



Liberty
Insurance™

Platinum Home Plus

「升級尊尚家居」保險單

Please read this Policy carefully and have it returned immediately, but no later than 14 days from its date of issue, for amendment of any error and/or mis-description; otherwise this Policy will be treated as correct and intended. It is emphasized that any non-disclosure and/or mis-representation deliberate or negligent of a material fact to the proposal of this insurance and/or breach of any warranty or condition(s) of this Policy will render this Policy voidable.

請小心查閱此保單，如有任何錯漏，請即於出保單日後十四天內擲回更正為荷，否則此保單被視為正確無誤，更鄭重聲明對此保單所提供之一切資料，如有任何隱瞞或錯失之錯誤表達者或違反此保單之規條或章則者，會導致此保單無效

MAY 2019

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Personal Information Collection Statement

Liberty International Insurance Limited (referred to hereinafter as the "Company") recognises its responsibilities in relation to the collection, holding, processing, use and/or transfer of personal data under the Personal Data (Privacy) Ordinance (Cap. 486) (the "Ordinance").

For the purpose of this Statement, "Personal Data" means any data

1. relating directly or indirectly to a living individual
2. from which it is practicable for the identity of the individual to be directly or indirectly ascertained; and
3. in a form in which access to or processing of the data is practicable

Purpose

The personal data of customers (including but not limited to policy owners, insureds and beneficiaries) collected or held by the Company may be used, stored, processed, transferred or disclosed or shared for the following obligatory purposes:

1. Processing and determining insurance applications, insurance claims and providing ongoing insurance services
2. Processing requests for payment and for direct debit authorisation
3. Managing, investigating and analysing any claim, action and/or proceedings brought against the customers, and to exercise the Company's rights as more particularly defined in applicable policy wording, including but not limited to subrogation rights
4. Compiling statistics or using for accounting purposes
5. Meeting disclosure requirements of any

local or foreign law, regulations, codes or guidelines binding on the Company, its parent and affiliated companies ("Liberty Mutual Group of Companies")

6. Complying with the legitimate requests or orders of the courts of Hong Kong Special Administrative Region and regulators including but not limited to the Insurance Authority, Hong Kong Federation of Insurers, auditors, governmental bodies and governmental-related establishments binding the Liberty Mutual Group of Companies
7. Enabling an actual or proposed assignee of the Company to evaluate the transaction intended to be the subject of the assignment
8. Conducting identity and/or credit checks and/or debt collection
9. Conducting medical or health reference checks for relevant insurance products
10. For management of IT environment and business operation
11. Ensuring security of our IT environment
12. Detecting and investigating illegal activity, including fraud, money laundering or terrorism financing
13. Comply with legal, regulatory and other good governance obligations, including respond to requests from public and governmental authorities (including those outside your country of residence)
14. For monitoring and assessing compliance with the Company and Liberty Mutual Group of Companies policies and standards
15. Achieve other legitimate business purposes, for example, to carry out insurance surveys, research and analysis, including analysis of

our customer base and other individuals whose personal information we to analyse behaviour, preferences and interests, develop new products, improve our services, identify usage trends, understand the interests of our users, to plan and execute business transactions (including joint ventures and business sales) and for other legitimate business purposes

16. To comply with any legal or regulatory obligations in Hong Kong or overseas
17. Establishing, exercising or defending legal rights of any member of the Liberty Mutual Group of Companies
18. Providing third party administration services
19. Facilitating the Company's authorised service providers to provide services to the Company and/or customers for the above purposes
20. Other purposes directly relating to any of the above; and
21. Any other purposes we notify you at the time of obtaining your consent

Please note that if you do not provide us with your personal data, we may not be able to issue your policy, process claims or provide insurance products or services to you or process your request.

Please also ensure that you provide complete and accurate personal data to us and keep us updated on any changes to your personal data. Kindly note that if you do not provide complete and accurate personal information to us as and when it is required, it may have adverse consequences for you.

Direct Marketing

Certain personal data of customers collected or held by the Company, in particular, names and

contact information such as telephone number, email address and postal address may be used by the Company and/or the Liberty Mutual Group of Companies to provide marketing materials and conduct direct marketing activities (including but not limited to promoting, marketing or selling of the Company, Liberty Mutual Group of Companies or co-branded insurance or financial or investment related products or services by electronic or other means) in relation to insurance and/or financial products and services of the Company, the Liberty Mutual Group of Companies and/or other financial services providers. Please tick the box below if you do not consent to receive such marketing communications.

- ☐ Please tick here if you do not consent to receive marketing communications. Alternatively you may download the Opt Out Form from [here](#)

In the absence of any "opt-out" request from the customer, the Company shall treat the application and continuation of his/her policy(ies) held with the Company as an indication of no objection to the Company's use of such personal data for this voluntary marketing purpose.

Transfer of Personal Data

Your personal data will be kept confidential and may be held or stored locally, regionally or globally, whether in Hong Kong or out of Hong Kong.

Subject to the provisions of any applicable law, we may need to disclose your personal data to third parties, whether located within or outside Hong Kong for one or more of the above Purposes.

Your personal data may be made available to:

1. Our Liberty Mutual Group of Companies: Other Liberty Mutual affiliates may have access to and use of Personal Information in connection with the conduct of our business where appropriate in order to fulfill one or more of the above Purposes
2. Liberty Mutual Group of Companies, or any

other company carrying on insurance or reinsurance related business, or an intermediary

3. Our Service Providers: External third-party service providers such as but not limited to agent, contractor, banker or third party service provider who provides administrative, telecommunications, computer, payment, banking or other services to the Company in connection with the operation of its business and Liberty Mutual affiliates in a service provider role, such as accountants, auditors, lawyers and other outside professional advisors; call center service providers; IT systems and management, IT support and security service providers; cloud providers, research and analytics service providers; claim investigators and adjusters; and similar third-party service providers that assist us in carrying out business activities
4. Other Third Parties Service Providers including legal advisors, investigators, loss adjusters, reinsurers, medical and rehabilitation consultants, emergency assistance companies, medical doctor panel groups, medical advisory consultants, surveyors, specialists, repairers, accountants and data processors
5. Other Third Parties: To a third party in the event of any reorganisation, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock (including in connection with any bankruptcy or similar proceedings); to reinsurance companies
6. Credit reference agencies, and in the event of default, any debt collection agencies or companies carrying on claim or investigation services
7. Any person to whom the Company is under an obligation to make disclosure under the requirements of any law binding on the

Company or any of its associated companies for the purposes of any regulations, codes or guidelines issued by governmental, regulatory or other authorities with which the Company or any of its associated companies are expected to comply

8. Any person pursuant to any order of a court of competent jurisdiction
9. Any actual or proposed assignee of the Liberty Mutual Group of Companies or transferee of the Liberty Mutual Group of Companies' rights in respect of the policy owners
10. Supplied to the Data Center of Liberty Mutual Group of Companies or Liberty Mutual Group of Companies in the USA may host such respective servers or may utilise third party servers which Liberty Mutual Group of Companies would be the controller for processing, storage, and/or backup of Personal Data. Such Data Centers and/or servers are/may be located in Singapore, elsewhere in Asia, the United States of America, Europe and Latin America or such other countries/territories as determined by the Liberty Mutual Group of Companies from time to time
11. Providers of risk intelligence for the purpose of customer due diligence or anti-money laundering screening
12. Other banking/financial institutions, commercial or charitable organisations with whom the Company maintains business referral or other arrangements for marketing communication if "no objection" is provided
13. Third party marketing service providers and insurance intermediaries for marketing communication if "no objection" is provided
14. Made available to any actual or proposed

purchaser of Company business or, in the case of a merger, acquisition or other public offering, the purchaser or subscriber for shares in Liberty Mutual Group of Companies

15. Supplied to an organisation involved in maintaining, reviewing and developing our business systems, procedures and infrastructure including testing or upgrading our computer systems
16. Provided to your representatives including your legal advisers
17. Made available to anyone to whom you have given your consent
18. Made available to other Company's authorised service providers to provide services to you for the above purposes for which the personal data are to be used
19. As we believe to be necessary or appropriate: To comply with legal process, to respond to requests from public and government authorities including public and government authorities outside your country of residence, to enforce our terms and conditions, to protect our operations, to protect our rights, privacy, safety or property, and/or that of you or others; to detect and prevent fraud; and to allow us to pursue available remedies or limit the damages that we may sustain

Data Processing Outside Your Country

We may share Personal Information with one or more of our affiliated Liberty Mutual group companies, service providers or with third parties for the purposes described in our Privacy Policy. Some of these affiliated companies, service providers and third parties may be based in other countries and may not be subject to the laws of your country of residence. By sharing personal information with the Company, you consent to the collection, use, processing and transfer of such information in accordance with our Privacy Policy

to the United States (where the Company's headquarter is located) or other countries. We will take all steps reasonably necessary to ensure that your Personal Information is treated securely and in accordance with our Privacy Policy. However, you should note that where your personal information is disclosed to or accessed by parties located outside of Hong Kong as provided above, your personal information may not be afforded the same protections as it is under Hong Kong law.

Access and Correction of Personal Data

According to the Ordinance, all policyholders have the right to of access to, correct and/or change any of their own personal data held by the Company by contacting the Company's Personal Data Privacy Officer at:

Liberty International Insurance Limited, 13/F Berkshire House, 25 Westlands Road, Quarry Bay, Hong Kong.

In accordance with the Ordinance, a reasonable fee may be charged by the Company for the processing of any data access request.

IMPORTANT – Please read this Policy carefully to see that it meets your requirements.

The Policy

The information provided under the Platinum Home Plus Insurance Proposal Form and/or Declaration and signed by You together with any other information supplied by You or on Your behalf will be the basis of this Policy. In consideration of the payment of the premium specified in the Schedule We undertake and agree, subject to the Terms, Exclusions and Conditions specified in the Policy, to cover You to the extent and in the manner stated in the Sections specified to be operative in the Schedule occurring during the Period of Insurance.

The Platinum Home Plus Insurance Policy is evidence of a contract between You and Liberty International Insurance Limited. You should read all parts of the Policy together as they form a single document .

General Definitions

Whenever these words are used, this is what they mean unless specified meanings attached in respective Sections:

Term	Meaning
1. Accident/Accidental	means a sudden, unforeseen and unexpected event happening by chance during the Period of Insurance
2. Bodily Injury	means injury caused solely and directly by accidental, violent, external and visible means without any other contributing causes during the Period of Insurance and where the injury is not self-inflicted, or by sickness or disease
3. Buildings	means the structure of Your Home located at the insured location stated in the Schedule including landlord's fixtures and fittings and interior decorations, outbuildings, garden walls, gates, fences, patios, terraces, hedges, paths and drives but excluding foundation, drains or any part of the structure below the level of the under surface of its lowest floor
4. Claim	means a single loss or series of losses arising from one event for which insurance may be provided by Company under this Policy
5. Contents	<p>means furniture, fixtures, fittings, wall papers, wall paint, carpet, interior decorations, improvement to walls, ceilings, floors, and doors (but excluding windows of any kind), household & Personal Effects, computers, laptops, tablets, household appliances which are owned by You or any member of Your Household normally residing with, or for which You or any member of Your Household are/is responsible excluding:</p> <ul style="list-style-type: none"> a) Property used for business, trade or professional purpose b) Property normally at some place other than the Home c) Property more specifically insured under another insurance policy d) Property contained in or on verandas, balconies, patios, terraces, forecourts and in the open generally e) Animals and plants f) Contact lenses g) Money, deed, bonds, bills of exchange, promissory notes, securities, documents of any kind, credit cards, manuscripts, medals and coins h) Electronic Communication Products (unless otherwise stated in this Policy) i) Motor vehicles (except garden implements such as lawn mower for domestic use only), motorcycles, caravans, trailers or their spare parts and accessories when on them j) Boats and outboard motors or their spare parts and accessories k) Aircraft or any aerial or spatial device and their accessories and spare parts; and l) Any part of the structure of the Home, Fixtures and Fittings

Term	Meaning
	that are not owned by You, or external television and radio antennae aerials fittings masts and towers
6. Cover	means coverage as stated under the Policy and Schedule
7. Credit Card	means credit and/or cash dispenser cards belonging to You or any member of Your Household
8. Disease	in the context of Section VI means a disease contracted by the Part Time Domestic Helper due to the nature of her employment during the Period of Insurance
9. Excess	means the specified amount(s) that are not indemnifiable under this Policy and for which You and/or members of Your Household shall first be responsible before any indemnifiable amounts are payable by the Insurer under the relevant Sections of this Policy
10. Electronic Communication Products	means pagers, portable/mobile phones, smart phones, of any kind
11. Employee	has the same meaning as defined in the Ordinance
12. Fittings	means the items which are not permanently fixed at Your Home and can be taken with You when moving to a new location
13. Fixtures	means permanently fixed items including but not limited to floor tiles, windows and main door at Your Home which would not be removed or taken when moving to a new location
14. Home	means the private dwelling, house or private flat owned or occupied by You and/or a member of Your Household at the insured location stated in the Schedule comprising any building and outbuilding used for domestic purposes
15. Limit of Liability/Sum Insured	means the limit of liability of insured amounts as stated in the Schedule and/or Policy
16. Money	means cash, currency or bank notes, unused postage stamps, cheques, postal and money orders, travellers' cheques, travel tickets, luncheon vouchers, phone cards, Octopus cards and gift tokens belonging to You or any member of Your Household
17. Ordinance	means the Employees' Compensation Ordinance (Chapter 282 of the Laws of Hong Kong) currently in force at the inception of this Policy
18. Overseas Domestic Helper	means a person, excluding person(s) who is/are member(s) of your Household, legally employed by You or any member of Your Household to discharge domestic duties and/or chores at and/or of Your Home
19. Part Time Domestic Helper	means each domestic employee who is legally employed by You and/or a member of Your Household during the Period of Insurance and whose duties under such contract are to perform part time domestic duties at Your Home
20. Period of Insurance	means the period of time stated in the Schedule and each subsequent period for which the Policy is renewed for which You agree to pay and Company agree to accept Your premium
21. Personal Effects	means articles of personal use that are designed to be either worn

Term	Meaning
	or carried on a person belonging to You or any member of Your Household or Your Overseas Domestic Helper but not Valuables or Money or items which are held or used in connection with any professional business or employment or items which are insured under a separate policy
22. Personal Identity Documents	means legal documents of identity, such as identity cards, passports, driving licence and Mainland Travel Permit for Hong Kong and Macao Residents, belonging to You or any member of Your Household
23. Policy	means this Platinum Home Plus Insurance Policy including but not limited to this policy document, application, proposal form, declaration, schedule, and any memorandum or endorsement attached or issued
24. Schedule	means a typed sheet attaching to this Policy which sets out the particulars of the Insured, Home, Period of Insurance, Cover details, limits and which forms an integral part of this Policy
25. Valuables	means jewellery, precious stones, items of gold, silver or other precious metals, watches, photographic equipment, binoculars, works of art, curios, furs, musical instruments (excluding pianos) belonging to You or any member of Your Household
26. We/Us/Our/the Company	means Liberty International Insurance Limited
27. You/Your/Insured/Policyholder	means the person(s) named in the Policy Schedule as the Insured, including the person(s) being the direct employer of the Overseas Domestic Helper
28. Your Household	means a member of Your family, relatives, and/or other persons permanently living at Your Home, except any tenant(s) who has entered into a tenancy agreement with You as a landlord and excluding Overseas Domestic Helper(s)

Section I. Home Contents

1.1. Cover

We will cover You or any member of Your Household against Accidental physical loss of or damage to the Contents & Valuables in Your Home during the Period of Insurance. Unless the cause is excluded.

We will only indemnify You and/or a

member of Your Household for Accidental damage and loss to Your Valuables and Contents up to the sub-limit stated below in Section 1.2.

1.2. Limit of Liability

Our liability under this Section shall not exceed in respect of:

Valuables	HK\$20,000 for any one item, pair, set or collection, not exceeding HK\$300,000
Household Contents	HK\$100,000 for any one item, pair, set or collection, not exceeding HK\$1,350,000
Computers, laptops and tablets	HK\$10,000 for any one item, and HK\$20,000 in aggregate during any one Period of Insurance

The maximum amount payable in respect of items 1, 2 and 3 as aforementioned shall not be more than HK\$1,350,000 in the aggregate per any one Claim.

1.3. Basis of Settlement

We may at our option repair, reinstate or replace any Contents lost or damaged or may pay in cash the amount of the loss or damage, whichever is lesser and to a condition equal to not better than its condition immediately before the occurrence of the loss or damage.

For household Furniture and Fittings (including pianos and organs), household appliances (including refrigerators, freezers, record players, radios, television sets, tape recorders, and similar electrical and electronic equipment) which are less than 5 years old, the basis of settlement shall be the cost of reinstatement or repair to a condition substantially the same as but not better nor more extensive than their condition when new without any deduction for wear and tear or depreciation.

For Contents other than those mentioned in the paragraph above including curtains, wall papers, wall paint, carpets, interior decoration, improvement to walls, ceilings, floors, and doors, clothing and household linen (irrespective of the age of such item(s)), deduction for wear and tear or depreciation will be made at claims settlement.

Sets, Pairs and Collections. Where any Contents consist of articles in a pair, set or collection, We will not pay more than the value of any particular part or parts which may be lost or damaged

You must give immediate notice to the police, in any event, within twenty-four (24) hours of discovery, if there has been theft, burglary or robbery and police report must

be produced to Company.

The sum insured on Contents will be reinstated automatically from the date of notification of any Claim.

1.4. Extensions

We will also cover You or any member of Your Household in respect of:

1.4.1. Alternative Accommodation

The necessary and reasonable cost of comparable alternative accommodation for You or any member of Your Household during the reinstatement period of Your Home after Your Home is rendered uninhabitable and remains so due to Accidental damage insured under this Section. The maximum amount payable will not be more than HK\$1,500 per day and HK\$50,000 per any one claim. For power outages of the whole building which renders Your Home uninhabitable, a time Excess of 24 hours will be applied, thereafter, the maximum amount payable shall be HK\$1,500 per day and HK\$10,000 per any one Claim.

1.4.2. Locks and Windows

the reasonable cost incurred for repair or replacement of locks, keys or windows of Your Home with items that are similar but not better following Accidental damage due to theft, burglary or robbery up to HK\$5,000 per any one Claim.

1.4.3. Frozen Food

the cost of replacing frozen food which is kept in the deep freezer or freezer section of the refrigerator at Your Home and is spoiled due to failure, and Accidental damage of the freezer.

We will not pay for:

- a)** Loss or damage caused by a deliberate act or willful neglect
- b)** Food held for business purposes
- c)** Consequential loss of any kind

The maximum amount payable will not be more than HK\$2,500 per any one Claim.

- 1.4.4.** Money and Credit Cards in Home
Accidental loss or theft of money in Your Home or loss due to unauthorised use of credit cards belonging to You and/or a member of Your Household for an amount up to HK\$5,000 per any one Claim.

We will not cover loss:

- a)** which is not reported within twenty-four (24) hours of discovery to the local police authority and credit card issuing authority (where applicable)
- b)** caused by depreciation, confiscation or shortage due to errors or omissions
- c)** due to failure to observe the conditions of the issuer of the card or unauthorised use of the card by any member of Your Household or that Your loss can be recovered from any other source

- 1.4.5.** Household Contents Temporarily away from Home
Accidental loss of or damage to Your Home Contents (but not Personal Effects or Valuables which are covered under Section III) temporarily removed or away or in

transit from Your Home within Hong Kong SAR due to the following causes:

- a)** fire, lightning, explosion, earthquake, riot and civil commotion
- b)** storm, flood, malicious acts or vandalism, escape of water or oil or impact by vehicle but only if the Contents are in a building
- c)** theft/burglary
 - i)** from a building where You or any member of Your Household temporarily reside or work
 - ii)** from any building provided force is used to enter the building
- d)** robbery or theft whilst the household Contents are being carried

The maximum amount payable will not be more than HK\$120,000 per any one Claim.

- 1.4.6.** Removal of Debris
The cost of removal of debris from Your Home necessarily incurred by You or any member of Your Household due to Accidental loss or damage covered under this Section. The maximum amount payable will not be more than HK\$5,000 per any one Claim.

- 1.4.7.** Household Removal
Accidental physical loss of or damage to Your Home Contents and Valuables while in the course of removal by professional removers/contractors from Your

Home to Your new permanent residence within Hong Kong SAR.

We will not pay for:

- a) loss of money and/or credit cards
- b) loss of or damage to china, glass, earthenware and other items of a fragile nature unless packed for removal by professional packers/removal contractors

- c) loss or damage to Your Contents and Valuables left in unattended vehicles

The maximum amount payable will not be more than HK\$1,000,000 per any one Claim.

1.4.8. Temporary Storage of Your Home Contents

- a) Accidental loss of or damage to Your Home Contents and Valuables temporarily stored in premises arranged by professional removers in conjunction with Extension 7 of Household Removal above, up to a maximum of 30 days
- b) the cost of temporary storage of household Contents (but not Personal Effects and Valuables) if Your Home is made uninhabitable due to Accidental loss of or damage to Your Home or Your Home Contents, up to a maximum of 30 days

The maximum amount payable will not be more than HK\$100,000 per any one Claim.

1.4.9. Interior Renovation, Decoration and Additions

Accidental loss of or damage to Your Home Contents and Valuables whilst Your Home is undergoing interior renovation, decoration and additions, provided that the total contract value for such renovation, decoration and additions shall not exceed HK\$500,000 and the contract period is no longer than two months. We will also pay for Accidental loss of or damage to the contract works set out in an applicable construction contract during the period of interior renovation, decoration and additions by contractors at Your Home provided the contract period is no longer than two (2) months.

The maximum amount payable will not be more than HK\$10,000 per any one item, pair, set or collection and HK\$100,000 per any one Claim.

1.4.10. Overseas Domestic Helper's Personal Effects

Accidental loss of or damage to the Personal Effects belonging to Your Overseas Domestic Helper normally residing in Your Home for an amount up to HK\$10,000 per any one Claim provided that

- a) the Accidental loss or damage would have been covered by this Section as if the Personal Effects belonged to You
- b) the Overseas Domestic Helper observes the Terms, Exclusions and Conditions of this Policy as if he/she were You

1.4.11. Landslip and Subsidence

Loss of or damage to the Contents insured directly caused by

subsidence of the site or landslip, occurring within the period stated in the Schedule but excluding:

- a)** loss of or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences:
 - i)** Coastal erosion
 - ii)** Heave
 - iii)** Bedding down of structures or the settlement of made up ground within Five years of completion of such works
- b)** loss of or damage to paths drives fences gates boundary and retaining walls caused by subsidence and/or landslip
- c)** unless otherwise specifically insured, the cost of removal of subsidence and/or landslip debris or the making good of the site following subsidence and/or landslip except in so far as is necessary to repair the Building insured
- d)** loss or damage directly occasioned by or through defective design or workmanship or the use of defective materials
- e)** consequential loss or damage of any kind or description
- f)** the first HKD10,000.00 or 10% of each and every loss, whichever is the greater, as ascertained after the application of any condition of average and occurring within each and every separate

period of 72 consecutive hours during the Period of Insurance

Warranted:

- a)** You shall maintain the Household in sound repair and shall take all responsible steps to prevent damage from the perils covered hereby
- b)** You 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 the Hong Kong Special Administration Region including the guideline stipulated in the GEOGUIDE 5 – GUIDE TO SLOPE MAINTENANCE published by the Geotechnical Engineering Department, Hong Kong
- c)** You shall notify the Company immediately:
 - i)** If any excavations are commenced beneath, around or in the vicinity of the Building. In such event the Company shall have the rights to vary or cancel the cover provided under this policy
 - ii)** of the operation of an insured peril affecting any part of the site (whether or not the Building is involved) or its nearby surroundings

1.5. Exclusions

You or any member of Your Household are not covered for

- 1.5.1.** Accidental loss or damage by theft, burglary or robbery

- a) if Your Home is unoccupied for more than 30 consecutive days
- b) if Your Home or any part is lent or let
- c) by deception unless deception is used to gain entry to Your Home
- d) by a member of Your Household including Part Time and/or Overseas Domestic Helper

1.5.2. Accidental malicious damage or loss or damage following vandalism

- a) if Your Home is unoccupied for more than 30 consecutive days
- b) by a person lawfully in Your Home

1.5.3. Accidental loss or damage caused by or arising from

- a) wear and tear, depreciation in value
- b) rot, mildew, fungus, mould, rust, corrosion, insects, woodworm, vermin, dyeing, scratching, repair, renovation
- c) faulty manipulation, design, plan, specification or materials
- d) gradual deterioration
- e) mechanical or electrical breakdown, failure or derangement unless accompanied by other damage for which indemnity is provided by this Section

- f) change in temperature, colour, flavour, texture or finish
- g) action of light, atmospheric condition, shrinkage or evaporation
- h) consequential loss of any kind

1.5.4. The first HK\$500 of each and every Claim, but this Excess will not apply to loss or damage caused by fire, lightning, thunderbolt, subterranean fire or explosion

Section II. Personal Liabilities

2.1. Cover

We will cover You or any member of Your Household and Your Part Time and/or Overseas Domestic Helper against legal liability for:

2.1.1. Accidental bodily injury to any person

2.1.2. Accidental damage to property

occurring within Hong Kong SAR.

We will also pay the legal costs and expenses incurred in litigation with Our prior written consent.

In the event of the death of You or any member of Your Household or Your Part Time and/or Overseas Domestic Helper, We will in respect of the liability incurred by You or any member of Your Household or Your Part Time and/or Overseas Domestic Helper indemnify the relevant estate through the legal personal representative(s) or administrator(s) (collectively referred to as "representative(s)") in the terms of and subject to the limitations of this Section provided that such representatives shall as though they were You observe, fulfill and be subject to the Terms, Exclusions and

Conditions of this Policy in so far as applicable.

Employee(s) of You or any member of Your Household

2.2. Extension

We will extend to cover You and any member of Your Household against legal liability for items 2.1.1 and 2.1.2 as stated above whilst temporarily outside Hong Kong SAR on leisure or commercial visits for not more than 60 days per visit.

We will also cover third party bodily injury or third party property damage caused by Accidents during the period of interior renovation, decoration and additions at Your Home provided that the total contract value for such renovation, decoration and additions shall not exceed HK\$50,000 and the contract period is no longer than one (1) month. The cover includes damages as well as legal expenses and costs subject to prior written consent and no more than HK\$1,000,000 per any one Claim and in the aggregate per any one Period of Insurance.

2.3. Limit of Liability

Our liability under this Section II for all sums payable arising out of one occurrence or series of occurrences consequent on one source or original cause shall not be more than HK\$10,000,000. Our maximum liability under this Section shall not exceed HK\$10,000,000 in the aggregate per any one Period of Insurance

2.4. Exclusions

You or any member of Your Household are not covered in respect of

2.4.1. fines penalties or liquidated damages

2.4.2. any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement

2.4.3. any liability for bodily injury to any member of Your Household or

2.4.4. any liability arising out of the ownership, possession or use of any land or building other than Your Home stated in the Schedule of this Policy

2.4.5. any liability arising out of Your occupation, business, trade or profession

2.4.6. any liability arising out of the use, ownership or possession of any

a) motor vehicles

b) aircraft, hovercraft or watercraft

c) livestock other than domestic animals

2.4.7. any liability for loss of or damage to property belonging to or in the custody or control by You or any member of Your Household or employee(s) of You or any member of Your Household

2.4.8. any liability arising from
a) the transmission of any computer code, programme or other data

b) the unauthorised taking or access of data

2.4.9. Pollution Exclusion

This Policy does not cover any liability for

a) personal injury or bodily injury or financial loss or loss of, damage to, or loss of use of property directly or indirectly arising out of the discharge, dispersal, release or escape of pollutants

- b) the cost of removing, nullifying or cleaning up pollutants

- c) fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of pollutants

Notwithstanding the foregoing, this Policy shall cover liability otherwise excluded under paragraph 2.4.8 (i) and 2.4.8 (ii) above which

- a) arises from a sudden, identifiable, unintended and unexpected happening which takes place in its entirety at a specific time and place, and
- b) is indemnified in not more than one annual period of original insurance

For the purpose of this exclusion, "Pollutants" means any solid, liquid, gaseous or thermal irritant of contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled reconditioned or reclaimed.

2.4.10. Contagious or Infectious Disease Explosion

The indemnity expressed in this Policy shall not apply to or include liability in respect of death or bodily injury including illness of any person directly or indirectly caused by contagious or infectious disease of any kind.

2.4.11. the first HK\$500 of the adjusted loss for each and every Claim in

respect of third party property damage

Section III. Worldwide Cover for Personal Possessions

3.1. Cover

We will cover You or any member of Your Household against Accidental loss of or damage to Personal Effects, laptops, computers, tablets and Valuables owned, used, or worn by You or any member of Your Household whilst away from Home. The maximum amount payable will not be more than HK\$10,000 per any one item, pair, set or collection and HK\$20,000 per any one claim.

We may at our option repair, reinstate or replace any items lost or damaged or may pay in cash the amount of the loss or damage.

For Personal Effects, the basis of settlement shall be the cost of repair, reinstatement or replacement of such item with due allowance for wear and tear or depreciation.

Where any Valuables or Personal Effects consist of articles in a pair, set or collection, We will not pay more than the value of any particular part or parts which may be lost or damaged.

You must give immediate notice to the police of the country where the Accidental loss or damage occurred due to theft, burglary or robbery and/or for any unexplained losses or disappearances and police report must be produced.

This Section III does not apply to any Claims that fall within the coverage of any effective Extensions under Section I (Home Contents).

3.2. Extensions

We will also cover You or any member of Your Household in respect of:

3.2.1. Money

Accidental loss of money occurring anywhere in the world up to HK\$3,000 per any one Claim. We do not cover loss caused by shortages due to error or omission. Losses must be reported to the police within twenty-four (24) hours of discovery and police report must be produced.

3.2.2. Credit Cards

Accidental loss following unauthorised use of credit cards up to HK\$10,000 per any one Claim.

We do not cover loss due to unauthorised use by any member of Your Household. Losses must be reported to both the police and the issuing authority within twenty-four (24) hours of discovery and police report must be produced.

3.2.3. Personal Identity Documents

The necessary replacement fees/costs of personal identification documents lost or damaged anywhere in the world up to HK\$3,500 per any one Claim provided such Accidental loss is reported to the local police of the country within twenty-four (24) hours of discovery

3.2.4. Hole-in-One

The actual cost of hospitality up to HK\$1,000 per Claim if You achieve a Hole-in-One whilst playing golf on any recognised golf course in the world.

You need to produce Your signed/countersigned scorecard recording the event in

substantiation of the Claim.

3.2.5. Repair Costs Reimbursement for Electronic Communication Products

Subject to an aggregate of HK\$5,000 per Period of Insurance, We will reimburse You and/or a member of Your Household up to 50% for repair costs necessarily incurred resulting from Accidental damage to Your Electronic Communication Products occurring anywhere in the world during the Period of Insurance, but excluding

- a) Theft, robbery or unexplained loss or disappearance
- b) Wear and tear, gradual deterioration, scratching or denting
- c) Mechanical, electronic or electrical derangement
- d) Liquid damage

This Extension will be subject to the following conditions:

- a) Exclude any damage already covered under any suppliers or retailers' warranties at the time of the incident
- b) All eligible repair must be performed by the manufacturer(s) and/or its authorised repair center(s) in Hong Kong
- c) All official repair receipts and damage reports issued by manufacturer(s) or its authorised repair center to be provided as proof for filing a claim

3.3. Exclusions

You or any member of Your Household are not covered for:

3.3.1. loss of or damage to contact or corneal lenses

3.3.2. loss of any Electronic Communication Products

3.3.3. loss of or damage to sports equipment while in use

3.3.4. loss of or damage to due to theft/burglary

a) by deception

b) from any unattended private motor vehicle unless all windows are securely closed and all doors and the boot are locked

c) from any open or convertible car or a car with the sun roof open unless the items were kept in a locked boot

d) of any pedal cycle away from the Home

3.3.5. loss of or damage to due to or arising from malicious acts by You or any member of Your Household

3.3.6. loss of or damage to due to detention, seize or confiscation by customs or other officials

3.3.7. loss or damage caused by or arising from

a) cleaning, restoring, lathering, repairing or renovation

b) wear and tear, market depreciation

c) rot, mildew, fungus, mould, rust, corrosion, insects,

woodworm, vermin, dyeing, scratching

d) faulty manipulation, design, plan, specification or materials

e) gradual deterioration

f) mechanical or electrical breakdown, failure or derangement unless accompanied by other damage which is covered in this section

g) change in temperature, colour, flavour, texture or finish

3.3.8. mysterious disappearance or unexplained loss

3.3.9. consequential losses of any kind

3.3.10. the first HK\$500 for each and every Claim except 3.2.5, but this Excess shall not apply to loss or damage caused by fire, lightning, thunderbolt, subterranean fire or explosion

Section IV. Accidental Death

4.1. Cover

If You or any member of Your Household sustain Accidental Bodily Injury directly from fire, theft, burglary or robbery at Your Home causing death within 3 calendar months from the respective Accident(s) which occurred during the Period of Insurance and such death is the sole and direct result of Bodily Injury to You and/or a member of your Household in the respective Accident, We will pay the compensation to the relevant estate

through the legal personal representative(s) or administrator(s).

4.2. Limit of Liability

The maximum amount payable under this Section IV will not be more than HK\$250,000 per person and in the aggregate during the Period of Insurance.

Section V. 24-Hour Home Assistance Service (Hotline 3723 3013)

5.1. Cover

We have arranged a "24 Hour Home Assistance Service" with AA (AA International) to provide the following:
On Site Service - AA will arrange the service and pay up to HK\$500 per case for:

5.1.1. Electrical Assistance

AA will arrange for a registered electrician to repair:

- a)** the main switch and wall socket of the insured premises due to malfunctioning
- b)** the air-conditioner of Your Home due to electrical/mechanical breakdown only

Referral Service will be provided for problems arising out of water dripping, coolness or noise as stated below.

5.1.2. Plumbing Assistance

In the event of clogging and/or bursting of unconcealed water pipe (other than water leakage from the water tap) of the water supply system inside Your Home, AA will arrange a licensed plumber to repair the water supply system.

5.1.3. Locksmith Assistance

In the case that You or any member of Your Household cannot open the main door of Your Home by reason of being not in possession of the door keys or being locked accidentally outside/inside Your Home or being the malfunctioning of the lock, AA will arrange for a locksmith to open the door and/or repair the lock.

Referral Service - AA will arrange the service but the costs of the service shall be at Your expense:

5.1.4. Household Appliances Repairing Service

AA will arrange for a registered electrician to repair the defect of the Your household appliances inside Your Home.

5.1.5. Home Cleaning Service

Upon Your request, AA can arrange a company specialised in home cleaning to conduct cleaning service for Your Home.

5.1.6. House Call/Dental Referral

Upon Your request, AA will arrange a house call to Your Home by a duly registered doctor or medical specialist or secure an appointment with a dental practitioner.

5.1.7. Baby Sitting/Domestic Helper/Nursing Assistance

Upon Your request, AA will arrange for a baby sitter or Domestic Helper to take care of Your child(ren) or other Household member during Your absence from the Home. A qualified nurse can also be sent to Your Home to attend to the needs of any person specified by You.

5.1.8. Pest Control Service

Upon Your request, AA can arrange a company specialised in pest

control to conduct pest control service for Your Home.

Section VI. Part-time Domestic Helper (Optional)

6.1. Cover

Employees' Compensation: If at anytime during the Period of Insurance, any Part Time Domestic Helper shall sustain Bodily Injury by Accident or Disease arising out of and in the course of her employment with You or any member of Your Household, We will indemnify You against Your liability in respect of such Accidental bodily injury or Accidental death under the Ordinance, and independently of the Ordinance to pay compensation and damage and claimant's costs and expenses, and also indemnify You against costs and expenses incurred by or on Your behalf with Our prior 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 You or any member of Your Household, being the employer of the Part Time Domestic Helper, under the Ordinance, Our liability shall be limited to such sums as We would have been liable to pay or indemnify You or any member of Your Household, as the case may be, if the Ordinance had remained unaltered.

It is further provided that the due observance and fulfilment of the terms 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 You or any member of Your Household, as the case may be, shall be conditions precedent to Our liability to make payment or to provide indemnity under this Section VI.

In the event of Your death or that of any member of Your Household, as the case may be, We will indemnify Your legal personal representative(s) or those of any

member of Your Household, as the case may be, in the terms of this Policy in respect of liability incurred by You or any member of Your Family under this Section, as the case may be, provided that such personal representative(s) shall, as though they were You or any member of Your Family, as the case may be, observe, fulfill and be subject to the terms of this Policy in so far as they are applicable.

6.2. Provisions

6.2.1. In respect of any Accident or Disease giving rise to a Claim or Claims against You or any member of Your Household, as the case may be, for which indemnity is provided under this Section VI, Our indemnity to You or any member of Your Household, as the case may be, including costs and expenses incurred by or on behalf of You or any member of Your Household, as the case may be, with Our prior written consent shall in the aggregate be limited to HK\$100 million, irrespective of the number of Part Time Domestic Helper(s) who may sustain bodily injury or death consequent on or attributable to the same occurrence of Accident or Disease.

6.2.2. In relation to any of the liability of You or any member of Your Household, as the case may be, in respect of a Disease contracted by the Part Time Domestic Helper due to the nature of the employment with You or any member of Your Household, as the case may be, during a period that extends over more than one policy period of insurance:

- a)** The aggregate of Our indemnity to You or any member of Your Household, as the case may be, under all

insurance policies including costs and expenses incurred by or on behalf of You or any member of Your Household, as the case may be, shall not exceed HK\$100 million that was/were in force at the time the nature of the Part Time Domestic Helper's employment to which such Disease was due first affected the Part Time Domestic Helper; and

- b) Subject to the limitation of paragraph 6.2.2 (a). hereof, Our indemnity to You or any member of Your Household, as the case may be, under this Part including costs and expenses incurred by or on behalf of You or any member of Your Household, as the case may be, shall be limited to such proportion of the Insured's liability in respect of such Disease as that part of the Part Time 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.

6.2.3. If the occurrence of any Accident or Disease results in indemnity hereunder to more than one Insured, the limitations of Our liability specified in paragraphs 1 and 2 hereof shall apply to the aggregate of indemnity to all Insureds.

6.2.4. At any time after the occurrence of any Accident or Disease giving rise to a Claim or Claims against You or any member of Your Household, as

the case may be, for which indemnity is provided under this Part, We may pay to You or any member of Your Household, as the case may be, the full amount of the Our liability specified in paragraph 1 and 2 hereof (after the deduction of any sum 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 thereof or for any costs or expenses whatsoever incurred by You or any member of Your Household, as the case may be, after We will have relinquished such conduct or for any loss, damage or expenses caused to You or any member of Your Household, as the case may be, in consequence of any of Our act or omission in connection therewith or of Our relinquishing such conduct.

6.3. Exclusions

You or any member of Your Household, as the case may be, are not covered in respect of:

- 6.3.1.** liability arising from pneumoconiosis or mesothelioma or noise-induced deafness
- 6.3.2.** liability which attaches by virtue of an agreement but would not have attached in the absence of such agreement
- 6.3.3.** 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

- 6.3.4.** any injury by Accident or Disease where We have not been given sufficient notice of the institution of proceedings in a court or tribunal to enable Us to be added as a party to the proceedings
- 6.3.5.** any amount which You or any member of Your Household, as the case may be, would have been entitled to recover from another party but for an agreement made by You or any member of Your Household, as the case may be, and that party
- 6.3.6.** any compensation and/or damages payable under this section to Part Time Domestic Helper(s) who is/are member(s) of Your Household
- 6.3.7.** any injury by accident or disease sustained outside Hong Kong SAR, unless covered under the Ordinance
- 6.3.8.** any person who is not an “employee” within the meaning of the Ordinance

If We are obliged by the Ordinance to pay an amount for which We would not otherwise be liable, You or any member of Your Household, as the case may be, shall repay the amount to Us.

“Noise-Induced Deafness” has the same meaning as assigned to that expression in the Occupational Deafness (Compensation) Ordinance (Chapter 469 of the laws of Hong Kong) and Pneumoconiosis” has the same meaning as assigned to that expression in the Pneumoconiosis and Mesothelioma (Compensation) Ordinance (Chapter 360 of the laws of Hong Kong).

6.4. Terrorism Endorsement

Notwithstanding any provision to the contrary in this Policy or any endorsement thereto it is hereby agreed that in respect of any bodily injury or death by accident or disease (“the Loss”) 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 or terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the Loss:

- 6.4.1.** the Policy Limit of Indemnity shall be such amount which We actually receives from the Government of the Hong Kong Special Administrative Region of the People’s Republic of China (“the Government”) pursuant to an Agreement for Provision of Facility dated 11 January 2002 between the Government and Us under which the Government agreed to make available to Us and other direct insurance companies authorized to underwrite employees’ compensation insurance business in Hong Kong SAR 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”)
- 6.4.2.** We will only be required to make payment after it has received from the Government (i) an approval letter confirming that We should settle the Claim and (ii) payment under the Facility Agreement; and
- 6.4.3.** for the avoidance of doubt, We will 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 the Loss does not fall within the scope of the Facility Agreement or Our breach of the Facility Agreement or the Loss does fall within the Exceptions or any other conditions leading to no payment for the Loss of the Facility Agreement, or the Facility Agreement ceases in the event that the remaining balance under the Facility is exhausted or the termination of the Facility Agreement by the Government

For the purpose of the above an act of 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 We allege that the Loss falls within the scope of this Endorsement, the burden of proving the contrary shall be upon You or any member of Your Household, as the case may be.

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

Section VII. Buildings (Optional)

7.1. Cover

We will cover You and any member of your Household against Accidental physical loss of or damage to Your Buildings unless the cause is excluded, for the costs actually incurred to repair, reinstate or rebuild Your Building to the same condition and extent it

was when new for the purpose of repair, reinstatement or rebuilding of the damaged Buildings.

We will not pay for the replacement of or work on any undamaged items or remaining parts of Your Buildings solely because they form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design.

Our maximum liability under this Section including Extensions shall not exceed the costs actually incurred to rebuild or repair Your Building as covered under this Section to the same condition and extent as when new subject to a cap of HK\$20,000,000 in aggregate per any one Period of Insurance. If Your Building is not repaired or rebuilt, We will only pay You the indemnity value immediately before the loss and the reasonable costs of demolition and removal of debris, subject to a cap of HK\$20,000,000 in aggregate per any one Period of Insurance.

7.2. Extensions

We will also cover You for an amount as stated in the Schedule in respect of:

7.2.1. Removal of Debris

Costs and expenses necessarily incurred by You with the consent of the Company in

- a) removing debris
- b) dismantling and/or demolishing
- c) shoring up or propping

of the portion or portions of the Buildings insured under this Section. Subject to a maximum limit of Five (5) percent of the actual rebuilding costs.

7.2.2. 'Architects', Surveyors and Consulting Engineers' Fees

The Architects' Surveyors' and Consulting Engineers' fees necessarily incurred in the reinstatement of the property specified consequent upon its destruction or damage but not for preparing any Claim, for an amount not exceeding 5% of the actual rebuilding costs on the Building insured, it being understood that the amount payable for such fees shall not exceed those authorised under the Scale of Professional Charges of The Royal Institute of British Architects &/or of the Schedule of Professional Charges of The Royal Institution of Chartered Surveyors and/or of the Association of Consulting Engineers as the case may be, or of the respective equivalent local body.

7.2.3. Landslip and Subsidence

Loss of or damage to the Building insured directly caused by subsidence of the site or landslip, occurring within the period stated in the Schedule but excluding:

- a) loss of or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences:
 - i) Coastal erosion
 - ii) Heave
 - iii) Bedding down of structures or the settlement of made up ground within Five years of completion of such works
- b) loss of or damage to paths drives fences gates boundary and retaining walls caused by subsidence and/or landslip

- c) unless otherwise specifically insured, the cost of removal of subsidence and/or landslip debris or the making good of the site following subsidence and/or landslip except in so far as is necessary to repair the Building insured
- d) loss or damage directly occasioned by or through defective design or workmanship or the use of defective materials
- e) consequential loss or damage of any kind or description
- f) the first HKD10,000.00 or 10% of each and every loss, whichever is the greater, as ascertained after the application of any condition of average and occurring within each and every separate period of 72 consecutive hours during the Period of Insurance

Warranted:

- a) You shall maintain the Building in sound repair and shall take all responsible steps to prevent damage from the perils covered hereby.
- b) You 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 the Hong Kong Special Administration Region including the

guideline stipulated in the GEOGUIDE 5 – GUIDE TO SLOPE MAINTENANCE published by the Geotechnical Engineering Department, Hong Kong.

- c) You shall notify the Company immediately:
 - i) if any excavations are commenced beneath, around or in the vicinity of the Building
 - ii) of the operation of an insured peril affecting any part of the site (whether or not the Building is involved) or its nearby surroundings

In such event the Company shall have the rights to vary or cancel the cover provided under this policy.

7.3. Exclusions

You or any member of Your Buildings are not covered for

7.3.1. Accidental loss or damage by theft, burglary or robbery

- a) if Your Buildings is unoccupied for more than 30 consecutive days
- b) if Your Buildings or any part is lent or let
- c) by deception unless deception is used to gain entry to Your Buildings
- d) by a member of Your Buildings including Part Time and/or Overseas Domestic Helper

7.3.2. Accidental malicious damage or loss or damage following vandalism

- a) if Your Buildings is unoccupied for more than 30 consecutive days
- b) by a person lawfully in Your Buildings

7.3.3. Accidental loss or damage caused by or arising from

- a) wear and tear, depreciation in value
- b) rot, mildew, fungus, mould, rust, corrosion, insects, woodworm, vermin, dyeing, scratching, repair, renovation
- c) faulty manipulation, design, plan, specification or materials
- d) gradual deterioration
- e) mechanical or electrical breakdown, failure or derangement unless accompanied by other damage for which indemnity is provided by this Section
- f) change in temperature, colour, flavour, texture or finish
- g) action of light, atmospheric condition, shrinkage or evaporation
- h) consequential loss of any kind
- i) any items not defined as Buildings herein
- j) inadequate maintenance

- 7.3.4.** the first HK\$500 of each and every Claim, but this Excess will not apply to loss or damage caused by fire, lightning, thunderbolt, subterranean fire or explosion
- 7.3.5.** Loss or damage directly or indirectly arising from or caused by the enforcement by the Government, governmental bodies or government-related establishments of any ordinance or law or regulation regulating the construction, repair or demolition of Your Building

Section VIII. General Exclusions

- 8.1.** War and Kindred Risks
This Policy does not cover any loss, destruction, damage, liability or bodily injury directly or indirectly occasioned by or through or in consequence of war, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, nationalization, confiscation, requisition seizure or destruction by the government, municipal, local or any public authority, mutiny, riot, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
- 8.2.** Radioactive Contamination
We will not be liable for loss, destruction of or damage to any property or any loss or expense resulting or arising therefrom or any consequential loss and/or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - 8.2.1.** ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - 8.2.2.** radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 8.3.** Sonic Bangs
We will not cover loss or damage directly occasioned by pressure waves, caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 8.4.** We will not be liable in respect of:
 - 8.4.1.** any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
 - 8.4.2.** any sum which You would have been entitled to recover from any party but for an agreement between You and such party
 - 8.4.3.** judgments which are not in the first instance delivered by or obtained from a court of competent jurisdiction in Hong Kong SAR
- 8.5.** We will not be liable for costs and expenses arising from loss or destruction or damage caused by pollution or contamination except destruction or damage to the property insured caused by pollution or contamination resulting from a peril hereby insured against
- 8.6.** We will not be liable for any injury by accident or disease sustained outside Hong Kong SAR unless specially mentioned otherwise
- 8.7.** Terrorism Exclusion (applicable to all Sections except Section VI)
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 organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This Exclusion 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, preventing, suppressing or in any way relating to any act of terrorism.

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

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

8.8. IT Clarification Clause

Property damage 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:

8.8.1. 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 insured physical damage to the substance of property shall be covered

8.8.2. 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

8.9. Total Asbestos Exclusion

It is hereby understood and agreed that this Policy shall not apply to and does not cover any actual or alleged liability whatsoever for any Claim or Claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

Section IX. General Conditions

9.1. The due observance and fulfilment of the terms of this Policy in so far as they relate to anything to be done or not to be done by You or any member of Your Household insured under this Policy, and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of Us to make any payment under this Policy

9.2. You or any member of Your Household insured under this Policy, must give Us notice in writing immediately after the occurrence which may give rise to a Claim or You or any member of Your Household insured under this Policy, become aware of any intention to prosecute You or any member of Your Household insured under this Policy, any impending prosecution, inquest or fatal inquiry in connection with the occurrence. Every letter, Claim, writ, summons and process shall be forwarded to Us immediately on receipt

9.3. No admission, offer, promise or payment shall be made by or on behalf of You or any member of Your Household insured under this Policy, without Our prior written consent and We will be entitled if We so desire to take over and conduct in Your name or the name of Your Household member insured under this Policy, the defence or settlement of any Claim or to prosecute in Your name or the name of Your Household member insured under this Policy, for our own benefit any Claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any Claim and You or any member of Your Household insured under this Policy, shall give all such information and assistance as we may require.

At any time after the happening of any event giving rise to a Claim or a series of Claims under this Policy, We may pay You or any member of Your Household insured under this Policy, the Policy limit of liability (after deduction of any sums already paid) or any lesser amount for which such Claims can be settled and relinquished the conduct of the defence settlement or proceedings to You or any member of Your Household insured under this Policy. We will not be liable for any costs or expenses whatsoever incurred by You or any member of Your Household insured under this Policy, or by

any claimant or other person after we will have relinquished such conduct

9.4. You or any member of Your Household insured under this Policy, shall take all reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations

9.5. You or any member of Your Household insured under this Policy, shall

9.5.1. use all reasonable diligence and care to keep Your Home in a proper state of repair and if any defect therein be discovered shall cause such defect to be made good as soon as possible and shall in the meantime cause such additional precautions to be taken for the prevention of injury, loss or damage as the circumstances may require and We will not be liable for any injury, loss or damage caused by a defect which You or any member of Your Household insured under this Policy, have failed to remedy after having received notice of such defect either from us or any person or public body; and

9.5.2. exercise all reasonable precautions for the maintenance and safety of the property insured

9.6. You or any member of Your Household insured under this Policy, shall give immediate notice to us of any alteration that materially affects the risk

9.7. If any Claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by You or any member of Your Household insured under this Policy, or anyone acting on behalf of You or any member of Your Household insured under this Policy, to obtain any benefit under this Policy or if any loss or damage is occasioned by the wilful act or

connivance of You or any member of Your Household insured under this Policy, all benefit under this Policy shall be forfeited

- 9.8.** Unless otherwise expressly stated, nothing contained herein shall give any rights against Us to any person other than You or any member of Your Household insured under this Policy. Further, We will not be bound by any passing of the interest of You or any member of Your Household insured under this Policy, otherwise than by death or operation of law unless and until We will by endorsement declare the insurance to be continued. The extension of Our liability in respect of the property of any person other than You or any member of Your Household insured under this Policy, shall give no right of Claim hereunder to such person, the intention being that You or any member of Your Household insured under this Policy,

shall in all cases claim for and on behalf of such person and the receipt of You or any member of Your Household insured under this Policy, shall in any case absolutely discharge our liability hereunder

- 9.9.** We may cancel this Policy by sending seven days' notice by registered letter to You at Your last known address and shall return to You the premium less the pro-rata proportion thereof for the period the Policy has been in force. You may cancel this Policy at any time and shall be entitled to a refund of the difference between the premium paid and the premium calculated at the following short period rate table for the period for which this Policy has been in force, provided that no Claim has been made under this Policy subject to a minimum retaining premium of HK\$500 (including premium levy).

Short period rate table:

Period (not exceeding)	Premium charged
1 month	10% of annual rate
2 months	20% of annual rate
3 months	30% of annual rate
4 months	40% of annual rate
5 months	50% of annual rate
6 months	60% of annual rate
7 months	70% of annual rate
8 months	80% of annual rate
Exceeding 8 months	Full annual premium

- 9.10.** If any part of the premium is calculated on estimates, You shall within one month, from the expiry of each Period of Insurance, furnish such details as we may require and the premium for such period shall be adjusted subject to any minimum premium

- 9.11.** If an indemnity is or would, but for the existence of this insurance, be granted by any other insurance We will not provide indemnity except in respect of any Excess beyond the amount which is or would, but for the existence of this insurance, be payable

9.12. You or any member of Your Household insured under this Policy, shall at Our expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonable required by Us for the purpose of enforcing any rights or remedies or of obtaining relief or indemnity from other parties to which We will be or would become entitled or subrogated upon Our paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary before or after Our indemnity to You or any member of Your Household insured under this Policy

9.13. The indemnity shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Hong Kong SAR nor to order obtained in the said Court for the enforcement of judgment made outside Hong Kong SAR whether by way of reciprocal agreement or otherwise

9.14. All differences arising out of this Policy shall be determined by the following mechanism in the following sequence:

9.14.1. Mediation by an accredited mediator and in accordance with the prevailing Mediation Ordinance (Chapter 620 of the Laws of Hong Kong). In the event that an agreement on the choice of mediator could not be reached between or among the parties with difference(s), either party could refer the difference(s) to the President for the time being of the Mediation Council for their nomination of the mediator and that such nomination of mediator would be final. In the further event that the terms of the mediation agreement could not be reached between or among the parties with difference(s), the nominated mediator would have the sole

authority to decide on the contents of the mediation agreement including but not limited to the choice of venue for mediation and the definition of "minimum participation"

9.14.2. Arbitration in accordance with the prevailing Arbitration Ordinance (Chapter 609 of the Laws of Hong Kong). If the parties fail to agree upon the choice of arbitrators or umpires, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre

9.14.3. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that, firstly, mediation should be attempted pursuant to clause 14(a) above; and, secondly, failing full and final resolution of the difference(s) by way of mediation, an arbitration award shall be obtained before any legal proceedings would be instituted. If We will disclaim liability to You for any Claim hereunder and such Claim shall not within twelve 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 thereafter be recoverable hereunder

9.15. Governing Law and Jurisdiction
This Policy shall be governed by and interpreted in accordance with the laws and regulations of Hong Kong SAR. Subject to Section 8 14) (Alternative Dispute Resolution), the parties hereby irrevocably agree to submit to the exclusive jurisdiction of the Hong Kong courts.

9.16. Rights of Third Parties

Other than You or as expressly provided to the contrary, a person who is not a party to this Policy has no right to enforce or to enjoy the benefit of any term of this Policy. Any legislation in relation to third parties rights in a contract shall not be applicable.

9.17. Language

The English language version of this Policy shall be controlling in all respects and shall prevail in case of any inconsistencies with translated versions, if any.

個人資料收集聲明

利寶國際保險有限公司（以下簡稱『本公司』）根據『個人資料（私隱）條例』（香港法例第 486 章）（以下簡稱『條例』）就收集、持有、處理、使用和/或轉移個人資料承擔有關責任。

就本聲明而言，「個人資料」是指符合以下說明的任何資料：

1. 直接或間接與一名在世人士有關的
2. 從該資料直接或間接地確定有關的個人的身份是切實可行的；及
3. 該資料的存在形式令予以查閱及處理均是切實可行

目的

本公司所收集或持有的客戶個人資料（包括但不限於保單持有人、受保人及受益人），可能會使用、存儲、處理、轉移、或披露或分享致以下各強制性的目的：

1. 處理和確定保險申請書、理賠，及持續提供保險服務
2. 處理付款事宜和直接付款授權書
3. 管理、調查和分析任何索償事宜、訴訟和/或針對客戶的訴訟，以及行使本公司根據保險條款賦予的權利，包括但不限於代位權
4. 從事統計資料或用於會計事務
5. 履行任何對本公司、母公司和附屬公司（『利寶互助保險集團公司』）具有約束力的本地或海外法律、法規、守則或指引之披露要求
6. 遵守香港特別行政區的法院命令和包括但不限於保監處、香港保險業聯會、核數師、政府機構和政府成立之相關監管機構對利寶互助保險集團公司具有約束力的合法要求
7. 協助本公司的實質或建議承讓人能夠評核擬進行涉及有關轉讓的交易
8. 從事核實身份和/或信貸審查和/或追收債務

9. 為相關保險產品進行具參考用途之醫療或健康調查
10. 資訊科技管理及商業營運
11. 保障資訊科技的安全
12. 偵察及調查非法活動，包括欺詐、洗黑錢及與恐怖主義有關的經濟活動
13. 遵從合法監管以及管治義務，包括回應由公眾及政府部門及有關機構的要求（包括你居住以外的國家）
14. 協助本公司和利寶互助保險集團之公司政策及其標準監察及評估違規事宜
15. 實現其他合法的商業目的，例如開展保險調查、研究和分析，包括分析本公司的客戶群和其他個人資料，分析他們的行為、偏好和興趣、開發新產品、改進本公司的服務、識別客戶使用趨勢、了解本公司客戶的利益、計劃和執行商業交易（包括合資企業和業務銷售）以及其他合法商業目的
16. 遵守任何本地或海外的法律或監管義務
17. 建立、行使或維護任何利寶互助保險集團公司成員的法律權利
18. 提供第三方管理服務
19. 促進協助利寶互助保險公司的全球性配合、溝通和團隊合作
20. 直接涉及任何上述的其他目的；及
21. 當獲得閣下同意時提及的任何其他目的

如閣下不向我們提供個人資料，我們未必能夠簽訂保單、處理索償、提供保險產品、服務或處理你的要求。

請確保你向本公司提供完整準確的個人資料，並隨時更新你個人資料的任何變更。請注意，如果你需要時不向本公司提供完整和準確的個人資料，可能會對你造成不良後果。

直接營銷

本公司所收集或持有的客戶個人資料，特別是姓名和聯繫資料，如電話號碼、電子郵件地址和郵政地址，可能會用以提供本公司和/或利寶互助保險集團的公司的營銷材料，並進行有關本公司、利寶互助保險集團公司的保險及/或金融產品及服務和/或其他金融服務供應商的直接營銷活動（包括但不限於通過電子或其他手段促銷，推廣或銷售本公司、利寶互助保險集團公司或聯營公司有關保險或財務或投資產品或服務）。

☐ 如果你不同意接收有關直銷通訊，請於下方標上✓號。

或者你可以下載「[拒絕接受直銷推廣表格](#)」。

如保客戶沒有“選擇退出”的要求，本公司持有之保單持續生效將被視為不反對本公司將其個人資料使用於此自願性的營銷目的。

個人資料的轉移

本公司所持有的個人資料將予以保密，並可能會本地、區域或全球性地保留或存儲。

根據任何適用的法律條例，本公司可能根據一種或多種上述的目的需要向香港境內或境外的第三方透露閣下提供/披露的個人資料。

你的個人資料可能會提供給：

1. 其他利寶互助公司：其他利寶互助附屬公司可能會在適當的情況下取得和使用與本公司的業務相關的個人資料，以實現上述一項或多項目的
2. 任何利寶互助保險集團公司，或任何其他從事與保險或再保險業務有關的公司，或中介人
3. 我們的服務供應商：任何向本公司提供行政、電訊、電腦、付款、銀行或其他與業務運作有關服務，包括但不限於向本公司的代理人、承包商、銀行家及第三方服務供應商，與本公司業務營運及利寶互助附屬公司提供服務的角色，例如會計師、審計師、律師及其他外部專業顧問、電話客戶中心服務、電腦系統和管理、電腦技術支援和保安服務、雲端、研究和分析服務供應商，辦理索償理賠或調查服務和公証行，以及協助我們展開商業活動的第三方服務提供商
4. 第三方服務供應商包括法律顧問、調查員、公

証行、再保險公司、醫療和康復顧問、緊急救援公司、網絡醫生集團、醫療意見顧問、測量師、專家、維修人員、會計師和數據處理員

5. 其他第三方：對於任何重組，合併，出售，合資，委托，轉讓或其他處置的全部或任何部分的情況下的第三方業務，資產或股票（包括任何破產或類似訴訟）；再保險公司
6. 信貸資料服務機構，在違約情況下，任何債務追收機構或辦理索償理賠或調查服務公司
7. 本公司或任何聯營公司在遵守由政府，監管機構或其他當權者推行的法規、守則或指引及履行法律責任時需要向其披露之任何人士
8. 根據有司法管轄權的法院命令受權之任何人士
9. 利寶互助保險集團公司的實質或建議受讓人或利寶互助保險集團公司與保單持有人相關權利的承讓人
10. 提供給美國利寶互助保險集團公司或利寶互助保險集團公司的數據中心可以託管相應的服務器，或者可以利用利寶互助保險集團公司將成為處理，存儲和/或備份的控制器的第三方服務器個人資料。這些數據中心和/或服務器可能位於新加坡，亞洲其他地區、美國、歐洲和拉丁美洲或由利寶互助保險集團公司集團公司確定的其他國家/地區
11. 為客戶盡職調查或打擊清洗黑錢的篩選之風險智能供應商
12. 如保客戶沒有“選擇退出”的要求，與本公司保持業務轉介或其他安排上之其他銀行/金融機構、商業或慈善組織作為直銷通訊用途
13. 第三方營銷服務供應商和保險中介機構作為直銷通訊用途
14. 任何實際或建議購買者提供給公司業務，在合併，收購或其他公開發行的情況下，購買者或認購者為利寶互助保險集團公司的股份
15. 提供給參與維護，審查和開發本公司的業務系統，程序和基礎設施的組織，包括測試或電腦升級系統

16. 提供你的代表，包括你的法律顧問
17. 提供給已獲得你同意的人
18. 提供獲其他公司授權的服務供應商，在需使用個人資料向你提供有關上述項目之服務
19. 本公司認為必要或適當的：遵守法律程序，回應公共和政府機構（包括居住國以外的公共和政府機構）的要求，執行我們的細則及條款，保護本公司的業務營運，及保護本公司的權利、私隱、安全或財產，以及/或你或他人的；偵察和防止欺詐行為；並允許本公司補救措施或限制本公司可能遭受的損害

海外資料處理

本公司可能會與本公司的一家或多家聯屬利寶互助保險集團公司，服務供應商或第三方共享個人資料，以達到本公司隱私政策中所述的目的。其中一些附屬公司，服務供應商和可能位於其他國家的第三方，可能不受你所在國家/地區的法律約束。通過與公司分享個人資料，你同意根據我們的隱私政策向美國（公司總部所在地）或其他國家收集、使用、處理和轉讓此類資料。我們將採取一切合理必要的措施，確保你的個人資料得到安全處理，並符合我們的私隱政策。請注意如果你的個人資料於香港以外的單位取得或使用，你的個人資料可能不會獲得與香港法律相等的保護。

查閱及更正個人資料

根據條例的規定，所有保單持有人可聯絡本公司之

個人資料私隱主任查閱、更正和/或更改自己的個人資料：

利寶國際保險有限公司，香港鰂魚涌華蘭路 25 號
栢克大廈 13 樓

根據條例的規定，本公司在處理個人資料查閱申請時可向客戶收取合理的費用。

如中、英文版本有任何歧義或不相符之處，概以英文版本為準。

重要 - 請詳閱以下條款及規定確保已符合閣下之需要。

保單

經「閣下」簽署的「升級尊尚家居」保險計劃投保書及/或聲明，以及「閣下」或「閣下」的代表提供的任何資料，將作為本「保單」的依據。鑒於「閣下」支付「附表」註明的保費，「本公司」承諾並同意遵從本「保單」的「條款」、「不承保事項」與「條件」的規定，按照「附表」訂明可執行各節指定的範圍及方式，在「保障期」內為「閣下」提供保障。

「升級尊尚家居」保險計劃乃利寶國際保險有限公司與「閣下」之間合約的憑證。本「保單」為合約的一部分，「閣下」應詳閱以下各節。

一般釋義

除非相關各節另有指定解釋，否則以下詞語在本文將如下詮釋：

1. 意外	指於「保障期」內一宗突然、突發、不可預見及偶然發生的事故。
2. 身體損傷	指於「保障期」內因純粹及直接地由意外或透過暴力、外在及可見的方法進行而導致身體受傷（不受任何其他因素引致）。但不包括自己、疾病或患病造成的傷害。
3. 建築物	指位於「附表」所載受保地點的「閣下」「家居」樓宇結構，包括業主的固定裝置、固定附著物、室內裝修、附屬建築物、花園圍牆、閘、圍欄、平台、陽台、樹籬、小徑、車路，但不包括地基、排水渠或位於其最低樓層之下的任何結構部分。
4. 索償	指「本公司」按照「保單」承保的一宗事件引起的單一或連串損失。
5. 財物	指屬於「閣下」或「閣下的家人」或「閣下」或「閣下的家人」需承擔責任的傢俬、固定裝置、固定附著物、牆紙、牆漆、地氈、室內裝飾；已翻新的牆面、天花板、地板及門（但不包括各種窗戶）；家居設備及個人物品、電腦、手提電腦、平板電腦以及家庭

電器。但不包括：

- a) 任何從事商業、貿易或專業用途的財物
- b) 擺放在「家居」以外其他地點之財物
- c) 在另一保單已特別投保的財物
- d) 露台、陽台、天井、平台、前庭或露天範圍內或上的財物
- e) 動植物
- f) 隱形眼鏡
- g) 金錢、契約、債券、匯票、本票、證券、任何性質的文件、信用卡、手稿、獎章及錢幣
- h) 電子通訊產品（除非本「保單」另行訂明）
- i) 車輛（花園車輛如家用剪草機等除外）、電單車、活動房屋車、拖車或位於車上的零件及配件
- j) 船及舷外發動機或其零件及配件
- k) 飛機或任何飛行或天空飛行裝置，以及其配件及零件；及
- l) 「家居」樓宇結構的任何部份、任何不屬於「閣下」的固定裝置和固定附著物，或外置電視及電台天線配件、天線杆及塔

6.	保障	指「保單」及「附表」所載的規限下受保障範圍。
7.	信用卡	指「閣下」或「閣下的家人」所擁有的信用卡及 / 或提款卡。
8.	疾病	於本「保單」第VI節內指「受保人」的「兼職家傭」在受聘期間因工作染上疾病。
9.	免賠額	指根據本「保單」不會賠償及在「本公司」支付任何賠償金額之前「閣下」或「閣下的家人」須要先行自付的特定金額。
10.	電子通訊產品	指任何傳呼機、手提 / 流動電話及智能電話。
11.	僱員	具有《僱傭條例》內相同的定義。
12.	固定附著物	指非永久固定於「閣下」「家居」，並可在搬遷時帶走的裝置。
13.	固定裝置	指永久固定於「閣下」「家居」的裝置，包括但不限於地磚、窗及大門，並不會在搬遷時帶走。
14.	家居	指「閣下」或「閣下的家人」所擁有或居住位於「附表」所載受保地點的私人居所、房屋或私人住宅，包括任何用作住宅的建築物及附屬建築物。
15.	賠償上限 / 投保額	指「附表」及 / 或「保單」所載的最高賠償額。
16.	金錢	指「閣下」或「閣下的家人」所擁有的現金、貨幣或鈔票、未經使用的郵票、支票、郵局匯票及銀行匯票、旅行支票、車船或飛機票、午餐券、電話卡、八達通卡及禮券。
17.	條例	指在本「保單」開始日生效的《僱員補償條例》（香港法律第282章）。
18.	外籍家傭	指並非「閣下的家人」且合法受僱於「閣下」或任何「閣下的家人」在「閣下」「家居」完成家務的人士。
19.	兼職家傭	指並非「閣下的家人」且合法受僱於「閣下」或任何「閣下的家人」在「閣下」「家居」完成家務的人士。
20.	保障期	指「附表」中所述的時期，以及「閣下」同意支付保費及「本公司」接納「閣下」的保費後保單續保的每個後續時期。

21. 個人物品	指「閣下」或「閣下的家人」或「閣下」的「外籍家傭」所佩帶或隨身攜帶的個人物品，但並不包括「貴重物品」、「金錢」或關乎任何職務而持有或使用的物件或已獨立投保的物件。
22. 個人身份證明文件	指「閣下」或「閣下的家人」所擁有的法律身份證明文件，例如身份證、護照、駕駛執照及港澳居民來往內地通行證。
23. 保單	指本「升級尊尚家居」保險單，包括但不限於此保險單、申請表、計劃書、聲明、附表及任何備忘或批單。
24. 附表	指本「保單」隨附的列表，其中列出了「受保人」、「家居」、「保障期」、「保障」詳情、限額以及構成本「保單」的詳細訊息。
25. 貴重物品	指「閣下」或「閣下的家人」擁有的珠寶、寶石、黃金物品、銀或其他貴金屬物品、手錶、攝影器材、望遠鏡、藝術品、古董、皮草、樂器（不包括鋼琴）。
26. 本公司	指利寶國際保險有限公司。
27. 閣下 / 受保人 / 保單持有人	指「保單」「附表」上稱為「受保人」的人士，包括直接僱用「外籍家傭」的人士。
28. 閣下的家人	指「閣下」的家庭成員、親屬，及 / 或其他永久居在「家居」的人士，但不包括「閣下」作為業主簽訂租約的任何租客和「外籍家傭」。

第I節 - 家居財物

「本公司」將向「閣下」或「閣下的家人」提供保障。

1.1. 保障

除非本「保單」條款訂明不承保，否則如「閣下」「家居」內「財物」及「貴重物品」在「保障期」內蒙受意外損失或損壞，

1.2. 賠償上限

「本公司」根據本節作出賠償限額如下：

貴重物品	每件、每對、每套或每系列之最高賠償金額為港幣20,000元；每宗「索償」之最高賠償金額為港幣300,000元
家居財物	每件、每對、每套或每系列之最高賠償金額為港幣100,000元；每宗「索償」之最高賠償金額為港幣1,350,000元
電腦、手提電腦、平板電腦	在每個保障期內每件修理費用之最高賠償金額為港幣10,000元；每宗「索償」之最高賠償金額為港幣20,000元

以每宗「索償」，以上第1、第2及第3項的最高保障總金額不可超過港幣1,350,000元。

1.3. 理賠基準

「本公司」可選擇修理、恢復或更換任何遺失或損壞的「財物」至受損前大致相同的狀態，而不會比受損前狀態更好，又或以現金支付遺失或損壞財物的金額；以較低金額者為準。

家居傢俬及固定裝置（包括鋼琴及電子琴）、

家庭電器（包括雪櫃、冰箱、唱片機、收音機、電視機、磁帶錄音機及同類電力及電子器材）如購買不足五年，理賠基準為恢復或修理至受損前大致相同的狀態，而不會比新購時狀態更好或更完善所需的費用。賠償金額不會因應損耗或折舊作任何扣款。

而「財物」不屬於上段所載的，包括窗簾、牆紙、牆漆、地氈、室內裝飾、已翻新的牆面、天花板、地板、門、衣物及家用檯布床單（不論新舊），支付賠償時均會扣除損耗或折舊金額。

每對、每套或每系列物品

如任何「財物」包括每對、每套或每系列物品，「本公司」只會支付遺失或受損該部份的價值。

如發生失竊、爆竊或搶劫事件，「閣下」必須24小時內報警，並向「本公司」提供警方報告。

「財物」的投保額將由「閣下」提交「索償」通知書當日開始自動復效。

1.4. 額外保障事項

「本公司」會為「閣下」或「閣下的家人」提供以下保障：

1.4.1. 臨時居所

「閣下」的「家居」若因本節承保的損害導致持續不適宜居住而需進行恢復工程，「本公司」將賠償「閣下」或「閣下的家人」在施工期間另覓適當居所的必要及合理費用。每日最高賠償金額為港幣1,500元，每宗「索償」之最高賠償金額為港幣50,000元。若「閣下」「家居」所在的全棟建築物停電超過24小時導致持續不適宜居住，每日最高賠償金額為港幣1,500元，每宗「索償」之最高賠償金額為港幣10,000元。

1.4.2. 修理或更換鎖及窗

「閣下」「家居」的門鎖、門匙或窗因失竊、爆竊或搶劫遭損壞而需修理或更換，「本公司」將支付所需的合理費用，每宗「索償」最高賠償金額為港幣5,000元。

1.4.3. 冷藏食品

如存放在「閣下」「家居」的冰箱或雪櫃冷藏格內的冷藏食品，因為意外而引致冰箱故障而變壞，「本公司」會賠償食品的更換費用。

然而「本公司」將不承保以下項目：

- a) 蓄意行為或故意疏忽導致的損失或損壞

- b) 作商業用途的食物

- c) 任何種類的從屬損失

每宗「索償」最高賠償金額為港幣2,500元。

1.4.4. 「家居」內的「金錢」及「信用卡」

如「閣下」或「閣下的家人」「家居」內的金錢因遺失或失竊，或「信用卡」被未經授權的人士擅用而招致損失，本公司會作出賠償，每宗「索償」最高賠償金額為港幣5,000元。

然而「本公司」將不承保以下項目：

- a) 並未在事發後24小時內報警及向「信用卡」發卡機構（如適用者）報失
- b) 折舊、被沒收或因錯誤或遺漏而造成的缺額
- c) 不遵守發卡機構的條款或「閣下的家人」未經授權擅用「閣下」的「信用卡」所引致的損失，以及「閣下」可從任何其他途徑追回的損失

1.4.5. 暫時搬離「家居」的「家居財物」

「閣下」位於香港特別行政區「家居」的「家居財物」（但不包括第III節承保的「個人物品」或「貴重物品」）暫時搬離或在運送途中因以下事故遺失或損壞：

- a) 火災、雷暴、爆炸、地震、暴亂及內亂
- b) 暴風、水災、惡意行為或蓄意破壞、漏水、漏油或車輛撞擊（只限位於建築物內的「家居財物」）
- c) 以下地點的失竊 / 爆竊事件：
 - i) 「閣下」或「閣下的家人」暫時居住或工作的建

建築物

- ii) 利用武力破門進入任何建築物

- d) 「家居財物」攜帶在身上期間被搶劫或盜竊

每宗「索償」最高賠償金額為港幣120,000元。

1.4.6. 清理災場

「本公司」將賠償「閣下」或「閣下的家人」因本節承保的意外損失或損壞而產生的必須清理「閣下」「家居」的瓦礫費用。每宗「索償」最高限金額為港幣5,000元。

1.4.7. 搬屋

「家居財物」及「貴重物品」由專業搬運公司 / 承辦商從位於「閣下」「家居」搬至位於香港特別行政區境內的永久新住所期間因意外蒙受之物質損失或損壞。

然而「本公司」將不承保以下項目：

- a) 遺失金錢及 / 或信用卡
- b) 瓷器、玻璃、陶器及其他易碎物品的損失或損壞，除經由專業包裝商 / 搬運承辦商包裝運送則例外
- c) 因無人看管車輛造成「財物」及「貴重物品」的損失或損壞

每宗「索償」最高賠償金額為港幣1,000,000元。

1.4.8. 暫時存放「家居財物」

- a) 「本公司」將賠償「家居財物」及「貴重物品」因上文額外保障事項7 搬屋，而需暫時存放在專業搬運公司安排的樓宇，因意外而蒙受的損失或損壞。最長存放期為30天

- b) 如「閣下」因「家居」或「家居財物」意外損失或損壞以致「家居」不適宜居住，「本公司」將賠償暫時存放「家居財物」（不包括「個人物品」及「貴重物品」）的費用。最長存放期為30天

每宗「索償」最高賠償金額為港幣100,000元。

1.4.9. 室內翻新、裝修及加建工程

「閣下」的「家居」進行室內翻新、裝修及加建工程時「家居財物」及「貴重物品」招致任何意外損失或損壞，「本公司」將作出賠償，但上述之室內翻新、裝修及加建工程的合約總值不可超過港幣500,000元，而合約期不可超過兩個月。此外「本公司」並會賠償承辦商在「閣下」的「家居」進行室內翻新、裝修及加建工程期間，合約工程出現的意外損失或損壞，而合約期亦不可超過兩個月。

每件、每對、每套或每系列物品最高賠償金額為港幣10,000元，每宗「索償」最高賠償金額為港幣100,000元。

1.4.10. 「外籍家傭」的「個人物品」

「本公司」將賠償居於「閣下」「家居」的「外籍家傭」之「個人物品」蒙受的損失或損壞，每宗「索償」最高賠償金額為港幣10,000元，但需符合以下規定：

- a) 有關的損失或損壞，猶如「閣下」的「個人物品」般受本節保障
- b) 「外籍家傭」必須猶如「閣下」般遵守本「保單」的「條款」、「不承保事項」與「條件」

1.4.11. 山泥傾瀉及地陷

於「附表」所述時期，由所在地地陷或山泥傾瀉直接導致的受保「建

建築物」損失或損壞，但下列情況除外：

- a) 由下列任何情況直接或間接導致的損失或損壞：
 - i) 沿岸侵蝕
 - ii) 升沉
 - iii) 工程完成五年內的地基下陷或人造地面下沉
- b) 由地陷及 / 或山泥傾瀉導致的車路、圍欄、大門、邊界及圍牆的損失或損壞
- c) 除非另有明確受保，否則清理地陷及 / 或山泥傾瀉後的災場，或在地陷及 / 或山泥傾瀉後復原地盤的成本（有必要修理受保「建築物」除外）
- d) 由設計缺陷或工藝問題或使用劣質材料而直接導致或引起的損失或損壞
- e) 任何種類或情況之從屬損失或損壞
- f) 在應用一般情況及發生後確認，每次損失最初之港幣10,000.00元或10%（以較高者為準），「保險期」內每連續72小時計為一次

保證

- a) 「閣下」應保持「建築物」完好，並採取一切負責任的行動以防止保障範圍內災險的發生
- b) 「閣下」應根據香港特別行政區政府發出的法律、法規、準則及指引，包括香港土木工程拓展署發出之《岩土指南第五冊——斜坡維修指南》，負責維護任何人造斜坡及圍牆
- c) 「閣下」應立即通知「本公司」如下情況：

- i) 如在「建築物」下方、附近或週邊任何展開任何挖掘工程
- ii) 影響地盤任何部分（無論是否涉及「建築物」）或其週邊環境的保障範圍內的災險發生

1.5. 不承保事項

以下事項不受保障：

1.5.1. 失竊、爆竊或搶劫導致的損失或損壞：

- a) 如「閣下」的「家居」連續30天無人居住
- b) 如「閣下」的「家居」或其任何部份已借出或出租
- c) 因欺騙所致，但如行騙者透過欺騙手段進入「閣下」的「家居」則除外
- d) 由「閣下的家人」（包括「兼職家傭」/「外籍家傭」）所引致

1.5.2. 惡意損壞或遭故意毀壞以致蒙受損失或損壞：

- a) 如「閣下」的「家居」連續30天無人居住
- b) 由合法逗留在「閣下」「家居」的人士所引致

1.5.3. 下列事件所引起或導致的損失或損壞：

- a) 損耗、價值折舊
- b) 腐爛、發霉、菌變、霉變、生鏽、腐蝕、蟲蝕、蟲蛀、蟲害、染色、刮擦、修理、翻新
- c) 操作不當、設計及計劃不善、規格或材料不當
- d) 逐漸變壞

- e) 機械或電力中斷、出錯或故障，除非本節提供保障的其他損壞
- f) 溫度、顏色改變、變味、質地及塗飾變化
- g) 受日光或大氣影響、收縮或蒸發
- h) 任何種類的從屬損失

1.5.4. 每宗「索償」的首港幣500元免賠額，火災、電擊、雷暴、地下火或爆炸造成的損失或損壞除外

第 II 節 - 個人責任

2.1. 保障

「本公司」將為「閣下」或「閣下的家人」及「閣下」的「兼職家傭」及 / 或「外籍家傭」在香港特別行政區境內因下列事故所招致的法律責任作出保障：

2.1.1. 因意外導致任何人士身體損傷

2.1.2. 因意外導致財物受損

「本公司」亦會支付經「本公司」書面同意之訴訟所招致的法律費用與開支。

如「閣下」或「閣下的家人」或「閣下」的「兼職家傭」及 / 或「外籍家傭」不幸身故，「本公司」會遵從本節的條款及限制規定，就「閣下」或「閣下的家人」或「閣下」的「兼職家傭」及 / 或「外籍家傭」所招致的法律責任透過合法個人代表或遺產管理人（統稱「代表」）作出相關賠償。此等代表必須猶如「閣下」般遵守、履行及受制於本「保單」相關的「條款」、「不承保事項」與「條件」。

2.2. 額外承保事項

「閣下」及「閣下的家人」身處香港特別行政區境外地區消閒或商務旅遊時如招致前述的法律責任，「本公司」亦會提供「保障」，每次外遊的最長保障期為60天。

「本公司」亦會保障第三者在「閣下」的「家居」進行室內翻新、裝修及加建工程時因意外導致身體損傷或財物受損，但上述之室內翻新、裝修及加建工程的合約總值不可超過港幣50,000元，而合約期亦不可超過一個月。每宗「索償」及「保障期」內的最高賠償金額為港幣1,000,000元，該「保障」已包括損害賠償及「本公司」書面同意之法律費用與開支。

2.3. 賠償上限

「本公司」根據第II節就同一來源或原因導致的一宗或連串事件所作出的最高賠償總額為港幣10,000,000元。根據本節，每個「保障期」內的最高賠償金額為港幣10,000,000元。

2.4. 不承保事項

「閣下」或「閣下的家人」及「閣下」的以下事項不受保障：

2.4.1. 罰款、刑罰或約定損害賠償

2.4.2. 協議訂明的任何責任，如非有該協議則不會出現有關的責任

2.4.3. 「閣下的家人」或任何人士受聘於「閣下」或「閣下的家人」蒙受身體損傷所招致的任何責任

2.4.4. 擁有、管有或使用本「保單」「附表」所載「閣下」的「家居」以外土地或建築物引致的責任

2.4.5. 因「閣下」的職業、業務、貿易或專業引致的責任

2.4.6. 因使用、擁有或管有以下物品招致的責任：

a) 汽車

b) 飛機、氣墊船或船隻

c) 非家畜類牲口

2.4.7. 「閣下」或「閣下的家人」或任何人士受聘於「閣下」或「閣下的家人」擁有、管有或控制的財物招致損失或損壞所引起的責任

2.4.8. 以下事故引起的責任

- a) 傳送任何電腦編碼、程式或其他數據
- b) 未經授權取用或存取數據

2.4.9. 污染不承保事項

本「保單」不保障以下責任：

- a) 排放、散發、釋放或泌漏的污染物直接或間接招致的人身損傷、身體損傷、經濟損失或未能使用財物的損失或損壞
- b) 消除、中和及清理污染物的費用
- c) 排放、散發、釋放或泌漏污染物直接或間接招致的罰款、刑罰、懲罰性或懲戒性損害

儘管前文規定，以上 2.4.9 (a) 及 2.4.9 (b) 段指定的不承保責任如符合以下條件，本「保單」將會承保：

- a) 在指定時間及地點發生而屬於完全突發、不明、非計劃中及非預計的事件所致；及
- b) 原保險於不超過一個年度時期已作出賠償

於本不承保事項段落中，「污染物」指任何固體、液體、氣體或熱刺激性污染物質，包括但不限於煙霧、蒸汽、油煙、煙氣、酸性物質、鹼性物質、化學品及廢物。廢物包括將會循環再造、翻新或回收利用的物料。

2.4.10. 感染性或傳染性疾病條款

本「保單」訂明的保障概不適用於或包括任何感染性或傳染性疾病直接或間接導致任何人士死亡或身體損傷相關責任。

2.4.11. 每宗第三者財物損壞「索償」調整金額首港幣 500 元

第 III 節 - 全球性個人財物保障

3.1. 保障

「本公司」將承保「閣下」或「閣下的家人」在「家居」以外之地方所擁有、使用或佩戴的「個人物品」、電腦、手提電腦、平板電腦及「貴重物品」因意外而蒙受遺失或損壞，最高賠償金額為任何每件、每對、每套或每系列物品不超過港幣10,000元，每宗「索償」最高賠償金額為港幣20,000元。

「本公司」可選擇修理、恢復或更換任何遺失或損壞的財物，或以現金支付損失或損壞財物的金額。

「個人物品」的理賠基準為修理、恢復或更換相關物品的費用，但需扣減合理的損耗或折舊。

任何「貴重物品」或「個人物品」如包括一對、一套或一系列物品，「本公司」只會支付遺失或該部份受損的價值。

如發生失竊、爆竊、搶劫事件導致意外及 / 或無法解釋的遺失或損害，「閣下」必須立即向所在地報警，並提供警方報告。

本節並不適用於第 I 節內其他額外保障已涵蓋之保障範圍。

3.2. 額外承保事項

「本公司」亦會為「閣下」或「閣下的家人」提供以下保障：

3.2.1. 金錢

在世界任何地方意外遺失金錢，每宗「索償」最高賠償金額為港幣3,000元。「本公司」不會賠償因錯誤或遺漏而造成的缺額。所有損失必須在事發後24小時內通知警方，並提供警方報告。

3.2.2. 遺失「信用卡」

「信用卡」未經授權下遭盜用所造成的損失，每宗「索償」最高賠償金額為港幣10,000元。

如「信用卡」被「閣下的家人」未經授權擅用招致損失，「本公司」

將不會作出賠償。「閣下」必須在事發後24小時內向警方及「信用卡」發卡機構報失，並提供警方報告。

3.2.3. 個人身份證明文件

「本公司」將賠償「個人身份證明文件」在世界任何地方遺失或損壞必須之補領費用，每宗「索償」最高賠償金額為港幣3,500元。「閣下」必須在事發後24小時內向所在地方報警。

3.2.4. 一桿入洞

「閣下」在世界任何認可的高爾夫球場打高爾夫球時一桿入洞，「本公司」將支付實際的慶功費用，每宗「索償」的最高限額為港幣1,000元。

「閣下」需出示經簽署/副簽的記分卡，列明事件，以作「索償」證明。

3.2.5. 修理「電子通訊產品」的費用彌償閣下」及 / 或「閣下的家人」的「電子通訊產品」於「保障期」內在世界任何地方因意外損壞，「本公司」將支付最高50%的必須修理費用，「保障期」內的最高賠償金額為港幣5,000元。但不包括：

- a) 失竊、爆竊導致或無法解釋的遺失或損壞
- b) 磨損、逐漸變壞、刮擦或凹痕
- c) 機械、電力或電子故障
- d) 液體損壞

此「保障」僅適用於以下情況：

- a) 於意外時有供應商或零售商保養的產品除外
- b) 必須由產品製造商及 / 或其授權在香港內的維修中心進行修理

- c) 「閣下」能向「本公司」提交由產品製造商及 / 或其授權的維修中心發出的正式收據及損壞報告，作為索償的證明文件

3.3. 不承保事項

「閣下」或「閣下的家人」的以下事項不受保障：

3.3.1. 隱形眼鏡或角膜眼鏡遺失或損壞

3.3.2. 任何「電子通訊產品」遺失或損壞

3.3.3. 使用中的體育器材遺失或損壞

3.3.4. 失竊/爆竊導致的遺失或損壞

- a) 因欺騙所致
- b) 並發生於無人看管的私家車，除非所有車窗已關閉而所有車門及車尾箱已上鎖則屬例外
- c) 並發生於開頂或敞篷車或裝有天窗的車輛，除非有關物品放入已上鎖的車尾箱則屬例外
- d) 並非放於「家居」的腳踏車

3.3.5. 「閣下」或「閣下的家人」作出的惡意行為導致的遺失或損壞

3.3.6. 遭海關或其他政府人員扣押、充公或沒收導致的遺失或損壞

3.3.7. 下列事件所引起或導致的遺失或損壞：

- a) 清潔、修復、洗滌、修理或翻新
- b) 損耗、價值折舊
- c) 腐爛、發霉、菌變、霉變、生鏽、腐蝕、蟲蝕、蟲蛀、蟲害、染色、刮擦
- d) 操作不當、設計及計劃不善、規格或材料不當
- e) 逐漸變壞

- f) 機械或電力中斷、出錯或故障，除非本節提供保障的其他損壞

- g) 溫度、顏色改變、變味、質地及塗飾變化

3.3.8. 神秘消失或不明原因遺失

3.3.9. 任何種類的從屬損失

3.3.10. 每宗「索償」的首港幣 500 元免賠額，第 3.2.5 項、火災、電擊、雷暴、地下火或爆炸造成的損失或損壞除外

第IV節 - 意外死亡

4.1. 保障

如「閣下」或「閣下的家人」純粹及直接因「閣下」的「家居」發生火災、失竊、爆竊或搶劫而蒙受意外損傷，以致在「保障期」內發生意外的3個月內身故，「閣下」或「閣下的家人」在意外中蒙受的損傷為造成死亡的唯一及直接成因。「本公司」會透過合法個人代表或遺產管理人向相關遺產支付賠償。

4.2. 賠償上限

根據本節，「保障期」內每人及最高賠償總額為港幣250,000元。

第V節 - 24小時家居支援服務(熱線電話 3723 3013)

5.1. 保障

「本公司」與AA International (AA)訂有「24小時家居支援服務」安排，為「閣下」提供下列服務：

上門服務—AA將安排服務並為每宗事件支付高達港幣500元之費用：

5.1.1. 電工支援

AA 會安排註冊電工上門修理：

- a) 受保樓宇內故障的電源總機及入牆插座

- b) 受保樓宇內故障的電源總機及

入牆插座

若出現滴水、製冷效果或噪音引起的問題，AA 將提供轉介服務。

5.1.2. 水喉匠支援

如「閣下」「家居」內供水系統的外露水管淤塞及 / 或爆裂(水龍頭滴水除外)，AA 會安排持牌水喉匠修理供水系統。

5.1.3. 鎖匠支援

如「閣下」或「閣下的家人」忘記帶鎖匙或意外被反鎖在門內/門外以致無法開啟「閣下」「家居」的大門，又或門鎖故障，AA 會安排鎖匠上門開門及 / 或修理門鎖。

轉介服務—AA可安排以下服務但費用將由「閣下」支付：

5.1.4. 家庭電器修理服務

AA 可安排註冊電工修理「閣下」「家居」內出現操作問題的家庭電器。

5.1.5. 家居清潔服務

AA 可應「閣下」要求安排「家居」專業清潔公司到「閣下」的「家居」進行清潔。

5.1.6. 醫生到診 / 牙醫轉介

AA 可應「閣下」要求安排註冊醫生或專科醫生到「閣下」的「家居」應診，或代「閣下」預約牙醫。

5.1.7. 嬰孩暫托 / 兼職家傭 / 護士支援

AA 可應「閣下」要求安排臨時褓母或「兼職家傭」在「閣下」外出期間照顧「閣下」的子女或其他家人。此外亦可指派合資格護士到「閣下」的「家居」照顧「閣下」指定的有需求人士。

5.1.8. 滅蟲服務

AA 可應「閣下」要求安排專業滅蟲公司到「閣下」的「家居」進行滅蟲。

第 VI 節 - 兼職家傭 (自選保障)

6.1. 保障

僱員補償: 如在「保障期」內，「閣下」或「閣下的家人」僱用的「兼職家傭」在受聘工作期間因「意外」或「疾病」導致「身體損傷」，以致「閣下」需根據「條例」就上述「身體損傷」或死亡事件承擔責任，「本公司」將遵從本「保單」條款作出賠償，並按照「條例」以外另行支付賠償金、損害賠償及「索償」人費用與開支，以及支付「閣下」或「閣下的家人」的代表經「本公司」事先書面同意就此招致的費用與開支。然而若「條例」於「保障期」內或其後有任何修訂，以致「閣下」或「閣下的家人」（即「兼職家傭」的僱主）根據規定需承擔的法律責任有所改變，「本公司」的賠償責任亦只限於「條例」未修訂時「本公司」理應向「閣下」或「閣下的家人」（視情況而定）支付或賠償的金額。

謹此聲明「本公司」根據本「保單」支付款項或作出賠償，先決條件是「閣下」或「閣下的家人」（視情況而定）必須全面遵從及履行本「保單」所訂明關乎「閣下」或「閣下的家人」（視情況而定）應作出、依從及不應作出、依從行為的條款。

如「閣下」或「閣下的家人」（視情況而定）不幸身故，「本公司」將依據本「保單」條款就「閣下」或「閣下的家人」（視情況而定）招致的責任向「閣下」或「閣下的家人」（視情況而定）的合法個人代表作出賠償，然而「閣下」或「閣下的家人」（視情況而定）的個人代表必須猶如「閣下」或「閣下的家人」（視情況而定）一般遵從、履行及受制於本「保單」所有的適用條款。

6.2. 條款規定

6.2.1. 若「閣下」或「閣下的家人」（視情況而定）因任何第 IV 節承保的「意外」或「疾病」遭「索償」，「本公司」向「閣下」或「閣下的家人」（視情況而定）作出的賠償，包括「閣下」或「閣下的家人」（視情況而定）或「閣下」或

「閣下的家人」（視情況而定）的代表經「本公司」事先書面同意招致的費用與開支，最高總額為港幣 1 億元，不論因同一「意外」或「疾病」引致或導致身體損傷或死亡的「兼職家傭」人數多少亦然。

6.2.2. 若「閣下」或「閣下的家人」（視情況而定）的「兼職家傭」因受僱工作性質染病而患病超過一個「保障期」，「閣下」或「閣下的家人」（視情況而定）需就此承擔責任：

- a) 「本公司」根據「兼職家傭」最初發現因工作影響染病當時生效的所有保險保單向「閣下」或「閣下的家人」（視情況而定）支付的賠償總額(包括「閣下」或「閣下的家人」（視情況而定）或「閣下」或「閣下的家人」（視情況而定）的代表所招致的費用與開支)，最高限額為港幣1億元；及
- b) 遵從第2(a)段的規定，「本公司」根據本部分向「閣下」或「閣下的家人」（視情況而定）支付的賠償(包括「閣下」或「閣下的家人」（視情況而定）或「閣下」或「閣下的家人」（視情況而定）的代表招致的費用與開支)，最高只限於本「保單」「保障期」佔「兼職家傭」因工作患病總時期的比例，「本公司」將據此賠償「閣下」或「閣下的家人」（視情況而定）需承擔的責任

6.2.3. 如任何「意外」或「疾病」導致多於一名「受保人」「索償」，「本公司」將根據上述第 1 及 2 段訂明的賠償責任作出賠償，亦適用於所有「受保人」的賠償總額

6.2.4. 發生導致「閣下」或「閣下的家人」（視情況而定）遭「索償」的

本部分承保「意外」或「疾病」後，「本公司」可向「閣下」或「閣下的家人」（視情況而定）支付第1及2段訂明的最高賠償限額（但需扣除任何已付款項）或其他可解決「索償」的較低金額，若「本公司」支付較低金額，「本公司」將放棄一切就此「索償」所展開之任何抗辯、和解或訴訟的權利，此後亦毋須再就此承擔任何賠償、損害賠償、訴訟費用，或「閣下」或「閣下的家人」（視情況而定）在「本公司」放棄權利後招致的任何相關費用與開支，或「閣下」或「閣下的家人」（視情況而定）因「本公司」所作任何相關行為或疏忽行為或「本公司」如上所述放棄權利引致的損失、損壞或開支

6.3. 不承保事項

以下事項不受保障：

- 6.3.1. 因肺塵埃沉着病或間皮瘤或噪音所致失聰之責任
- 6.3.2. 協議訂明的任何責任，如非有該協議則不會出現有關的責任
- 6.3.3. 「投保人」根據「條例」或不涉及「條例」所招致的逾期付款、附加費、罰款、刑罰、懲罰性或懲戒性損害
- 6.3.4. 「本公司」未接獲通知在法院或審裁處展開訴訟以致未能加入成為一方的「意外」或「疾病」損傷
- 6.3.5. 「閣下」或「閣下的家人」（視情況而定）應有權根據與任何人士訂立的協議向對方追討款項
- 6.3.6. 根據本節應向身為「閣下的家人」的「兼職家傭」支付的任何賠償及／或損害賠償
- 6.3.7. 在香港特別行政區以外地區發生的任何意外所招致的任何損傷或疾病，惟根據「條例」受保障者除外

6.3.8. 任何符合「條例」定義屬非「僱員」之人士

如「條例」規定「本公司」支付「本公司」原本毋須支付的款項，「閣下」或「閣下的家人」（視情況而定）需悉數向「本公司」償付。

「噪音所致失聰」與《職業性失聰（補償）條例》（香港法例第469章）及「肺塵埃沉着病」與《肺塵埃沉着病及間皮瘤（補償）條例》（香港法例第360章）內所指同義。

6.4. 恐怖活動條款

儘管本「保單」或其任何責任的條款另有任何相反規定，現協議關於任何由恐怖活動或為控制、防止、鎮壓或回應任何行為或恐怖活動所採取措施直接或間接造成、引起或導致的意外或疾病以致身體損傷或死亡（「損失」），不論是否同時有其他成因或事故接連引起「損失」：

6.4.1. 保單賠償限額是根據中華人民共和國香港特別行政區政府（「政府」）於2002年1月11日與「本公司」簽訂的「提供財務安排協議」（「財務安排協議」）向「本公司」支付的實際款項。協議訂明「政府」同意向「本公司」及其他獲授權在香港特別行政區承保僱員賠償保險業務的直接保險公司提供財務安排，以便保險公司支付投保人因恐怖活動所造成的死亡及受傷事故作出僱員賠償

6.4.2. 「本公司」必須待至「政府」（i）發出批准書確認「本公司」應支付「索償」；及（ii）接獲政府根據「財務安排協議」付款後，方會賠償；及

6.4.3. 為免存疑，現聲明倘「本公司」無法接獲「政府」根據「財務安排協議」支付的款項，不論是否「政府」認為「損失」不屬於「財務安排協議」的範圍內或因「本公司」違反「財務安排協議」，或「損失」屬於「不承保事項」或基於任何「損失」不應按照「財務安排協議」付款，或「財務安排協議」因

「財務安排」結餘用盡而停止，或
「政府」終止「財務安排協議」，
「本公司」均無責任支付任何賠償

於上述事宜上，恐怖活動指任何人士或人等
獨自行動或代表任何組織或政府，為達到政
治、宗教或理想目的所作出的行為，包括使
用武力或暴力或威脅使用武力或暴力，而企
圖影響任何政府及/或令公眾或任何個別公眾
社群產生恐慌。

如「本公司」宣稱「損失」屬於本「條款」
的保障範圍之內，「閣下」或「閣下的家
人」（視情況而定）有責任提出相反舉證。

如本「條款」任何部份被發現無效或不可強
制執行，其餘部份亦會繼續全面生效。

第 VII 節 - 建築物（自選保障）

7.1. 保障

如「閣下」之「建築物」意外遭受有形損失
或損壞，「本公司」將向「閣下」及任何
「閣下的家人」作出賠償（本「保單」不保
事項除外），支付「建築物」維修、修復或
重建至原本狀況所實際招致開支以維修、修
復或重建遭受損壞的「建築物」。

如「閣下」純粹因「建築物」損壞部分與任
何未損壞的其餘部分構成一組、套件、一系
列類似性質、顏色、圖案或設計的物品而作
出更換或處理，「本公司」將不會支付任何
賠償。

「本公司」於本節（包括額外保障事項）的
最高賠償金額不應超過就本節所保障範圍將
「閣下」之「建築物」重建或維修至原本狀
況實際所招致開支，「保障期」內的最高賠
償金額為港幣20,000,000元。如「閣下」的
「建築物」並未獲維修或重建，我們將會向
「閣下」支付受損前的彌償價值以及清拆及
清理廢墟的合理成本，「保障期」內的最高
賠償金額為港幣20,000,000元。

7.2. 額外保障事項

「本公司」承保的款項包括：

7.2.1. 清理災場

在本公司同意的前提下，「閣下」
就本節承保的「建築物」的一個或
多個部分所招致的下列成本及開
支：

- a) 清理災場
- b) 拆卸及 / 或拆毀
- c) 支撐或支持

最高賠償金額為實際重建費用的百分之五
（5%）。

7.2.2. 建築師、測量師及顧問工程師的費用

在上述物業損毀或毀壞後，修復所
必然引致的建築師、測量師和顧問
工程師費用（但不包括用於準備索
賠之費用）金額不超過受保建築物
實際重建成本的百分之五（5%），該
等費用的應付金額不應超過英國皇
家建築師學會的專業收費等級及 /
或英國皇家特許測量師學會的費用
表及 / 或顧問工程師協會或相應當
地負責機構（視乎情況而定）所授
權之金額。

7.2.3. 山泥傾瀉及地陷

於「附表」所述時期，由所在地地
陷或山泥傾瀉直接導致的受保「建
築物」損失或損壞，但下列情況除
外：

- a) 由下列任何情況直接或間接導
致的損失或損壞：
 - i) 沿岸侵蝕
 - ii) 升沉
 - iii) 工程完成五年內的地基下
陷或人造地面下沉
- b) 由地陷及 / 或山泥傾瀉導致的
車路、圍欄、大門、邊界及圍
牆的損失或損壞
- c) 除非另有明確受保，否則清理
地陷及 / 或山泥傾瀉後的災

場，或在地陷及 / 或山泥傾瀉後復原地盤的成本（有必要修理受保「建築物」除外）

- d) 由設計缺陷或工藝問題或使用劣質材料而直接導致或引起的損失或損壞
- e) 任何種類或情況之連帶損失或損壞
- f) 在應用一般情況及發生後確認，每次損失最初之港幣10,000元或10%（以較高者為準），「保險期」內每連續72小時計為一次

保證

- a) 「閣下」應保持「建築物」完好，並採取一切負責任的行動以防止保障範圍內災險的發生
- b) 「閣下」應根據香港特別行政區政府發出的法律、法規、準則及指引，包括香港土木工程拓展署發出之《岩土指南第五冊——斜坡維修指南》，負責任維護任何人造斜坡及圍牆
- c) 「閣下」應立即通知「本公司」如下情況：
 - i) 如在「建築物」下方、附近或週邊任何展開任何挖掘工程
 - ii) 影響地盤任何部分（無論是否涉及「建築物」）或其週邊環境的保障範圍內的災險發生

在上述情況下，「本公司」有權改變或取消本保單提供的保障範圍。

7.3. 不承保事項

以下事項不受保障：

7.3.1. 失竊、爆竊或搶劫導致的損失或損壞：

- a) 如「閣下」的「建築物」連續30天無人居住
- b) 如「閣下」的「建築物」或其任何部份已借出或出租
- c) 因欺騙所致，但如行騙者透過欺騙手段進入「閣下」的「家居」則除外
- d) 由「閣下的家人」（包括「兼職家傭」/「外籍家傭」）所引致

7.3.2. 惡意損壞或遭故意毀壞以致蒙受損失或損壞：

- a) 如「閣下」的「建築物」連續30天無人居住
- b) 由合法逗留在「閣下」「建築物」的人士所引致

7.3.3. 下列事件所引起或導致的損失或損壞：

- a) 損耗、價值折舊
- b) 腐爛、發霉、菌變、霉變、生鏽、腐蝕、蟲蝕、蟲蛀、蟲害、染色、刮擦、修理、翻新
- c) 操作不當、設計及計劃不善、規格或材料不當
- d) 逐漸變壞
- e) 機械或電力中斷、出錯或故障，除非本節提供保障的其他損壞
- f) 溫度、顏色改變、變味、質地及塗飾變化
- g) 受日光或大氣影響、收縮或蒸發

- h) 任何種類的從屬損失
- i) 未在此定義為建築物的物件
- j) 欠缺保養

7.3.4. 每宗「索償」的首港幣 500 元免賠額，火災、電擊、雷暴、地下火或爆炸造成的損失或損壞除外。

7.3.5. 政府、政府機構或政府相關機構對任何規範建築物的建造，維修或拆除的法令或法規實施直接或間接造成的損失或損害。

第 VIII 節 - 一般不承保事項

8.1. 戰爭及同類風險

本「保單」不承保因戰爭、侵略、外敵行動、敵對或開戰局面（不論曾正式宣戰與否）、內戰、叛亂、革命、暴動或被政府、市、地方或任何公共機關國有化、沒收、徵用、充公或毀滅、反叛、暴亂、規模達到或演變成暴動的內亂事件、軍事或篡權行動直接或間接造成、引起或導致的任何損失、毀壞、責任或身體損傷。

8.2. 輻射污染

「本公司」不承保以下事故導致、所引起的任何財物損失、損毀或損壞或任何開支，又或直接或間接由以下事故造成或引致的間接損失及/或任何性質的法律責任：

8.2.1. 任何核子燃料或核子燃料燃燒後產生的核子廢料所引致的電離子輻射或放射性污染

8.2.2. 任何爆炸性核子裝置或其核子元件所含的放射性有毒爆炸物質或其他危害性物質

8.3. 聲擊

「本公司」不承保因飛機及其他飛行裝置以音波或超音波速度飛行時產生的壓力波直接造成的損失或損壞。

8.4. 以下事項不受保障：

8.4.1. 協議訂明的任何責任，如非有該協議則不會出現有關的責任

8.4.2. 「閣下」因與他人協議而影響向該人士追索的權利，導致未能追討的任何款項

8.4.3. 並非香港特別行政區具司法裁判權法院對「閣下」作出的初審判決或宣告

8.5. 「本公司」不會賠償因污染或沾污造成的損失、損毀或損壞所招致的費用及開支，除非受污染或沾污的財物損毀或損壞是因本「保單」所承保的風險導致則屬例外。

8.6. 除非另有訂明，否則在香港特別行政區境外因意外引致的損傷或疾病不受保障。

8.7. 恐怖活動條款（除第 VI 節外）

各節全面適用)儘管本「保單」或其任何批註的條款另有任何相反規定，現協議本「保單」不承保任何由恐怖活動直接或間接造成、引起或導致的損失、損壞、費用及開支，不論是否同時有其他成因或事故接連引起損失亦然。於本條款，恐怖活動指任何人士或人等獨自行動或代表任何組織或政府，為達到政治、宗教、理想或同類目的所作出的行為，其中包括但不限於使用武力或暴力及/或威脅使用武力或暴力，而企圖影響任何政府及/或令公眾或任何個別公眾社群產生恐慌。

本條款亦指定不承保或為取措施所直接或間接造成、導致或相關的損失、損壞、費用或開支。

如「本公司」基於本條款宣稱任何損失、損壞、費用或開支不屬於本「保單」承保範圍，「閣下」有責任提出相反舉證。

如本條款任何部份被發現無效或不可強制執行，其餘部份亦會繼續全面生效。

8.8. 資訊科技澄清條款

本「保單」保障的「財物」損壞指財物物質的實際損壞。

財物物質的實際損壞不包括數據或軟件受損，尤其為原結構被刪除、損壞或變形而使

數據、軟件或電腦程式出現破壞性變化。

因此本「保單」不承保以下事故：

8.8.1. 數據或軟件的損失或損壞，其中特別指原結構被刪除、損壞或變形而使數據、軟件或電腦程式出現破壞性變化，以及因上述損失或損壞引致業務中斷的損失。儘管有本條款規定，投保財物如有任何受保的實際損壞以致直接導致數據或軟件損失或損壞，則會獲得保障

8.8.2. 由於數據、軟件或電腦程式的功能、備用性、使用範圍或存取能力受損而導致的遺失或損壞，以及因此引致的任何業務中斷的損失

8.9. 石棉條款（適用於第 II 及 VI 節）
本「保單」不保障直接或間接因石棉或含石棉物質導致、引起或招致的實際或據稱責任，無論所涉及的石棉形態或數量多少亦然。

第 IX 節 - 一般條款

9.1. 「本公司」根據本「保單」支付任何款項，先決條件是「閣下」或本「保單」承保的「閣下的家人」必須全面遵守及履行本「保單」所訂關乎「閣下」或本「保單」承保的「閣下的家人」應作出或不應作出行為的條款，以及「閣下」或本「保單」承保的「閣下的家人」作出真確無訛的聲明和如實回答投保書的問題。

9.2. 如發生可能導致「索償」的事件，或「閣下」或本「保單」承保的「閣下的家人」獲悉任何一方擬就該事件向「閣下」或本「保單」承保的「閣下的家人」提出控訴或即將展開任何控訴、調查或死因調查，「閣下」或本「保單」承保的「閣下的家人」必須立即以書面通知「本公司」。「閣下」或本「保單」承保的「閣下的家人」如接獲任何函件、「索償」、傳票及法律程序通知書，必須立即轉交「本公司」。

9.3. 「閣下」或本「保單」承保的「閣下的家人」或「閣下」或本「保單」承保的「閣下

的家人」的代表未經「本公司」事前書面同意，不可認罪、作出建議、承諾或付款。

「本公司」可按照本身意願行使權利接手及以「閣下」名義或本「保單」承保的「閣下的家人」的名義展開抗辯或解決任何「索償」，又或就「本公司」的利益以「閣下」名義或本「保單」承保的「閣下的家人」的名義提出控訴以申索賠償或損害賠償等，並且擁有全面酌情權處理訴訟及解決「索償」，而「閣下」或本「保單」承保的「閣下的家人」應按照「本公司」需要提供資料及協助。

「本公司」可在發生導致一宗或連串「索償」事件後任何時間向「閣下」或本「保單」承保的「閣下的家人」支付本保單的最高賠償限額（但需扣除任何已付保障）或其他可解決「索償」的較低金額，並且放棄就此展開任何抗辯、和解或訴訟的權利，此後亦毋須再就此承擔「閣下」、本「保單」承保的「閣下的家人」、任何「索償」人或其他人士在「本公司」放棄權利後招致的任何相關費用與開支。

9.4. 「閣下」或本「保單」承保的「閣下的家人」應採取所有合理預防措施防止意外及疾病發生，並需履行所有法定責任。

9.5. 「閣下」或本「保單」承保的「閣下的家人」應：

9.5.1. 作出所有合理的努力及小心確保「閣下」的「家居」狀態維持良好，如發現任何缺陷應盡快修復，其間並按情況需要採取額外預防措施以防止上述缺陷導致損傷、損失或損壞。如「閣下」或本「保單」承保的「閣下的家人」接獲「本公司」、任何人士或公共機構通知有上述缺陷後並無作出補救行動，「本公司」將不會賠償任何由此引致的損傷、損失或損壞；及

9.5.2. 採取所有合理的預防措施以維持及確保受保財物的安全

9.6. 如有任何對風險構成重大影響的變化，「閣下」或本「保單」承保的「閣下的家人」應立即通知「本公司」。

9.7. 如「閣下」或本「保單」承保的「閣下的家人」或代表「閣下」或本「保單」承保的「閣下的家人」的人士以任何詐騙方法或手段根據本「保單」提出的「索償」以獲取本「保單」的任何利益，或任何損失或損壞乃因「閣下」或本「保單」承保的「閣下的家人」的蓄意行為或由「閣下」或本「保單」承保的「閣下的家人」默許所致，本「保單」所訂明的保障將會作廢。

9.8. 除非另有明確聲明，否則除「閣下」或本「保單」承保的「閣下的家人」之外，任何其他人士均不可根據本文規定對「本公司」行使任何索償權利。此外，若「閣下」或本「保單」承保的「閣下的家人」（因死亡或法律規定除外）將權益轉移，亦對「本公司」無約束效力，除非及直至「本公司」發出批單聲明保險繼續生效。儘管「本公司」將保險責任擴展至保障「閣下」或本「保單」承保的「閣下的家人」以外其他人士的財物，該人士亦不會享有的「索償」權，若「閣下」或本「保單」承保的「閣下的家人」代表該人士向「本公司」提出「索償」，在「閣下」或本「保單」承保的「閣下的家人」接獲賠償後，「本公司」在本「保單」的賠償責任便完全解除。

9.9. 「本公司」可向「閣下」發出七天事前通知書及寄發掛號信到「閣下」最後登記的地址取消本「保單」，同時退回已按比例扣除本「保單」已生效的保費部份之餘額。「閣下」亦有權隨時取消本「保單」，如保障期內「閣下」並無根據本「保單」提出任何「索償」下，「本公司」將退還「閣下」已繳付的保費，差額則按照以下短期保費率作計算，惟最低保留保費為港幣 500 元(已包括保費徵費)。

短期保費率表：

保障期（不超過下列期間）	收取的保費
一個月	年保費的 10%
兩個月	年保費的 20%
三個月	年保費的 30%
四個月	年保費的 40%
五個月	年保費的 50%
六個月	年保費的 60%
七個月	年保費的 70%
八個月	年保費的 80%
超過八個月	全年保費

9.10. 如任何保費乃估算金額，「閣下」需於每個「保障期」屆滿後一個月內向「本公司」提供「本公司」所需的資料，該期保費將以保費下限為基準相應地進行調整。

9.11. 如任何賠償若非因有本保險便會由其他保險公司支付，「本公司」只會支付超出其他保險公司理應賠償金額的溢額。

9.12. 「閣下」或本「保單」承保的「閣下的家人」需應「本公司」要求作出及同意作出及允許他人作出所有必要或合理行動和事項，藉此強制執行「本公司」就本「保單」任何損失付款或作出補償後可享有或代位的任何權利或補償權，或相應地取得其他方的索償或賠償，不論此等行動及事項是在「閣下」或本「保單」承保的「閣下的家人」獲得「本公司」賠償之前或之後需要進行亦然。

9.13. 賠償概不適用於並非由香港特別行政區具司法裁判權法院先行宣告或宣判的判決，亦不適用於上述法院根據互惠協議等宣判執行香港特別行政區以外判決的命令。

9.14. 本「保單」引起的所有爭議將按照下列機制依以下順序處理：

9.14.1. 由認可調解員按照現行《調解條例》（香港法例第 620 章）作出調解。如爭議雙方或多方未能協定調解員人選，任何一方均可將彼等就調解員提名人選的爭議轉交調解會現任主席選任，而此提名人選將為最終人選。此外，如爭議雙方或多方未能達成調解協議條款，則獲提名調解員將具有唯一權限可決定調解協議的內容，包括但不限於選擇調解場所及「最低參與」定義

9.14.2. 按照現行《仲裁條例》（香港法例第 609 章）進行仲裁。如爭議各方未能協定仲裁人或公證人人選，則由香港國際仲裁中心現任主席選任

9.14.3. 現明確規定任何一方根據本「保單」提出訴訟或起訴的權利必須遵從一項先決條件，即首先應根據上

述第 14(a)條嘗試進行調解；及其次，如透過調解方式未能全面及最終解決爭議，應尋求仲裁裁決，其後才提出任何法律訴訟。如「本公司」卸免責任不向「閣下」支付本「保單」任何「索償」，而有關「索償」並未在「本公司」免責後根據本文規定在十二個月內轉交仲裁處理，該宗「索償」將全面被視作了結，此後再不能根據本文作出追討

9.15. 管轄法律及司法管轄權

本「保單」受香港法例及條例約束。根據第 8 節 14) (替代性爭議解決)，雙方不可撤銷同意接受香港法院的專屬管轄權。

9.16. 第三者權利

除了「閣下」或本保單另行訂明者，任何非本保單訂約方的人士沒有權利行使或使用本「保單」的條款，。《合約(第三者權利)條例》不適用於本「保單」。

9.17. 語言

任何譯本僅供參考之用，如有任何歧義，概以英文版保單為準。