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# i-Home 2.0 Protection Insurance Policy

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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.

**“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.

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

- a) motor vehicles (other than lawnmower and pedestrian controlled gardening implements for home use only), motorcycles, caravans, trailers or their spare parts and accessories when on them;
- 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;
- 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, Octopus Cards/watches, credit cards, or any kind of stored-value devices or electronic money;
- k) 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) unauthorized building works or constructions or structures.

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

**“Geographical Limits”** means: -  
a) Hong Kong  
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.

**“Household Improvements”** means: -  
improvements and betterments on walls, windows, ceiling, floors and doors made by You or Your Family within your Home.

**“Money”** means: -  
cash, cheques, postal orders, bankers' drafts, travel tickets, saving certificates, current postage stamps, gift tokens, all held for social or domestic purposes.

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

**“Personal Effects”** means: -  
articles of personal use specifically designed to be worn or carried, belonging to You or any member of Your Family, 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.

**“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.

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

**“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, 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 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, colour, flavour, 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 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) seepage of water unless caused by typhoon, windstorm or rainstorm;
  - u) Your Home or any part of it is let or sub-let, or is subdivided flat;

v) 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 3 – Worldwide Personal Possessions 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\$5,000 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\$1,000 for any one occurrence in respect of Money, or any collection of stamps, coins or medals, and subject to an aggregate limit of HK\$5,000 during 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 Contents items (other than those mentioned in 1) to 5) 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, set or collection. Under no circumstances such loss or damage shall be construed to mean total loss of the pair, the set or the collection.

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

## OTHER BENEFITS PROVIDED

### 1) ALTERNATIVE ACCOMMODATION

In the event of your Home being rendered uninhabitable due to Accidental Loss or Damage insured under this Section, We will pay the necessary and reasonable cost incurred for temporary accommodation until your Home is fit to live in again.

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

### 2) 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.

### 3) FROZEN FOOD & DRINKS

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

- accidental breakdown of the freezer unit which is less than 5 years old;
- 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.

### 4) TEMPORARY REMOVAL

We will cover Accidental Loss of or Damage to the 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.

### 5) HOUSEHOLD REMOVAL

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

- Money;
- Valuable Property;
- articles of glass, china, porcelain, earthenware or crystal or other similar items of a fragile nature which are insufficiently and unsuitably packed;
- 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.

### 6) LANDSLIP & SUBSIDENCE EXTENSION

This Policy is extended to cover: -

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

- loss or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences: -
  - Coastal erosion
  - Heave
  - Bedding down of structures or the settlement of made up ground within 5 years of the completion of such works
- loss of or damage to paths, drives, fences, gates, boundary and retaining walls caused by subsidence and/or landslip.
- 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 Contents.
- loss or damage directly occasioned by or through defective design or workmanship or the use of defective materials.
- consequential loss or damage of any kind or description.
- the first HK\$10,000 or 10% of each and every loss, whichever is the greater, as ascertained after the application of any condition of average and occurring within each and every separate period of 72 consecutive hours during the currency of this Policy.

### WARRANTED:

- You shall maintain your Home in sound repair and shall take all responsible steps to prevent damage from the perils covered hereby.
- 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.
- You shall notify the Company immediately: -
  - 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;
  - 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.

### 7) ALTERATIONS AND REPAIRS

Accidental Loss of or Damage to the 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.

<u>Plan</u>	<u>Maximum Contract Value (HK\$)</u>
Platinum	150,000
Gold	100,000
Silver	50,000

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

### 8) 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.

### 9) 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 Hong Kong during the Period of Insurance.

We 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 during the Period of Insurance.

We do not cover :

- a) theft or accidental loss;
- b) damage due to wear and tear, gradual deterioration, chipping, scratching or denting;
- c) damage due to mechanical or electrical failure or breakdown;
- d) damage which can be recovered from any other sources;
- e) damage to items specifically insured under separate insurance policy or separate section of this Policy;
- f) damage caused by liquid.

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

#### 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) 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 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 seepage, pollution or contamination;
- 10) the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances;
- 11) fines, penalties, punitive or exemplary damages;
- 12) the carrying out of alterations, additions, repairs, pest control, disinfection or home cleaning by independent contractor(s) at your Home;

- 13) a breach of any duty imposed by law in relation to
  - a) any building within the meaning of the Buildings Ordinance (Cap. 123 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 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: -
  - a) asbestos, or
  - b) any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

#### TENANT'S LIABILITY EXTENSION

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

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

#### LIMIT OF 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 Excess(es) as specified in the Schedule for this Section.

## SECTION 3 - WORLDWIDE PERSONAL POSSESSIONS

#### WHAT IS INSURED

We will cover You and Your Family in respect of Valuables and Personal Effects against any Accidental 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 sunroof 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 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, colour, flavour, 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.

#### **OTHER BENEFITS PROVIDED**

##### **1) PERSONAL MONEY / CREDIT CARDS**

We will pay for:

- i) loss of Money owned and carried by to 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 per 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 the 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;
- (viii) loss of Octopus Cards/watches or loss related to stored-value devices or electronic money.

##### **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) SPORT 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 liable for the first HK\$500 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 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 is the Sum Insured as shown in the Schedule for any one occurrence and HK\$100,000 in aggregate during the Period of Insurance. Such amount is inclusive of all claim payment made under "Other Benefits Provided" as stated herein.

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

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

**Virus or Similar Mechanism**

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

**Hacking**

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

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

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

**DEFINITION**

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

Sanction Limitation and Exclusion Clause

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

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

**CONDITIONS APPLICABLE TO THE WHOLE POLICY**

- 1) The due observance and fulfilment 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 Contents or injury or liability by any reckless, wilful malicious, criminal or unlawful act. If this obligation is not fulfilled, We may decline any claim You make.

6) UNOCCUPIED HOME

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

7) CLAIMS CONDITIONS

When a claim occurs or is likely to occur, You must advise Us in writing as soon as possible and within 30 days from the date of occurrence or date of discovery.

a) For loss or damage claims You must:

- i) at your expense provide Us with all certified information and/or evidence as We may request.
- ii) notify the Police immediately of any items missing or loss by deception, theft, malicious acts, riot or civil commotion.

b) For liability claims You must:

- i) send to Us any letter, claim writ or summons immediately when it is received.
- ii) advise Us immediately when You have knowledge of any impending prosecution inquest or fatal inquiry.
- iii) not make any admission, offer or promise of payment without our consent and We shall be entitled if We do so desire to take over and conduct in your name the defence or settlement or handling of any claim and You shall give all such information and assistance as We may require.

c) For bodily injury 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

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

13) SUBROGATION

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

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

14) CANCELLATION OF THE POLICY

a) BY YOU

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

b) BY THE COMPANY

We may cancel this Policy by giving You 7 days written notice sent to your last address known to Us by ordinary post. If We do, We will 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.

# i-Home 2.0 家居保險保單

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

本合約是以「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。

「家居物品」是指：—

「閣下」的傢具(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」及「家居裝修」，惟以下物品除外：

- 汽車(剪草機及由個人操控的家居園藝工具則除外)、電單車、拖車、托架或放置在其上之零件及配件；
- 牲口、寵物及動物；
- 培植中的農作物及植物；
- 船(手動除外)、氣墊船、船隻及外置發動機或其零件及配件；
- 飛機或任何飛行或航天裝置，以及此等裝置的配件及零件，包括但不限於衛星天線、外置電視及收音機天線、天線裝置、天線杆及天線塔、無人機；
- 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；
- 搬運或運送途中的物品；
- 「特別物品」；
- 菲林底片、錄影帶、卡式盒帶、唱碟、影碟或磁碟如有遺失或損毀，有關賠償只會按尚未使用的空件價值計算。若購買時已載有預錄內容，則「我們」會以市場最新的售價作為最高賠償額；
- 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、八達通卡／手錶、信用卡、或任何儲值裝置或電子貨幣；

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) 違規建築物或結構。

「自負額」是指：—

「閣下」就每宗索償必須自行承擔的金額。

「地理區域界限」是指：—

a) 「香港」

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。

「家居裝修」是指：—

「閣下」或「閣下的家庭成員」對「家居」的牆壁、門窗、天花、地板所進行的裝修及改善工程。

「金錢」是指：—

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

「保險期」是指：—

「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：

- 其他保險單特定註明承保的財物；
- 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；
- 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；
- 隱形眼鏡、假牙、義肢、露營用品、槍械；
- 「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；
- 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；
- 使用中的運動服裝及裝備；
- 食物和飲品。

「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：—

- 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。

**重要事項** — 請細閱此保單，如需更正，請即通知本公司。



「**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、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

除非損失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」或「閣下的家庭成員」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) 滲水事故，除非由颱風、暴風或暴雨引致的則除外；
- u) 「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；
- v) 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「第三部份 - 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。

### 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) 於「承保表」中本部份特別定明之水損事故「自負額」；或
- e) 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 5,000 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「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」的最高總賠償額則為「賠償限額」的三分之一；
- 2) 每宗「金錢」索償或任何一系列珍藏郵票、錢幣或徽章的最高賠償額為港幣 1,000 元，而每段「保險期」的最高總賠償額則為港幣 5,000 元；

- 3) 任何一部攝影器材，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 5 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

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。

「我們」所支付的賠償不會超過每天港幣 1,500 元；及每段「保險期」的最高賠償額則為港幣 50,000 元。

### 2) 大門鎖、大閘鎖及窗鎖損毀

如「閣下」的「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。

### 3) 冷藏食品及飲品

如因以下事故引致「閣下」的「家居」冷藏櫃內的食品及飲品變壞而需重購，「我們」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。

### 4) 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」，「我們」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。

### 5) 搬遷保障

如「閣下」聘請專業搬運公司協助從「閣下」的「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。

### 6) 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：
  - a) 海岸風化侵蝕
  - b) 巨浪
  - c) 任何結構物落成後 5 年內下陷或已完工土地在竣工後 5 年內下沉。
- ii) 小徑、車路、圍欄、大閘、邊界及擋土牆因地陷及／或山泥傾瀉蒙受損失或損毀。
- iii) 除另行投保外，清理地陷及／或山泥傾瀉泥頭的費用或地陷及／或山泥傾瀉後的修葺費用（如因修理「家居物品」所需則例外）。
- iv) 設計或工藝瑕疵或使用不良物料而引起或導致的損失或損毀。
- v) 任何性質的間接性後果損失或損毀。
- vi) 引用比例分攤條件後，於本保單生效期間任何連續 72 小時的時期內發生的每宗損失的首港幣 10,000 元或百分之十（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」：-
  - i) 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。
  - ii) 任何本保單承保的風險發生，並影響「閣下」的「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。

## 7) 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)
白金	150,000
金	100,000
銀	50,000

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」/其樓宇任何支撐結構的改動或移除。

## 8) 颱風期間窗戶玻璃損毀

「我們」將賠償「閣下」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。

## 9) 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「香港」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段「保險期」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。

「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。

此保障不適用於金計劃、銀計劃或於案發時「閣下」或「閣下的家庭成員」年齡為 18 歲以下。

## 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」並不承保與以下事有關的任何責任：-

- 「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」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)；
- 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；
- 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；
- 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)所定意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。

### 租客法律責任保障

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

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

### 賠償限額

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

「我們」將不會賠償於「承保表」中本部份特別定明之「自負額」。

## 第三部份 - 全球個人財物保障

### 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」或「個人物品」在全球任何地方蒙受任何「意外損失或損毀」，「我們」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」或「閣下的家庭成員」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、物料或設計缺點；
  - 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) 被海關或其他官員扣留、扣押或查封充公。

### 其他保障

#### 1) 個人「金錢」損失／信用卡保障

「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／或遺失信用卡後 24 小時內向警方及發卡機構報失。「我們」只會在「閣下」不能以其他途徑獲得補償的情況下才會作出賠償。

「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已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。

#### 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「意外失失或損毀」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」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 500 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」低於受保物品的價值，「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」就本部份作出賠償之最高賠償額為每宗事故不會超過「承保表」內訂明的「賠償限額」，及每段「保險期」則不會超過港幣 100,000 元。此賠償額已包括本部份「其他保障」的賠償額。

## 本保單一般不承保事項

- 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

- 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；
- 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；
- 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；
- 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；
- 任何化學、生物、生化或電磁武器。

### 3) 戰爭及恐怖活動風險

- 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
- 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
- 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。

### 4) 政治風險

- 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；
- 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。
- 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

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

- 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；
- 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：
  - 識認、使用或套用任何並非真實或正確之日期、週天或時期；
  - 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。

- 第一部份 — 家居物品保障
- 第三部份 — 全球個人財物保障

本不承保條款不適用於第二部份 - 個人法律責任保障。

### 釋義

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

## 制裁限制之不承保條款

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

- 預防財物損失、損毀或身體損傷發生；及
- 維持承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」。

- 如提出財物損失或損毀索償：-
  - 「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；
  - 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。
- 如提出法律責任索償：-
  - 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」；
  - 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」；
  - 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。

- 如提出身體損傷索償：-
  - 「閣下」必須自費提交「本公司」要求的所有證明書及資料；
  - 「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」的代表知情下提出虛假、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」必須首先取得仲裁決議，方可按本保單採取任何法律行動或提出訴訟。

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

### 12) 其他保險

如於提出任何索償時，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

- 「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」將根據短期比率退款，並會扣除最低保費港幣

500 元。惟有關退款事宜只適用於在「閣下」於該「保險期」內未有提出任何索償的情況下，始能安排。

b) 「本公司」取消保單

「本公司」可向「閣下」發出 7 天事前書面通知取消本保單，通知書將以普通郵件方式寄至「閣下」最後登記的地址。於該情況下，「本公司」將根據尚未到期的「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，而惟此等裁決並非首先由「香港」具司法管轄權的法院發出或頒令，「本公司」毋須承擔賠償責任。此外，如「香港」法院以相互協議或其他方式發出命令強制執行「香港」境外法院的裁決，亦不適用於本保單。

16) **管轄法律**

本保單受「香港」的專有司法裁判權管轄，並且根據「香港」法律詮釋。

17) **《合約（第三者權利）條例》之責任除外權**

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



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

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

### **PRIVACY POLICY**

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

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

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

### **Personal Information Collection Statement**

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

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

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

- processing and evaluating your insurance application and any future insurance application you may make;
- our daily operation and administration of the services and facilities in relation to the Product provided to you;
- variation, cancellation or renewal of the Product;
- invoicing and collecting premiums and outstanding amounts from you;
- assessing and processing claims in relation to the Product and any subsequent legal proceedings;
- exercising any right of subrogation by us;
- contacting you for any of the above purposes;
- other ancillary purposes which are directly related to the above purposes;
- complying with applicable laws, regulations or any industry codes or guidelines; and
- detecting and preventing fraud (whether or not relating to the policy issued in respect of this application).

The **voluntary purposes** for which your personal data may be used are any sales, marketing, promotion of other general insurance services and products provided by MSIG. The personal data we intend to use for voluntary purposes are your name, your address, your phone number and email address





If you do not wish MSIG to use your personal data for the voluntary purposes listed above, you should tick the box on the right and send us a copy of this Notice at the address listed below together with the required information which are necessary for us to process your opt-out request. You may also notify us by filling in the General 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>	

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

- third party agents, contractors and advisors who provide administrative, communications, computer, payment, security or other services which assist us to carry out the above purposes (including medical service providers, emergency assistance service providers, telemarketers, mailing houses, IT service providers and data processors);
- in the event of a claim, loss adjudicators, claims investigators and medical advisors;
- reinsurers and reinsurance brokers;
- your insurance broker;
- our legal and professional advisors;
- our related companies as defined in the Companies Ordinance;
- the Hong Kong Federation of Insurers (or any similar association of insurance companies) and its members;
- the Insurance Complaints Bureau and similar industry bodies; and
- government agencies and authorities as required or permitted by law;
- fraud prevention organizations;
- other insurance companies (whether directly or through fraud prevention organization or other persons named in this paragraph);
- the police; and
- databases or registers (and their operators) used by the insurance industry to analyse and check information provided against existing information.

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

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

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

## 附錄：致各客戶有關個人資料（私隱）條例（“條例”）通知書

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

### 私隱政策

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

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

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

### 個人資料收集聲明

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

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

您的個人資料可被用於以下**強制性**之用途：

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

而**自願性用途**則指任何三井住友保險提供的其他一般保險服務及保單產品之銷售、市場營銷及推廣。用作自願性用途之個人資料則為您的姓名、地址、電話號碼及電郵地址。



如您不欲 三井住友保險將您的個人資料用作上述自願性用途，您應於右列方格加上剔號並將此通告之副本連同您要求拒絕服務所必須提供的資料（詳情如下）郵寄至下列地址。您亦可填妥本公司網頁 [msig.com.hk](http://msig.com.hk) 的一般查詢表格 – 拒絕直銷活動。

為讓我們能夠處理您以上提出的拒絕服務之請求，請提供以下資料並寄至三井住友海上火災保險（香港）有限公司的資料保護主任：香港太古城英皇道 1111 號 9 樓。	
姓名：	
聯絡電話：	
香港身份證號碼：	(作識別之用)
保單號碼 / 證書編號 / 確認編號 (如適用)：	
附註:此拒絕服務要求將會取代您先前給予三井住友保險一切關於直接促銷的指示。	

就任何上述的用途，我們所收集的個人資料可能會被轉移至：

- 向我們提供行政、通訊、電腦、付款、保安及其他服務的第三方代理、承包商及顧問（包括：醫療服務供應商、緊急救援服務供應商、電話促銷商、郵寄及印刷服務商、資訊科技服務供應商及數據處理服務商）；
- 處理索賠個案的理賠師、理賠調查員及醫療顧問；
- 再保公司及再保經紀；
- 您的保險經紀；
- 我們的法律及專業業務顧問；
- 我們的關連公司（以《公司條例》內的定義為準）；
- 香港保險業聯會（或同類的保險公司聯會）及其會員；
- 保險投訴局及同類的保險業機構；
- 法例要求或許可的政府機關；
- 防欺詐組織；
- 其他保險公司（無論是直接地，或是通過防欺詐組織或本段中指名的其他人士）；
- 警察；及
- 保險業就現有資料而對所提供的資料作出分析和檢查的數據庫或登記冊（及其運營者）。

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

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

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

## 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.