

# TENANT PROTECTOR INSURANCE POLICY

The proposal and declaration made by You shall be the basis of this contract. You are obliged to pay the premium stated in the Schedule as consideration for this insurance.

This Policy together with the enclosed Schedule and any Endorsements subsequently issued should be read as if they are one document and form the contract between You and Us. When it expires it may be renewed.

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

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

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

**“Contents” means:-**

All your furnitures, furnishings, home appliances and Personal Effects including household appliances hired by You or Your Family, Valuable Property, Money 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 satellite antennae;
- f) mobile / portable radio telecommunication equipment (e.g. mobile / portable telephones and pagers), tablet 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) personal documents;
- k) Contents on roof or in open area.

**“Excess” means:-**

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

**“Geographical Limits” means:-**

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

**“Home / Insured Premises” means:-**

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

**“Hong Kong” means:-**

The territorial limits of the Hong Kong Special Administrative Region.

**“Household Improvements” means:-**

Improvements and betterments on Landlord's fixtures and fittings made by You within your Home.

**“Landlord” means:-**

The person named as the Landlord as specified in the Tenancy Agreement who leases the Insured Premises to the Insured.

**“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 Your Family.

**“Registered Medical Practitioner” means:-**

A person other than You or your family members, who is a practitioner of western medicine duly qualified and legally registered as such under the laws of the Hong Kong Special Administrative Region.

**“Schedule” means:-**

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

**“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.

**“Tenancy Agreement” means:-**

The written, duly stamped and enforceable tenancy agreement between the Insured as the Tenant and the Landlord in respect of the Insured Premises.

**“Tenant” means:-**

The Insured named as the Tenant as specified in the Tenancy Agreement who rents the Insured Premises from the Landlord.

**“Valuable Property” means:-**

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

**“We / The Company / Us” means:-**

MSIG Insurance (Hong Kong) Limited.

**“You / The Insured”** means:-

The Insured named in the Schedule who is the Tenant renting the Insured Premises as his Home and for whom this insurance has been arranged.

**“Your Family”** means:-

Your spouse, parents, parents-in-law, grandparents, siblings, children or grandchildren normally living with You.

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.

## 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 seven (7) days after the date of the advice.

## SECTION 1 - CONTENTS

### WHAT IS INSURED

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

### WHAT IS NOT INSURED

We do not cover:

- 1) loss or damage caused by, resulting from or in connection with:
  - a) wear and tear;
  - b) mildew, rot, corrosion, rust, gradual deterioration;
  - c) insects, vermin;
  - d) cleaning, repairing, restoring;
  - e) scratching or denting;
  - f) domestic animals which You own or are in your custody or control;
  - g) mechanical breakdown and/or malfunction of electrical appliances and computer equipment;
  - h) inherent fault or defective workmanship, defective material or design;
  - i) mysterious disappearance or unexplained loss;
  - j) loss of Money not reported to the police within twenty-four (24) hours of discovery;
  - k) deliberate or malicious acts committed by You or Your Family;
  - l) loss or damage to electrical equipment and wiring caused by artificially generated electrical current;
  - m) infidelity or dishonesty on the part of You, Your Family or any employees of You or Your Family;
  - n) landslip, subsidence or erosion;
  - o) settling or cracking of land resulting from earth movements or underground water pressure, shrinkage or expansion of foundations;
  - p) pressure waves caused by aircraft or other aerial devices;
  - q) seepage of water unless caused by typhoon, windstorm or rainstorm.
- 2) costs and expenses arising from loss or destruction or damage caused by pollution or contamination except destruction of or damage to the property insured caused by pollution or contamination resulting from a peril hereby insured against.

### 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 any one piece, pair, set or collection of Valuable Property (other than collection of stamps, coins and medals), subject to an aggregate limit of one-third of the Limit of Indemnity as shown in the Schedule during each Period of Insurance;
- 2) HK\$1,000 any one occurrence in respect of Money, or any collection of stamps, coins or medals, subject to an aggregate limit of HK\$5,000 during each Period of Insurance;

- 3) HK\$50,000 any one piece, pair, set or collection of furnitures, furnishings, household appliances, personal computer, Hi-Fi, piano, television or home video equipment;
- 4) HK\$5,000 any one piece, pair, set or collection of Contents items (other than those mentioned in 1), 2) and 3) above).
- 5) HK\$50,000 in the aggregate in respect of Household Improvements during the Period of Insurance.

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, set or 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 costs incurred for:

- a) temporary accommodation for as long as it is reasonably required; or
- b) the rent which continues to be payable by You in accordance to the terms and conditions of the Tenancy Agreement, whichever is the lower.

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

#### 2) FATAL ACCIDENT BENEFIT

We will pay HK\$50,000 during each Period of Insurance in the event of death within three (3) calendar months of You or Your Family resulting from an injury caused in your Home by fire or thieves.

No Excess is applicable.

#### 3) BURGLARY / ROBBERY HARM ALLOWANCE

We will pay a compensation of HK\$5,000 during each Period of Insurance if You or Your Family sustain injury caused by burglars or robbers within your Home, against which a Registered Medical Practitioner has granted sick leave of not less than four (4) consecutive days.

No Excess is applicable.

#### 4) LOCK

We will pay the reasonable costs incurred for the replacement and installation of locks or keys of windows, gate and external door 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\$5,000 during each Period of Insurance.

## 5) REMOVAL OF DEBRIS

We will cover the costs actually incurred with our prior written consent in the necessary removal of debris of Contents damaged and destroyed in your Home by any of the perils hereby insured against provided that such costs are not recoverable under any other policy of insurance.

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

## 6) HOUSEHOLD REMOVAL

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

- a) Valuable Property;
- b) Glass, earthenware and other items of a fragile nature which are not sufficiently and adequately packed;
- c) the first HK\$1,000 of each and every loss.

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

## 7) TEMPORARY STORAGE OF CONTENTS

We will pay for accidental loss of or damage to the Contents whilst they are in temporary storage in a furniture depository within Hong Kong, for up to thirty (30) days from the date the Contents are removed from your Home directly to the furniture depository, but We do not cover:

- a) Valuable Property;
- b) Money;
- c) Glass, earthenware and other items of a fragile nature which are not sufficiently and adequately packed.

We will not pay more than HK\$50,000 of each and every occurrence and in the aggregate during each Period of Insurance.

## 8) PERSONAL DOCUMENTS

We will pay You or Your Family for the costs 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 in your Home.

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

## 9) SPORTS EQUIPMENT

We will pay for loss of or damage to your sports equipment anywhere in the world up to HK\$2,500 in the aggregate during each 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 your Home not securely locked at the time of loss.

## 10) 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:

- a) loss or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences:
  - i) Coastal erosion
  - ii) Heave
  - iii) Bedding down of structures or the settlement of made up ground within five (5) years of the completion of such works.

- b) loss of or damage to paths, drives, fences, gates, boundary and retaining walls caused by subsidence and/or landslip.
- c) 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.
- d) loss or damage directly occasioned by or through defective design or workmanship or the use of defective materials.
- e) consequential loss or damage of any kind or description.
- f) the first HK\$10,000 or ten percent (10%) of each and every loss, whichever is the greater, occurring within each and every separate period of seventy-two (72) consecutive hours during the currency of this Policy.

## WARRANTED:

- 1) You shall maintain your Home in sound repair and shall take all responsible steps to prevent damage from the perils covered hereby.
- 2) You shall maintain any man-made slope and retaining wall for which You are responsible in accordance with laws regulations codes and guides issued by the Hong Kong Government including the guideline stipulated in the GEOGUIDE 5 - GUIDE TO SLOPE MAINTENANCE published by the Geotechnical Engineering Office, Civil Engineering Department, Hong Kong.
- 3) You shall notify the Company immediately:
  - a) 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.
  - b) 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.

## 11) ALTERATIONS AND REPAIRS

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 work not exceeding two (2) months and the contract value of each such work not exceeding HK\$100,000, otherwise prior notice thereof must be given to Us and We reserve our right to charge an additional premium in respect of the written permission for the mentioned work to be carried out at your Home.

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

## 12) SECURITY DEPOSIT PROTECTION

If a bankruptcy petition is filed against the Landlord and a bankruptcy order is made by the High Court of Hong Kong depriving your right to pursue full recovery of the security deposit paid to the Landlord in accordance with the terms and conditions of the Tenancy Agreement, We will compensate up to fifty percent (50%) of the amount of such deposit or HK\$10,000, whichever is the lower, during each Period of Insurance.

Provided that:

- a) You shall provide a copy of the bankruptcy order and the relevant proof of debt;
- b) if at any time after payment of this benefit, You receive any dividends from the appointed trustee such that the total amount you receive including the compensation under this benefit is in excess of the total amount of security deposit You have paid to the Landlord, such excess amount shall be refunded to Us.

## EXCESS

Unless specifically mentioned elsewhere herein under this Section, We will not be liable for:

- 1) the first HK\$1,000 or five percent (5%) of each and every loss whichever is the greater in respect of loss or damage caused by water.
- 2) the first HK\$500 of each and every loss by a cause other than as stated in 1) above.

## LIMIT OF INDEMNITY

The maximum amount We will pay under this Section during the Period of Insurance is the Limit of Indemnity 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) in a personal capacity other than as an occupier

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;
- 2) loss of or damage to property belonging to or in the custody or control of You or Your Family or any person in the service of You;
- 3) the ownership, occupation or use of any land or building other than your Home specified in the Schedule;
- 4) loss of or damage to property being that part of the property or building on which You or any employee or agent of You is or has been working if such damage is caused directly by the process of treatment, alteration, repair or construction of that part of the property or building;
- 5) any agreement to make payment by way of indemnity or otherwise unless such liability would have attached in the absence of such agreement;
- 6) the exercise of any business, trade, profession or employment;
- 7) the ownership, possession, driving or use of mechanically-propelled vehicles, aircrafts or watercrafts;
- 8) the ownership, use or possession of any animals other than domestic dogs or cats;
- 9) personal injury or bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination;
- 10) the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances;
- 11) fines, penalties, punitive or exemplary damages;
- 12) the carrying out of alterations, additions, repairs, pest control, disinfection or home cleaning by independent contractor(s) at Your Home, unless
  - a) the period of each such work does not exceed two (2) months; and
  - b) the contract value of each such work does not exceed HK\$100,000; and
  - c) the amount of any exterior works which form part of such works does not exceed twenty percent (20%) of the total contract value.
- 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 in respect of loss of or damage to:

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

### EXCESS

We will not be liable for:

- 1) the first HK\$3,000 or ten percent (10%) of the adjusted loss whichever is the greater in respect of each and every loss of or damage to third party properties caused by water.
- 2) the first HK\$10,000 in respect of each and every loss of or damage to your Home or Contents thereof not belonging to but in charge of / by You or under your control, other than loss or damage caused by water.

### 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.

## GENERAL EXCLUSIONS APPLICABLE TO THE WHOLE POLICY

The insurance by this Policy excludes death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- 1) Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons
  - a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
  - b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
  - c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
  - d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for

commercial, agricultural, medical, scientific or other similar peaceful purposes;

- e) any chemical, biological, bio-chemical, or electromagnetic weapon.

## 2) War and Terrorism Risks

- a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- b) any act of terrorism including but not limited to
- the use or threat of force, violence and/or
  - harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents,
- by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or
- c) any action taken in controlling, preventing, suppressing or in any way relating to a) or b) above.

## 3) Political Risks

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

provided that the Company is not relieved of any liability to You in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy.

- c) the destruction of property by order of any public authority.

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

## 5) Cyber Risks

- (a) **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,

- (b) **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.

### 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 or United States of America.

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

## CONDITIONS APPLICABLE TO THE WHOLE POLICY

- 1) The due observance and fulfillment of the terms, conditions and exclusions of the Policy by You, your representative and the Insured shall be conditions precedent to the Company to make payment or to provide indemnity under this Policy.

- 2) You shall also observe and comply with the terms and conditions as set out in the Tenancy Agreement and such other ordinances, regulations and rules of Hong Kong related to You as the Tenant of the Insured Premises.

- 3) 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.

### 4) CHANGE IN RISK

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

### 5) PREVENTION OF LOSS

You and Your Family must comply with all statutory obligations and take all reasonable steps to:

prevent loss, damage or injury, and  
maintain any insured property in good condition and sound repair.

### 6) RECKLESS OR WILFUL ACT

You or Your Family must not cause or facilitate loss to the Insured Premises or its Contents or injury or liability by any reckless, wilful, malicious, criminal or unlawful act. If these obligations are not fulfilled, We may decline any claim You make.

### 7) UNOCCUPIED HOME

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

### 8) CLAIMS CONDITIONS

When a claim occurs or is likely to occur, You must advise Us in writing as soon as possible and within thirty (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 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.

9) MISREPRESENTATION

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

10) SALVAGE

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

11) WAIVER OF CLAIMS

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

12) 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.

13) 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.

14) 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.

15) 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 seven (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.

16) JURISDICTION CLAUSE

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 the Hong Kong Special Administrative Region nor to orders obtained in the said Court for the enforcement of judgments made outside the Hong Kong Special Administrative Region whether by way of reciprocal agreement or otherwise.

17) GOVERNING LAW

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

18) 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.

# 租客家居保障計劃

本中文譯本是保險單之意譯本，旨在協助「閣下」閱讀保險單之內容，本中文譯本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「本公司」提供的資料作為依據。假如「閣下」作出的任何聲明或當中部份並非全部屬實及坦率說明一切事實，「本公司」可拒絕就本保單承保的事項作出賠償。

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

如「閣下」對任何保險事項存疑，請與「閣下」的保險經紀／保險代理或「本公司」聯絡，我們隨時樂意協助「閣下」解決任何關於保險的疑難。

## 一般詞彙解釋

本保單內某些詞語，在文內一律如下闡釋。

「家居物品」  
傢具、家居陳設、家庭電器及「個人物品」(包括「閣下」或「『閣下』的家庭成員」租用的家庭電器)、「貴重財物及珍藏品」、「金錢」、「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，包括衛星天線；
- 流動／手提無線電訊器材(例如：流動／手提電話及傳呼機)，平板電腦；
- 搬運或運送途中的物品；
- 「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「本公司」會以市場最新的售價作為最高賠償額；
- 個人文件；
- 位於屋頂或露天地方的「家居物品」。

「自負額」  
「閣下」就每宗索償所須自行承擔的金額。

「地理區域界限」

- 「香港」
- 世界各地，惟每次不得逗留超過連續六十(60)天。於本條文而言，逗留指從「香港」出發的來回旅程。

「家居」／「受保住所」

於「承保表」所載、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私人住宅單位、寓所、公寓或獨立房屋。

「香港」

中華人民共和國香港特別行政區。

「家居裝修」

「閣下」就「家居」內「業主」的固定裝置及裝配進行的裝修及改善工程。

「業主」

於「租賃協議」上列明為「業主」並出租「受保住所」予「閣下」。

「金錢」

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

「保險期」

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

「個人物品」

特別供個人穿戴並屬於「閣下」或「『閣下』的家庭成員」的物品。

「註冊醫生」

根據香港特別行政區法例註冊之合法西醫，但不包括「閣下」或其家屬。

「承保表」

「本公司」發予「閣下」的附表，並訂明您的姓名、地址、風險地點及賠償限額。

「特別物品」

- 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。

「租賃協議」

「受保人」作為「租客」與「業主」就租住「受保住所」而協議簽訂的一份具有效力並已加蓋印花的「租賃協議」。

「租客」

「受保人」於「租賃協議」上訂明為「租客」並向「業主」租住「受保住所」。

「貴重財物及珍藏品」

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

「本公司」／「我們」

三井住友海上火災保險(香港)有限公司。

「閣下」／「您」／「受保人」

「承保表」訂明的「受保人」以「租客」身份租住「受保住所」為他的「家居」並安排此保險單。

「『閣下』的家庭成員」

與「閣下」一起居住之配偶、父母、配偶之父母、祖父母、兄弟姊妹、子女或孫子女。

此保單內容的單數名詞是包括複數意義及相反之，以及涉及性別詞句是包括相對性別的釋譯。

## 更改保單

如「本公司」有必要更改保險單上的條款，「本公司」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七 (7) 天後生效。

## 第一部份 — 家居物品

### 承保事項

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

### 不承保事項

「本公司」並不承保：

- 1) 由以下事故導致或引致或與以下事故相關的損失或損毀：
  - a) 損耗；
  - b) 霉菌、腐壞、腐蝕、生鏽、逐漸老化；
  - c) 昆蟲、害蟲；
  - d) 清潔、修理及修補；
  - e) 刮花或撞凹；
  - f) 「閣下」擁有、照顧或管理的家養動物；
  - g) 電器及電腦失靈或機件故障；
  - h) 固有缺陷或工藝瑕疵、物料或設計缺陷；
  - i) 離奇失蹤或無法解釋的損失；
  - j) 於發現損失「金錢」後二十四(24)小時內仍未向警方報案；
  - k) 「閣下」或「『閣下』的家庭成員」故意或蓄意造成的損失或損毀；
  - l) 人工電流導致的電器及電線損失或損毀；
  - m) 因「閣下」、「『閣下』的家庭成員」或「閣下」/「『閣下』的家庭成員」的僱員的不忠誠或不誠實行為所導致的損失；
  - n) 山泥傾瀉、地陷或天然腐蝕；
  - o) 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；
  - p) 飛機或其他飛行裝置產生的壓力波；
  - q) 滲水事故 (由颱風、暴風或暴雨引致的則除外)。
- 2) 因污染或沾污物所導致損失、損毀或損壞的費用及開支，除非遭損毀或損壞的投保物品乃因本保單所承保危險引起的污染或沾污物導致則例外。

### 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形式作出賠償。除非於「承保表」另有訂明，否則「本公司」的賠償不會超過以下最高限額：

- 1) 任何一件、一對、一套或一系列「貴重財物及珍藏品」(不包括珍藏郵票、錢幣或徽章) 的最高賠償額為港幣 15,000 元，而每段「保險期」的最高賠償額則為「賠償限額」的三分之一。
- 2) 「金錢」、珍藏郵票、錢幣或徽章的每宗索償最高賠償額為港幣 1,000 元，而每段「保險期」的最高賠償額則為港幣 5,000 元。
- 3) 任何一件、一對、一套或一系列家具、家居陳設、家庭電器、個人電腦、音響器材、鋼琴、電視器材或家庭攝錄機的最高賠償額為港幣 50,000 元。
- 4) 任何一件、一對、一套或一系列「家居物品」(上列第 1、2 及 3 項指定的物品除外) 的最高賠償額為港幣 5,000 元。
- 5) 「家居裝修」於每段「保險期」的最高賠償額為港幣 50,000 元。

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

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

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

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

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

### 其他保障

#### 1) 臨時居所

如「閣下」的「家居」因本部份承保的意外損失或損毀事件以致不能居住，「本公司」將賠償：

- a) 因應合理需要臨時居所的合理費用；或
- b) 「閣下」因根據「租賃協議」的條款及細則，而須繼續繳付的租金，以較低者為準。

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

#### 2) 個人意外

如「閣下」或「『閣下』的家庭成員」因「家居」發生火警或偷竊事件受傷而於事後三 (3) 個月內身故，「本公司」將作出賠償。每段「保險期」的最高賠償額為港幣 50,000 元。

本項保障不設「自負額」。



### 3) 爆竊 / 搶劫受傷津貼

如「閣下」或「『閣下』的家庭成員」因「家居」內發生爆竊或搶劫事件而受傷，經「註冊醫生」診斷並獲發病假不少於連續四 (4) 天，「本公司」將作出賠償。每段「保險期」的最高賠償額為港幣 5,000 元。

本項保障不設「自負額」。

### 4) 大門鎖、大閘鎖及窗鎖損毀

如「閣下」「家居」發生爆竊或企圖盜竊事件，以致鑰匙或鎖遭損失或損毀，「本公司」便會賠償「閣下」為「家居」更換及安裝同類但並非更高品質的窗鎖、大閘鎖及大門鎖或有關鑰匙所需之合理費用。每段「保險期」的最高賠償額為港幣 5,000 元。

### 5) 災場清理費用

倘若遇上因本保單所承保之風險而導致損毀發生，而「閣下」須為所遭損毀的「家居物品」作出必要的清理並支付費用，「閣下」又未能根據任何其他保單對該筆費用作出追討。則「本公司」將會於書面同意後就以上情況實際所招致的費用作出賠償。

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

### 6) 搬遷保障

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

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

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

### 7) 臨時寄存

如「閣下」的「家居物品」短暫寄存於「香港」境內的傢俬倉庫期間 (由「閣下」的「家居」搬運至傢俬倉庫起計，最多三十 (30) 天) 因意外損失或損毀，本公司將作出賠償，但保障並不包括：

- a) 「貴重財物及珍藏品」；
- b) 「金錢」；
- c) 沒有妥善及適當包裝的玻璃、陶瓷及其他易碎物品。

每宗索償的最高賠償額為港幣 50,000 元，而每段「保險期」的最高賠償額亦為港幣 50,000 元。

### 8) 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「閣下」「家居」意外遺失或損毀而需申請補發，「本公司」將賠償有關的合理及必要費用。

每宗索償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。

### 9) 體育器材

如「閣下」的體育器材於全球任何地方遭受損失或損毀，「本公司」將會作出賠償。每段「保險期」的最高賠償額為港幣 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。

### 10) 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：

- a) 因以下事故直接或間接引起或導致的損失或損毀：
  - i) 海岸風化侵蝕
  - ii) 巨浪
  - iii) 任何結構物落成後五 (5) 年內下陷或已完工土地在竣工後五 (5) 年內下沉。
- b) 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。
- c) 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)。
- d) 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。
- e) 任何性質的間接性後果損失或損毀。
- f) 於本保單生效期間任何連續七十二 (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，並且以負責任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」：
  - a) 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。
  - b) 任何本保單承保的風險發生，並影響「閣下」「家居」所在地任何部份 (不論是否涉及受保物品) 或其附近範圍。

## 11) 「家居」裝修及維修

本保險對「閣下」的「家居物品」所提供的保障並不會因「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港幣 100,000 元，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。

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」任何支撐結構的改動或移除。

## 12) 按金保障

倘若有針對「業主」的破產呈請而及後獲香港高等法院頒布破產令，導致「閣下」被剝奪就「租賃協議」所訂明可向「業主」討回已繳付全數按金的權利，「本公司」會就每段「保險期」內賠償有關按金的百分之五十(50%)或港幣 10,000 元，以較低者為準。

惟：

- 「閣下」需提供破產令之副本及有關債權證明文件；
- 倘在「本公司」就此保障付款後，「閣下」獲委任受託人派發債款，而該等金額之總和（包括此保障已賠償的金額及經委任受託人派發的金額）大於「閣下」已繳付「業主」的按金金額，「閣下」須向「我們」退還有關超額的按金。

### 「自負額」

除於本部份另有訂明，「本公司」將不會賠償：

- 每宗及每次水損事故索償的首港幣 1,000 元或索償額之百分之五(5%) (兩者以較高者為準)。
- 每宗及每次非水損事故索償的首港幣 500 元。

### 賠償限額

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

## 第二部份 — 個人法律責任保險

### 承保事項

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

- 以私人住戶身份佔用「家居」；
- 以個人身份，但並非住戶

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

「本公司」將不承保以下事故導致的責任：

- 「閣下」或「『閣下』的家庭成員」或任何為「閣下」服務人士的身體受傷；
- 「閣下」或「『閣下』的家庭成員」或任何為「閣下」服務人士擁有、保管或控制的財物損失或損毀；
- 「閣下」擁有、佔用或使用任何並非「承保表」訂明為「閣下」「家居」的土地或建築物；
- 任何物業或建築物由於「閣下」或「閣下」任何僱員或「閣下」代理人現在或一直在該部份物業或建築物進行保養改善、改動、維修或工程過程中所直接引致的損失或損毀。
- 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、飛機或船隻；
- 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。除非：
  - 每項此等工程的時間不超過兩(2)個月；及
  - 每項此等工程的合約價值不超過港幣 100,000 元；
  - 任何涉及外牆工作的工程，其金額不可超過合約總金額的百分之二十(20%)。
- 違反任何與以下有關的法律責任：
  - 違反《建築物條例》(香港法例第 123 章)所定義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聲稱身體損傷或損毀。

### 租客法律責任保障

「本公司」亦會就「閣下」導致以下損失或損毀所須承擔的法律責任作出賠償：

- 並非「閣下」擁有的「家居」或其任何部份在「您」佔用時蒙受損失或損毀；
- 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或損毀。但本項保障絕不包括「閣下」作為受託人的法律責任。

### 「自負額」

「本公司」將不會賠償：

- 每宗及每次水損事故導致第三者的財物損失或損毀索償的首港幣 3,000 元或索償額之百分之十(10%) (兩者以較高者為準)。
- 每宗及每次非水損事故涉及並非「閣下」擁有但由「閣下」主管或控制的「家居」或「家居物品」遭受損失或損毀索償的首港幣 10,000 元。

## 賠償限額

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

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

## 本保單一般不承保事項

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：

### 1) 輻射污染、化學、生物、生化或電磁武器

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

### 2) 戰爭及恐怖活動風險

- a) 戰爭、侵略、外敵行動、敵對局面、交戰事件（不論正式宣戰與否）、內戰、叛亂、革命、反叛、叛亂升級或擴大至大規模叛變事件、軍事或篡權行動；或
- b) 任何恐怖活動，包括但不限於：任何人士（人等）或團體因政治、宗教、意識形態或類似目的透過以下方式表示或以其他方式，及/或令公眾或任何公眾組別恐慌：
  - 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。

### 3) 政治風險

- a) 被任何法定機關充公、收歸國有或徵用而永久或暫時喪失佔管權；
- b) 因建築物被任何人士非法佔用而永久或暫時喪失其佔管權，

但倘投保財產在喪失佔管權發生前或期間蒙受實際本保單承保之損害，則「本公司」仍需向「閣下」承擔責任。

- c) 任何公營權力機關下令銷毀財產。

- 4) 任何性質的間接性後果損失（本保單特別指定或規定者除外）。

### 5) 電腦病毒及黑客入侵電腦風險

- a) 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。
- b) 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。

#### 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，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。

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

## 本保單一般條款

- 1) 「閣下」、「閣下」的代表及「受保人」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」作為「租客」須遵從「租賃協議」所列明之條款及細則及其他於「香港」生效的相關法令、規則及守則。
- 3) 「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。

#### 4) 風險變化

於「保險期」內，「閣下」對「家居」進行更改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。

#### 5) 預防損失

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

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

#### 6) 魯莽或蓄意行為

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

#### 7) 無人居住「家居」

如「閣下」的「家居」將連續三十 (30) 天以上無人居住，「閣下」必須以書面通知「本公司」並取得「本公司」確認。如「閣下」不履行上述責任，「本公司」可拒絕支付「閣下」提出的索償。

#### 8) 索償條件

如已確實發生或可能發生索償事件，「閣下」必須盡快及在上述事件發生或被發現後三十 (30) 天內以書面通知「本公司」。

- a) 如提出財物損失或損毀索償：
  - i) 「閣下」必須自費按「本公司」要求，提供所有附有正式證明的資料及/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，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，必須立刻通知「本公司」；
  - iii) 未經「本公司」同意，不可承認、建議或應允付款。「本公司」可酌情接手處理事件，並以「閣下」名義抗辯、解決或處理任何索償。「閣下」必須按「本公司」要求提供所有必要資料及援助。
- c) 如提出身體損傷索償：
  - i) 「閣下」必須自費提交「本公司」要求的所有證明書及資料；
  - ii) 「閣下」必須按「本公司」要求接受一次或多次身體檢查，費用由「本公司」支付。倘若因身體受傷導致死亡，「本公司」有權要求出示死亡證及自費進行驗屍。

#### 9) 虛假陳述

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

#### 10) 殘損財物

「本公司」有權取回任何已索償之殘損財物。

#### 11) 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。

#### 12) 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「爭議」），有關「爭議」均依據現行《仲裁條例》（香港法例第 609 章）裁決。如有關人士未能就選擇仲裁員達成協議，仲裁員人選事宜將轉介現行香港國際仲裁中心主席裁決。「本公司」特此聲明，「閣下」必須首先取得仲裁裁決，方可按本保單採取任何法律行動或提出訴訟。

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

#### 13) 其他保險

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

#### 14) 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。

#### 15) 取消保單

##### a) 「閣下」取消保單

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

##### b) 「本公司」取消保單

「本公司」可向「閣下」發出七 (7) 天事前書面通知取消本保單，通知書將以普通郵件方式寄至「閣下」最後登記的地址。於該情況下，「本公司」將按比例退回所有尚未使用的保費。

#### 16) 司法裁判權條款

如任何法院對「受保人」作出裁決，而此等裁決並非首先由香港特別行政區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。

#### 17) 管轄法律

本保單受「香港」專有司法裁判權管轄，並且根據「香港」法律詮釋。

#### 18) 《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](https://msig.com.hk). You should check the Privacy Policy regularly for changes.

### **Personal Information Collection Statement**

Personal information is data that can be used to uniquely identify or contact a single person. As our 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>	<b><i>(for identification purpose)</i></b>
<b>Policy / Certificate / Acknowledgement Number <i>(if you have one)</i>:</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.)**

### **PE1E DATE RECOGNITION GENERAL EXCLUSION**

There is no insurance under this policy in respect of any claim of whatsoever nature which arises directly or indirectly from or consists of the failure or inability of any

- a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
- b) media or systems used in connection with any of the foregoing whether the property of the Insured or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date including without limitation, the failure or inability to

recognise capture save retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

- (i) recognising using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above but this general 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 the following sections, but only to the extent that such claim would otherwise be insured under that section

- (a) Contents
- (b) House
- (c) Worldwide All Risks

This general exclusion does not apply in respect of the following sections, if provided by this policy

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

#### **Definition**

For the purpose of this general 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, or theft.

### **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.