教、意識形態或類似目的透過以下方式表示或以其他方式，及/或令公眾或任何公眾組別恐慌：-
 - i) 使用或以武力、暴力威脅及/或
 - ii) 人身或財產的傷害或損害(或受到此等傷害或損害威脅)，包括但不限於核子輻射及/或化學污染及/或生物劑污染；或
- c) 採取任何行動控制、阻止或壓制或以任何方式控制、阻止或壓制與上述 a) 或 b) 條有關之行動。

3) 政治風險

- a) 被任何法定權力機關充公、收歸國有或徵用而永久或暫時喪失佔管權；

- b) 因建築物被任何人士非法佔用而永久或暫時喪失其佔管權；但倘投保財產在喪失佔管權發生前或期間蒙受實際本保單承保之損害，則「本公司」仍需向「閣下」承擔責任。
- c) 任何公營權力機關下令銷毀財產。

- 4) 任何性質的間接性後果損失或損毀(本保單特別訂明指定或規定者除外)。

5) 電腦病毒及黑客入侵電腦風險

- i) 損壞:任何電腦、其他設備、元件、系統或項件所處理、儲存、傳遞或檢取之數據或其任何部份，包括不論是有形或無形的數據(包括但不限於任何資料、程式或軟件)的損失或破壞，亦不論是否屬於受保財產亦然，惟此等損壞乃由[程式或操作員錯誤]病毒或同類機制或黑客入侵所致。
- ii) 間接損失：由[程式或操作錯誤]病毒或同類機制或黑客入侵直接或間接導致或引起。

惟本不承保條款並不適用於任何「釋定緊急事件」(釋義以下文訂明為準)嗣後導致財產損失、損毀或損害或間接損失所引起的索償，但有關索償必須屬於本保單承保範圍。

釋義

茲於本不承保條款而言，「釋定緊急事件」指火警、雷電、爆炸、飛機及其他航天裝置或物品下墜、暴動、內亂、罷工、工人被拒門外、參與勞工騷亂人士、竊賊以外懷惡意人士、地震、暴風、水災、任何水箱器具或管道漏水、任何車輛或動物撞擊、火山或霜雪所造成的事件。

病毒或同類機制

病毒或同類機制指蓄意設計以損壞、干擾或對電腦程式、數據檔案或操作造成不利影響的程式符號、程式指引或任何指引組合，不論是否涉及自行複製活動。病毒或同類機制的釋義包括但不限於特洛伊木馬病毒及邏輯炸彈病毒。

黑客入侵

黑客入侵指未經授權進入任何電腦或其他設備、元件、系統或項件，以儲存、傳遞或檢取數據。

6) 日期辨識除外條款

- a) 電子環路、微型晶片、合成電路、微型處理器、嵌入式系統、硬件、軟件、固件、程式、電腦、數據處理設備、電訊設備或系統，或任何同類裝置；
- b) 配合前述各項物品使用之媒體或系統；

此等物品（不論是否屬於「閣下」之財產）於任何時間出現故障或失靈情況，以致無法藉著使用任何數字、標誌或文字顯示個別日期，從而達到任何或所有原訂目的及相應效果，本保單一概不承保由此直接或間接引起或導致之任何索償，

包括但不限於因以下情況而導致以上任何物品無法識別、讀取、儲存、保留、恢復及/或正確地操作、解讀、傳送、回送、計算或處理任何日期、數據、資料信息、命令、邏輯或指令：

- i) 識認、使用或套用任何並非真實或正確之日期、週天或時期；
- ii) 操作以上 a)及 b)條所訂明物品已編程及綜合使用之任何指令或邏輯。

惟本不承保條款並不適用於任何「釋定緊急事件」(釋義以下文訂明為準)嗣後導致財產損失、損毀或損害或間接損失所引起的索償，但有關索償必須屬於本保單下列部份之承保範圍。

- a) 第一部份 — 家居物品保障
- b) 第三部份 — 全球個人財物保障

本不承保條款不適用於第二部份 - 個人法律責任保障。

釋義

茲於本不承保條款而言，「釋定緊急事件」指火警、雷電、爆炸、飛機及其他航天裝置或物品下墜、暴動、內亂、罷工、工人被拒門外、參與勞工騷亂人士、竊賊以外懷惡意人士、地震、暴風、水災、任何水箱器具或管道漏水、任何車輛或動物撞擊、火山或霜雪所造成的事件。

制裁限制之不承保條款

如本保單所提供的保障或支付的任何賠款涉及聯合國決議的任何制裁、禁令或限制，或歐盟、英國、美國所作出的貿易或經濟制裁或法規及/或任何其他適用之國家經濟或貿易制裁或法規，「本公司」將視其為本保單的不承保事項，因而不承擔支付任何索償或提供任何保障的責任。

如「本公司」基於以上一般不承保事項之規定而認為任何損失、損毀、費用或開支不屬於本保單之保障範圍，則提供反證之責任須由「閣下」承擔。

本保單一般條款

1) 「閣下」、「閣下」的代表及投保人須適當地遵守及履行本保單的條款、條件及不承保事項，此乃「本公司」根據本保單承擔賠償責任的先決條件。

2) 「閣下」不應於投保時在「閣下」或「閣下的家庭成員」預計可能出現導致索償的情況下向「本公司」投保，此乃「本公司」根據本保單承擔賠償責任的先決條件。

3) 風險變化

於「保險期」內，「閣下」對「家居」進行改動包括但不限於在「家居」進行改裝工程、永久搬遷或任何足以增加損失風險的事實發生，「閣下」必須通知「本公司」。如有需要「閣下」須繳付額外保費。

4) 預防損失

「閣下」和「閣下的家庭成員」必須遵從所有法定條例，同時採取所有合理步驟，以：-

- a) 預防財物損失、損毀或身體損傷發生；及
- b) 維持承保財物的狀態及功用良好。

5) 魯莽或蓄意行為

「閣下」及「閣下的家庭成員」不可作出魯莽、蓄意、惡意、刑事或非法行為，以導致受保財物或「家居物品」蒙受任何損失或損毀，或導致他人身體受傷而招致責任或任何「受保人」因此等行為招致任何其他責任。如「閣下」不履行上述責任，「本公司」可拒絕支付「閣下」提出的索償。

6) 無人居住「家居」

如「閣下」的「家居」將連續 30 天以上無人居住，「閣下」必須以書面通知「本公司」並取得「本公司」確認。如「閣下」不履行上述責任，「本公司」可拒絕支付「閣下」提出的索償。

7) 索償條件

如已確實發生或可能發生索償事件，「閣下」必須儘快及在上述事件發生或發現後 30 天內以書面通知「本公司」。

a) 如提出財物損失或損毀索償：-

- i) 「閣下」必須自費按「本公司」要求，提供所有附有正式證明的資料及證據；
- ii) 如發現任何物件遺失或因欺騙、失竊、惡意行為、暴亂或內亂而導致任何損失，必須立刻報警。

b) 如提出法律責任索償：-

- i) 接獲函件，索償傳票或法院傳票後，「閣下」必須立刻轉交「本公司」；
- ii) 如獲悉任何即將展開提訴、調查或死因調查，「閣下」必須立刻通知「本公司」；
- iii) 未經「本公司」同意，不可承認、建議或應允付款。「本公司」可酌情接手處理事件，並以「閣下」名義抗辯、解決或處理任何索償。「閣下」必須按「本公司」要求提供所有必要資料及援助。

c) 如提出身體損傷索償：-

- i) 「閣下」必須自費提交「本公司」要求的所有證明書及資料；
- ii) 「閣下」必須按「本公司」要求接受一次或多次身體檢查，費用由「本公司」支付。倘若因身體受傷導致死亡，「本公司」有權要求出示死亡證及自費進行驗屍。

8) 虛假陳述

如「閣下」或「閣下」的代表知情地提出虛假索償，「本公司」將不會就此作出賠償，而本保單所有保障亦會即時廢止。

9) 殘損財物

「本公司」有權取回任何已索償之殘損財物。

10) 豁免索償

「閣下」若按此保單就任何事故所引致的責任獲得賠償後，同時亦能就該事故向其他人提出索償，則「閣下」不可與任何人達成任何協議，以豁免該索償或使該索償受任何限制或限定。

11) 仲裁

倘若「本公司」拒絕向「閣下」作出賠償或對賠償金額存在任何爭議（統稱為「爭議」），有關「爭議」均依據現行《仲裁條例》（第 341 章）裁決。如有關人士未能就選擇仲裁員達成協議，仲裁員人選事宜將轉介現行香港國際仲裁中心主席裁決。「本公司」特此聲明，「閣下」必須首先取得仲裁決議，方可按本保單採取任何法律行動或提出訴訟。

若有關「爭議」未能於「本公司」拒絕賠償起 12 個月內按本仲裁條款提出仲裁，「閣下」會被視作完全放棄「閣下」的索償權，並不得在日後根據本保單重新提出索償。

12) 其他保險

如「閣下」提出任何索償時，已有任何其他保險為本保單的任何「受保人」提供賠償，「本公司」將不會按比例分擔任何損失。按保單的責任限制，「本公司」只會支付到目前為止沒有任何其他保險賠償的金額。

13) 代位求償權

對於按此「受保人」可獲賠償的任何責任，「本公司」有酌情權以「受保人」名義就任何損失、費用、賠償、攤賠或其他索償，對任何可能須對「受保人」負責之人提起訴訟；並可全權酌情執行任何該等程序及對該類索償進行和解。「受保人」須提供「本公司」不時所需資料及協助，並簽發任何所需文件以授權本公司行使該項權利。

因行使該項權利而討回的任何金錢應為「本公司」的利益並用以償還「本公司」就任何索償所支付的金額包括「本公司」已付或作出的任何費用及開支，以及因執行該追討行動所作出的費用及開支。

14) 取消保單

a) 「閣下」取消保單

「閣下」可致函「本公司」取消保單。「本公司」將根據短期比率退款，並會扣除最低保費港幣 500 元。惟有關退款事宜只適用於在「閣下」於該「保險期」內未有提出任何索償的情況下，始能安排。

b) 「本公司」取消保單

「本公司」可向閣下發出 7 天事前書面通知取消本保單，通知書將以普通郵件方式寄至「閣下」最後登記的地址。於該情況下，「本公司」將按比例退回所有尚未使用的保費。

15) 司法裁判權條款

如任何法院對「受保人」作出裁決，而惟此等裁決並非首先由「香港」具司法管轄權的法院發出或頒令，「本公司」毋須承擔賠償責任。此外，如「香港」法院以相互協議或其他方式發出命令強制執行「香港」境外法院的裁決，亦不適用於本保單。

16) 管轄法律

本保單受「香港」的專有司法裁判權管轄，並且根據「香港」法律詮釋。

17) 《合約（第三者權利）條例》之責任除外權

任何不是本保單某一方的人士或實體，不能根據《合約（第三者權利）條例》（「香港」法例第 623 章）強制執行本保單的任何條款。

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.

家居支援服務條款與規章

本中文譯本旨在協助您閱讀此條款與規章之內容，並不應被視為在闡釋任何條文時有任何影響力。

詞彙解釋

「本公司」

指三井住友海上火災保險(香港)有限公司。

「服務供應商」

乃指提供緊急支援服務予「本公司」的顧客之供應商。

會員(家居保障承保表訂明之任何投保人)身在香港聯絡「服務供應商」時，「服務供應商」將提供下列服務：

1) 鎖匠轉介

如會員遭反鎖不能返回住所，「服務供應商」可轉介鎖匠及提供收費資料(如情況許可)，此外並會提供援助，按會員需要安排鎖匠上門開鎖。

2) 水喉匠轉介

如會員住所的渠道堵塞或漏水，「服務供應商」可轉介水喉匠及提供收費資料(如情況許可)，此外並會提供援助，按會員需要安排水喉匠上門修理。

3) 電氣技師轉介

如會員需要電氣技師服務，例如安裝及維修電氣裝置、修理家庭電器等，「服務供應商」可轉介電氣技師及提供收費資料(如情況許可)，此外並會提供援助，按會員需要安排電氣技師上門。

4) 冷氣工程師轉介

如會員住所的冷氣機故障，「服務供應商」可轉介冷氣工程師及提供收費資料，此外並會提供援助，按會員需要安排冷氣工程師上門。

5) 滅蟲公司轉介

如會員住所需要滅蟲或防蟲服務，「服務供應商」可轉介滅蟲公司及提供收費資料，此外並會提供援助，按會員需要安排滅蟲公司上門。

6) 家居清潔服務轉介

如會員住所需要家居清潔服務，「服務供應商」可轉介清潔服務公司及提供收費資料，此外並會提供援助，按會員需要安排清潔公司上門。

7) 維修支援服務

如會員要求，「服務供應商」可轉介家居維修服務公司及收費詳情，以協助會員解決家居問題，如維修家庭電器或窗戶等。

8) 緊急暫託或護理支援服務

如發生緊急事故或會員要求，「服務供應商」可協助會員安排註冊護士到會員住所服務。「服務供應商」亦可安排褓姆或家務助理到會員住所照顧會員的家屬。

9) 臨時家務助理支援服務

如會員要求，「服務供應商」可轉介臨時性的家務助理服務。

10) 損餘買家轉介

如會員需要，「服務供應商」可轉介損餘買家，向會員收買受影響或舊家品。

11) 貯存服務轉介

如會員受保的住所因意外導致損失或破壞，「服務供應商」可轉介暫時貯存服務。

12) 臨時住宿服務轉介

如會員受保的住所因意外導致損失或破壞，「服務供應商」可轉介酒店服務。

13) 估價員轉介

如會員需要，「服務供應商」可轉介估價員，按會員需要為其財物進行市值評估。

以上各項服務純為轉介或代會員安排性質，所有由此招致的費用，一律由會員自行支付。會員乃出於自願使用上述服務，如經「服務供應商」轉介的供應商引起任何間接損害，「本公司」不會承擔或支付任何開支。

地理區域界限

以上服務只限於香港特別行政區境內提供。

要求支援

會員可致電「服務供應商」警報中心，電話 3122 6899，說明姓名及保單編號，即可為您提供服務。

備註：

「服務供應商」及經該公司轉介為閣下及閣下家人服務的專業人士乃獨立承辦商，並非「本公司」的職員、代理人或僱員。「本公司」將不會就「服務供應商」及經該公司轉介的專業人士(例如及並非局限於護士、鎖匠及各類技師)所提供的服務或因其未能履行有關服務事宜作出任何承擔。

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. 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;
- complying with applicable laws, regulations or any industry codes or guidelines; and
- detecting and preventing fraud (whether or not relating to the policy issued in respect of this application).

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.

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.

☐

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.	
Full Name:	
Contact Number:	
HKID Number:	(for identification purpose)
Policy / Certificate / Acknowledgement Number (if you have one):	
NOTE: This instruction will override all previous instructions relating to direct marketing that have been given to MSIG.	

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 Complaints Bureau and similar industry bodies; and
- government agencies and authorities as required or permitted by law;
- fraud prevention organizations;
- other insurance companies (whether directly or through fraud prevention organization or other persons named in this paragraph);
- the police; and
- databases or registers (and their operators) used by the insurance industry to analyse and check information provided against existing information.

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 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；
- 遵循適用法律，條例及業內守則及指引；及
- 偵測和防止欺詐行為（無論是否與就此申請而發出的保單有關）所需的目的。

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。

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

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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.msig-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；
- 保險投訴局及同類的保險業機構；
- 法例要求或許可的政府機關；
- 防欺詐組織；
- 其他保險公司（無論是直接地，或是通過防欺詐組織或本段中指名的其他人士）；
- 警察；及
- 保險業就現有資料而對所提供的資料作出分析和檢查的數據庫或登記冊(及其運營者)。

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。