

MyHome Protection Policy

In consideration of the Policyholder paying to the Company the prescribed premium for this insurance, the Company agrees subject to the conditions and exclusions contained herein or endorsed or otherwise expressed hereon to indemnify any Insured Person as defined herein in respect of any insured events of this Policy occurring during the Insured Period.

The coverage provided under this Policy comprises Section 1 Households Contents, Section 2 Personal Liability and Section 3 Worldwide Personal Possessions only.

Definitions

1. "Company / MSIG" means MSIG Insurance (Hong Kong) Limited.
2. "Policyholder" means Fubon Bank (Hong Kong) Limited on behalf of each eligible customer.
3. "Period of Insurance" means the period specified in the Schedule for which MSIG have agreed to accept and the Policyholder have paid or agreed to pay the appropriate premium.
4. "Insured Person" means a person who presents a unique redemption code issued by the Policyholder for the entitlement of this MyHome Protection Policy, the unique redemption code can be used / input on the Company's online platform or any other forms as arranged and agreed with the Policyholder and MSIG from time to time.
5. "Insured Period" means the duration of coverage and as of 12 months starting from coverage start date as selected by the Insured Person through the Company's online platform.
6. "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.
7. "Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.
8. "Insured Person's Home" means the premises in Hong Kong stated as the residential address of the Insured Person on the e-schedule / e-certificate.

Provided that the Insured Person's Home
 - i) must be the private dwelling, house, apartment or flat solely for domestic use, being constructed of bricks, stone and concrete, roofed with concrete.
 - ii) must not be a sub-divided flat, sub-let flat, a houseboat nor mobile home.
 - iii) must not contain illegal structures or unauthorized building works.
9. "Household Contents" means all Insured Person's furniture (including pianos), furnishings, household goods and appliances (including household appliances hired by Insured Person or Insured Person's Family), Personal Effects, Valuable Property and Household Improvements, 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;
 - b. livestock, pets and animals;
 - c. growing crops and plants;
 - d. watercraft (other than hand-propelled), hovercraft, boats and outbound motors or their spare parts and accessories;
 - e. aircraft or any aerial or spatial device and their accessories and spare parts including 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 (unless otherwise specified in this Policy);
 - g. property in the course of removal or transit;
 - h. properties which are held or used in connection with any profession, business or employment, or are insured under a separate insurance policy;
 - 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 the Company will pay up to the market's latest price list;
 - j. Money, deeds, bonds, bills of exchange/ promissory notes, securities or negotiable instruments of any kind, 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, Octopus Cards/watches, credit cards, or any kind of stored-value devices or electronic money;
 - k. any collection of stamps, coins or medals;
 - l. any pair of sunglasses or eyeglasses, items of crystal and precious stones, works of art, Chinaware, curios, bottle of wine or liquor, any one piece / set / collection of glass, china, porcelain, earthenware or other similar items of a fragile nature;
 - m. Household Contents contained in or on balcony, patio, terrace, roof, verandah, forecourt or backyard of Insured Person's Home or in the open generally;
 - n. any part of the structure of Insured Person's Home;
 - o. drains and pipes;
 - p. unauthorized building works or constructions or structures.
10. "Household Improvements" means improvements and betterments on walls, windows, ceiling, floors and doors made by Insured Person or Insured Person's Family within Insured Person's Home.
11. "Money" means cash, cheques, postal orders, bankers' drafts, travel tickets, saving certificates, current postage stamps, gift tokens, all held for social or domestic purposes.
12. "Personal Effects" means articles of personal use specifically designed to be worn or carried, belonging to Insured Person or any member of Insured Person's Family, but excluding:
 - a. property more specifically insured under another insurance policy.
 - b. deeds, bonds, bills of exchange/ promissory notes, securities or negotiable instruments of any kind, 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 (unless otherwise specified in this Policy);
 - 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;
 - i. any collection of stamps, coins or medals;
 - j. any pair of sunglasses or eyeglasses, items of crystal and precious stones, works of art, Chinaware, curios, bottle of wine or liquor, any one piece / set / collection of glass, china, porcelain, earthenware or other similar items of a fragile nature.
13. "Schedule" means the document specifying details of the Policyholder and the insurance provided. The Schedule forms part of the Policy.
14. "Valuable Property" means jewellery, items of gold, silver or other precious metals, watches (exclude Octopus watch), photographic equipment, binoculars, furs, musical instruments (excluding pianos).
15. "Insured Person's Family" means Insured Person's spouse, children, parents and relatives normally living with Insured Person at Insured Person's Home.

In this Policy, unless the context otherwise requires, the singular includes the plural and vice versa, and a reference to one gender includes a reference to the other gender.

SECTION 1 – HOUSEHOLD CONTENTS

WHAT IS INSURED

The Company will cover Insured Person and Insured Person's Family in respect of the insured Household Contents while in Insured Person's Home against any Accidental Loss or Damage during the Insured Period unless the cause is specifically excluded.

WHAT IS NOT INSURED

The Company 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 Insured Person or Insured Person's Family own or are in his/her 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 Insured Person, Insured Person's Family or any employees of Insured Person or Insured Person's 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 Insured Person's Home which has been reported to the police authority in person within 24 hours of discovery.
 - o) theft by Insured Person, Insured Person's Family, any employees of Insured Person or Insured Person's Family, or any person entered to Insured Person Home with the consents of Insured Person, Insured Person's Family or any employees of Insured Person or Insured Person's Family.
 - p) infidelity or dishonesty on the part of Insured Person, Insured Person's Family or any employees of Insured Person or Insured Person's 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) seepage of water unless caused by typhoon, windstorm or rainstorm;
 - u) Insured Person's Home or any part of it is let or sub-let, or is subdivided flat;
 - v) deterioration of food or drinks.
- 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) if the Insured Person's Home is not occupied by Insured Person and Insured Person's Family.

BASIS OF SETTLEMENT OF CLAIMS

Settlement of claims may be made by repair, reinstatement, payment or replacement as new. The Company will not pay more than:

- 1) HK\$10,000 for any one piece, set or collection of Valuable Property,
- 2) HK\$100,000 for any one piece, pair or set of Household Contents (other than those mentioned in 1) above),

subject to an aggregate limit of HK\$100,000 for each period of 12 months during the Insured Period.

If an item is partially damaged and can be economically repaired, settlement of claims shall be made by repair by the Insured Person, and the Company shall pay the costs of making such repairs.

If a damaged item can be repaired but the repair is not carried out by the Insured Person, the Company 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, the Company will at its 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, which form(s) part of a pair, a set, or a collection of the insured property, the Company 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.

Notwithstanding the above, the Company do not have to repair or replace Insured Person's Household Contents exactly as they were but will ensure that such repaired or replaced Insured Person's Household Contents (as the case may be) are reasonably comparable with their original condition as long as it is practicable to do so.

OTHER BENEFITS PROVIDED

1) ACCIDENTAL DAMAGE TO MOBILE PHONE / TABLET OR LAPTOP COMPUTER

The Company will indemnify Insured Person or Insured Person's Family for Accidental Damage to mobile phone, portable telecommunication equipment, tablet or laptop computer (including any accessories attached to it at the time of the damage) owned and carried by Insured Person or Insured Person's Family occurred in Insured Person's Home during the Insured Period.

The Company will not pay more than HK\$2,000 any one mobile phone/portable telecommunication equipment/ tablet or laptop computer any one occurrence and in aggregate for each period of 12 months during the Insured Period.

The Company 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 including but not limited to the recovery from manufacturer or retailer of the mobile phone/portable telecommunication equipment/ tablet or laptop computer;
- v) damage to items specifically insured under separate insurance policy;
- vi) liquid damage.

This benefit is not applicable to any Insured Person's Family who is aged below 18 at the time of the damage.

2) HOME ASSISTANCE

The Company will reimburse the following costs incurred by Insured Person in the case of emergency during the Insured Period.

- i) Electrical Assistance – the cost of repairing the failure of the main switch installed in Insured Person's Home.
- ii) Plumbing Assistance – the cost of repairing the clogged water supplies or water draining system and the leaking water pipes (excluding taps) in Insured Person's Home.

- iii) Locksmith Assistance – the cost of opening the main doors and/or repairing the main door lock if Insured Person or Insured Person’s Family are accidentally locked outside Insured Person’s Home.
- iv) Air Conditioner Engineer Assistance – the cost of repairing the air conditioning units installed in Insured Person’s Home in the event of failure (excluding freezing agent or leakage).

The Company will not pay more than HK\$1,000 per claim and maximum of 1 claim under this “Home Assistance” benefit on for each period of 12 months during the Insured Period.

LIMIT OF INDEMNITY

The Company’s maximum liability under this Section and under “Other Benefits Provided” shall not exceed HK\$100,000 for each Insured Person’s Home for each period of 12 months during the Insured Period.

The Company shall only be liable for the loss or damage up to five (5) articles for each claim and up to three (3) claims for each Insured Person’s Home for each period of 12 months during the Insured Period.

EXCESS

The Company will not be liable for:

- a) the first HK\$1,000 or 5% of each and every water damage claim whichever is the greater, if the building of the Insured Person’s 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 the Insured Person’s 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 the Insured Person’s 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\$5,000 or 20% of each and every water damage claim whichever is the greater, if the Insured Person is unable to provide proof of the building age of the Insured Person’s Home or if none of 1a) to 1d) is applicable at the time of loss.

SECTION 2 - PERSONAL LIABILITY

WHAT IS INSURED

The Company will indemnify Insured Person and Insured Person’s Family against all sums for which Insured Person and Insured Person’s Family become legally liable:

- a) as a private householder occupying Insured Person’s Home
- b) as an owner of Insured Person’s Home if it is occupied by Insured Person and Insured Person’s Family only

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 Insured Period and within Hong Kong.

The Company will also pay the legal costs and expenses recoverable by any claimant from Insured Person and all costs and expenses incurred with the Company’s written consent.

WHAT IS NOT INSURED

The Company do not cover any liability in respect of: -

- 1) bodily injury to Insured Person or Insured Person’s Family or any person in the service of Insured Person or Insured Person’s Family;
- 2) loss of or damage to property belonging to or in the custody or control of Insured Person or Insured Person’s Family or any person in the service of Insured Person or Insured Person’s Family;
- 3) the ownership, occupation or use of any land or building other than Insured Person’s Home;
- 4) loss of or damage to property being that part of the property or building on which Insured Person or any employee or agent of Insured Person 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 seepage, pollution or contamination;
- 10) the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances;
- 11) fines, penalties, punitive or exemplary damages;
- 12) the carrying out of alterations, additions, repairs, pest control, disinfection or home cleaning by independent contractor(s) at Insured Person’s Home.
- 13) a breach of any duty imposed by law in relation to
 - a) any building within the meaning of the Buildings Ordinance (Cap. 123 of the Laws of Hong Kong) erected in contravention of that Ordinance; or
 - b) 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 Insured Person’s 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:
 - a) asbestos, or
 - b) any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

TENANT’S LIABILITY EXTENSION

The Company will also cover Insured Person’s legal liability arising out of or in connection with damage caused by or resulting from fire, explosion, storm and typhoon:

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

OWNER’S LIABILITY IN COMMON AREA

The Company will also cover Insured Person against Insured Person’s proportional Owner’s legal liability in respect of the Common Parts of the Building of which Insured Person’s Home 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: -

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

The Company will only indemnify Insured Person in respect of Insured Person’s 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

The Company liability under this Section for all sums inclusive for all legal costs and expenses payable arising out of one occurrence or series of occurrences consequent on one source or original cause will not be more than HK\$1,000,000 for each period of 12 months during the Insured Period.

The Company may in connection with any one claim or number of claims arising out of one occurrence pay to Insured Person 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 The Company shall be under no further liability under this section in connection with such claim or claims except for costs and expenses of litigation recoverable or incurred in respect of the conduct of such claim or claims prior to the date of such payment.

EXCESS

The Company will not be liable for the first HK\$3,000 or 10% of each and every water damage claim whichever is the greater under this Section.

SECTION 3 - WORLDWIDE PERSONAL POSSESSIONS

WHAT IS INSURED

The Company will cover Insured Person and Insured Person's Family in respect of Valuables and Personal Effects against any Accidental Loss or Damage happening anywhere in the world during the Insured Period unless the cause is specifically excluded.

WHAT IS NOT INSURED

The Company 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 Insured Person's 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 Insured Person's 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 Insured Person, Insured Person's Family or any employees of Insured Person or Insured Person's 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 Insured Person own or are in Insured Person's 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

The Company will pay for loss of Money owned and carried by the Insured Person or Insured Person's Family anywhere in the world for social and domestic purposes, directly arising from robbery or theft involving forcible, violent and visible means. The Company will not pay more than HK\$2,000 for any one occurrence and in aggregate during the Insured Period.

The Company 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 the Insured Person or the Insured Person's 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;
- viii) loss of Octopus Cards/watches or loss related to stored-value devices or electronic money.

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) Insured Person decides 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, the Company 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) The Company will not pay more than HK\$3,000 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 Insured Person shall be considered as being his/her 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 Company's maximum liability under this Section shall not exceed HK\$3,000 for each Insured Person's Valuables and Personal Effects for each period of 12 months during the Insured Period.

EXCESS

The Company will not liable for the first HK\$200 of each and every claim under this Section.

General Exclusions

- 1) The Company will not cover any accident, loss, damage or liability which occurred or existed before the Insured Period
- 2) Unoccupied Home
The Company will not cover any accident, loss, damage or liability if Insured Person's Home is unoccupied or has not been lived in by any person for more than 30 consecutive days immediately prior to the date on which a cause for a claim by the Insured Person under this Policy accrues.

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:

- 3) 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.
- 4) 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.
- 5) 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 Insured Person 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.

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

7) 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.
- 8) 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

- 1) Household Contents

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

- 2) Personal Liability

DEFINITION

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

Sanction Limitation and Exclusion Clause

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

Communicable Disease Exclusion (Applicable to Section 1 - Household Contents)

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.

General Exclusion for Cleaning Cost – Communicable Disease (Applicable to Section 1 - Household Contents)

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.

Communicable Disease Exclusion (Applicable to Section 2 - Personal Liability)

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.

If the Company 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 the Insured Person.

General Conditions

1. **Prevention of Loss**

The Insured Person, Insured Person's Family and any other person to whom indemnity shall have been provided under this policy must comply with all statutory obligations and take all reasonable precautions to prevent loss or damage or accident, maintain any insured property in good condition and sound repair, and recover any missing property.
2. **Reckless or Wilful Act**

The Insured Person or Insured Person's 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, the Company may decline any claim the Insured Person make.
3. **Claims Conditions**

When a claim occurs or is likely to occur, the Insured Person must advise the Company in writing as soon as possible and within 30 days from the date on which a cause for a claim by the Insured Person under this Policy accrues.

 - a) For loss or damage claims the Insured Person must:
 - i) at his/her expense provide the Company with all certified information and/or evidence as the Company may request.
 - ii) notify the Police immediately of any items missing or loss by deception, theft, malicious acts, riot or civil commotion.
 - b) For liability claims the Insured Person must:
 - i) send to the Company any letter, claim writ or summons immediately when it is received.
 - ii) advise the Company immediately when the Insured Person have knowledge of any impending prosecution inquest or fatal inquiry.
 - iii) not make any admission, offer or promise of payment without the Company's consent and the Company shall be entitled if the Company do so desire to take over and conduct in the Insured Person's name the defence or settlement or handling of any claim and the Insured Person shall give all such information and assistance as the Company may require.
4. **Salvage and Abandonment**

On the happening of damage in respect of which a claim is made the Company may take possession of or require to be delivered to the Company any insured property and deal with such property for all reasonable purposes and in any reasonable manner. No insured property may be abandoned to the Company whether taken possession of by the Company or not.
5. **Waiver of Claim**

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

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

If there is any misrepresentation or omission to inform the Company of any material information at the time of making a claim, whether it is intentional or not, the Company shall not be liable under the Policy.
7. **Change in Risk**

Unless previously agreed in writing by the Company no claim shall be recoverable hereunder if there is any material change to the condition of the risk as existed at the time of acceptance.

During the Insured Period, the Insured Person must advise the Company of any change made to Insured Person's Home including but not limited to the contract work carried at Insured Person's Home, any permanent move of the Insured Person's Home, or in circumstances which would increase the possibility of loss and pay necessary additional premium due if required.
8. **The due observance and fulfilment of the terms and conditions of this Policy in so far as they relate to anything to be done or complied with by the Insured Person or his/her representative shall be conditions precedent to any liability of the Company to make any payment or to provide indemnity under this Policy.**

It is a condition precedent to any liability of the Company that at the time of effecting this Policy, Insured Person and Insured Person's Family are not aware of any circumstances which is likely to give rise to a claim.
9. **The Company and the Policyholder may cancel this Policy by giving one (1) month' notice by registered post to the other party at the last known address and in such event, no premium refund will be made under this Policy. Termination shall be without prejudice to any claims occasioned during the Period of Insurance, and before the effective date of such termination.**

In the circumstances of termination of this Policy by the Company or the Policyholder, according to the existing terms, limits, exceptions and conditions, all existing insurance contract shall continue until expiration of their respective Insured Period or the events stated in Conditions 10 below, whichever is the earliest.
10. **Coverage of any one Insured Person shall terminate forthwith on the earliest of the following events:**
 - a. the termination of coverage for the Insured Person by the Policyholder;
 - b. the termination of coverage by the Insured Person;
 - c. the death of the Insured Person.
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 twelve (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. Subrogation

The Company shall be entitled at its sole discretion to prosecute in the name of the Insured Person 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 Person 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 Person 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.

13. Other Insurance

If at the time any claim arises under this Policy there be any other insurance indemnifying any Insured Person who is entitled to be indemnified under this Policy, this Policy is not to be called on in contribution and, subject to the limit of liability of the Policy, 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.

14. Jurisdiction Clause

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

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15. Governing Law

This Policy is to be construed according to the laws of Hong Kong.

16. Exclusion of Rights under Contracts (Rights of Third Parties) Ordinance

Any person or entity who is not a party to this Policy (other than the Insured Persons) 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.



MSIG Insurance (Hong Kong) Limited

三井住友海上火災保險 (香港) 有限公司

Claims service hotline: +852 2894 0660, 9:00 am – 5:30 pm

Opened Monday to Friday, except public holidays

Email: hk_hotline@hk.msigg-asia.com

msig.com.hk

A Member of **MS&AD** INSURANCE GROUP

「安在家」家居保障保單

(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分或在闡釋保險單內任何條文時有任何影響力。)

鑑於「保單持有人」向「本公司」支付本保險規定之保費，「本公司」同意根據本保單所載或認可或以其他方式表示的條款和不承保事項，就在「受保期限」內發生的任何受保事項向本保單所定義的「受保人」作出賠償。

本保單所提供的承保範圍僅包括第一部分之家居物品保障、第二部分之個人法律責任保險及第三部分之全球個人財物保障。

詞彙解釋

1. 「本公司」 / 「三井住友保險」是指三井住友海上火災保險 (香港) 有限公司。
2. 「保單持有人」是指「富邦銀行(香港) 有限公司」代表每位合資格客戶。
3. 「保險期」是指「承保表」訂明及「本公司」已同意接受而「保單持有人」已繳付或同意繳付適當保費的保險期限。
4. 「受保人」是指收到由「保單持有人」發出一個兌換號碼以享有本家居保障之人士。該兌換號碼可在「本公司」的網上平台或任何其他經「保單持有人」及「三井住友保險」不時安排及同意的形式使用/輸入。
5. 「受保期限」是指由「受保人」透過「本公司」的網上平台選擇的保障開始日起至 12 個月。
6. 「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。
7. 「香港」是指中華人民共和國香港特別行政區。
8. 「受保人住所」是指在電子承保表或電子證明書上註明「受保人」在「香港」的住所。
「受保人住所」須符合以下條件：—
 - i) 必須以磚頭、石頭及混凝土建築、蓋有混凝土屋頂之建築物及只作居住用途的住宅、獨立房屋、寓所或單位。
 - ii) 必須不是分租或轉租房屋、船屋或移動房屋。
 - iii) 必須沒有任何違例或違規建築物或結構。
9. 「家居物品」是指「受保人」的傢具 (包括鋼琴) 、家居陳設、家庭用品及電器 (包括「受保人」或「受保人家庭成員」租用的家庭電器) 、「個人物品」、「貴重財物」及「家居裝修」，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；
 - 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 (本保單另有訂明則除外)；
 - g) 搬運或運送途中的物品；
 - h) 因任何專業工作、商業事務或職業而持有或使用的物品、或已另行投保的物品；
 - 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，則會以市場最新的售價作為最高賠償額；
 - j) 「金錢」、契約、債券、匯票 / 承付票、任何種類的證券或流通票據、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、八達通卡 / 手錶、信用卡、或任何儲值裝置或電子貨幣；
 - k) 珍藏郵票、錢幣或徽章；
 - l) 任何一副太陽鏡或眼鏡、水晶及寶石、藝術品、瓷器、古玩、任何一瓶酒、任何一件/套/系列玻璃器皿、瓷器、陶器或其他易碎物品；
 - m) 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」；
 - n) 屬於「受保人住所」的樓宇結構；
 - o) 排水渠及水管；
 - p) 違規建築物或結構。
10. 「家居裝修」是指「受保人」或「受保人家庭成員」對「受保人住所」的牆壁、門窗、天花、地板所進行的裝修及改善工程。
11. 「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。
12. 「個人物品」是指屬於「受保人」或「受保人家庭成員」，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 / 承付票、任何種類的證券或流通票據、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 (本保單另有訂明則除外)；
 - d) 隱形眼鏡、假牙、義肢、露營用品、槍械；
 - e) 「貴重財物」、「金錢」、八達通卡 / 手錶、信用卡、或任何儲值裝置或電子貨幣；
 - f) 任何人士擁有、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；
 - i) 珍藏郵票、錢幣或徽章；
 - j) 任何一副太陽鏡或眼鏡、水晶及寶石、藝術品、瓷器、古玩、任何一瓶酒、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。
13. 「承保表」是指一份載有「保單持有人」及其之保障計劃等詳細資料的文件。「承保表」是本保單的一部分。
14. 「貴重財物」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、望遠鏡、皮草、樂器 (鋼琴除外)。
15. 「受保人家庭成員」是指與「受保人」一起居住於「受保人住所」之配偶、子女、父母及親屬。

除非本保單上下文另有要求，單數已包括複數，反之亦然，對一種性別的提及亦包括另一種性別。

第一部分 - 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「受保期限」內如「受保人」和「受保人家庭成員」的「家居物品」在「受保人住所」中蒙受「意外損失或損毀」，「本公司」將會提供保障。

不承保事項

「本公司」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) 「受保人」或「受保人家庭成員」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) 「受保人」、「受保人家庭成員」或其僱員故意或蓄意造成的損失或損毀；
 - m) 人工電流導致電器及電線的損失或損壞；
 - 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「受保人住所」並於發現事件後 24 小時內向警方報案的損失則除外；
 - o) 被「受保人」、「受保人家庭成員」或其僱員、或任何經「受保人」或「受保人家庭成員」或其僱員批准進入「受保人住所」之人士所偷竊的物品；
 - p) 「受保人」、「受保人家庭成員」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) 滲水事故，除非由颱風、暴風或暴雨引致的則除外；
 - u) 「受保人住所」或其中一部分被出租或轉租、或是分拆的住宅單位；
 - v) 食物或飲品變質。
- 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受保物品乃因本保單承保風險引起的污染或沾污物所導致則例外。
- 3) 如「受保人住所」並非由「受保人」及「受保人家庭成員」所居住。

賠償準則

賠償可以維修或重置、賠款或重新更換受損物品的方式進行。「本公司」的賠償不會超過以下最高限額：

- 1) 任何一件、一套或一系列「貴重財物」的最高賠償額為港幣 10,000 元；
- 2) 任何一件、一對或一套「家居物品」（上列第 1 項指定的物品除外）的最高賠償額為港幣 100,000 元；

而「受保期限」內每 12 個月期間的最高賠償總額為港幣 100,000 元。

如受損物品部分損毀並能在符合經濟效益的情況下維修，「受保人」則須維修該受損物品，而「本公司」會賠償該維修的費用。

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

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

如任何屬於一對或一套或一系列的受保物品遭受損失或損毀，不論受損部分對整對或整套或整系列受保物品有何特別價值，「本公司」對受損部分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。

儘管有上述規定，「本公司」不能保證受損「家居物品」經維修或更換後與原物完全相同，但會盡可能並在可行的情況下確保受損物品（視乎情況而定）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) 意外損毀的流動電話 / 平板或手提電腦

「本公司」將賠償由「受保人」或「受保人家庭成員」擁有及攜帶並於「受保期限」內在「受保人住所」「意外損毀的」流動電話、手提電訊設備、平板或手提電腦（包括在意外損毀時附屬於其之任何配件）。

「本公司」所支付每宗事故及「受保期限」內每 12 個月期間的最高賠償額均不會超過港幣 2,000 元及多於一部流動電話 / 手提電訊設備 / 平板或手提電腦之賠償。

「本公司」並不承保：

- i) 盜竊或意外遺失；
- ii) 由損耗、逐漸老化、削損、刮花或撞凹導致的損毀；
- iii) 由機件或電器故障或失靈導致的損毀；
- iv) 可從任何其他途徑追回或恢復的損毀，包括但不限於向流動電話/手提電訊設備/平板或手提電腦的製造商或零售商追討的賠償；
- v) 在其他保單特定註明承保財物的損失；
- vi) 液體引致的損毀。

此保障不適用於「受保人家庭成員」年齡為 18 歲以下(在意外損毀時)。

2) 家居支援

「本公司」將賠償「受保人」在「受保期限」內因發生以下緊急情況而需支付的費用。

- i) 電氣技師服務 - 修理安裝在「受保人住所」中的主開關裝置故障的費用。
- ii) 水喉匠服務 - 修理在「受保人住所」中堵塞的供水或排水系統及漏水的水管（不包括水龍頭）的費用。
- iii) 鎖匠服務 - 如「受保人」或「受保人家庭成員」意外地反鎖在「受保人住所」大門外，需要打開大門及/或修理大門鎖的費用。

iv) 冷氣工程師服務 – 安裝在「受保人住所」中的冷氣空調裝置發生故障時的維修費用（添加雪種或滴漏除外）。

在此家居支援保障下，「本公司」在「受保期限」內每 12 個月期間所支付每宗索償的最高賠償額不會超過港幣 1,000 元及最多支付 1 宗索償。

賠償限額

「本公司」於「受保期限」內每 12 個月期間及每個「受保人住所」就本部分最高賠償額包括「其他保障」的賠償額不會超過港幣 100,000 元。

在「受保期限」內每 12 個月期間，「本公司」對損失或損毀承擔之責任僅限於每宗索賠最多為五 (5) 件物品及每個「受保人住所」最多三 (3) 宗索賠。

自負額

「本公司」將不會賠償：

- a) 如「受保人住所」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「受保人住所」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「受保人住所」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) 於「承保表」中本部分特別定明之水損事故「自負額」；或
- e) 於發生損毀時，如「受保人」未能提供「受保人住所」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 5,000 元或索償額之 20%，兩者以較高者為準。

第二部分 - 個人法律責任保險

承保事項

「本公司」將會就「受保人」及「受保人家庭成員」在以下情況所招致的法律責任作出賠償：

- a) 以私人住戶身份佔用「受保人住所」
- b) 以業主身份由「受保人」及「受保人家庭成員」佔用「受保人住所」

於「受保期限」內在「香港」引致他人：

- i) 意外死亡或身體受傷，包括患病；
- ii) 財物意外損失或損毀。

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

不承保事項

「本公司」並不承保與以下有關的任何責任：

- 1) 「受保人」或「受保人家庭成員」或任何為其服務之人士的身體受傷；
- 2) 「受保人」或「受保人家庭成員」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；
- 3) 擁有、佔用或使用任何並非「受保人住所」的土地或建築物；

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

租客法律責任保障

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

- i) 並非「受保人」擁有的「受保人住所」或其任何部分在「受保人」佔用時蒙受損失；
- ii) 並非「受保人」擁有但由「受保人」主管或控制於「受保人住所」內的「家居物品」或其任何部分遭受損失。但本項保障絕不包括「受保人」作為受託人的法律責任。

公共地方的業主法律責任保障

「本公司」將保障「受保人」作為「受保人住所」所在的「大廈」中「公用部分」的「業主」之一而按比例所承擔的法律責任。

「公用部分」、「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。

「本公司」只會在以下情況下提供本項保障：

- i) 如「大廈」的「共有業主」或其代表並無就「大廈」的「公用部分」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
- ii) 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。

「本公司」只會就「受保人」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，否則於「受保期限」內每 12 個月期間本部分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）將會以港幣 1,000,000 元為限。

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

自負額

「本公司」將不會賠償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。

第三部分 – 全球個人財物保障

承保事項

除非成因乃本保單訂明的不承保事項，否則在「受保期限」內如「受保人」和「受保人家庭成員」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

「本公司」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「受保人住所」）；
 - 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「受保人住所」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) 「受保人」、「受保人家庭成員」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) 剝損、刮花或撞凹；
 - h) 「受保人」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

「本公司」將會賠償：

由「受保人」或「受保人家庭成員」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，「本公司」所支付每宗事故及每段「受保期限」的最高賠償額均不會超過港幣 2,000 元。

「本公司」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「受保人」或「受保人家庭成員」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；
- viii) 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。

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「受保人」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) 「受保人」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，亦不論受損部分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「本公司」所支付任何一件物品的最高賠償額不會超過港幣 3,000 元。
- 5) 以損失發生時計算，倘若「投保額」低於受保物件的價值，「本公司」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「受保人」自行承擔，是項規定亦適用於每一項受保物品。

賠償限額

「本公司」於「受保期限」內每 12 個月期間及每件「貴重物品」及「個人物品」就本部分最高賠償額不會超過港幣 3,000 元。

自負額

「本公司」將不會賠償每宗索償的首港幣 200 元。

本保單一般不承保事項

- 1) 「本公司」並不承保任何在「受保期限」之前發生或已存在的意外、損失、損毀或責任。
- 2) 無人居住之住所
如「受保人住所」在「受保人」提出索償前連續 30 天以上無人居住或未曾居住，「本公司」將不承保任何意外、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其他事故或事件所引致了亦然：

- 3) 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。
- 4) 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/或生物劑污染；或
 - c) 採取任何行動控制、阻止或壓制或以任何方式控制、阻止或壓制與上述 a) 或 b) 條有關之行動。
- 5) 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「受保人」承擔責任。
 - c) 任何公營權力機關下令銷毀財產。
- 6) 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）。
- 7) 網絡及數據不承保條款
 1. 儘管本保單或任何批單中有任何相反的條款，本保單並不承保任何：
 - 1.1. 「網絡損失」；
 - 1.2. 「數據」因喪失使用、功能降低、維修、更換、恢復或複製「數據」而直接或間接導致或歸因於或引起或促成或與其相關之任何性質的損失、損毀、責任、索償、費用或支出，包括與該「數據」價值相關的任何金額；
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. 如本條款的任何部分被視為無效或無法執行，則其餘部分仍具有完全的效力及有效。
 3. 本條款如與本保單或任何批單的任何其他與「網絡損失」或「數據」有關的詞彙有相抵觸，則本條款將取代該詞彙。

釋義

4. 「網絡損失」是指因任何「網絡行為」或「網絡事故」(包括但不限於採取任何行動以控制、防止、阻止或補救任何「網絡行為」或「網絡事件」)而直接或間接導致或歸因於或引起或促成或與其相關之任何性質的損失、損毀、責任、索償、費用或支出。
 5. 「網絡行為」是指未經授權的、惡意的或犯罪的行為或一系列相關的未經授權的、惡意的或犯罪的行為，不論時間和地點，或其威脅或哄騙涉及存取、處理、使用或操作任何「電腦系統」。
 6. 「網絡事故」是指：
 - 6.1. 涉及存取、處理、使用或操作任何「電腦系統」之任何錯誤或遺漏或一系列相關的錯誤或遺漏；或
 - 6.2. 任何部分或完全無法使用或不能、或一系列相關的部分或完全無法使用或不能存取、處理、使用或操作任何「電腦系統」。
 7. 「電腦系統」是指：

由受保人或任何其他方擁有或經營的：

 - 7.1. 任何電腦、硬件、軟件、通訊系統、電子裝置(包括但不限於智能手機、手提電腦、平板電腦、可穿戴式裝置)、伺服器、雲端或微控制器，包括任何類似上述的系統或任何配置，並包括其任何相關的輸入、輸出、數據存儲設備、網絡設備或備份設備。
 8. 「數據」是指經由「電腦系統」使用、存取、處理、傳輸或儲存的形式記錄或傳輸的資料、事實、概念、程式碼或任何其他任何種類的資料。
- 8) 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「受保人」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分之承保範圍。

1) 家居物品保障

本不承保條款不適用於

2) 個人法律責任保險

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。

傳染病不承保條款 (只適用於家居物品保障部分)

1. 儘管有任何相反的條款，本保單並不承保因「傳染病」或對「傳染病」的恐慌或威脅（不論是實在的或感覺到的）而直接或間接導致或歸因於或引起或促成或與其相關之任何性質的損失、損毀、責任、索償、費用或開支，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. 本不承保條款所述之「傳染病」是指可以透過任何物質或媒介從任何生物體傳播到另一生物體的任何疾病，當中：
 - 2.1. 該物質或媒介包括但不限於病毒、細菌、寄生蟲或其他生物體或其任何變異，無論是否被視為活體，及
 - 2.2. 該傳播方法（不論是直接或間接傳播），包括但不限於空氣傳播、體液傳輸、透過任何表面或物體、固體、液體或氣體或生物體之間傳播，及
 - 2.3. 該疾病、物質或媒介可造成或威脅人類健康、人類福祉受損，或可造成或威脅財物的損毀、逐漸老化、喪失其價值、喪失其銷售性或喪失其用途。

本保單中所有其他條款、規章及不保事項則維持不變。

與傳染病相關之清潔費用不承保條款 (只適用於家居物品保障部分)

儘管有任何相反的條款，本保單並不承保任何因採取行動控制、阻止或壓制傳染病或以任何方式針對傳染病有關之行動而對任何財物直接或間接導致或引起或與其相關的清潔、淨化、消毒、修理、更換、收回或檢查的任何費用。

傳染病不承保條款 (只適用於個人法律責任保險部分)

1. 儘管本保單中有任何相反的條款，本保單並不承保因「傳染病」或對「傳染病」引起的恐慌或威脅（不論是實在的或感覺到的）而直接或間接源於或導致或促成或歸因於或引起或與其相關之所有實際或聲稱的損失、責任、損毀、賠償、受傷、生病、疾病、死亡、醫療費用、訴訟費用、費用、開支或任何其他費用，不論此等損失乃同時或以任何其他次序由任何事故所引致亦然。
2. 就本不承保條款所述之損失、責任、損毀、賠償、受傷、生病、疾病、死亡、醫療費用、訴訟費用、費用、開支或任何其他費用，包括但不限於任何清理、解毒、移除、監控或檢測「傳染病」之費用。
3. 本不承保條款所述之「傳染病」是指可以透過任何物質或媒介從任何生物體傳播到另一生物體的任何疾病，當中：
 - 3.1. 該物質或媒介包括但不限於病毒、細菌、寄生蟲或其他生物體或其任何變異，不論是否被視為活體，及
 - 3.2. 該傳播方法（不論是直接或間接傳播），包括但不限於空氣傳播、體液傳輸、透過任何表面或物體、固體、液體或氣體或生物體之間傳播，及
 - 3.3. 該疾病、物質或媒介可造成或威脅身體傷害、疾病、情緒困擾，以及對人類健康、人類福祉造成損害或財產損失。

如「本公司」基於以上不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「受保人」承擔。

本保單的一般條款

1) 預防損失

「受保人」和「受保人家庭成員」及根據本保單應向其提供賠償的任何其他人必須遵從所有法定條例並採取一切合理預防措施或步驟，以防止財物損失、損毀或事故發生、維持受保財物的狀態及保養良好及找回任何失蹤的財產。

2) 魯莽或蓄意行為

「受保人」及「受保人家庭成員」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「受保人」提出的索償。

3) 索償條件

如已確實發生或可能發生索償事件，「受保人」必須儘快並根據本保單提出索償理由之日起 30 天內以書面通知「本公司」。

a) 如提出財物損失或損毀索償：

- i) 「受保人」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、暴動或內亂而導致任何損失，必須立刻報警。

b) 如提出法律責任索償：

- i) 接獲函件、索償傳票或法院傳票後，「受保人」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，「受保人」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「受保人」名義抗辯、解決或處理任何索償。「受保人」必須按「本公司」要求提供所有必要資料及援助。

4) 殘損及遺棄財物

在發生損毀索賠時，「本公司」可佔有或要求將任何受保財物交付給「本公司」，並以所有合理目的及方式處理該財產。任何受保財物不論是否由「本公司」佔有，均不得將其遺棄給「本公司」。

5) 豁免索償

「受保人」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「受保人」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。

6) 虛假陳述 / 詐騙

如「受保人」或「受保人」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」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。

7) 風險變化

除非獲得「本公司」事前書面同意，否則如在接受時存在的風險狀況發生任何重大變化，將不會就本保單獲得賠償。

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

8) 「受保人」、「受保人」的代表須適當地遵守及履行本保單的條款、條件、不承保事項及任何與此有關事情，此乃「本公司」根據本保單承擔賠償責任的先決條件。

在本保單開始生效時，「受保人」不應在「受保人」或「受保人家庭成員」知道有任何可能出現導致索償的情況，此乃「本公司」根據本保單承擔賠償責任的先決條件。

9) 「本公司」及「保單持有人」可發出 1 個月事前書面通知取消本保單，通知書將以掛號信郵件方式寄至對方最後已知地址。就此等情況下本保單之保費將不獲退還。終止本保單不應影響在「保險期」間及終止生效日之前已引起的任何索賠。

在本保單終止的情況下，根據現有的條款、限制、不承保事項和條件，本保單將繼續承保所有已申報的合約，直至該合約的「受保期限」期滿或下文第 10 條所述的事件，以較早者為準。

10) 任何一名「受保人」的保障應在下列事件發生時立即終止，以最早發生者為準：

- a. 「保單持有人」終止「受保人」的保障；
- b. 「受保人」終止保障；

c. 「受保人」死亡。

11) 仲裁

倘若「本公司」拒絕向「受保人」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，「受保人」必須首先取得仲裁決議，方可按本保單採取任何法律行動或提出訴訟。

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

12) 代位求償權

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

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

13) 其他保險

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

14) 司法裁判權條款

本保單受「香港」專有司法裁判權管轄，對任何並非首先由「香港」具司法管轄權的法院發出或頒令之裁決，本保單毋須承擔賠償責任。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。

15) 管轄法律

本保單根據「香港」法律詮釋。

16) 《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（「受保人」除外），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。