



Asia Superior Home INSURANCE

INSURING CLAUSE

The Insurance Proposal Form and/or Declaration signed by the Insured together with any information supplied by or on behalf of the Insured is the basis of this Policy. In consideration of the payment of the Premium specified in the Schedule the Company undertakes and agrees, subject to the terms exclusions and conditions specified in this Policy, to indemnify the Insured to the extent and in the manner hereinafter provided in the respective Insurance Sections specified to be operative in the Schedule in respect of events occurring during the Period of Insurance specified in the Schedule provided that this Policy shall not be in force unless it has been signed in the Schedule by an authorised person.

The coverage under each Section is stated in the relevant parts of the Policy. Additional to the Special Definitions Exclusions and Conditions applicable to the individual Sections, insurance coverage in respect of all Sections is further subject to General Definitions General Exclusions and General Conditions.

GENERAL DEFINITIONS (applicable to all Sections)

For the purposes of this Policy:

- (1) **"Building"** means the structural part of the Home including but not limited to fabric walls and the paint thereon, flooring, gates, doors with frames, windows with frames, permanent fixtures and fittings permanently installed on the structural parts of the Home, foundations and drains.
- (2) **"Company"** means Asia Insurance Co., Ltd.
- (3) **"Contents"** means furniture, household goods and appliances, personal possessions (excluding Money and domestic animals), clothing, Valuables, and fixtures and fittings in the Home (excluding landlord's fixtures & fittings and any improvement and/or betterment to the Building), the property of the Insured or of any member of the Insured's Family, or for which the Insured is legally responsible.
- (4) **"Domestic Helper"** means any person in the immediate remunerated employ of the Insured to provide domestic assistance to the Insured at the Home, excluding driver and postnatal care helper.
- (5) **"Excess"** shall mean the first part of a claim which the Insured must pay as he is not insured for this amount.
- (6) **"Home"** means the private dwelling in Hong Kong exclusively occupied by the Insured and the Insured's Family located at the Situation specified in the Schedule.
- (7) **"Hong Kong"** means the Hong Kong Special Administrative Region of the People's Republic of China.
- (8) **"Insured"** means the person or persons so specified in the Schedule in whose name and for whose benefit this Policy is issued.
- (9) **"Insured's Family"** means members of the Insured's family, including only spouse, children, parents and siblings permanently living in the Home with the Insured.
- (10) **"Any One Loss Occurrence"** means one occurrence or all occurrences of a series arising out of or attributable to one source or original cause.
- (11) **"Maximum Limit"** means the amount of each of the benefits covered under this Policy as stated in the Table of Benefits.
- (12) **"Registered Medical Practitioner"** shall mean a practitioner of western medicine duly registered under the Medical Registration Ordinance (Cap. 161 of the Laws of Hong Kong) and is legally qualified to render medical or surgical services in Hong Kong, but excluding a Registered Medical Practitioner who is the Insured, business partner(s) or employer/employee of the Insured or a member of the Insured's Family.
- (13) **"Money"** means cash, currency notes, bank notes, negotiable instruments, postal stamps not forming part of a stamp collection, cheques, postal or money orders, and luncheon vouchers.
- (14) **"Period of Insurance"** means the period specified in the Schedule during which the Policy is operative.
- (15) **"Personal Documents"** means Hong Kong Identity Cards, Hong Kong Driving Licence, passports and Mainland Travel Permit for Hong Kong and Macao Residents (also known as Home Visit Permit).
- (16) **"Policy"** means this Insurance Policy the Schedule and any memoranda and endorsements contained herein or endorsed hereon which shall be read as one document and any word or expression to which a specific meaning has been assigned shall bear such meaning throughout.
- (17) **"Replacement Cost"** means the cost of repairing or replacing the insured property with new property of the same kind and quality without deduction for usage or depreciation.
- (18) **"Schedule"** means the typed sheets attached to this Policy which set out the details of the insurance contract and the Sections of the Policy that are operative. It forms a part of the Policy and should be read in conjunction with the Policy.
- (19) **"Situation"** means the location of the Home specified in the Schedule.
- (20) **"Table of Benefits"** means the table as shown under Benefits Provisions in this Policy stating the Maximum Limit of respective benefits payable in accordance to the type of plan.
- (21) **"Valuables"** means items composed of gold, silver, precious metals or precious stones, jewellery, watches, photographic equipment, furs, musical instruments, antiques, works-of-art, and other valuable articles.
- (22) In this Policy, unless the context otherwise requires, the singular includes the plural and vice versa and words and expressions importing the masculine gender also include the feminine and vice versa.

BENEFITS PROVISIONS

All benefits payable to the Insured pursuant to Sections 1 to 6 below are subject to the Maximum Limits and sub-limits as stated in the Table of Benefits for the plan stated on the Schedule or such other amounts specified in the Schedule, and the terms, conditions, exclusions and Excess of this Policy.

Table of Benefits

Insurance Coverage	Maximum Limit (HK\$)	
	Smart Plan	Excellence Plan
Section 1 – Home Contents "All Risks" Insurance		
Home Contents	\$1,200,000 per year	\$1,800,000 per year
a. Sub-limit for Valuables	\$300,000 per year	\$300,000 per year
b. Limit per item:		
• Home Contents (other than household appliances and domestic furniture, fixtures and fittings)	\$15,000	\$20,000
• Valuables	\$15,000	\$20,000
Extension to Insurance Coverage under Section 1		
(A) Building Betterment	\$200,000 per year	\$300,000 per year
• Limit for damage to Windows	\$10,000 per year	\$15,000 per year
(B) Alternative Accommodation	\$50,000 Any One Loss Occurrence \$1,500 per day	\$50,000 Any One Loss Occurrence \$2,000 per day
(C) Loss of or Damage to Personal Effects in the Insured's Workplace	\$5,000 Any One Loss Occurrence	\$5,000 Any One Loss Occurrence

Insurance Coverage		Maximum Limit (HK\$)	
		Smart Plan	Excellence Plan
(D)	Loss of Money, Unauthorised Use of Credit Cards and Loss of Personal Documents (1) & (2) Loss of Money and/or Credit Cards (3) Loss of Personal Documents	\$3,000 Any One Loss Occurrence \$2,000 Any One Loss Occurrence	\$3,000 Any One Loss Occurrence \$2,000 Any One Loss Occurrence
(E)	Loss of or Damage to Contents temporarily removed from the Home	\$50,000 Any One Loss Occurrence	\$50,000 Any One Loss Occurrence
(F)	Interior Alteration Works • Maximum Contract Value	\$100,000 Any One Loss Occurrence \$100,000	\$200,000 Any One Loss Occurrence \$200,000
(G)	Home Removal by Professional Mover	\$30,000 per year \$3,000 per item	\$50,000 per year \$5,000 per item
(H)	Damage to Refrigerated Food	\$3,000 Any One Loss Occurrence	\$5,000 Any One Loss Occurrence
(I)	Loss of or Damage to Wine	\$5,000 Any One Loss Occurrence \$500 per bottle	\$10,000 Any One Loss Occurrence \$1,000 per bottle
(J)	Loss of or Damage to Domestic Helper's Property	\$3,000 Any One Loss Occurrence	\$3,000 Any One Loss Occurrence
(K)	Removal of Debris	\$50,000 Any One Loss Occurrence	\$75,000 Any One Loss Occurrence
(L)	Burglary Damage to External Doors Windows and Locks	\$3,000 Any One Loss Occurrence	\$5,000 Any One Loss Occurrence
(M)	Damage to Landlord's Property	\$100,000 per year \$15,000 per item	\$150,000 per year \$20,000 per item
(N)	Landslip and Subsidence	Subject to the respective Maximum Limit under Section 1 hereof	
Section 2 – Public Liability Insurance			
Occupier's Liability / Owner's Liability Personal Liability		\$5,000,000 Any One Loss Occurrence	\$10,000,000 Any One Loss Occurrence
• anywhere in the world except the USA and/or Canada • accident occurred in the U.S.A. and/or Canada		\$5,000,000 Any One Loss Occurrence \$1,500,000 per year	\$10,000,000 Any One Loss Occurrence \$1,500,000 per year
Extension to Insurance Coverage under Section 2			
(A)	Interior Alteration Liability • Maximum Contract Value	\$1,000,000 per year \$100,000	\$1,000,000 per year \$200,000
(B)	Owner's Legal Liability in Common Parts	\$5,000,000 per year	\$10,000,000 per year
Section 3 – Family Personal Accident Insurance			
Accidental Death		\$200,000 per year \$50,000 per person	\$300,000 per year \$100,000 per person
Extension to Insurance Coverage under Section 3			
(A)	Medical Expenses	\$20,000 per year \$5,000 per person	
Section 4 – Home Assistance Services		Referral services	
Section 5 – Worldwide Personal Effects "All Risks" Insurance		\$30,000 Any One Loss Occurrence \$5,000 per item	
Section 6 – Domestic Helper Insurance			
Employees' Compensation Insurance		\$100 Million any one event	
Extension to Insurance Coverage under Section 6			
(A)	Hospital Medical Expenses	\$5,000 per year	

SECTION 1 – HOME CONTENTS "ALL RISKS" INSURANCE

INSURANCE COVERAGE

The Company, subject to the terms, exclusions and conditions hereunder, will on Replacement Cost basis indemnify the Insured by payment reinstatement or repair against accidental physical loss of or damage to Contents in the Home during the Period of Insurance up to the Maximum Limit as stated herein.

EXTENSION TO INSURANCE COVERAGE UNDER SECTION 1

(A) Building Betterment

The Company will indemnify the Insured against accidental physical loss of or damage to improvement and/or betterment to the Building which has been effected by the Insured including renovation, built-in closets, wall paper, wall paint, fixtures, flooring, doors, gates and windows. Provided that the Company shall not be liable in respect of loss or damage to:-

- (1) water tanks, apparatus and pipes; and
- (2) property more specifically insured under any other insurance policy.

(B) Alternative Accommodation

In the event of the Home being rendered uninhabitable due to loss or damage insured under this Section, the Company will indemnify the Insured against reasonable expenses for alternative accommodation actually incurred by the Insured during the period necessary for the reinstatement of the Home.

POLICY SCHEDULE / MEMORANDA / ENDORSEMENTS

(C) Loss of or Damage to Personal Effects in the Insured's Workplace

The Company will pay for loss of or damage to the Insured's personal effects kept in his usual workplace in Hong Kong. A notice of loss to the Insured's employer and the police within 24 hours after discovery of loss will be necessary in the event of a claim.

(D) Loss of Money, Unauthorised Use of Credit Cards and Loss of Personal Documents

The Company will indemnify the Insured or the Insured's spouse against:

- (1) accidental loss of Money;
- (2) loss due to unauthorised use of credit cards, provided that the Insured and the Insured's spouse comply with all the terms and conditions under which their credit cards are issued;
- (3) the actual replacement costs of Personal Documents against accidental loss.

The Company will not be liable for any of the following losses:

- (a) loss resulting from unauthorised use of credit card by a member of the Insured's Family or the Domestic Helper;
- (b) loss not reported to police within 24 hours after discovery of loss;
- (c) loss of credit card not reported to the issuer of the credit cards within 24 hours after discovery of loss;
- (d) loss occurring outside Hong Kong.

(E) Loss of or Damage to Contents temporarily removed from the Home

The Company will pay for loss of or damage to Contents whilst temporarily removed from the Home for the purpose of storage.

(F) Interior Alteration Works

Interior contract works for alteration, repairs or maintenances are allowed in the Home without prejudice to the interests of the Insured under this Policy provided that the period of each such work not exceeding 2 months and the contract value of each such work not exceeding the Maximum Contract Value as stated in the Table of Benefits. The Company shall not be liable for loss of or damage to materials and works carried out by the contractors.

(G) Home Removal by Professional Mover

The Company will pay the Insured for accidental physical loss of or damage to the Contents during the course of such Contents being moved by professional movers from the Home to a new home insured with the Company within Hong Kong up to 2 days from the first day of such removal.

Provided that the Company does not cover:

- (1) glass, earthenware and other items of a fragile nature which are insufficiently and unsuitably packed;
- (2) loss of or damage to Contents left unattended or to be kept overnight in the vehicle;
- (3) the loss or damage can be covered under any other insurance policy.

(H) Damage to Refrigerated Food

The Company will pay the cost of replacing refrigerated food in the Insured's home refrigeration unit spoiled by:

- (1) accidental breakdown of the refrigeration unit provided that such unit is less than 10 years old; or
- (2) accidental failure of electricity or gas supply provided that such failure is not caused by the deliberate act of the public utilities concerned.

(I) Loss of or Damage to Wine

The Company will indemnify the Insured against the accidental physical loss of or damage to un-opened bottle of wine kept by the Insured at the Home.

(J) Loss of or Damage to Domestic Helper's Property

The Company will pay for loss of or damage to the property (excluding Money) of the Insured's Domestic Helper normally residing in the Home and whilst such property is contained in the Home, provided that:

- (1) the loss or damage would have been covered by this Section had the property belonged to the Insured;
- (2) the Domestic Helper observes the terms and conditions of the Policy as if he/she were the Insured; and
- (3) the Company will not pay for indemnity entitled under any other insurance policy.

(K) Removal of Debris

The Company will pay for costs and expenses reasonably incurred by the Insured with the Company's consent in removing from the Home debris of insured property that has been damaged or destroyed by a peril hereby insured against.

(L) Burglary Damage to External Doors Windows and Locks

The Company will pay for costs and expenses reasonably incurred for the repair or replacement of external doors and windows, and external door locks and/or keys damaged or lost as a result of burglary or attempted burglary.

(M) Damage to Landlord's Property

The Company will pay for accidental loss of or damage to landlord's fixtures and fittings in the Home, provided that

- (1) the Insured and/or any member of the Insured's Family is/are not the owner/landlord of the Home;
- (2) the Insured is legally responsible for the loss or damage; and
- (3) the Company will not pay for indemnity entitled under any other insurance policy.

(N) Landslip and Subsidence

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

- (1) loss or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences:
 - (a) Coastal erosion;
 - (b) Heave;
 - (c) Bedding down of structures or the settlement of made up ground within 5 years of the completion of such works;
- (2) loss of or damage to paths drives fences gates boundary and retaining walls caused by subsidence and/or landslip;
- (3) unless otherwise specifically insured, the cost of removal of subsidence and/or landslip debris or the making good of the site following subsidence and/or landslip except in so far as is necessary to repair the property insured;
- (4) loss or damage directly occasioned by or through defective design or workmanship or the use of defective materials;
- (5) consequential loss or damage of any kind or description;
- (6) the first HK\$10,000 or 10% (ten percent) of each and every loss, whichever is the greater, as ascertained after the application of any condition of average and occurring within each and every separate period of 72 consecutive hours during the currency of this Policy.

WARRANTED:

- (1) The Insured shall maintain the Home in sound repair and shall take all responsible steps to prevent damage from the perils covered hereby.
- (2) The Insured shall maintain any man-made slope and retaining wall for which they are responsible in accordance with laws regulations codes and guides issued by the Government of Hong Kong SAR including the guidelines stipulated in the GEOGUIDE 5 - Guide To Slope Maintenance published by the Geotechnical Engineering Office, Civil Engineering Department, Hong Kong.
- (3) The Insured shall notify the Company immediately:
 - (a) any excavations are commenced beneath, around or in the vicinity of the Home. In such event the Company shall have the right to vary or cancel the cover provided under this Policy.
 - (b) of the operation of an insured peril affecting any part of the site (whether or not the Home is involved) or its nearby surroundings.

SPECIAL EXCLUSIONS — as per "Special Exclusions Applicable to Sections 1 and 5" specified hereinafter.

SPECIAL CONDITIONS

Where any item of property insured under this Section consists of articles in a pair, set or collection, the Company shall not pay more than the value of any particular part or parts which may have been damaged or lost, and such payment shall be without reference to any special value which such article or articles may have as part of such pair, set or collection, nor shall the Company pay more than a proportionate part of the value of the pair, set or collection.

LIMIT OF INDEMNITY

Unless specifically mentioned, the maximum liability of the Company under this Section 1 including all its extensions during the Period of Insurance is HK\$1,200,000 for Smart Plan while HK\$1,800,000 for Excellence Plan.

SECTION 2 – PUBLIC LIABILITY INSURANCE

INSURANCE COVERAGE

The Company will indemnify the Insured against legal liabilities:

- (a) as occupier/tenant/owner of the Home;
 - (b) as private individual anywhere in Hong Kong, or anywhere in the world in respect of journeys abroad undertaken by the Insured provided that the duration of any one journey abroad shall not exceed 30 consecutive days
- caused by the negligence of the Insured or a member of the Insured's Family or the Domestic Helper for whom the Insured is legally responsible, occurring during the Period of Insurance, as a result of:
- (i) accidental death of or bodily injury to any person; and
 - (ii) accidental loss of or damage to any person's property.

For the purpose of this Section 2 only, "the Insured" is deemed to mean the Insured as specified in the Schedule and the Insured's Family as within defined.

In the event of the death of the Insured, the Company will in respect of the liability incurred by the Insured indemnify the Insured's legal personal representative provided that such legal personal representative shall, as though he/she were the Insured, observe fulfil and be subject to the terms exclusions and conditions of this Policy as far as they can apply.

EXTENSION TO INSURANCE COVERAGE UNDER SECTION 2

(A) Interior Alteration Liability

This Policy will be extended to indemnify the Insured against legal liability arising out of the interior alteration, repairs or maintenances covered under Extension (F) of Section 1 subject to the period of each such work not exceeding 2 months and the contract value of each such work not exceeding the Maximum Contract Value as stated in the Table of Benefits.

(B) Owner's Legal Liability in Common Parts

This Section 2 will also be extended to indemnify the Insured in respect of his proportional legal liability as a Part-Owner of the Common Parts of the Building of which the Home forms part subject to the following conditions:

- (1) (a) this insurance extension is operative only if such liabilities are not indemnifiable by any other insurance policy taken out by or on behalf of the Insured or taken out by or on behalf of the Joint-Owners of the Building, or
- (b) where such an insurance policy has been taken out, this insurance extension applies only in respect of any excess liability beyond and above the amount paid or payable under such other insurance policy; and
- (2) subject always to preceding sub-paragraph (1), the indemnity under this insurance extension applies only to and is limited to the Insured's separate proportional share of liabilities (and, for the avoidance of doubt, not joint liabilities) as a Part-Owner in the undivided parts of the Building as determined in accordance with Section 39 of the Building Management Ordinance (Cap. 344 of the Laws of Hong Kong).

For the purposes of this Extension, "Common Parts", "Building", and "Owner(s)" shall have the same meaning as assigned to those expressions in the Building Management Ordinance (Cap. 344 of the Laws of Hong Kong).

SPECIAL EXCLUSIONS (applicable to Section 2 Insurance)

(1) The Company shall not be liable for liabilities:

- (a) in respect of bodily injury (including death or disease) caused to any person who is in the employ of the Insured or is a family member of the Insured (for avoidance of doubt, the Insured's Domestic Helper is deemed to be in the employ of the Insured);
- (b) in respect of loss of or damage to property owned by or held in trust by, or in the care, custody or control of the Insured or a family member of the Insured or any person in the service of the Insured or acting on behalf of the Insured;
- (c) arising from occupation or use of any land or building or part thereof other than occupation or use of the Home;
- (d) arising out of or attributable to unlawful or unauthorised building structures built in contravention of the Buildings Ordinance (Cap. 123 of the Laws of Hong Kong), including renovation or alteration of any kind whether effected by or with the knowledge of the Insured;
- (e) arising out of or attributable to renovation or alteration work by an independent contractor at the Home, unless such work is covered under Extension (A) of this Section 2;
- (f) arising from ownership or co-ownership of any land or building or any part thereof other than the Home specified in the Schedule;
- (g) in respect of advice design specification or services given or provided in a professional capacity or any breach of duty owed in a professional capacity by the Insured;
- (h) arising out of or in the course of the Insured engaging in any employment, occupation, trade or business activities;
- (i) assumed by the Insured by agreement unless such liabilities would have attached to the Insured even in the absence of such agreement;
- (j) arising from criminal activities, wilful acts, malicious acts or intentional vandalism by the Insured, Domestic Helper, any family member of the Insured, or any person residing or lawfully in the Home;
- (k) in respect of the ownership, possession, driving or use of electrically or mechanically propelled vehicles, pedal cycles, electric skateboarding, electric wheelchairs, aircrafts, model aircrafts, unmanned aircraft systems or watercraft;
- (l) in respect of use of any horse or arising out of hunting racing or polo;
- (m) arising from the ownership, use or possession of any animals other than domestic dogs or cats, but exclude fighting dogs listed in Schedule 1 under Dangerous Dogs Regulation of Dogs and Cats Ordinance (Cap. 167 of the Laws of Hong Kong), allowed to be kept at the Home under the Deeds of Mutual Covenants and the rules and regulations imposed by the management office of the building wherein the Home is situated;
- (n) arising directly or indirectly from the non-compliance to Dogs and Cats Ordinance (Cap. 167 of the Laws of Hong Kong);
- (o) arising from or caused by pollution or contamination;
- (p) in respect of fines penalties punitive aggravated or exemplary damages;
- (q) in respect of any claim under the Employees' Compensation law.

(2) Total Asbestos Exclusion

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

(3) Electromagnetic Radiation Exclusion

This Policy shall not be liable for any liability arising out of or allegedly due to exposure to or contact with Electromagnetic Radiation. "Electromagnetic Radiation" shall mean magnetic energy, waves, fields or forces generated, produced, distributed, transmitted or maintained by charges, currents, frequencies, energy or forces of electricity.

LIMIT OF INDEMNITY

Unless specifically mentioned, the maximum liability of the Company under this Section 2 and its extensions including costs and expenses incurred by or on behalf of the Insured with the Company's written consent in respect of Any One Loss Occurrence is HK\$5,000,000 for Smart Plan while HK\$10,000,000 for Excellence Plan.

If the Company is liable to indemnify more than one party, the total amount of indemnity to all parties will not exceed HK\$5,000,000 for Smart Plan while HK\$10,000,000 for Excellence Plan.

The Company may in connection with any one claim or claims arising out of Any One Loss Occurrence pay to the Insured the Limit of Indemnity (after deduction of

any sum or sums already paid as compensation) or any lesser amount for which such claim or claims can be settled and thereafter the Company shall be under no further liability under this Section in connection with such claim or claims except for costs and expenses of litigation recoverable or incurred in respect of the conduct of such claim or claims prior to the date of such payment.

SECTION 3 – FAMILY PERSONAL ACCIDENT INSURANCE

INSURANCE COVERAGE

In the event of the Insured or a member of the Insured's Family sustaining bodily injury caused by fire explosion or robbers or burglars at the Home, where such bodily injury shall within 3 calendar months result in the death of the Insured or a member of the Insured's Family, the Company will pay the amount (as per Table of Benefits) to their estates. Where compensation is payable in respect of the death of more than one injured person arising out of the same event, the aggregate of the compensation payable in respect of the death of each of the injured person is subject to the Maximum Limit payable for this benefit, which compensation shall be apportioned in equal share.

EXTENSION TO INSURANCE COVERAGE UNDER SECTION 3

(A) Medical Expenses

If the Insured or a member of the Insured's Family sustains bodily injury caused by fire explosion robbers or burglars at the Home, the Company will pay the actual expenses necessarily and reasonably incurred as a result of such bodily injury for medical treatment received from a Registered Medical Practitioner in Hong Kong.

SECTION 4 – HOME ASSISTANCE SERVICES

The Company has arranged for the Insured to access the following home assistance services provided **upon the Insured's specific request** by Inter Partner Assistance Hong Kong Limited ("IPA"):

- (a) **Repairs to home installations and appliances:** IPA will dispatch a certified electrician, plumber, locksmith, or technician to attend on the Home.
- (b) **Registered Medical Practitioner's house calls and dental referrals:** IPA will arrange for house calls by a Registered Medical Practitioner or make appointments with a duly registered dental surgeon.
- (c) **Baby-sitter nursing house-cleaner pest control etc services:** IPA will arrange for such service providers to attend on the Home.

The costs of such services are for the Insured's own account. Further, neither the Company nor IPA assumes any liability arising from the performance of such services. To enlist IPA's assistance, the Insured may contact IPA's Alarm Centre 24-Hour Hotline on (Hong Kong) **2861-9232** quoting this Insurance Policy Number.

SECTION 5 – WORLDWIDE PERSONAL EFFECTS "ALL RISKS" INSURANCE (operative only if so stated in the Schedule)

INSURANCE COVERAGE

The Company, subject to the Maximum Limit as stated in the Table of Benefits, conditions and exclusions hereunder, will on Replacement Cost basis indemnify the Insured by payment reinstatement or repair against accidental physical loss of or damage to the property belonging to the Insured or a member of the Insured's Family occurring anywhere in the world during the Period of Insurance.

If this Policy has been endorsed by a **"Valuable Personal Property 'All Risks' Memorandum"**:

- (a) the Company's liability in respect of loss of or damage to any item of property specified in the said Memorandum is limited to the amount specified for that item in the Memorandum; and
- (b) the indemnity offered by the Company in respect of loss of or damage to items of property specified in the said Memorandum shall not be taken into account in the application of the Maximum Limit as stated in the Table of Benefits.

SPECIAL EXCLUSIONS — as per "Special Exclusions Applicable to Sections 1 and 5" specified hereinafter.

SPECIAL CONDITIONS

Where any item of property insured under this Section consists of articles in a pair, set or collection, the Company shall not pay more than the value of any particular part or parts which may have been damaged or lost, and such payment shall be without reference to any special value which such article or articles may have as part of such pair, set or collection, nor shall the Company pay more than a proportionate part of the value of the pair, set or collection.

SECTION 6 – DOMESTIC HELPER INSURANCE (operative only if so stated in the Schedule)

INSURANCE COVERAGE

If the Domestic Helper in the Insured's immediate employ shall sustain bodily injury or death by Accident or Disease contracted during the Period of Insurance within the Geographical Area and arising out of and in the course of her employment by the Insured, the Company will subject to the Limit of Indemnity under this Section and to the terms exclusions and conditions contained in or endorsed on this Policy (all of which are hereinafter collectively referred to as "the Terms of this Policy") indemnify the Insured against legal liability in respect of such bodily injury or death under the Ordinance and independently of the Ordinance to pay compensation and damages and claimant's costs and expenses and also indemnify the Insured against costs and expenses incurred by or on behalf of the Insured with the Company's written consent in connection therewith.

Provided that in the event of any change to the Ordinance during or subsequent to the Period of Insurance altering the legal liability of the Insured under the Ordinance the liability of the Company under this Policy shall be limited to such sums as the Company would have been liable to pay if the Ordinance had remained unaltered.

The Company will also in the event of the death of the Insured indemnify the Insured's legal personal representatives in the Terms of this Policy in respect of liability incurred by the Insured provided that such legal personal representatives shall as though they were the Insured observe fulfil and be subject to the Terms of this Policy in as far as they can apply.

LIMIT OF INDEMNITY

- (a) In respect of any Accident or Disease giving rise to a claim or claims against the Insured for which indemnity is provided under this Policy the Company's indemnity to the Insured including costs and expenses incurred by or on behalf of the Insured with the Company's written consent shall in the aggregate be limited to HK\$100,000,000 irrespective of the number of Domestic Helper who may sustain bodily injury or death consequent on or attributable to the same occurrence of Accident or Disease.
- (b) In relation to any liability of the Insured in respect of a Disease contracted by the Domestic Helper due to the nature of her employment with the Insured during a period that extends over more than one policy Period of Insurance:
 - (i) the aggregate of the Company's indemnity to the Insured under all insurance benefits including costs and expenses incurred by or on behalf of the Insured shall not exceed the Limit of Indemnity under this Section that was in force at the time the nature of the Domestic Helper's employment to which such Disease was due first affected the Domestic Helper; and
 - (ii) subject to the limitation of paragraph (b)(i) hereof, the Company's indemnity to the Insured under this Policy including costs and expenses incurred by or on behalf of the Insured shall be limited to such proportion of the Insured's liability in respect of such Disease as that part of the Domestic Helper's period of employment falling within the Period of Insurance of this Policy bears to the total period of her employment to the nature of which such Disease was due.
- (c) If the occurrence of any Accident or Disease results in indemnity hereunder to more than one Insured, the limitations of the Company's liability specified in paragraphs (a) and (b) hereof shall apply to the aggregate of indemnity to all Insureds.
- (d) At any time after the occurrence of any Accident or Disease giving rise to a claim or claims against the Insured for which indemnity is provided under this Policy the Company may pay to the Insured the full amount of the Company's liability specified in paragraph (a) or (b) hereof (after the deduction of any sums already paid) or any lesser amount for which such claim or claims can be settled and shall relinquish the conduct of any defence settlement or proceedings relating to

such claim or claims and shall not thereafter be responsible for any compensation damages or costs in respect of thereof or for any costs and expenses whatsoever incurred by the Insured after the Company shall have relinquished such conduct or for any loss damage or expenses caused to the Insured in consequence of any act or omission of the Company in connection therewith or of the Company relinquishing such conduct.

TERRORISM ENDORSEMENT

Notwithstanding any provision to the contrary in the Policy or any endorsement thereto it is hereby agreed that in respect of any bodily injury or death by Accident or Disease directly or indirectly caused by, resulting from, in connection with or arising out of an event of Terrorism (hereinafter referred to as "the Loss") regardless of any other cause or event contributing concurrently or in any other sequence of the Loss, the Company shall only be liable to make any payment in respect of the Loss subject to the following terms and conditions:

- (a) the Limit of Indemnity under this Section in respect of the Loss shall be limited to such amount which the Company actually receives from the Government of Hong Kong ("the Government") in respect of the Loss pursuant to an Agreement for Provision of Facility dated 11th January 2002 between the Government and the Company under which the Government agreed to make available to the Company and other direct insurance companies authorised 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 death and injury arising out of an event of Terrorism ("the Facility Agreement");
- (b) the Company will only be required to make payment in respect of the Loss after it has received from the Government (i) an approval letter confirming that the Company should settle the claim and (ii) payment under the Facility Agreement in respect of the Loss;
- (c) 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 in respect of the Loss, whether or not due to the Government's contention that the Loss does not fall within the scope of the Facility Agreement or the Company's breach of the Facility Agreement; and
- (d) this Policy shall in no event compensate any amount in excess of the minimum statutory cover required under the Ordinance notwithstanding the limits and coverage provided by this Policy.

For the purpose of this Endorsement, "Terrorism" means the use of force or violence or other means or the threat thereof, of any person or persons, whether acting alone or on behalf of or in connection with any organization or government, for political, religious, or ideological purposes with an intention to influence any government and/or to put the public, or any section of the public, in fear.

If the Company alleges that the Loss falls within the scope of this Endorsement, the burden of proving the contrary shall be upon the Insured.

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

Words and phrases in this Endorsement shall have the same meaning as in the Policy.

GEOGRAPHICAL AREA

Anywhere within Hong Kong.

EXTENSION TO INSURANCE COVERAGE UNDER SECTION 6

The maximum liability of the Company payable under the following Extension shall not exceed the Maximum Limit as specified in the Table of Benefits.

(A) Hospital Medical Expenses

In the event the Domestic Helper having been confined in a Hospital as an in-patient for surgery or treatments during the Period of Insurance within the Geographical Area, the Company will pay the medical and/or surgical expenses, provided that the expenses are supported by original official receipts duly issued by the Hospital.

SPECIAL DEFINITIONS (applicable to Section 6 Insurance)

- (1) **"Accident"** means an Accident or a series of Accidents arising out of one event.
- (2) **"Disease"** means a disease contracted by the Domestic Helper as a result of her exposure to the nature of her employment with the Insured. Such exposure may extend over a period of time and part of which period may fall outside the Period of Insurance under this Policy.
- (3) **"Hospital"** means an establishment duly constituted and registered as a Hospital for the care and treatment of sick and injured persons and which:
 - (a) has organized facilities for diagnosis treatment and major surgery;
 - (b) provides 24-hour a day nursing services by qualified and registered nursing staff;
 - (c) is under the supervision of a Registered Medical Practitioner; and
 - (d) is not primarily a clinic, a place for custodial care, alcoholics or drug addicts, or a nursing, rest or convalescent home or home for the aged or similar establishment.
- (4) **"Noise-Induced Deafness"** has the same meaning as assigned to that expression in the Occupational Deafness (Compensation) Ordinance (Cap. 469 of the Laws of Hong Kong).
- (5) **"Ordinance"** means the Employees' Compensation Ordinance (Cap. 282 of the Laws of Hong Kong).
- (6) **"Pneumoconiosis"** and **"Mesothelioma"** have the same meaning as assigned to those expressions in the Pneumoconiosis and Mesothelioma (Compensation) Ordinance (Cap. 360 of the Laws of Hong Kong).

SPECIAL EXCLUSIONS (applicable to Section 6 Insurance)

The Company shall not be liable in respect of:

- (1) any liability arising from Pneumoconiosis or Mesothelioma or Noise-Induced Deafness;
- (2) any injury by Accident or Disease sustained by the Domestic Helper outside the Geographical Area;
- (3) any late payment surcharge fines penalties or punitive aggravated or exemplary damages for which the Insured may become liable under the Ordinance or independently of the Ordinance;
- (4) any liability assumed by the Insured by agreement unless such liability would have attached to the Insured even in the absence of such agreement;
- (5) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party;
- (6) the Insured's liability to employees of contractors to the Insured;
- (7) any injury by Accident or Disease where the Company has not been given sufficient notice of the institution of proceedings in a court or tribunal to enable the Company to be added as a party to the proceedings;
- (8) any liability to any person who is not an employee of the Insured within the meaning of the Ordinance.

SPECIAL CONDITIONS (applicable to Section 6 Insurance)

- (1) No coverage under this Section shall be provided for any Domestic Helper who is under the age of 18 years or over 65 years of age, unless the Company shall in writing confirm otherwise.
- (2) If the Company is obliged by the Ordinance to pay any amount for which the Company would not otherwise be liable under this Policy, the Insured shall forthwith repay such amount to the Company.

SPECIAL EXCLUSIONS APPLICABLE TO SECTIONS 1 AND 5

- (1) The Company will not be liable for loss of or damage to:
 - (a) trees, plants, domestic animals, living creatures and the like;
 - (b) property on roof-top or in the open, including satellite dishes, receivers and ancillary equipment, but excluding air conditioners;
 - (c) portable telephones, contact lenses or pagers;
 - (d) property owned or held in trust by the Insured or the Insured's Family for business, profession or trade purposes;
 - (e) deeds, bonds, bills of exchange, securities, documents, or manuscripts;
 - (f) money belonging to resident Domestic Helper(s);
 - (g) property more specifically insured by any other insurance policy.
- (2) The Company will not be liable for loss of or damage to property caused by due to or attributable to:
 - (a) scratching, denting, chipping, wear-and-tear, depreciation, deterioration, moths, vermin, insect, domestic animals, damp, rust, rot, corrosion, the action of light or atmosphere, or any other gradual operating cause;
 - (b) any process of cleaning, repair, renovation, maintenance, modification, servicing or dyeing;
 - (c) misuse or use contrary to manufacturers' instructions;
 - (d) theft (including burglary) or escape of water from any domestic appliance or water supply or drainage installation occurring whilst the Home remains

- unoccupied for more than 30 consecutive days;
 - (e) theft of property left in unattended vehicles;
 - (f) delay or confiscation by custom officials or other government authorities;
 - (g) wilful acts, malicious acts or intentional vandalism by the Insured, a member of the Insured's Family or any relative or any person residing or lawfully in the Home;
 - (h) pollution or contamination.
- (3) The Company will not be liable for:
- (a) loss of any property by disappearance or shortage not identifiable with any specific occurrence;
 - (b) mechanical or electrical breakdown or derangement, or the breakage of electrical valves bulbs or tubes;
 - (c) breakdown and/or mechanical malfunction of electrical appliances and computer equipment;
 - (d) the cost of repairing replacing or rectifying any property which is defective in material or workmanship or in which there is a fault defect error in design plan or specification;
 - (e) loss of or damage to unaccompanied property despatched under a contract of affreightment or by post;
 - (f) shortage due to error, omission, exchange or depreciation in value.

GENERAL EXCLUSIONS (applicable to all Sections unless specifically specified otherwise)

- (1) The Company will not be liable in respect of:
- (a) any accident, loss, damage, expense, liability or bodily injury while the Home is let, sub-let in parts or lent;
 - (b) any accident, loss, damage, expense, liability or bodily injury occasioned by or happening through or in consequence directly or indirectly of:
 - (i) war, invasion, act of foreign enemies, hostilities, or warlike operations (whether war be declared or not), civil war;
 - (ii) mutiny, military rising, civil commotion assuming the proportions of or amounting to a popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege;
 - (c) any accident, loss, damage, expense, liability or bodily injury occasioned by or happening through or in consequence directly or indirectly of confiscation, nationalisation, commandeering, requisition or destruction of or damage to property insured by or under the order of the Government de jure or de facto or any public, municipal or local authority of the country or area in which the Home is situated;
 - (d) any accident, loss, damage, cost or expense, liability or bodily injury directly or indirectly caused by or arising from or in consequence of or contributed to by (i) nuclear weapons material, or (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 (1) (d), combustion shall include any self-sustaining process of nuclear fission;
 - (e) consequential loss or damage of any kind except as provided for in Extension (B) of Section 1; and
 - (f) judgements which are not in the first instance delivered by or obtained from a court of competent jurisdiction of Hong Kong nor orders obtained in the said Court for the enforcement of judgements made outside Hong Kong whether by way of reciprocal agreements or otherwise.

In any action, suit or other proceeding where the Company alleges that by reason of the provisions of General Exclusion (1) (b) 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.

- (2) Terrorism Exclusion
- This Policy hereby excludes loss, damage, liability, cost or expense of whatsoever nature directly or indirectly occasioned by caused by happening through 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. It is also agreed that, regardless of any contributory causes, this Policy does not cover any loss, damage, liability, cost or expense directly or indirectly arising out of:
- (a) biological or chemical contamination; and/or
 - (b) missiles, bombs, grenades, explosives due to any act of terrorism.
- For the purpose of this Exclusion:
- (i) 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, ethnic, or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear;
 - (ii) "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.
- This Exclusion also excludes loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.
- If the Company alleges that by reason of this Exclusion, any loss, damage, liability, 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 the Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- This Exclusion shall not be applicable to Section 6 - Domestic Helper Insurance of this Policy.

- (3) Cyber Exclusion
- This Policy does not apply to and specifically excludes losses of any kind directly or indirectly caused by, arising from, or consisting of, in whole or in part:
- (a) the use or misuse of the internet or similar facility;
 - (b) any electronic transmission of data or other information;
 - (c) any computer virus or similar problem;
 - (d) the use or misuse of any internet address, web site or similar facility;
 - (e) any data or other information posted on a web site or similar facility;
 - (f) any loss of data or damage to any computer system, including but not limited to hardware or software (unless such loss or damage is caused by an earthquake, a fire, a flood, or a storm);
 - (g) the functioning or malfunctioning of the internet or similar facility, or of any internet address, web site or similar facility (unless such malfunctioning is caused by an earthquake, a fire, a flood, a storm); or
 - (h) any infringement, whether intentional or unintentional, of intellectual property rights (including but not limited to trademark, copyright or patent).
- It is further agreed that accidental damage to property covered under this 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 this Policy:
- (i) 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;
 - (ii) 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.
- This Exclusion shall not be applicable to Section 6 - Domestic Helper Insurance of this Policy.

- (4) Sanction Clause
- Notwithstanding anything contained herein to the contrary, the Company shall not be deemed to provide any cover and shall not be liable to pay for any claim or to provide any benefits hereunder to the extent that the provision of such cover or payment of such claim or provision of such benefits would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws and/or regulations of the European Union, United Kingdom or United States of America and/or any other applicable national economic or trade sanctions, laws and/or regulations.
- If the Company alleges that by reason of this Clause, any loss, damage, liability, benefit, cost or expense is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.
- (5) Excess
- The Company will not be liable for the first amount or the percentage (if applicable) as stated as Excess as specified in the Schedule.

GENERAL CONDITIONS (applicable to all Sections)

(1) Interpretation

This Policy, including the Schedule, and the endorsements and amendments, if any, shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning wherever it may appear.

(2) Conditions Precedent to Liability

The due observance and fulfillment of the terms and conditions of this Policy in so far as they relate to anything to be done or not to be done or to be complied with by the Insured, and the truth of the statements and answers in the Proposal and/or Declaration shall be conditions precedent to any liability of the Company to make any payment or to provide indemnity under this Policy.

(3) Precautions

The Insured and the Insured's Family shall exercise all reasonable precautions and take measures for the maintenance and safety of the insured property and shall duly comply with and observe all provisions, requirements and regulations of statutory obligations.

(4) Alteration in Risk

The Insured shall give immediate written notice to the Company of any material fact affecting this insurance which has come to the Insured's notice during the Period of Insurance.

(5) Non-transfer of Insured's Right

Unless otherwise expressly stated, nothing contained herein will 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 will give no right of claim hereunder to such person, the intention being that the Insured will in all cases claim for and on behalf of such person and the receipt of the Insured will in any case absolutely discharge the Company's liability hereunder in respect of such loss.

(6) Fraud

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, all benefits hereunder shall be forfeited.

(7) Other Insurance

If at the time of any happening giving rise to any loss, damage, expense or liability for which indemnity is provided under this Policy, there shall be any other insurance against such loss, damage, expense or liability or any part thereof the Company shall not be liable for more than its rateable proportion thereof. The provisions of this General Condition (7) however shall not apply to any claim under Section 3 (other than Extension (A) under Section 3).

(8) Claims Settlement

In the event of any occurrence which may give rise to a claim under this Policy, the Insured or his legal personal representative:

- shall forthwith notify the Company in writing;
- if there has been theft or any attempt thereat, shall forthwith give notice to the local police within 24 hours after discovery;
- shall at his own expense supply the Company with full particulars of the loss or damage in writing as soon as possible and in the case of a claim under Sections 1 and/or 5 not later than 30 days after the occurrence of the loss or damage;
- if a claim arises under Sections 2 and/or 6 shall forthwith send to the Company any writ summons or other legal process issued or commenced against the Insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings;
- shall not incur any expense in making good any loss or damage without the written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without the like consent; and
- shall give the Company all such information as the Company may reasonably require.

(9) Control of Claims

The Company shall be entitled:

- on the happening of any loss or damage for which indemnity is provided under Sections 1 and/or 5 to enter any building where the loss or damage has happened and to take and keep possession of the insured property and to deal with the salvage in a reasonable manner and this Policy, or any copy thereof certified by the Company, shall be proof of leave and license for such purpose but no property may be abandoned to the Company;
- to undertake in the name and on behalf of the Insured the absolute conduct, control and settlement of any proceedings instituted by a third party against the Insured or the Insured's legal personal representative in respect of any liability covered by this Policy;
- to take proceedings at its own expense and for its own benefit, but in the name of the Insured, to recover compensation or secure indemnity from any third party in respect of any indemnity provided by this Policy; and
- to pay at any time to the Insured the Limit of Indemnity under Sections 2 or 6 or any lesser amount for which any claim can be settled and upon such payment the Company will relinquish the conduct and control of and be under no further liability in connection with such claim except for costs and expenses incurred with the written consent of the Company in respect of the conduct of such claim before the date of such payment.

(10) Cancellation

- The Policy may be cancelled at any time at the request of the Insured in writing to the Company. In the event of such cancellation, the Insured shall be then entitled to a refund of premium for an amount calculated in accordance with the Short Period Rates set out below subject to minimum premium of this Policy at HK\$500 for Section 1 to Section 4 of this Policy. In respect of Section 5 and Section 6, no return of premium is allowed regardless the Policy being cancelled or the said Section(s) being ceased to be operative in mid-term. The date of cancellation shall be the date that the Company actually receives the said request in writing.

Short Period Rates are defined as:

Policy Period covered
Not exceeding 4 months
Not exceeding 5 months
Not exceeding 6 months
Not exceeding 7 months
Exceeding 7 months

Premium Refund for Sections 1 to 4

50% of annual premium
40% of annual premium
30% of annual premium
20% of annual premium
Nil

Notwithstanding anything stated to the contrary above, in the event any claim has arisen under this Policy prior to the date of cancellation, no refund of premium shall be made by the Company.

- The Company may at any time cancel this Policy by giving 7 days' written notice to the Insured (by registered mail when Section 6 – Domestic Helper Insurance cover is selected) to the Insured's address last notified to the Company. Proof of mailing shall be sufficient proof of notification. The Company will thereupon refund to the Insured the proportionate part of any premium paid in respect of the unexpired Period of Insurance and subject to a minimum retaining premium of HK\$500.

(11) Arbitration

All differences arising out of this Policy shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance. If the parties fail to agree upon the choice of arbitrator, 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 for any claim hereunder and such claim shall not within 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 have been abandoned and shall not thereafter be recoverable hereunder.

(12) Governing Law

This Policy is subject to the exclusive jurisdiction of Hong Kong and is to be construed according to the laws of Hong Kong.

(13) Exclusion of Rights of Third Parties under Contracts (Rights of Third Parties) Ordinance

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

IMPORTANT – Please read this Policy carefully upon receipt and promptly for any necessary amendments.