



**GENERALI**  
Assicurazioni Generali S.p.A.

忠 利 保 險 有 限 公 司

SPECIMEN



® **Sun Flower Insurance Brokers Limited**

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Thank you for considering Sun Flower to be one of your selected intermediaries.

We are pleased to get in touch should you have any enquiry regarding the captioned insurance.

## HOME PACKAGE

## INSURANCE POLICY

## 家 居 綜 合 保 險 單

Please read this insurance carefully and see that it meets your requirements.

If you find anything missing or have any query, please do not hesitate to contact your insurance adviser or our Company.

This insurance does not cover the cost of gradual deterioration. It is not a maintenance contract. Valid cover is conditional on your keeping the property in good order and taking reasonable steps to avoid accident.

The Home Package Insurance Policy is an insurance contract between Assicurazioni Generali S.p.A. (hereinafter referred to as "the Company") and the Insured named in the Schedule. The contract is evidenced by this document and is hereinafter referred to as this Policy.

- Section 1 - Contents is the primary cover of this Policy, coverage under this Section is operative on payment of Premium as stated in the Schedule.
- Section 2 - Public Liability is provided, together with Section 1, at no extra Premium.
- Section 3 - Personal Accident is provided, together with Section 1, at no extra Premium.
- Section 4 - Building is an optional cover of this Policy and is operative only if so specified in the Schedule on payment of extra Premium.

The insurance coverage under each Section is stated in the relevant parts of this Policy. In addition to the Exclusions applicable to the individual Section, the coverage of each Section is further subject to the General Definitions, the General Exclusions and the General Conditions.

The Proposal, this Policy, the Schedule and any Endorsement or Memorandum hereon will be considered as one document and any word or expression to which a specific meaning has been attached in any of them will bear such meaning throughout. In this Policy, unless the context otherwise requires, the singular includes the plural and vice versa, and a reference to one gender includes a reference to the other genders.

Policy Form Code : HPIP / 200404

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Established in Trieste in 1831 - Registered Office in Trieste - Fully Paid Up Capital Euro 1.278.285.370,00 - Incorporated with Limited Liability in Italy

## General Definitions

Certain words in this Policy have special meanings. These words have the same meaning wherever they are used in this Policy, the Schedule or any Endorsement or Memorandum hereon. These are given below or defined in the appropriate Section of this Policy.

### BUILDING

means the structure of the building being built of bricks, stones, concrete or reinforced concrete and roofed with concrete or reinforced concrete; including outbuildings, fences, gates, posts and walls relating to the BUILDING, masts and related fittings fixed to the BUILDING, landlord's fixtures and fittings but

excluding

- foundations and drains;
- property more specially insured by any other insurance policy.

### CONTENTS

means i) furniture, household goods, personal effects, VALUABLES, household property of the Insured or any member of the family normally residing with the Insured;

and ii) fixtures and fittings furnished by the Insured, household property of the Insured or for which the Insured is legally responsible

excluding

- MONEY, deeds, bonds, bills of exchange, promissory notes, securities for money, documents of any kind, manuscripts, medals and the like;
- pedal cycles, motor vehicles and/or accessories, motorcycles and/or accessories, aircraft and/or accessories, water crafts and/or accessories, other mechanically and/or electrically propelled vehicles and/or accessories;
- pets or animals or livestock, growing plants or crops and the like;
- models, spectacles, lens and the like;
- structure of the building, outbuildings, fences, gates, posts and walls relating to the BUILDING, masts and related fittings fixed to the BUILDING, landlord's fixtures and fittings, foundations and drains, external television and radio antennae, aerials, aerial fittings, satellite dishes and the like;
- property contained in or on verandahs, balconies, patios, terraces, forecourts and in the open generally;
- the value of any kind of information;
- mobile or portable telecommunication equipment, mobile telephones, pagers, portable computers, portable data equipment, electronic diaries or personal data assistants and the like while away from the HOME;
- sports equipment whilst in use;
- property primarily used for business or employment purposes;
- property more specially insured by any other insurance policy.

### HOME

means the premises (being built of bricks, stones, concrete or reinforced concrete and roofed with concrete or reinforced concrete) specified in the Schedule, excluding all common areas, that is occupied by the Insured and the Insured's family as dwelling only.

### MONEY

means cash, currency notes, coins, cheques, postal orders, bankers drafts, travellers cheques, travel tickets, saving certificates, stamps, gift tokens, telephone cards and the like.

### VALUABLES

means articles of gold, platinum, silver, jade, diamond, jewellery or other precious metals or stones, watches, works of art, antique, chinaware, curios, furs and the like.

The Company will, subject to the terms, the exclusions and the conditions of this Policy (hereinafter referred to as "the Terms of this Policy"), indemnify the Insured named in the Schedule in respect of the events (as specified herein) occurring during the Period of Insurance for which the Insured has submitted the proposal (that will be the basis of this contract and is deemed to be incorporated herein) and has paid or agreed to pay the Premium specified in the Schedule provided that all the Terms of this Policy are complied with by the Insured and/or any member of the family normally residing with the Insured.

## Section 1 - Contents

### COVER

The Company will, subject to the Limit of Indemnity, cover the Insured against sudden accidental physical loss of or damage to the CONTENTS whilst contained at the HOME during the Period of Insurance.

#### Limit of Indemnity

The maximum amount payable by the Company under this Section and all its Extensions will not exceed the Limit of Indemnity specified in the Schedule or the new replacement value of the CONTENTS whichever is the less per Period of Insurance subject to

- a) i) HK\$15,000 per item and
  - ii) 10% of the Limit of Indemnity under this Section or 10% of the new replacement value of the CONTENTS whichever is the less in the aggregate in respect of VALUABLES;
- b) HK\$50,000 per item in respect of CONTENTS other than VALUABLES.

#### Basis of Payment

The Company will pay the cost of repair or replacement of the CONTENTS in a condition equal to but not better than the condition when new on condition that such repair or replacement must be carried out.



Claims settlement will be adjusted for depreciation, wear and tear

- 1) if the repair or replacement is not carried out; or
- 2) in respect of loss of or damage to
  - i) clothing, or
  - ii) wallpaper, paint, carpet or floor whilst they are included under the definition of CONTENTS.

#### Pair and Set Clause

In case of loss of or damage to any article or articles which are a part of a set, the measure of loss of or damage to such article or articles will be the rateable proportion of the total value of the set, and in no event such loss or damage be construed to mean total loss of the set.

### EXTENSIONS (under Section I)

#### Alternative Accommodation

In the event of the HOME being rendered uninhabitable by an insured peril covered under this Section, the Company will, subject to the Terms of this Policy, pay the necessary and reasonable expenses for alternative accommodation actually incurred by the Insured during the period necessary for the reinstatement of the HOME.

This Extension will not cover the HOME being rendered uninhabitable by HOME decoration without any physical loss or damage covered under this Section prior to such decoration.

The amount recoverable under this Extension is limited to HK\$1,500 per day and HK\$30,000 per Period of Insurance.

#### Frozen Food

The Company will, subject to the Terms of this Policy, pay the replacement cost of frozen food in deep freezer of the refrigerator at the HOME should the frozen food be damaged as a result of failure of the freezer.

This Extension will not be operative if the refrigerator is more than 5 years old.

The amount recoverable under this Extension is limited to HK\$2,000 per Period of Insurance.

#### Household Removal

The Company will, subject to the Terms of this Policy, cover the Insured against accidental physical loss of or damage to the CONTENTS whilst in the course of removal by professional removers from the HOME to the Insured's new permanent residence within Hong Kong.

This Extension will not cover

- a) loss of or damage to
  - i) VALUABLES;
  - ii) glass, earthenware and other items of a fragile nature;
- b) the first HK\$1,000 of each and every claim.

This Extension will not cover loss or damage due to removal by any non-professional remover.

The amount recoverable under this Extension is limited to HK\$50,000 per Period of Insurance.

#### Locks or Windows

The Company will, subject to the Terms of this Policy, pay the necessary and reasonable expenses incurred for the replacement and installation of windows or external door locks of the HOME following loss of or damage to the items due to theft or attempted theft.

The Company will not pay for the loss or damage if such loss or damage is not reported to the police.

The amount recoverable under this Extension is limited to HK\$2,500 per Period of Insurance.

#### MONEY Insurance

The Company will, subject to the Terms of this Policy, cover the Insured or any member of the family normally residing with the Insured against sudden accidental physical loss of MONEY anywhere in Hong Kong provided that the MONEY is held for social or domestic purposes.

The Company will not pay for the loss if such loss is not reported to the police.

The amount recoverable under this Extension is limited to HK\$2,500 per accident and HK\$5,000 per Period of Insurance.

#### Removal of Debris Expenses

The Company will, subject to the Terms of this Policy, pay the necessary and reasonable expenses actually incurred by the Insured and with the consent of the Company in

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

of the portion or portions of the CONTENTS due to loss or damage covered under this Section.

The amount recoverable under this Extension is limited to HK\$30,000 per Period of Insurance.

#### Temporary Removal

The Company will, subject to the Terms of this Policy, cover the Insured against sudden accidental physical loss of or damage to the CONTENTS other than VALUABLES whilst temporarily removed from the HOME to any other premises in Hong Kong for repair or maintenance purpose only.

In respect of the loss of CONTENTS, the Company will not pay for the loss if such loss is not reported to the police.

This Extension will not cover loss or damage which is directly caused by or arising from the repair or maintenance.

The amount recoverable under this Extension will not exceed HK\$30,000 per Period of Insurance.

#### Worldwide Cover for VALUABLES

The Company will, subject to the Terms of this Policy, cover the Insured or any member of the family normally residing with the Insured against sudden accidental physical loss of or damage to VALUABLES and personal effects

- a) anywhere in Hong Kong; or
- b) anywhere in the world during temporary visit not exceeding thirty (30) consecutive days for each visit.

The Company will not pay for the loss if such loss is not reported to the local police authority.

This Extension will not cover loss of or damage to property excluded under the definition of CONTENTS.

The amount recoverable under this Extension is limited to HK\$1,000 per item and HK\$2,500 per Period of Insurance.



**EXCLUSIONS** (applicable to Section 1)

This Section does not cover

- a)
  - 1) the first HK\$500 of each and every claim other than (a) (2) and (a) (3) below;
  - 2) the first HK\$1,000 of each and every claim under the Extension - "Household Removal";
  - 3) the first HK\$1,000 or 10% of each and every claim whichever is the greater for loss or damage arising from water.
- b) loss or damage caused by or arising from
  - 1) wear and tear;
  - 2) corrosion, rust, gradual deterioration, settlement or shrinkage, frost, atmospheric or climatic conditions of a gradually operating nature;
  - 3) mildew or rot (other than loss or damage insured by the Extension - "Frozen Food");
  - 4) insects or vermin.
- c) loss or damage caused by or arising from
  - 1) cleaning, repairing, restoring or maintenance;
  - 2) scratching or denting.
- d) loss or damage caused by or arising from pets or animals
  - 1) owned by the Insured, any member of the family normally residing with the Insured or the Insured's employees; or
  - 2) kept at the HOME.
- e) loss or damage caused by or arising from inherent fault or defective workmanship, defective material or defective design.
- f) loss or damage caused by or arising from infidelity or dishonesty on the part of the Insured, any member of the family normally residing with the Insured or the Insured's employees.
- g) loss or damage caused by or arising from theft
  - 1) from an unattended vehicle unless all windows are securely closed and all doors and boots are locked;
  - 2) by deception unless deception is used to enter the HOME;
  - 3) or attempted theft
    - i) by any member of the family normally residing with the Insured or the Insured's employees; or
    - ii) not accompanied by forcible and violent entry to or exit from the HOME; or
    - iii) while the HOME or any part of the HOME is lent, let or solet unless violence and force are used to gain entry into or exit from the HOME.
- h) loss or damage caused by or arising from breakdown or mechanical malfunction of electrical appliances and computer equipment (other than loss or damage insured by the Extension - "Frozen Food").
- i) loss or damage caused by or arising from landslip or subsidence.
- j) loss or damage caused by or arising from seepage of water due to any cause, except such loss or damage is directly attributable to structural damage to the premises caused by an insured peril.
- k) loss of or damage to electrical equipment and wiring caused by or arising from artificially generated electrical current.
- l) mysterious disappearance or unexplained loss.

**Section 2 - Public Liability****COVER**

The Company will, subject to the Limit of Liability and the Jurisdiction Clause, indemnify the Insured against all sums for which the Insured may be legally liable

- A) as owner of the HOME;
  - B) as tenant occupying the HOME
- in respect of

- 1) accidental bodily injury (whether fatal or not);
  - 2) accidental loss of or damage to property
- to the third party occurring at or about the HOME during the Period of Insurance.

In respect of a claim to which the indemnity expressed in this Section applies, the Company will, subject to the Limit of Liability, pay

- a) all costs and expenses recovered by any claimant from the Insured;
- b) all costs and expenses incurred with the written consent of the Company.

**Limit of Liability**

The maximum amount payable by the Company under this Section will not exceed the Limit of Liability specified in the Schedule per Period of Insurance. If the Company is liable to indemnify more than one party, the total amount of indemnity to all such parties will not exceed the same Limit of Liability specified in the Schedule.

**Jurisdiction Clause**

The indemnity provided by this Section will not apply in respect of judgements which are not in the first instance delivered by or obtained from a court of



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competent jurisdiction within Hong Kong nor to orders obtained in the said court for the enforcement of judgements made outside Hong Kong whether by way of reciprocal agreement or otherwise.

**Legal Personal Representatives**

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

**Family Member**

For the purpose of this Section, the expression "the Insured" will be deemed to include any member of the family normally residing with the insured at the HOME.

**EXCLUSIONS (applicable to Section 2)**

The Company will not be liable in respect of

- a) the first HK\$500 of each and every third party property loss or damage claim.
- b) bodily injury to any person being
  - 1) a member of the family normally residing with the Insured; or
  - 2) at the time of sustaining such injury
    - i) an employee of the Insured, or
    - ii) engaged in and upon the service of the Insured.
- c) loss of or damage to property belonging to or in the charge of or under the control of the Insured, any member of the family normally residing with the Insured, any employee or any person in and upon the service of the Insured.
- d) liability arising out of or incidental to
  - 1) the Insured's profession, business or trade;
  - 2) the ownership, possession or use of lifts, elevators, motor vehicles, aircraft, watercraft or mechanically and/or electrically propelled vehicles.
- e) liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- f) liability arising out of or incidental to the ownership or possession of any animals other than domestic dogs or domestic cats.
- g) liability arising out of or incidental to the ownership, occupation or use of any land, building or premises other than the HOME specified in the Schedule.
- h) fines, penalties or punitive damages of any kind.
- i) liability arising out of or incidental to
  - 1) infringement of plan, copyright, patent, trade mark or registered design; or
  - 2) libel or slander.
- j) costs or expenses arising from wear and tear or making good the HOME, whether the Insured is legally liable for such costs or expenses in accordance with the tenancy agreement or not.
- k) liability more specially insured by any other insurance policy.

**Section 3 - Personal Accident**

**COVER**

If the Insured sustains accidental bodily injury caused by fire, theft or attempted theft whilst at the HOME that is solely, directly and independently of any other cause results within 1 year in the Insured's death, the Company will pay compensation to the Insured's legal personal representatives according to the Limit of Indemnity.

**Limit of Indemnity**

The maximum amount payable by the Company under this Section will not exceed the Limit of Indemnity specified in the Schedule.

If more than one person is shown on the Schedule as the Insured, the Limit of Indemnity specified in the Schedule will be divided equally among these persons.

**EXCLUSIONS (applicable to Section 3)**

The Company will not be liable for death directly or indirectly consequent upon or arising from

- a) suicide, attempted suicide or intentional self-injury.
- b) effect or influence of alcohol or drugs, unless the drugs are taken in accordance with an authorised medical prescription by legally qualified and registered medical practitioner.



- c) Human Immunodeficiency Virus (HIV), HIV related illness including Acquired Immune Deficiency Syndrome (AIDS), any mutant derivatives or variations however caused.
- d) sickness, disease or illness of any kind.
- e) physical or mental defect or infirmity of any kind.
- f) pregnancy, miscarriage, childbirth or complications arising from any of them.

## Section 4 - Building

Section 4 is an optional cover of this Policy. It is operative only if so specified with a Sum Insured in the Schedule.

### COVER

The Company will, subject to the Limit of Indemnity, covers the Insured against sudden accidental physical loss of or damage to the BUILDING at the HOME during the Period of Insurance.

#### Limit of Indemnity

The maximum amount payable by the Company under this Section and all its Extensions will not exceed the Sum Insured specified in the Schedule or the total rebuilding cost of the BUILDING at the HOME whichever is the less per Period of Insurance.

#### Basis of Payment

The Company will pay the cost of rebuilding or repair the BUILDING in a condition equal to but not better than the condition when new on condition that such rebuilding or repair must be carried out.

Claims settlement will be adjusted for depreciation, wear and tear

- 1) if the rebuilding or repair is not carried out; or
- 2) in respect of loss of or damage to wallpaper, paint, carpet or floor whilst they are included under the definition of BUILDING.

#### Pair and Set Clause

In case of loss of or damage to any article or articles which are a part of a set, the measure of loss of or damage to such article or articles will be the rateable proportion of the total value of the set, and in no event such loss or damage be construed to mean total loss of the set.

### EXTENSIONS (under Section 4)

#### Architects', Surveyors' and Consulting Engineers' Expenses

The Company will, subject to the Terms of this Policy, pay the necessary and reasonable Architects', Surveyors' and Consulting Engineers' expenses actually incurred in the reinstatement of the BUILDING at the HOME consequent upon the destruction or damage covered under this Section, provided that the amount payable in respect of such expenses will not include expenses incurred in connection with the preparation of the claim.

The amount recoverable under this Extension is limited to 5% of the Sum Insured under this Section or 5% of the total rebuilding cost of the BUILDING whichever is the less per Period of Insurance.

#### Removal of Debris Expenses

The Company will, subject to the Terms of this Policy, pay the necessary and reasonable expenses actually incurred by the Insured and with the consent of the Company in

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

of the portion or portions of the BUILDING due to loss or damage covered under this Section.

The amount recoverable under this Extension is limited to 5% of the Sum Insured under this Section or 5% of the total rebuilding cost of the BUILDING whichever is the less per Period of Insurance.

### EXCLUSIONS (applicable to Section 4)

This Section does not cover

- a) the first HK\$250 of each and every claim.
- b) loss or damage caused by or arising from
  - 1) wear and tear;
  - 2) corrosion, rust, gradual deterioration, settlement or shrinkage, frost, atmospheric or climatic conditions of a gradually operating nature;
  - 3) mildew or rot;
  - 4) insects or vermin.
- c) loss or damage caused by or arising from
  - 1) cleaning, repairing, restoring or maintenance;
  - 2) scratching or denting.
- d) loss or damage caused by or arising from pets or animals



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- 1) owned by the Insured, any member of the family normally residing with the Insured or the Insured's employees; or
- 2) kept at the HOME.
- e) loss or damage caused by or arising from inherent fault or defective workmanship, defective material or defective design.
- f) loss or damage caused by or arising from infidelity or dishonesty on the part of the Insured, any member of the family normally residing with the Insured or the Insured's employees.
- g) loss or damage caused by or arising from theft
  - 1) by deception unless deception is used to enter the HOME;
  - 2) or attempted theft
    - i) by any member of the family normally residing with the Insured or the Insured's employees; or
    - ii) not accompanied by forcible and violent entry to or exit from the HOME; or
    - iii) while the HOME or any part of the HOME is lent, let or sublet unless violence and force are used to gain entry into or exit from the HOME.
- h) loss or damage caused by or arising from breakdown or mechanical malfunction of electrical appliances and computer equipment.
- i) loss or damage caused by or arising from landslip or subsidence.
- j) loss or damage caused by or arising from seepage of water due to any cause, except such loss or damage is directly attributable to structural damage to the premises caused by an insured peril.
- k) loss of or damage to electrical equipment and wiring caused by or arising from artificially generated electrical current.
- l) mysterious disappearance or unexplained loss.

## General Exclusions (applicable to all Sections)

The Company will not be liable in respect of

- 1) any accident, loss, damage, expense, liability or bodily injury directly or indirectly occasioned by or through or caused by or arising from or in consequence of or contributed to by
  - a) war, invasion act of foreign enemy, hostilities, warlike operations (whether war be declared or not) or civil war;
  - b) mutiny, riot, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege;
  - c) any act of any person or persons acting on behalf of or in connection with any organisation, the objects of which are to include the overthrowing or influencing of any de jure or de facto government by any violent means.

In any action, suit or other proceeding where the Company alleges that by reason of the provisions of this General Exclusion, any accident, loss, damage, expense, liability or bodily injury is not covered by this insurance, the burden of proving that such accident, loss, damage, expense, liability or bodily injury is covered will be upon the Insured.
- 2) any accident, loss, damage, expense, liability or bodily injury directly or indirectly occasioned by or through or caused by or arising from or in consequence of or contributed to by confiscation, commandeering, seizure or requisition or destruction of or damage to the property by order of the government (de jure or de facto) or any public body or municipal or local authority or any process of law.
- 3) any accident, loss, damage, expense, liability or bodily injury directly or indirectly occasioned by or through or caused by or arising from or in consequence of or contributed to by any act of terrorism.  
For the purpose of this General Exclusion, "terrorism" means the use of violence for political ends and includes the use of violence for the purpose of putting the public or any section of the public in fear.
- 4) any accident, loss, damage, expense, liability or bodily injury directly or indirectly occasioned by or through or caused by or arising from or in consequence of or contributed to by
  - a) nuclear weapons material;
  - b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste, from the combustion of nuclear fuel and solely for the purpose of this General Exclusion, combustion will include any self-sustaining process of nuclear fission.
- 5)
  - a) any accident, loss, damage, expense, liability or bodily injury directly or indirectly occasioned by or through or caused by or arising from or in consequence of or contributed to by the discharge, dispersal, release or escape of pollutants;
  - b) the cost of removing nullifying or cleaning up pollutants;
  - c) fines, penalties or punitive damages arising directly or indirectly out of the discharge, dispersal, release or escape of pollutants.

But the Company will cover liability otherwise excluded under paragraphs a) and b) above which is caused by a sudden identifiable unintended and unexpected happening which takes place in its entirety at a specific time and specific place.
- 6) consequential loss or damage of any kind (other than loss or damage insured by the Extensions - "Alternative Accommodation" under Section 1 - Contents or "Removal of Debris Expenses" under Section 1 - Contents and Section 4 - Building).
- 7) any accident, loss, damage, expense, liability or bodily injury directly or indirectly occasioned by or through or caused by or arising from or in consequence of or contributed to by
  - a) existing unauthorised or illegal structure, or unauthorised or illegal building works at the HOME; or
  - b) demolishing, installing, erecting, altering, repairing or renovating unauthorised or illegal structure or building works at the HOME;

for the purpose of this General Exclusion, the meaning of unauthorised or illegal structure or building works will be construed in accordance with the Building Ordinance of the Government.



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- 8) any accident, loss, damage, expense, liability or bodily injury directly or indirectly occasioned by or through or caused by or arising from or in consequence of or contributed to by alteration, repair, renovation, decoration or maintenance works performed at or about the HOME.
  - 9) any accident, loss, damage, expense, liability or bodily injury directly or indirectly occasioned by or through or caused by or arising from or in consequence of or contributed to by the deliberate act of the Insured, any member of the family normally residing with the Insured or the Insured's employees.

## General Conditions (applicable to all Sections)

- 1) The Proposal, this Policy, the Schedule and any Endorsement or Memorandum hereto will be read together and any word or expression to which a specific meaning has been attached in any part of the Proposal, this Policy, the Schedule and any Endorsement or Memorandum hereto will bear such specific meaning wherever it may appear.
- 2) The Insured will
  - a) use all reasonable diligence and care to keep the HOME in a proper state of repair; and
  - b)
    - i) cause such defect to be made good as soon as possible if any defect therein be discovered, and
    - ii) in the meantime cause such additional precautions to be taken for the prevention of injury, loss or damage as the circumstances may require.
  - c) exercise all reasonable precautions for the maintenance and safety of the property insured under this Policy; and
  - d) comply with all statutory obligations, laws or ordinances and any regulations, rules, or notices issued, made or promulgated thereunder.
- 3) In the event of any happening which may give rise to a claim under this Policy, the Insured (or in case of a claim under Section 3 - Personal Accident, the Insured's legal personal representatives) will
  - a) give immediate notice in writing to the Company.
  - b) give immediate notice to the police if there has been theft or any attempt thereof.
  - c) at the Insured's own expense supply the Company with full particulars in writing as soon as possible and in case of a claim under Section 1 - Contents or Section 4 - Building not later than thirty (30) days after the occurrence of the loss or damage.
  - d) send to the Company any writ, summons or other legal process issued or commenced against the Insured and will give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings if a claim may arise under Section 2 - Public Liability.
  - e) give reasonable notice to the Company before interment or cremation and the Company will be enabled to have a post mortem examination carried out at the Company's expense except when such is prohibited by law. All certification, information and evidence required by the Company will be furnished at the Insured's expense to and in the form prescribed by the Company if a claim may arise under Section 3 - Personal Accident.
  - f) not incur any expense in making good any loss or damage without the written consent of the Company and will not negotiate, pay, settle, admit or repudiate any claim without the like consent.
  - g) give the Company all such information as the Company may reasonably require.
- 4) The Company will be entitled
  - a) on the happening of any loss or damage for which indemnity is provided under Section 1 - Contents or Section 4 - Building to enter the HOME where the loss or damage has happened and to take and keep possession of the property insured and to deal with the salvage in a reasonable manner but no property may be abandoned to the Company whether taken possession of by the Company or not.
  - b) to take over in the name and on behalf of the Insured the absolute conduct, control and settlement of any proceedings and to take proceedings at the Company's own expense and for the Company's own benefit but in the name of the Insured to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy.
  - c) to pay at any time to the Insured the Limit of Liability under Section 2 - Public Liability or any lesser amount for which any claim or claims can be settled and upon such payment, the Company will relinquish the control of such claim or claims and be under no further liability under Section 2 - Public Liability in connection with such claim or claims except for costs and expenses that are incurred with the written consent of the Company in respect of the conduct of such claim or claims before the date of such payment.
- 5) If at the time of any happening giving rise to any loss, damage, expense or liability for which indemnity is provided under this Policy there will be any other insurance against such loss, damage, expense or liability or any part thereof, the Company will not be liable for more than the Company's rateable proportion thereof.
- 6) If any claim under this Policy will be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or any member of the family or anyone acting on the Insured's behalf to obtain any benefit under this Policy, all benefits hereunder will be forfeited.
- 7) Unless otherwise expressly stated nothing contained herein will give any rights against the Company to any person other than the Insured. Further, the Company will not be bound by any passing of the interest of the Insured otherwise than by death or operation of law unless and until the Company will by endorsement declare the insurance to be continued. The extension of the Company's liability in respect of the property of any person other than the Insured will give no right of claim hereunder to such person, the intention being that the Insured will in all cases claim for and on behalf of such person and the receipt of the Insured will in any case absolutely discharge the Company's liability hereunder.
- 8) In respect of any compensation paid under Section 3 - Personal Accident, any receipt or discharge given by the Insured's legal personal representatives to the Company will be deemed a final and complete discharge of all liability in respect of the claim concerned.
- 9) If the HOME is to be unoccupied for a period of longer than thirty (30) consecutive days, the Insured must inform the Company and have the Company's acknowledgment in writing. If this Condition is not complied with, the Company will reserve the right to decline any claim incurred during such period.





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- 10) The Insured will give immediate notice to the Company of any change in the occupation or circumstance which would increase the possibility of making a claim under this Policy, failing which, the Company may at the Company's discretion decline to make payment in respect of any claim otherwise payable under this Policy.
  - 11) The Insured and any member of the family must comply with all the Terms of this Policy.
  - 12) This Policy is subject to Hong Kong jurisdiction.  
The indemnity provided by this Policy will not apply in respect of judgements which are not in the first instance delivered by or obtained from a court of competent jurisdiction within Hong Kong nor to orders obtained in the said court for the enforcement of judgements made outside Hong Kong whether by way of reciprocal agreement or otherwise.
  - 13) If any difference arises as to the amount to be paid under this Policy, such difference will be determined by arbitration in accordance with the Arbitration Ordinance and subsequent amendments. If the parties fail to agree upon the choice of arbitrators or umpires, then the choice will be referred to the Chairman for the time being of the Hong Kong Federation of Insurers. It is hereby expressly stipulated that it will be a condition precedent to any right of action or suit upon this Policy that an arbitration award will be first obtained.
  - 14) This Policy may be cancelled at the request of the Insured by seven (7) days' notice given in writing to the Company and the Premium will be adjusted on the basis of the Company receiving or retaining the customary short term premium or minimum premium whichever is the greater.  
This Policy may also be cancelled by the Company by seven (7) days' notice given in writing to the Insured at the Insured's last known address and the Premium will be adjusted on the basis of the Company receiving or retaining pro-rata premium.
  - 15) This Policy is subject to a minimum premium of HK\$500.

## Additional Clauses

This insurance is also subject to the following Clause(s) and Endorsement(s).

### Year 2000 Exclusion Clause (10/98/A) (applicable to Sections 1 and 4)

This insurance does not cover loss or damage or consequential loss directly or indirectly caused by or consisting of or arising from the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000

- i) correctly to recognise any date as its true calendar date; or
- ii) to capture, save or retain, and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date; or
- iii) to capture, save or retain, or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save or retain, or correctly to process such data on or after any date;

but this will not exclude subsequent loss or damage or consequential loss not otherwise excluded, which itself results from a Defined Peril.

The Defined Perils are :

"Fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons (other than thieves), earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal."

### Year 2000 Exclusion Clause (10/98/B) (applicable to Section 2)

This insurance will not apply to any liability for loss or damage or costs of any nature whatsoever directly or indirectly caused by, consisting of, arising from or relating to

- 1) any malfunction, failure, breakdown or any inability to perform in whole or in part of any
  - a) computer software, computer hardware, embedded chips, integrated circuit or similar device in non-computer equipment, or
  - b) system, process, service or product dependent on any of the aforementioned; or
- 2) any preventive or remedial effort or lack thereof to remedy, correct, change, or convert any of (1) [(a) and (b)] above; or
- 3) any advice, service, consultation, design, evaluation or inspection; or
- 4) any duty to disclose and/or failure to disclose the costs, expenses, material facts or financial effects to remedy, correct, change or convert any of (1) [(a) and (b)] above;

as a result of problems related to calendar date-recognition, which for the purposes of this clause will mean any failure to

- i) correctly recognise any date as its true calendar date; or
- ii) capture, save or retain, and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of any date not being treated as its true calendar date; or
- iii) capture, save or retain, and/or correctly to manipulate, interpret or process any data as a result of the operation of any information or command or instruction which has been programmed into any computer software system or network [as described above under (1)] being information, a command or an instruction which causes the loss of data or the inability to capture, save or retain and/or correctly manipulate, interpret or process such data on or after any calendar date.

### War And Terrorism Exclusion Endorsement (applicable to all Sections)

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

- (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (2) any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any 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.



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This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

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

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

**IT Clarification Clause (applicable to Sections 1 and 4)**

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:

- A) 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.
- B) 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.

**Asbestos Exclusion (applicable to Section 2)**

This Policy does not cover any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

Subject otherwise to the Terms of this Policy.



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 Thank you for considering Sun Flower to be one of your selected intermediaries.  
 We are pleased to get in touch should you have any enquiry regarding the captioned insurance.