

**Dah Sing Insurance Company Limited** 

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# **HOUSEHOLDPLUS INSURANCE PLAN**

# 24-hour Emergency Assistance Hotline 852 8206 2229

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

This Policy Terms and Conditions, the Schedule/Certificate of Insurance and any endorsement attached or to be attached therewith shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy, the Schedule/Certificate of Insurance and/or any endorsement attached or to be attached therewith shall bear such specific meaning wherever it may appear.

The proposal form and declaration made by the Insured shall form the basis of this Policy and are deemed to be incorporated herein as part of this Policy. In consideration that the Insured has applied to the Company for the insurance hereinafter contained and on the condition that the Insured has paid or agreed to pay the premium as specified for such insurance and on condition that the information provided in the proposal form and declaration is true and correct, the Company will pay the benefits subject to the definitions of words, exclusions, limitations, Terms and Conditions contained herein, endorsed hereon, or attached hereto.

Maximum Benefit (Per Year) (HK\$)		\$)	
erage	Plan A	Plan B	Plan C
Home Contents	300,000	800,000	1,500,000
Home Contents – item or set limit	30,000	60,000	120,000
Valuable Property – sub-limit	N/A	150,000 (15,000/item or set)	300,000 (30,000/item or s
Extension to (1) Home Contents			
1.1 Alternative Accommodation/Loss of Rent	15,000 (500/day)	30,000 (1,000/day)	60,000 (2,000/day)
1.2 Malicious Damage by Tenant	15,000 (1,500/item or set)	30,000 (3,000/item or set)	60,000 (6,000/item or s
1.3 Contents in the Open Air	N/A	30,000 (3,000/item or set)	60,000 (6,000/item or s
1.4 School Closure Allowance	N/A	1,000	2,000
1.5 Accident at Home – sickness cash benefit	N/A	3,000 (300/day)	6,000 (600/day)
1.6 Replacement of Locks	N/A	2,000	4,000
1.7 Damage during Interior Decoration	N/A	600,000 (10,000/item or set)	1,200,000 (10,000/item or
1.8 Damage during Relocation		600,000	1,200,000
- Home Contents	N/A	(6,000/item or set)	(12,000/item or
- Other than Home Contents	N/A	(15,000/item or set)	(30,000/item or
1.9 Temporary Removal	N/A	30,000 (10,000/item or set)	60,000 (10,000/item or
1.10 Temporary Storage	N/A	60,000	120,000
1.11 Removal of Debris	N/A	6,000	12,000
1.12 Frozen Food and Drinks	N/A	3,000	6,000
1.13 Home Assistance Services	N/A	Covered	Covered
1.14 Replacement of Energy Saving Household Appliances	N/A	5,000	10,000
1.15 Theft of Money	N/A	1,500	3,000
1.16 Unauthorized Use of Credit Card	N/A	3,000	6,000
1.17 Personal Documents	N/A	1,000	2,000
Legal Liability	3,000,000	6,000,000	12,000,000
Extension to (2) Legal Liability			
2.1 Tenant's Liability	Covered	Covered	Covered
2.2 Owner's Liability in Common Area	Covered	Covered	Covered
2.3 Personal Liability	N/A	Covered	Covered
2.4 During Alterations	N/A	Covered	Covered
2.5 Solar Panel Liability	N/A	Covered	Covered

Courses	Maximum Benefit (Per Year) (HK\$)		
Coverage	Plan A	Plan B	Plan C
3. Worldwide Personal Belongings	N/A	15,000	30,000
Item or set limit	N/A	3,000	6,000
Extension to (3) Worldwide Personal Belongings			
3.1 Theft of Money	N/A	1,500	3,000
3.2 Unauthorized Use of Credit Card	N/A	3,000	6,000
3.3 Personal Documents	N/A	1,000	2,000
4. Personal Accident Cover	N/A	50,000	100,000
- Death and Total Permanent Disablement Limit	N/A	50,000	100,000
- Loss of or permanent total loss of use of two or more limbs	N/A	50,000	100,000
- Loss of sight of both eyes	N/A	50,000	100,000
- Loss of or permanent total loss of use of one limb and loss of sight of one eye	N/A	50,000	100,000
- Loss of or permanent total loss of use of one limb	N/A	25,000	50,000
- Loss of sight of one eye	N/A	25,000	50,000
Optional Benefit			
5. Pet Medical Expenses	N/A	3,500	3,500
- Outpatient Medical Expenses	N/A	300 /visit/day	300 /visit/day
- X-ray and Laboratory Tests	N/A	2,000 (1,000/visit/day)	2,000 (1,000/visit/day)
6. Rent Protection		100,000	
Loss of Rent due to:-	100,000 or 6-month rent, which is lesser (20,000/month)		lesser
- failure of Rent payment by the Tenant provided that You have i) taken a legal action; ii) obtained the relevant Court judgment; and iii) not received the payment after one (1) month of the date of the relevant Court judgment;	Covered		
<ul> <li>denied access to the Insured Premises arising out of damage to the properties in the vicinity; or</li> </ul>	Covered		
<ul> <li>death of the Tenant arising out of murder or suicide as confirmed by the Hong Kong Police Force.</li> </ul>	Covered		
Extension to (6) Rent Protection			
6.1 Rent Demand Letter to Tenant		1/Period of Insurance	

# **PART 2 - DEFINITIONS OF WORDS**

Certain words or phrases in the **Policy** have special meanings. They are defined as below and will be presented as bold letters in this document.

- 1. "Accident"/"Accidental"/"Accidentally" means a sudden, unforeseen and involuntary event which independent of any other causes.
- 2. "Assistance Services Provider" means the home assistance services company as appointed by the Company.
- 3. "Bodily Injury" means bodily injury to You or Your Family caused solely by violent Accidental external means and which is independent of any other causes.
- 4. "Building" means the structural part of Your Home, including:
  - a) fixture and fittings and/or interior decoration put in or left behind by ex-property owner or property developer, for which is forming part of the building structure of Your Home;
  - b) wall, gates and fences surrounding Your Home to protect access from outsiders; and
  - c) such other things or parts as may be specifically described in the Schedule/Certificate of Insurance.
- 5. "Company"/"Us"/"Our" means Dah Sing Insurance Company Limited.
- "Court" means the courts of Hong Kong.
- "Electronic Communication Items" means mobile phone, pagers and any handset or device (including battery and charger) able to make or receive telephone calls.
- 8. "Home" means the building or the house, apartment or flat (being built of bricks, stones, concrete or reinforced concrete and roofed with concrete or reinforced concrete), at the situation mentioned on the Schedule/Certificate of Insurance, used for domestic purpose only.
- 9. "Home Contents" means
  - a) furniture;
  - b) fixtures and fittings and/or interior decoration furnished by You or Your Family;
  - c) household appliances, household goods;
  - d) Personal Belongings;
  - e) plate/fixed glass;
  - f) computers (including desktop, laptop and tablet); and
  - g) sports equipment.

belonging to You or Your Family but  $\ensuremath{\mathsf{EXCLUDING}}$  :

i. landlord's fixture and fittings and/or interior decoration put in or left behind by ex-property owner or property developer;

- ii. motor vehicles (other than lawnmowers and pedestrian controlled gardening implements for home use only), motorcycles, caravans, trailers, and other mechanically and/or electrically propelled vehicles, or their spare parts or accessories;
- iii. Living things, pets and animals which You or Your Family owned or are in Your or Your Family custody, care or control;
- iv. growing crops and plants;
- v. watercrafts (other than hand-propelled), hovercraft, boats and outbound motors or their spare parts and accessories;
- vi. aircraft (including aircraft in any kind, e.g. unmanned aircraft system), any aerial or spatial device, and their accessories or spare parts including satellite antennae:
- vii. radio antennae aerials fittings masts and towers, solar panel, and their accessories or spare parts;
- viii. Electronic Communication Items;
- ix. contact lenses, dentures and prostheses;
- x. Specially Held Items: and
- xi. securities, Money, certificates and documents or stamps collection.
- 10. "Hong Kong" means Hong Kong Special Administrative Region of the People's Republic of China.
- 11. "Insured"/"Your" means the insured named in the Schedule/Certificate of Insurance.
- 12. "Insured Premises" means the Insured Address specified in the Schedule/Certificate of Insurance.
- 13. "Landlord" means the legal owner of the Insured Premises which are rented out to the Tenant.
- 14. "Medical Practitioner" means a person other than the Insured or Your immediate family member, qualified and legally authorised in the geographical area of his/her practice to render medical and surgical services.
- 15. "Money" means physical money including bank or currency notes, coins, cheques, premium bonds, travellers cheques, travel tickets, postal or money orders, postage stamps, tokens, stored value cards or other vehicle vouchers belonging to You or Your Family, but EXCLUDING Specially Held Items. The value of Money refers only to the face value but not any commemorative, antique or rarity value.
- 16. "Period of Insurance" means the period specified in the Schedule/Certificate of Insurance and during which this Policy will operate.
- 17. "Permanent" means twelve (12) consecutive months from the date of an Accident and at the expiry of that period being beyond hope of improvement.
- 18. "Total Permanent Disablement" means when as the result of a Bodily Injury and commencing from the date of an Accident and lasting for consecutive twelve (12) months, the Insured or Your Family is totally and permanently disabled and prevented from engaging in each and every occupation or employment for compensation or profit for which the injured person is reasonably qualified by reason of his/her education, training or experience, or if the Insured or Your Family has no business or occupation, Total Permanent Disablement means the inability of the Insured or Your Family to perform any activities which would normally be carried out in the daily life of the Insured or Your Family.
- 19. "Loss of Limb" means loss by physical severance, or total and Permanent loss of use of a hand at or above the wrist or of a foot at or above the ankle.
- 20. "Loss of Sight" means complete blindness which is Permanent and incurable.
- 21. "Pre-existing Condition" means a condition for which medical advice or treatment was recommended by a Medical Practitioner or, conditions for which the Insured or Your Family received medical treatment, diagnosis, consultation or prescribed drugs preceding the Policy effective date.
- 22. "Personal Belongings" means articles of personal nature specifically designed to be worn, carried or used, belonging to You or Your Family, but EXCLUDING:
  - i. Money;
  - ii. Valuable Property;
  - iii. Electronic Communication Items; and
  - iv. Specially Held Items.
- 23. "Personal Documents" means Hong Kong Identity Cards, Hong Kong Driving Licences, China Re-entry Permits and Passports belonging to You or Your Family.
- 24. "Pet"/"Your Pet" means the insured cat(s) or dog(s), microchipped and licensed under the name of You or Your Family, and named in the Schedule/Certificate of Insurance.
- 25. "Policy" means this policy Terms and Conditions, the Schedule/Certificate of Insurance and any endorsement attached or to be attached thereon shall be read together as one contract.
- 26. "Rent" means the monthly rental as set out in the Tenancy Agreement payable by the Tenant to the Insured during the term as described under the Tenancy Agreement.
- 27. "Schedule"/"Certificate of Insurance" means the schedule attached to an incorporated in the Policy of Insurance.
- 28. "Security Deposit" means the sum paid by the Tenant or anyone on behalf of the Tenant to the Insured as security and an earnest performance of obligations under the Tenancy Agreement.
- 29. "Sub-Divided Flat" means that the premises are split into two or more smaller flats / units and leased or can be leased to different tenants.
- 30. "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 policy.
- 31. "Tenancy Agreement" means the written and enforceable tenancy agreement between You as the Landlord and the Tenant in respect of the Insured Premises during the Period of Insurance.
- 32. "Tenant" means the person or corporation who rents the Insured Premises from the Insured and is defined as such in the Tenancy Agreement.
- 33. "Valuable Property" means jewellery, items of gold, silver or other precious metals, items of crystal and precious stones, watches, photographic equipment, binoculars, works of art, chinaware, curios, furs, musical instruments (excluding pianos).
- 34. "Your Family" means any of the Insured's family members (including Your spouse, children, parents and relatives) who is permanently residing with the Insured and any domestic helper employed by the Insured or Insured's family at the Home.

### **PART 3 – DESCRIPTION OF COVER**

# SECTION 1 – HOME CONTENTS

The Company will cover You and Your Family, up to the Maximum Benefit for Coverage (1) stated in the Summary of Benefits, against any Accidental physical loss of or damage to Home Contents and Valuable Property contained in Your Home during each Period of Insurance. Sub-limit applies to this Section as mentioned in the Summary of Benefits table above.

The Company do not pay for Accidental loss of or damage to Valuable Property for Plan A.

## **Extensions applicable to Section 1**

# 1.1) Alternative Accommodation/Loss of Rent

In the event of Your Home, occupied by You and Your Family, being rendered uninhabitable at the Company's discretion due to Accidental physical loss or damage insured under the section or compulsory quarantine, the Company will pay the cost incurred for reasonable temporary accommodation for as long as it is required to make Your Home habitable again.

If Your Home is occupied by Your rent-paying tenant at the time of the Accident, the Company will indemnify You as the Landlord against loss of rent payable by the tenant to You during the period necessary for reinstating the Home.

You and Your Family can only claim either alternative accommodation or loss of rent for the same Accident. Any claim payment shall not be more than the Maximum Benefit stated in the Summary of Benefits during each Period of Insurance.

#### 1.2) Malicious Damage by Tenan

If Your Home is let out by You as the residential landlord, the Company will pay, up to the Maximum Benefit stated in the Summary of Benefits during each Period of Insurance, for physical damage to Home Contents caused by the malicious acts of Your rent-paying tenant who has been prosecuted in the court.

The Company will not pay if the malicious damage relates to Home Contents which are in the internal or external common areas of residential flats, home units, village houses, detached house or any type of multiple occupancy residences.

#### 1.3) Contents in the Open Air

The Company will cover, up to the Maximum Benefit stated in the Summary of Benefits during each Period of Insurance, for loss of or damage to Home Contents happening in the open area attached to Your Home (including balcony, roof floor, terrace, patios, forecourt, verandah and porch) but the coverage will not include burglary loss or damage.

#### 1.4) School Closure Allowance

Notwithstanding anything to the contrary contained in the Communicable Disease Exclusion as stated in Endorsement, the Policy is extended to cover infectious disease for this Section 1.4 School Closure Allowance.

In the event of Your Family is prevented from attending his/her studying school for seven (7) or more consecutive school days as the result of an outbreak of infectious disease at his/her studying school, the Company will reimburse the forfeited and non-refundable cost incurred for any unused services including school buses, meal, and extra-curricular activities organised by and held at the school that could not be recovered elsewhere up to the Maximum Benefit stated in the Summary of Benefits during each Period of Insurance.

The studying school referred hereunder includes nursery, kindergarten, primary school, special school (up to primary level) and international school (up to primary level, Grade six (6) in US system or Year seven (7) in UK system).

#### 1.5) Accident at Home

The Company will pay the sickness cash benefit, in the event that You or Your Family (if the Insured or Your Family is below the age of 18, to the legal guardian on behalf of the Insured or Your Family (as the case may be) sustain(s) Bodily Injury caused by burglar or robber within Your Home, against which a medical practitioner has granted a sick leave certificate of not less than four (4) consecutive days.

Any claim payment for each person and in aggregate shall not be more than the Maximum Benefit stated in the Summary of Benefits during each Period of Insurance.

#### 1.6) Replacement of Locks

The Company will pay the reasonable cost incurred for the replacement and installation of windows locks and external door locks and/or keys of the Home with items that are similar but not better, following physical loss of or damage to keys or locks due to burglary or attempted burglary subject to the Maximum Benefit stated in the Summary of Benefits during each Period of Insurance.

#### 1.7) Damage during Interior Decoration

The Company will cover You or Your Family for Accidental physical loss of or damage to Home Contents, photographic equipment, binoculars, works of art, chinaware, curios, furs and musical instruments during a period of interior decoration or renovation works at Your Home, provided that the said period is not longer than two (2) months and the contract sum of such works is less than HK\$100,000, but excluding any loss or damage directly or indirectly caused by:

- i. bursting of water pipes and/or blocking of drainage system; and/or
- ii. poor workmanship of the decoration works.

Any claim payment shall not be more than the Maximum Benefit stated in the Summary of Benefits during each Period of Insurance.

### 1.8) Damage during Relocation

The Company will cover any Accidental physical loss of or damage to Home Contents, photographic equipment, binoculars, works of art, chinaware, curios, furs and musical instruments while being moved by a professional transportation company up to the Maximum Benefit stated in the Summary of Benefits during each Period of Insurance from Your Home to Your new permanent residence within Hong Kong, but excluding any item of perishable or fragile nature unless such fragile item has been packed by the professional transportation company.

### 1.9) Temporary Removal

Any Home Contents temporarily removed from Home to elsewhere in Hong Kong for cleaning, repairing or maintenance shall be covered up to the Maximum Benefit stated in the Summary of Benefits during each Period of Insurance for loss or damage due to fire, lightning, explosion, storm, flood, malicious acts, burglary or robbery, and bursting or overflow of water tanks, apparatus or pipes.

### 1.10) Temporary Storage

In the event that the Home becomes uninhabitable at the Company's discretion as a result of an insured event, the Company will pay for the actual cost of temporary storage of Home Contents, photographic equipment, binoculars, works of art, chinaware, curios, furs and musical instruments up to the Maximum Benefit stated in the Summary of Benefits during each Period of Insurance and subject to a maximum of thirty (30) days.

### 1.11) Removal of Debris

The Company will cover the actual cost incurred in the removal of debris of Home Contents which have been destroyed or damaged by any insured event, and of any undamaged Home Contents which facilitate such removal of debris.

Any claim payment shall not be more than the Maximum Benefit stated in the Summary of Benefits during each Period of Insurance.

# 1.12) Frozen Food and Drinks

The Company will pay the cost of replacing food and drinks which are spoiled in Your deep freezer unit in Your Home by:

- Notwithstanding anything to the contrary in Exclusion j) (viii) under Exclusion of Section 1, Accidental breakdown of the freezer unit which is less than five (5) years old;
- b) Accidental failure of the electricity supply provided such failure is not caused by the deliberate act of the supply authority or its employees.

Any claim payment shall not be more than the Maximum Benefit stated in the Summary of Benefits during each Period of Insurance.

# 1.13) Home Assistance Services – 24 Hours Hotline 8206 2229

The Assistance Services Provider shall provide the following referral services in Hong Kong when You contact the Assistance Services Provider:

# Electrical Assistance

The Assistance Services Provider shall arrange a competent and registered electrician to repair the main switch or wall switch of Your Home in case of such main switch or wall switch failure.

# Plumbing Assistance

In the event of clogging of the water pipe or bursting of water pipe (not water tap) within Your Home, the Assistance Services Provider shall arrange a competent and registered plumber to repair the water supply and water draining system.

### Locksmith Assistance

If You are unable to access Your Home by reason of not being in possession of the keys or being locked Accidentally outside Your Home, the Assistance Services Provider shall arrange a locksmith to gain access to Your Home.

- Air Conditioning Engineer Assistance
  - In the event of Accidental breakdown of the engine of the air conditioner in Your Home, the Assistance Services Provider shall arrange a competent and registered engineer to repair the air conditioner but not for the maintenance of the air-conditioner such as the problem relating with the noise, coolness or water dripping.
- Home Cleaning Referral
  - In the event that You require assistance for carpet cleaning, sofa cleaning, window cleaning, wall tiles or floor tiles cleaning for Your Home, the Assistance Services Provider shall provide referral information on competent service providers and their charges.
- Emergency Home Nursing Care Referral
  - Upon the request of You during an emergency, the Assistance Services Provider shall organise and arrange for a registered nurse to provide nursing care to any person specified by You.
- Pest Control Referral
  - Upon Your request, the Assistance Services Provider is able to arrange for a company specialised in pest control to deal with the pest problem at Your Home.
- Household Appliance Referral
  - In the event that You require assistance for repair services to washing machine, dryer, refrigerator, microwave, television, video cassette recorder player, laser disk player, or audio equipment at Your Home, the Assistance Services Provider will as far as possible provide referral information on competent service providers and their charges.

The Home Assistance Services are purely on referral or arrangement basis only. All the costs incurred in using the services will be at the own expenses of You and Your Family, and the Company shall not be responsible for any damages or consequential damages arising out of the services provided by the service providers referred by the Assistance Services Provider or be responsible or pay for any costs or expenses incurred.

#### 1.14) Replacement of Energy Saving Equipment

Without prejudice to the "Basis of Settlement of Claims" as stated in PART 5 – GENERAL CONDITIONS APPLICABLE TO THE WHOLE POLICY, in the event of physical loss of or damage to household appliances belonging to You or Your Family and You or Your Family choose to replace the damaged household appliances with one with energy label attached, the Company will allow You or Your Family to claim for betterment of maximum of thirty-percent (30%) of the damaged household appliances and up to Maximum Benefit stated in the Summary of Benefits during each Period of Insurance.

The replaced items should bear an energy label which is recognized under the Mandatory Energy Efficiency Labelling Scheme (MEELS) through the Energy Efficiency (Labelling of Products) Ordinance (Cap.598, Laws of Hong Kong). In the event the lost or damaged household appliances already bears an energy label, this extension will not apply.

### 1.15) Theft of Money

The Company will indemnify You and Your Family against theft or robbery of Money in Your Home, up to the Maximum Benefit stated in the Summary of Benefits during each Period of Insurance. Provided that such loss is reported to the local police within twenty-four (24) hours of discovery.

### 1.16) Unauthorised Use of Credit Card

The Company will indemnify You and Your Family for Accidental loss resulting from unauthorised use of credit cards in the event of theft or robbery to Your physical credit cards in Your Home up to the Maximum Benefit stated in the Summary of Benefits during each Period of Insurance. Provided that such loss is reported to the local police within twenty-four (24) hours of discovery.

#### 1.17) Personal Documents

The Company will cover, up to the Maximum Benefit stated in the Summary of Benefits during each Period of Insurance, for the replacement fee or costs of Personal Documents of You and Your Family due to Accidentally lost or damaged in Your Home.

### Maximum Liability of Section 1:

The maximum amount payable for all benefits including the extensions under this Section during each Period of Insurance shall not in aggregate exceed 100% of the Maximum Benefit for Coverage (1) as stated in the Summary of Benefits.

## **Exclusions to Section 1:**

Section 1 under this Policy does not cover:

- a) the first amount or percentage as specified in the Schedule for each and every water damage claim;
- b) the first HK\$10,000 or 10% of adjusted loss, whichever is the greater for each and every landslip and subsidence claim, subject to Exclusion j)(xiii) in which no benefit will be payable at all;
- c) for claims other than a) and b):
  - (i) the first HK\$250 of the loss of Home Contents and Valuable Property (other than those in the open air and portable computers (including tablets));
  - (ii) the first HK\$500 of portable computers (including tablets); and
  - (iii) the first HK\$2,000 of Home Contents in the open air;
- d) sports equipment and musical instruments while in use;
- e) property in the course of removal or transit (unless otherwise specified in sub-Section 1.8 Damage during Relocation and sub-Section 1.9 Temporary Removal);
- f) loss of or damage to records, audio, films, tapes, cassettes, cartridges, digital or computer discs or diskettes other than for their value as unused material, unless purchased pre-recorded and the Company will pay up to the maker's latest price listed;
- g) Home Contents on roof or in open area (unless otherwise specified in sub-Section 1.3 Contents in the Open Air);
- h) any item falls under the definition of Building;
- i) any loss of or damage to any electrical equipment, appliances, apparatus or installation caused by its own over-running, excessive pressure, short circuiting or self heating;
- i) any loss or damage caused by or arising from or in connection with: -
  - (i) wear and tear, or depreciation;
  - (ii) mildew, rot, corrosion, rust, or gradual deterioration;
  - (iii) insects or vermin;
  - (iv) fungus, change in temperature or humidity;
  - (v) cleaning, repairing, or restoring;
  - (vi) scratching or denting:
  - (vii) domestic animals which You owned or are in Your custody, care or control;
  - (viii) electrical or mechanical breakdown and/or malfunction of electrical equipment, appliances apparatus or installation;
  - (ix) inherent fault, latent defect or defective workmanship, defective material or design;
  - (x) depreciation in value;
  - (xi) deliberate acts by You, Your Family or Your servants, agents, invitees or licensees;
  - (xii) artificially generated electrical current to electrical equipment and wiring;
  - (xiii) landslip, subsidence or erosion which is a result of:
    - 1. coastal erosion;
    - 2. heave; and/or
    - 3. bedding down of structures or the settlement of made up ground within five (5) years of the completion of such works;
  - (xiv) settling or cracking of land resulting from earth movements or underground water pressure;

- (xv) infidelity or dishonesty on the part of You, Your Family or Your servants, agents, invitees or licensees;
- (xvi) shrinkage, evaporation, loss of weight, contamination, change in flavour, change in colour, change in texture of finish, action of light;
- (xvii) theft
  - 1. if the Home is unoccupied for more than thirty (30) days;
  - 2. if the Home or any part is lent or let; and/or
  - 3. by deception unless deception is used to enter the Home;
- (xviii) Malicious Damage or Vandalism
  - 1. if the Home is unoccupied for more than thirty (30) days;
  - 2. by a person lawfully in Home (unless otherwise specified in sub-Section 1.2 Malicious Damage by Tenant); and/or
- (xix) Escape of water or oil from any washing machine, dishwasher or fixed domestic water or heating installation if the Home is unoccupied for more than thirty (30) days;
- k) any loss of or damage to any insured items whilst in transit but not delivered to and not confirmed receipt from You or Your Family; and
- I) any loss claimed under Worldwide Personal Belongings Section arising from the same cause.

#### SECTION 2 - LEGAL LIABILITY

The Company will indemnify You and/or Your Family, as occupier or owner of Your Home, against legal liability, including the legal costs and expenses, for

- Accidental death or bodily injury including illness of; and
- Accidental loss of or damage to property belonging to

any third party other than You and Your Family.

### Extensions applicable to Section 2:

## 2.1) Tenant's Liability

The Company will cover the legal liability of You and/or Your Family under the tenancy agreement arising out of or in connection with Accidental loss or damage:

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

#### 2.2) Owner's Liability in Common Area

The Company will indemnify You and Your Family for any third party compensation which You and/or Your Family become legally liable to pay as a part "owner" of the "common parts" of the Building of which Your Home is attached. For the purpose of this extension, the expressions "owner", "common parts" and Building shall have the same meanings as assigned to those expressions in the *Building Management Ordinance* (Chapter 344 of the Laws of Hong Kong).

Where there is any other insurance policy that provides indemnity to liability that is covered under this extension, then this extension shall be operative only when:

- a) such liabilities are not indemnifiable by such other insurance policy; or
- b) any excess liability beyond and above the amount paid or payable under such other insurance policy.

Subject always to preceding a) above, the indemnity under this extension applies only to and is limited to Your and/or Your Family separate proportional share of liabilities (and, for the avoidance of doubt, not joint liabilities) as a part owner in the undivided parts of the Building as determined in accordance with Section 39 of the said *Building Management Ordinance* (Chapter 344 of the Laws of Hong Kong).

### 2.3) Personal Liability

The Company will indemnify You and/or Your Family solely in personal capacity, other than as owner, occupier or tenant of Your Home, against legal liability for Accidental injury of any third party and/or Accidental loss of or damage to the third party property happened in Hong Kong, or the first sixty (60) days within the Period of Insurance of Your stay outside Hong Kong, from the date of Your departure from Hong Kong.

# 2.4) Liability during Alterations

The Company will indemnify You and/or Your Family against legal liability to any third party of Your Home during alterations, additions and/or repairs, provided that the contract period is no longer than two (2) months and the contract sum of such works is less than HK\$100,000.

### 2.5) Solar Panel Liability

The Company will indemnify You and/or Your Family against legal liability to any third party for Accident arising out of the solar panel which is owned or under Your and/or Your Family control and attached to Your Home. Provided that the regular maintenance and reasonable precautions must be taken by You and/or Your Family. However, the Company will not cover for any claim arising from the repair, regular maintenance or alteration to the solar panel.

### **Maximum Liability of Section 2:**

The maximum amount payable for all benefits including the extensions under this Section and the related legal costs and expenses during each Period of Insurance shall not in aggregate exceed 100% of the Maximum Benefit for Coverage (2) as stated in the Summary of Benefits.

In the event that You and/or Your Family are covered by more than one of the covers/ extensions for the same incident, or by more than one policy issued by the Company, the maximum limit under this Section for any one incident will be based on the cover/ extension/policy that provides the greatest limit of liability.

## **Exclusions to Section 2:**

Section 2 under this Policy does not cover:

- a) the first HK\$250 of the loss of each and every third party property damage claim;
- b) the first amount as specified in the Schedule for each and every water damage claim; and
- c) any liability for:
  - (i) bodily injury to You or Your Family or any person in the service of You;
  - (ii) loss of or damage to property belonging to or in the custody, care or control of You or Your Family or any person in the service of You;
  - (iii) the ownership, occupation or use of any land or building other than Your Home specified in the Schedule/ Certificate of Insurance;
  - (iv) any agreement to make payment by way of indemnity or otherwise unless such liability would have attached in the absence of such agreement;
  - (v) the exercise of any trade, profession or employment;
  - (vi) the ownership, possession, driving or use of mechanically-propelled vehicles and/or electrically propelled vehicles, including their public and private electric vehicle charger, aircraft or watercrafts in any kind (e.g. unmanned system);
  - (vii) the ownership, use or possession of any animals other than the domestic cats and dogs;
  - (viii) bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by pollution or contamination;
  - (ix) the cost of removing, nullifying or cleaning-up polluting or contaminating substances;
  - (x) fines, penalties, punitive or exemplary damages; and/or
  - (xi) death or bodily injury including illness of any person directly or indirectly caused by infectious disease which is listed in the First Schedule of the *Quarantine and Prevention of Disease Ordinance* (Chapter 141 of the Laws of Hong Kong) as at the date of receipt by the Company of Your written notification of a claim.

# SECTION 3 – WORLDWIDE PERSONAL BELONGINGS

The Company will cover You and Your Family for any Accidental physical loss of or damage to Personal Belongings, Valuable Property (restricted to items specifically designed to be worn, carried or used in personal nature), laptop / tablet computer, sports equipment and musical instruments (excluding piano) of You and Your Family happening anywhere in the world outside Your Home, up to the Maximum Benefit stated in the Summary of Benefits during each Period of Insurance.

# **Extensions applicable to Section 3**

#### 3.1) Theft of Money

The Company will indemnify You and Your Family against theft or robbery of Money anywhere in the world outside Your Home, up to the Maximum Benefit stated in the Summary of Benefits during each Period of Insurance. Provided that such loss is reported to the local police within twenty-four (24) hours of discovery.

### 3.2) Unauthorised Use of Credit Card

The Company will indemnify You and Your Family for Accidental loss resulting from unauthorised use of credit cards in the event of theft or robbery to Your physical credit cards anywhere in the world outside Your Home, up to the Maximum Benefit stated in the Summary of Benefits during each Period of Insurance provided that such loss is reported to the local police within twenty-four (24) hours of discovery.

#### 3.3) Personal Documents

The Company will cover, up to the Maximum Benefit stated in the Summary of Benefits during each Period of Insurance, for the replacement fee or costs of Personal Documents of You and Your Family due to Accidentally lost or damaged anywhere in the world outside Your Home.

#### Maximum Liability of Section 3:

The maximum amount payable for all benefits including the extensions under this Section during each Period of Insurance shall not in aggregate exceed 100% of the Maximum Benefit for Coverage (3) as stated in the Summary of Benefits.

#### **Exclusions to Section 3:**

Section 3 under this Policy does not cover:

- a) the first HK\$500 of portable computers (including tablets), and the first HK\$250 of the loss of other insured items;
- b) contact lenses, dentures and prostheses;
- c) sports equipment and musical instruments while in use;
- d) Electronic Communication Items;
- e) Specially Held Items;
- f) theft
  - (i) by deception unless deception is used to enter Your Home;
  - (ii) from an unattended vehicle; or
  - (iii) of any pedal cycle away from the Home not securely locked at the time of loss;
- g) deliberate acts by You or Your Family;
- h) excluded risks including loss or damage caused by:
  - (i) wear and tear, or depreciation;
  - (ii) mildew, rot, corrosion, rust, or gradual deterioration;
  - (iii) insects, or vermin;
  - (iv) fungus, change in temperature or humidity;
  - (v) cleaning, repairing, or restoring;
  - (vi) scratching or denting;
  - (vii) domestic animals which You owned or are in Your custody, care or control;
  - (viii) breakdown and/or mechanical malfunction of electrical appliances and computer equipment;
  - (ix) inherent fault, latent defect or defective workmanship, defective material or design;
  - (x) depreciation in value;
  - (xi) mysterious disappearance or unexplained loss; and/or
  - (xii) artificially generated electrical current to electrical equipment and wiring;
- i) any insured items are whilst in transit but not delivered to Your Home and are not confirmed receipt from You and Your Family; and
- j) any loss claimed under Home Contents Section arising from the same cause.

### **SECTION 4 - PERSONAL ACCIDENT COVER**

If You or Your Family sustain(s) Bodily Injury arising out of an Accident within Hong Kong and resulting in Accidental death or Total Permanent Disablement occurring within twelve (12) months from the date of such Accident, the following compensation shall be payable to You or Your Family or, in the case of death, to his/her legal personal representative(s):

Cayanaga	Maximum limit (HK\$)		
<u>Coverage</u>	<u>Plan B</u>	<u>Plan C</u>	
Accidental death or Total Permanent Disablement	50,000	100,000	
Loss of or permanent total loss of use of two or more limbs	50,000	100,000	
Loss of sight of both eyes	50,000	100,000	
Loss of or permanent total loss of use of one limb and loss of sight of one eye	50,000	100,000	
Loss of or permanent total loss of use of one limb	25,000	50,000	
Loss of sight of one eye	25,000	50,000	

The maximum amount payable under this Section during each Period of Insurance shall not exceed 100% of the Maximum Benefit for Coverage (4) stated in the Summary of Benefits.

Indemnity for death of the Insured or Your Family is payable to the legal guardian(s) or estate administrator of the Insured or Your Family. All other indemnities are payable to the insured person or if the insured person is below the age of 18, to the legal guardian on behalf of the insured person.

### **Exclusions to Section 4**

Section 4 under this Policy does not cover:

- a) any Bodily Injury to You or Your Family aged over 65.
- b) self-inflicted injury, suicide (whether felonious or not) or any attempt thereat whether sane or insane, wilful exposure to peril (other than in an attempt to save human life), fighting (except in bona fide self-defence), provoked assault, resistance to arrest.
- c) any loss caused by an Bodily Injury or otherwise which is a consequence of any kind of disease and/or sickness.
- d) child birth or pregnancy notwithstanding that such injury may have been accelerated or induced by Accident.
- e) any wilful, malicious, unlawful or deliberate act of You or Your Family.
- f) any Pre-existing Condition.
- g) any benefit directly or indirectly caused by or in relation to your engagement in or participation in driving or riding in any kind of race or in any underwater activities involving the use of breathing apparatus.
- h) engagement in a sport in a professional capacity or where You or Your Family would or could earn income or remuneration from engaging in such sport.

- i) the influence of drugs (other than those prescribed by a registered Medical Practitioner but not when prescribed for the treatment of drug addiction) or under the influence of alcohol unless it can be established to our reasonable satisfaction by any claimant that alcohol was not a factor contributing to the happening of the Bodily Injury or death.
- j) You or Your Family flying or travelling in an aircraft as a member of air crew other than as a fare-paying passenger with a licenced carrier on a scheduled domestic or international route or on a duly licenced air charter service.
- k) You or Your Family engaging in service or duty with the local police or any armed force or Fire Service or security guard service of any country.

#### **SECTION 5 - PET MEDICAL EXPENSES**

(This is an optional benefit. This section is only applicable if it is shown in the Schedule/Certificate of Insurance.)

The Company will reimburse the outpatient medical, X-ray and laboratory test expenses reasonably incurred by Your Pet in Hong Kong up to the Maximum Benefit for Coverage (5) as stated in the Summary of Benefits if the Pet suffers from injury or sickness in Hong Kong during each Period of Insurance.

#### Exclusions to Section 5:

Section 5 under this Policy does not cover:

- a) the first HK\$100 of outpatient medical expenses per visit and the first HK\$500 of x-ray and laboratory test expenses per visit;
- b) any sickness, disease or physical condition which has existed prior to the Policy effective date in respect of the insured Pet, which presented signs or symptoms of which You have been aware or should have reasonably been aware;
- c) any claim arising within the first fourteen (14) days after the Policy effective date;
- d) any Pet attaining the age of 10 unless specially accepted by the Company;
- e) routine health check, vaccinations, preventive treatment, spaying, castration, behavioural problems, physiotherapy and training (unless caused by insured illness or Accident), pregnancy, miscarriage, abortion, costs of whelping or kittening, euthanasia (unless deemed necessary by a registered veterinary surgeon to alleviate pain and suffering), disposal charges, cremation or post mortems, dental problems, dietary products, grooming and elective treatment, cost of fringe, unlicensed and unconventional medicines, and any congenital condition;
- f) any claims where treatment or medication not administered by registered veterinary surgeons under the Veterinary Surgeons Registration Ordinance (Chapter 529 of the Laws of Hong Kong); and
- g) any claims without the provision of the current microchip copy showing the owner's name is You or Your Family and living at Your Home.

#### **SECTION 6 - RENT PROTECTION**

(This is an optional benefit. This section is only applicable if it is shown in the Schedule/Certificate of Insurance.)

The Company will indemnify You as the Landlord in respect of the outstanding Rent in arrears (after deduction of the Security Deposit), up to the Maximum Benefit for Coverage (6) as stated in the Summary of Benefits. if:-

- a) You have successfully obtained the relevant Court judgment against the Tenant who fails to pay the Rent provided that
  - (i) You have taken a legal action against the Tenant for forfeiture of tenancy to regain possession of the Insured Premises;
  - (ii) the Tenant has not paid You the amount stated in the relevant Court judgment within one (1) month after the date of the Court judgment; and
  - (iii) the total aggregate liability of the Company shall be limited to HK\$100,000 or a sum equivalent to six (6) months' Rent, whichever is the lesser during each Period of Insurance;
- b) access to the Insured Premises is denied in consequence of damage to the properties in the vicinity of the Insured Premises, regardless of whether the Insured Premises have been damaged or not; or
- c) the Tenant dies due to murder or suicide as confirmed by the Hong Kong Police Force.

# **Extensions applicable to Section 6**

# 6.1) Rent Demand Letter to Tenant

In the event of the Rent payment being delayed by the Tenant for 15 days from the stipulated rental payment date under the Tenancy Agreement, the Company will arrange, on behalf of You, to issue a rent demand letter to the Tenant for the purpose of pursuing the overdue Rent.

You may request for one rent demand letter in each Period of Insurance.

# **Provisions to Section 6:**

- a) the Tenancy Agreement must be in writing;
- b) the lease period under the Tenancy Agreement must be at least one (1) year;
- c) the Tenancy Agreement must have been duly stamped and complies with all the requirements of Hong Kong legislation and statutory instrument;
- d) the individual Tenant must be aged eighteen (18) years or above, and the corporate Tenant must be legally registered in Hong Kong;
- e) during the Period of Insurance, You must i) keep full rental records; ii) not allow the Tenancy Agreement to be transferred to any other individual or organization; and iii) be the legal owner of the Insured Premises;
- f) The Insured must not allow the Tenant to enter into possession of the Insured Premises until:
  - (i) You have conducted a diligent background check on the Tenant, including but not limited to salary record(s), payslip(s) and past rental history (if any);
  - (ii) the Tenancy Agreement has been signed by all parties; and
  - (iii) a Security Deposit of at least two (2) months of the Rent has been obtained by You;
- g) The Insured Premises must not be Sub-Divided Flats;
- h) The Tenancy Agreement shall not allow the Tenant to assign, transfer, sublet or part with the possession of the Insured Premises or any part thereof to any other person; the Tenancy Agreement shall only allow the Tenant to use the Insured Premises for residential purposes, and not for other purposes:
- i) You must issue to the Tenant all necessary notices and demands in respect of the Rent in arrears under the Tenancy Agreement before making any claim under this Policy; and
- j) You must comply with all the terms and conditions of the Tenancy Agreement applicable to You.

### **Exclusions to Section 6:**

Section 6 under this Policy does not cover:

- a) the first two (2) weeks of the outstanding Rent in arrear;
- b) the loss or damage which began to occur or had occurred before the commencement of the Period of Insurance.
- c) You or Your Family's wilful act or omission, and loss of or expenses arising out of any unlawful or criminal activities by You, Your Family or the Tenant;
- d) Your legal interest of the property at the Insured Address ceases at the time of the insured incident;
- e) any interest payable by the Tenant for the late payment of Rent;
- f) any loss caused directly or indirectly from the cancellation of the Tenancy Agreement by You;
- g) any loss arising directly or indirectly from the order of any government or authority in Hong Kong;
- h) any loss incurred after Your repossession of the Insured Premises.
- i) any loss if Your act, omission or delay prejudices Your or the Company's position in connection with the proceeding against the Tenant or prolongs the length of the Rent claim.

### PART 4 - GENERAL EXCLUSIONS TO THE WHOLE POLICY

This Policy does not cover loss or liability whatsoever caused by:-

#### 1. War and Terrorism Exclusion

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:

- 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;
- b) any act of terrorism including but not limited to
  - the use of threat, force or violence; and/or
  - harm or damage to life or 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.

#### 2. Political Risks Exclusion Clause

Loss or damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences namely:

- a) permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority;
- b) permanent or temporary dispossession of the Building resulting from the unlawful occupation of such Building by any person; provided that the Company is not relieved of any liability to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy; and/or
- c) the destruction of property by order of any public authority.

#### 3. Radioactive Exclusion Clause

Loss, damage, cost or expense 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:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste 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; and/or
- c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

#### 4. Total Asbestos Exclusion Clause

This Policy shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

#### 5. Pollution Exclusion Clause

This Policy does not cover cost and expenses arising from loss or destruction or damage or bodily injury caused by pollution or contamination except destruction or damage or injury caused by pollution or contamination resulting from a peril hereby insured against.

#### 6. Sonic Bangs Exclusion Clause

Loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

- 7. Any other cause due to wear and tear and/or gradual deterioration.
- 8. Consequential loss or damage of any kind unless specifically provided for otherwise in the Policy.
- 9. Detention, seizure, requisition or destruction of or damage to property by or under the order of government or local authority or confiscation or nationalisation.
- 10. Any judgment which is not in the first instance delivered by or obtained from a court of competent jurisdiction within Hong Kong.
- 11. Any loss or damage due to mysterious loss or unexplained disappearance.
- 12. Any willful, malicious or deliberate act by You or Your Family.

# 13. Sanction Exclusion Clause

The Company shall not provide cover nor 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 the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of any jurisdiction applicable to us.

- 14. Any unauthorised structures and/or unauthorised building erection, demolition, repair, installation and renovation works on or within the Building. For the purpose of this Policy, the meaning of the unauthorised structures and/or building works shall be construed in accordance with the Buildings Ordinance (Chapter 123 of the Laws of Hong Kong).
- 15. Any loss of or damage to intangible items, digital virtual assets, digital money and the like.
- **16.** Any claim or loss arising out of any digital virtual assets and/or activities and/or business conducted and/or transacted via the internet, intranet, extranet and/or via own websites, internet site, web address and/or via the transmission of electronic mail or documents by electronic means.

## PART 5 - GENERAL CONDITIONS APPLICABLE TO THE WHOLE POLICY

## 1. Contracts (Rights of Third Parties) Ordinance Exclusion

Any person or entity who is not a party to this Policy shall have no right or rights under the *Contracts (Rights of Third Parties) Ordinance* (Chapter 623 of the Laws of Hong Kong) and any subsequent amendment or revision or replacement thereof to enforce any of its terms under any circumstances whatsoever.

## 2. Basis of Settlement of Claims

- a) The Company will at our option replace the property with equivalent new property available or repair the property to a condition equal to but not better than its condition when new or pay the cost of such replacement or repair whichever is the less without any deduction for wear and tear or depreciation.
- b) In the case of loss of or damage to any property or properties, which are a part of a pair or a set, the measure of loss of or damage to such article or articles shall be the rateable proportion of the total value of the pair or the set, and in no event such loss or damage be construed to mean total loss of the pair or the set.
- c) The Company does not have to repair or replace the property 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.

### 3. Underinsurance

If at the time of damage, the property insured be collectively of greater value than the sum insured thereon, the Insured shall bear a share of the damage corresponding directly to the proportion of underinsurance. Every item, if more than one, of the property insured shall be separately subject to this condition.

### 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 in good condition and good repair of any insured property.

#### 5. Change of Risk

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

### 6. Alternative Dispute Resolution

In the event of a dispute arising out of this Policy, the parties may settle the dispute through mediation in good faith in accordance with the relevant Practice Direction on civil mediation issued by the Judiciary of Hong Kong and applicable at the time of dispute. All unresolved disputes shall be determined by arbitration in accordance with the *Arbitration Ordinance* (Chapter 609 of the Laws of Hong Kong) as amended from time to time. The arbitration shall be conducted in Hong Kong by a sole arbitrator to be agreed by the parties. It is expressly stated that the obtaining of an arbitral award is a condition precedent to any right of legal action arising out of this Policy. In respective of the status or outcome of any form of alternative dispute resolution, if the Company deny or reject liability for any claim under this Policy and the Insured does not commence arbitration in the aforesaid manner within twelve (12) calendar months from the date of the Company's disclaimer, the Insured's claim shall then for all purposes be deemed to have been withdrawn or abandoned and shall not thereafter be recoverable under this Policy.

#### 7. Subrogation

The Company has the right to proceed at the Company's own expense in the name of You and Your Family against third parties who may be responsible for an occurrence giving rise to a claim under this Policy.

#### 8. Misrepresentation

If You, Your Family or anyone acting for You or Your Family makes a statement in the proposal or in connection with any claim under this Policy knowing the statement is false, the Company will not be liable for any claim and this Policy shall cease.

- 9. The Company has the right to the salvage of any insured property which is the subject of the claim.
- 10. You or Your Family must not cause or facilitate loss to the insured property or liability by any reckless or willful act and You must notify the Company and have the acknowledgment from the Company in writing if Your Home is to be unoccupied for thirty (30) consecutive days. If these obligations are not fulfilled, the Company may decline any claim You make.

#### 11. Claims Condition

When a claim occurs or is likely to occur, You must advise the Company in writing as soon as possible, and in no case later than thirty (30) days from the date of occurrence.

- a) For loss or damage claims You must:
  - (i) at Your own cost provide the Company with all certified information and evidence as the Company may request;
  - (ii) notify the local police immediately (and in no case later than twenty four (24) hours) of any items missing or loss by deception, theft, malicious acts, riot or civil commotion.
- b) For liability claims You must:
  - (i) send to the Company any letter, claim, writ or summons immediately when it is received;
  - (ii) advise the Company immediately when You have knowledge of any impending prosecution inquest or fatal inquiry;
  - (iii) not make any admission, offer or promise of payment without the Company's written consent and the Company shall be entitled if the Company do so desire to take over and conduct in Your name for the defense or settlement or handling of any claim and You shall give all such information and assistance as the Company may require.
- c) For accident at home/personal accident claims You / Your Family must:
  - (i) notify the local police immediately (and in no case later than twenty four (24) hours), in the event of burglary/robbery having occurred;
  - (ii) within thirty (30) days after the happening of the Accident (which likely gives rise to a claim under this Policy) give notice to the Company with full particulars of the Accident and injuries and shall as soon as possible procure and act on proper medical or surgical advice.
  - (iii) provide all certificates, information and evidence at your expenses in the form and nature required by the Company and whenever reasonably required to do so submit to medical examination on behalf of the Company;
  - (iv) undergo further medical examination at our expenses, if it is required by us; and
  - (v) allow us to conduct a postmortem examination at our own expenses and give a notice when practicable to us before interment or cremation stating the time and place of any inquest appointed, in the event of death having occurred.
- d) For rent protection claims You must:
  - (i) commence legal proceedings against the Tenant within 14 days of the data on which the outstanding Rent exceeds the Security Deposit amount; You may, for this purpose, commence proceedings himself / herself or instruct one of the solicitors to commence proceedings on his / her behalf;
  - (ii) conduct such legal proceedings in a diligent and timely manner and provide the Company with regular updates on the case progress; and
  - (iii) attend any court hearing if requested to do so by the Company; failure of which will result in the claim being withdrawn with immediate effect and no claim payment being made; You must not pursue or defend a case in a manner contrary to that advised by the Company.

# 12. Purchase for Post-Commencement of Tenancy Agreement (applicable to "Section 6 – Rent Protection" only)

If this Policy is purchased more than one month after the commencement date of the Tenancy Agreement, you must provide full and complete record of rental receipts from the Tenant upon request by the Company in respect of Tenancy Agreement in force during the Period of Insurance, before and after the inception date of this Policy, provided

- a) no default of Rent payment by the Tenant for more than seven (7) days in any month during the term of the Tenancy Agreement before the inception of this Policy; and
- b) no breach of the Tenancy Agreement by the Tenant during the term of the Tenancy Agreement before the inception of this Policy.

# 13. New Tenancy Agreement (applicable to "Section 6 – Rent Protection" only)

If the Tenancy Agreement ends before the end of the Period of Insurance and You enter into a new Tenancy Agreement with a new Tenant or the existing Tenant by renewing the Tenancy Agreement, the Company agrees to provide cover under this Policy in respect of the new Tenancy Agreement, provided that:

- a) the new Tenancy Agreement is a written and duly stamped tenancy agreement between the Insured and the Tenant and which fulfills the conditions precedent set out in this Policy;
- b) there is no claim under this Policy arising out of the expired Tenancy Agreement; and
- c) the Insured shall inform the Company in writing about the details of the new Tenant and the new Tenancy Agreement as required by the Company as soon as possible after the Insured entered into the new Tenancy Agreement; For the sake of clarity, all provisions in this Policy which make reference to the expired "Tenancy Agreement" shall be interpreted to make reference to the new "Tenancy Agreement" accordingly, and the terms and conditions of this Policy shall be applied *mutatis mutandis* to the new "Tenancy Agreement".

### 14. Duplicate Insurance

If You are covered by more than one (1) insurance policy underwritten by the Company, only the Policy with the greatest compensation of the section(s) to claim will apply in claims and only the benefits thereunder be payable. The other Policy/ Policies is/are deemed to be void from inception and the premium will be refunded accordingly.

### L5. Policy Cancellation

a) This Policy may be cancelled at any time by the Insured on notice to that effect being given in writing to the Company, in which case the Company will retain the customary short period rate for the time the Policy has been in force provided that no claim has been made during the current Period of

Insurance and subject to a minimum and non-refundable premium of HK\$500.00 plus other Levy (if any) after client discount, whichever is higher.

#### **Short Period Rate**

<u>Period</u>	Scale of Rate	
Not exceeding 1 month	10% of annual rate	
Not exceeding 2 months	20% of annual rate	
Not exceeding 3 months	30% of annual rate	
Not exceeding 4 months	40% of annual rate	
Not exceeding 5 months	50% of annual rate	

<u>Period</u>	Scale of Rate
Not exceeding 6 months	60% of annual rate
Not exceeding 7 months	70% of annual rate
Not exceeding 8 months	80% of annual rate
Not exceeding 9 months	90% of annual rate
Exceeding 9 months	Full annual premium

For the avoidance of doubt, no refund of premium shall be made by the Company in the event any claim has arisen under this Policy prior to the date of cancellation.

b) This Policy may be cancelled by the Company on seven (7) days' advance notice to that effect being given in writing to the Insured's last known address by ordinary post, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

#### 16. Other Insurance Clause

If there is any other policy insured by other insurance company which also covers the same benefits as this Policy at the time of a claim, the Company will only be liable for any excess beyond the amount which would have been payable under such other policy.

#### Renewal of Policy

This Policy shall remain in force for a period of one (1) year from the Policy effective date as mentioned on the Schedule and this Policy shall be automatically renewed if the Insured agrees to automatic renewal when he/she takes out this Policy or accepts the renewal at the Company's sole and absolute discretion. However, the Company reserves the right to offer renewal or alter the terms and conditions including but not limited to premium, benefit, Maximum Benefit Amount, or exclusion of this Policy at the time of renewal of any Period of Insurance of this Policy by giving thirty (30) days' written notice to the Insured's last known address. In case of any amendment is not accepted by You, such renewal will not be effective and this Policy will be terminated upon such renewal date.

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

### 19. Governing Law and Jurisdiction

This Policy shall be governed and interpreted in accordance with the Laws of Hong Kong and subject to the exclusive jurisdiction of the courts of Hong Kong.

In the event of any discrepancy between the Chinese and English versions, the English version shall prevail.

#### **ENDORSEMENT**

This Policy is subject to the following exclusions:

#### COMMUNICABLE DISEASE EXCLUSION

- a) Notwithstanding any provision to the contrary within this Policy, 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.
- b) Subject to the other terms, conditions and exclusions contained in this Policy, this Policy will cover physical damage to property insured under the original policies and any Time Element Loss directly resulting therefrom where such physical damage is directly caused by or arising from any of the following perils: fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, rainstorm, hail, tornado, cyclone, typhoon, hurricane, earthquake, seaquake, seismic and/or volcanic disturbance/eruption, tsunami, flood, freeze, ice storm, weight of snow or ice, avalanche, meteor/asteroid impact, landslip, landslide, mudslide, bush fire, forest fire, riot, riot attending a strike, civil commotion, vandalism and malicious mischief.

# Definitions

- c) Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - (i) 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
  - (ii) 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
  - (iii) 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.
- d) Time Element Loss means business interruption, contingent business interruption or any other consequential losses.

## PROPERTY CYBER AND DATA EXCLUSION

- a) Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, this Policy excludes any:
  - (i) Cyber Loss; and
  - (ii) 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 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.

- b) In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- c) 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.

## Definition

- d) 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.
- e) **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.
- f) Cyber Incident means:
  - (i) 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
  - (ii) 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
- g) Computer System means 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.
- h) **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.

Should anything in this Endorsement be contradictory to the Policy, this Endorsement shall prevail.

In the event of any discrepancy between the Chinese and English versions, the English version shall prevail.



# 大新保險有限公司

香港北角英皇道 510 號港運大廈 27 樓 2703 室

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網址: www.dahsinginsurance.com

# 「樂添家」家居保障計劃

# 24 小時緊急支援熱線 852 8206 2229

# 重要事項 - 當收到這份保單時,請仔細閱讀保單內容,並且提出任何必需的修訂。

本保單條款及條件、承保表 / 保險證書及任何附加批註須一併閱讀並應視為一份完整合約·載於本保單內之任何部分而附特定涵義的任何詞彙或字句·於整份文件中均具有相同之特定涵義。

投保人的聲明及投保書須一併收納於本保單內·並作為本保單之依據。由於投保人已向本公司申請及已繳付或同意繳付本保單之應付保費·以及在申請本保單時在投保書及聲明的資料為真實及正確·本公司將按照本保單內詞彙解釋、不保事項、限制、條款及條件·或附加之批註·向投保人作出理賠根據。

		怎仅留在唐皇 <b>克</b> 亿喹姑(洪勒:	\
<b>‡</b>	計劃 A	毎保單年度最高保障額(港幣 計劃 B	) 計劃 c
*P016			
家居財物	300,000	800,000	1,500,000
家居財物 – 每件或每組限額	30,000	60,000	120,000
貴重財物 – 限額	不適用	150,000 (每件或每組 15,000)	300,000 (每件或每組 30,000
(1) 家居財物 – 伸延保障			
1.1 臨時居所 / 租金損失	15,000 (每日 500)	30,000 (每日 1,000)	60,000 (每日 2,000)
1.2 租客蓄意破壞	15,000 (每件或每組 1,500)	30,000 (每件或每組 3,000)	60,000 (每件或每組 6,000
1.3 室外家居財物	不適用	30,000 (每件或每組 3,000)	60,000 (每件或每組 6,000
1.4 學校停課津貼	不適用	1,000	2,000
1.5 家居意外 - 受傷現金保障	不適用	3,000 (受傷病假每日 300)	6,000 (受傷病假每日 600
1.6 更換門鎖	不適用	2,000	4,000
1.7 家居裝修期間損毀	不適用	600,000 (每件或每組 10,000)	1,200,000 (每件或每組 10,000
1.8 搬遷期間損毀		600,000	1,200,000
- 家居財物	不適用	(每件或每組 6,000)	(每件或每組 12,000
- 家居財物以外	不適用	(每件或每組 15,000)	(每件或每組 30,000
1.9 臨時遷離	不適用	30,000 (每件或每組 10,000)	60,000 (每件或每組 10,000
1.10 暫存	不適用	60,000	120,000
1.11 清理碎礫	不適用	6,000	12,000
1.12 冷藏食物及飲品	不適用	3,000	6,000
1.13 家居支援服務	不適用	適用	適用
1.14 置換為能源節約家庭電器	不適用	5,000	10,000
1.15 金錢被竊	不適用	1,500	3,000
1.16 盗用信用卡	不適用	3,000	6,000
1.17 個人證件	不適用	1,000	2,000
法律責任	3,000,000	6,000,000	12,000,000
(2) 法律責任 – 伸延保障			
2.1 租客責任	適用	適用	適用
2.2 業主公眾地方責任	適用	適用	<u> </u>
2.3 個人責任	 不適用		<u></u>
2.4 家居改動	 不適用		<u></u>
2.5 太陽能板責任		<del> </del>   適用	<u> </u>   適用

保障	每保單年度最高保障額 (港幣)		
 	計劃 A	計劃 B	計劃 C
(3) 全球性個人財物	不適用	15,000	30,000
每件或每組限額	不適用	3,000	6,000
(3) 全球性個人財物 – 伸延保障			
3.1 金錢被竊	不適用	1,500	3,000
3.2 盗用信用卡	不適用	3,000	6,000
3.3 個人證件	不適用	1,000	2,000
(4) 個人意外保障	不適用	50,000	100,000
- 意外死亡或永久傷殘	不適用	50,000	100,000
- 喪失雙肢或以上肢體或永久完全喪失其功能	不適用	50,000	100,000
- 雙眼喪失視力	不適用	50,000	100,000
- 喪失單肢體或永久完全喪失其功能與及單眼喪 失視力	不適用	50,000	100,000
- 喪失單肢體或永久完全喪失其功能	不適用	25,000	50,000
- 單眼喪失視力	不適用	25,000	50,0000
自選保障			
(5) 寵物醫療費用	不適用	3,500	3,500
- 門診醫療	不適用	300 每日/次	300 每日/次
- x 光及化驗	不適用	2,000(每日/次 1,000)	2,000(每日/次1,000)
(6) 出租保障		100,000	
租金損失由於	100,000 或	6 個月租金·以較低者為準 (2	0,000/每月)
- 租客拖欠租金·並且:			
(i) 採取了法律行動;			
(ii) 成功獲得有關法院裁決	適用		
(ii) 獲得裁決後一個月內仍收到欠租			
- 由於受保物業附近的房產損壞·無法進出受保物業			
- 得到警方所證實‧租客因謀殺或自殺而死亡	適用		
(6) 出租保障 – 伸延保障			

1/每保單年度

# 第二部分 – 詞彙解釋

6.1

欠租催繳函

本保單內之特定涵義的任何詞彙或字句,其意旨已於以下闡明,並於整份文件中均具有相同之特定涵義並以粗體字呈現。

- 1. 「**意外**」指無法控制之突發、不可預見及非故意發生的事件,獨立於任何其他原因。
- **2.** 「**支援服務商**」指由本公司指定之家居支援服務公司。
- 3. 「<mark>身體損傷</mark>」指純粹由外來的意外暴力造成受保人身體損傷,此意外須獨立於其他原因。
- 4. 「**樓宇**」指 閣下居所的建築結構,並包括:
  - a. 前業主或發展商所放置或遺留·並構成樓宇結構一部份的固定裝置及設備及/或室內裝修;
  - b. 圍繞居所並用以防止外來者通過的圍牆、圍欄及閘門;及
  - c. 其他特別列明於承保表 / 保險證書物件或組件。
- 5. 「本公司」指大新保險有限公司。
- 6. 「法院」指香港設立的法院。
- 7. 「電子通訊物品」指手提電話、傳呼機及任何可以撥打或接收來電的聽筒或儀器(包括其電池及充電器)。
- 8. 「<mark>居所</mark>」指於承保表/保險證書上列明的建築物或屋宇、寓所或單位(由磚塊、石材、混凝土或鋼筋混凝土建成,並以混凝土或鋼筋混凝土封頂)的地址,並只作住宅用途。
- 9. 「家居財物」指 閣下或 閣下的家庭成員所擁有的:
  - a. 傢俬;
  - b. 由 閣下及 閣下的家庭成員提供的固定裝置及設備及/或室內裝修;
  - c. 家庭電器、家庭用品;
  - d. 個人財物;
  - e. 平板/固定玻璃;
  - f. 電腦(包括桌上型電腦、手提電腦及平板電腦);及
  - g. 運動用品

#### 但不包括:

- i. 前業主或發展商所放置或遺留·並構成樓宇結構一部份的固定裝置及設備及/或室內裝修;
- ii. 汽車(割草機及人手操作的家用園藝工具除外)、電單車、卡車、拖車、及其他機械及/或電力驅動車輛·以及其零件或配件;
- iii. 由 閣下或 閣下的家庭成員擁有·或由 閣下或 閣下的家庭成員保管、照顧或控制的生物、寵物及動物;
- iv 農作物及植物:
- v. 船舶(人手驅動除外)、氣墊船、船及尾掛發動機,以及其零件或配件;
- vi. 飛機(包括任何類型的飛機,例如:無人機系統)、任何航空或架空裝置,以及其零件或配件,包括衛星天線;
- vii. 收音機天線、天線裝置、天線杆及天線塔、太陽能板,以及其零件或配件;
- viii. 雷子涌訊物品:
- ix. 隱型眼鏡、假牙及義肢;
- x. 特別持有物品;及
- xi. 股票、金錢、證書及文件或郵票收藏。
- 10. 「香港」指中華人民共和國香港特別行政區。
- **11.** 「投保人」 / 「閣下」 / 「閣下的」指承保表 / 保險證書內所列的人士。
- 12. 「受保物業」指在承保表/保險證書內所列的受保地址。
- 13. 「出租業主」指在受保單位的法定擁有人,而受保單位租予租客。
- 14. 「醫生」指擁有執業資格及已獲准在其執業地區合法提供醫療及外科服務的人士,惟受保人或其直系親屬除外。
- **15.** 「金錢」指屬於 閣下或 閣下的家庭成員的實物銀行或流通鈔票、硬幣、支票、溢價債券、旅行支票、旅行票、郵政或銀行匯票、郵票、代用券、儲值卡或其他車券,但不包括特別持有物品。金錢的價值僅指票面價值,並非指紀念,古董或稀有價值。
- **16.** 「保險期」指列明於承保表/保險證書內本保單的生效期限。
- 17. 「永久」 指意外發生之日起計連續十二 (12) 個月·並於此段時間終結時沒有好轉之跡象。
- 18. 「永久完全傷残」指 閣下或 閣下的家庭成員遭遇意外而遭受身體損傷,並於意外發生之日起計連續十二(12)個月內完全不能從事任何根據閣下或 閣下的家庭成員的學歷、專業訓練或經驗而可賺取薪金或利益的工作。如 閣下或 閣下的家庭成員並無從事任何職業或工作,永久完全傷殘則指 閣下或 閣下的家庭成員喪失應付任何日常生活活動的能力。
- 19. 「斷肢」指手或手腕關節以上部分,或足或足踝關節以上部分的肢體完全分離,或完全及永久失去活動能力。
- 20. 「失明」指完全喪失視力及永久無法復原。
- **21.** 「投前已存在的症狀」 指 閣下或 閣下的家庭成員在保單生效日期之前已存在的症狀,並因此接受醫生提出的用藥建議或治療,或因有關症狀 而接受治療、診斷、會診或服用處方藥物。
- **22.** 「個人財物」指 閣下或 閣下的家庭成員所擁有,供個人穿著、攜帶或使用的個人物品,但不包括:
  - i. 金錢;
  - ii. 貴重物品;
  - iii. 電子通訊物品;
  - iv. 特別持有物品。
- 23. 「個人證件」指屬於 閣下或 閣下的家庭成員的香港身份証、香港駕駛執照、中國入境許可證及護照。
- 24. 「寵物」/「閣下的寵物」指於承保表/保險證書上列明並且已植入晶片及由 閣下或 閣下的家庭成員領有執照的受保貓隻或狗隻。
- 25. 「本保單」指本保單條款及條件、承保表/保險證書及任何附加批註須一併閱覽並應視為一份完整合約。
- **26.** 「**租金**」指租賃合約上指明的租客,就租用位於受保地址的物業,根據租賃合約所列明之條款及細則向 閣下繳付之每月租金。
- 27. 「承保表」/「保險證書」指附加於本保單中的承保表。
- 28. 「保證金」指租客或代表租客的人士向投保人支付的作為確保履行租賃協議下義務的金額。
- 29. 「分間樓宇單位」指單位分間成不少於兩個較細的獨立單位,出租致不同租客之用。
- 30. 「特別持有物品」:指
  - a) 物品包括適用或用作任何職業,商業或僱用用途,
  - b) 物品已由另一份保險承保。
- **32.** 「租賃合約」指受出租業主與租客就出租受保物業而協議簽訂的一份具有法律效力的書面租賃合約。
- 33. 「租客」指受個人或公司名義向投保人租用受保物業的租戶。
- **34.** 「貴重財物」指珠寶、黃金、白銀或其他貴重金屬、水晶及寶石、手錶、攝影器材、望遠鏡、藝術品、陶瓷、古玩、毛皮製品及樂器(鋼琴除外)。
- **35.** 「<mark>閣下的家庭成員</mark>」指任何與 閣下永久一同居住的家庭成員(包括配偶·子女·父母及親屬)及 閣下或其家庭成員僱用的家傭。

## 第三部分 –保障說明

### 第一節 - 家居財物

本公司保障 閣下及 閣下的家庭成員置於居所內的家居財物及貴重財物,在保險期期間因意外引致的損失或損毀,惟索償上限以保障概括表內的最高保障額為限。個別限額適用於本節,並載於保障概括表。

本公司不會就計劃 A 的貴重財物因意外引致的損失或損毀作出賠償。

# 適用於第一節的伸延保障

1.1) 臨時居所 / 租金損失

若 閣下及 閣下的家庭成員居住中的居所因意外引致實物損失或損毀,而經本公司判斷為不適合居住,或被強制隔離,本公司會支付 閣下 因遷往臨時居所而實際引致的必需和合理費用直至 閣下的居所適合居住為止。

若意外發生時・閣下的居所是由 閣下的繳付租金租客居住・本公司將會支付 閣下以業主身份於居所修復期間之租金損失。

同一意外中·閣下及 閣下的家庭成員只可就臨時居所或租金損失其中一項提出索償。惟於保險期內作出的賠償不得超過保障概括表內的最高 賠償額。

### 1.2) 租客蓄意破壞

若 閣下以住宅業主身份出租 閣下的居所·本公司會根據保障概括表內的最高賠償額·賠償因 閣下的租客的蓄意破壞引致家居財物實物損毀·惟該租客須於法庭被起訴。

若該蓄意破壞之家居財物損失置於住宅樓房、家庭單位、村屋、獨立屋或任何種類的多層住宅之室內或室外的公共空間,本公司不會作出賠償。

#### 1.3) 室外家居財物

本公司將根據保障概括表內的最高賠償額·賠償與 閣下的居所相連的室外露天位置(包括露台、天台、平台、天井、前院、走廊及門廊)的家居財物的損失或損毀·但此保障並不包括爆竊之損失或損毀。

# 1.4) 學校停課津貼

儘管批註列明的傳染病不保事項載有任何相反規定,本保單就 1.4 學校停課津貼,特此延伸保障傳染病。

若 閣下的家庭成員因其就讀學校爆發傳染病而連續七(7)日或以上的上課日被禁止返校·本公司將根據保障概括表內的最高賠償額賠償任何未使用及不能退回的服務費用·包括學校巴士、膳食及由就讀學校於校內舉辦之課外活動。

就此所指的就讀學校包括幼兒園、幼稚園、小學、特殊學校(至小學程度)及國際學校(至小學程度、六年級(美國學制)或七年級(英國學 制))。

# 1.5) 家居意外

若 閣下或 閣下的家庭成員在居所內因爆竊或行劫而導致身體損傷·並得到醫生授予不少於連續四(4)日病假證明。本公司會按受保人的每一病假日·向其支付現金保障(若受保人年齡為十八(18)歲以下·賠償將支付予代表受保人的合法監護人)。惟每一位及累計賠償於保險期內不得超過保障概括表內的最高賠償額。

# 1.6) 更換門鎖

本公司將支付因爆竊或企圖爆竊引致窗戶鎖及大門門鎖及 / 或居所門匙的實物損失或損毁而招致的合理更換和安裝費用,惟於保險期內作出的 賠償不得超過保障概括表內的最高賠償額。

## 1.7) 家居裝修期間損毀

本公司將保障在 閣下的居所於裝修或翻新工程期間,因意外引致 閣下或 閣下的家庭成員的家居財物、望遠鏡、藝術品、陶瓷、古玩、毛皮製品及樂器實物損失或損毀,但有關裝修或翻新工程期不得超過兩(2)個月及工程費用必須少於港幣十萬(100,000)元,但並不包括任何由下列原因直接或間接引致的損失及損毀:

- i. 水管爆裂及/或排水系統堵塞;
- ii. 拙劣的裝修工程。

惟於保險期內作出的賠償不得超過保障概括表內的最高賠償額。

### 1.8) 搬遷期間損毀

本公司將保障經專業搬運公司由 閣下的居所遷移家居財物、望遠鏡、藝術品、陶瓷、古玩、毛皮製品及樂器往 閣下在香港境內的新居所時,因意外引致家居財物的損失或損毀,惟並不包括任何易腐爛或易破碎類別物品,除非該易破碎物品由專業搬運公司已妥當包裝。

### 1.9) 臨時遷離

任何將家居財物因需進行清潔、修理或維護而被臨時從居所遷離至香港境內其他地方·將根據保障概括表內的最高賠償額保障由火災、閃電、 爆炸、暴風、洪水、蓄意破壞、爆竊或搶劫·及水箱、輸水裝置及水管爆裂或滿溢引致的損失或損毀。

### 1.10) 暫存

當居所因受保事故被本公司判斷為不適合居住‧本公司將以保障概括表內的最高賠償額為每段保險期限額支付家居財物、望遠鏡、藝術品、陶瓷、古玩、毛皮製品及樂器(鋼琴除外)的實際暫存費用‧最多三十(30)日。

# 1.11) 清理碎礫

本公司將賠償因受保事故而毀壞或損毀之家居財物的碎礫,及移除任何未受損毀之家居財物的實際費用。

惟索償上限於保險期內不得超過保障概括表內的最高賠償額。

# 1.12) 冷藏食物及飲品

本公司將支付因以下原因引致 閣下的居所的冰箱內的冷凍食品腐壞所引致的重置費用:-

- a) 儘管第一節不保事項 j) (viii) 載有任何相反規定·使用期少於五 (5) 年的冰箱意外故障;
- b) 意外電力供應故障,但並不包括電力供應商或其僱員的故意行為所引致。

惟索償上限於保險期內不得超過保障概括表內的最高賠償額。

### 1.13) 家居支援服務 - 24 小時熱線 8206 2229

當 閣下聯絡支援服務商時,支援服務商會提供下列於香港的轉介服務:

■ 電力服務

當總開關或牆開關出現故障時,支援服務商會安排合資格及註冊電工維修 閣下的居所的總開關或牆開關。

■ 渠道服務

當 閣下的居所的水管堵塞或喉管爆裂(不包括水龍頭)・支援服務商會安排合資格及註冊水管工人維修供水及排水系統。

■ 鎖匠支援

當 閣下因為沒有鎖匙或意外地被反鎖於 閣下的居所外而無法進入居所,支援服務商會安排鎖匠協助進入 閣下的居所。

■ 冷氣機技工服務

當 閣下的居所的冷氣機機件意外故障·支援服務商會安排合資格及註冊技工修理冷氣機但不包括冷氣機的維修保養·例如:噪音、冷凍或漏水問題。

■ 家居清潔轉介

當閣下需要為閣下的居所地氈清潔、沙發清潔、窗門清潔、牆磚清潔或地磚清潔,支援服務商會提供合資格服務商資料及其收費。

緊急家庭護理轉介

當收到 閣下緊急要求,支援服務商會協調及安排註冊護士提供看護服務予任何 閣下指定的人士。

■ 滅蟲轉介

當收到 閣下要求,支援服務商會安排一間專業滅蟲公司處理 閣下的居所蟲害問題。

■ 家居電器轉介

當收到 閣下要求修理 閣下的居所的洗衣機、乾衣機、雪櫃、微波爐、電視機、錄影機、雷射機或音響器材服務,支援服務商會盡可能提供合資格服務商資料及其收費。

支援服務商僅提供轉介或安排服務·所有因使用服務而產生之費用須由 閣下及 閣下的家庭成員負責·本公司亦不會就支援服務商提供的服務商所引起的任何損毀或間接損毀負責或繳付任何開支或費用。

#### 1.14) 置換為能源節約家庭電器

在不損害第五部份 - 適用於整份保單的一般條件下「辦理索償的基準」的權益下·當 閣下或 閣下的家庭成員所擁有的家庭電器實物損失或損毀·閣下或 閣下的家庭成員選擇將其置換為附有能源標籤的家庭電器時·本公司將以保障概括表內的最高賠償額為限·允許 閣下或 閣下的家庭成員根據該家庭電器·額外索償百分之三十(30%)改善費用。

置換後家庭電器須載有透過《能源效益(產品標籤)條例》(香港法例第 598 章)訂明下·「強制性能源效益標籤計劃」承認的能源標籤。惟本伸延保障不適用於在損失或損毀時·經已附有能源標籤的家庭電器。

#### 1.15) 金錢被竊

本公司將賠償 閣下及 閣下的家庭成員的金錢於居所內被偷竊或搶劫造成的損失·上限為保障概括表內列明的最高賠償額。惟有關損失必須在發現後二十四(24)小時內向當地警方報案。

#### 1.16) 盗用信用卡

本公司將賠償 閣下及 閣下的家庭成員的信用卡於居所內被偷竊或搶劫而被未獲授權地使用所構成的意外損失·上限為保障概括表內列明的最高賠償額·惟有關損失必須在發現後二十四(24)小時內向當地警方報案。

# 1.17) 個人證件

本公司將以保障概括表內列明的最高賠償額為限,保障 閣下及 閣下的家庭成員的個人證件,於居所內因意外損失或損毁導致的補領費用。

#### 第一節的最高賠償額

本節的所有保障,包括本節的伸延保障,最高總賠償額計算額不超過保障概括表內第一節列明的百分之一百(100)。

## 第一節的不保事項:

本保單內第一節的不保事項:

- a) 每宗水損引致的索償於承保表列明的首金額或百分比;
- b) 每宗因山泥傾瀉或地陷而引致索償的首港幣一萬元或最終賠償金額的百分之十(10)·以較高者為準·但仍受限於不保事項 j)(xii) 而不會作出任何 賠償:
- c) a) 及 b) 以外的索償:
  - (i) 家居財物及貴重財物索償的首港幣二百五十(250)元(置於室外露天位置·及手提電腦(包括平板電腦)除外);
  - (ii) 手提電腦(包括平板電腦)索償的首港幣五百(500)元;及
  - (iii) 家居財物放於室外露天位置索償的首港幣二千(2,000)元;
- d) 使用中的運動用品及樂器;
- e) 物件在搬遷或運送期間(除非伸延保障 1.8 搬遷期間損毀及伸延保障 1.9 臨時遷離另有註明);
- f) 記錄、音響、影片、錄音帶、卡式帶、錄影盒、數碼或電腦磁碟或磁盤的損失或損毀,但不包括未使用的價值,除非購買時已載有預錄內容,否 則本公司會按製造商的最新價格作出賠償;
- g) 置於天台或室外露天位置的家居財物(除非伸延保障 1.3 室外家居財物另有註明);
- h) 任何屬於樓宇詞彙解釋內的項目;
- i) 電器設備、家庭電器、儀器或安裝因過份使用、超壓、短路或過熱自燃而引致的損失或損毀;
- j) 因下列導致、引起或與之有關的損失或損毀:-
  - (i) 磨損及撕裂·或折舊;
  - (ii) 霉菌、腐爛、腐蝕、生鏽或自然損耗;
  - (iii) 昆蟲或蟲害;
  - (iv) 真菌,或溫度或濕度轉變;
  - (v) 清潔、修理或復原;
  - (vi) 刮損或凹陷;
  - (vii) 由 閣下擁有或由 閣下保管、照顧或控制的家畜;
  - (viii) 電力或機件故障及 / 或電子設備、家庭電器、儀器或安裝的機件故障 ;
  - (ix) 原有的故障、潛在的缺陷或有瑕疵的手工、材料或設計;
  - (x) 折舊價值;
  - (xi) 閣下、 閣下的家庭成員或 閣下的僱員、代理、受邀者或許可人士的蓄意行為;
  - (xii) 人為地對電器用品及電線接駁電流;
  - (xiii) 由以下原因引致的山崩、地陷或侵蝕:
    - 1. 海岸侵蝕;
    - 2. 平錯;
    - 3. 相關工程完成後五(5)年內·架構物下陷或填土地下沉;
  - (xiv) 地殼移動或地下水壓引致地面下沉或爆裂;
  - (xv) 閣下、 閣下的家庭成員或 閣下的僱員、代理、受邀者或許可人士的不忠誠或不誠實行為;
  - (xvi) 收縮、蒸發、重量損失、污染、味道改變、顏色紋理改變及光潔度改變、光學作用;
  - (xvii) 盜竊
    - 1. 若居所超過三十(30)日無人居住;
    - 2. 若居所或部分出租或分租;
    - 3. 由欺詐所造成·以欺詐方法進入居所除外;
  - (xviii) 惡意破壞或故意破壞
    - 1. 若居所超過三十(30)日無人居住;
    - 2. 由一個合法於居所內的人引致(除非伸延保障 1.2 租客蓄意破壞另有註明);
  - (xix) 當居所超過三十(30)日無人居住時,任何從洗衣機、洗碗碟機,或固定自來水或熱力裝置流出的水或油;

- k) 任何未送達至 閣下或 閣下的家庭成員及其未確認收取的受保物品·在運送期間損失或損毀;
- I) 任何在全球性個人財物部份已索償,並由同一原因引致的損失。

## 第二節 - 法律責任

本公司將保障 閣下及/或 閣下的家庭成員作為居所住客或業主身份因下列情況需負上的法律責任・包括法律費用及開支:

- 第三者的意外身故或身體損傷包括疾病;
- 屬於第三者的財物遭受意外損失或損毀,

第三者不包括 閣下及 閣下的家庭成員。

#### 適用於第二節的伸延保障

#### 2.1) 租客責任

本公司將保障 閣下及/或 閣下的家庭成員根據租約的法律責任·因意外引致或與之有關的下列損毁:

- a) 不屬於 閣下及/或 閣下的家庭成員但由 閣下及/或 閣下的家庭成員的居住中的居所的樓宇結構或其部分;或
- b) 不屬於 閣下及/或 閣下的家庭成員但由 閣下及/或 閣下的家庭成員負責或控制而存放於 閣下的居所的家居財物·但任何情況下 也不包括 閣下及/或 閣下的家庭成員為受託人之法律責任。

#### 2.2) 業主公眾地方責任

本公司將保障 閣下及/或 閣下的家庭成員就其建築物的「公用部分」為「業主」身份須對第三者應負的法律責任。純粹就本伸延保障而言·「業主」、「公用部分」及建築物的釋義與《建築物管理條例》(香港法例第 344 章)所訂相同。

若有任何其他保單承擔此伸延保障,此伸延保障只會於以下情況適用:

- a) 有關的責任必須是無法根據任何其他保單索償;或
- b) 於超出其他保單已付或應付金額的溢額賠償。

遵從以上 a) 規定·本伸延保障只適用於並且只限於 閣下及/或 閣下的家庭成員作為受保建築物根據上述條例第 39 條所定不可分割分數共同業主而按比例攤分的個別責任(為免存疑·現聲明概不適用於共同責任)。

#### 2.3) 個人責任

本公司將保障 閣下及/或 閣下的家庭成員純粹以個人身份·非作為 閣下的居所的業主、住客或租客身份·在香港因對第三者意外受傷及/或財物遭受意外損失或損毀而須負上的法律責任·或當 閣下離開香港起計·於保險期內的首六十(60)日。

#### 2.4) 家居改動

本公司將保障 閣下及/或 閣下的家庭成員的居所在改動、加建及/或維修期間引致的第三者法律責任・惟所有工程期不得超過兩(2)個月及工程費用必須少於港幣十萬(100,000)元。

#### 2.5) 太陽能板責任

本公司將保障 閣下及/或 閣下的家庭成員就其擁有或由其控制·及毗連居所的太陽能板引起的第三者法律責任·惟 閣下及/或 閣下的家庭成員必須就該太陽能板進行定期維護及合適的預防措施。但本公司就有關維修、定期維護或改動提出的索償·不會作出賠償。

#### 第一節的最高賠償額:

本節的所有保障及包括本節的伸延保障及有關的法律費用及開支,最高總賠償額不超過保障概括表內第二節列明的百分之一百(100)。

若 閣下及/或 閣下的家庭成員在同一宗事故受保多於一項保障/伸延保障·或多於一份由本公司簽發的保單·本節就每一宗事故所作出的賠償將以保障/伸延保障/保單中最高的責任限額計算。

### 第二節不保事項:

第二節於本保單內的不保障事項:

- a) 每宗第三者財物損毀索償的首港幣二百五十(250)元;
- b) 每宗水損索償於承保表列明的首金額或百分比;
- c) 任何下列責任:
  - (i) 閣下或 閣下的家庭成員或任何 閣下的僱員的身體損傷;
  - (ii) 閣下或 閣下的家庭成員或任何 閣下的的僱員所擁有或保管或控制下的財物的損失或損毀;
  - (iii) 擁有、佔用或使用承保表 / 保險證書上 閣下的居所以外的任何土地或建築物;
  - [iv) 透過彌償或其他方式作出的任何付款協議·惟該責任在無該協議的情況之下已附帶除外;
  - (v) 從事任何貿易、專業或僱傭活動;
  - (vi) 擁有、管有、駕駛或使用任何以機械驅動及 / 或電力驅動的車輛·包括其私人或公共充電器、任何種類的飛機或船隻 ( 例如:無人機系統 ) ;
  - (vii) 擁有、使用或管有任何動物,但家居飼養狗隻及貓隻除外;
  - (viii) 直接或間接因污染及玷污引致的身體損傷或財物的損毀或喪失其功用;
  - (ix) 清除、消除或清洗因污染及玷污遺下之污物費用;
  - (x) 罰款、刑罰、懲罰性或懲戒性的損害賠償;
  - (xi) 於本公司收到 閣下書面索償通知當日·直接或間接根據《檢疫及防疫條例》(香港法例第 141 章)附表一所列之傳染病引致任何人士的死亡或身體損傷包括疾病。

# 第三節 - 全球性個人財物

本公司將保障 閣下及 閣下的家庭成員當身處居所以外的世界各地時‧閣下及 閣下的家庭成員的個人財物、貴重財物(僅限於特別設計以供個人 穿著、攜帶或使用的個人物品)、手提電腦及 / 或平板電腦、運動用品及樂器(鋼琴除外)遭意外引致的損失或損毀‧最高達到保障概括表內列明的 最高賠償額。

## 適用於第三節的伸延保障

# 3.1) 金錢被竊

本公司將賠償 閣下及 閣下的家庭成員,當身處居所以外的世界各地時,因金錢被偷竊或搶劫的損失,上限為保障概括表內列明的最高賠償額。惟有關損失必須在發現後二十四(24)小時內向當地警方報案。

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本公司將賠償 閣下及 閣下的家庭成員‧當身處居所以外的世界各地時‧因偷竊或搶劫‧導致實體信用卡被未獲授權地使用所構成的意外損失‧上限為保障概括表內列明的最高賠償額‧惟必須在發現後二十四(24)小時內向當地警方報案。

### 3.3) 個人證件

本公司將根據保障概括表內列明的最高賠償額保障 閣下及 閣下的家庭成員·當身處居所以外的世界各地時·因意外遺失或損毀個人證件的 有關補領費用。

#### 第三節的最高賠償額:

本節的所有保障及包括本節的伸延保障,最高總賠償額不會超過保障概括表內第三節註明的百分之一百(100)。

#### 第三節不承保事項:

第三節於本保單內的不保障事項:

- a) 手提電腦(包括平板電腦)的首港幣五百(500)元;及其他受保物品損失的首港幣二百五十(250)元;
- b) 隱形眼鏡、假牙及義肢;
- c) 使用中的運動用品及樂器;
- d) 電子通訊物品;
- e) 特別持有物品;
- f) 偷竊;
  - (i) 由欺詐所引致,但不包括以欺詐方式進入 閣下的居所;
  - (ii) 由無人看守的車輛;
  - (iii) 於居所外並在損失時未有牢固地上鎖的腳踏單車;
- g) 閣下及 閣下的家庭成員的蓄意行為;
- h) 因下列引致的損失及損毁:
  - (i) 磨損及撕裂,或折舊;
  - (ii) 霉菌、腐爛、腐蝕、生鏽或自然損耗;
  - (iii) 昆蟲或蟲害;
  - (iv) 真菌·或溫度或濕度轉變;
  - (v) 清潔、修理或復原;
  - (vi) 刮損或凹陷;
  - (vii) 由 閣下擁有或由 閣下保管、照顧或控制的家畜;
  - (viii) 電器及電腦器材的損壞及 / 或機械故障;
  - (ix) 原有的故障、潛在的缺陷、或有瑕疵的手工、材料或設計或變形;
  - (x) 折舊價值;
  - (xi) 神秘失蹤或無法解釋的損失;
  - (xii) 人為地對電器用品及電線接駁電流;
- i) 任何未送達至 閣下或 閣下的家庭成員及其未確認收取的受保物品·在運送期間損失或損毀;
- j) 任何在家居財物部份已索償,並由同一原因引致的損失。

# 第四節 - 個人意外保障

若 閣下或 閣下的家庭成員在香港因意外引致身體損傷·並在意外後十二(12)個月內因此意外死亡或永久傷殘·受保人或其合法個人代表可獲發下列保障:

· ·		
	最高保障額(港幣)	
保障	計劃B	計劃C
意外死亡或永久傷殘	50,000元	100,000元
喪失雙肢或以上肢體或永久完全喪失其功能	50,000元	100,000元
雙眼喪失視力	50,000元	100,000元
喪失單肢體或永久完全喪失其功能與及單眼喪失視力	50,000元	100,000元
喪失單肢體或永久完全喪失其功能	25,000元	50,000元
單眼喪失視力	25,000元	50,000元

本章節最高賠償額以第四節 - 個人意外保障概括表內訂明的每保單年最高保障額為上限。

若 閣下或 閣下的家庭成員身故·本公司將支付賠償予受閣下或 閣下的家庭成員之合法監護人或遺産管理人。所有其他賠償一律給予 閣下或 閣下的家庭成員;若受保人年齡為十八(18)歲以下·賠償將支付予代表受保人的合法監護人。

## 第四節不保事項:

- a) 65 歲以上的 閣下或 閣下的家庭成員之身體損傷;
- b) 自殘、自殺(無論是否重罪)或在神志正常或失常的情況下意圖自殺、故意令自己身處險境(試圖拯救他人生命除外)、打架(正當自衛除外)、挑釁性攻擊、拒捕;
- c) 任何疾病或患病引致之身體損傷;
- d) 分娩或懷孕·即使有關的損傷乃由意外促使或導致;
- e) 受保人的任何刻意、惡意、不合法或故意行為;
- f) 任何投保前已存在的症狀;
- g) 閣下或 閣下的家庭成員參與或駕駛或乘坐任何形式的賽車或用呼吸儀器作海底活動;
- h) 以專業身份參與某項運動·或受保人因參與該項運動而將可或能夠從中賺取收入或報酬;
- i) 受藥物影響(註冊醫生處方藥物除外·但不包括專為戒毒而處方的藥物)或受酒精影響·除非任何索償人可提供令我們滿意的合理證據·以證明有關身體損傷或死亡並非由醉酒所引致;
- j) 閣下或 閣下的家庭成員身為機組人員參與飛行或飛機旅遊活動·但購票乘搭由正式持牌作固定國內或國際航線或包機公司所提供及經營的飛機則不在此限;
- k) 閣下或 閣下的家庭成員在任何國家的警隊、軍隊、消防部隊或保安部隊服役或執勤。

# 第五節 - 寵物醫療費用

(此項目為自選保障項目,只適用於在承保表/保險證書已列明的保單)

本公司將保障 閣下的寵物在香港因受傷或疾病而須支付的門診醫療、X光及化驗的合理費用·惟上限為最高達到保障概括表內列明的最高賠償額。

### 第五節的不承保事項:

第五節於本保單內的不保障事項:

a) 每次門診醫療費用的首港幣一百(100)元;及每次 X 光及化驗費用的首港幣五百(500)元;

- b) 受保寵物在保單生效日期前已存在的任何疾病、病症或身體狀況·而該等徵狀 閣下已知悉或應合理地已知悉到的徵兆或症狀;
- c) 任何索償發生於保單生效日期的首十四(14)日內;
- d) 除非得到本公司同意,任何年滿十(10)歲的寵物;
- e) 定期健康檢查、防疫注射、預防護理、割除卵巢、絕育手術、行為問題、物理治療及訓練(除非由受保疾病或意外引致)、懷孕、流產、墮胎、生產小狗或小貓費用、安樂死(除非由註冊獸醫判定為減輕痛楚及痛苦)、處置費用、火化或屍體解剖、牙齒問題、膳食產品、節食產品、美容及非必要的護理·毛髮修護費用、非註冊及非常規藥品及任何先天性疾病;
- f) 根據香港法例第 529 章《獸醫註冊條例》·由非認可註冊獸醫作出的治療或處方藥物之任何索償;
- g) 任何索償若未能提供最近期附有 閣下或 閣下的家庭成員的姓名及居住於 閣下的居所的晶片紀錄證明。

#### 第六節 - 出租保障

(此項目為自選保障項目,只適用於在承保表/保險證書已列明的保單)

本公司將保障 閣下作為出租業主被租客拖欠(扣除保證金後)的租金·惟上限為最高達到保障概括表內列明的最高賠償額。此保障只適用於以下情況:

- a) 閣下成功獲得法院判決,該判決裁定租客拖欠租金,並且:
  - (i) 閣下已對租客採取法律行動·要求收回受保物業的佔有權;
  - (ii) 租客在法院裁決後一個月內仍然未支付判決中所述的金額;
- b) 由於受保物業附近的房產損壞,導致無法進入受保物業,不論受保物業是否受損;
- c) 得到香港警務處所證實,租客因謀殺或自殺而死亡。

#### 適用於第六節的伸延保障:

#### 6.1)租金催繳函

如果根據租賃合約‧租客拖欠租金 15 天或以上‧就 閣下之要求‧本公司可代表 閣下安排向租客發出催繳函‧以追討逾期租金。

本公司每個保單年度可提供發出一次催繳函的服務。

## 適用於第六節的條款及保證:

- a) 租賃合約必須以書面形式存在;
- b) 租賃合約下的租期必須至少為一(1)年;
- c) 租賃合約必須加蓋適當的印花,並符合香港法律和法規要求;
- d) 個人租客必須年滿十八 (18) 歲·公司租客必須在香港合法註冊;
- e) 在保險期內· 閣下必須:i) 保留完整的租金記錄;ii) 不允許將租賃合約轉讓給任何其他個人或團體;iii) 是受保物業的法定擁有人;
- f) 閣下不得允許租客行使受保物業的管有權,除非:
  - (i) 閣下已對租客進行審慎的背景調查·包括但不限於薪資記錄、糧單或過去的租賃記錄(如有);及
  - (ii) 租賃合約已由各方簽署;及
  - (iii) 已獲得至少兩 (2) 個月的租金作為保證金。
- g) 受保物業不得為分間樓宇單位;
- h) 租賃合約不得允許租客將租賃物業或其任何部分轉讓、讓與、分租或轉交他人佔有。租賃合約僅允許租客將租賃物業作居住用途·而非其他目的;
- i) 在根據保單提出任何索賠之前 · 閣下必須向租客發出所有必要的通知和要求 · 追討涉及租賃合約的拖欠租金;
- j) 閣下必須遵守租賃合約的所有條款。

# 第六節的不承保事項:

- a) 首兩(2) 週的拖欠租金;
- b) 在保險期開始之前發生或已發生的損失或損害;
- c) 閣下或 閣下家人故意的行為或疏忽·以及因 閣下、 閣下家人或租客的任何非法或犯罪活動而產生的損失或費用;
- d) 閣下在受保物業的財產法律權益在保險事故發生時終止;
- e) 租客因遲付租金而應支付的任何利息;
- f) 因 閣下取消租賃協議而直接或間接導致的任何損失;
- q) 因香港任何政府或權力機構的命令直接或間接導致的任何損失;
- h) 在 閣下收回受保物業之後產生的任何損失;
- i) 如果 閣下的行為、疏忽或延遲妨礙了 閣下或公司在針對租客的訴訟中的法律權益,或延長了租金索賠的時間。

### 第四部分-適用於整份保單的一般不保事項

本保單不保障由下列引致的損失或責任:-

# 1. 戰爭及恐怖活動除外條款

由下列項目直接或間接、引起、導致或相關的任何死亡、傷殘、損失、損害、毀壞,或任何法律責任,費用或開支,包括任何性質的相關後果損失,或不論有否其他原因或事故同時或在任何其他時間促成的損失:

- a) 戰爭、入侵、外敵行動、戰鬥或類似戰爭的行動(無論宣戰與否)、內戰、叛亂、革命、起義、造反或由內亂引發的局部或全面起義,軍事 政變或篡奪權力;或
- b) 任何恐怖活動,包括但不限於下列項目:
  - 使用或威脅使用武力、暴力;及/或
  - 使生命或財產受到傷害或損失(或威脅這種傷害或損失)・包括但不限於核輻射及/或化學污染及/或生物化學製劑;經由任何人或團體・為了政治、宗教、意識形態或類似意圖的・以明示或以其他方式・及/或令公眾或任何部分公眾恐慌;或
- c) 採取任何行動或方式以控制、妨礙、制止或任何有關以上的第a)或b)項列舉的活動。

### 2. 政治風險除外條款

由下列項目直接或間接、作為近因或遠因引起的損失或毀壞:

- a) 永久或暫時沒收(經由任何合法的法定權力所充公、國有化、強行徵募或徵用);
- b) 永久或暫時剝奪任何被非法佔用的建築物;但本公司對投保人在本保單承保的受保財產在沒收之前或暫時沒收的期間之毀壞‧將不會免除任何責任:
- c) 任何公共機構命令的財產破壞。

#### 3. 輻射污染除外條款

由下列項目直接或間接引起、導致或相關的任何損失、毀壞費用或開支,不論有否其他原因或事故同時或在任何其他時間促成的損失:

- a) 電離輻射或放射性污染 (來自核燃料或來自核燃料所產生的核廢料);
- b) 放射性、毒性、爆炸性或其他類型危險品或污染物 (來自任何核設施·核反應爐或其他核配件或核部件組裝);
- c) 任何使用原子能或核裂變和/或核聚變或其他類似的反應或放射動力或事物的戰爭武器。

#### 4. 石棉全面除外條款

本保單不保障因各類型或數量的石棉直接或間接引起、導致或加劇損失的任何實際或聲稱責任而引致的索償。

#### 5. 污染除外條款

本保單不保障任何因污染或污染物引致損失、毀壞、損毀或身體損傷的費用及支出、惟該毀壞或損毀是由污染或污染物由受保風險引發除外。

#### 6. 聲震除外條款

任何直接由以聲波或超聲波速度行駛的飛機或其他飛行裝置產生的壓力波的損失或損毀。

- 7. 因任何耗損及狀況逐漸形成及/或轉差而造成之損毁。
- 8. 任何種類的後果損失或損毀(除非本保單明確列明)。
- 9. 因政府或地方政府充公或國有化、被徵用、命令毀滅或損毀的財產。
- 10. 任何並非經由香港特別行政區具司法管轄權的法院初審時裁定的判決。
- 11. 任何神秘失蹤或無法解釋的損失或損毀。
- 12. 任何 閣下或 閣下的家庭成員的蓄意、惡意或有計劃的行為。

#### 13. 制裁除外條款

本公司對於任何承保、支付索償或提供利益致使本公司會面臨由聯合國的決議,貿易或經濟制裁或適用於本公司的任何司法管轄範圍內的法律法規下的任何制裁、禁止或限制·則不會在此提供承保或有責任去支付任何索償或提供任何利益。

- **14.** 樓宇內或上之現有或新建任何未經許可的結構及 / 或未經許可建造、搭建、拆卸、修理、安裝及翻新工程。就本保單而言,未經許可結構及未經 許可建築乃依據《建築物條例》(香港法例第 **123** 章)詮釋。
- 15. 任何無形物品、數碼虛擬資產、數位貨幣及任何類近的物品。
- **16.** 任何經網絡、內聯網、外聯網及 / 或自己的網站、網點、網絡地址及 / 或以電子方法傳送電子郵件或文件的數碼虛擬資產及 / 或活動及 / 或業務經營及 / 或辦理所引致的索償或損失;

## 第五部分-適用於整份保單的一般條件

### 1. 《合約(第三者權利)條例》除外條款

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)及其後生效的修訂或更改或取代的任何情況 下強制執行本保單的任何條款。

# 2. 辦理索償的基準

- a) 本公司有權選擇置換同類型物品或把財物維修至損毀前原狀,但不會超越新買入時的狀況或賠償不必扣除磨損及撕裂或拆舊的置換費用,並 以較低數額為準。
- b) 若損失或損毀財物為一對或一套組合的其中部分‧對該項或該等財物的損失或損毀的估值應按照所佔該對或該套組合的總值的比例計算。在 任何情況下‧該等損失或損毀不應被視為損失整對或整套組合的價值。
- c) 本公司毋須把損毀財物修理或替換至損毀前之原狀,但將確保在實際可行的情況下,該等財物於修理後與原狀合理地相稱。

## 3. 不足額保險

如受保之財產發生損毀時·其總值高過其保額·則投保人須按照不足額保險之比例分擔其損失。若受保之財產不止一項時·應逐項分開·分別按 照本條款之規定分擔之。

# 4. 防止損失

閣下及 閣下的家庭成員須遵守所有法定責任,並採取所有合理步驟以:

- a) 防止損失、損毀或損傷;及
- b) 保持任何受保財物狀況良好及進行妥善維修。

### 5. 風險變化

在保險期內、閣下須通知本公司任何 閣下的居所的狀況變更、若該等變更可引致損失風險增加、在需要時支付必須額外保費。

# 6. 替代性爭議解決方式

如有任何關乎本保單的爭議·爭議各方可以作出於善意的調解去解決爭議。調解是根據當時適用並由香港司法機構發出民事調解相關的實務指示進行。所有未解決之爭議·一律按照《仲裁條例》(香港法例第609章)及不時生效的修訂本規定進行仲裁。仲裁須在香港進行並由爭議各方同意的單一仲裁員審理。現明確規定·爭議各方必須待至仲裁裁決·方可就本保單展開其他法律行動。關於根據替代性爭議解決方式得出的任何情況或結果·如本公司不承認本保單的賠償責任·而投保人並未於十二(12)個月內按上述規定將事件交由仲裁處理·即被視作已撤銷或放棄索償權利·此後不得再就本保單進行追討。

# 7. 代位權

# 8. 誤報

若 閣下/閣下的家庭成員或任何代表 閣下/閣下的家庭成員在投保表格或索償時故意作出錯誤聲明·本公司將不會作出賠償及本保單亦無效。

- 9. 本公司有權就有關索償後擁有投保財物的殘餘財物權。
- **10.** 閣下及 閣下的家庭成員不得因魯莽或故意行為導致投保財物損失或責任受損·若 閣下的居所連續三十(30)日無人居住·閣下必須以書面通知本公司及得到本公司書面確認。若沒有履行這些責任·本公司可拒絕 閣下的索償。

### 11. 索償條款

當有索償發生或可能發生 · 閣下必須盡快以書面通知本公司 · 任何情況下也不能遲過發生日三十(30)日。

- a) 就損失或損毀索償, 閣下必須:
  - (i) 提供本公司要求的核實資料和證據,其所需的費用由 閣下承擔;
  - (ii) 立刻通知警方(任何情況下也不能遲過二十四(24)小時)·若任何損失是因欺騙手段、偷竊、惡意行為、暴動或騷亂而引致。
- b) 就責任索償, 閣下必須:
  - (i) 當收到任何信件、申索、告票或傳票後,立即送交本公司;
  - (ii) 在知悉任何快將執行的檢控、死因研訊或致命傷害後,立即通知本公司;
  - (iii) 在未經本公司書面同意,不得作出任何承諾、提議或付款承諾。本公司有權接手處理並以 閣下的名義進行抗辯或賠償或處理索償事項,當有需要時 閣下必須提供一切有關資料並協助本公司。
- c) 就家居或個人意外索償, 閣下/ 閣下的家庭成員必須:
  - (i) 立刻通知警方(任何情況下也不能遲過二十四(24)小時)·若任何身體損傷是因爆竊或行劫而引致。
  - (ii) 在發生任何可向本保單提出索償的意外後· 受保人應在發生意外後三十(30)日內向 本公司發出通知·列明意外及損傷的全部詳情·並應盡快求醫並接受適當的醫療或手術。
  - (iii) 自費向本公司提供所有證明資料及證據·而受保人應在合理要求時代表本公司提交醫療檢查報告。
  - (iv) 如本公司的要求下作進一步身體檢查,費用由本公司負責。
  - (v) 若受保人死亡·應在實際可行的情況下·在安葬或火化之前通知本公司·本公司有權要求驗屍·並會說明指定的任何檢驗時間和地點·費用由本公司負責。
- d) 就出租保障索償, 閣下必須:
  - (i) 在拖欠的租金超過保證金額的當日起·14天內對租客提出法律訴訟並向本公司發出通知。
  - (ii) 審慎和及時進行法律訴訟,並向本公司定期更新進展情況。
  - (iii) 如本公司要求,出席任何法庭聽證會。如果未能出席,將立即視為撤回索償,本公司並不對任何索償作出賠償。您不得以與本公司 建議相悖的方式追討欠租或辯護案件。

## 12. 租賃合約列明的租期開始後投保(僅適用於「第6節-租金保護」)

如保單在租賃合約列明的租期開始後一個月以上的時間投保·根據本公司的要求· 閣下必須提供有關租賃合約的完整租金收據記錄·包括保單生效日期前和後的租金收據和符合以下條件:

- a) 在保單生效前,租客沒有逾期支付租金超過七(7)天。
- b) 在保單生效前,租客沒有違反租賃合約。

# 13. 新租賃合約(僅適用於「第6節-租金保護」)

如果租賃合約在保險期結束之前終止,並且 閣下與現有租客或新租客通過續簽租賃合約或簽訂新的租賃合約,本公司同意對新租賃合約提供保障,條件如下:

- a) 投保人和租客之間的新租賃合約必須是書面方式及加蓋印花,並符合保單中所列的條件;
- b) 閣下沒有就過期的租賃合約進行索賠;且
- c) 投保人應根據本公司的要求·盡快以書面形式通知本公司有關新租客和新租賃合約的詳細資料。為清晰起見·保單中提到的過期「租賃合約」的所有條款應相應解釋為指代新「租賃合約」·並且保單的條款和條件適用於新「租賃協議」。

## 14. 雙重保險

若 閣下受保於超過一(1)份由本公司簽發的保單·只有最高賠償額之項目的保單會對索償作出賠償·其他保單將由起保日作廢並會退回已收 訖保費。

# 15. 取消保單

a) 受保人可於任何時候以書面通知取消本保單·在此情況下·如受保人在該保險期內沒有作出任何索價·本公司會以短期保費率計算本保單 於有效期內應付的保費·惟須受本公司對扣除客戶所享折扣後的保費退款設有最低及不獲退還的保費額港幣五百(500)元及其他徵費(如有 者)約束·以較高者為準。

# 短期保費表

<u>保障期</u>	<u>保費率</u>	
不超過1個月	年保費率之 10%	
不超過 2 個月	年保費率之 20%	
不超過 3 個月	年保費率之 30%	
不超過 4 個月	年保費率之 40%	
不超過 5 個月	年保費率之 50%	

<u>保障期</u>	<u>保費率</u>	
不超過 6 個月	年保費率之 60%	
不超過7個月	年保費率之 70%	
不超過8個月	年保費率之 80%	
不超過 9 個月	年保費率之 90%	
超過 9 個月	全年保費	

為免存疑,倘若在取消保單前曾在本保單提出任何索償,本公司不會作出任何保費退款。

b) 本公司可以於取消本保單的七(7)日前將有關通知經普通郵遞方式·寄往受保人最後為人所知的地址。在該情況下·本公司在扣除本保單有效期內按比例應付的保費後·將向受保人退還保費餘額。

### 16. 其他保險

本保單在索償期間,若有其他保險公司的保單提供相同保障,本公司只會負責超出其他保單應付之金額。

## 17. 續保

本保單自承保表所述保單生效日期起計一(1)年內有效,而本保單在本公司酌情決定下將可自動續保(若投保人在投保本保單或接受續保時同意自動續保)。然而,本公司保留權利,可於續保時提供續保或更改其條款及細則(包括但不限於本保單的保費、保障項目、賠償額或不保項目),惟須向投保人發出三十(30)日書面通知寄往投保人最後為人所知的地址。若閣下不接納任何有關修訂,該續保將無效,而保險將在該續保日期終止,惟須符合保費條件。

# 18. 司法管轄權條款

本保單提供的賠償不適用於並非首先由香港具司法管轄權的法院發送或從該處獲得的判決,亦不適用於從任何香港法院就執行在香港以外地區判決而獲得的命令,不論該命令是否以互惠協議作出。

#### 19. 法律詮釋及司法管轄

本保單依據法律詮釋,並受香港法院行使專屬司法管轄權。

#### 批註

#### 本保單受以下不保事項約束:

#### 傳染病不保事項

- a) 儘管當中有相反規定·但本保單不承保由傳染病或其引起的恐懼或威脅(無論是實際或感覺上)所直接或間接造成、導致、引致、引起或與之相關的任何損失、損害、責任、索賠·成本或費用(不論其性質為何)·而不論同時或以任何其他順序導致傳染病的其他原因或事件。
- b) 根據本保單中包含的其他條款,條件和除外責任本保單將承保根據原始保單對被保險財產造成的實際損失,以及以下任何風險直接引起或直接由始 造成的時間要素損失:,火災,閃電,爆炸,飛機或車輛撞擊,墮落的物體,暴風,暴雨,冰雹,龍捲風,旋風,颱風,飓風,地震,海底地震,火山震動/噴發,海嘯,洪 水,凍結,冰暴,冰雪重壓,雪崩,流星/小行星撞擊,山崩,滑坡,泥石流,叢林大火,森林大火,暴動,參加罷工的暴動,內亂,故意破壞或惡意搗亂.

## 定義

- c) **傳染病**是指可以透過任何物質或媒介從任何生物體傳播到另一生物體的任何疾病·其中:
  - (i) 該物質或媒介包括但不限於病毒、細菌、寄生蟲或其他生物體或其任何變體(無論是否視為活體),及
  - (ii) 傳播 (不論直接或間接)方法·包括但不限於空中傳播、體液傳播、從或向任何表面或物體傳播、固體·液體或氣體或生物之間的傳播· 以及
  - (iii) 該疾病、物質或媒介足以或可能導致人類健康或人類福祉受損,或者足以或可能導致財產受到損害及損耗、令其損失價值、失去適銷性或失去用途。
- d) 時間要素損失是指業務中斷,或有業務中斷或任何其他相應損失。

#### 財產網絡及資料不保事項

- a) 儘管當中有相反規定,但本保單或相關之批單不承保
  - (i) 網絡損失
  - (ii) 因任何資料的無法使用、功能減損、維修、更換、恢復或複製而直接或間接造成、導致、引致、引起或與之相關的任何性質的損失、損害、責任、索償、成本或費用・包括與該資料的價值有關的任何金額;

而不論同時或以任何其他順序導致前述各項的任何其他原因或事件。

- b) 若本不保事項其中的任何部份為不適用或無法執行,其餘部份將保持生效及有效。
- c) 如本批註有關網絡損失或資料與本保單任何條款互相抵觸的部份,本批註將代替及取代該有關條款。

#### 定義

- d) 網絡損失是指由任何網絡行動或網絡事件(包括但不限於在控制、防止、阻止或補救任何網絡行動或網絡事件過程中採取的行動)直接或間接 造成、導致、引致、引起或與之相關的任何損失、損害、責任、索賠,成本或費用(不論其性質為何)。
- e) 網絡行動是指涉及對任何電腦系統之登入、處理、使用或操作的未經授權、惡意或犯罪行為或一系列相關的未經授權·惡意或犯罪行為·而不 論其時間和地點·以及是否屬於威脅或騙局
- f) 網絡事件是指:
  - (i) 涉及對任何電腦系統之登入、處理、使用或操作的任何錯誤或遺漏或一系列相關的錯誤或遺漏;或
  - (ii) 對任何電腦系統之登入、處理、使用或操作的任何部分或全部不可用或故障,或一系列相關的部分或全部不可用或故障。
- g) **電腦系統**指:
  - (i) 任何由投保人或任何第三方擁有或操作的電腦、硬件、軟件、通信系統、電子設備(包括但不限於智能手機、筆記本電腦、平板電腦、可穿戴設備)、服務器、雲或微控制器,包括上述各項的任何類似系統或任何配置,以及包括任何相關的輸入、輸出、資料存儲設備、網絡設備或備份設施。
- h) **資料**是指以電腦系統使用、登入、處理、傳輸或存儲的形式記錄或傳輸的信息、事實、概念、代碼或任何種類的其他信息。

若此批註與本保單有任何不符,一概以此批註為依歸。

如中文及英文版之間有任何差異,一概以英文版為準。