This policy is only applicable to the customers who renew the policy on or before August 1, 2020

此保單條款只適用於 2020 年 8 月 1 日或之前續保的客戶



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# PREMIER HOME COMPREHENSIVE INSURANCE POLICY

Please read this Policy carefully upon receipt and promptly request for any necessary amendments

WHEREAS THE INSURED by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to BANK OF CHINA GROUP INSURANCE COMPANY LIMITED (hereinafter called the Company) for the insurance hereinafter contained and has paid the premium as consideration for such insurance.

NOW THIS POLICY witnesses that subject to the terms, exclusions, conditions, limit of liability contained herein, affixed hereto or endorsed herein (all of which are deemed to be incorporated herein and collectively referred to as the Terms of this Policy), the Company agrees to indemnify the Insured in respect of any or all the contingencies hereinafter mentioned happening during the Period of Insurance.

Provided always that the truthfulness, accuracy and completeness of all information provided or declared in the proposal and declaration by the Insured, the due observance and fulfillment by the Insured of all the terms and conditions contained or incorporated herein shall be a condition precedent to any liability on the part of the Company under this Policy.

For the purposes of this Policy and where the context permits, words importing the singular number only also include the plural and vice versa and words importing the masculine gender only also include the feminine and vice versa.

# PART I – GENERAL DEFINITIONS AND INTERPRETATION

- (1) Any of the following words and expressions to which a specific meaning has been attached in the Policy, the Schedule, endorsement and any memoranda shall bear such specific meanings wherever it may appear.
  - 1. **Bodily Injury:** death or injury caused solely and directly by accidental, external, violent and visible means and which are independent of any other cause and not by sickness, disease or gradual physical or mental disorder.
  - **2. Buildings:** the structure of the Insured's private residence at the "LOCATION/THE PREMISES" mentioned in the Schedule including:
    - (1) Landlord and/or owner of the Home's fixtures and fittings; and
    - (2) Outbuilding used for domestic purposes, such as drives, walls, gates, hedges, fences, footpath, garages, terraces etc.
  - 3. Burglary: theft consequent upon actual forcible and violent entry into the insured Home.

**4. Brittle Items:** glass, crystal, china, porcelain, earthenware or other similar items of fragile nature. HCD-P/N-2017-V00

- 5. **Domestic Helper:** any domestic helper aged between eighteen (18) and sixty (60) who is an "employee" within the meaning of the Legislation and employed by the Insured and/or Family Members.
- **6. Excess:** the first amount that the Company will not pay in respect of any one accident giving rise to a claim.
- **7. Family Members:** the Insured's spouse, parent(s), grandparent(s), and child(ren) (if any) who permanently reside at Home during the Period of Insurance.
- 8. HKSAR: the Hong Kong Special Administrative Region of The People's Republic of China.
- **9. Home:** the residential Buildings or the house or flat situated within HKSAR and named in the Schedule under "LOCATION/THE PREMISES".
- **10. Home Contents:** furniture, Household Improvements, home appliances, audio-visual equipment, personal computer sets, pianos, organs and the similar items, movable chattels that are complimentary from the developer, Personal Effects, Valuables and Brittle Items.
- **11. Household Improvements:** improvements or betterments on walls, windows, ceiling, floors or doors made by the Insured and/or Family Members within the Home.
- **12. Insured:** the name of the person(s) as specified under "THE INSURED" in the Schedule.
- 13. Legislation: Employees' Compensation Ordinance (Chapter 282 of the laws of HKSAR).
- **14.** Limit of Indemnity: the amount as specified under the Schedule and the "Limit of Indemnity Table" that the Company is liable to pay in the event of loss on each covered SECTION in this Policy.
- **15. Money:** cash, currency notes, bank notes, banker's drafts, securities, cheques, bonds, negotiable instruments, current postage stamps, travelers cheques, postal or other money orders, travel tickets, gift tokens, coupons or luncheon voucher.
- **16.** Noise-Induced Deafness: same meaning as assigned to that expression in the Occupational Deafness (Compensation) Ordinance (Chapter 469 of the laws of HKSAR).
- **17. Period of Insurance:** the period starting from the date of commencement of insurance as stated in the Schedule and terminating on the date of termination in accordance with "PART IV TERMINATION" under this Policy.
- **18. Personal Documents:** passport, driving license, identity card, any certificate of birth or any other means of travelling documents for the Insured and/or Family Members.
- **19. Personal Effects:** clothing and articles of personal use that are specifically designed to be either worn or carried excluding portable phones of any kind, pagers, spectacles, contact lenses, Money and Specially Held Items.
- **20. Pneumoconiosis:** same meaning as assigned to that expression in the Pneumoconiosis (Compensation) Ordinance (Chapter 360 of the laws of HKSAR).
- **21. Policy Year:** each continuous twelve months period starting from the effective date of this Policy as specified in the Schedule.
- **22. Robbery:** theft action and with the use or intend to use of forces on the Insured and/or Family Members to put them in fear of being subjected to forces.
- **23.** Schedule: the pages attaching to the Policy which set out the details of the Insured's name, Location/Premises, the Period of Insurance, the premium, the Limit of Indemnity and the sections of the Policy that are operative. It forms a part of and should be read in conjunction with the Policy.

- 24. Specially Held Items: items which are held or used in connection with any profession business or employment or items which are insured under a separate policy.
- **25.** Valuables: watches, jewellery, gold, gold ware, silver, silverware, antiques, sports equipment, precious metals/stones, camera, video cameras, furs, pictures or other works of art, photographic equipment, binoculars, telescopes, curios, stamps or coins forming part of a collection belonging to the Insured and/or Family Members.
- (2) Any references, express or implied, to statutes or statutory provisions in this Policy shall be construed as references to those statutes or provisions as respectively amended or re-enacted or as their application is modified from time to time by other provisions (whether before or after the date hereof) and shall include any statutes or provisions of which they are re-enactments (whether with or without modification) and any orders, regulations, instruments or other subordinate legislation under the relevant statute or statutory provision. References to SECTIONS of consolidation legislation shall wherever necessary or appropriate in the context be construed as including references to the SECTIONS of the previous legislation from which the consolidating legislation has been prepared.
- (3) References in this Policy to SECTIONS and Schedules and Appendices are to SECTIONS in and Schedules and Appendices to this Policy (unless the context otherwise requires). The Schedules and Appendices to this Policy shall be deemed to form part of this agreement between the Company and the Insured.
- (4) Headings are inserted for convenience only and shall not affect the construction of this Policy.

# PART II – COVERAGE

#### **SECTION 1 – HOME CONTENTS**

#### (This SECTION is operative if so stated in the Schedule)

The Company will, subject to the terms of this Policy and up to the Limit of Indemnity as specified in the Schedule, indemnify the Insured and/or Family Members against accidental physical loss of or damage to Home Contents owned by the Insured and/or Family Members whilst contained in the Home during the Period of Insurance. The maximum Limit of Indemnity will be increased to 120% of the insured Plan during the typhoon or rainstorm season from July to September every year in HKSAR provided that the loss of or damage to Home Contents or Valuables is directly caused by the typhoon or rainstorm.

In the event the Insured is an owner of the Home but not occupying the Home and has the Home rented out, the Company will indemnify the Insured only against accidental physical loss of or damage to Home Contents owned by the Insured whilst contained in the Home but excluding Valuables and Brittle Items, whilst Family Members are not entitled to any indemnity under this SECTION in this Policy.

Subject to the terms of this Policy and up to the Limit of Indemnity as stated under "SECTION 1 - HOME CONTENTS" as specified in the Schedule, this SECTION provides the following extension coverage for the Insured and/or Family. The maximum limit of cover for each item is specified in the "Limit of Indemnity Table" in this Policy:

#### **Extension Coverage to SECTION 1:**

A. Interior Decorations/Refurbishment Works: Cover accidental physical loss of or damage to the Home Contents during the period of decoration/refurbishment work by contractors, provided that the period of such work must be completed within two (2) consecutive months and the relevant expense must not be greater than

the contract value as specified in the covered Plan under the Limit of Indemnity Table in this Policy.

**B.** Home Removal: Cover accidental physical loss of or damage to the Home Contents in the course of removal by professional remover from the Home to the Insured's new home in HKSAR.

This item does not cover:

- (1) goods of a perishable nature;
- (2) Money;
- (3) Brittle Items unless they have been separately packed for removal by professional packer/remover.
- **C.** Alternative Accommodation/Loss of Rental: If the Home is rendered uninhabitable due to accidental physical loss or damage covered by this Policy, the Company will pay reasonable cost of temporary accommodation or loss of rental that are actually incurred by the Insured and/or Family Members during the period necessary for the reinstatement of the Home.
- **D. Temporary Removal:** Cover accidental physical loss of or damage to the Home Contents except Personal Effects, Valuables, Brittle Items whilst temporarily removed from Home to any other premises for the purpose of professional cleaning, renovation, repair, modification, or dyeing within HKSAR. The period of temporary removal shall not exceed one hundred and eighty (180) days from the time the Home Contents is removed from the Home and until such time it arrives back to the Insured's Home.
- **E. Personal Belongings:** Cover accidental physical loss of or damage to the Insured and/or Family Members' Personal Effects and Valuables happening anywhere in the world. This Policy also covers accidental physical loss of or damage to Domestic Helper's Personal Effects due to Burglary at Home.
- **F.** Loss of Money: Cover loss of Money by Burglary or Robbery at Home, provided that such loss must be reported to the police within twenty-four (24) hours upon discovery of the loss.
- **G. Replacement of Personal Documents:** Cover the actual cost or fees necessarily incurred for replacement of the lost or damaged Personal Documents due to Burglary or Robbery at Home, provided that such loss must be reported to the police within twenty-four (24) hours upon discovery of the loss.
- H. Unauthorized Use of Credit Card: Cover the loss following unauthorized use of credit card(s) due to Burglary or Robbery at Home, provided that the Insured and/or Family Member's compliance of all the terms and conditions under which the credit card(s) are issued; and that the loss cannot be recoverable from any other source; and such loss must be reported to the police and credit card issuing authority within twenty-four (24) hours upon discovery of the loss.
- I. Replacement of Windows, Door Locks and Keys: Cover the reasonable cost of replacing damaged windows, door locks and keys due to Burglary at Home.
- J. Removal of Debris: Cover the cost and expenses necessarily incurred due to accidental physical loss or damage covered under this Policy in the removal of debris of the portion or portions of the Home Contents insured.
- **K. Frozen Food:** Cover the cost of replacing food and drinks which are spoilt in the Insured and/or Family Members' refrigerator by:
  - (1) accidental breakdown of the refrigerator;
  - (2) accidental failure of electricity supply provided such failure is not caused by a deliberate act and without prior notice from the electricity supply company.

Extension Coverage to SECTION 1 above is not applicable for the Insured who is an owner of the Home but not

occupying the Home and has the Home rented out, save and except item C - Loss of Rental and item J – Removal of Debris.

# **Basis of Claim Payment under SECTION 1**

The Company may at its option reinstate or pay in cash for the accidental physical loss of or damage to Home Contents. For reinstatement of Home Contents, the Company will indemnify the cost of repairing the property as new or replacing as new with an item of similar quality. Deduction for wear and tear and depreciation will apply to clothing and footwear.

If two or more articles are insured under a single item or a set for the purpose of determining the Company's maximum liability per article, the Limit of Indemnity in respect of that item or set shall be deem to have been apportioned equally between the said articles.

The Company's maximum Limit of Indemnity under this SECTION 1 in respect of any one occurrence of loss shall not exceed the amount specified under SECTION 1 – HOME CONTENTS as stated in the Schedule.

### **Exclusions under SECTION 1:**

- 1. This SECTION does not cover loss or damage directly or indirectly caused by or contributed to by:
  - (1) lack of maintenance, structural defect of the Buildings;
  - (2) seepage of water except damage caused by rain through openings made to the fabric of the Buildings by direct force of typhoon or windstorm;
  - (3) wear, tear, depreciation, moths, woodworm, beetle, other insects or vermin;
  - (4) fungus, damp, rust, rot, corrosion, the act of light or atmosphere, or gradual deterioration;
  - (5) electrical or mechanical breakdown or derangement of electrical appliances or computer equipment;
  - (6) any process of cleaning, repair, restoring, renovation, maintenance or dyeing unless otherwise covered under Extension Coverage to SECTION 1 item D;
  - (7) misuse or use contrary to manufacturer's instruction, inherent defect or faulty design in materials, workmanship, plan or specification;
  - (8) animal(s);
  - (9) denting, chipping or scratching;
  - (10) Burglary or theft if the Home or any part of Home is let or sub-let;
  - (11) Burglary or theft from any unattended and unlocked vehicle or any open or convertible car with sun roof open;
  - (12) the normal handling or usage of Home Contents;
  - (13) unauthorized use of credit cards by the Insured and/or Family Members;
  - (14) temporary suspension of electricity supply by the electricity supplier.
- 2. This SECTION does not cover loss of or damage to:
  - (1) any part of the structure of the Buildings;
  - (2) motor vehicles, watercraft, aircraft and mechanically or electrically propelled vehicles or cycles;
  - (3) sporting equipment while in use;
  - (4) spectacles or contact lenses;
  - (5) portable/mobile or cellular phone, pagers or the like;
  - (6) video, cassette tapes, computer laser discs or records, personal digital assistant records, laptop computer

or the like while away from Home;

- (7) plant, trees, landscaping, livestock, living creatures or the like;
- (8) electrical bulbs and/or valves;
- (9) properties in the open generally including aerial fitting, verandas, balconies, patios, terraces, forecourts or similar outdoor installation;
- (10) properties used or held for business occupation or professional purpose;
- (11) Home Contents when the Home are left unoccupied for a period of more than sixty (60) consecutive days without written consent from the Company, except loss or damage caused by fire, lightning, thunderbolt, explosion, earthquake, typhoon, windstorm, bursting of pipes or flood;
- (12) Insured and/or Family Member's Personal Effects and Valuables happening outside HKSAR if he/she is an overseas student outside HKSAR.
- 3. This SECTION does not cover loss or damage directly or indirectly caused by theft or Burglary if the Home remains unoccupied for a period of more than fourteen (14) consecutive days without written consent from the Company notwithstanding what is stated in Exclusion under SECTION 1 item 2(11).

#### **SECTION 2 – LEGAL LIABILITY**

The Company will, subject to the Limit of Indemnity as specified in the Schedule, indemnify the Insured and/or Family Members against all sums for which they become legally liable to pay as damages in the capacity:

1. as private householder occupying the Home; or

2. as owner(s) of the Home,

- in respect of
- 1. Bodily Injury to any third party; and/or
- 2. physical loss of or damage to third party's property,

arising out of or in connection with an accident occurring at Home during the Period of Insurance, including all legal costs and expenses recovered by any claimant against the Insured and/or Family Members and, all legal costs and expenses reasonably incurred by the Insured and/or Family Members in defending or attending to such claim with the prior written consent of the Company.

#### **Extension Coverage:**

- (A) Home Owners Liability
  - (A1) During the Period of Insurance, if the Insured is the tenant but not the owner of the Home, this Policy will extend to protect the owner of the Home against legal liability arising solely out of the occupation by the Insured and/or Family Members of the Home. The Company will, subject to the Limits of Indemnity specified in the Limit of Indemnity Table in this Policy, indemnify the owner of the Home against such legal liability and legal costs and expenses in respect thereof. The Home must be possessed by the owner, in the name of a company and/or director of that company and provided to the Insured, as employee, for accommodation.

#### Provided always that:

1. it shall be a condition precedent to the liability of the Company herein that the owner of the Home hereby indemnified shall comply with and be subject to the terms, conditions and exclusions of the Policy

under this Extension as though such owner of the Home was/were the Insured.

2. both the Insured and owner of the Home shall give full assistance for the conduct and control of all claims to be vested in the Company.

- (A2) During the Period of Insurance, the Company will subject to the Limit of Indemnity as specified in the Limit of Indemnity Table in this Policy, extend to protect the owner of the Home against legal liability arising out of the common part of the Building of which the Home is insured, for negligence caused by the Owner's Corporation and/or the Property Management Company of the Building and/or the owner of the Home.
- (B) Worldwide Personal Liability

The Company will, subject to the Limit of Indemnity as specified in the Limit of Indemnity Table in this Policy, indemnify the Insured and/or Family Members against all sums for which they become legally liable to pay as damages in any other personal capacity outside the Home or HKSAR during a temporary travel not exceeding thirty (30) days in respect of:

1. Bodily Injury to any third party; and/or

2. physical loss of or damage to third party's property,

arising out of or in connection with an accident occurring anywhere in the world and during the Period of Insurance, including all legal costs and expenses recovered by any claimant against the Insured and/or Family Members and, all legal costs and expenses reasonably incurred by the Insured and/or Family Members in defending or attending to such claim with the prior written consent of the Company.

(C) Domestic Helper Liability

The Company will, subject to the Limit of Indemnity as specified in the Limit of Indemnity Table in this Policy, extend to indemnify the Insured's Domestic Helper against all sums for which she becomes legally liable to pay as damages in respect of

1. Bodily Injury to any third party; and/or

2. physical loss of or damage to third party's property,

happening in connection with an accident during the Period of Insurance and arising out of and in the course of her employment with the Insured and/or Family Members, including all legal costs and expenses recovered by any claimant against the Domestic Helper and, all legal costs and expenses reasonably incurred in defending or attending to such claim with the prior written consent of the Company.

Notwithstanding other provisions in this Policy, in the event the Insured is an owner of the Home but not occupying the Home and has the Home rented out, the Family Members and/or the Domestic Helper are not entitled to any indemnity under this SECTION.

In the event of the death of the Insured and/or Family Members and/or the Domestic Helper, the Company will, in respect of the liability incurred by the Insured and/or Family Members and/or the Domestic Helper, indemnify the Insured and/or Family Members and/or the Domestic Helper's personal representatives in the terms of and subject to the limitations of this SECTION, provided that such personal representatives shall as though they were the Insured and/or Family Members and/or the Domestic Helper observe, fulfill and be subject to the terms of this Policy so far as they can apply.

Notwithstanding other provisions in this Policy, in the event of the death of the Insured who is owner of the Home but not occupying the Home and has the Home rented out, the Company will, in respect of the liability incurred by

the Insured, indemnify the Insured's personal representatives in the terms of and subject to the limitations of this SECTION provided that, such personal representatives shall as though they were the Insured observe, fulfill and be subject to the terms of this Policy so far as they can apply.

Nothing in this Extension shall be construed as affecting the right of the Company in the name of the Insured to prosecute for its own benefit any claim for indemnity or damage.

The Company's maximum Limit of Indemnity under this SECTION in respect of any one occurrence of loss shall not exceed the amount as stated under "SECTION 2 – LEGAL LIABILITY" as specified in the Schedule.

# **Exclusions under SECTION 2:**

The Company shall not be liable in respect of:

- Bodily Injury to any person, being a member of the Insured's family and/or the Domestic Helper or household or under a contract of service or apprenticeship with the Insured and/or Family Members arising out of and in the course of the employment of such person;
- 2. loss of or damage to:
  - (1) property belonging to or in the custody or control of the Insured and/or Family Members and/or the Domestic Helper or property which is in the custody or control of any person in the service of the Insured and/or Family Members by virtue of such service but the expression "custody or control" shall not apply to the remaining part of any Home of which a portion is leased or rented by the Insured and/or Family Members;
  - (2) that part of any property upon which the Insured and/or Family Members and/or the Domestic Helper or any person in the service of the Insured and/or Family Members is or has been operating;
  - (3) property caused by explosion due to force of internal steam pressure of any boiler vessel or apparatus designed to operate under steam pressure only;
  - (4) ships craft or aircraft;
- 3. Bodily Injury or damage to property caused by vibration or by the removal or weakening of support of a Building;
- 4. Bodily Injury or damage to property arising from the ownership possession or use by or on behalf of the Insured and/or Family Members and/or the Domestic Helper of any mechanically propelled vehicle (including any type of machine on wheels or caterpillar tracks) licensed for road use or for which a certificate of "Motor Insurance" is required or trailer or trailer attached thereto or the loading or unloading of such vehicle or trailer delivery or collection of goods in connection with such vehicle or trailer within the limits of any carriageway or thoroughfare;
- 5. Bodily Injury or damage to property caused by or in connection with or arising from:
  - (1) the Insured and/or Family's profession, business or employment;
  - (2) any vessel or craft or aircraft not specified in the Schedule owned or possessed or used by or on behalf of the Insured and/or Family Members or the loading or unloading thereof;
  - (3) any lift, elevator, escalator, hoist or crane owned or used by the Insured and/or Family Members or for the maintenance of which the Insured and/or the Family Members is responsible unless specified in the Schedule;
  - (4) accident to any vessel or craft in consequence of the condition or unsuitability of any berth dock or mooring;

- (5) any commodity article of thing supplied, repaired, altered or treated by or to the order of the Insured and/or the Family Members and/or the Domestic Helper and happening elsewhere than at Home;
- (6) advice given or treatment rendered by or through the Insured and/or the Family Members and/or the Domestic Helper;
- (7) sub-contractors to the Insured and/or the Family Members and/or the Domestic Helper or persons engaged in or upon the service of such sub-contractors;
- (8) the ownership or use of livestock other than domestic animals;
- 6. liability assumed by the Insured and/or the Family Members and/or the Domestic Helper under the contract or agreement whether written, verbal or implied unless such liability would have attached notwithstanding any such contract or agreement;
- 7. fines, penalties whether civil criminal or contractual, punitive or exemplary damages;
- 8. any loss, damage or liability directly or indirectly caused by or arising out of Electro-Magnetic field.

## **SECTION 3 – PERSONAL ACCIDENT**

# (This SECTION is operative if so stated in the Schedule and not applicable to the Insured who is owner of the Home but not occupying the Home and has the Home rented out)

If the Insured and/or Family Members shall suffer Bodily Injury during the Period of Insurance as a direct result of fire caused by accident or Burglary at Home, and sustained death within three (3) calendar months from the date of the accident, or sustained permanent total disablement after twelve (12) consecutive calendar months of continuous total disability from engaging in any gainful occupation or employment and will last for the remaining life of the claimant, the Company will pay the Insured and/or Family Members or his/her legal personal representatives up to the Limit of Indemnity as stated under "SECTION 3 – PERSONAL ACCIDENT" as specified in the Schedule.

#### **SECTION 4 – DOMESTIC HELPER**

# (This SECTION is operative if so stated in the Schedule and not applicable to the Insured who is owner of the Home but not occupying the Home and has the Home rented out)

The Company will indemnify the Insured against liability at law including liability under the Legislation in the event the Domestic Helper during the Period of Insurance suffers Bodily Injury and/or diseases arising out of and in the course of her employment. The maximum liability of the Company is up to the Limit of Indemnity as stated under "SECTION 4 – DOMESTIC HELPER" as specified in the Schedule.

If there is any change in the Legislation affecting the Insured's liability, the Policy shall remain in force but the Company's liability shall be limited to such sums as the Company would have been liable to pay if the Insured's liability has remained unaltered.

#### **Exclusions under SECTION 4:**

The Company shall not be liable in respect of:

- 1. any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- 2. any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party;

- 3. any Bodily Injury by accident or disease sustained outside HKSAR, unless covered by Legislation;
- 4. any liability arising from Pneumoconiosis or Noise-Induced Deafness;
- 5. any late payment, surcharge, fines, penalties or punitive aggravated or exemplary damages for which the Insured may become liable under the Legislation or independent of the Legislation;
- 6. pre-existing sickness or disease of the Domestic Helper prior to inception of this insurance;
- 7. any Bodily Injury sustained by the Domestic Helper whilst engaging in or taking part in driving.

#### **Terrorism Clause under SECTION 4**

In respect of any injury or death by accident or disease directly or indirectly caused by, resulting from or in connection with any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to any injury or death by accident or disease:

- the Policy Limit of Indemnity under this SECTION 4 shall be such amount the Company actually receives from the Government of the HKSAR ("The Government") pursuant to an agreement for Provision of Facility dated 1 July, 2002 between the Government and the Company under which the Government agreed to make available to the Company and other direct insurance companies authorized to underwrite employees' compensation insurance business in Hong Kong a facility to enable them to meet claims under employees' compensation insurance policies in respect of injury or death arising out of an event of terrorism ("the Facility Agreement");
- 2. the Company will only be required to make payment after it has received from the Government (1) an approval letter confirming that the Company should settle the claims and (2) payment under the Facility Agreement;
- 3. for the avoidance of doubt, the Company shall have no obligation to make payment if for whatever reason it does not receive payment from the Government under the Facility Agreement, whether or not due to the Government's contention that any injury or death by accident or disease does not fall within the scope of the Facility Agreement or the Company's breach of the Facility Agreement.

For the purpose of the above act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public, or any section of the public, in fear.

If the Company alleges that any injury or death by accident or disease does not fall within the scope of this clause, the burden of proving the contrary shall be upon the Insured.

In the event any part of this clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

#### **Avoidance of Certain Terms and Right of Recovery:**

If the Company is obliged by the Legislation to pay any amount for which the Company shall not otherwise be liable under SECTION 4 – DOMESTIC HELPER of this Policy the Insured shall forthwith repay the amount to the Company.

# SECTION 5 – SUPPLEMENTARY WORLDWIDE PERSONAL BELONGINGS

# (This SECTION is operative if so stated in the Schedule and is not applicable to the Insured who is owner of the Home but not occupying the Home and has the Home rented out)

Subject to the same terms of this Policy under "PART II, SECTION 1 - HOME CONTENTS, Extension Coverage to SECTION 1, item E - Personal Belongings", the Company will indemnify the Insured and/or Family Members against accidental physical loss of and damage to Personal Effects and Valuables occurring anywhere in the world during the Period of Insurance up to the Limit of Indemnity as stated under "SECTION 5 – SUPPLEMENTARY WORLDWIDE PERSONAL BELONGINGS" as specified in the Schedule.

# **SECTION 6 – BUILDINGS**

## (This SECTION is operative if so stated in the Schedule)

The Company will subject to the terms of this Policy indemnify the Insured by payment, repair, reinstatement or replacement against accidental physical loss of or damage to Buildings during the Period of Insurance up to the Limit of Indemnity as stated under "SECTION 6 – BUILDINGS" as specified in the Schedule.

The Limit of Indemnity must represent the full replacement cost at the time of the loss or damage; if it does not, then claims will be paid after a deduction of wear, tear and depreciation.

The Company will indemnify the Insured against architects' and surveyor's fees (for estimates, plans specifications, quantities, tender and supervision) necessarily incurred in the reinstatement or replacement of the Buildings hereby insured due to accidental physical loss or damage covered under this Policy excepting insofar as the Company elects to reinstate or replace wholly or in part any property so damaged or destroyed. The amount payable in respect of such fees shall not include expenses incurred in connection with the preparation of the Insured's claim.

The Company's maximum Limit of Indemnity under this SECTION 6 in respect of any one occurrence of loss shall not exceed the amount as stated under "SECTION 6 – BUILDINGS" as specified in the Schedule.

# **Extensions to SECTION 6:**

# (This extension is not applicable if SECTIONS 1, 2 and 3 are insured in this Policy)

- 1. Alternative Accommodation/Loss of Rental: Subject to the same terms of this Policy and conditions under PART II SECTION 1 HOME CONTENTS, Extension Coverage to SECTION 1 item C, the Company will indemnify the Insured and/or Family Members against reasonable cost of alternative accommodation or loss of rental up to the limit as stated under Extensions to SECTION 6 item 1 in the Limit of Indemnity Table in this Policy.
- 2. Removal of Debris: Subject to the same terms of this Policy and conditions under PART II SECTION 1 HOME CONTENTS, Extension Coverage to SECTION 1 item J, the Company will indemnify the Insured against cost and expenses necessarily incurred in the removal of debris, dismantling or demolishing, shoring upon or propping of the portion or portions of the Buildings insured up to the limit as stated under Extensions to SECTION 6 item 2 in the Limit of Indemnity Table in this Policy.
- 3. Legal Liability: Subject to the same terms of this Policy and conditions under PART II SECTION 2 LEGAL LIABILITY (excluding Extension Coverage in A1), the Company will indemnify the Insured and/or Family Members against all sums for which they become legally liable up to the limit as stated under Extensions to SECTION 6 item 3 in the Limit of Indemnity Table in this Policy. In the event the Insured is the owner of the Home but not occupying the Home and has the Home rented out, the Company will indemnify the Insured only against all sums for which he/she becomes legally liable.

4. Personal Accident: Subject to the same terms of this Policy and conditions under PART II SECTION 3 – PERSONAL ACCIDENT, the Company will indemnify the Insured and/or Family Members if death or permanent total disablement is sustained, and up to the limit as stated under Extensions to SECTION 6 - item 4 in the Limit of Indemnity Table in this Policy.

In the event the Insured is the owner of the Home but not occupying the Home and has the Home rented out, the Company will provide coverage for item 1 - Loss of Rental, item 2 - Removal of Debris and item 3 - Legal Liability under "Extensions to SECTION 6" for the Insured only, whilst Family Members are not entitled to any indemnity under this Extension.

#### **Exclusions under SECTION 6:**

- 1. This Policy does not cover loss or damage directly or indirectly caused by or contributed to by:
  - (1) lack of maintenance, structural defect of the Buildings;
  - (2) seepage of water except damage caused by rain through openings made to the fabric of the Buildings by direct force of typhoon or windstorm;
  - (3) wear, tear, depreciation, moths, woodworm, beetle, other insects or vermin;
  - (4) fungus, damp, rust, rot, corrosion, the act of light or atmosphere, or gradual deterioration;
  - (5) electrical or mechanical breakdown or derangement of electrical appliances or computer equipment;
  - (6) misuse or use contrary to manufacturer's instruction, inherent defect or faulty design in materials, workmanship, plan or specifications;
  - (7) animal(s);
  - (8) denting, chipping or scratching;
  - (9) alterations or repairs involving the removal of structural support;
  - (10) landslip, subsidence or erosion;
  - (11) setting or cracking of land resulting from earth movements or underground water pressure, shrinkage or expansion of foundation;
  - (12) any process of cleaning, repair, restoring, renovation, maintenance or dyeing.
- 2. This Policy does not cover loss of or damage to:
  - (1) any illegal structure of the Buildings;
  - (2) Buildings when the Home are left unoccupied for a period of more than sixty (60) consecutive days without written consent from the Company, except the loss or damage caused by fire, lightning, thunderbolt, explosion, earthquake, typhoon, windstorm, bursting of pipes or flood.

**Condition of Average under SECTION 6:** If the Buildings shall at the time of any accidental physical loss or damage for which indemnity is provided under SECTION 6 is of greater value than the Limit of Indemnity specified in the Schedule, then the Insured shall be considered as being his/her own insurer for the difference and shall bear a ratable proportion of the amount of such accidental physical loss or damage accordingly.

Automatic Reinstatement under SECTION 6: Following a claim under this SECTION, the Limit of Indemnity will be automatically reinstated to the Limit of Indemnity specified in the Schedule. The Insured undertakes to pay pro-rata premium for such reinstatement as from the date so reinstated.

A-13 Mortgagee Clause (applicable if so stated in the Schedule)

Loss, if any, under this SECTION 6 shall be payable to the Mortgagees, Assignees named in the Schedule of the Policy to the extent of their interest.

It is hereby agreed that in the event of any accidental physical loss or damage, the Company will pay the Mortgagees or said Assignees to the extent of their interest and that this insurance insofar as concerns the interest therein of the Mortgagees or said Assignees only shall not be invalidated by any act or neglect of the Mortgagor or Owner of property insured, nor by anything whereby the risk is increased being done to, upon or any Building hereby insured, without the knowledge of the Mortgagees or said Assignees provided always that the Mortgagees or said Assignees shall notify the Company of any change of ownership or alteration or increase of hazard not permitted by this insurance so soon as any such change, alteration or increase shall come to their knowledge; and on demand shall pay to the Company the appropriate additional premium from the time when such increase of risk first took place.

And it is further agreed that whenever the Company shall pay the Mortgagees or said Assignees any sum for any accidental physical loss or damage under this Policy, and shall claim that as to the Mortgagor or Owner no liability therefore existed the Company shall at once be legally subrogated to all rights of the Mortgagees or said Assignees to the extent of such payment and the Mortgagees or said Assignees shall do and execute all such further or other acts, deeds, transfers, assignments, instruments and things as may be necessary or be reasonably required by the Company for the purpose of better effecting such subrogation, but such subrogation shall not impair the right of the Mortgagees or said Assignees to recover the full amount of their claims.

Provided that as between the Company and the Mortgagor or Owner of the property insured nothing contained in this clause shall in any way constitute or be deemed to constitute any waiver of, or prejudice or affect any rights which the Company may have against the Mortgagor or Owner of the property insured, or lessen any obligations which may be imposed on the Mortgagor or Owner of the property insured either by or under this Policy or by law, and such rights and obligations shall as between the Company and the Mortgagor or Owner of the property insured remain in full force and effect.

#### **PART III – GENERAL EXCLUSIONS** (Exclusions which apply to the whole Policy)

- 1. The Company shall not be liable in respect of:
  - (1) any accident, loss, damage, expense, liability or Bodily Injury occasioned by or through or in consequence directly or indirectly of:
    - (i) war, invasion, act of foreign enemy, hostilities, warlike operations (whether war be declared or not) or civil war;
    - (ii) mutiny, riot, military or popular rising, insurrection, revolution, military or usurped power, martial law or state or siege or any of the events or causes which determine the proclamation or maintenance of martial law or state or siege;
  - (2) any accident, loss, damage, expense, liability or Bodily Injury occasioned by or through or in consequence directly or indirectly of confiscation, commandeering, requisition or destruction of or damage to the property insured by the order of the Government de jure or de facto or any public, municipal or authorities;
  - (3) any accident, loss, damage, expense, liability or Bodily Injury directly or indirectly caused by or arising from or in consequence of or contributed to by:

- (i) nuclear weapons materials;
- (ii) ionising, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and, solely for the purpose of this General Exclusion (3)(ii), combustion shall include any self-sustaining process of nuclear fission;
- (4) consequential loss or damage of any kind except as otherwise provided under this Policy;
- (5) any loss or damage directly or indirectly caused by or resulting from unexplained or mysterious disappearance or self-inflicted act(s);
- (6) any accident, loss, damage, expense, liability or Bodily Injury arising from any nuisance, deliberate, malicious, unlawful or omission act, willful neglect of any person(s) residing or lawfully in the Home;
- (7) any accident, loss, damage, expense, liability or Bodily Injury arising from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
- (8) the amounts of Excess stated in the Limit of Indemnity Table in this Policy;
- (9) any actual or alleged liabilities 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;
- (10) intentional self-inflicted injury or suicide (whether felonious or not) or any attempt thereat while sane or insane;
- (11) childbirth, pregnancy, miscarriage, abortion and all complications in connection therewith notwithstanding that such event may have been accelerated or induced by accident;
- (12) intoxication by alcohol, narcotics or drugs not prescribed by a legally qualified and registered medical practitioner and treatment in connection with addiction to drugs or alcohol;
- (13) Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC), howsoever, this syndrome has been acquired or may be named;
- (14) 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 "Prevention and Control of Disease Ordinance" (CAP 599)as at the date of the receipt by the Company of the Insured written notification of a claim identifying each and every person suffering from such death or illness, each and every place of occurrence and each circumstances thereof.
- 2. The indemnity shall not apply in respect of judgments that are not in the first instance delivered by or obtained from a Court of competent jurisdiction within HKSAR.

(In any action, suit or other proceedings where the Company alleges that by reason of the provisions of this General Exclusion, any accident, loss, damage, expense, liability or Bodily Injury is not covered by this Policy, the burden of proving that such accident, loss, damage, expense, liability or Bodily Injury is covered shall be upon the Insured.)

#### PART IV - TERMINATION OF POLICY

#### 1. Termination by the Insured

During the Period of Insurance the Insured can terminate this Policy by writing to the Company provided that no claim has arisen or paid under this Policy during a particular Policy Year. Such termination shall become effective on the date the notice is received by the Company, or the date specified in the notice, whichever is later:

- (1) for payment made on monthly basis: No premium will be refunded.
- (2) for payment made by 12 month installment:

The Insured is required to pay the difference of the paid monthly installment premium with the minimum premium required by the Company with reference to the "Minimum Premium Table" below.

Period Covered	Minimum Premium
(not exceeding)	(according to annual premium of the Policy multiplied by
	the following respective percentage)
4 Months	50%
5 Months	60%
6 Months	70%
7 Months	80%
8 Months	90%
Over 8 Months	100%

(3) for payment made in each year:

All premium paid annually for that particular Policy Year will at all times be subject to the following premium refund rules:

Period Covered	Premium Refund
(not exceeding)	
4 Months	50%
5 Months	40%
6 Months	30%
7 Months	20%
8 Months	20%
Over 8 Months	0%

If either payment methods (2) or (3) is used and in the event that any claim has arisen or paid under this Policy during a particular Policy Year, the Insured is required to pay 100% of annual premium as the minimum premium required by the Company.

# 2. Termination by the Company

- (1) The Company shall be entitled at any time to terminate this Policy, or subject this Policy to different terms, if the Insured and/or Family Members have at any time failed to observe the terms of this Policy or failed to act with utmost good faith.
- (2) The Company may terminate this Policy by giving seven (7) days notice in writing to the Insured and such notice shall be delivered to the Insured or sent by letter to the Insured at his last known address and such cancellation shall become effective from i) the next monthly premium due date following the date of such notice being issued for payment made by monthly payment or ii) the seventh (7th) day after such notice has been issued for payment made by monthly installment or in each year. For payment made in each year, the Insured shall be entitled to the return of a proportionate part of the premium (in accordance with the annual payment refund table shown in Part IV Termination item 1(3) above) for the unexpired

period of coverage provided no claim has arisen or paid under this Policy during a particular Policy Year.

# 3. Termination for non-payment of premium

In the event initial premium charged to the Insured is not paid, this Policy shall be deemed to have been void from the commencement date of insurance as specified in the Schedule. Provided one or more premiums charged to the Insured have been paid, non-payment of any subsequent premium shall terminate insurance under this Policy as of the premium due date.

# PART V – PREMIUM

- 1. This Policy shall become effective after the Insured has paid the premium.
- 2. If premium is settled on monthly basis, the Company will collect three (3) month's advance premium in the 1st month and each subsequent month's premium will be collected on the 4th month thereon. All advanced premium is not refundable unless the Policy is cancelled within the fifteen (15) days review period of the receipt of the Policy and no claim has arisen or paid during that period.
- 3. Premium shall be paid in accordance with the amount stated in the Schedule, endorsement and any memoranda and shall be paid on the commencement date of this Policy and:
  - (1) upon the expiry date of each subsequent Policy Year for premium settled in each year or settled by monthly installment; or
  - (2) upon the same date in each month thereafter throughout the effective period of this Policy for premium settled on monthly basis.
- 4. If change of premium payment mode is required, the Insured shall give notice in writing to the Company at least thirty (30) days before the expiry date of the coming Policy Year and such changes shall become effective only on the first day of the earliest coming renewal Policy Year..

# PART VI – RENEWAL

Subject to Part IV of this Policy:

- 1. payment of the required renewal premium by the Insured (1) upon the premium due date in each month for payment made by month or (2) upon each renewal Policy Year for payment made by monthly installment in each year or by year, will continue this Policy to be in force until the expiry date of that Policy Year;
- 2. This Policy will be automatically renewed upon payment of premium by the Insured unless written notice of changes in Policy terms and conditions or cancellation has been given by the Company prior to the renewal date of the coming Policy Year.
- 3. The Company reserves the right to cease offering this plan, revise the benefits, premiums and other terms and conditions of this Policy upon expiry date of the anniversary renewal. If the Company decides to cease offering this plan, The Company shall provide alternative insurance option to the Insured Person at the same time.
- 4. Revision of Benefit Structure

The Company reserves the right to revise the benefit structure under this Policy. The Company shall give the Insured a written notice no less than thirty (30) days prior to the end of a Period of Insurance of such revision specifying the revised Schedule and the Limit of Indemnity Table, the new premium and its effective date. The revised Schedule and the Limit of Indemnity Table and new premium shall take effect on the date specified unless the Insured declines in writing in which case this Policy shall automatically terminate on the

next premium due date following the date of such written notification. Following each revision, an endorsement shall be issued together with the revised Schedule and the Limit of Indemnity Table.

# PART VII - CHANGE INSURED PLAN

Thirty (30) days before the expiry date of each Policy Year, the Insured can give written notice to the Company for change of Part II Section I Home Contents insured Plan. Subject to the approval by the Company, the new insured Plan and premium will be effective only on the first day of the earliest coming renewal Policy Year.

# PART VIII - CLAIMS CONDITIONS

(applicable to all SECTIONS in PART II – COVERAGE unless specifically provided in the individual SECTION when such provision will prevail)

- 1. In the event of any happening which may give rise to a claim under this Policy, the Insured and/or Family Members and/or the Domestic Helper:
  - (1) shall give notice as soon as possible in writing to the Company;
  - (2) shall make formal report to the police immediately if there has been Burglary, theft or Robbery or any attempt thereat;
  - (3) shall at his own expense supply the Company with full particulars in writing as soon as possible and in any case not later than thirty (30) days after the occurrence of the accidental physical loss or damage. The Insured and/or Family Members and/or the Domestic Helper should render his full co-operation during the course of investigation or assessment of the claim;
  - (4) shall immediately send to the Company any writ, summons or other legal proceedings issued or commenced against the Insured and/or Family Members and/or the Domestic Helper and shall at his own expense give all necessary information and assistance whenever being requested by the Company to enable the Company to settle or resist any claim or to institute proceedings, if a claim may arise under PART II (SECTION 2 and item C of Extensions to SECTION 6 - LEGAL LIABILITY) or (SECTION 4 -DOMESTIC HELPER);
  - (5) shall not incur any expense in making goods any accidental physical loss or damage and shall not negotiate, pay, settle, admit or repudiate any claim without the written consent of the Company;
  - (6) shall at his own expense give the Company all such records, books of account or document or other such information or medical report issued by a registered medical practitioner as the Company may reasonably require for investigating or verifying a claim;
  - (7) shall at his own expense give the Company the death certificate in case of the death of the Insured and/or Family Members.
- 2. The Company shall be entitled:
  - (1) on the happening of any accidental physical loss or damage for which indemnity is provided under PART II - SECTION 1, the Company may without hereby incurring any liability or diminishing any of the Company's right under this Policy to enter Buildings where the accidental physical loss or damage has happened and to take and keep possession of the property insured for all reasonable purposes and in any reasonable manner, but no property may be abandoned to the Company whether taken possession of by

the Company or not;

- (2) to undertake in the name and on behalf of the Insured and/or Family Members and/or the Domestic Helper the absolute conduct, control and settlement of any proceedings instituted by a third party against the Insured and/or Family Members and/or the Domestic Helper in respect of any liability covered by this Policy;
- (3) to take proceedings at its own expense and for its own benefit, but in the name of the Insured and/or Family Members and/or the Domestic Helper, to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy; and
- (4) to pay at anytime to the Insured the Limit of Liability under PART II (SECTION 2 LEGAL LIABILITY) and (SECTION 4 DOMESTIC HELPER) or any lesser amount for which any claim or claims can be settled and upon such payment the Company shall relinquish conduct and control of and be under no further liability under that SECTION(S) in connection with such claim or claims except for cost and expenses incurred with the written consent of the Company in respect of the conduct of such claim or claims before the date of such payment.
- 3. If at the time of any happening giving rise to any accidental physical loss, damage, expense or liability for which indemnity is provided under this Policy, there shall be any other insurance against such accidental physical loss, damage, expense or liability or any part thereof the Company shall not be liable for more than its ratable proportion thereof.

## PART IX – GENERAL CONDITIONS

- 1. **Interpretation:** This Policy and the Schedule, memoranda and endorsement hereto shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy, Schedule, memoranda or endorsement shall bear such specific meaning wherever it may appear.
- 2. Entire Contract and Changes: This Policy, including the Schedule, endorsements, any memoranda, appendix and amendments (if any), will constitute the entire contract between the parties. Any change in this Policy is not valid unless evidenced by the Company's endorsement or amendment. The Company reserves the right to underwrite, amend the terms and/or adjust the premium and maximum limit for coverage under this Policy.
- **3. Compliance with Conditions:** The due observance and fulfillment of all the terms of this Policy by the Insured and/or Family Members and/or Domestic Helper or anyone acting on his behalf insofar as they relate to anything to be done or complied with by the Insured and/or Family Members and/or Domestic Helper or any one acting on his behalf shall be a condition precedent to any liability of the Company to make any payment under this Policy.
- **4. Reasonable Preventions:** The Insured and/or Family Members and/or Domestic Helper shall exercise all reasonable precautions to:
  - (1) maintain the Home and/or Buildings in good condition and good repair;
  - (2) prevent accidents, Bodily Injury, loss or damage;
  - (3) avoid incurring liabilities;
  - (4) comply with obligations and regulations imposed by any Statute or Authority; and
  - (5) select and supervise competent Domestic Helper.

- 5. Forfeiture: If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured and/or Family Members and/or Domestic Helper or any one acting on his behalf to obtain any benefit under this Policy; or, if the accidental physical loss or damage be occasioned by the willful act, or with the connivance of the Insured and/or Family Members and/or Family Members and/or Domestic Helper; or, if the claim be made and rejected and an action or suit be not commenced within three (3) months after such rejection, or (in case of an arbitration taking place in pursuance of the condition (11) of this Policy) within three (3) months after the arbitrator or arbitrators or umpire shall have made their award, all benefit under this Policy shall be forfeited.
- 6. Time Limit: In no case whatever shall the Company be liable for any accidental loss or damage after the expiration of twelve (12) months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.
- 7. Non-transfer of Insured's right: Unless otherwise expressly stated nothing contained herein shall give any rights against the Company to any person other than the Insured. Further the Company shall not be bound by any passing of the interest of the Insured otherwise than by death or operation of law unless and until the Company shall by endorsement declare the insurance to be continued. The extension of the Company's liability in respect of the property of any person other than the Insured shall give no right of claim under this Policy to such person, the intention being that the Insured shall in all cases claim for and on behalf of such person and the receipt of the Insured shall in any case absolutely discharge the Company's liability under this Policy in respect of such loss.
- 8. **Right to Return Policy:** In the event the Insured is not satisfied with this Policy for whatsoever reason, the full set of Policy including the 24 hour BOCG Home Assistance Hotline card should be returned to the Company within fifteen (15) days from the effective date of this Policy. If no claim has been made or paid during this period, all premium paid to the Company will be refunded. In such event, this Policy shall be deemed to have been void from the effective date of this Policy and the Company shall not be liable to pay any benefit.
- **9. Reinstatement:** If this Policy is terminated for any reason, acceptance and approval of a subsequent proposal form by the Company shall reinstate this Policy. The reinstated Policy shall provide benefits only for accidental physical loss or damage that occurs after the date of reinstatement.
- **10.** Alteration in Risk: This Policy may be voided if there is any alteration:
  - (1) in the occupation or in the Home and/or Buildings therein whereby the risk of loss, damage, liability, accident or Bodily Injury is materially increased or;
  - (2) whereby the Insured and/or Family Member and/or the Domestic Helper's interest ceases except by operation of law unless any such alteration has been agreed in writing by the Company.
- 11. Arbitration: All difference arising out of this Policy shall be determined by arbitration in accordance with the Arbitration Ordinance as amended from time to time. If the parties fail to agree upon the choice of the arbitrators, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If the Company shall disclaim liability to the Insured and/or Family Members and/or the Domestic Helper for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been

abandoned and shall not hereafter be recoverable hereunder.

- **12.** Warranty: It is warranted that whenever the Home are left unattended all locks, bolts and other security protections fitted to the Home including any security measures that may be required by the Company, are in full and effective operations.
- **13. Proper Law and Jurisdiction:** This Policy shall be subject to the jurisdiction of HKSAR and shall in all respects be governed by and construed in accordance with the laws of HKSAR and the Courts of HKSAR shall have sole and exclusive jurisdiction in relation to any dispute, claim or legal proceedings arising from anything or matter in connection with this Policy.
- 14. Interest: No claim payment under this Policy shall carry interest.
- 15. Errors and Omissions: Clerical errors in keeping the records shall not invalidate coverage otherwise validly in force nor continue coverage otherwise validly terminated. If the age or date of birth or other relevant facts relating to an Insured Person shall be found to have been inadvertently misstated, and if such misstatement affects the scale of benefits or has anything to do with the coverage or any provisions or terms under this Policy, the true age and facts shall be used in determining whether benefits are secured under the terms of this Policy, and if so, in what amount, and an adjustment of premium shall be made by the Company in its absolute discretion in the event it considers benefits are payable under this Policy.

# THE FOLLOWING CLAUSES AND/OR ENDORSEMENT SHALL FORM AN INTEGRAL PART OF THIS POLICY

# **ITC - IT CLARIFICATION CLAUSE**

Property damage covered under the Policy shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from the Policy:

- 1. Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage, notwithstanding this exclusion, loss of or damage to data or software, which is the direct consequence of physical damage to the substance of property insured under this Policy shall be covered.
- 2. Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

# **TRM - TERRORISM EXCLUSION ENDORSEMENT**

(Not applicable to PART II, SECTION 4 – DOMESTIC HELPER, "Terrorism Clause under Section 4")

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, prevention, suppressing or in any way relating to act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

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

# TRMC - TERRORISM EXCLUSION CLAUSE FOR CONTAMINATION AND EXPLOSIVES

It is agreed that, regardless of any contributory causes, this Policy does not cover any loss, damage, cost of expense directly or indirectly arising out of:

- 1. biological or chemical contamination;
- 2. missiles, bombs, grenades, explosives,

due to any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public, or any section of the public, in fear.

For the purpose of this Exclusion "contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

# **RTP - RIGHTS OF THIRD PARITES CLAUSE**

Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms of this Policy.

# EXTENSION: 24-HOUR HOME ASSISTANCE SERVICES TERMS AND CONDITIONS

The Company has arranged the twenty-four (24) hours "Home Assistance Services" with Inter Partner Assistance Hong Kong Ltd (hereinafter referred to as "IPA") to provide the following services to the Insured and/or Family Members during the Period of Insurance:

# 1. Electrical Assistance

IPA's alarm center will arrange a registered electrician to repair the defect of the Insured Home's electrical system (main switch failure and electrical socket).

# 2. Plumbing Assistance

In the event of clogging of the water supply system or bursting of water pipe in the Home, IPA will arrange a licensed plumber to repair the water supply system and/or water pipes.

## 3. Locksmith Assistance

If the Insured and/or Family Members could not access to his/her Home by reason of being locked accidentally outside his/her Home, IPA will arrange a locksmith to resume access to his/her Home.

# 4. General Repair of household items

Upon the request of the Insured and/or Family Members, IPA will as far as possible arrange relevant contractors or service providers to check the Insured and/or Family Members' defect on household items in the Home such as failure of electrical appliances, broken window.

## 5. Baby Sitting/ Nursing Referral

Upon the request of the Insured and/or Family Members, IPA will arrange a baby sitter or Domestic Helper to take care of the Insured's child(ren) or other Family Members. A registered nurse will also attend the Insured's Home to accommodate needs of any person specified by the Insured and/or Family Members.

## 6. Temporary Domestic Helper Referral

IPA will assist the Insured and/or Family Members in arranging a temporary local Domestic Helper upon request of the Insured and/or Family Members.

## 7. Pest Control/ Cleaning Referral

Upon request of the Insured and/or Family Members, IPA will arrange a company specialized in pest control to deal with the pest problem in the Home or a cleaning company to assist the Insured and/or Family Members to clean the Home.

IPA will not be held responsible for delays or failures in providing assistance caused by any strike, war, invasion, act of foreign enemies, armed hostilities, (regardless of a formal declaration of war), civil war, rebellion, insurrection, terrorism, political coup, riot and civil commotion, administrative or political impediments or radioactivity or any other event of Force Majeure which prevents IPA from providing such assistance services.

All costs incurred in using the above services arranged by IPA will be at the Insured and/or Family Member's own expenses and accord. The Company shall not be liable for any loss arising from the use of such services.

Simply make a call to the twenty-four (24) hours "Home Assistance Hotline - **2861 9235**" and quote your Policy number to request the above services.

# **<u>NOTICE:</u>** Notwithstanding anything contained herein to the contrary, in the event of cancellation or alteration of this Policy, the minimum premium will be charged at the discretion of the Company.

# PERSONAL INFORMATION COLLECTION STATEMENT

The information you provide to Bank of China Group Insurance Company Limited ("the Company") is collected to enable the Company to carry on insurance business and may be used for the purpose of:

- (i) processing and evaluating your insurance application and any future insurance application you may make;
- (ii) administering your insurance policy and providing services in relation to your insurance policy;
- (iii) analysis or investigating, processing and paying claims made under your insurance policy;

(iv) invoicing and collecting premiums and outstanding amounts from you;

- (v) any alterations, variations, cancellation or renewal of any insurance related product or service;
- (vi) contacting you for any of the above purposes;

(vii) exercising any right of subrogation;

- (viii) other ancillary purposes which are directly related to the above purposes; and
- (ix) complying with applicable laws, regulations or any industry codes or guidelines.

The Company may disclose your personal data for the above purposes to the following classes of transferees:

(a) third party agents, contractors and advisors who provide administrative, communications, computer, payment, security or other services which assist us to carry out the above purposes (including medical service providers, emergency assistance service providers, telemarketers, mailing houses, IT service providers and data processors);

(b) in the event of a claim, loss adjudicators, claims investigators and medical advisors;

- (c) in the event of default, debt collectors and recovery agents;
- (d) insurance reference bureaus or credit reference bureaus;
- (e) reinsurers and reinsurance brokers;
- (f) your insurance broker (if you have one);
- (g) the Company's legal and professional advisors;

(h) the Company's related companies (as that term is defined in the Companies Ordinance);

(i) any association, federation or similar organization of insurance companies ("Federation") and its members that exists or is formed from time to time for any of the above or related purposes or to enable the Federation to carry out its regulatory functions or such other functions that may be assigned to the Federation from time to time and are reasonably required in the interest of the insurance industry or any member(s) of the Federation;

(j) any member(s) of the "Federation" by the "Federation" for any of the above or related purposes;

(k) any related company or any other company carrying on insurance or reinsurance related business or an intermediary or a claims or investigation or other service provider providing services relevant to insurance business for any of the above or related purposes;

- (1) the Insurance Claims Complaints Bureau and similar industry bodies; and
- (m) government agencies and authorities as required or permitted by law.

The Company is hereby authorized to obtain access to and/or to verify any of your data with the information collected by the Federation from the insurance industry.

Moreover, the Company may also use and disclose your personal data otherwise with your consent.

You have the right to obtain access to and to request correction of any personal information concerning yourself held by the Company. Requests for such access can be made to the Company's Legal and Compliance Department (Tel: 2867 0888 / Fax: 3906 9939).

#### Use of Personal Data in Direct Marketing

With your written consent given for direct marketing purpose (which includes an indication of no objection), the Company intends to use your data in direct marketing. The Company will only act in accordance with the rules about direct marketing contained in the Ordinance. Please note that:

- your name, contact details, products and services portfolio information and demographic data held by the Company may be used by the Company in direct marketing from time to time;
- (2) the following classes of services, products and subjects may be marketed:
  - (i) financial, insurance and related services and products;
  - (ii) reward, loyalty or privileges programmes and related services and products;
  - (iii) services and products offered by the Company's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
  - (iv) donations and contributions for charitable and/or non-profit making purposes;
- (3) the above services, products and subjects may be provided to or (in the case of donations and contributions) contributed to by the Company and/or:
  - (i) the Company or BOC Hong Kong (Holdings) Limited or any of its subsidiaries;
  - (ii) third party reward, loyalty, co-branding or privileges programme providers;
  - (iii) co-branding partners of the Company and BOC Hong Kong (Holdings) Limited (the names of such co-branding partners can be found on the application form(s) for the relevant services and products, as the case may be); and
  - (iv) charitable or non-profit making organisations;
- (4) in addition to marketing the above services, products and subjects itself, the Company also intends to provide the data described in paragraph (1) above to all or any of the persons described in paragraph (3) above for use by them in marketing those services, products and subjects, and the Company requires your written consent (which includes an indication of no objection) for that purpose;

If you do not wish the Company to use or provide to other persons your data for use in direct marketing as described above, you shall exercise your opt-out right by notifying the Legal and Compliance Department of the Company (Tel.:2867 0888, Fax no.:3906 9939).

# Note: The Chinese translation of this Policy is for reference purpose only. In the event of any inconsistency between the English version and the Chinese version, the English version shall prevail.

#### LIMIT OF INDEMNITY TABLE

CT CTTON	Insured Items and Coverage	Limit of Indemnity (HK\$)			Excess	
SECTION		Plan 1	Plan 2	Plan 3	(HK\$)	
1.	HOME CONTENTS <sup>2</sup>	300,000/event	600,000/event	1,000,000/event	Water damage	
					claim: 500 or 10%	
	All risks coverage including explosion, fire, burst of	(30,000/item)	(60,000/item)	(100,000/item)	of loss whichever	
	water pipe, Burglary, malicious damage, flood, typhoon,				is the higher;	
	landslide, subsidence or other accidental damage				Other cause: 500	
	■ Valuables	100,000/year	150,000/year	250,000/year		
		(6,000/item)	(10,000/item)	(15,000/item)		
	Brittle Items	5,000/item	8,000/item	10,000/item		
	Maximum Limit of Indemnity under <b>[item 1 - HOME</b>					
	CONTENTS] and Valuables during the Typhoon or					
	Rainstorm Season <sup>3</sup> shall be adjusted as follows:					
	Home Contents	360,000/event	720,000/event	1,200,000/event		
	■ Valuables	120,000/year	180,000/year	300,000/year		
	Extension Coverage to HOME CONTENTS:					
	A. Interior Decoration/ Refurbishment Works	(60,000	(120,000 contract	(200,000 contract	Water damage	
	Cover accidental physical loss of or damage to	contract value)	value)	value)	claim: 500 or 10%	
	Home Contents during the period of interior	(3,000/item)	(6,000/item)	(10,000/item)	of loss whichever	
	decoration or refurbishment work by contractors at				is the higher;	
	Home. The period of such works must be				Other cause: 500	
	completed within two (2) consecutive months and					
	the relevant expenses must not be greater than the					
	contract value as specified in each insured Plan.					
	B. Home Removal	300,000/event	600,000/event	1,000,000/event	1,000	
	Cover accidental physical loss of or damage to	(30,000/item)	(60,000/item)	(100,000/item)		
	Home Contents in the course of removal by					
	professional remover from the Home to Insured's					
	new home in HKSAR.					
	C. Alternative Accommodation/Loss of Rental	20,000/event	30,000/event	50,000/event		
	Cover reimbursement of temporary	(800/day)	(1,000/day)	(1,500/day)		
	accommodation/ loss of rental income when the					
	Home is rendered uninhabitable after an insured					
	accident.					
	D. Temporary Removal	25,000/event	50,000/event	80,000/event		
	Cover accidental physical loss of or damage to					

## HOME CONTENTS COVERAGE<sup>1</sup> (SECTION 1 to 3 is operative if so stated in the Schedule)

	Home Contents whilst temporarily removed from				
	the Home to any other premises for the purpose of				
	professional cleaning, repair or renovation within				
	HKSAR. (Maximum temporary storage period				
	not exceeding 180 days)				
E.	Personal Belongings				
	Cover accidental physical loss of or damage to the	6,000/year	11,000/year	21,000/year	500
	Insured and/or Family Members' Personal Effects	(5,000/item)	(5,500/item)	(7,000/item)	
	and Valuables happened anywhere in the `world.				
	Also cover accidental physical loss of or damage to	5,000/year	10,000/year	15,000/year	500
	Domestic Helper's Personal Effects due to Burglary	(2,500/item)	(3,000/item)	(4,500/item)	
	at Home.				
	(excluding mobile phones, spectacles and cash)				
F.	Loss of Money	1,500/event	3,500/event	3,500/event	
	Cover loss of Money by Burglary or Robbery at				
	Home.				
G.	Replacement of Personal Documents	1,500/event	3,500/event	3,500/event	
	Cover the actual cost or fees necessarily incurred				
	for replacement of the lost or damaged passport,				
	driving license, HKID card or other travelling				
	documents due to Burglary or Robbery at Home.				
H.	Unauthorized Use of Credit Card	2,000/event	3,000/event	4,000/event	
	Cover the loss following unauthorized use of credit				
	card(s) due to Burglary or Robbery at Home.				
I.	Replacement of Windows, Door Locks and	1,500/event	2,500/event	3,500/event	
	Keys				
	Cover reasonable cost of replacing damaged				
	windows, door locks and keys due to Burglary at				
	Home.				
J.	Removal of Debris	2,500/event	5,000/event	8,000/event	
	Cover the cost and expenses necessarily incurred in				
	the removal of debris following any insured				
	accident.				
K.	Frozen Food	1,000/event	2,000/event	3,000/event	200
	Cover the cost of replacing food and drinks which				
	are spoilt in the refrigerator as a result of accidental				
	breakdown of the refrigerator and/or accidental				
	failure of electricity supply.				

2.	LEGAL LIABILITY	5,000,000	6,000,000	10,000,000	
	Protect against the legal liability occurring at Home in	/event/year	/event/year	/event/year	
	the event of the Insured and/or Family Members'	,			
	negligence, in the following personal capacity causing				
	third-party Bodily Injury or property damage:				
	(1) as private householder occupying the				
	Home, or				
	(2) as owner(s) of the Home				
	Extension Coverage:				
	A. Home Owners Liability:	5,000,000	6,000,000	10,000,000	
		/event/year	/event/year	/event/year	
	(A1) If the Insured is the tenant but not the owner of	/event/year	/event/year	/event/year	
	the Home, extend to protect the owner of the				
	Home against legal liability arising solely out of				
	the occupation by the Insured and/or Family				
	Members of the Home. The owner of the Home				
	must be possessed by the owner in the name of a				
	company and/or director of that company and				
	provided to the Insured, as employee, for				
	accommodation.				
	(A2) Extend to protect the owner of the Home against				
	legal liability arising out of the common part of				
	the Building of which the Home is insured, for				
	negligence causing third-party Bodily Injury or				
	property damage by the Owner's Corporation				
	and/or Property Management Company of the				
	Building and/or the owner of the Home.				
	B. Worldwide Personal Liability: extend to protect	1,000,000	1,000,000	1,000,000	
	against the legal liability in the event of the Insured	/event/year	/event/year	/event/year	
	and/or Family Members' negligence causing	5			
	third-party Bodily Injury or property damage whilst				
	outside the Home or during a temporary visit not				
	exceeding 30 days outside HKSAR.				
		200,000	400.000	<00.000	
	C. Domestic Helper Liability: extend to protect against	200,000	400,000	600,000	
	the legal liability in the event of the Insured's	/event/year	/event/year	/event/year	
	Domestic Helper's negligence causing third-party				
	Bodily Injury or property damage during her work				
	and in the course of employment.				
	(Total aggregate amount of claim payable under				
	SECTION 2 - Legal Liability above must not exceed the				
	insured Plan's maximum Limit of Indemnity)				

3.	PERSONAL ACCIDENT	150,000/year	200,000/year	300,000/year	
	Offer compensation if the Insured and/or Family	(50,000/person)	(100,000/person)	(100,000/person)	
	Members suffer death or permanent total disablement as				
	result of fire caused by accident or Burglary at Home.				

#### Notes for Home Contents Coverage:

- 1 Home is rented out by Insured: the Company will offer the following "Insured Items & Coverage" to the "Insured only", whilst Family Members are not entitled to any indemnity in this Policy.
  - 1.1 The Insured's Home Contents which are owned and placed in the Home, excluding Valuables and Brittle Items under [SECTION 1 HOME CONTENTS];
  - 1.2 【Extension Coverage to HOME CONTENTS, item C Loss of Rental and item J Removal of Debris】;
  - 1.3 【SECTION 2 LEGAL LIABILITY】.
- 2 Maximum Limit of Indemnity under [SECTION 1 HOME CONTENTS] in respect of any one occurrence of loss shall not exceed "Plan 1 HK\$300,000"; "Plan 2 HK\$600,000"; "Plan 3 HK\$1,000,000".
- 3. Typhoon and or Rainstorm Season refers to the period from July to September each year and must happen in HKSAR and the loss of or damage to Home Contents or Valuables must be directly caused by the typhoon or rainstorm.

#### HOME CONTENTS OPTIONAL COVERAGE (SECTION 4 to 5 is operative if so stated in the Schedule)

SECTION	COVERAGE DETAILS	Limit of Indemnity (HK\$)	Excess (HK\$)
4.	DOMESTIC HELPER	100,000,000/event	
5.	SUPPLEMENTARY WORLDWIDE PERSONAL BELONGINGS (not applicable for Domestic Helper)	<b>40,000/year</b> item limit will be the same as the selected plan under [Extension Coverage to SECTION 1, item E – Personal Belongings]	500

#### **BUILDINGS COVERAGE** (*This SECTION is operative if so stated in the Schedule*)

SECTION	COVERAGE DETAILS	Limit of Indemnity (HK\$)	Excess (HK\$)
6.	BUILDINGS Cover for accidental physical loss to Buildings	As shown in the Schedule	200
	Extensions to SECTION 6 <sup>4</sup> :		
	(Not applicable if SECTION 1 is insured in this Policy)		
	1. Alternative Accommodation/Loss of Rental	<b>20,000/event</b> (800/day)	
	2. Removal of Debris	2,500/ event	
	<ul> <li>3. Legal Liability Protect against legal liability occurring at Home in the event of the Insured and/or Family Members' negligence, in the following personal capacity causing third-party Bodily Injury or property damage: <ul> <li>(1) as private householder occupying the Home, or</li> <li>(2) as owner of the Home</li> <li>Extension Coverage</li> </ul></li></ul>	5,000,000/event/year	
	<ul> <li>A. Home Owners Liability:</li> <li>(A1) Not applicable.</li> <li>(A2) Extend to protect the owner of the Home against legal liability arising out of the common part of the Building of which the Home is insured, for negligence causing third-party Bodily Injury or property damage by the Owner's Corporation and/or Property Management Company of the Building and/or the owner of the Home.</li> </ul>	5,000,000/event/year	
	B. Worldwide Personal Liability: extend to protect against legal liability in the event of the Insured and/or Family Members' negligence outside the Home or HKSAR during a temporary visit not exceeding 30 days, causing third-party Bodily Injury or property damage.	1,000,000/event/year	

<ul> <li>C. Domestic Helper Liability: extend to protect against legal liability in the event of your Domestic Helper's negligence causing third-party death, Bodily Injury or property damage during her work and in the course of employment.</li> <li>(Total aggregate amount of claim payable under item</li> </ul>	200,000/event/year	
3 – Legal Liability above must not exceed the insured Plan's maximum Limit of Indemnity)		
 4.Personal Accident	<b>150,000/year</b> (50,000/person)	

Notes for Buildings Coverage:

4. Home is rented out by Insured: the Company will offer the following "Insured Items & Coverage" to the "Insured only", whilst Family Members are not entitled to any indemnity in this Policy.

(4.1) 【item 1 Loss of Rental】;

(4.2) 【item 2 Removal of Debris】;

(4.3) 【item 3 Legal Liability】.



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查詢熱線:31875100

# 周全家居綜合險保單

請受保人細閱保險單內所載各節,如有修正須即時提出。

投保人以一份投保書及聲明謹向中銀集團保險有限公司(下稱"本公司")申請下述保險。該 份投保書及聲明已被納入本合約內,成為本合約之基礎。投保人已繳付保費,作為本保險的代價。

兹證明本保單或批單上所列之承保條件、除外條款、基本條款、責任限額(當中全被當作納入 其內)為依歸下,本公司同意賠償給投保人任何或所有以下所列在保險期內所發生之承保事項。

但在任何情況下,受保人須完全遵守及履行保單所載條件及承保條款,以及投保人確保投保書 及聲明內所提供或申報的所有資料是準確、真實及完整的,是為本公司在保單的任何責任的先決條 件。

在本保單內,如內容許可,只表達單數的字詞亦可包括眾數,反之亦然。只表達男性的字詞亦 可包括女性,反之亦然。

# 第一部份 - 一般定義及釋義

(1) 以下任何字詞或字句應用於保單、承保表、批單或備忘錄均具有該意義。

- 「身體損傷」
   意指因意外、外在、暴力及可見事件完全及直接構成的
   死亡或傷害,並不牽涉任何其他因素及並非由疾病或逐步生理或精神失調構成。
- 2. 「建築物」
   承保表內"風險地點"註明投保人的私人住宅單位結構
   包括:
  - (1) 地產商及/或業主於住所的固定裝置;及
  - (2)為家庭用途的屋外設置,如私家道路、牆壁、門閘、 樹籬、圍欄、小徑、車房、露台等。
- 3. 「爆竊」 賊人使用暴力強行進入投保住所盜竊。
- 4. 「易碎物品」 玻璃、水晶擺設、瓷器、陶瓷、陶器或類似的易碎物品。

5. 「家傭」 任何18至60 歲按法例定義為家傭的人士並受聘於投保 人及/或其家人。 6. 「自負額」 本公司就每宗索償賠付的首項不支付金額。 「家人」 7. 投保人的配偶、父母、祖父母、及子女在保險期內永久 居住於住所內。 8. 「香港特別行政區」 意指中華人民共和國香港特別行政區。 9. 「住所」 位於香港特別行政區並載於承保表"風險地點"內的建 築物、屋宇或單位。 10. 「家居財物」 傢俱、家居修繕、家居電器、影音器材、個人電腦組合、 鋼琴、管風琴及類似物品、發展商贈送的可移動家居物 品、個人物品、貴重物品及易碎物品。 11. 「家居修繕」 由投保人及/或其家人對於住所內牆壁、窗戶、天花、地 板及門閘作出的更換改善。 12. 「投保人」 載於承保表內為"投保人"的人士。 13. 「法例」 指僱員補償條例(香港特別行政區法例第282章)。 14. 「賠償限額」 本公司於每宗損失須承擔之金額,並載於本保單承保表 及賠償限額表的每項受保章節內。 現金、流通鈔票、銀行錢幣、銀行匯票、證券、支票、 15. 「現金」 債券、可轉讓票據、郵票、旅行支票、郵政或其他現金 匯票、旅行票、禮券、代用券或午餐券。 16. 「噪音所致的失聰」 與職業性失聰(補償)條例(香港特別行政區法例第 469 童)含同等釋義。 17. 「保險期」 由承保表內所載的保險生效日期開始至根據此保單"第 四部份-終止保單"的終止日期。 18. 「個人文件」 屬於投保人及/或其家人的護照、駕駛執照、身份證、任 何出生證明文件或其他旅遊證件。 19. 「個人物品」 衣服及私人使用的物品,以供穿著或攜帶使用,惟不包 括各類手提電話、傳呼機、眼鏡、隱形眼鏡、金錢及特 別物品。 20. 「肺塵埃沉著病」 與肺塵埃沉著病(補償)條例(香港特別行政區法例第 360 章)含同等釋義。 21. 「保單年度」 在承保表所述的保單起保日起,每一連續 12 個月的時 間。 22. 「行劫」 偷竊行為並且向投保人及/或其家人使用或試圖使用武 力使其害怕會受到武力對付。 保單上的附表載有投保人姓名、風險地點、保險期、保 23. 「承保表」 費、賠償限額及保單內各有效之章節,均被視為保單組

成部份及完整合約般一併閱讀。

- 24. 「特別物品」 任何持有或使用的專業、商用或職業性質及已另行投保 於其他保單的物品。
- 25.「貴重物品」 屬於投保人及/或家人的手錶、珠寶、黃金、金器、白銀、銀器、古董、運動設備、貴重金屬/寶石、攝影機、攝錄機、皮草、油畫或其他藝術品、攝影設備、望遠鏡、顯微鏡、美術古董、用作收藏的郵票或錢幣。
- (2)本保單內任何明示或暗示是根據法例或法定條款的參考,應被視為根據修訂或重新訂立的法例或法定條款的參考,或其適用的範圍不時被其他條款(不論於該日期前或後)修改,及應包括任何重新訂立的法例或條款(不論有否修改)及其他命令、規例、文件或有關法例或法定條款的其他附屬立法。根據綜合法例條款的參考,如必須或恰當,應被視為包括根據該綜合法例之過往法例條款的參考。
- (3)本保單內根據章節及承保表及背書的參考,應被視為根據本保單內之章節及承保表及背書 (除非內文另有列明)。本保單連同一併附奉的承保表及背書,均被視為投保人與本公司之間 的保險合約。
- (4) 標題只為協助閱讀此保單內容,不會影響闡釋保單內任何條文。

#### 第二部份 保障範圍

# 第1章 - 家居財物(此章節如載於承保表內方可生效)

本公司將按照保單條款及承保表所載賠償限額,於保險期內為投保人及/或其家人在住所內擁有的 家居財物提供保障,賠償財物意外損失或損毀。在香港特別行政區每年7至9月颱風及暴雨的季節 期間,若家居財物及貴重物品的損失或損毀乃是直接由颱風或暴雨引致,最高賠償限額將增至所投 保計劃的120%。

倘若投保人為業主身份但不在住所居住或把住所出租,本公司只會賠償屬於投保人的家居財物損失 或損毀,但不包括貴重物品及易碎物品。與此同時投保人家人於此章節內不會獲得任何賠償。

這章節除按照保單條款及承保表"第1章 - 家居財物"所載的賠償限額,更為投保人及/或其家人提供以下附加保障,每項目的最高賠償限額將按本保單"賠償限額表"內註明的限額:

#### 第1章的附加保障:

### A. 室內裝修 / 翻新工程

保障在住所進行室內裝修、翻新工程期內,承辦商導致家居財物意外損失或毀壞。工程必須於 連續2個月內完成,及有關費用亦不可超過所選擇計劃載於本保單賠償限額表內註明的裝修工 程金額。

#### B. 家居搬遷

保障住所的家居財物,透過專業搬運公司搬至香港特別行政區境內另一新居,在搬遷途中導致 的意外損失或損毀。 此項目不承保:

- (1) 容易腐爛的物品;
- (2) 金錢;
- (3) 易碎物品,由專業包裝/搬運工人已獨立地包裝的物品除外。

#### C. 臨時住所 / 損失租金

保障住所因受保意外毀壞不能居住,本公司將會賠付投保人及/或其家人於修理家居期間合理的 租住臨時住所或實際損失租金的費用。

#### D. 短暫搬遷

保障因短暫被移離住所的家居財物,在香港特別行政區境內進行專業清洗、修理、修補、翻新 或漂染時,而在臨時寄存的地方導致的意外損失或損毀,個人物品、貴重物品、易碎物品除外。 存放期由家居財物被移離住所開始直至送返投保人的住所不可超過180天。

#### E. 個人物品

保障投保人及/或其家人的個人物品及貴重物品於世界各地遭意外損失或損毀。本公司更保障因 住所被爆竊引致家傭的個人物品遭意外損失或損毀。

#### F. 現金損失

保障因住所被爆竊或行劫而引致現金損失,惟必須在發現該等損失後24小時內報警。

#### G. 補領個人文件

保障因住所被爆竊或行劫而須補領損失或損毀的個人文件之實際費用,惟必須在發現該等損失後24小時內報警。

#### H. 信用卡被盜用

保障因住所被爆竊或行劫而引致信用卡被盜用的損失。投保人及/或其家人必須遵從信用卡公司的所有條款及規章,並於發現損失信用卡後24小時內報警及需向發卡機構報失。本公司只會在 投保人不能以其他途徑獲得補償的情況下才作出賠償。

#### I. 更換窗戶、門鎖及門匙

保障因住所被爆竊而需更換毀壞的窗戶、門鎖及門匙的合理費用。

#### J. 清理廢物

保障因受保意外損失或損毀發生後,必須清理部份或全部家居物品的廢物的費用。

#### K. 凍品損壞

如因以下事故引致投保人及/或其家人存放於雪櫃內的食物或飲品變壞,本公司會賠償替換的費用:

- (1) 雪櫃意外損壞;
- (2) 電力供應故障,而故障並非蓄意所致及沒有電力供應公司預先通知。

以上"第1章的附加保障"不適用於投保人以業主身份但不居於住所內及把住所出租,但項目 C-

損失租金及項目 J-清理廢物保障除外。

#### 第1章內採用的賠償基本原則

本公司有選擇權以現金或復原方式賠償損失或損毀的家居財物,如復原家居財物,本公司會賠償將 修理或替換該財物至新的一般或同等質素的費用。鞋類及衣服將會採用損耗及折舊率扣減賠償。

如由兩件或以上物品組成方可使用的單一受保物品或組合,本公司對每件物品或組合的最高賠償限 額只會按其平均價值分配。

本公司在第1章的最高賠償限額對任何一宗損失索償均不可超過承保表內第1章-家居財物所載金額。

#### 第1章的不受保項目:

- 1. 本章不會承保下述直接或間接導致的損失或損毀:
  - (1) 缺乏維修、建築不良的建築物;
  - (2) 滲漏造成的損失,但直接因颱風或暴風破壞樓宇結構引致雨水從缺口滲入造成的毀壞除 外;
  - (3) 磨損、撕裂、折舊、蛀蟲、蝕木蟲、甲蟲、其他昆蟲或害蟲;
  - (4) 真菌、濕氣、鐵銹、腐爛、腐蝕、受日光或大氣所影響或逐漸退化;
  - (5) 與電子、機械、電器或電腦有關的設備故障;
  - (6) 任何清潔、修改、回復、裝修、維修或漂染過程,除非受保於第1章的附加保障項目D;
  - (7) 錯誤使用或違反製造商指引下使用物件,物件固有的缺陷或質料、手藝、圖樣或規格設計錯誤;
  - (8) 由牲畜所造成的;
  - (9) 凹陷、碎裂、擦損;
  - (10) 住所或任何住所出租或分租部份被入屋盜竊或偷竊;
  - (11) 物品放置於無人看管及未有上鎖或未有關上車蓬的開蓬汽車上被盜竊或偷竊;
  - (12) 正常處理或使用中的家居財物;
  - (13) 投保人及/或其家人使用未獲授權的信用卡。
  - (14) 電力供電商暫時性的停止電力供應。
- 2. 本章不會承保以下的損失或損毀:
  - (1) 任何建築物結構部份;
  - (2) 汽車、船艇、飛機及其他機動或電動車輛或單車;
  - (3) 使用中的運動器材;
  - (4) 眼鏡或隱形眼鏡;
  - (5) 手提/流動電話,傳呼機或類似物品;
  - (6)錄影帶、卡式錄音帶、電腦鐳射光碟或紀錄、個人數碼助理紀錄、手提電腦及置於住所以 外的類似物品;
  - (7) 植物;樹木、庭園、家畜、生物及類似物品;
  - (8) 燈泡及/或活門;
  - (9) 在露天裝置的財產,包括天線裝置、走廊、露台、天井、天台、前院或同類的戶外裝置;
  - (10) 商業、職業或專業使用或持有的財物;

- (11)未得本公司書面同意下連續60日以上無人居住的住所內家居財物損失或損毀,但因火災、 電擊、雷擊、爆炸、地震、颱風、暴風、喉管爆裂或水災所引致的除外;
- (12) 投保人及/或其家人為香港境外留學生,而個人物品及貴重物品在香港境外損失。
- 不管在第1章的不受保項目2(11)上註明,若未得本公司書面同意,本保單不承保連續十四天以 上無人居住而直接或間接因盜竊或爆竊引致的損失或損毀。

### 第2章 - 法律責任(此章節如載於承保表內方可生效)

本公司將根據承保表內所列可達的最高賠償限額,賠償投保人及/或其家人

- 1. 身為住所的住客,或
- 2. 身為住所的業主

對於在保險期內在住所內因意外事故引致

- (1) 第三者身體損傷,及/或
- (2) 第三者財物損失或損毀

需負上的法律責任及需負責的補償,賠償包括索償人向投保人及/或其家人追討的所有法律費用及 開支,以及經本公司事先書面同意的一切抗辯或處理此賠償的合理法律費用及開支。

#### 延伸保障:

- (A) 業權人責任
  - (A1) 在保險期內,若投保人為住客但不是業主,本保單延伸保障業主純粹因佔用該住所的投保人及/或其家人所引致而需負上的法律責任。本公司會根據本保單賠償限額表內註明的賠償限額,賠償業主需負上的法律責任及由此引起的費用及開支。住所必須由業主以公司及/或公司董事名義持有及提供予被僱用的投保人居住。 在任何情況下:
    - 業主將被視為投保人般必須按保單延伸保障的條件、承保條款及不保事項而行事,此 乃本公司對業主賠償責任的先決條件。
    - 6發生索償,投保人及業主須提供全力協助把有關理賠的處理及控制交由本公司負責。
  - (A2)在保險期內,本公司會根據本保單賠償限額表內註明的賠償限額,延伸保障業主投保的 住所大廈公眾地方因大廈業主立案法團及/或物業管理公司及/或業主疏忽導致第三者傷 亡或財物損毀,而業主需負上的法律責任。
- (B) 全球個人責任

本公司會根據本保單賠償限額表內註明的賠償限額,賠償投保人及/或其家人在住所以外或離 開香港特別行政區作短暫旅遊不超過30日,對於在保險期內因意外事故引致

- 1. 第三者身體損傷;及/或
- 2. 第三者財物損失或損毀

而須負上法律責任及需負責的補償,賠償包括索償人向投保人及/或其家人追討的所有法律費 用及開支,以及經本公司事先書面同意的一切抗辯或處理此賠償的合理法律費用及開支。

(C) 家傭責任保障

本公司亦會根據本保單賠償限額表內註明的賠償限額,延伸保障家傭在保險期內及受僱於投保

人及/或其家人的工作期間因疏忽導致

1. 第三者身體損傷;及/或

2. 第三者財物損失或損毀

而負上的法律責任及需負責的補償,賠償包括索償人向家傭追討的所有法律費用及開支,以及經本公司事先書面同意的一切抗辯或處理此賠償的合理法律費用及開支。

不管這份保單內的其他條款,如投保人是業主身份但並不居住於住所及把住所租出,其家人及/或 家傭不會在這章節部份獲得任何賠償。

如投保人及/或其家人及/或家傭死亡,本公司會根據投保人及/或其家人及/或家傭引致的責任,根 據這章的限制,賠償投保人及/或其家人及/或家傭的個人代表。但在任何情況下,其家人的個人代 表需如同投保人及/或其家人及/或家傭一般,完全遵守及履行保單所載條件。

不管這份保單內的其他條款,若投保人死亡而其身份是業主但不在住所居住及把住所出租,本公司 會根據投保人導致的責任,按照這章的賠償限額賠償給投保人的個人代表,該個人代表須如同投保 人一般,完全遵守及履行保單所載條件。

這延伸保障不會影響本公司以投保人的名義而執行任何索賠或損毀賠償訴訟的權利。

本公司在此章對任何一宗損失索償的最高賠償限額,均不可超過載於承保表內第2章 - 法律責任的金額。

## 第2章的不受保項目

本公司無須對以下項目負責:

- 投保人及/或其家人及/或家傭遭受的身體損傷,及/或任何按僱傭合約為投保人及/或其家人提 供服務人士或成為投保人及/或其家人之學徒,於受僱工作期間所遭受的身體損傷;
- 2. 有關下述的損失或損毀
  - (1)屬於投保人及/或其家人及/或家傭及/或任何為其服務人士所保管或控制的財物損失或損毀; 但不適用於把住所出租部份;
  - (2)投保人及/或其家人及/或家傭及/或任何為其服務人士使用中的財物;
  - (3)任何以氣壓煮食的器具,因其內部蒸氣受壓爆炸造成的財物毀壞;
  - (4)船、艇或飛機;
- 3. 因震盪、移走或弱化建築物之支撐,造成的身體損傷或財物毀壞;
- 投保人及/或其家人及/或家傭擁有、管有或使用任何機械力推進的汽車(包括任何類別的輪帶 或環帶機器)被特許在馬路上使用或持有汽車保險證書或附設拖車或汽車在裝卸期間或在運送 中或在收集貨物期間在任何車道或大街限制區內所引致的身體損傷或財物毀壞。
- 5. 由以下原因導致的身體損傷或財物毀壞
  - (1)投保人及/或其家人的專業、職業或業務;
  - (2)未在承保表內註明的任何船、艇或飛機因投保人及/或其家人擁有或管有或使用或裝卸;
  - (3)投保人及/或其家人擁有或使用及有責任維修保養的升降機、扶手電梯或起重機,除非承保 表內已註明;
  - (4)因碼頭或停船處不適宜使用引致任何船或艇發生意外;

- (5)在投保人住所以外發生,任何貨品因投保人及/或其家人及/或家傭之命令供應、維修、變更 或處理;
- (6)投保人及/或其家人及/或家傭提出的建議或治療;
- (7)分判商為投保人及/或其家人及/或家傭提供的服務;
- (8) 擁有或使用任何家畜以外的禽畜;
- 投保人及/或其家人及/或家傭無論書面、口述或暗示的任何合約或協議而需負上的責任,除非 該責任附於承保表內;
- 7. 罰款、不論民事或刑事上或合同上的刑罰或懲罰性損失;
- 8. 電磁場直接或間接造成的任何損失、毀壞及責任。

# 第3章 - 人身意外(此章節如載於承保表內方可生效,不適用於業主身份且不居住於受保住所及把住 所出租)

如因住所意外火災或爆竊而導致投保人及/或其家人於保險期內身體損傷,並於意外發生後三個月 內死亡,或連續十二個月或以上永久完全傷殘,不能從事任何職業或受僱賺取收入,而情況將持續 終身,本公司將按照承保表所載第3章-人身意外賠償限額,賠償給投保人及/或其家人或其代表。

第4章 - 家傭(此章節如載於承保表內方可生效,不適用於業主身份且不居於受保住所或把住所出租) 本公司根據法律,包括法例,需承擔的法律責任,賠償投保人對其家傭於保險期內在受僱期間因工 引致身體損傷或彌患疾病。本公司將按照承保表第4章-家傭保障所載的賠償限額作賠付。

倘若涉及投保人責任之法例有任何改動,本保單仍然生效,但本公司的責任僅限於支付相等於投保 人的責任維持不變時應付的款項。

## 第4章的不受保項目

本公司無須對以下項目負責:

- 1. 任何因訂立協議而附加的責任,若沒有該項協議,該等責任便不存在;
- 2. 投保人與任何人士之間的協議致使不能向該等人士追償本可追討之任何數額;
- 3. 在香港特別行政區以外發生的身體損傷及疾病,但獲法例保障者除外;
- 4. 因肺塵埃沉著病或噪音所致的失聰引致的責任;
- 在法例下或法例以外投保人因任何延遲繳款的附加費、罰款、刑罰或懲罰性或加重性損失或須 承擔之任何法律責任;
- 6. 家傭在保單生效前已存在的疾病;
- 7. 因家傭從事或參與駕駛車輛而引致任何的身體損傷。

#### 第4章 恐怖活動條款

若因任何恐怖活動或因採取任何行動,以控制、預防或遏止恐怖活動,或以任何方式與任何恐怖活動 動有關而直接或間接導致或造成受保人因意外或疾病而身體損傷或死亡,不論有關意外或疾病所造 成的身體損傷或死亡是否由其他原因或事件同時或以任何時序所引致:

保單第4章的賠償限額將為本公司接獲香港特別行政區政府(「政府」)的實際款額,即根據政府與本公司在2002年1月11日訂立的融資協議條文,政府同意向本公司及其他獲授權在香港從事僱員賠償承保業務的其他直接保險公司作出的融資額,以便按僱員賠償保險保單,就恐怖

活動事件所造成的死亡及身體損傷事故作出賠償(「融資協議」);

- 本公司只會於獲政府發出(1)批准通知書,確認本公司應作出有關賠償;及(2)收到政府根據融 資協議所支付的賠款後,始須支付賠款;及
- 為免生疑問,若本公司因任何原因而沒有接獲政府根據融資協議作出的款項,無論這是否因政府認為任何由意外或疾病所造成的身體損傷或死亡並不納入融資協議的賠償範圍之內,或因本公司違反融資協議,本公司並毋須作出有關賠償。

就上述而言,恐怖主義活動指任何人士或團體,不論單獨行事或代表或與任何組織或政府一併行事, 所採取的一項行動,包括但不限於使用武力或暴力,或以作為威脅,以達到政治、宗教、意識形態 或類似目的,包括意圖影響任何政府,以及令公衆人士或其任何部份感到惶恐。

倘若本公司聲稱基於除外責任不保障任何因意外或疾病而身體損傷或死亡,提出任何相反舉證的責 任須由投保人承擔。

倘若此條款的任何部份被證實為失效或無法履行,其餘部份仍須保持全面生效及有效。

#### 某些條款豁免及享有回收權

若本公司須按法例規定支付款項,但根據本保單(第 4 章 - 家傭)所示本公司乃毋須為該筆款項負 責時,投保人須付還該筆款項給本公司。

# 第5章 - 全球個人物品附加保障 (此章節如載於承保表內方可生效, 不適用於業主身份且不居於 受保住所或把住所出租)

根據本保單"第二部份第1章 - 家居財物附加保障的第E項 - 個人物品"的同等條款,本公司將按照承保表第5章 - 全球個人物品附加保障所載賠償限額,賠償投保人及/或其家人於保險期內,個人財物及貴重物品在世界各地的意外損失或損毀。

# 第6章 - 樓宇 (此章節如載於承保表內方可生效)

本公司會按照本保單的條款,以付款、修理、回復受毀壞前之原狀或重置方式賠償建築物在受保期 內的意外損失或損毀。最高保障限額將按承保表第6章 - 樓宇保障所載賠付。

若賠償限額未能反映當時的重置價值,賠付會在扣除損耗及折舊後按補償原則處理。

本公司將會賠償受保建築物因意外損失或損毀發生後的重建或維修的必須支出,當中包括建築師及 測量員的(評估、計劃書、份量、投標書及監測)費用,選擇性地重建或維修損失或損毀的建築物部 份除外。有關賠償將不包括與索償有關的準備費用。

本公司於此第6章的每一宗索償不得超過承保表內第6章-樓宇保障項目所列的最高賠償限額。

#### 第6章的附加保障(如已受保於第1、2及3章,此附加保障將不適用)

 臨時住所 / 損失租金:根據保單第二部份第1章-家居財物,第1章的附加保障-項目C的同 等條款,本公司將按本保單賠償限額表內章節6的額外保障-項目1的最高保障限額,賠償投 保人及/或其家人另覓臨時住所的合理費用或損失租金的費用。

- 2. 清理廢物:根據保單第二部份第1章-家居財物,第1章的附加保障-項目J的同等條款,本公司將按本保單賠償限額表內章節6的額外保障-項目2的最高保障限額,賠償投保人及/或其家人因受保意外,必須清理有關廢物、拆除或拆卸、支撐或支持部份建築物的實際費用。
- 3. 法律責任:根據保單第二部份第2章-法律責任的同等條款(不包括延伸保障項目 A1),本公司 將按保單賠償限額表內章節 6 的額外保障-項目 3 的最高保障限額,賠償投保人及/或其家人應 負的法律責任。如投保人以業主身份而並非居住於受保住所及把住所出租,本公司只會賠償投 保人應負的法律責任。
- 人身意外:根據保單第二部份第3章-人身意外的同等條款,本公司將按保單賠償限額表內章 節6的額外保障-項目4的最高保障限額,賠償投保人及/或其家人的死亡或永久完全傷殘。

若投保人是業主身份並把住所出租,本公司只會為投保人提供上述"第6章的附加保障"項目 1-損失租金、項目 2-清理廢物及項目 3-法律責任的保障,其家人不會在此附加保障內獲得任何賠償。

#### 第6章的不受保事項:

- 1. 本保單不承保以下直接或間接導致的損失或損毀:
  - (1) 缺乏維修、建築不良的建築物;
  - (2) 滲漏造成的損失,但直接因颱風或暴風破壞建築物結構引致缺口而造成的滲漏除外;
  - (3) 磨損、撕裂、折舊、蛀蟲、蝕木蟲、甲蟲、其他昆蟲或害蟲;
  - (4) 真菌、濕氣、鐵銹、腐爛、腐蝕、氣候或大氣、逐漸退化;
  - (5) 電子或機械損壞、電器或電腦設備故障;
  - (6) 錯誤使用或違反製造商指引下使用物件,物件固有的缺陷或質料圖樣或規格設計錯誤;
  - (7) 由牲畜所造成的;
  - (8) 凹陷、碎裂、擦損;
  - (9) 變更或維修,包括移去樓宇的結構支柱;
  - (10) 山泥傾瀉、地陷、侵蝕;
  - (11) 土地因泥土移動或地下水壓力、地基收縮或擴張導致的土地下沉或破裂;
  - (12) 任何清潔、修改、回復、裝修、維修、或漂染過程。
- 2. 本保單不承保以下損失或損毀:
  - (1) 任何違法的建築物結構;
  - (2)未得本公司書面同意下連續 60 日以上無人居住的受保建築物,但因火災、電擊、雷擊、 爆炸、地震、颱風、風暴、喉管爆裂或水災所引致除外。

**第6章的分攤條款**:如建築物於意外損失或損毀時之價值高過承保表內第6章之最高賠償限額, 投保人須按照不足額保險之比例分擔其損失。

第 6 章的自動恢復保額:按本章賠償後,已賠金額將自動恢復至承保表所列的賠償限額,但投保 人必須繳付由恢復日至本保單屆滿日止之適當額外保費。

#### A-13 按揭條款(此章節如載於承保表內方可生效)

本保單於此第 6 章所投保之損失,將會付予保單承保表內之受抵人或抵押轉讓人作為範圍內之利 益。

本公司同意在有意外損失或損毀時,本公司會付予受抵人或轉讓人範圍內之利益。抵押貸款人或受 保物業擁有人之任何行動或疏忽或在受保樓宇內外之工作而令風險增加,在受抵人或轉讓人不知道 的情況下,屬於受抵人或轉讓人利益範圍內之保險將不會因此失效。當受抵人或轉讓人知道擁有權 已改變、改建或其危險因素增加,受抵人或轉讓人應儘快將所知之改變、改建、增加通知本公司及 付予從這風險開始增加時,本公司要求之適當附加保費。

本公司同時同意隨時付予受抵人或轉讓人在本保單所投保之意外損失或損毀之金額而其對抵押貸款人或擁有人所享有要求負責之權利隨即消失。與此同時本公司將合法地取代其位置。受抵人或轉讓人須根據本公司的要求,合理地執行一切行動、契據,轉讓、轉讓契約、文書和有關的行動,從而使本公司能有效地接收其代位權。但上述代位權的改變,將不會對受抵人或轉讓人索取全部的賠償有所影響。

本條款將不會在任何途徑對本公司、抵押貸款人、或受保物業擁有人構成或認為構成任何豁免、損害或影響本公司對受抵押貸款人或受保物業擁有人之權利或減輕加於抵押貸款人或受保物業擁有人在保單上或法律上之責任。上述權利、責任對本公司、抵押貸款人或受保物業擁有人將會維持全部之效力和影響。

## 第三部份 - 一般不承保項目(此不受保事項適用於整份保單)

- 1. 本公司無須對以下項目負責:
  - (1)因以下原因直接或間接導致的任何意外、損失、毀壞、支出、責任及身體損傷:(i).戰爭、侵略、外敵入侵、戰亂、戰爭(不論是否已宣戰)或內戰;
    - (ii). 叛變、暴動、軍事或民事反叛、起義、革命、軍事或篡奪、軍法或圍困狀態或任何上述事項或原因而導致宣布或實施戒嚴令或圍困狀態。
  - (2) 有關住所所在國家或地方,不論在法律上或事實上之政府或公職、市政或地區當局下令 對受保財產之充公、強迫徵用、收回、毀壞或毀壞而產生或因而產生或直接或間接導致 的任何意外、損失、毀壞、支出、責任或身體損傷;
  - (3)因以下情況產生或透過以下情況出現或直接或間接由以下情況導致的任何意外、損失、 毀壞、支出、責任及身體損傷;
    - (i) 核武器物質;
    - (ii)由任何核子燃料或由核子燃料因燃燒產生之任何核子廢物引致電離、輻射或輻射污染,燃燒一詞須包括核子分裂之任何自發程序,但只在本條款一般不承保項目(3)(ii)條款內適用;
  - (4) 任何類別的後果損失或損毀,除非本保單內註明;
  - (5) 任何直接或間接引起無法解釋或神秘失蹤的損失或損毀或任何自招的損失或損毀;
  - (6) 因任何居住或合法地居住於住所的人士的滋擾,故意、惡意、非法或遺漏行為或蓄意疏 忽,直接或間接引起或因而產生之任何意外、損失、毀壞、支出、責任或身體損傷;
  - (7) 因任何飛機及其他航空裝置以壓力音波或超音波飛行所引致的意外、損失、毀壞、支出、

責任或身體損傷;

- (8) 此保單賠償限額表內的自負額;
- (9)任何直接或間接因石棉或含有任何形式或數量石棉之物質引致的損失的索償,導致實際 或聲稱的法律責任;
- (10) 蓄意身體自殘或自殺(不論神志清醒與否)或任何企圖威脅;
- (11) 因分娩、懷孕、流產、墮胎及一切有關併發症,不論是否因意外引致或促使發生;
- (12) 酒精中毒、鎮靜劑或非註冊醫生處方購買的藥物,與酗酒或濫藥的治療;
- (13) 後天免疫力缺乏症(愛滋病)或其併發症,不論其導致原因或其命名;
- (14) 由本公司收到投保人書面索償通知確認任何人士在任何地方或環境下因「預防及控制疾 病條例」(第599章)首頁所列的傳染病直接或間接引致的死亡或身體損傷。
- 本部份索償並不適用於非第一時間由香港特別行政區具法律管轄權之法庭所頒布或自該 等法庭所取得的判決。

(在本公司指稱任何意外、損失、毀壞、支出、責任及身體損傷因一般不承保項目規定而不受保單保障之任何法律行動、訴訟或其他程序中,對該等意外、損失、毀壞、支出、責任及身體損傷乃在受保之列之舉證責任由投保人承擔。)

# 第四部份 - 終止保單

1. 由投保人终止

倘若不曾在某保單年度內就本保單提出任何索償或獲支付賠償,投保人可於保險期內以書面 通知本公司終止保單。有關終止生效日為本公司接獲有關通知當日或按通知書列明的日子, 以較後者為準:

- (1) 保費以月繳支付:所有保費將不獲退還。
- (2)保費以12個月分期支付: 投保人須根據以下項目的「最低保費表」向本公司支付已繳每月保費之總數與此保單最低保費的差額。

已受保期(不超過)	最低保費 (根據每年保費乘以相關之百份比計算)
4 個月	50%
5 個月	60%
6個月	70%
7個月	80%
8 個月	80%
超過8個月	100%

# (3) 保費以年繳支付

所有在某保單年度已繳付的年繳保費將按以下比例退還:

已受保期(不超過)	退還保費
4個月	50%
5個月	40%

6個月	30%
7個月	20%
8個月	20%
超過8個月	0%

就選用項目(2)或(3)付款方式,倘若曾在某保單年度內就本保單提出任何索償或獲支付賠償, 投保人需要向本公司支付100%的全年保費作為最低保費。

# 2. 由本公司终止

- (1)若投保人及/或其家人在任何時候未能履行本保單的條款或未能本著絕對真誠行事,本公司有權隨時終止本保單或更改本保單的條款。
- (2)本公司可向投保人以書面發出7日通知以終止本保單。該通知將送出或郵寄至投保人最後通知地址。i)就以月繳付款的保單而言,保單將於該通知書發出後翌月的保費到期日終止;ii)就以分期或年繳付款的保單而言,保單將於該通知書發出後7日終止。若投保人以年繳模式,而某保單年度內就本保單沒有提出任何索償或或獲支付賠償,可獲得按比例退回尚未屆滿該保單年度的保費(按上述第四部份-終止保單項目 1(3)年繳退費表)。

## 3. 由於未繳保費而終止

投保人如未能支付所須首期保費,本保單將由承保表所載的保單起保日起作廢。若投保人的一 期或以上保費已付訖,任何其後未繳保費,本保單將由該應付保費到期日起終止。

# 第五部份 保費

- 1. 投保人在繳交保費後,本保單方可生效。
- 若以月繳繳交保費,本公司將於首月收取3個月預繳保費,並於第4個月起按月收取每月保費。
   除非在接獲保單後15日審閱期內取消保單,而該期間沒有任何索償或獲支付賠償,否則所有 預繳保費將不獲退還。
- 3. 保費需按承保表、批單或備忘錄上所列繳付,保費亦需在保單起保日時及
  - (1) 若以年繳或分期付款,其後每個保單年度的保單期滿日時繳交全年保費;或
  - (2) 若以月繳付款,其後每月的同一日繳交當月保費。
- 若要求更改保單的保費付款模式,投保人須於保單期滿日前最少30日向本公司作出書面通知, 有關更改只會在來年續保的保單年度的首天開始生效。

# 第六部份 - 續保

根據本保單第四部份,

- 若投保人(1)以月繳付款而在每月保費到期日或(2)以年繳或分期付款而在每一個續保保單年度,繳交所須的續保保費,本保單將繼續生效,直至該保單年度的保單期滿日為止。
- 本保單將於投保人繳付保費時自動續保,除非投保人於來年保單年度續保前接獲本公司更改保 單條款或取消保單的書面通知。
- 本公司保留於保單每年續保之到期日時終止本計劃或修改本保單之保障、保費及其他條款及細則的權利。若本公司決定停止提供本計劃,本公司將同時為受保人提供另一個可供選擇的保險

計劃。

4. 保障利益架構修訂

本公司將保留不時修訂本保單之保障利益架構的權利。本公司應於保險期完結前不少於三十 (30)天以書面形式通知投保人有關修訂並列明經修訂的承保表、賠償限額表、新保費及其 生效日期。除非投保人以書面拒絕有關修訂,否則經修訂的承保表、賠償限額表及新保費應 於所定明的日期生效。若投保人以書面拒絕有關修訂,本保單會於該通知日期後的第一個保 費到期日自動終止。於每次修訂後,本公司應發出有關批單,並附隨經修訂的承保表及賠償 限額表一併發出。

# 第七部份 - 轉換保障計劃

投保人在本保單的每個保單年度的保單期滿日 30 日前,可向本公司發出書面申請轉換"第二部份 第 1 章 - 家居財物"的保障計劃。經本公司批核後,新保障計劃及保費將於最新的續保保單年度 的首日開始生效。

# 第八部份 - 索償條款 (適用於所有第二部份 - 保障範圍的每一章,於個別章節內特別聲明的除外)

- 倘若發生任何事故以致可能根據本保單提出索償,投保人及/或其家人及/或家傭
  - (1) 應該在發生事故後,盡速以書面通知本公司;
  - (2) 若遇有爆竊、偷竊、行劫或任何此等企圖,必須立即通知警方;
  - (3) 自費盡速向本公司提供書面詳情,在任何情況下不得遲於有關意外損失或損毀發生後 30天;投保人及/或其家人及/或家傭須於調查或評估索償的過程中提供充分合作;
  - (4) 若依第二部份(第2章及第6章的附加保障項目C-法律責任)或(第4章-家傭)索償,則 須立即送交本公司任何由投保人及/或其家人及/或家傭接獲或針對投保人及/或其家人 及/或家傭而發出的告票、傳票或其他已展開的法律程序,並在本公司任何時候的要求 下,投保人及/或其家人及/或家傭自費提供所有必須資料及協助,以便本公司了結、 拒賠任何索償或發起訴訟程序;
  - (5) 在未得本公司書面同意前,不應支付任何費用補救任何意外損失或損毀,亦不得就任 何索償進行商議、支付、了結、承認或否認責任;
  - (6) 應自費向本公司提供所有由本公司合理要求的有關記錄、賬目、簿冊或文件或其他類 似資料或由註冊醫生發出的醫療報告作調查及核證索償之用;
  - (7) 若投保人及/或其家人身故,應自費向本公司提供死亡報告。
- 2. 本公司有權:
  - (1) 於發生任何在第二部份-第1章下承保之任何意外損失或損毀時,在不承擔任何責任或 不減少本公司在本保單給與之權利下進入發生該等損失或損毀之建築物內帶走及保管 受保之財物,並以一切合理的方式或方法處理該財物,但受保人不能因而將任何已接 管或未接管之財物遺棄予本公司;
  - (2) 以投保人及/或家人及/或家傭名義承擔全面處理、控制及結束任何由第三者就本保單保障之任何責任,向投保人及/或家人及/或家傭提出的訴訟;
  - (3) 為保障本公司的利益,由本公司自費但以投保人及/或家屬及/或家傭之名義,就任何 受本保單保障之事採取訴訟行動向任何由第三者追回補償或取得賠償;及

- (4) 在任何時間根據第二部份(第2章-法律責任)及(第4章-家傭)之責任限額或可以 解決索賠之較小數額付款給投保人,而在付款後放棄與該章有關之所有索償之處理及 控制及結束及不再負任何責任,惟在付款日前經本公司書面同意之索償或多項索償費 用及支出則屬例外。
- 如發生任何事件導致出現由本保單賠償之任何意外損失、毀壞、支出或責任時,亦存在任何其 他與該等損失、毀壞、支出或責任或任何部份有關之保險,本公司僅負擔不超過按比例應分擔 之責任。

# 第九部份 - 一般保單條文

#### 1. 解釋

本保單應與其承保表、備忘錄及批單一併閱讀,而本保單、其承保表、備忘錄或批單任何部 份內之任何字詞或字句如帶有特定解釋,在任何情況下出現都視作帶有此種解釋。如中、英 文版本有任何歧異,概以英文版本為準。

# 2. 完整合約及修改

本保單包括承保表、保險證、賠償限額表、批單、備忘錄、附錄與修訂(如有),將構成雙 方之間的完整合約。除經本公司批准,並得批單和修訂本為證,否則本保單的任何修改均屬 無效。本公司將保留對所有本保單作核保、修改條款及/或調整保費及最高賠償額的權利。

#### 3. 遵循條款

投保人及/或其家人及/或家傭,及/或任何投保人及/或其家人及/或家傭的代表完全遵 守及履行保單所載條件,是為本公司在保單的任何賠償責任的先決條件。

# 4. 合理預防措施

投保人及/或其家人及/或家傭須履行合理的預防措施:

- (1) 保持家居及/或建築物於妥善維修狀況;
- (2) 避免意外、身體損傷、損失或損毀;
- (3) 避免招致責任;
- (4) 履行法律或有關當局所定之「義務及規例」;及
- (5) 挑選及監管稱職之家傭。

#### 5. 利益喪失

就本保單提出之索償如在任何方面有欺詐,或就索償作出虛假聲明,或投保人及/或其家人 及/或家傭及/或其代表利用任何欺詐手法或方式在本保單下取得任何利益;或意外損失或毀 壞是由於投保人及/或其家人及/或家傭故意或縱容行為所致;或索償被拒後3個月內並未有 任何起訴行動、或(據本保單此部份第11項條款,仲裁行動進行中)由仲裁人或公斷人作出 裁決起計3個月內並未有任何起訴行動,投保人於本保單所有利益均會喪失。

#### 時間限制

本公司對於任何由意外引致的損失或損毀起計超過12個月的索償概不負責,除非該項索償 正處於訴訟或仲裁的狀況。

## 7. 投保人權益不可轉移

除非另有註明,否則本保單一切權利均只為投保人擁有。此外,本公司將不受制於投保人權 益轉移,除非因死亡或因法律的實施及本公司發出批單證明此保險仍然有效。雖然本公司承 擔附加受保人的財物責任,但本保單賠償的權益仍然歸於投保人擁有。目的是所有索償均須 由投保人代替其他受保人申報,投保人所簽定的收據將視為本公司完全履行所有因是次損失 的法律責任。

#### 8. 退回保單的權利

倘若投保人基於任何原因不滿意本保單,可在保單起保日起計 15 日內將整套保單包括全球 緊急支援熱線卡退回本公司。如在此段時間內無任何索償或賠償紀錄,已繳付予本公司的保 費將全數退還。在此情況下,本保單將視為由保單起保日即無效,而本公司亦毋須支付任何 索償。

#### 9. 保單復效

若本保單基於任何原因而終止,其後遞交的投保書,如獲本公司接納及批准,本保單便得復效。經復效的保單只提供在復效日後因意外損失或損毀的保障。

#### 10. 風險改變

如有以下任何更改,本保單可被作廢,除非該等更改已得本公司之書面同意:

- (1)居住的住所及/或建築物內之財產,實質上增加損失、毀壞、責任、意外或身體損傷之風險;或
- (2) 投保人及/或其家人及/或家傭之利益終止,因法律的實施除外。

## 11. 仲裁

所有因本保單而引起之歧見須根據仲裁條例(及不時之修訂)作出決定。若然雙方對委任一名 仲裁人不能達成協議,則有關選擇需交由香港國際仲裁中心之主席作出決定,在這裏明確申 明,取得仲裁裁決為任何有關本保單之訴訟權利或官司之先決條件。若然本公司對投保人及 /或家人及/或家傭就任何依本保單提出之索償表示無須負責,而該索償又未在作出拒賠日後 12個月內轉交仲裁,則無論如何,該索償將被視作已被放棄,而此後亦不得再追討。

#### 12. 保證

茲保證任何時間有關住所空置無人看管時,所有鎖、螺栓及其他本公司要求裝嵌於住所內之 保安裝置,包括任何保安措施,都全面有效運作。

## 13. 法律及司法管轄權

本保單在所有方面均受香港特別行政區法律管限,並按香港特別行政區法律釋義。對於本保 單有關的任何事項所產生的爭議、索償或法律訴訟,香港特別行政區法院將具有唯一和獨有 的司法管轄權。

## 14. 利息

本保單支付的保障均不帶利息。

#### 15. 錯誤與遺漏

整理記錄時的文書錯誤不應使在其他方面均有效的保障項目失效,亦不會使在其他方面均已 有效地終止的保障項目繼續有效。若受保人的年齡或出生日期或其他有關資料無意中報錯, 以致影響賠償或保障範圍或本保單任何條款,則本公司將按真實的年齡及資料來決定是否就 本保單的條款給予賠償,並決定賠償額。若本公司認為應按本保單支付賠償,則絕對有權酌 情調整保費。

# 以下條款及/或批單均視作此保單的一部份

# 資訊科技澄清條款

此保單所保障的財產損壞須指財產本體的實質損壞。

財產本體的實質損壞並不包括數據或軟件的損壞,尤其是由於原本結構遭删除、破壞或變形,以致 數據、軟件或電腦程式發生任何不利的改變。

因此,下列事項排除於此保單的保障範圍以外:

- 數據或軟件的損失或損毀,尤其是由於原本結構遭刪除、破壞或變形,以致數據、軟件或電 腦程式發生任何不利的改變,及由於該等的損失或損毀而導致的任何商業停頓損失。雖然有 此除外責任,因財產本體受保障的實質損壞,而直接導致的數據或軟件損失或損毀,將會受 到保障。
- 由於數據、軟件或電腦程式的功能、可用性、使用範圍或可讀取性受損,而導致損失或損毀, 以及因該等損失或損毀而導致的任何商業停頓損失。

# 恐怖主義除外責任批單(不適用於第二部份第4章 - 家傭, "第4章內的恐怖襲擊條款")

不論此保單內容及其任何批單當中含有任何相反條款,現特同意,此保障並不包括由恐怖主義活動 直接或間接所導致、引起,或與之有關的任何性質損失、損壞、費用或支出,不論是否同時受任何 其他原因或事件影響,或與該項損失以任何次序接續發生。

就此批單而言,恐怖主義活動指任何人士或團體,不論單獨行事或代表或與任何組織或政府一併行 事,所採取的一項行動,包括但不限於使用武力或暴力,或以作為威脅,以達到政治、宗教、意識 形態或類似目的,包括意圖影響任何政府,以及令公衆人士或其任何部份感到惶恐。

此批單亦排除為了控制、阻止、鎮壓,或以任何恐怖主義活動方式所採取的行動,而直接或間接所導致、引起,或與之有關的任何性質損失、損壞、費用或支出。

倘若本公司聲稱基於本除外責任,本保單不保障任何損失、損壞、費用或支出,提出任何相反舉證 的責任須由投保人承擔。

倘若此批單的任何部份被證實為失效或無法履行,其餘部份仍須保持全面生效及有效。

## 恐怖主義涉及污染及爆炸品的除外責任條款

不論是否同時受任何其他原因或事件影響,此保單不包括任何因恐怖主義活動直接或間接產生的: 1. 生物或化學污染;

2. 導彈、炸彈、手榴彈、爆炸品;

而導致之損失、損壞或費用支出。

就此批單而言,恐怖主義活動指任何人士或團體,不論單獨行事或代表或與任何組織或政府一併行 事,所採取的一項行動,包括但不限於使用武力或暴力,或以作為威脅,以達到政治、宗教、意識 形態或類似目的,包括意圖影響任何政府,以及令公衆人士或其任何部份感到惶恐。

就"污染"而言指由於化學及/或生物物質的影響而導致的污染、毒害、或妨礙及/或限制物品的使用。

倘若本公司聲稱基於本除外責任,本保單不保障任何損失、損壞、費用或支出,提出任何相反舉證的責任須由投保人承擔。

# 第三者權利條款

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) 強制執行本保單的任何條款。

# 附設:24小時家居支援服務 - 條款及細則

本公司與國際救援(亞洲)公司(以下稱為"國際救援")洽商為投保人及/或其受保家人在本保 單有效期內提供下述的24小時家居支援服務:

#### 1. 電力故障維修

投保人住所的電力系統(包括總箱或由總箱所伸延的牆上電力開關發生問題)發生問題,支援 服務安排合格的技師上門提供維修服務。

# 2. 渠務修理

投保人住所的渠務系統出現問題,包括去水渠淤塞,水管爆裂,支援服務安排合格水喉匠上 門服務。

# 3. 開鎖

投保人及/或其受保家人被意外地反鎖其住所大門外,支援服務安排可靠鎖匠上門開啟大門 門鎖。

#### 4. 一般維修

支援服務依照實際情況為投保人及/或其受保家人安排家庭電器維修和窗戶修補。

## 5. 轉介褓母或看護

按投保人及/或其受保家人的要求,可轉介褓母或家傭或註冊看護照顧兒童或家庭成員。註 冊看護按投保人及/或其受保家人的要求,亦可到達投保人的住所照顧任何有需要的指定人 士。

## 6. 轉介臨時家傭

按投保人及/或其受保家人的要求,可安排僱用香港傭工

## 7. 轉介滅蟲或家居清潔公司

按投保人及/或其受保家人的要求,可轉介滅蟲公司或介紹專責家居清潔的公司協助滅蟲及 清潔家居。

國際救援將不負責因罷工、戰爭、敵國入侵、武裝衝突(不論是否正式宣戰)、內戰、內亂、叛亂、 恐怖行動、政變、暴動、群眾騷擾、政治或行政干預、輻射或自然災難等的不可抗力事項或不可 歸責於國際救援之事由所導致救助行動延誤、無法提供或進行而產生的任何責任。

所有上述由國際救援轉介的服務乃由投保人及/或家人自費及自行選擇採用與否,國際救援對於採 用這服務引至的損失概不負責。

如欲使用上述服務,請致電24小時家居支援熱線 2861 9235 及道出您的保單號碼。

# 注意:儘管本文另有規定,當本保單被取消或更改時,本公司所收取之最低保費將由本公司決定。

# 收集個人資料聲明

您提供的資料,為中銀集團保險有限公司("本公司")提供保險業務所需,並可能使用於下列目的:

- (i) 處理及審批您的保險申請或您將來提交的保險申請;
- (ii) 執行您保單的行政工作及提供與您保單相關的服務;
- (iii) 分析或調查、處理及支付您保單有關的索償;
- (iv) 發出繳交保費通知及向您收取保費及欠款;
- (v) 任何與保險有關的產品或服務的任何更改、變更、取消或續期;
- (vi) 就以上用途聯絡您;
- (vii) 本公司行使任何代位權;
- (viii) 其它與上述用途有直接關係的附帶用途;及
- (ix) 遵循適用法律,條例及業内守則及指引。

本公司亦可因應上述用途將您的個人資料移轉予下列各方:

- (a) 就上述用途,向本公司提供行政、通訊、電腦、付款、保安及其它服務的第三方代理、承包商 及顧問(包括:醫療服務供應商、緊急救援服務供應商、電話促銷商、郵寄及印刷服務商、資 訊科技服務供應商及數據處理服務商);
- (b) 處理索賠個案的理賠師、理賠調查員及醫療顧問;
- (C) 追討欠款的收數公司或索償代理;
- (d) 保險資料服務公司及信貸資料服務公司;
- (e) 再保公司及再保經紀;
- (f) 您的保險經紀(若有);
- (g) 本公司的法律及專業業務顧問;
- (h) 本公司的關連公司(以《公司條例》內的定義為準);
- (i) 現存或不時成立的任何保險公司協會或聯會或類同組織(「聯會」)及其會員,以達到任何上述 或有關目的,或以便「聯會」執行其監管職能,或其他基於保險業或任何「聯會」會員的利益 而不時在合理要求下賦予「聯會」的職能;
- (j) 透過「聯會」移轉予任何「聯會」的會員,以達到任何上述或有關目的;
- (k) 任何有關的公司,或任何其他從事與保險或再保險業務有關的公司,或與保險業務有關的中介 人或索償或調查或其他服務提供者,以達到任何上述或有關目的;
- (1) 保險索償投訴局及同類的保險業機構;及
- (m) 法例要求或許可的政府機關。

您在此授權本公司可向「聯會」從保險業內收集的資料中查閱及/或核對您任何資料。

此外,經您同意,本公司可能會以其它方式使用及披露您的個人資料。

您有權查閱及要求更正由本公司持有有關您的個人資料。如有需要,可向本公司法律與合規部提出 (電話:2867 0888,傳真:3906 9939)。

# 使用資料作直接促銷

在取得您的有關書面同意下(包括您不反對之表示),本公司擬使用您的資料作直接促銷。本公司會 遵從條例內有關直接促銷的規定。請注意以下:

- (1)本公司持有您的姓名、聯絡詳情、產品及服務組合信息及統計資料可不時被本公司用於直接促 銷;
- (2) 以下服務類別可作推廣:
  - (i) 財務、保險及相關服務和產品;
  - (ii) 獎賞、年資獎勵或優惠計劃及相關服務和產品;
  - (iii) 本公司的聯名合作夥伴提供之服務和產品(有關服務和產品的申請表上會提供聯名合作 夥伴的名稱(視屬何情況而定));及
  - (iv) 為慈善及或非牟利的目的之捐款及資助;
- (3) 上述服務、產品及標的可由本公司及/或下述人士提供或(如涉及捐款及資助)募捐:
  - (i) 本公司或中銀香港(控股)有限公司或其附屬公司之任何成員;
  - (ii) 第三方獎賞、年資獎勵、聯名合作及優惠計劃供應商;
  - (iii) 本公司及本集團之聯名合作夥伴(有關服務和產品的申請表上會提供聯名合作夥伴的名稱(視屬何情況而定));及
  - (iv) 慈善或非牟利組織;
- (4)除本公司推廣上述服務、產品及標的外,本公司同時擬提供列明於上述第(1)段之資料至上述 第(3)段的所有或其中任何人士,該等人士藉以用於推廣上述服務、產品及標的,並本公司須 為此目的取得您的同意(其中包您不反對之表示);

若您不同意本公司使用或提供其資料予其他人士,藉以用於以上所述之直接促銷,您應通知本公司 法律與合規部(電話:2867 0888, 傳真:3906 9939)以行使其不同意此安排的權利。

## 註:此保單中文譯本只供參考之用。如中、英文版本有任何歧異,概以英文版本為準。

# 賠償限額表

家居財物保障<sup>1</sup>(第1至第3章如載於承保表內方可生效)

ĸ	保障項目及承保範圍	賠償限額(Ш\$)			自負額	
ρ μ			計劃2	計劃3	(HK\$)	
	家居財物	<b>b</b> <sup>2</sup>	300, 000	600, 000	1,000,000	水損索償:50
	全險保	障,範圍包括因爆炸、火	/每宗事故	/每宗事故	/每宗事故	或損失額之
	災、爆	水管、爆竊、惡意破壞、水	(30,000/每項)	(60,000/每項)	(100,000/每項)	10%,以較高者
	浸、颱	風、山泥傾瀉、下陷或其他				為準;其它原[
	意外而	導致家居財物損毀				引致索償:50
	■ 貴	重物品	100,000/每年	150,000/每年	250,000/每年	
			(6,000/每項)	(10,000/每項)	(15,000/每項)	
	■ 易~	碎物品	5,000/每項	8,000/每項	10,000/每項	
	於颱風	或暴雨的季節期間 <sup>3</sup> ,【項目				
	1-家)	居財物】及貴重財物的最高				
	賠償限	額將調整如下:				
	■ 家/	居財物	360,000	720,000	1,200,000	
			/每宗事故	/每宗事故	/每宗事故	
	■ 貴	重物品	120,000/每年	180,000/每年	300,000/每年	
	家居財	物附加保障:				
	A. 室)	內裝修/翻新工程	(60,000 裝修金額)	(120,000 裝修金額)	(200,000 裝修金	水損索償:50
					額)	或損失額之
	保障	障在住所進行室內裝修、翻	(3,000/每項)	(6,000/每項)	(10,000/每項)	10%,以較高者
	新	工程期內,承辦商因受保意				為準;其它原]
	外市	而導致家居財物損毀。工程				引致索償:50
	必须	須於連續兩個月內完成,及				
	有	關費用亦不可超過所選擇				
	投付	保計劃內的裝修金額。				
	B. 家	居搬遷	300, 000	600, 000	1,000,000	1,000
	保	障住所内的家居財物透過	/每宗事故	/每宗事故	/每宗事故	
	專	業搬運公司搬至香港特別	(30,000/每項)	(60,000/每項)	(100,000/每項)	
	行	政區境內投保人的另一新				
	居	,而在搬遷途中因受保意外				
	而	導致的損毀。				
	C. 臨	時住所/損失租金	20,000	30,000	50,000	
	保	障住所因受保意外损毁不	/每宗事故	/每宗事故	/每宗事故	
	能	居住,須另租住臨時住所之	(800/每日)	(1,000/每日)	(1,500/每日)	
	費)	用或引致的租金損失。				

	D.	短暫搬遷 保障住所的家居財物,在香港 特別行政區境內進行專業清 洗、修理或翻新時,在臨時寄 存的地方因受保意外而導致 的損毀。(存放期不可超過180 天)	25,000/每宗事故	50,000/每宗事故	80,000/每宗事故	
]	E.	<b>個人物品</b> 保障投保人及/或其家人隨身 攜帶的個人物品及貴重物品 於世界各地遭意外損失或損 毀。	6,000/毎年 (5,000/毎項)	11,000/毎年 (5,500/毎項)	21,000/每年 (7,000/每項)	500
		更保障住所被爆竊引致家傭 的個人物品遭意外損失或損 毀。 (不包括手提電話、眼鏡、現金)	5,000/每年 (2,500/每項)	10,000/每年 (3,000/毎項)	15,000/每年 (4,500/毎項)	500
]	F.	<b>現金損失</b> 保障因住所被爆竊或行劫而 引致現金損失。	1,500/每宗事故	3,500/每宗事故	3,500/每宗事故	
(	G.	<b>補領個人文件</b> 保障因住所被爆竊或行劫而 補領損失或損毀的個人文件 之所需費用,包括護照、駕駛 執照、香港身份證或其他旅行 證件等。	1,500/每宗事故	3,500/每宗事故	3,500/每宗事故	
]	H.	信用卡被盜用損失 保障因住所被爆竊或行劫而 引致信用卡被盜用的損失。	2,000/每宗事故	3,000/每宗事故	4,000/每宗事故	
	I.	更換窗戶、門鎖及門匙 保障因住所被爆竊而需更換 窗戶、門鎖及門匙的合理費 用。	1,500/每宗事故	2,500/每宗事故	3,500/每宗事故	
	J.	<b>清理廢物</b> 保障因受保意外發生後,必須 清理有關廢物的實際費用。	2,500/每宗事故	5,000/每宗事故	8,000/每宗事故	
]	K.	<b>凍品損壞</b> 保障因雪櫃意外損壞及/或電 力供應故障引致雪櫃內的食 物及飲品變壞,而須替換的費	1,000/每宗事故	2,000/每宗事故	3,000/每宗事故	200

	用。				
2.	法律責任	5, 000, 000	6, 000, 000	10, 000, 000	
	保障投保人及/或其家人於住所內	/每宗事故/每年	/每宗事故/每年	/每宗事故/每年	
	以下列身份因疏忽導致第三者身				
	體損傷或財物損毀,而負上的法律				
	責任:				
	(1) 住所的住客,或				
	(2) 住所的業主				
	延伸保障:				
	A. 業權人責任:	5,000,000	6,000,000	10, 000, 000	
	(A1) 若投保人為住客但不是	/每宗事故/每年	/每宗事故/每年	/每宗事故/每年	
	業主,延伸保障業主純				
	粹因佔用該住所的投保				
	人及/或其家人所引致				
	而需負上的法律責任。				
	在保险期内投保的住所				
	必須由業主以公司及/				
	或公司董事名義持有及				
	提供予被僱用的投保人				
	居住。				
	(A2)延伸保障業主投保的住				
	所大廈公眾地方因大廈				
	業主立案法團及/或物				
	業管理公司及/或業主				
	疏忽導致第三者身體損				
	傷或財物損毀,而業主				
	需負上的法律責任。				
	B. 全球個人責任:延伸保障投保	1,000,000	1,000,000	1,000,000	
	人及/或其家人在投保住所以	/每宗事故/每年	/每宗事故/每年	/每宗事故/每年	
	外地方或離港作短暫旅遊(不				
	超過30天)因疏忽導致第三者				
	身體損傷或財物損毀,而負上				
	的法律责任。				
	C. 家傭責任:延伸保障投保人的	200,000	400,000	600,000	
	家傭在受僱的工作期間因疏	/每宗事故/每年	/每宗事故/每年	/每宗事故/每年	
	忽導致第三者身體損傷或財				
	物損毀,而負上的法律責任。				
	(上述章節 2-法律責任合計的賠償				
	總額將不超過投保計劃的最高賠償				
	限額)				

3.	人身意外	150,000/毎年	200,000/每年	300,000/每年	
	保障住所因意外引致火災或被爆竊	(50,000/每人)	(100,000/每人)	(100,000/每人)	
	而導致投保人及/或其家人死亡或				
	永久完全傷殘。				

【家居財物保障】備註:

- 投保人將投保的家居住所作出租用途:本公司只會為"投保人"提供下列"保障項目及承保範圍",其家人不會獲 得本保單任何賠償。
  - 1.1 保障只屬於投保人擁有及放置於住所內的家居財物,但不包括【章節1-家居財物】的貴重物品及易碎物品 保障;
  - 1.2 【家居財物附加保障,項目C-損失租金及項目J-清理廢物】;
  - 1.3 【章節2-法律責任】。
- 【章節 1 家居財物】的每宗意外最高賠償限額: "計劃 1"將不超過 HK\$300,000; "計劃 2"將不超過 HK\$600,000; "計劃 3"將不超過 HK\$1,000,000。
- 颱風或暴雨的季節是指每年7月至9月期間,並須在香港特別行政區內發生,而家居財物及貴重物品的損失或損毀 必須是直接由颱風或暴雨引致。

# 家居財物自選保障(第4至第5章如載於承保表內方可生效)

章節	承保範圍	賠 償 限 額(HK\$)	自負額(HK\$)
4.	家傭	100,000,000/每宗事故	
5.	全球個人物品附加保障	40,000/每年	500
	(不適用於家傭)	每項物件的最高賠償限額與所投保	
		計劃的【章節1附加保障,項目E-	
		<b>個人物品</b> 】保額相同	

# 樓宇保障(此章節如載於承保表內方可生效)

章節	承保範圍	賠 償 限 額(HK\$)	自負額(HK\$)
6.	樓宇	列於承保表內	200
	保障樓宇因意外引致的損失		
	章節 6 的額外保障 <sup>4</sup> :		
	(若已投保章節1,以下四項額外保障將不適用)		
	1. 臨時住所/損失租金	<b>20,000/每宗事故</b> (800/每日)	
	2. 清理廢物	2,500/每宗事故	
	3. 法律責任	5,000,000/每宗事故/每年	
	保障投保人及/或其家人於住所內以下列身份因疏忽導		
	致第三者身體損傷或財物意外損失或損毀,而負上的法		
	律責任。		
	(1) 住所的住客,或		
	(2) 住所的業主		
	延伸保障:		

A.	業權人責任:	5,000,000/每宗事故/每年	
	(A1) 不適用。		
	(A2) 延伸保障業主投保的住所大廈公眾地方因大廈		
	業主立案法團及/或物業管理公司及/或業主疏		
	忽導致第三者身體損傷或財物損毀,而業主需		
	負上的法律責任。		
В.	全球個人責任:延伸保障投保人及/或其家人在住所	1,000,000/每宗事故/每年	
	以外或離開香港特別行政區作短暫旅遊不超過 30 日		
	因疏忽導致第三者身體損傷或財物意外損失或損		
	毁,而負上的法律責任。		
С.	家傭責任:延伸保障家傭在受僱的工作期間因疏忽導	200,000/每宗事故/每年	
	致第三者身體損傷或財物意外損失或損毀,而負上的		
	法律責任。		
(上述1	項目 3 - 法律責任合計的賠償總額將不超過投保計劃		
的最高	賠償限額)		
4. 人身	意外	<b>150,000/每年</b> (50,000/每人)	

# 【樓宇保障】備註:

- 投保人將投保的家居住所作出租用途:本公司只會為"投保人"提供下列"保障項目及承保範圍",其家人不會獲 得本保單任何賠償。
  - (4.1) [項目1 損失租金]
  - (4.2) [項目2 清理廢物]
  - (4.3) [項目3-法律責任]



#### THE FOLLOWING ENDORSEMENT SHALL FORM AN INTEGRAL PART OF THIS POLICY

#### SANCTIONS LIMITATION AND EXCLUSION CLAUSE (LMA 3100)

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

# 以下批單視作此保單的一部份

## 制裁限制及除外條款(LMA3100)

保險人(再保險人)不得提供承保及支付任何賠款或提供任何利益給下述,依據聯 合國決議有關制裁、禁令或限制之國家,或經歐盟、英國或美國所作貿易或經濟制 裁、法律或規範之國家。