

---

# iHome Insurance Policy

---

**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 the Company. 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 to Us 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 the Company if You are in any doubt. We are always happy to assist You on all insurance enquiries You may have.

## DEFINITIONS

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

**"Accident"** means: -  
an accident or a series of accidents arising out of one event.

**"Accidental Loss (of) or Damage (to)"** means: -  
physical loss or damage caused by an inevitable, unusual, unforeseen, and unexpected event, which independent of any other cause is the sole and direct cause of the loss and damage. Intentional loss or damage is excluded.

**"Bodily Injury"** means: -  
bodily injury 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 wear and tear.

**"Building"** means: -  
the structural elements of your **Home**, including:  
a) fabric walls, paint on walls, flooring, doors (with frames), and windows (with frames);  
b) permanent installations related to the structure, such as skirting, fixed glass, sanitary fixtures, water pipes, and electric cables/wiring;  
c) outbuildings used for domestic purposes;  
d) permanent outdoor structures, including swimming pools, tennis courts, patios, terraces, hedges, fences, gates, paths, and driveways;  
but excluding retaining walls, foundations, drains, or illegal structure, construction or outbuilding.

**"Chinese Medicine Practitioner"** means: -  
a person other than You or your family members who is a practitioner duly qualified and legally registered under the Chinese Medicine Ordinance (Cap. 549 of the Laws of Hong Kong) to practise Chinese medicine in Hong Kong.

**"Domestic Helper"** means: -  
the domestic helper(s) named under Domestic Servants section in the Schedule and unnamed domestic helper(s) in other sections who is

legally employed by You or Your Family for working at your Home and is eligible for and covered by the insurance provided under this Policy.

**"Eligible Household Appliances"** means:-  
Room air conditioners, refrigerators, washing machines, dehumidifiers, televisions, storage type electric water heaters, gas cookers and gas instantaneous water heaters.

**"Energy Label Product"** means:-  
Any of the Listed Models of Prescribed Products as defined under the Energy Efficiency (Labelling of Products) Ordinance, Chapter 598 of the Laws of Hong Kong.

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

**"Fixtures and Fittings"** means:-  
All your interior decoration and non-structural elements that are permanently installed or attached within your **Home**, including:  
a) floor tiles, doors (with frames), windows (with frames), wall coverings, ceiling fixtures, bathroom suites, fitted kitchens, fitted wardrobes, fitted cabinets, and fitted carpets;  
b) Items designed to remain with the **Home** if it is sold or vacated; but excluding electrical appliances, standalone furniture, loose carpets, and any removable item.

**"Geographical Area"** means: -  
worldwide excluding USA and Canada.

**"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.

**"Home"** means: -  
the private dwelling, house, apartment or flat solely for domestic use, being constructed of bricks, stone and concrete, roofed with concrete, specified under Insured Address or located at the Situation stated in the Schedule.

**"Hong Kong"** means: -  
the Hong Kong Special Administrative Region of the People's Republic of China.

**"Hospital"** means: -  
an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons and which:  
a) has organised facilities for diagnosis, treatment and major surgery;  
b) provides 24 hours a day nursing services by registered nurses;  
c) is under the supervision of one or more Registered Medical Practitioners; and  
d) is not primarily a clinic, a place for custodial care, alcoholics or drug addicts, a nursing, rest or convalescent home or home for the aged or similar establishment.

**"Household Contents"** means: -  
all your Fixtures and Fittings, furniture (including pianos), furnishings, household goods and appliances (including household appliances hired by You or Your Family), Money, Personal Effects and Valuable Property, but excluding:

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;

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

- b) livestock, pets and animals;
- c) growing crops and plants;
- d) watercraft (other than hand-propelled), hovercraft, boats and outboard motors or their spare parts and accessories;
- e) aircraft or any aerial or spatial device and their accessories and spare parts including but not limited to satellite antennae, external television and radio antennae aerials fittings masts and towers, drone;
- f) mobile/portable radio telecommunication equipment (e.g. mobile / portable telephones and pagers), tablet or laptop computers;
- 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) deeds, bonds, bills of exchange/ promissory notes (unless specified in Money), documents of any kind (including but not limited to passport, identity card, driving licence, or any kind of certificates), manuscripts, lottery tickets, records or computer records or software,
- k) Household Contents contained in or on balcony, patio, terrace, roof, verandah, forecourt or backyard of your Home or in the open generally;
- l) any part of the structure of your Home;
- m) drains and pipes;
- n) Fixtures and Fittings not owned by You;
- o) unauthorized building works or constructions or structures.

**“Insured Person”** means: -  
the Insured Person(s) named under Personal Accident Section in the Schedule, for whom this insurance has been arranged.

**“Money”** means: -  
cash, cheques, postal orders, bankers' drafts, travel tickets, saving certificates, current postage stamps, gift tokens, Octopus Cards/watches, or any kind of stored-value devices or electronic money (including losses due to unauthorised use of Octopus Cards/watches or any kind of stored-value devices or electronic money after robbery or theft) all held for social or domestic purposes.

**“Noise-Induced Deafness”** means: -  
"Noise-Induced Deafness" has the same meaning as assigned to that expression in the Occupational Deafness (Compensation) Ordinance (Cap. 469 of the Laws of Hong Kong).

**“Partner”** means: -  
someone with whom You live in a relationship equivalent to marriage, whether of the same or opposite gender.

**“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, but excluding :

- a) property more specifically insured under another insurance policy.
- b) deeds, bonds, bills of exchange, securities, documents of any kind (including but not limited to passport, identity card, driving licence, or any kind of certificates), manuscripts, business, professional or trade goods or equipment;
- c) mobile / portable radio telecommunication equipment (e.g. mobile / portable telephones and pagers), tablet or laptop computers;
- d) contact lenses, dentures, prostheses, camping equipment or guns tool;
- e) Valuable Property, Money, Octopus Cards/watches, credit cards, or any kind of stored-value devices or electronic money;
- f) musical instruments, sports equipment and photographic equipment owned or held in trust by or in the custody or control of any person who uses such property for professional purposes;
- g) clothing and equipment used for sporting purposes while in use;
- h) food and drinks.

**“Physiotherapist” or “Dentist” or “Chiropractor”** means: -  
a person other than You or your family members who is a duly qualified and legally registered under the laws of Hong Kong to practise physiotherapy/ dental/ chiropractic services.

**“Pneumoconiosis” and “Mesothelioma”** means: -  
"Pneumoconiosis" and "Mesothelioma" have the same meaning as assigned to those expressions in the Pneumoconiosis and Mesothelioma (Compensation) Ordinance (Cap. 360 of the Laws of Hong Kong).

**“Registered Medical Practitioner”** means: -  
a person other than You, the Insured Person or his/her family members who is a practitioner of western medicine duly qualified and legally registered as such under the laws of Hong Kong or the country in which the claim arises and where the treatment takes place.

**“Schedule”** means: -  
the document specifying details of You and the insurance provided. The Schedule forms part of the Policy.

**“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 insurance 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 (exclude Octopus watch), 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 (exclude Octopus watch), 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 or company named as the 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, Partner, children, parents and relatives normally living with You at your Home.

## 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 Household Contents while in your Home against any Accidental Loss or Damage during the Period of Insurance 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, inadequate maintenance;
  - b) mildew, fungus, rot, corrosion, rust, gradual deterioration;
  - c) change in temperature, color, flavor, texture or finish;
  - d) insects, vermin, animals, birds;
  - e) atmospheric or climatic conditions, action of light;
  - f) cleaning, repairing, restoring;
  - g) chipping, scratching or denting;
  - h) domestic animals which You own or are in your custody or control;
  - i) mechanical breakdown and/or malfunction of electrical appliances and computer equipment;
  - j) inherent fault or defective workmanship, defective material or design;
  - k) mysterious disappearance or unexplained loss or damage;
  - l) deliberate or malicious acts committed by You, Your Family or any employees of You or Your Family;
  - m) loss or damage to electrical equipment and wiring caused by artificially generated electrical current;
  - n) disappearance/loss of any item unless following a forcible and violent entry to or exit from your Home which has been reported to the police authority in person within 24 hours of discovery.

- o) theft by You, Your Family, any employees of You or Your Family, or any person entered to your Home with the consents of You, Your Family or any employees of You or Your Family.
  - p) infidelity or dishonesty on the part of You, Your Family or any employees of You or Your Family;
  - q) landslip, subsidence or erosion;
  - r) settling or cracking of land resulting from earth movements or underground water pressure, shrinkage or expansion of foundations;
  - s) pressure waves caused by aircraft or other aerial devices;
  - t) Your Home or any part of it is let or sub-let, or is subdivided flat;
  - u) deterioration of food or drinks unless specifically provided under OTHER BENEFITS PROVIDED in this section.
- 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 or any item which is also covered under Section 5 – Worldwide Personal Possessions of this Policy.
  - 4) loss of or damage to any insured Contents which is also insured or any item which is also covered under Section 3 – Building of this Policy.

## 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:

- 1) a) the first HK\$1,000 or 5% of each and every water damage claim whichever is the greater, if the building of your Home is aged 30 years or below; or
  - b) the first HK\$3,000 or 10% of each and every water damage claim whichever is the greater, if the building of your Home is aged between 31 and 40 years; or
  - c) the first HK\$5,000 or 20% of each and every water damage claim whichever is the greater, if the building of your Home is aged between 41 and 50 years; or
  - d) the water damage Excess as specified in the Schedule for this Section; or
  - e) the first HK\$10,000 or 20% of each and every water damage claim whichever is the greater, if the building of your Home is aged between 51 and 55 years; or
  - f) the first HK\$10,000 or 20% of each and every water damage claim whichever is the greater, if You are unable to provide proof of the building age of your Home or if none of 1a) to 1d) is applicable at the time of loss; and
- 2) the first HK\$500 of each and every claim other than those stated in 1) above unless specifically mentioned in the Schedule.

## 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, medals, Chinaware and photographic equipment), subject to an aggregate limit of one-third of the Sum Insured as shown in the Schedule during the Period of Insurance;
- 2) HK\$2,500 for any one occurrence in respect of Money or any collection of stamps, coins or medals, and subject to an aggregate limit of HK\$10,000 during the Period of Insurance;
- 3) HK\$2,000 for any one photographic equipment, such as camera or portable video camera or its accessories/ancillary equipment, and subject to an aggregate limit of HK\$2,000 during the Period of Insurance;

- 4) HK\$5,000 for any one bottle of wine or liquor or any one piece / set / collection of glass, china, porcelain, earthenware or crystal or other similar items of a fragile nature;
- 5) HK\$1,000 for any pair of sunglasses or eyeglasses and subject to an aggregate limit of HK\$1,000 during the Period of Insurance.
- 6) HK\$100,000 for any one piece, pair or set of Household Contents items (other than those mentioned in 1) to 6) above).

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, a 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 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 / LOSS OF RENT
 

In the event of your Home being rendered uninhabitable due to Accidental Loss or Damage insured under this Section, We will pay You either

  - a) i. the necessary and reasonable cost incurred for temporary accommodation until your Home is fit to live in again;
  - ii. the necessary and reasonable cost incurred for temporary boarding for your pet until your Home is fit to live in again;
  - or
  - b) the rent of the Home which continues to be payable by You during the period necessary for rebuilding or repairing the Home.

We will not pay more than:

- HK\$1,500 per day for the cost of alternative accommodation; and
- HK\$3,000 per day for the cost of temporary boarding for your pet; and
- HK\$50,000 in aggregate during the Period of Insurance

We will not pay for the loss of rent, if:

- i) your legal interest in the Home or Contents ceases at the time of the loss, destruction or damage; or
- ii) the landlord waives your obligation to pay rent as a result of the destruction or damage; or
- iii) a signed tenancy agreement is not in force at the time of destruction or damage; or
- iv) the loss of rent period is less than one whole month; or
- v) You decide to discontinue renting the Home; or
- vi) the repair or rebuilding has been delayed by You, or anyone acting with your consent or on your behalf.

You can only claim under either 1a) or 1b) of this benefit, but not under both, in respect of any losses arising from the same cause.

You can only claim under either ALTERNATIVE ACCOMMODATION / LOSS OF RENT of Section 1 or Section 3, but not under both, in respect of any losses arising from the same cause.

- 2) FATAL ACCIDENT BENEFIT
 

We will pay HKD\$150,000 (Plan A) / HK\$100,000 (Plan B) / HK\$50,000 (Plan C) in the event of death within 3 calendar months of You or Your Family resulting from an injury caused in your Home by fire or thieves.

No Excess is applicable.

3) BURGLARY / ROBBERY HARM ALLOWANCE

We will pay compensation of HK\$10,000 if You or Your Family sustain injury caused by burglars or robbers within your Home, against which a Registered 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, gates 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 the 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.

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

6) PERSONAL EFFECTS IN YOUR OFFICE

We will pay for Accidental Loss of or Damage to your Personal Effects kept in your office up to an amount of HK\$2,500 in aggregate during the Period of Insurance.

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 pay for Accidental Loss of or Damage to Personal Effects or Money owned and carried by You for social and domestic purposes whilst You are away from Hong Kong on business.

We will not pay more than HK\$2,500 for any one occurrence and HK\$5,000 in aggregate during the Period of Insurance.

We do not cover:

- a) any loss or damage not reported to the local police authority in person within 24 hours of discovery;
- b) any loss of item being left behind or unattended in a public transport or vehicle of any other kind or in public places;
- c) any loss of Money which is not carried by You at the time of loss;
- d) any loss caused by depreciation or confiscation;
- e) shortage due to error or omissions;
- f) loss or damage which can be recovered from any other sources;
- g) loss or damage to items specifically insured under separate insurance policy or separate section of this Policy;

8) GENERAL HOLIDAYS INCREMENT

The limit of liability for Accidental Loss of Money at your Home is increased to HK\$5,000 for any one occurrence whilst it happens during the general holidays (except Sundays) as defined under General Holidays Ordinance (Cap. 149 of the Laws of Hong Kong).

In any event, the aggregate limit for Money during the Period of Insurance will remain HK\$10,000.

9) TEMPORARY REMOVAL

We will cover Accidental Loss of or Damage to the Household Contents whilst being 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 occurrence and in aggregate during the Period of Insurance.

10) DOMESTIC HELPER PROPERTY

We will pay for Accidental Loss of or Damage to Personal Effects of your domestic helper 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 helper as if he or she were You.

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

11) HOUSEHOLD REMOVAL

We will cover Accidental Loss of or Damage to 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) articles of glass, china, porcelain, earthenware or crystal or other similar 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 aggregate during the Period of Insurance.

12) LANDSLIP & SUBSIDENCE EXTENSION

This Policy is extended 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.

13) 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.

#### 14) 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 insurance policy.

We 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.

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

#### 15) ALTERATIONS AND REPAIRS

Accidental Loss of or Damage to the Household Contents as insured hereunder shall not be prejudiced by any alteration, repair, decoration, maintenance works carried out at your Home by You or any independent contractor called in by You, subject to the period of each such works not exceeding two (2) months and the contract value of each such works not exceeding the amount shown below, otherwise prior notice thereof must be given to the Company who reserves the right to charge an additional premium in respect of its written permission for the above mentioned work to be carried out at your Home.

Plan	Maximum Contract Value (HK\$)
A	150,000
B	150,000
C	100,000

Provided always that the above mentioned work must not be carried out if any alteration or removal of structural support of your Home/Building is involved, unless approval is granted by the relevant authority and specially agreed by Us.

#### 16) BREAKAGE OF WINDOW GLASS DURING TYPHOON

We will pay for loss or damage from accidental breakage of window glass at your Home caused by typhoon up to HK\$10,000 in aggregate during the Period of Insurance.

#### 17) ACCIDENTAL DAMAGE TO MOBILE PHONE / TABLET OR LAPTOP COMPUTER

We will indemnify You or Your Family for Accidental Damage to mobile phone, portable telecommunication equipment, tablet or laptop computer (including any accessories attached to it at the time of loss) owned and carried by You or Your Family occurred anywhere in the world during the Period of Insurance.

We will not pay more than HK\$2,500 for any one mobile phone or portable telecommunication equipment, and HK\$5,000 for any one tablet or laptop computer in any one occurrence. A maximum of two device reimbursements under this clause will be allowed during the Period of Insurance.

We do not cover :

- i) theft or accidental loss;
- ii) damage due to wear and tear, gradual deterioration, chipping, scratching or denting;
- iii) damage due to mechanical or electrical failure or breakdown;
- iv) damage which can be recovered from any other sources;
- v) damage to items specifically insured under separate insurance policy or separate section of this Policy;
- vi) liquid damage.

This benefit is not applicable to Plan C or if You or Your Family is below 18 years of age at the time of the damage.

#### 18) ONLINE PURCHASED GOODS PROTECTION

We will reimburse You or Your Family for the actual financial loss of goods and the associated shipping charges which You or Your Family purchased on the internet by your or Your Family's personal bank account or credit card which is issued by a licensed bank incorporated in Hong Kong under the Banking Ordinance (Cap. 155 of the Laws of Hong Kong), provided that You or Your Family must be such personal bank account holder / principal cardholder, in the event of:

(a) Non-Delivery of Goods:

the purchased goods have been lost and could not be found by the delivery company (which is responsible for the final shipment delivery to You or Your Family) more than 30 days from the scheduled delivery date, provided that the delivery company has confirmed the purchased goods could not be found, and the seller or such delivery company fails to provide replacement or refund to You or Your Family within 60 days of the initial scheduled delivery date; or

(b) Accidental Damage of Goods Upon Delivery:

improper functioning due to Accidental Damage of the purchased goods at the time of receipt by You or Your Family if the seller or delivery company fails to provide replacement or refund to You or Your Family within 30 days of delivery.

Provided that all below conditions are met by You or Your Family:

1. the goods lost or damaged must have a value of at least HK\$500 per order including local taxes but excluding delivery/transportation costs;
2. the goods must be received by You or Your Family or the representative of You or Your Family in person;
3. the delivery address for the goods must be your Home or your or Your Family's workplace in Hong Kong;
4. a shipment tracking number and scheduled delivery date must be assigned and provided by the seller of the goods or a designated delivery company;
5. You or Your Family must take all necessary reasonable action against the seller and/or the delivery company to send replacement goods or full refund in writing;
6. in the event that a claim for non-delivery is paid, and the original purchased goods eventually arrive, You should pay back any indemnity received to Us; and
7. You or Your Family should cooperate with Us and help Us to enforce any legal rights that You or Your Family or We may have in relation to the loss.

We will not pay more than HK\$1,500 for any one item and HK\$10,000 for any one occurrence and 2 occurrences in aggregate during the Period of Insurance.

We will not pay for:

1. any damage not reported to Us within 24 hours from the receipt of the purchased goods;
2. any loss of or damage to item being left behind or unattended in a public transport or vehicle of any other kind or in public places;
3. failure to provide proof for the late delivery, loss of or damage to, or return of purchased goods;
4. late delivery of purchased goods due to absence of recipient;
5. any tax, insurance cost or surcharge in relation to delivery;
6. loss due to failure to observe the conditions of the issuer of the card;
7. loss caused by depreciation or shortage due to errors or omissions;
8. loss not incurred within the Period of Insurance;
9. loss or damage arising from or in connected with the followings:
  - a) goods purchased did not under your or Your Family's name;
  - b) any purchase by supplementary credit card.
  - c) any future earned value or income of the goods purchased;
  - d) any goods purchase not made on the internet or purchased not paid by your or Your Family's personal bank account or credit card;
  - e) incorrect delivery address provided by You or Your Family;
  - f) collection of goods upon delivery not in person by You or Your Family or the representative of You or Your Family;
  - g) disappearance/loss of purchased goods upon receipt unless following a forcible and violent entry to or exit from your Home or your or Your Family's workplace which has been

reported to the police authority in person within 24 hours of discovery;

- h) misplacement or mysterious disappearance;
  - i) any motor vehicle, automobiles, motorcycles, motor scooters, airplanes, boats, watercraft, or any equipment parts or accessories thereof, or any equipment and/or parts necessary for its operation and/or maintenance;
  - j) lawful confiscation by police, government, agencies, courts, or other empowered authorities, or goods deemed to be illegal by local government authorities;
  - k) living creatures, animals, plant, consumable or perishable items including but not limited to flowers, food, drink, drugs, nutrition supplements;
  - l) any breakage or damage to fragile articles;
  - m) cash, bullion, negotiable instruments, shares, travellers checks, or tickets of any description including but not limited to tickets for sporting or entertainment events, or travel;
  - n) services provided via the internet such as cinema tickets, air tickets, hotel bookings, car rental or financial advice;
  - o) access to internet websites, software, data files downloaded off the internet, or non-tangible items including but not limited to music files, photos, reading material, books or movies;
  - p) goods purchased from an individual either through a private transaction, or an online bidding or auction website;
  - q) counterfeit or fake goods;
  - r) losses due to mechanical failure, electrical failure, software or data failure, or loss of data;
  - s) goods purchased for resale, or items which are used goods, damaged/defected goods or second-hand goods at the time of purchase, or items that were used, rebuilt, refurbished, or remanufactured at the time of purchase;
  - t) goods used for or intended to be used for commercial, retail, property rental, or other business purposes;
  - u) goods purchased for commercial use including items purchased for re-sale or tools of trade or profession;
  - v) items that You and/or Your Family have rented or leased;
  - w) Valuable Property, antiques, firearms or collectable items;
  - x) mobile / portable radio telecommunication equipment (e.g. mobile / portable telephones and pagers) , tablet or laptop computers;
  - y) formal wear, including but not limited to evening gowns, wedding gowns, and tuxedos;
  - z) any hazardous materials, dangerous goods, prohibited or restricted articles by International Air Transport Association (IATA), International Civil Aviation Organisation (ICAO), any applicable government department or other relevant organisation;
  - aa) the costs or charges which do not relate to any purchase;
  - bb) the shipping fee of returning purchased goods (whether damaged or not damaged);
  - cc) any loss of or damaged to the goods during delivery for return of purchased goods (whether damaged or not damaged);
  - dd) goods which is specifically insured under another insurance policy or is recoverable from any other source;
  - ee) floods, tsunamis, typhoons, tornadoes, earthquake or volcanic eruption.
- 19) **PSYCHIATRIC SERVICES**  
We will pay the necessary and reasonable medical fees or charges actually incurred and supported by receipted accounts from a registered psychiatrist or registered clinical psychologist subject to a maximum of HK\$10,000 in aggregate during the Period of Insurance in respect of treatment of You or Your Family diagnosed to be suffering from post-traumatic stress disorder by a physician as a direct result of kidnapping, abduction, home invasion or mugging.
- No Excess is applicable.
- This benefit is not payable if Burglary / Robbery Harm Allowance is payable.

## 20) ECO LIVING COVERAGE

If any of the insured items under Section 1 of this Policy 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.

Under these circumstances, if such lost or damaged item is any of the Eligible Household Appliances and replaced with a new Energy Label Product of identical or improved quality, We will pay an extra benefit of not more than ten percent (10%) of the purchase price of

the replacing Energy Label Product with a minimum Grade 2 recognition under MEELS ("Mandatory Energy Efficiency Labelling Scheme"), subject to a maximum limit of HK\$1,000 during the Period of Insurance.

## 21) OUTDOOR PROPERTY EXTENSION

This Policy is extended to cover:

loss of or damage to furniture, washing machine and refrigerator whilst contained in or on balcony, patios, terraces, roof, veranda, forecourt or backyard of your Home or in the open generally.

We will not pay more than HK\$2,500 for any one item and HK\$50,000 in aggregate during the Period of Insurance.

## LIMIT OF INDEMNITY

The maximum amount We will pay under this Section during the Period of Insurance is the Sum Insured as shown in 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) as owner of your Home 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 will 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 or Your Family;
- 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 or Your Family;
- 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 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, aircrafts (including drone), watercrafts, lifts or elevators;
- 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 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, unless:
  - a) the period of each such work does not exceed 2 months; and

- b) the contract value of each such work does not exceed the amount as stated below:

<u>Plan</u>	<u>Maximum Contract Value (HK\$)</u>
A	150,000
B	150,000
C	100,000

- ; and
- c) the amount of any exterior works which form part of such works does not exceed 20% of the total contract value.
- 13) a breach of any duty imposed by law in relation to
- any building within the meaning of the Buildings Ordinance (Cap. 123 of the Laws of Hong Kong) erected in contravention of that Ordinance; or
  - any building works, or street works, carried out in contravention of the Buildings Ordinance (Cap. 123 of the Laws of Hong Kong);
- 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) any claim and loss based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
- asbestos, or
  - 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.

### DOMESTIC HELPER LIABILITY EXTENSION

We will also cover your Domestic Helper against all sums for which he or she becomes legally liable in respect of:

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

happening in connection with an accident and arising out of and in the course of his or her employment with You and/or Your Family occurring during the Period of Insurance and within the Geographical Limits.

We will also pay the legal costs and expenses recoverable by any claimant from You and/or the Domestic Helper and all costs and expenses incurred with our written consent.

### 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 (Cap. 344 of the Laws of Hong Kong) (referred to hereinafter as "the Ordinance").

The indemnity is provided only under the following conditions: -

- 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
- 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.

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 LIABILITY

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 the Limit of Liability as stated in the Schedule.

We may in connection with any one claim or number of claims arising out of one occurrence pay to You the Limit of Liability (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

We will not be liable for the first HK\$3,000 each and every water damage claim under this Section unless specifically mentioned in the Schedule.

## SECTION 3 – BUILDING (Optional)

### WHAT IS INSURED

We will cover You against any Accidental Loss of or Damage to your Building during the Period of Insurance unless the cause is specifically excluded.

### WHAT IS NOT INSURED

We do not cover:

- loss or damage caused by or resulting from or in connection with: -
  - wear and tear, inadequate maintenance;
  - mildew, fungus, rot, corrosion, rust, gradual deterioration;
  - change in temperature, color, flavor, texture or finish;
  - insects, vermin, animals, birds;
  - atmospheric or climatic conditions, action of light;
  - cleaning, repairing, restoring;
  - chipping, scratching or denting;
  - domestic animals which You own or are in your care, custody, or control;
  - mechanical breakdown and/or malfunction of electrical appliances and computer equipment;
  - inherent fault or defective workmanship, defective material or design;
  - mysterious disappearance or unexplained loss or damage;
  - deliberate or malicious acts committed by You, Your Family or any employees of You or Your Family;
  - loss of or damage to electrical equipment and wiring caused by artificially generated electrical current;
  - any unauthorized structures and/or unauthorized building erection demolition repair installation and renovation works on or within the House. For the purpose of this clause the meaning of unauthorized structures and unauthorized building works will be construed in accordance with the Buildings Ordinance (Cap. 123 of the Laws of Hong Kong);
  - the enforcement by the Government of any ordinance or law regulating the construction repair or demolition of the Building;
  - alterations or repairs involving the removal of structural support;
  - landslip, subsidence or erosion;
  - settling or cracking of land resulting from earth movements or underground water pressure, shrinkage or expansion of foundation;
  - pressure waves caused by aircraft or other aerial devices;
  - Your Home or any part of it is let or sub-let, or is subdivided flat.
- 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 about 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

We will not be liable for :

- 1) the first HK\$1,000 or 10% of each and every water damage claim whichever is the greater, unless specifically mentioned in the Schedule; and
- 2) the first HK\$250 of each and every claim other than those stated in 1) above unless specifically mentioned in the Schedule.

## 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 a cash payment to You or paying the cost of the actual repairs or rebuilding.

In the event of a claim for an item covered under this policy, the claim amount will first be applied to Section 1, up to the maximum limit specified for that section. Should the loss or damage amount exceed the limit of Section 1, any remaining unsettled amount may then be claimed under Section 3, subject to the maximum limit available under that section

## OTHER BENEFITS PROVIDED

### 1) ALTERNATIVE ACCOMMODATION / LOSS OF RENT

In the event of your Home being rendered uninhabitable due to Accidental Loss or Damage insured under this Section, We will pay You either

- a) i. the necessary and reasonable cost incurred for temporary accommodation until your Home is fit to live in again;
- ii. the necessary and reasonable cost incurred for temporary boarding for your pet until your Home is fit to live in again;
- or
- b) the rent of the Home which supposed to be received by You during the period necessary for rebuilding or repairing the Building.

We will not pay more than:

- HK\$1,500 per day for the cost of alternative accommodation; and
- HK\$3,000 per day for the cost of temporary boarding for your pet; and
- HK\$50,000 in aggregate during the Period of Insurance.

We will not pay for the loss of rent, if:

- i) your legal interest in the Home or House ceases at the time of the loss, destruction or damage;
- ii) the tenant continues to pay You the rent despite the destruction or damage;
- iii) a signed tenancy agreement is not in force at the time of destruction or damage;
- iv) the loss of rent period is less than one whole month;
- v) You decide to discontinue letting the Home;
- vi) the repair or rebuilding has been delayed by You, or anyone acting with your consent or on your behalf.

You can only claim under either 1a) or 1b) of this benefit, but not under both, in respect of any losses arising from the same cause.

You can only claim under either ALTERNATIVE ACCOMMODATION / LOSS OF RENT of Section 1 or Section 3, but not under both, in respect of any losses arising from the same cause.

### 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 insurance policy.

We 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.

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

### 3) LANDSLIP & SUBSIDENCE EXTENSION

This Policy is extended 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 this Section during the Period of Insurance is the Sum Insured shown in the Schedule and such amount is inclusive of all claim payment made under "Other Benefits Provided" as stated herein.

## SECTION 4 - PERSONAL ACCIDENT (Optional)

### 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. Neither alteration in the terms of this Policy nor any endorsement thereon, will be held valid unless the same is signed or initialled by an authorised representative of Us.
- 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 (70). Thereafter We may accept further renewal of the Policy at our own discretion.

### WHAT IS NOT INSURED

We do not pay for or cover any bodily injury, death or disability indirectly or directly caused by, resulting from or in connection with:

- a) circumstances or medical conditions giving rise to a claim under this Policy known to have existed at the time of application for this insurance;
- b) air travel 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;
- c) engaging in air crew;
- d) engaging in service or duty with the Police or any armed force or Fire Service or security guard service of any country;
- e) engaging in a sport in a professional capacity or where income or remuneration would or could be earned from engaging in such sport;
- f) engaging in or practising parachuting or any sporting activities in connection with an aircraft;
- g) engaging in or practising hang gliding;
- h) engaging in or practising any kind of race (other than on foot or swimming) or trial of speed or reliability or endurance;
- i) engaging in or practising potholing, mountaineering or rock climbing necessitating the use of guides or ropes;
- j) engaging in trekking or hiking at an altitude of over 5,000 meters above sea-level, or scuba diving to a depth greater than 30 meters below sea-level;
- k) suicide, intentional self-inflicted injury or wilful exposure to peril (other than in an attempt to save human life);
- l) pregnancy, childbirth, pre-existing physical or mental defect or infirmity, mental disorder of any kind, psychosis, stress or depression or acute mountain sickness;
- m) 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;
- n) any kind of sickness or disease; or any loss caused by Bodily Injury which is a consequence of any kind of disease;
- o) 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);
- p) 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 or the effects of solvent abuse;

- q) fighting (except in bona fide self defence), provoked assault, resistance to arrest;
- r) illegal acts of You or the Insured Person or any person acting on behalf of You or the Insured Person;
- s) any expenses related to cosmetic surgery, apparatus to correct visual acuity or refractive error, contact lenses, glasses or hearing aids and prosthesis;
- t) any cost arising from procurement or use of special braces, implants, appliances or equipment including but not limited to wheel chairs and crutches;
- u) the cost of dental treatment unless such treatment is for emergency and caused by Bodily Injury to the sound natural teeth;
- v) dentures, crowns or bridges.

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.

### SPECIAL PROVISIONS

- a) Disappearance  
We shall presume death to have been suffered by the Insured Person if he or she is missing for twelve (12) 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 within twelve (12) consecutive months as a result of exposure to the elements of violent, severe or prolonged weather conditions, 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 the 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
<b>PERCENTAGE</b>	
1) Total and permanent disablement from engaging in or attending to any kind of employment, business, profession or occupation	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 and incurable 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 under the Temporary Disablement Benefit in the Schedule.

#### 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 Registered Medical Practitioner, or a fully qualified and registered 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 Registered 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 legally married 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 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 one consultation per day and HK\$150 per consultation.  
  
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 the 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 on a licensed public transport conveyance which any member of the public can board as a fare-paying passenger, comprising of multi-engine airplane, bus, coach, train, tram, ship, hovercraft, ferry and taxi, and is neither chartered nor operated by a contractor nor operated by a private carrier.
- 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 (Optional)

### WHAT IS INSURED

We will cover You and Your Family in respect of Valuables and Personal Effects against any Accidental Loss or Damage happening anywhere in the world during the Period of Insurance.

### WHAT IS NOT INSURED

We do not cover:

- 1) any 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 or laptop 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 committed by You, Your Family or any employees of You or Your Family;
- 8) excluded risks including:
  - a) wear and tear, inadequate maintenance;
  - b) mildew, fungus, rot, corrosion, rust, gradual deterioration;
  - c) change in temperature, color, flavor, texture or finish;
  - d) insects, vermin, animals, birds;
  - e) atmospheric or climatic conditions, action of light;
  - f) cleaning, repairing, restoring;
  - g) chipping, scratching or denting;
  - h) domestic animals which You own or are in your custody, care or control;
  - i) mechanical breakdown and/or malfunction of electrical appliances and computer equipment;

- j) inherent fault or defective workmanship, defective material or design;
  - k) depreciation in value;
  - l) mysterious disappearance or unexplained loss or damage;
  - m) loss of or damage to electrical equipment and wiring caused by artificially generated electrical current
  - n) loss of or damage to sports equipment while in use or being left unattended;
  - o) detention, seizure or confiscation by customs or other officials.
- 9) any Valuables in the course of removal or transit.
  - 10) any unspecified items if only specified item(s) is(are) insured and named in the Schedule of the Policy.

### OTHER BENEFITS PROVIDED

#### 1) MONEY / CREDIT CARDS

We will pay for:

- i) loss of Money owned and carried by You or Your Family anywhere in the world for social and domestic purposes, directly arising from robbery or theft involving forcible, violent and visible means. We will not pay more than HK\$2,500 for any one occurrence and in aggregate during the Period of Insurance; and
- ii) losses due to unauthorised use of credit cards up to HK\$10,000 for any one occurrence and in aggregate during the Period of Insurance.

Provided that You and Your Family 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.

We do not cover:

- i) any loss not reported to local police authority in person within 24 hours of discovery;
- ii) any loss of item being left behind or unattended in a public transport or vehicle of any other kind or in public places;
- iii) any loss of Money which is not carried by You or Your Family at the time of loss;
- iv) any loss caused by depreciation or confiscation;
- v) shortage due to error or omissions;
- vi) loss or damage which can be recovered from any other sources;
- vii) loss or damage to items specifically insured under separate insurance policy or separate section of this Policy;

#### 2) 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 aggregate during the Period of Insurance.

#### 3) SPORTS EQUIPMENT

We will pay for Accidental Loss of or Damage to sports equipment anywhere in the world up to HK\$2,500 in aggregate during the Period of Insurance 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.

### EXCESS

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

### 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 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.

#### LIMIT OF INDEMNITY

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

### SECTION 6 - DOMESTIC SERVANTS (Optional)

#### EXCLUSIONS APPLICABLE TO THE WHOLE SECTION

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

- 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 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 Helper 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 Helper's insurance and resulting in medical treatment received within 3 consecutive months immediately before inception of the Domestic Helper's insurance, it being understood that if no medical treatment is incurred on such Bodily Injury sickness or disease within 3 consecutive months immediately after inception of the Domestic Helper's insurance, benefits under these items shall subsequently become effective;
- 6) unless otherwise specified in the Schedule, no coverage shall be provided for any Domestic Helper(s) who are not aged between 16 and 65 during the Period of Insurance.
- 7) Asbestos Exclusion Clause
  - 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.

#### ITEM 1) EMPLOYEES' COMPENSATION COVER

If any Domestic Helper 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 Employees' Compensation Ordinance (Cap. 282 of the Laws of Hong Kong) (referred to hereinafter as "the EC Ordinance") and independently of the EC 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 EC Ordinance during or subsequent to the Period of Insurance altering the legal liability of the Insured under the EC 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 EC 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 fulfill 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 Helpers 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 Helper 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 Helper's employment to which such Disease was due first affected the Domestic Helper; 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 Helper'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 Hong Kong ("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.

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

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 EC Ordinance;
- 5) any late payment surcharge fines penalties or punitive aggravated or exemplary damages for which the Insured may become liable under the EC Ordinance or independently of the EC 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)**

##### **ITEM 2) HOSPITAL & RELATED EXPENSES COVER**

We will indemnify You for

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

#### **EXCLUSIONS APPLICABLE TO ITEM 2**

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

- 1) nervous or mental disease or disorder, venereal disease, congenital anomalies and deformities, infertility, sterilization, heart disease or cancer;
- 2) rehabilitation, rest-cure or physical check-up;
- 3) cosmetic or plastic surgery unless to correct an injury for which this Section covers;
- 4) any expenses related to apparatus to correct visual acuity or refractive error, contact lenses, glasses or hearing aids and prosthesis;
- 5) any cost arising from procurement or use of special braces, implants, appliances or equipment including but not limited to wheel chairs and crutches;
- 6) the cost of dental treatment unless such treatment is for emergency and caused by Bodily Injury to the sound natural teeth;
- 7) dentures, crown, or bridges;
- 8) vaccinations, immunisation, injections or preventive medication;
- 9) injury or illness sustained outside Hong Kong;
- 10) pre-existing ailments.

#### **COVER B (applicable if stated in the Schedule)**

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

In the event the Domestic Helper 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\$200 per visit per day for each Domestic Helper during the Period of Insurance, provided such treatment is received from a Registered Medical Practitioner.

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

Total maximum amount payable under this benefit for each Domestic Helper is HK\$4,000 per year during the Period of Insurance.

##### **Special Condition for ITEM 2**

The payment of charges from Chiropractors, occupational therapists, acupuncturists (other than Chinese Medical Practitioners in this item) and the like is subject to the availability of a referral letter or similar certification from a Registered Medical Practitioner.

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

In the event the Domestic Helper 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.

This cover extends to include Day Care Surgery. Day Care Surgery means all medically necessary surgical procedures and related treatment provided by or on the order of a Registered Medical Practitioner to the Domestic Helper at a clinic or a Hospital. Day Care Surgery cover excludes all non-surgical procedures and related treatment.

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

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

If the Domestic Helper 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\$300 for each day of confinement. The maximum amount payable under this item for each Domestic Helper is HK\$6,000 per year during the Period of Insurance.

## EXCLUSIONS APPLICABLE TO ITEMS 2, 3 and 4

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

- 1) nervous or mental disease or disorder, venereal disease, congenital anomalies and deformities, infertility, sterilization, heart disease or cancer;
- 2) rehabilitation, rest-cure or physical check-up;
- 3) cosmetic or plastic surgery unless to correct an injury for which this Section covers;
- 4) any expenses related to apparatus to correct visual acuity or refractive error, contact lenses, glasses or hearing aids and prosthesis;
- 5) any cost arising from procurement or use of special braces, implants, appliances or equipment including but not limited to wheel chairs and crutches;
- 6) the cost of dental treatment unless such treatment is for emergency and caused by Bodily Injury to the sound natural teeth;
- 7) dentures, crown, or bridges;
- 8) vaccinations, immunisation, injections or preventive medication;
- 9) injury or illness sustained outside Hong Kong;
- 10) pre-existing ailments.

## ITEM 5) DENTAL EXPENSES

In the event the Domestic Helper 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 Dentist.

The maximum amount payable under this item for each Domestic Helper 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 or in connection with:

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

## ITEM 6) PERSONAL ACCIDENT BENEFITS

In the event the Domestic Helper sustains Bodily Injury during his or her rest days and during the Period of Insurance and such Bodily Injury is not covered by the EC Ordinance resulting in accidental death or permanent disablement occurring within 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 loss by physical severance at or above the wrist or ankle or the total and permanent loss of use of an entire hand, arm, foot or leg.

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

The maximum amount payable under this item for each Domestic Helper 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 or in connection with:

- 1) Bodily Injury occurring outside the rest days of the Domestic Helper;
- 2) the Domestic Helper 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 Helper or his/her mortal remains to the country of residence for the Insured's contractual liability to repatriate the Domestic Helper before the expiry of the Domestic Helper's term of employment under the following circumstances and conditions:

- i) in the event of serious sickness or Bodily Injury resulting in the Domestic Helper being certified by a 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 Helper's death and such repatriation expenses shall include the Domestic Helper'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 Helper 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 Helper in the event that the Insured repatriates the existing Domestic Helper 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 Helper is HK\$10,000 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 Helper 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 Helper, whichever is the sooner;
- iii) moneys due by the Insured to the Domestic Helper 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 Helper;
- vi) the maximum amount payable for each Domestic Helper 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 Helper during the Period of Insurance due to:

- 1) discovery of any act of infidelity of the Domestic Helper and a valid claim is payable under Item 9 "Fidelity Guarantee" of this section;
- 2) serious sickness or Bodily Injury or death of the Domestic Helper 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 Helper is HK\$500 per year during the Period of Insurance.

#### **ITEM 11) MEDICAL PROTECTION FOR ABUSE OF YOUR FAMILY**

In the event that You or any member of Your Family sustains Bodily Injury caused by intentional malicious act of the Domestic Helper, the Company will pay the necessary and reasonable medical expenses actually incurred for the treatment of such Bodily Injury, provided that such treatment is received from a Registered Medical Practitioner, the incident must be reported to the police and a medical report is filed.

The Company will also pay the necessary and reasonable medical expenses actually incurred within 6 months from the date of occurrence of Bodily Injury and supported by receipted accounts from a registered psychiatrist or registered clinical psychologist subject to a maximum of HK\$1,000 per day per visit in respect of treatment for You or any member of Your Family diagnosed to be suffering from post-traumatic stress disorder by a Registered Medical Practitioner as a direct result of sustaining Bodily Injury for whom compensation is payable under this item.

The maximum amount payable under this item for all of You and Your Family is HK\$10,000 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 Cover A - Item 2) Hospital and Related Expenses Cover, or Cover B - Item 2) Clinical Expenses, Item 3) Surgical & Hospitalisation Expenses, Item 4) Service Interruption Cover and Item 5) Dental Expenses, for each Domestic Helper 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 EC 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 Helper.
- 3) **Change in Domestic Helper**  
During the Period of Insurance, any new Domestic Helper replacing an existing Domestic Helper 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 Helper.
- 4) **Proof of Loss**  
It is a condition precedent to any liability of the Company under this Policy that the Insured shall at his/her own expense furnish to the Company such certificate information and evidence as the Company may from time to time reasonably require in the form and of the nature described by the Company. The Company shall be allowed at its own expense upon reasonable notice to the Insured to have a medical examination of the Domestic Helper from time to time or in the case of death upon reasonable notice to the Domestic Helper's legal personal representative to have a post-mortem examination of the body.

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

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

#### **GENERAL EXCLUSIONS APPLICABLE TO THE WHOLE POLICY**

- 1) We will not cover any accident, loss, damage or liability which occurred or existed before You applied for this 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:

- 2) **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.
- 3) **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 3b) above does not apply to Item 1 "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.

- 4) **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.
- 5) **Consequential loss or damage of any kind unless specifically provided for otherwise in the Policy.**
- 6) **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 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.

#### 7) 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 your property 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) 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 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 and your representative shall be conditions precedent to our liability 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 Household 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.

- 1) 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.

#### 2) 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.

#### 3) 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.



8) MISREPRESENTATION / FRAUD

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

If there is any misrepresentation or omission to inform Us of any material information at the time of applying for this insurance or at the time of making a claim, whether it is intentional or not, We shall not be liable under the Policy.

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. 609 of the Laws of Hong Kong) 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 (not applicable to Personal Accident Section and Domestic Servants Section - Cover B Personal Accident Benefits stated under Item 6)

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 as shown below subject to a minimum premium of \$500, provided no claim has arisen during the current Period of Insurance.

Short-term rate table:

<u>Period of Insurance already covered</u>	<u>Refund Premium</u>
up to 1 month	80% of premium paid by You
up to 2 months	70% of premium paid by You

up to 3 months	60% of premium paid by You
up to 4 months	50% of premium paid by You
up to 5 months	40% of premium paid by You
up to 6 months	30% of premium paid by You
up to 7 months	20% of premium paid by You
up to 8 months	10% of premium paid by You
Over 8 months	No Refund

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.

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 to be construed 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.

# iHome 家居保險保單

(本中文譯本是保險單之意譯本，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。)

本合約是以「閣下」簽訂的建議書及聲明作為基礎，而「閣下」必須繳付「承保表」內訂明的保費，以作為本保單之約因。

本保單連同一併附奉的「承保表」及日後增訂的「批單」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「我們」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，「我們」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，或有任何資料錯誤，請立刻把文件退回，以便更改。

如「閣下」對任何事項存疑，請與「本公司」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。

## 詞彙解釋

本保單內某些詞語，在文內一律如下闡釋。

「意外」是指：—  
一宗意外事故或由單一事源引起的一連串意外事故。

「意外損失（之）或損毀（的）」是指：—  
由不可避免、不尋常、不可預見及不可預期的事故所造成實質的損失或損毀，而該事故需獨立於任何其他的原因及是為有關之損失或損毀的唯一及直接原因。但不包括蓄意造成之損失或損毀。

「身體損傷」是指：—  
純粹和直接因意外、暴力、可見及外來因素並獨立於任何其他原因，而非因患病、疾病或逐步身體或精神損耗及損傷引致之身體損傷。

「樓宇建築」是指：—  
「閣下」的「家居」樓宇結構，包括：  
a) 牆壁及其油漆、地板、門及門框、窗連窗框；  
b) 固定裝置設備及可拆卸裝置設備，包括但不限於、水管、電纜／電線、固定玻璃、衛生設備、固定或永久地安裝在「閣下」「家居」結構上的部件；  
c) 作為住宅用途的附屬建築物；  
d) 游泳池、硬地網球場、花園圍牆、平台、露台、籬笆、圍欄、大閘、小徑及車路；  
但不包括擋土牆、地基、排水渠或違規結構、建築物或附屬建築物。

「中醫師」是指：—  
根據《中醫藥條例》（香港法例第 549 章）下註冊及合資格於「香港」行醫的中醫師，但「閣下」或「閣下」之家屬除外。

「家庭傭工」是指：—  
「承保表」之「家庭傭工保障部份」中記名及其他部分中不記名且合法受聘於「閣下」或「閣下的家庭成員」，並於「閣下」的「家居」工作及符合本保單受保條件的家庭傭工。

「能源效益標籤產品」是指：—  
於《能源效益（產品標籤）條例》（香港法例第 598 章）所訂明之「表列型號」。

「合資格家用電器」是指：—  
室內空調機、家用雪櫃、洗衣機、抽濕機、電視、儲水式電熱水爐、氣體煮食爐及即熱式氣體熱水爐。

「自負額」是指：—  
「閣下」就每宗索償必須自行承擔的金額。

「家居裝置及設備」是指：—  
「閣下」或「閣下的家庭成員」對「家居」所有的室內裝飾和非結構性元素，這些元素是永久安裝或固定在「閣下」家中的，包括：  
a) 地磚、門（連框）、窗戶（連框）、牆面覆蓋物、天花板裝置、浴室套件、嵌入式廚房、嵌入式衣櫃、嵌入式櫃子和嵌入式地毯；  
b) 設計為在房屋出售或空置時與房屋一起保留的物品；  
但不包括電器、獨立家具、鬆散地毯及任何可拆卸物品。

「地區」是指：—  
世界各地，但美國及加拿大除外。

「地理區域界限」是指：—  
a) 「香港」及／或澳門  
b) 如有關短暫逗留，則指世界各地，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」所載之建築物及以磚頭、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。

「醫院」是指：—  
合法設立並領取合法醫院牌照的機構，主要服務包括向傷病者提供住院護理及治療服務，並且：  
a) 備有系統性設施以提供診斷、治療及主要手術服務；  
b) 由註冊護士每日 24 小時提供護理服務；  
c) 由一位或多位「註冊醫生」監督運作；及  
d) 並非主要提供診所、療養所、戒酒或戒毒中心、護理院、療養院或復康中心或老人院或作近似性質的服務的機構。

「家居物品」是指：—  
「閣下」的「家居裝置及設備」、傢具（包括鋼琴）、家居陳設、家庭用品及電器（包括「閣下」或「閣下的家庭成員」租用的家庭電器）、「金錢」、「個人物品」、「貴重財物及珍藏品」，惟以下物品除外：

a) 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；

**重要事項** — 請細閱此保單，如需更正，請即通知本公司。

- b) 牲口、寵物及動物；
- c) 培植中的農作物及植物；
- d) 船（手動除外）、氣墊船、船隻及外置發動機或其零件及配件；
- e) 飛機或任何飛行或航天裝置，以及此等裝置的配件及零件，包括但不限於衛星天線、外置電視及收音機天線、天線裝置、天線杆及天線塔、無人機；
- f) 流動／手提無線電訊器材，例如流動／手提電話、傳呼機，平板或手提電腦；
- g) 搬運或運送途中的物品；
- h) 「特別物品」；
- i) 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，有關賠償只會按其尚未使用時的空件價值計算。若購買時已載有預錄內容，則「我們」會以市場最新的售價作為最高賠償額；
- j) 契約、債券、匯票／承付票（於「金錢」中指定則除外）、任何文件（包括但不限於護照、身份證、駕駛執照或任何種類的證書）手稿、彩票、紀錄或電腦紀錄或軟件
- k) 放置於陽台、平台、露台、屋頂天台、走廊、前庭、後院或露天地方的「家居物品」；
- l) 屬於「閣下」「家居」的樓宇結構；
- m) 排水渠及水管；
- n) 不屬於「閣下」的「家居裝置及設備」；
- o) 違規建築物或結構。

「受保人」是指：—

「承保表」之「個人意外保障部份」中記名並獲得本保險保障之人士。

「金錢」是指：—

作社交用途或自用的現金、支票、郵政匯票、銀行本票、車船或飛機票、存款證、通用郵票、禮券、八達通卡／八達通手錶、或任何儲值裝置或電子貨幣（包括因搶劫或盜竊後被他人盜用八達通卡／八達通手錶或任何儲值裝置或電子貨幣而引致的損失）。

「噪音所致的失聰」是指：—

「噪音所致的失聰」與《職業性失聰（補償）條例》（香港法例第 469 章）中相關詞語同義。

「伴侶」是指：—

與「閣下」以等同於婚姻的關係一起生活的人，不論同性或異性。

「保險期」是指：—

「承保表」訂明、「我們」已同意接受而「閣下」已繳付或同意繳付適當保費的保險期限。

「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，但不包括：

- a) 其他保險單特定註明承保的財物；
- b) 契約、債券、匯票、證券、任何文件（包括但不限於護照、身份證、駕駛執照或任何種類的證書）手稿、業務、專業或貿易貨物或設備；
- c) 流動／手提無線電訊器材，例如流動／手提電話、傳呼機，平板或手提電腦；
- d) 隱形眼鏡、假牙、義肢、露營用品、槍械；
- e) 「貴重財物及珍藏品」、「金錢」、八達通卡／手錶、信用卡、或任何儲值裝置或電子貨幣；
- f) 任何人土擁有、受信託保管、持管或控制而其間作專業用途之樂器、體育設備及攝影器材；
- g) 使用中的運動服裝及裝備；
- h) 食物和飲品。

「物理治療師」或「牙醫」或「脊醫」是指：—

根據「香港」法例正式註冊及合資格的物理治療師／牙醫／脊醫，但「閣下」或「閣下」之家屬除外。

「肺塵埃沉著病」及「間皮瘤」是指：—

「肺塵埃沉著病」及「間皮瘤」與《肺塵埃沉著病及間皮瘤（補償）條例》（香港法例第 360 章）中相關詞語同義。

「註冊醫生」是指：—

根據「香港」或意外發生後接受治療之國家地區法例註冊及合資格的西醫，但「閣下」、「受保人」或其家屬除外。

「承保表」是指：—

一份載有「閣下」及其之保障計劃等詳細資料的文件。「承保表」是本保單的一部份。

「特別物品」是指：—

- a) 因任何專業工作、商業事務或職業而持有或使用的物品；或
- b) 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（八達通手錶除外）、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（八達通手錶除外）、攝影器材（包括手提攝錄機）、望遠鏡、皮草、樂器（鋼琴除外）。

「我們」／「本公司」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」／「投保人」是指：—

「承保表」中所訂明為投保人的個人或公司。

（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」一起居住於「閣下」「家居」之配偶、「伴侶」、子女、父母及親屬。

## 更改保單

如「我們」有必要更改本保單上的條款，「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 天後生效。

## 第一部份 – 家居物品保障

### 承保事項

除非成因乃本保單訂明的不承保事項，否則在「保險期」內如「閣下」和「閣下的家庭成員」的「家居物品」在「閣下」「家居」中蒙受「意外損失或損毀」，「本公司」將會提供保障。

### 不承保事項

「我們」並不承保：

- 1) 由以下原因導致或引起或與以下相關的損失或損毀：
  - a) 損耗、維修不善；

- b) 霉菌、真菌、腐壞、腐蝕、生鏽、逐漸老化；
  - c) 溫度、顏色、氣味、質感或光潔度等變化；
  - d) 昆蟲、害蟲、動物、雀鳥；
  - e) 光線、大氣及氣候現象；
  - f) 清潔、修理及修補；
  - g) 削損、刮花或撞凹；
  - h) 「閣下」擁有、照顧或管理的家養動物所導致的損失；
  - i) 電器及電腦失靈或機件故障；
  - j) 固有缺陷或工藝瑕疵、物料或設計缺陷；
  - k) 離奇失蹤或無法解釋的損失或損毀；
  - l) 「閣下」、「閣下的家庭成員」或其僱員故意或蓄意造成的損失或損毀；
  - m) 人工電流導致的電器及電線損失或損壞；
  - n) 任何物品的失蹤或遺失，除非因強行或行使暴力進入或離開「閣下」「家居」並於發現事件後 24 小時內向警方報案的損失則除外；
  - o) 被「閣下」、「閣下的家庭成員」或其僱員、或任何經「閣下」或「閣下的家庭成員」或其僱員批准進入「閣下」「家居」之人士偷竊的物品；
  - p) 「閣下」、「閣下的家庭成員」或其僱員的不誠實或不忠誠行為所導致的損失；
  - q) 山泥傾瀉、地陷或天然風化腐蝕；
  - r) 因泥土移動或地下水壓力而引致地面下沉或出現裂縫、地基收縮或膨脹；
  - s) 飛機或其他飛行裝置產生的壓力波；
  - t) 「閣下」「家居」或其中一部分被出租或轉租、或是分拆的公寓單位；
  - u) 食物或飲品變質，除非於本部份「其他保障」特別提供則除外。
- 2) 因污染或沾污物所導致損失、損毀或損壞的費用及開支，除非遭損毀或損壞的投保物品乃因本保單所承保危險引起的污染或沾污物導致則例外。
  - 3) 任何同時受保於本保單的「第五部份-全球個人財物保障」的「家居物品」或物件或事項的損失或損毀。
  - 4) 任何同時受保於本保單的「第三部份-樓宇建築保障」的「家居物品」或物件或事項的損失或損毀。

## 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、外或周圍發生的火災、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、爆竊、車輛、馬匹或牛隻撞擊、任何水喉系統或裝置排放、溢水或漏水所招致的損失作出賠償。

## 「自負額」

「我們」將不會賠償：

- 1) a) 如「閣下」「家居」之樓齡為 30 年或以下，每宗水損事故索償的首港幣 1,000 元或索償額之 5%，兩者以較高者為準；或
- b) 如「閣下」「家居」之樓齡介乎 31 至 40 年之間，每宗水損事故索償的首港幣 3,000 元或索償額之 10%，兩者以較高者為準；或
- c) 如「閣下」「家居」之樓齡介乎 41 至 50 年之間，每宗水損事故索償的首港幣 5,000 元或索償額之 20%，兩者以較高者為準；或
- d) 如「閣下」「家居」之樓齡介乎 51 至 55 年之間，每宗水損事故索償的首港幣 10,000 元或索償額之 20%，兩者以較高者為準；或

- e) 於「承保表」中本部份特別定明之水損事故「自負額」；或
- f) 於發生損毀時，如「閣下」未能提供「家居」樓齡之證明或上述 1a)至 1d)中的任何一項均不適用，則每宗水損事故索償的首港幣 10,000 元或索償額之 20%，兩者以較高者為準；及

- 2) 除非於「承保表」特別註明，否則每宗非水損事故索償的首港幣 500 元。

## 賠償準則

「本公司」可選擇以維修或重置、賠款或重新更換受損物品的方式作出賠償。除非於「承保表」另有訂明，否則「我們」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、徽章、瓷器及攝影器材）的最高賠償額為港幣 15,000 元，而每段「保險期」的最高賠償額則為「賠償限額」的三分之一；
- 2) 每宗「金錢」損失或任何一系列珍藏郵票、錢幣或徽章的最高賠償額為港幣 2,500 元，而每段「保險期」的最高賠償額則為港幣 10,000 元；
- 3) 任何一部攝影器材，如相機或攝錄機或其配件／輔助器材的最高賠償額為港幣 2,000 元，而每段「保險期」的最高賠償額亦為港幣 2,000 元；
- 4) 任何一瓶酒或任何一件／套／系列玻璃器皿、瓷器、陶器或水晶或其他易碎物品的最高賠償額為港幣 5,000 元；
- 5) 任何一副太陽鏡或眼鏡的最高賠償額為港幣 1,000 元，而每段「保險期」的最高賠償額亦為港幣 1,000 元；
- 6) 任何一件、一對或一套「家居物品」（上列第 1 至 6 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，「我們」則會以維修費作賠償。

如受損物品可以維修，但沒有進行維修，「我們」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，「我們」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。

如任何屬於一對或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或整套或整系列受保物品有何特別價值，「我們」對受損部份的賠償將按其於整對或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或整套或整系列物品之完全損失或損毀。

「我們」不能保證受損「家居物品」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／租金損失

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，「我們」將會向「閣下」支付以下其一：

- a) i. 必要及合理的臨時居所費用，直至「閣下」的「家居」適合居住為止；
- ii. 必要及合理的寵物臨時寄宿費用，直至「閣下」的「家居」適合居住為止；
- 或
- b) 於需要重建或維修「家居」期間，「閣下」仍繼續支付之「家居」租金。

「我們」所支付的賠償不會超過以下最高限額：

- 就臨時居所費用，最高賠償額為每天港幣 1,500 元；及
- 就寵物臨時寄宿費用，最高賠償額為每天港幣 3,000 元；及
- 每段「保險期」的最高賠償總額則為港幣 50,000 元。

如發生以下情況，「我們」將不支付租金損失：

- i) 「閣下」於「家居」或「家居物品」的合法權益在其遭受損失、破壞或損毀時已經終止；或
- ii) 業主免除「閣下」因有關破壞或損毀需支付的租金；或
- iii) 在破壞或損毀時，已簽署的租賃協議並未生效；或
- iv) 損失租金的時期少於一個整月；或
- v) 「閣下」決定終止租住「家居」；或
- vi) 「閣下」或任何經「閣下」同意或代表「閣下」之人士延遲維修或重建工作。

「閣下」只可對由同一原因引起的任何損失向本保障第 1a) 節或第 1b) 節提出索償。

「閣下」只可對由同一原因引起的任何損失向「第一部份」或「第三部份」之「臨時居所／租金損失」提出索償。

### 2) 個人意外

如「閣下」或「閣下的家庭成員」因「家居」發生火警或偷竊事件受傷而於事後 3 個月內身故，「我們」將支付最高港幣 150,000 元（計劃 A）／港幣 100,000 元（計劃 B）／港幣 50,000 元（計劃 C）的賠償。

本項保障不設「自負額」。

### 3) 爆竊／搶劫受傷津貼

如「閣下」或「閣下的家庭成員」因「家居」內發生爆竊或搶劫事件而受傷，經「註冊醫生」診斷並獲發病假不少於連續 4 天，「我們」便會向每名傷者賠償港幣 10,000 元。

本項保障不設「自負額」。

### 4) 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壞，「我們」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、大閘鎖及大門鎖及／或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。

### 5) 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。

「我們」所支付每宗事故及每段「保險期」的最高賠償額均不會超過港幣 5,000 元。

### 6) 辦公室內個人物品

如「閣下」放置於辦公室的「個人物品」因「意外損失或損毀」，「我們」將支付賠償，而每段「保險期」的最高賠償額為港幣 2,500 元。

「閣下」索償之前，必須向僱主及警方報失。

### 7) 商務公幹時攜帶的個人金錢／個人物品

如由「閣下」擁有及攜帶的「個人物品」或用作社交及私人用途之個人「金錢」於「閣下」離開「香港」到海外公幹時因「意外損失或損毀」，「我們」將支付賠償。

「我們」所支付每宗事故的最高賠償額為港幣 2,500 元，而每段「保險期」的最高賠償額則為港幣 5,000 元。

「我們」並不承保：

- a) 未於發現失竊後 24 小時內親身向當地警方報失的損失或損毀；
- b) 遺留或於無人照管下放置在公共交通工具或其他任何種類的車輛內或公共場所的物品之損失；
- c) 於案發時不是由「閣下」攜帶之「金錢」損失；
- d) 因貶值、沒收而引致的損失；
- e) 因錯誤或遺漏而引致的缺額；
- f) 可從任何其他途徑取回的損失；
- g) 在其他保單或本保單的其他部份特別投保項目的損失；
- h) 八達通卡／手錶、信用卡、或任何有關儲值裝置或電子貨幣的損失。

### 8) 公眾假期的金錢增額保障

如在《公眾假期條例》（香港法例第 149 章）所訂之公眾假期期間（星期日除外），於「閣下」「家居」發生之「金錢」「意外損失」，有關之每宗賠償額將增加至港幣 5,000 元。

但不論任何情況下，每段「保險期」有關「金錢」損失之最高賠償額仍維持在港幣 \$10,000 元。

### 9) 暫時搬遷

如「閣下」的「家居物品」需暫時遷往在「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「意外損失或損毀」，「本公司」將提供保障。

「我們」所支付每宗事故及每段「保險期」的最高賠償額均不會超過港幣 50,000 元。

### 10) 家傭個人物品

「我們」會賠償與「閣下」同住的家庭傭工存放於「閣下」「家居」因「意外損失或損毀」的「個人物品」。但如「閣下」的家庭傭工並未猶如「閣下」般遵守本保單的條款及條件而引致的損失，則恕不保障。

「我們」所支付每宗事故及每段「保險期」的最高賠償額均不會超過港幣 5,000 元。

### 11) 搬遷保障

如「閣下」聘請專業搬運公司協助從「閣下」「家居」遷往位於「香港」境內的新永久住所，「我們」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器皿、瓷器、陶器或水晶或其他易碎物品；

d) 每宗損失的首港幣 1,000 元。

「我們」所支付任何一件物品的最高限額不會超過港幣 10,000 元，而每段「保險期」的最高賠償額則不會超過港幣 100,000 元。

## 12) 山泥傾瀉及地陷保障

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蒙受損失或損毀，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：

- 海岸風化侵蝕
- 巨浪
- 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 元或百分之十（10%）（兩者中以較高者為準）。

## 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」：

- 在「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。
- 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。

## 13) 租客責任

如「閣下」作為租客因以下事故所招致的法律責任，「我們」將支付不可超過「家居物品」「賠償限額」的百分之十（10%）的賠償。

a) 因以下原因導致「家居」中業主的固定裝置及設備損失或損毀

- 風暴或洪水、由任何固定供水或排水系統或固定發熱裝置或洗衣機導致的漏油或水；
- 以暴力方法進入或離開之盜竊或企圖盜竊；
- 天線倒塌；

b) 為「閣下」「家居」提供服務的電線或地下水管的意外損毀；

c) 所有作為「家居」一部分的固定玻璃及衛生設施的意外破損，包括在「家居」中 太陽能發電板上的玻璃、已固定浴缸、淋浴盆、浴屏、坐浴盆、洗臉盆、防濺板、底座、水槽、洗手盆和水箱（及其裝置和配件）。

## 14) 清理損壞「家居物品」費用

任何因本保單所承保之風險而導致的損毀發生後，若「閣下」須為其後必要的清理「家居物品」支付費用，而「閣下」又未能根據任何其他保單對該筆費用作出追討，則「我們」將會就以上情況實際所招致的費用作出賠償。

「我們」只會支付清理遭損毀或損壞現場及毗鄰地方之瓦礫泥頭的費用或開支。

「我們」所支付每宗事故及每段「保險期」的最高賠償額均不會超過港幣 10,000 元。

## 15) 家居改動及維修

本保險對「閣下」的「家居物品」所提供的「意外損失或損毀」保障並不會因「閣下」或「閣下」聘請的任何獨立承辦商於「閣下」的「家居」所進行的任何改動、維修、裝修或保養工程而有所影響，惟該工程的工程期均不得超過兩（2）個月，而其合約價值亦不得超過以下所列金額，否則必須事先通知「本公司」，並須獲書面批准，而「本公司」則保留收取額外保費的權利。

計劃	最高合約金額（港幣／元）
A	150,000
B	150,000
C	100,000

除非獲得有關當局及「本公司」特別批准，否則上述工程不得涉及「閣下」的「家居」／「樓宇建築」任何支撐結構的改動或移除。

## 16) 颱風期間窗戶玻璃損毀

「我們」將賠償「閣下」「家居」的窗戶玻璃因颱風造成之意外損毀，惟每段「保險期」的最高賠償總額為港幣 10,000 元。

## 17) 意外損毀的流動電話／平板或手提電腦

「我們」將賠償由「閣下」或「閣下的家庭成員」擁有及攜帶並於「保險期」內在全球任何地方「意外損毀的」流動電話、手提電訊設備、平板或手提電腦（包括在發生損毀時附屬於其之任何配件）。

「我們」所支付每宗事故及每部流動電話／手提電訊設備之賠償不會超過港幣 2,500 元、平板或手提電腦之賠償不會超過港幣 5,000 元。每段「保險期」賠償最多合共兩次。

「我們」並不承保：

- 盜竊或意外遺失；
- 由損耗、逐漸老化、削損、刮花或撞凹導致的損毀；
- 由機件或電器故障或失靈導致的損毀；
- 可從任何其他途徑取回的損毀；
- 在其他保單或本保單的其他部份特別投保項目的損失；
- 液體而引致的損毀。

此保障不適用於計劃 C 或於案發時「閣下」或「閣下的家庭成員」年齡為 18 歲以下。

## 18) 網上購物保障

「我們」將賠償如「閣下」或「閣下的家庭成員」以其個人銀行帳戶或信用卡（需由根據《銀行業條例》（香港法例第 155 章）在「香港」註冊成立的持牌銀行發行）於互聯網上購

物而導致以下的實際貨品損失及有關運費損失，惟「閣下」或「閣下的家庭成員」必須是該個人銀行帳戶持有人／主卡持有人：

(a) 貨品未能送抵

如已購買的貨品於運送期間遺失並由預定收貨日起計30天後，獲得貨運公司（負責最終運送貨品給「閣下」或「閣下的家庭成員」的貨運公司）確認有關貨品已於運送過程中遺失及無法找回，而賣方或該貨運公司均未能由最初預定收貨日起計60天內補送貨品或退款予「閣下」或「閣下的家庭成員」；或

(b) 送抵貨品意外損毀

如已購買的貨品在送抵交付時因「意外損毀」出現功能故障，而賣方或貨運公司均未能於送達之日後30日內補送貨品或退款予「閣下」或「閣下的家庭成員」。

惟「閣下」或「閣下的家庭成員」必須遵循／符合以下所有條件：

1. 遺失或損毀之貨品價值必須至少為每筆訂單港幣\$500，包含當地稅費但不包括貨運／運輸費用；
2. 貨品必須由「閣下」或「閣下的家庭成員」或其代表親身簽收；
3. 送貨地址必須為「閣下」「家居」或「閣下」或「閣下的家庭成員」在「香港」的工作場所；
4. 貨品必須有賣方或指定的貨運公司提供和分配的運單編號及預定收貨日；
5. 「閣下」或「閣下的家庭成員」必須採取所有必要的合理措施，以書面形式要求賣方及／或貨運公司發送替換貨品或退還購物款項；
6. 在收到了未能送抵貨品的賠款後，如原來已購買的貨品最終送達，「閣下」必須將收到的所有賠款退還「我們」；及
7. 「閣下」或「閣下的家庭成員」應配合「我們」的工作，協助「我們」行使關於「閣下」或「閣下的家庭成員」所提出損失的任何合法權利。

「我們」所支付任何一件物品的最高限額不會超過港幣 1,500 元及每宗事故的最高賠償額不會超過港幣 10,000 元，而每段「保險期」的賠償則不會超過 2 宗事故。

「我們」並不承保：

1. 未於簽收貨品後 24 小時內向「我們」報告的損毀；
2. 遺留或於無人照管下放置在公共交通工具或其他任何種類的車輛內或公共場所的物品之損失或損毀；
3. 未能提供有關貨品延誤運送、損失或損毀、或退回之證明；
4. 因未有收件人所引致運送延誤；
5. 任何與運送有關的稅項、保費或附加費；
6. 因未能遵守信用卡發行機構的條件而造成的損失；
7. 因貶值而引致的損失或因錯誤或遺漏而引致的缺額；
8. 不是於「保險期」內發生的損失。
9. 任何由以下引致或相關的損失或損毀：
  - a) 非以「閣下」或「閣下的家庭成員」名義購買的貨品；
  - b) 以附屬卡購買的貨品；
  - c) 貨品的未來賺取價值及收入；
  - d) 任何非於互聯網上進行的購物或並非以「閣下」或「閣下的家庭成員」的個人銀行帳戶或信用卡購買的貨品；
  - e) 「閣下」或「閣下的家庭成員」提供不正確的送貨地址；
  - f) 任何非「閣下」或「閣下的家庭成員」或其代表親身簽收的貨品；

- g) 任何已簽收之貨品的失蹤或遺失，除非因強行或行使暴力進入或離開「閣下」「家居」並於發現事件後 24 小時內向警方報案的損失則除外；
- h) 放置不當或離奇失蹤；
- i) 機動車、汽車、電單車、小型電單車、飛機、船隻、水上運輸工具、或其上的任何裝置、零件或配件、或其操作及／或維修保養所需的任何設備及／或零件；
- j) 貨品被警方、政府機關、法院或其他授權機構依法沒收或當地政府機關認定屬於非法的貨品；
- k) 生物、動物、植物、易耗品或易腐品，包括但不限於鮮花、食品、飲品、藥品、保健品；
- l) 任何易碎物品的破損或損毀。
- m) 現金、金銀、流通票據、股票、旅行支票或任何類型的票券（包括但不限於體育賽事、娛樂活動的入場券或旅遊景點的門票）；
- n) 透過互聯網提供的服務，包括訂購電影票、機票、預訂酒店、租車、理財諮詢等；
- o) 互聯網站的訪問權、或從互聯網下載的軟體或數據檔案、或無形物品，包括但不限於音訊檔、照片、閱讀材料、書籍或電影等；
- p) 透過私下交易或線上競投或拍賣網站從個別人士購買的貨品；
- q) 偽造或假冒的產品；
- r) 因機械故障、電器故障、軟件或數據故障造成的損失，或數據丟失；
- s) 購買作轉售的貨品，或購買時為已使用貨品、受損／有瑕疵貨品或二手貨品的物品，或購買時已使用過或經過改造、翻新或重制的物品；
- t) 用於或計劃用於商業、零售、物業租賃或其他商業目的的貨品；
- u) 購買作商業用途的貨品，包括用於轉銷售的貨品、貿易工具或專業工具等；
- v) 「閣下」或「閣下的家庭成員」租用或租賃的物品；
- w) 「貴重財物及珍藏品」、古董、槍械或收藏品；
- x) 流動／手提無線電訊器材，例如流動／手提電話、傳呼機，平板或手提電腦；
- y) 正裝，包括但不限於晚禮服，婚紗和燕尾服
- z) 任何有害物質、危險物品、由國際航空運輸協會（IATA）、國際民航組織（ICAO）、任何有關的政府部門或其他相關機構所禁止或限制物品；
- aa) 與購物無關的費用或收費；
- bb) 退回已購買的貨品之運費（不論該貨品是否已損壞）；
- cc) 退回已購買的貨品時發生之損失或損毀（不論該貨品是否已損壞）；
- dd) 在其他保單已特別投保的貨品或可從任何其他途徑取回的損失；
- ee) 水災、海嘯、颱風、暴風、龍捲風、地震或火山噴發。

19) 精神科服務保障

如「閣下」或「閣下的家庭成員」因綁架、誘拐、入屋行劫或行凶搶劫而直接導致醫生診斷患有創傷後遺症並需接受治療，「我們」將支付有收據證明的註冊精神科醫生或註冊臨床心理學家的必要和合理的實際醫療費用，每段「保險期」的最高賠償額則為港幣 10,000 元。

本項保障不設「自負額」。

如支付爆竊／搶劫受傷津貼，則不支付此保障。

20) 環保生活保障

如任何「第一部份」下的承保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，「我們」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。

如本保單承保的「合資格家用電器」如以質量相同或提高品質的產品更換受損產品，而該受損物品被置換為至少二級「能源效益標籤產品」，「我們」將額外支付不多於新產品購入價之百分之十(10%)，而每段「保險期」的最高賠償額則不會超過港幣 1,000 元。

## 21) 戶外財物保障

此保單的承保範圍已擴展至：

放置於陽台、平台、露台、屋頂天台、走廊、前庭、後院或露天地方的傢具、洗衣機及雪櫃的損失或損毀。

「我們」所支付任何一件物品的最高限額不會超過港幣 2,500 元，而每段「保險期」的最高賠償額則不會超過港幣 50,000 元。

## 賠償限額

「我們」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「賠償限額」。

## 第二部份 - 個人法律責任保障

### 承保事項

「我們」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：

- 以私人住戶身份佔用「家居」
- 以純粹由「閣下」及「閣下的家庭成員」佔用的「家居」之業主身份
- 以「家居」業主身份（如「閣下」投保第三部份「樓宇結構保障」）
- 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：

- 意外死亡或身體受傷，包括患病；
- 財物意外損失或損毀。

此外，「本公司」亦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

「我們」並不承保與以下有關的任何責任：

- 「閣下」或「閣下的家庭成員」或任何為其服務之人士的身體受傷；
- 「閣下」或「閣下的家庭成員」或任何為其服務之人士擁有、保管或控制的財物損失或損毀；
- 擁有、佔用或使用任何並非「承保表」訂明為「閣下」「家居」／「樓宇建築」的土地或建築物；
- 任何物業或建築物由於「閣下」或其僱員或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；
- 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）；
- 從事任何商業事務、交易、專業工作或職業；
- 擁有、管有、駕駛或使用機動車輛、飛機（包括無人機）、船隻、升降機或扶手電梯；
- 擁有、使用或管有任何動物（家養狗隻或貓隻除外）；
- 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；
- 搬運、清除或清理滲漏、污染物或沾污物費用；

- 罰款、刑罰、處分或懲戒性損失；
- 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。除非：
  - 每項此等工程的時間不超過 2 個月；及
  - 每項此等工程的合約價值不超過下列所述的金額

計劃	最高合約金額（港幣／元）
A	150,000
B	150,000
C	100,000

；及

  - 若此等工程涉及外牆工作，其金額不可超過合約總金額的 20%；
- 違反任何與以下有關的法律責任：
  - 違反《建築物條例》（香港法例第 123 章）所定義範圍內的任何建築物；或
  - 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；
- 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；
- 任何因以下各項引致、直接或間接導致或有關的索償：
  - 石棉；或
  - 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。

### 家庭傭工責任保障

「我們」將會就「閣下」的「家庭傭工」在保險期內及受僱於「閣下」及「閣下」家庭成員的工作期間因疏忽導致以下情況的法律責任作出賠償：

於「保險期」內在「地理區域界限」內引致他人：

- 意外死亡或身體受傷，包括患病；
- 財物意外損失或損毀。

此外，「本公司」亦會支付任何索償人向「閣下」及／或「閣下」的「家庭傭工」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。

### 公共地方的業主法律責任保障

「我們」將保障「閣下」作為「閣下」「家居」／「樓宇建築」所在的「大廈」中「公用部份」的「業主」之一而按比例所承擔的法律責任。

「公用部份」、「大廈」及「業主」的解釋以《建築物管理條例》（香港法律第 344 章）（以下簡稱「該條例」）的釋義為準。

「我們」只會在以下情況下提供本項保障：

- 如「大廈」的「共有業主」或其代表並無就「大廈」的「公用部份」投保任何公共責任保險（以下簡稱「主保單」），本項保障方會生效；或
- 如已投購「主保單」，本項保障只會賠償超出「主保單」已支付或應付賠償額的溢額。

「我們」只會就「閣下」作為「該條例」第 39 條所釋定的「大廈」中不可分割份數的「業主」之一而需按比例所承擔的責任作出賠償（為免存疑，現聲明並不包括任何共有責任）。



## 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額（包括所有法律費用及開支）將會以「承保表」內所訂明的「賠償限額」為限。

「我們」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，「我們」毋須再就此等索償履行任何賠償責任。

### 「自負額」

除非於「承保表」中本部份特別註明，否則「我們」將不會賠償每宗水損事故索償的首港幣 3,000 元。

## 第三部份 – 樓宇建築保障（自選）

### 承保事項

除非成因乃本保單訂明的不承保事項，否則在「保險期」內如「閣下」的「樓宇建築」蒙受任何「意外損失或損毀」，「我們」將為「閣下」提供保障。

### 不承保事項

「我們」並不承保：

- 1) 由以下原因導致或引起或與以下相關的損失或損毀：
  - a) 損耗、維修不善；
  - b) 霉菌、真菌、腐壞、腐蝕、生鏽、逐漸老化；
  - c) 溫度、顏色、氣味、質感或光潔度等變化；
  - d) 昆蟲、害蟲、動物、雀鳥；
  - e) 光線、大氣及氣候現象；
  - f) 清潔、修理及修補；
  - g) 削損、刮花或撞凹；
  - h) 「閣下」擁有、照顧或管理的家養動物所導致的損失；
  - i) 電器及電腦失靈或機件故障；
  - j) 固有缺陷或工藝瑕疵、物料或設計缺陷；
  - k) 離奇失蹤或無法解釋的損失或損毀；
  - l) 「閣下」、「閣下的家庭成員」或其僱員故意或蓄意造成的損失或損毀；
  - m) 人工電流導致的電器及電線損失或損壞；
  - n) 「樓宇建築」內或上之現有或新建未經許可結構及／或未經許可建造、搭建、拆卸、修理、安裝及翻新工程。於本條款而言，未經許可結構及／或未經許可建築工程將依照《建築物條例》（香港法律第 123 章）詮釋；
  - o) 政府強制執行任何對監管「樓宇建築」的建造、修理或拆卸工程之條例或法律；
  - p) 涉及拆除結構支撐的改裝或維修；
  - q) 山泥傾瀉、地陷或天然腐蝕；
  - r) 因泥土移動或地下水壓力而引致地面下沉或出現裂縫、地基收縮或膨脹；
  - s) 飛機或其他飛行裝置產生的壓力波；
  - t) 「閣下」「家居」或其中一部分被出租或轉租、或是分拆的公寓單位。
- 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品乃因本保單所承保的風險引起的污染或沾污物導致則除外。

## 保障限制

如「樓宇建築」並非由「閣下」及「閣下的家庭成員」所居住，「本公司」只會就「樓宇建築」內、外或周圍發生的火災、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、爆竊、車輛、馬匹或牛隻撞擊、任何水喉系統或裝置排放、溢水或漏水所招致的損失作出賠償。

### 比例分攤條款

如「投保額」少於以損失時計算的全面重建成本的百分之八十（80%），即視為「投保額」不足，「本公司」應付的賠償額將按「投保額」佔以損失時之總重建成本的比例計算。基於「投保額」不足，「閣下」就投保不足部分將被視為「閣下」本身的承保人，並須按比率分攤損失。

### 「自負額」

「我們」將不會賠償：

- 1) 除非於「承保表」中特別訂明，否則每宗水損事故索償的首港幣 1,000 元或索償額之 10%，兩者以較高者為準；及
- 2) 除非於「承保表」中特別訂明，否則每宗非水損事故索償的首港幣 250 元。

### 賠償準則

「我們」將支付重建或維修「閣下」的「樓宇建築」至與其新落成時相同的狀況及程度所需的實際費用。「我們」將使用當時普遍採用的建築材料和施工方法。

「我們」亦會支付：

- a) 為符合政府或地方法律要求而須作出改動的任何額外費用；
- b) 獲「本公司」授權進行重建或維修的建築師、工程師及測量師所收取的費用；
- c) 拆除及清理建築廢料的費用。

然而，「我們」將不會支付：

- a) 超出受保建築物損毀時各相關專業聯會及／或專業團體所訂明的費用；
- b) 為符合規例要求所產生的費用，而有關通知於損失或損毀前已向「閣下」發出，或只與「閣下」「樓宇建築」沒有被損毀的部份有關。

「閣下」必須確保已獲「我們」批准的任何維修或工程可如期進行。

如「閣下」不重建或維修「閣下」的「樓宇建築」，「我們」將只會支付「閣下」受保建築物於損失前的賠償價值，以及拆卸及清理損毀廢物的合理費用。

如「閣下」的「樓宇建築」已被抵押給按揭公司，任何有關賠償金額將會支付予受抵押人，款項一經收妥則代表「我們」已完全履行責任。

「我們」有權選擇向「閣下」支付現金賠償或支付實際維修或重建的費用。

在根據本保單申請索賠的情況下，索賠金額將首先適用於「第一部分」，最高不超過該部分所列的最高限額。如果損失或損壞金額超過「第一部分」的限額，任何剩餘的未結算金額可根據「第三部分」進行索賠，但需遵守該部分的最高限額。

## 其他保障

### 1) 臨時居所 / 租金損失

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，「我們」將會向「閣下」支付以下其一：

- a) i. 必要及合理的臨時居所費用，直至「閣下」的「家居」適合居住為止；
- ii. 必要及合理的寵物臨時寄宿費用，直至「閣下」的「家居」適合居住為止；
- 或
- b) 於需要重建或維修「樓宇建築」期間，「閣下」本應收取之「家居」租金。

「我們」所支付的賠償不會超過以下最高限額：

- 就臨時居所費用，最高賠償額為每天港幣 1,500 元；及
- 就寵物臨時寄宿費用，最高賠償額為每天港幣 3,000 元；及
- 每段「保險期」的最高賠償額則為港幣 50,000 元。

如發生以下情況，「我們」將不支付租金損失：

- i) 「閣下」於「家居」或「樓宇建築」的合法權益在其遭受損失、破壞或損毀時已經終止；或
- ii) 租客於有關破壞或損毀期間仍繼續向「閣下」支付租金；或
- iii) 在破壞或損毀時，已簽署的租賃協議並未生效；或
- iv) 損失租金的時期少於一個整月；或
- v) 「閣下」決定終止出租「家居」；或
- vi) 「閣下」或任何經「閣下」同意或代表「閣下」之人士延遲維修或重建工作。

「閣下」只可對由同一原因引起的任何損失向本保障第 1a) 節或第 1b) 節提出索償。

「閣下」只可對由同一原因引起的任何損失向「第一部份」或「第三部份」之「臨時居所 / 租金損失」提出索償。

### 2) 災場清理費用

任何因本保單所承保之風險而導致的損毀發生後，若「閣下」須為其後必要的拆卸、支撐、承撐「樓宇建築」及清理泥頭（包括清理遭損毀或無損毀「家居物品」）支付費用，而「閣下」又未能根據任何其他保單對該筆費用作出追討，則「本公司」將會就以上情況實際所招致的費用作出賠償。

「本公司」只會支付清理遭損毀或損壞現場及毗鄰地方之瓦礫泥頭的費用或開支。

每宗索償的最高賠償額為港幣 10,000 元，而每段「保險期」的最高賠償額亦不可超過港幣 10,000 元。

### 3) 山泥傾瀉及地陷保障

此保單的承保範圍已擴展至：

「閣下」的「樓宇建築」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蒙受損失或損毀，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) 引用比例分攤條款後，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 元或百分之十（10%）為「自負額」（兩者以較高者為準）。

## 保證條款：

1) 「閣下」必須維持「樓宇建築」的狀態及功用良好，並且以負責任的態度採取所有措施防止其受本保單所承保的意外損毀發生。

2) 「閣下」必須依照「香港」的法律及政府所發出的守則及指引（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) 如出現下列情況，「閣下」必須立刻通知「本公司」：

- i) 在「閣下」的「樓宇建築」之下、周圍或附近如有進行任何挖掘工程。於該情況下，「本公司」有權更改或取消本保單之保障。
- ii) 任何本保單所承保的風險發生，並影響受保樓宇所在地點的任何部份（不論是否涉及受保物品）或其附近範圍。

## 賠償限額

「我們」於「保險期」內就本部份的最高賠償額包括「其他保障」不會超過「承保表」內訂明的「賠償限額」。

## 第四部份 – 個人意外保障（自選）

### 承保事項

倘於「保險期」內「受保人」蒙受「身體損傷」，「我們」將支付予「閣下」「承保表」內訂明的賠償。如「受保人」因「身體損傷」導致身亡，「我們」將向「承保表」內訂明的受益人支付賠償。

### 適用於此部份的條款

1. 當「閣下」獲悉任何「受保人」的就業、職業、職責或職務有變，或獲悉其他可能提高本保單索償風險的事態變化，必須立即以書面通知「本公司」。「本公司」或會要求「閣下」就上述變化繳付額外保費。除已獲得「本公司」授權人任簽署外，任何保單或批單條款之更改均屬無效。

2. 就「閣下」所知，如「受保人」有任何身體損傷或染病，「閣下」須於本保單續保前以書面通知「本公司」。

3. 本部份可在「本公司」及「閣下」雙方同意下每年續保，惟當「保險期」完結時，「受保人」之年齡若已達七十（70）歲，則保單便告終止。「本公司」可決定是否接受隨後的保單續保。

### 不承保事項

「我們」不會支付以下或並不承保由以下原因直接或間接導致或引致或與以下有關的身體損傷、死亡或傷殘：

- a) 於投保時已知悉的任何可能引致索償的情況或身體狀況；

- b) 以付費乘客身份乘搭持牌航空公司的國內或國際班機或領取適當牌照的包機以外的航空旅程；
- c) 為航空公司機組人員；
- d) 於任何國家擔任警隊、軍隊、消防或保安職務；
- e) 參與專業運動或參與任何將會或可以賺取收入或報酬的運動；
- f) 參與或進行跳傘或與飛機有關的任何運動；
- g) 參與或進行空中滑翔；
- h) 參與或進行任何競賽（競步或泳賽除外）、速度比賽或耐力賽；
- i) 參與或進行探洞或需使用輔助工具或繩索的爬山或攀石活動；
- j) 參與在海拔逾 5,000 米的高地徒步登山旅行或遠足、在逾 30 米水深進行水肺潛水活動；
- k) 自殺、自戕或蓄意危害本身安全（企圖拯救他人性命除外）；
- l) 懷孕、分娩、投保前已存在的身體上或心理上之缺陷或不全、神經失常、精神障礙、精神病、焦慮或抑鬱症或急性高山症；
- m) 人類免疫力缺乏症病毒(HIV)及／或與 HIV 有關的任何疾病，包括獲得性免疫缺損綜合徵(AIDS)及／或其導致的任何突變衍化物或變種；
- n) 任何性質之疾病或病症；或由任何疾病引發的「身體損傷」；
- o) 「受保人」因服用藥物（「註冊醫生」處方藥物除外，但不包括專為戒毒而處方的藥物）影響所致之事故；
- p) 「受保人」受酒精影響所致之事故（除非索償人可提供令「本公司」滿意的證據，證明「受保人」並非因醉酒而導致「身體損傷」）或受嗅吸溶劑影響所致之事故；
- q) 打架（自衛除外）、挑釁他人攻擊導致受傷、拒捕；
- r) 「閣下」或「受保人」或任何人士依照「閣下」或「受保人」指示作出的犯法或非法行為；
- s) 與整容手術、視力或屈光矯正的器材、隱形眼鏡、眼鏡或助聽器、義肢相關之任何費用；
- t) 因購買或使用特殊支架、植入物、輔助設備或裝置而產生之任何費用，包括但不限於輪椅和拐杖；
- u) 牙科治療的費用，除非天然健全牙齒因「身體損傷」引致之緊急治療則除外；
- v) 假牙、牙冠及牙橋。

如「我們」指稱任何索償基於上述「不承保事項」規定而不在本保單承保範圍內，則提供反證之責任須由「閣下」承擔。

## 特別條款

- a) **失蹤**  
倘若「受保人」連續失蹤十二（12）個月，以及有足夠證據讓「本公司」認為「受保人」已因「身體損傷」死亡，「本公司」便會假設「受保人」已經身故。於此情況下，「本公司」將履行責任支付死亡賠償。但倘在付款後「受保人」被發現仍在世，則必須向「本公司」退還有關的「死亡保障」賠償。
- b) **風險**  
倘若「受保人」因暴露於惡劣、嚴峻或持續的天氣環境影響下蒙受「身體損傷」並於十二（12）個月內死亡或傷殘，「本公司」將視其死亡或傷殘乃「身體損傷」所致。

## 基本保障

如「受保人」因上述的「身體損傷」純粹及直接導致以下傷亡情況，「本公司」將根據以下所列支付賠償：

**死亡** 「承保表」訂明的賠償額的 100%

下列**永久傷殘**情況 根據「承保表」訂明的賠償額按以下百分比支付

	百分比
1. 完全永久傷殘，不能從事任何工作或職業	100%
2. 完全及永久喪失一目或雙目視力	100%
3. 喪失以下肢體或完全永久喪失其功能：	
a) 身體任何一肢或兩肢	100%
b) 一手或兩手	100%
c) 肘部以上之手臂	100%
d) 肘部或以下之手臂	100%
e) 膝蓋以上之大腿	100%
f) 膝蓋或以下之小腿	100%
4. 完全永久精神失常	100%
5. 所有肢體完全及永久癱瘓	100%
6. 喪失以下肢體或完全及永久喪失其功能：	
a) 單手之拇指及四指	70%
b) 單手之四指	45%
c) 拇指（兩節）	25%
d) 拇指（一節）	10%
e) 食指（三節）	15%
f) 食指（兩節）	8%
g) 食指（一節）	4%
h) 其他每隻手指（三節）	10%
i) 其他每隻手指（兩節）	4%
j) 其他每隻手指（一節）	2%
k) 單足所有腳趾	2%
l) 大腳趾（兩節）	5%
m) 大腳趾（一節）	2%
n) 任何其他腳趾	3%
7. 完全及永久喪失：	
a) 雙耳聽覺	75%
b) 單耳聽覺	25%
c) 說話能力	60%
8. 任何不在上列的永久傷殘（喪失味覺或嗅覺除外）：	
賠償比例由「本公司」根據顧問評估意見釐定符合上列比例準則的賠償，但於任何情況下，均不會以「受保人」的就業情況或職業作為賠償的依據。	

## 短暫傷殘

「受保人」完全無法從事或執行正常職業或業務。「本公司」將賠償「承保表」內訂明的「短暫傷殘保障」之每週保障。

## 醫療費用

「受保人」蒙受「身體損傷」後連續十二（12）個月內所需的必要及合理醫療、外科手術、入住「醫院」、療養院及護士護理開支或費用。惟所有此等費用必須用於「註冊醫生」、認可及註冊的內外科醫生或護士所提供的專業醫療服務及／或遵照該「註冊醫生」、內外科醫生指示入住「醫院」所接受的專業醫療服務。

「本公司」的最高賠償額為「承保表」訂明就單一事件支付的「醫療費用保障」限額。

如「受保人」因遇劫而蒙受「身體損傷」，本項保障的限額將自動增加一倍。在任何情況下，每名「受保人」之賠償額均以港幣 300,000 元為限。

**年齡限制條款：**所有「受保人」的年齡必須介乎 16 至 70 歲。

## 任何一名受保人的保障限額

### 1. 「死亡保障」之賠償

- a) 除非「受保人」在蒙受「身體損傷」後十二（12）個月內死亡，否則「本公司」將不會支付「死亡保障」賠償；

b) 如「本公司」已就同一宗「身體損傷」事件支付「永久傷殘保障」，便不會另行支付「死亡保障」。然而倘若「本公司」支付任何「永久傷殘保障」後，「受保人」在事發後十二（12）個月內純粹因同一宗「身體損傷」死亡，而「死亡保障」金額高於已支付的「永久傷殘保障」，「本公司」則會支付兩者的差額。

## 2. 「永久傷殘保障」之賠償

a) 除非「受保人」向「本公司」提供符合要求之證據，證明於「身體損傷」後十二（12）個月內一直傷殘，並在「受保人」的餘生亦應會繼續傷殘，否則「本公司」不會支付「永久傷殘」保障賠償；

b) 如「受保人」的身體有兩項上表所列的永久傷殘情況，而其中一項乃屬於另一項之肢體部份，「本公司」將只會就賠償額較高的一項作出賠償；

c) 「本公司」向任何一名「受保人」所支付的「永久傷殘保障」，最高賠償總額不得超過「承保表」所訂明的賠償額的百分之百（100%）。

## 3. 「短暫傷殘保障」之賠償

a) 「受保人」因任何一宗「身體損傷」事件而導致短暫傷殘，最長的賠償期為一百零四（104）週；

b) 如「受保人」因死亡或永久傷殘而獲得「死亡保障」或「永久傷殘保障」之賠償，「本公司」將不會支付「短暫傷殘保障」；

c) 如「受保人」因任何一宗「身體損傷」事件短暫傷殘，隨後繼而死亡或永久傷殘，並獲得「死亡保障」或「永久傷殘保障」之賠償，則「本公司」就短暫傷殘所提供的保障期限將不會超過「受保人」開始喪失能力後五十二（52）週。如賠償期已逾五十二（52）週，則「本公司」將在應付的「死亡保障」或「永久傷殘保障」中扣除超額支付的「短暫傷殘保障」賠償金額；

d) 「受保人」需獲得「註冊醫生」簽發休假紙，「本公司」方會支付「短暫傷殘保障」；

e) 「受保人」需出示其僱主發出的休假證明，「本公司」方會支付「短暫傷殘保障」。

4. 任何本保單承保的「醫療費用保障」倘若另有其他保險承保，「本公司」只會支付超出其他保險賠償額的溢額。

有關「承保表」上所訂明的各項保障，除非「本公司」另行同意，否則需待至保障金額確定及協定後，方會一筆支付整賠償。

## 額外保障

### 1. 舉殯及遺體火化費用

如「受保人」因本保單所承保之意外事故死亡，「本公司」將會支付因「受保人」死亡所導致的必需及合理的舉殯及遺體火化費用（扣除一切可通其他途徑索償之款項），最高總賠償額為港幣 25,000 元，惟必須提供由「香港」認可承辦商發出及有收據可依的賬項文件。

### 2. 延伸配偶個人意外保障

「本公司」會為「受保人」之合法配偶提供不高於港幣 100,000 元的「死亡保障」及「永久傷殘保障」，惟「受保人」在本保單的「死亡保障」及「永久傷殘保障」的「投保額」不得少於港幣 1,000,000 元。

### 3. 衣服及個人物品損毀保障

若「受保人」的衣服及 / 或「個人物品」於「受保人」招致「身體損傷」的同一意外中損毀，而「受保人」亦能於本保單之「醫療費用保障」中獲得賠償，「本公司」則將會同時支付有關的衣服及「個人物品」損失（但只限「受保人」無法從其他途徑追討的損失），每宗意外最高賠償額為港幣 2,000 元。

### 4. 跌打及針灸治療費用

本保單保障「受保人」因「身體損傷」而招致的必需及合理的跌打及針灸治療費用，但「受保人」必須出示註冊跌打或針灸治療師所發出的收據以作證明。「本公司」會就每日及每次診治支付最高港幣 150 元的保障，而每年最高賠償總額則為港幣 1,500 元。

此項保障適用於在本保單的「醫療費用保障」投保不少於港幣 10,000 元之「受保人」。

### 5. 住院現金保障

若「受保人」因本保單受保的「身體損傷」而需入住「醫院」接受治療（物理治療、復康治療或療養除外），「本公司」將按「受保人」的住院期向「受保人」支付每週港幣 500 元之住院現金保障，最長賠償期則不超過五十二（52）週。

此項額外保障的現金賠償乃按「受保人」每一整週住院計算。如有不足一整週者，則按比例就每一整日住院計算。

### 6. 無索償優惠

如「受保人」於過去一年內沒有根據本保單索償，「死亡保障」及「永久傷殘保障」的保障金額將會按年增加百分之十（10%），累積增值至五（5）年為止。

如「受保人」將於另一保險公司投保的個人意外保險轉至「本公司」，他 / 她只須向「本公司」出示載有無索償優惠的續保通知書，便可繼續享有相同之「無索償優惠」。本保單的無索償優惠年期將與該續保通知書上所示相同，優惠年期最多可達五（5）年。「受保人」須自費向「本公司」提供續保通知書。

如「受保人」因任何理由不需要本保單的保障增值，「本公司」恕不退還任何保費。

如「受保人」在「保險期」內作出索償，其所享有之無索償優惠將會於本保單續保時扣減至零。

### 7. 雙倍賠償

如「受保人」於下列情況下招致「身體損傷」並導致死亡，「承保表」訂明的「死亡保障」賠償額將會增加一倍或港幣 1,000,000 元（兩者以較低者為準）：

a) 乘坐任何公眾人士均可以付費乘客身份登上的公共交通工具，包括多引擎飛機、巴士、公共客車、鐵路列車、電車、船、氣墊船、渡輪及計程車，該公共交通工具須由持有合法牌照之公司營運，但任何以特約承包形式運載或用作私人運輸用途的交通工具均不在承保之列；或

b) 在劫案或企圖搶劫事件中成為無辜受害者；或

c) 「受保人」在其住所所屬的住宅大廈的火警或爆炸中成為無辜受害者。

此項額外保障的賠償只以最初「承保表」訂明的保障限額為計算基礎，並不包括任何後來累積的「無索償優惠」。

## 第五部份 – 全球個人財物保障（自選）

### 承保事項

在「保險期」內，如「閣下」和「閣下的家庭成員」的「貴重物品」及「個人物品」在全球任何地方蒙受任何「意外損失或損毀」，「本公司」將會提供保障。

### 不承保事項

「我們」不承保以下各項：

- 1) 未於發現失竊 24 小時內親身向當地警方報失的損失或損毀；
- 2) 隱形眼鏡；
- 3) 流動／手提通訊器材，例如流動／手提電話、傳呼機、平板或手提電腦；
- 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) 無人看管汽車內的財物失竊（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」、「閣下的家庭成員」或其僱員故意或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、維修不善；
  - b) 發霉、真菌、腐壞、腐蝕、生鏽、逐漸老化；
  - c) 溫度、顏色、氣味、質感或光潔度等變化；
  - d) 昆蟲、害蟲、動物、雀鳥；
  - e) 光線、大氣及氣候現象；
  - f) 清潔、修理及修補；
  - g) 削損、刮花或撞凹；
  - h) 「閣下」擁有、照顧或管理的家養動物導致的損失；
  - i) 電器及電腦失靈或機件故障；
  - j) 固有缺陷或工藝瑕疵、物料或設計缺陷；
  - k) 貶值；
  - l) 離奇失蹤或無法解釋的損失或損毀；
  - m) 人工電流導致的電器及電線損失或損壞；
  - n) 體育器材於使用時或無人看管時的損失或損毀；
  - o) 被海關或其他官員的拘留、扣押或查封充公。
- 9) 搬運或運送途中的「貴重物品」。
- 10) 任何非訂明物品，除非於保單「承保表」另有訂明承保。

### 其他保障

- 1) 金錢／信用卡  
「我們」將會賠償：
  - i) 由「閣下」或「閣下的家庭成員」擁有及攜帶用作社交及私人用途之個人「金錢」在全球任何地方因搶劫或盜竊（涉及強迫、暴力和可見方法）而引致損失。然而，「我們」所支付每宗事故及每段「保險期」的最高賠償額均不會超過港幣 2,500 元；及
  - ii) 因信用卡被他人盜用而引致的損失，每宗事故及每段「保險期」的最高賠償額均不會超過港幣 10,000 元。

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

「我們」並不承保：

- i) 未於發現失竊後 24 小時內親身向當地警方報失的損失或損毀；
  - ii) 遺留或於無人照管下放置在公共交通工具或其他任何種類的車輛內或公共場所的物品之損失；
  - iii) 於案發時不是由「閣下」或「閣下的家庭成員」攜帶之「金錢」損失；
  - iv) 因貶值或沒收而引致的損失；
  - v) 因錯誤或遺漏而引致的缺額；
  - vi) 可從任何其他途徑取回的損失；
  - vii) 在其他保單或本保單的其他部份特別投保項目的損失；
- 2) 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因「意外損失或損毀」而需申請補發，「我們」將賠償有關的合理及必要費用。

「我們」所支付每宗事故及每段「保險期」的最高賠償額均不會超過港幣 1,000 元。

- 3) 體育器材  
如「閣下」的體育器材於全球任何地方遭受「意外損失或損毀」，「我們」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。

### 「自負額」

除非於「承保表」中本部份特別註明，否則「我們」將不會賠償每宗索償的首港幣 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被視為整對或整套物品之完全損失或損毀。
- 4) 除非「承保表」另有訂明，否則「我們」所支付任何一件物品的最高賠償額不會超過港幣 5,000 元。
- 5) 以損失發生時計算，倘若「投保額」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，是項規定亦適用於每一項受保物品。

### 賠償限額

「我們」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「賠償限額」。

## 第六部份 – 家庭傭工保障（自選）

### 適用於本部份的不承保事項

「我們」並不承保由以下原因直接或間接導致或引起或與以下相關的任何事件：

- 1) 不論在清醒與否的情況下自毀受傷或自殺（不論重罪與否）或任何類似的嘗試行為；
- 2) 分娩、懷孕、流產、墮胎或全部有關的併發症，儘管此等事故可能因意外而被加速或誘發。
- 3) 因服用或使用未經「註冊醫生」處方的酒精、麻醉劑或藥物引起的中毒和有關於毒癮及酗酒的治療。
- 4) 人類免疫缺陷病毒（HIV）及／或任何與人類免疫缺陷病毒有關的疾病，包括愛滋病（AIDS）及／或任何由其引致的突變或衍生的變異情況；
- 5) 「家庭傭工」在本保險單起保前為已存在的疾病而接受的治療，診斷，諮詢或處方藥。對於第二，三，四及五項，「家庭傭工」在「家庭傭工」保險起保前肢體的「身體損傷」，患病或疾病及「家庭傭工」保險起保前連續三（3）個月內「家庭傭工」接受的醫療診治將不獲保險保障。若該「身體受傷」，患病或疾病在「家庭傭工」保險起保後連續三（3）個月內從未醫療診治，則上述某些的保障將隨之生效。
- 6) 除非在「承保表」中另有訂明，否則本保險單將不會為在「保險期」內年齡小於十六（16）歲或大於六十五（65）歲的任何「家庭傭工」提供保障。
- 7) 石棉之不承保條款
  - 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報身體損傷或損毀。

### 第一節）僱員補償保障

倘任何直接受僱於投保人的「家庭傭工」，在「保險期」內及受僱期間於「地區」因工作發生「意外」或患上「疾病」引致「身體損傷」或死亡。

「本公司」將按保單賠償限額及載於或批註於本保單的不承保事項及條款（全部以下統稱為「本保單條款」），根據《僱員補償條例》（香港法律第 282 章）（以下簡稱「僱員補償條例」）及獨立於「僱員補償條例」，就此等「身體損傷」或死亡，賠償投保人的法律責任，支付索賠者的法律費用及有關開支，以及賠償投保人或承擔在「本公司」書面同意下代表投保人所需的法律費用及有關開支。

惟「保險期」內或「保險期」之後「僱員補償條例」有任何變更而改變了根據該「僱員補償條例」投保人需承擔的法律責任，「本公司」根據本保單所需承擔的責任將只限於該「僱員補償條例」未經改動時「本公司」需支付的金額。

倘投保人身故，「本公司」會就投保人招致的責任按本保單條款賠償予投保人的法定遺產代理人。惟該等法定遺產代理人必須如投保人一樣在可予適用的範圍內遵守及履行本保單條款，並受該等條款限制，方可獲得賠償。

### 賠償限額

- a) 就本保單為投保人承保的任何「意外」或疾病索償而言，「本公司」向投保人作出的賠償（包括在「本公司」書面同意下，由投保人或其代表所引致的費用及開支）總額上限為港幣 100,000,000 元，無論在同一次「意外」或疾病感染中可能導致或造成多少名「家庭傭工」身體損傷或死亡。

- b) 就投保人對「家庭傭工」於受僱期間（超過一段保單的「保險期」）感染疾病所須承擔的任何責任而言：

- i) 「本公司」根據所有保險保單向投保人作出的賠償總額（包括投保人或代表所引致的費用及開支），將不得超過該「家庭傭工」在受僱期間首次感染疾病時生效的保單所列的賠償限額；及
  - ii) 在不抵觸本文 b)(i) 段的限制下，「本公司」根據本保單向投保人作出的賠償（包括投保人或代表所引致的費用及開支），將以投保人就有關疾病所須承擔的責任比例為上限，即若該「家庭傭工」在本保單「保險期」內的受僱期間感染疾病，則須就有關疾病在整個受僱期作出賠償。
- c) 若任何「意外」或疾病導致「本公司」須向超過一名投保人作出賠償，「本公司」於 a) 及 b) 段所述之賠償限額則將為對所有投保人所作出的最高賠償總額。
  - d) 就當發生任何足以就本保單作出索償的「意外」或疾病，「本公司」可隨時向投保人支付本文 a) 或 b) 段所述有關「本公司」責任部份的全數款額（扣除任何已支付的賠償），或有關索償的較低和解款額，以及放棄任何與索償有關的抗辯、和解或訴訟行為，其後亦毋須承擔有關行為的任何補償、損害或費用，或投保人在「本公司」放棄有關行為後所產生的任何費用或開支、或因「本公司」的任何有關行為或遺漏，或「本公司」放棄該等行為而令投保人招致的任何損失、損害或開支。

### 恐怖活動條款／批單

即使本保單或其任何批單內有任何相反的規定，有關各方協定，因任何恐怖主義行為或為控制、防止或阻止任何腐敗行為而採取的任何行動，或因在任何方面與任何諧振行為有關而採取的任何行動，而直接或間接造成，引起或與之相關的意外或疾病，以致有任何身體受傷或死亡事故（「該傷亡事故」），不論是否有任何其他原因或事件同時或以任何其他先後造成該傷亡事故，在該情況下：

- a) 保單的賠償限額應為「本公司」依據其與「香港」政府（「港府」）所簽訂的《為恐怖主義風險而提供的財務安排協議》（「該財務安排協議」）的規定，從「港府」實際取得的款項。依據「該財務安排協議」，「港府」同意向「本公司」及其他獲准在「香港」經營僱員補償保險業務的直接保險公司提供財務安排，使保險公司能夠支付在僱員補償保單項下因恐怖主義事件導致的人命傷亡而提出的索償；
- b) 「本公司」在接獲 (i) 「港府」發出的批准書以確認「本公司」須付清索償及 (ii) 「港府」根據「該財務安排協議」下的款項後，始須支付賠款；及
- c) 為免生疑問，倘「本公司」基於任何理由（不論是否因為「港府」指稱該傷亡事故並不屬於「該財務安排協議」所涵蓋的範圍，或是否因為「本公司」違反「該財務安排協議」），沒有從「港府」收到「該財務安排協議」下的款項，則「本公司」毋須承擔支付賠款的責任。

就本批單而言，恐怖主義行為是指任何人（不論是單獨行事，還是代表或聯同任何組織或政府行事）為達到政治、宗教或意識形態的目的（包括意圖影響任何政府及／或使公眾或任何公眾組別陷入恐慌）而使用武力或暴力或其他手段的行為及／或以武力或暴力或通過其他手段作出威嚇的行為。

如「本公司」指稱該傷亡事故屬於本批單的保障範圍，則投保人須承擔提供反證之責任。

倘本批單的任何部分被裁定失效或不可強制執行，其餘條款仍具十足效力和作用。

除另作註明，否則本批單的用字和句語意義與本保單內所用的相同。

### 適用於第一節的不承保事項

「本公司」不會就下列情況做出賠償：

- 1) 任何投保人因經協議規定而須負擔的責任，指若沒有該項協議，投保人原本不應負擔的責任。
- 2) 投保人原應有權向其他一方追討，但該一方訂有協議以致未能獲得賠償的任何款項。
- 3) 因「肺塵埃沉著病或惡性間皮瘤」或「噪音所致的失聰」而引致的任何責任。
- 4) 對任何不屬於僱員補償條例中界定為僱員者的任何責任。
- 5) 任何在僱員補償條例或獨立於僱員補償條例訂明投保人有責任繳付的逾期付款附加費、罰款、加重的損害賠償或懲罰性賠償。
- 6) 因「本公司」未有收到充分通知而未能讓「本公司」於法院或審裁處參與訴訟的任何「意外」損傷或疾病索償。
- 7) 在美國或加拿大因意外所蒙受的任何損傷或疾病感染。

### 保障 A（如載於「承保表」，便將適用）

#### 第二節）醫療及相關費用保障

「我們」將對「閣下」作出以下賠償：

- 1) 「家庭傭工」住院期間的醫療和手術費用，而每位「家庭傭工」在「保險期」內的最高賠償額為港幣 5,000 元；
- 2) 在「家庭傭工」合約屆滿前，就以下情況「閣下」須履行的合約責任將「閣下」的「家庭傭工」遣返他／她的國家：
  - a) 身故 - 遣送遺體的實際費用，每位「家庭傭工」最高的賠償額為港幣 3,000 元；
  - b) 經「註冊醫生」證明因身體健康狀況而無法完成合約，每位「家庭傭工」的最高賠償額為港幣 3,000 元。

#### 適用於第二節的不承保事項

「我們」並不承保由以下原因直接或間接導致或引起或與以下相關的任何事件：

- 1) 精神或心理疾病或精神錯亂、性病、先天性異常或畸形、不育、不孕、心臟病或癌病；
- 2) 康復治療、療養或體格檢查；
- 3) 美容或整形手術，惟本部份保障範圍內因受傷而引致之矯形手術則除外；
- 4) 與視力或屈光矯正的器材、隱形眼鏡、眼鏡或助聽器、義肢相關之任何費用；
- 5) 因購買或使用特殊支架、植入物、輔助設備或裝置而產生之任何費用，包括但不限於輪椅和拐杖；
- 6) 牙科治療的費用，除非天然健全牙齒因「身體損傷」引致之緊急治療則除外；
- 7) 假牙、牙冠及牙橋；
- 8) 疫苗注射、免疫注射、注射或預防藥品；
- 9) 在「香港」境外的受傷或患病事故；
- 10) 受保前已存在的疾病。

### 保障 B（如載於「承保表」，便將適用）

### 第二節）門診費用

當「家庭傭工」因「身體損傷」或患上疾病而需要在診所接受治療，「本公司」將支付必須及合理的實際門診費用（扣除任何已獲賠償的總額或所有從其他來源獲取的賠償總額後）。每名「家庭傭工」在「保險期」內最高的賠償額為每天一次、每次港幣 200 元，惟此等治療須由「註冊醫生」進行。

「本公司」亦將支付必要和合理的實際物理治療或中醫治療費用，每名「家庭傭工」在「保險期」內最高的賠償額為每天一次、每次門診港幣 100 元，而每段「保險期」的最高賠償額為港幣 500 元，惟此等治療須由「物理治療師」或「中醫師」進行。

在「保險期」內，每位「家庭傭工」在此項保障的最高賠償額為每年港幣 4,000 元。

#### 適用於第二節之特別條款

由「脊醫」、職業治療師、針灸師（本節所列的「中醫師」除外）等人所收取的費用，須同時附有「註冊醫生」的轉介信或類似證明的情況下，才獲賠償。

### 第三節）手術及住院費用

「家庭傭工」如因「身體損傷」或患上疾病而需入住「醫院」接受外科手術或治療，「本公司」將支付必須及合理的實際費用，但賠償金額不得超過下列規定：

- a) 住院費和其他「醫院」雜項費用每天不超過港幣 300 元；
- b) 每次外科手術費不超過港幣 10,000 元；
- c) 麻醉師費用不超過 b) 項賠償之 25%；
- d) 手術室費用不超過 b) 項賠償之 12.5%。

此保障之承保保障包括日間手術。日間手術是指「家庭傭工」在診所或「醫院」內接受「註冊醫生」提供或囑咐進行而為醫療所需之所有外科手術程序及相關治療。日間手術保障不包括所有非外科手術程序及相關治療。

在「保險期」內，每位「家庭傭工」在此項保障的最高賠償額為每年港幣 30,000 元。

### 第四節）服務中斷保障

倘「家庭傭工」需住院超過一天接受手術或治療「身體損傷」或疾病，以致「投保人」的家傭服務在「保險期」內喪失或中斷，「本公司」將按該「家庭傭工」的住院日數支付投保人每天港幣 300 元。在「保險期」內，此項保障的最高賠償額為每位「家庭傭工」每年港幣 6,000 元。

#### 適用於第二、三及四節的不承保事項

「我們」並不承保由以下原因直接或間接導致或引起或與以下相關的任何事件：

- 1) 精神或心理疾病或精神錯亂、性病、先天性異常或畸形、不育、不孕、心臟病或癌病；
- 2) 康復治療、療養或體格檢查；
- 3) 美容或整形手術，惟本部份保障範圍內因受傷而引致之矯形手術則除外；
- 4) 與視力或屈光矯正的器材、隱形眼鏡、眼鏡或助聽器、義肢相關之任何費用；
- 5) 因購買或使用特殊支架、植入物、輔助設備或裝置而產生之任何費用，包括但不限於輪椅和拐杖；
- 6) 牙科治療的費用，除非天然健全牙齒因「身體損傷」引致之緊急治療則除外；
- 7) 假牙、牙冠及牙橋；

- 8) 疫苗注射、免疫注射、注射或預防藥品；
- 9) 在「香港」境外的受傷或患病事故；
- 10) 受保前已存在的疾病。

#### 第五節) 牙醫費用

在「保險期」間，當「家庭傭工」因牙齒疾患，包括口腔外科手術、治療膿腫、X光診斷、拔牙或補牙而需接受由「牙醫」所提供的治療，「本公司」將支付必須及合理的實際費用的三分之二。

在「保險期」內，每位「家庭傭工」在此項保障的最高賠償額為每年港幣 1,500 元。

#### 適用於第五節的不承保事項

「我們」並不承保由以下原因直接或間接導致或引起或與以下相關的任何事件：

- 1) 任何例行檢查、洗牙、磨牙或鑲裝牙冠；
- 2) 任何鑲裝牙橋、牙箍及假牙之費用；
- 3) 在「香港」境外進行的任何牙科治療。

#### 第六節) 個人意外保障

倘「家庭傭工」在其假期間及「保險期」內受傷，而該受傷不為「僱員補償條例」保障及在意外發生後 12 個月內導致其意外死亡或永久完全傷殘，「本公司」將作出以下賠償：

意外死亡	港幣 100,000 元
喪失兩肢或以上肢體或永久喪失其功能	港幣 100,000 元
雙目失明	港幣 100,000 元
喪失一肢肢體或永久喪失其功能及單目失明	港幣 100,000 元
喪失一肢肢體或永久喪失其功能	港幣 50,000 元
單目失明	港幣 50,000 元

喪失肢體是指喪失自手腕或腳踝以上之肢體或完全及永久地喪失手掌、手臂、腳掌或腿部之功能。

失明是指完全及永久地喪失視力。

在「保險期」內，每名「家庭傭工」在此項保障的最高賠償額為每年港幣 100,000 元。

#### 適用於第六節的不承保事項

「本公司」並不承保由以下原因直接或間接導致或引起或與以下相關的任何事件：

- 1) 受保「家庭傭工」在休假日以外蒙受「身體損傷」；
- 2) 「家庭傭工」從事或駕駛或乘坐任何競賽或任何需使用呼吸器具的水底活動；
- 3) 在「香港」境外的受傷或患病事故。

#### 第七節) 遣返原居地費用

「本公司」會就以下情況和條件向投保人在「家庭傭工」受僱期屆滿前須履行遣送「家庭傭工」的合約責任，賠償有關遣送「家庭傭工」或他／她的遺體返回原居地的必須及合理的實際費用：

- i) 「家庭傭工」因患上嚴重疾病或嚴重「身體損傷」並經由「註冊醫生」證明其健康狀況不宜繼續受聘至完成「投保人」的僱傭合約期，惟此等遣返須採用預定航班（經濟客位）及包括任何往返機場的救護車轉移運輸費用；
- ii) 因「家庭傭工」身故及此等遣返費用應包括剖驗遺體和運送遺體回其原居地最近下葬地點的機場的費用。

在「保險期」內，此項保障的最高賠償額為每位「家庭傭工」每年港幣 20,000 元。

#### 第八節) 補聘家傭費用

如「投保人」於本部份第七節「遣返原居地費用」所述之情況下遣返現有「家庭傭工」或他／她的遺體回原居地，除可獲遣送費用賠償外，「本公司」將支付「閣下」因重新聘請「家庭傭工」所需的必要及合理的實際費用（傭工薪金除外）。

在「保險期」內，這項保障的最高賠償額為每位「家庭傭工」每年港幣 10,000 元。

#### 適用於第七及八節的不承保事項

任何由「香港」以外的地方出發的遺體遣返或運輸，「本公司」概不負責。

#### 第九節) 家傭忠誠責任保障

「本公司」將根據以下條件賠償「投保人」因「家庭傭工」犯上欺詐或不誠實行為而導致的金錢損失：

- i) 該等欺詐或不誠實行為必須在「保險期」內發生；
- ii) 該等欺詐或不誠實行為必須在「保險期」內或保單期滿後 30 天內或在有關「家庭傭工」於死亡、解僱或僱員合約期滿後的 30 天內被發現，以最先發生者為準；
- iii) 任何「投保人」本應給付「家庭傭工」的款項應從賠償金額中扣除；
- iv) 在發現欺詐或不誠實行為後之 24 小時內向警方報告；
- v) 「投保人」有責任證明他／她的金錢損失是直接由「家庭傭工」的欺詐或不誠實行為所引致；
- vi) 「本公司」為每名「家庭傭工」支付的最高金額如下：
  - a) 在「保險期」內，就未經授權的電話通話費用所作的最高賠償額為每年港幣 3,000 元；
  - b) 在「保險期」內，包括上述 a) 列明的保障，每年最高賠償額為港幣 10,000 元。

#### 第十節) 更換及安裝大門門鎖或鐵閘鎖費用

「本公司」將支付於「保險期」內，因下列原因而終止「家庭傭工」的僱傭合約後，用於更換及安裝主要門鎖或鐵閘鎖的必需及合理的實際費用：

- 1) 如「投保人」根據本部份第九節「家傭忠誠責任保障」所述之情況下，發現「家庭傭工」的不忠行為並獲得賠償；或
- 2) 如「投保人」根據本部份第七節「遣返原居地費用」所述之情況下，因「家庭傭工」患上嚴重疾病或嚴重「身體損傷」或死亡而被遣返並獲得賠償。

惟大門門鎖或鐵閘鎖的更換及安裝必須於合約終止後 7 天內進行，並必須向「本公司」提供合約終止的足夠證明文件及警察報告（第 1 項）或醫療報告（第 2 項）。

在「保險期」內，此項保障的最高賠償額為每位「家庭傭工」每年港幣 500 元。

#### 第十一節) 家庭成員受虐保障

倘「閣下」或「閣下」家庭成員因「家庭傭工」的故意惡意行為而蒙受「身體損傷」，「本公司」將支付因治療該「身體損傷」而引致的必須及合理的實際醫療費用，惟此等治療須由「註冊醫生」進行，而該事故必須向警方報案及附交醫療報告。



如「閣下」或「『閣下』家庭成員」因該事故獲此項保障賠償，並同時直接因該「身體損傷」而被「註冊醫生」診斷罹患創傷後壓力症，因而需要接受精神科註冊醫生或註冊臨床心理學家的輔導治療服務，則「本公司」將根據所出示之有關收據，支付由「閣下」或「『閣下』家庭成員」「身體損傷」日期起計 6 個月內就以上輔導治療服務而引致的必須及合理的實際醫療費用或開支。於「保險期」內，本保障的最高賠償額為每天一次、每次港幣 1,000 元。

在「保險期」內，此項保障就「閣下」及所有「『閣下』家庭成員」作出的最高賠償額限於港幣 10,000 元。

## 等候期

保障 A 之第二節) 醫療及相關費用保障或保障 B 之第二節) 門診費用、第三節) 手術及住院費用、第四節) 服務中斷保障及第五節) 牙醫費用，均受制於由保險生效日起計的十四 (14) 天等候期，每名「家庭僱工」在此段期間均不獲以上各項保障的賠償。

## 適用於整部份的一般條款

### 1) 有權追回款項條款

倘若「僱員補償條例」規定「本公司」須賠償某一筆款項，而該筆款項根據本保單實毋須由「本公司」負責，則「投保人」應向「本公司」還付該筆款項。

### 2) 風險變化

在本保單的「保險期」內，倘若「投保人」知悉任何影響本保單的重要事實，包括影響「家庭僱工」的任何疾病、身體或精神缺陷或殘疾，「投保人」須立即以書面通知「本公司」。

### 3) 「家庭僱工」的變更

在「保險期」內，倘有任何新聘用的「家庭僱工」取代保單「承保表」上原有的「家庭僱工」，該新聘用的「家庭僱工」均可享有與原有「家庭僱工」相同的保障，惟須扣減「本公司」因原有「家庭僱工」所招致的損失或損毀而需賠償的金額。

### 4) 損失證明

「本公司」按本保單承擔任何責任的先決條件是「投保人」須自費並根據「本公司」指定的格式及性質向「本公司」遞交「本公司」不時合理地要求的證明書、資料及證據。「本公司」亦可在合理的通知下要求「投保人」為「家庭僱工」不時接受身體檢查，有關費用由「本公司」支付，或若屬身故情況，經合理知會該「家庭僱工」的法定遺產代理人後進行驗屍。

「家庭僱工」的身故應由官方發出的死亡證明書證實。

就「家庭僱工」死亡而引致的任何索賠，將支付予他／她的個人法律代表。

## 本保單一般不承保事項

1) 「我們」並不承保任何在「閣下」申請本保單之前發生或已存在的意外、損失、損毀或責任。

本保單並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：

- 2) 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。

### 3) 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／或令公眾或任何社會階層恐慌：
  - 使用或以武力、暴力威脅及／或
  - 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、阻止或壓制與上述第 a) 或第 b) 條有關之行動。

特此指出上述 3b) 所提及的「恐怖活動」不承保條款並不適用於「第六部份 - 家庭僱工」的第一節「僱員賠償保障」。「本公司」可按市場變化修訂本規定，並給予「閣下」七 (7) 天通知期。

### 4) 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。

### 5) 任何性質的間接性後果損失或損毀（本保單特別指定或規定者除外）。

### 6) 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，包括不論乃有形或無形的數據（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。

惟本不承保事項並不適用於任何「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。

## 7) 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) 家居物品保障
- b) 樓宇建築保障
- c) 全球個人財物保障

本不承保條款不適用於

- a) 個人法律責任保障
- b) 個人意外保障
- c) 家庭傭工保障

## 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、英國或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，因而不會承擔支付任何索償或提供任何保障的責任。

倘「本公司」基於以上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。

## 本保單的一般條款

- 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況發生，「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，同時採取所有合理措施，以：
  - a) 預防財物損失、損毀或身體損傷發生；及
  - b) 維持受保財物的狀態及保養良好。
- 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被發現後 30 天內以書面通知「本公司」。
  - 1) 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／或證據；
    - 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。
  - 2) 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。
  - 3) 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 / 詐騙  
如「閣下」或「閣下」的代表在知情下提出任何虛假、不誠實或誇大之索償，不論是否有意，「本公司」將不會就此作出賠償，而本保單的所有保障亦會即時廢止。

倘若向「本公司」申請保險或提出索償時存在任何重要資料失實聲明或隱瞞，「本公司」將毋須承擔本保單的賠償責任。

- 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》（香港法律第 609 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」必須首先取得仲裁裁決，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（不適於「個人意外保障部份」和「家庭傭工保障部份」保障 B 的「第六節 - 個人意外保障」所述的保障範圍）

如於提出任何索償時，已有任何其他保險為本保單的任何「閣下」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「閣下」可獲賠償的任何責任，「本公司」有酌情權以「閣下」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「閣下」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。「閣下」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」取消本保單。於該情況下，「本公司」將根據下列的短期比率退款，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。

5 個月或以下	「閣下」已繳付保費之 40%
6 個月或以下	「閣下」已繳付保費之 30%
7 個月或以下	「閣下」已繳付保費之 20%
8 個月或以下	「閣下」已繳付保費之 10%
8 個月以上	恕不退款

- 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」將根據尚未到期的「保險期」按比例退回相應的保費。

- 15) 司法裁判權條款

如任何法院對「投保人」作出裁決，而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」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。

#### 短期比率表

已承保「保險期」在	保費退款
1 個月或以下	「閣下」已繳付保費之 80%
2 個月或以下	「閣下」已繳付保費之 70%
3 個月或以下	「閣下」已繳付保費之 60%
4 個月或以下	「閣下」已繳付保費之 50%

## CLAUSE ATTACHMENT

Policy is subject to the following clauses:

(The following clauses are only available in English.)

### **P226 – Communicable Disease Exclusion**

1. Notwithstanding any provision to the contrary, this policy excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 2.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

All other terms, conditions and exclusions of the policy remain the same.

### **P227 - General Exclusion for Cleaning Cost – Communicable Disease**

Notwithstanding any provision to the contrary, this policy shall exclude any cost to clean, decontaminate, disinfect, repair, replace, recall or checking of any property directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any communicable diseases.

### **L132 – Communicable Disease Exclusion**

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 3.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 3.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 3.3 the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

### **P229 - Property Cyber and Data Exclusion**

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:



- 1.1. Cyber Loss;
- 1.2. loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;  
regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

#### Definitions

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

#### **A160 - COVID-19 / Pandemics Exclusion**

Notwithstanding any provision to the contrary, this insurance excludes any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following –including any fear or threat thereof, whether actual or perceived– :

- Coronavirus (COVID-19) including any mutation or variation thereof; or
- Pandemic or epidemic, as declared as such by the World Health Organization or any governmental authority.

## **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 without your consent. 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 agents, contractors or third parties 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 [msig.com.hk](https://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 customer, 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 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.

If you do not provide us with your personal data, we may not be able to provide the Product you need or process your request.

We may use your personal data for:-

- processing and evaluating your insurance application and any variation or renewal of the Product;
- administration of the services and facilities in relation to the Product provided to you;
- conducting identity and/or credit checks;
- invoicing, processing payment instructions and collecting premiums and outstanding amounts from you;
- assessing and processing claims in relation to the Product;
- conducting statistical or actuarial research and/or analysis by us;
- automated decision-making processes, including profiling, for risk assessment and claims management;
- other ancillary purposes which are directly related to the above purposes;
- conducting matching procedures (as defined under the Ordinance);
- complying with applicable laws, regulations or any industry codes or guidelines; and
- detecting, investigating and preventing fraud and/or other illegal activity (whether or not relating to the Product issued in respect of this application).

In connection with any of the above purposes, the personal data that we have collected might be disclosed or transferred to the following persons and/or entities (who may be located within or outside of Hong Kong, or may process or store your personal data outside of Hong Kong):

- third party agents, contractors, service providers and advisors (including but not limited to debt collection agencies, credit reference bureaus or call centers) who provide administrative, communications, computer, data processing and storage, payment, security, information technology, marketing 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);

- loss adjudicators, claims investigators and medical advisors;
- reinsurers and reinsurance brokers;
- your insurance intermediary;
- our legal and professional advisors;
- our related companies as defined in the Companies Ordinance;
- the Hong Kong Federation of Insurers (or any similar insurance industry association or federation);
- the Insurance Complaints Bureau and similar industry bodies; and
- government agencies and authorities as required or permitted by law;
- the police and fraud investigation or prevention organizations;
- databases or registers (and their operators) used by the insurance industry to analyse and check information provided against existing information; and
- in the event that we transfer all or a substantial part of our business to another company, the transferee of that business, who may then use your personal data to continue carrying out that business.

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

MSIG also intends to use your name, your address, your phone number and email address from time to time to provide marketing materials and conduct direct marketing (including but not limited to promotion, marketing and sales) of the Product.

**If you do not wish MSIG to use your personal data for direct marketing as 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 filling in the [“Enquiry form – Opt-out from direct marketing activities”](#) on our website at [msig.com.hk](http://msig.com.hk). 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, 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>	

Under the Ordinance, you have the right to: (a) be informed of the kind of personal data held by us; (b) be informed of the main purposes for which personal data held by us are or are to be used; (c) request access to your personal data held by us; (d) request correction of your personal data held by us; and (e) ascertain our policies and practices in relation to personal data. If you wish to exercise these rights, please write to our Data Protection Officer at 9/F, 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：關於《個人資料（私隱）條例》（「條例」）的客戶通知

三井住友海上火災保險（香港）有限公司（下稱「**MSIG**」、「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

**MSIG** 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。**MSIG** 採取切實可行的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，除非得到您的同意，我們均不會出售您的個人資料給任何人。**MSIG** 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。此外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 [msig.com.hk](https://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「保單產品」）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。

如您未能向我們提供您的個人資料，我們可能無法提供您所需的保單產品或處理您的請求。

我們可能將您的個人資料用於以下用途：

- 處理和評估您的保險申請及任何保單產品的變更或續保；
- 管理與保單產品相關的服務和設施；
- 進行身份和 / 或信用審查；
- 發出賬單、處理付款指示及向您收取保費和未結清款項；
- 評估及處理與保單產品相關的索償；
- 進行統計或精算研究和 / 或分析；
- 風險評估和索償管理的自動化決策過程，包括分析；
- 與上述目的直接相關的其他輔助用途；
- 進行配對程序（如條例中所定義）；
- 遵守適用的法律、法規或任何行業守則或指引；及
- 偵測、調查和防止欺詐及 / 或其他非法活動（無論是否與本申請下所發出的保單產品有關）。

在以上任何目的下，我們收集的個人資料可能會被披露或轉移至以下人士和 / 或實體（他們可能位於香港境內或境外，或可能在香港境外處理或儲存您的個人資料）：

- 向我們提供行政、通訊、電腦、數據處理和儲存、支付、保安、資訊科技、營銷或其他協助我們實現上述目的的服務的第三方代理、承包商、服務供應商及顧問（包括但不限於追討欠款機構、信用調查局或



呼叫中心，以及醫療服務供應商、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；
- 再保險公司及再保險經紀；
- 您的保險中介人；
- 我們的法律及專業顧問；
- 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（或同類的保險行業協會或聯會）；
- 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；
- 警方及防止或調查欺詐的組織；
- 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）；及
- 在我們將全部或大部分業務轉讓給其他公司時，該業務的受讓人可繼續使用您的個人資料來執行該業務。

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。

MSIG 亦擬不時使用您的姓名、地址、電話號碼及電郵地址提供產品的市場推廣及直接促銷（包括但不限於推廣、營銷及銷售）。

如您不欲 MSIG 將您的個人資料用作上述直接促銷用途，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直接促銷活動所必須提供的資料（詳情如下）郵寄至下列地址。您亦可填妥本公司網頁 [msig.com.hk](http://msig.com.hk) 的「[查詢表格 - 拒絕直銷活動](#)」通知我們。在您的通知中，您必須於提供以下列出的相同所需資料。

為讓我們能夠處理您以上提出的拒絕直接促銷活動之請求，請提供以下資料並寄至：香港太古城英皇道 1111 號 9 樓，資料保護主任收。	
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：此拒絕直接促銷活動要求將會取代您先前給予 MSIG 一切關於直接促銷的指示。	

根據條例，您有權：(a) 知悉我們所持有的個人資料種類；(b) 知悉我們所持有的個人資料的主要用途；(c) 查閱我們所持有的您的個人資料；(d) 更正我們所持有的您的個人資料；及 (e) 查詢我們有關個人資料的政策和實務。如您希望行使這些權利，請致函香港太古城英皇道 1111 號 9 樓，我們的資料保護主任收。

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。