



Blue Cross 藍十字

Member of BEA Group 東亞銀行集團成員

Blue Cross (Asia-Pacific) Insurance Limited

藍十字(亞太)保險有限公司

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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.

HomeSafe Protection Insurance

家居至專寶

Terms and Conditions

條款及細則

Please read these terms and conditions carefully.
Should you have any queries, please call our Customer Service Hotline.

請詳細閱讀此條款及細則。如有任何查詢，請致電客戶服務熱線。

Head Office & Customer Service Centre 總辦事處及客戶服務中心

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TERMS AND CONDITIONS FOR HOMESAFE PROTECTION INSURANCE

INSURING CLAUSE

The Policyholder and the Company agree that:

1. this Policy and any endorsement attached to this Policy shall be read together as one contract;
2. the terms, conditions and exclusions contained in the Policy Schedule shall be read in accordance with and shall not be construed so as to modify, add to or in any way vary the terms, conditions and exclusions contained herein;
3. the application, proposal and declaration that have been completed and provided to the Company are the basis of this contract and are deemed to be incorporated herein;
4. this Policy comes into force on the condition that the Policyholder has paid the premium specified in the Policy Schedule in full and the application has been approved by the Company;
5. the Company shall provide insurance subject to the limits, terms, conditions and exclusions of this Policy; and
6. the due observance of the terms, conditions and any endorsements of this Policy relating to anything to be done or not to be done or to be complied with by the Insured Person or any other person claiming to be indemnified; and the truth of the contents of the application, proposal and declaration, shall be conditions precedent to any liability of the Company.

DEFINITIONS

The definitions below apply to the following words and phrases wherever they appear in this Policy unless the context otherwise requires:

1. **"Accidental"** shall mean a sudden and unforeseen event occurring entirely beyond the Insured Person, the Insured Family or the Insured Domestic Helper's control.
2. **"Building"** shall mean the residential building where the Home is situated at, as well as all garages and outbuildings used solely in connection therewith and on the same building, and which shall include landlord fixtures and fittings therein and the windows, walls, doors, gates, fences around, patios, terraces, hedges, paths, drives, posts and masts pertaining thereto but excluding foundations and drains.
3. **"Company"** shall mean Blue Cross (Asia-Pacific) Insurance Limited.
4. **"Excess"** shall mean the excess amount as specified in the Policy Schedule, which shall be the first amount borne by the Insured Person or Insured Family for each claim before any benefit under the Policy becomes payable.
5. **"Home"** or **"Insured Premises"** shall mean the private dwelling named as "Insured Premises" in the Policy Schedule or the subsequent endorsement to this Policy, which is owned or occupied by the Insured Person for residential purpose only.

6. **"Hong Kong"** shall mean the Hong Kong Special Administrative Region of the People's Republic of China.
7. **"Household Contents"** shall mean (i) furniture, household appliances, Personal Effects (except those specifically insured in the Policy Schedule as separate items under Optional Benefits), household properties of the Insured Person or the Insured Family; (ii) furnishings; and (iii) Household Improvements for which the Insured Person or the Insured Family is legally responsible.

Household Contents do not include the following:

- a) Money, deeds, bonds, bills of exchange, promissory notes, securities for money, documents of any kind, manuscripts and medals;
 - b) mechanically and/or electrically propelled vehicles and/or accessories, including but not limited to pedal cycles, motor cycles, aircraft and/or water crafts;
 - c) animals, plants, trees or living creatures and the like;
 - d) models, spectacles and lens including contact lens;
 - e) Building, drains, pipes, bathtub, washing basin, toilet bowl, external television and radio antennae, aerials, aerial fittings and satellite dish;
 - f) property placed in or on verandahs, balconies, patios, terraces, forecourts, roof top or open areas;
 - g) the value of any kinds of information;
 - h) portable computers, portable audio/video players, portable data equipment, electronic diaries or personal data assistants while away from the Home;
 - i) mobile or portable telecommunication equipment, mobile telephones and pagers;
 - j) sports equipment whilst in use;
 - k) property primarily used for business or employment-related purposes;
 - l) property more specifically insured by any other insurance policy;
 - m) property in the course of removal or transit;
 - n) property normally located in some places other than the Home; and
 - o) any recorded, produced or generated contents or materials inside a film, tape, cassette, cartridge, disc or diskette other than for their value as unused material, unless purchased pre-recorded when the Company will pay up to the market's latest price list in the event of loss of or damage to the same.
8. **"Household Improvement"** shall mean improvements and betterment on walls, ceilings, floors and doors which are carried out by the Insured Person or the Insured Family but excluding windows of any kind.
 9. **"Insured Domestic Helper"** shall mean the domestic helper(s) who is employed by and residing at the Home with the Insured Person or the Insured Family.
 10. **"Insured Family"** shall mean the Insured Person's spouse, children, family and/or relatives who are ordinarily residing with the Insured Person at the Home.
 11. **"Insured Person"** shall mean the person named as "Insured Person" in the Policy Schedule or the subsequent endorsement to this Policy. With respect to this Policy, the Insured Person and the Policyholder must be the same person.

12. **“Low Rise House”** shall mean house, semi-detached house or village house of not more than 3 storeys (excluding the roof floor).
13. **“Money”** shall mean cash, currency note, coins, cheques, postal orders, bankers drafts, travellers cheques, travel tickets, saving certificates, stamps, gift tokens/coupon and cash coupon.
14. **“Period of Insurance”** shall mean the period of time specified in the Policy Schedule during which this Policy is effective.
15. **“Personal Documents”** shall mean Hong Kong Identity Card, Hong Kong Driving Licence, China Re-entry Permit and passport.
16. **“Personal Effects”** shall mean articles of personal possession normally worn or brought along by and belonged to the Insured Person, the Insured Family or the Insured Domestic Helper (as the case may be), but excluding Money, Personal Documents, documents of value, credit cards, automatic teller machine cards and stored-value devices.
17. **“Policy”** shall mean and refer to the entire policy contract between the Policyholder and the Company including these Terms and Conditions, the Policy Schedule issued hereunder and any endorsements thereto together with the application, proposal and declaration submitted or made by the Policyholder or his/her authorised representatives.
18. **“Policy Schedule”** shall mean the “Policy Schedule” attached to this Policy which sets out the Policy details and the Period of Insurance.
19. **“Policyholder”** shall mean the person named as “Policyholder” in the Policy Schedule or the subsequent endorsement to this Policy. With respect to this Policy, the Insured Person and the Policyholder must be the same person.
20. **“Table of Benefits”** shall mean a table of benefits incorporated in the Policy Schedule, which sets out the maximum limits and sub-limits of the covered benefit items that shall be payable under this Policy.
21. **“Valuables”** shall mean articles of gold, platinum, silver, jade, diamond, jewellery or other precious metals or stones, watches, works of art, antique, chinaware, curios, furs and musical instruments (excluding pianos).

BENEFIT PROVISIONS

All benefits payable to the Insured Person (or his legal representative) pursuant to Sections 1-3 below are subject to the maximum limits, sub-limits and sum insured as stated in the Table of Benefits for the plan selected by the Insured Person, AND subject to the terms, conditions, exclusions and Excess of this Policy.

SECTION 1: Household Contents

A. Basic Benefits

This Policy will cover the Insured Person and the Insured Family in respect of any Accidental and physical loss of or damage to the Household Contents contained in the Home.

B. Extended Benefits

1. Removal of Debris

The Company will pay the costs and expenses necessarily incurred by the Insured Person or the Insured Family with the consent of the Company in:

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

of any portion or portions of the Household Contents covered under Section 1.

2. Interior Alterations or Repairs

The Company will pay this benefit for the loss of or damage to the Household Contents covered under Section 1, excluding materials and works carried out by the contractors, during the period of interior alterations or repairs within the Home, provided that the contract value and contract period does not exceed the maximum contract value and period as stated in the Table of Benefits.

3. Replacement of Locks or Windows

The Company will pay the necessary and reasonable expenses incurred for the replacement and installation of windows, and door locks and/or keys of the main entrance(s) of the Home following loss of or damage to the same due to burglary or attempted theft.

4. Personal Effects

The Company will pay this benefit for the Accidental and physical loss of or damage to Personal Effects occurred anywhere in the world while being brought along by the Insured Person or the Insured Family.

5. Money or Unauthorised Use of Credit Cards

The Company will pay this benefit for the Accidental loss of Money or loss resulting from unauthorised use of credit cards belonging to the Insured Person or the Insured Family as a result of fire, burglary, robbery or theft occurred within Hong Kong.

The Company shall not be liable for:

- a) any loss resulting from unauthorised use of credit cards by the Insured Person or the Insured Family;
- b) any loss that can be recovered from any other source; or
- c) any loss not reported to the police within 24 hours upon discovery of such loss.

6. Personal Documents

The Company will pay the replacement cost of Personal Documents belonging to the Insured Person or the Insured Family for the Accidental loss of the same occurred within Hong Kong.

7. Household Removal or Temporary Removal

The Company will pay this benefit for the loss of or damage to the Household Contents covered under Section 1 while they are:

- a) being moved by professional removers from the Home to a new permanent residence of the Insured Person within Hong Kong up to 2 days from the first day of such household removal, provided that the Insured Person must inform the Company of the

location of his new permanent residence before the first day of household removal and such new permanent residence is insured by the Company; or

- b) temporarily removed from the Home for the purpose of professional cleaning, repair, renovation or maintenance within Hong Kong up to 14 days from the first day of such temporary removal.

The Company shall not be liable for any loss of or damage to property removed for exhibition or sale.

8. Storage of Household Contents

The Company will pay a cash allowance if the Household Contents of the Insured Person, which are being stored in a professional storage facility (including mini-storage) within Hong Kong, are damaged as a result of fire, flood, or water discharged or overflowing or leakage from any water system or installation in such facility.

For the avoidance of doubt, no Excess shall be applied to this benefit item.

9. Frozen Food

The Company will pay the replacement cost of frozen food, which is stored in the freezer compartment of the refrigerator or the domestic freezer situated at the Home and is spoiled due to a change in temperature of such refrigerator or freezer by Accidental means.

The Company shall not be liable for:

- a) any loss or damage resulting from the deliberate act of any person or the electricity supply company; or
- b) any loss or damage caused by the failure of a refrigerator or freezer which is more than 5 years old.

10. Domestic Helper's Property

The Company will pay this benefit for the Accidental and physical loss of the Personal Effects of the Insured Domestic Helper as a result of fire or burglary occurred at the Home.

For the avoidance of doubt, the total benefits payable under Section 1A and Section 1B in a Period of Insurance shall not exceed 100% of the sum insured under Section 1 as stated in the Table of Benefits.

C. Additional Benefits

For the avoidance of doubt, no Excess shall be applied to the benefits under Section 1C. In addition, benefits payable under Section 1C shall only subject to the respective maximum limits as stated in the Table of Benefits, and shall not reduce the sum insured.

1. Alternative Accommodation

In the event that the Home is being rendered uninhabitable as a result of any Accidental loss or damage covered under Section 1, the Company will pay the necessary and reasonable expenses for alternative accommodation actually incurred by the Insured Person and the Insured Family for the period necessary for the reinstatement of the Home.

The Company will not be liable for any loss resulting from the renovation or decoration of the Home.

2. Accidental Death

The Company will pay this benefit in the event of death of the Insured Person or the Insured Family within 3 calendar months as a direct result of fire or robbery occurred at the Home.

Where this benefit is payable for the death of more than one person in respect of the same event, the total benefits payable for such event shall not exceed the maximum limit payable for this benefit, and in such case the benefit payable for each person shall be apportioned in equal shares.

3. 24-hour Home Assistance Service

The provision of the following 24-hour home assistance services by an independent service provider is available to the Insured Person in emergency cases:

- a) **Electrical Assistance** – to arrange for a registered electrician to repair any defect of the Insured Premises' electrical system.
- b) **Plumbing Assistance** – to arrange for a licensed plumber to repair the Insured Premises' water supply system.
- c) **Locksmith Assistance** – to arrange for a locksmith to gain access to the Home.
- d) **General Repair on Household Items** – to arrange for the relevant contractor or service provider to fix any household problem of the Insured Premises.
- e) **Baby Sitting/Nursing Referral** – to arrange for a baby sitter or domestic helper to take care of the Insured Person's child(ren) or other family member during the Insured Person's absence. A qualified nurse can also be sent to the Home to attend to the needs of any person specified by the Insured Person.
- f) **Temporary Domestic Helper Referral** – to arrange for a temporary local domestic helper upon the request of the Insured Person.
- g) **Pest Control/Cleaning Referral** – to arrange for a company specialised in pest control to deal with pest problems or a cleaning company to assist the Insured Person to clean the Home.
- h) **Domestic Helper Advice** – to provide information relating to overseas domestic helpers based on the materials released by the Labour Department of the Hong Kong Government.
- i) **House Call Arrangement** – to arrange for a registered doctor to pay home visits and render medical treatment if necessary.

Simply make a call to the 24-hour hotline **3608 6083** and quote the policy number as shown in the Policy Schedule to request for any of the above services.

Limitation to Liabilities

- a) All service providers, contractors and/or professionals ("**Service Providers**") rendering services to the Insured Person under this sub-section are not employees, agents or servants of the Company. Accordingly, the Service Providers shall be responsible for their own acts, and the Insured Person shall not have any recourse or claim against the Company in connection with any services rendered by the Service Providers.

- b) The Company assumes no liability in any manner and shall not be liable for any loss arising out of or howsoever caused by any advice given or services rendered by or any acts or omissions of any Service Providers.
- c) The Company and the Service Providers shall not be held responsible for the failure to provide the "24-hour Home Assistance Service" and/or delays if caused by or contributed to by acts of God, or any circumstances and conditions beyond their control, including but not limited to, any administrative, political or government impediment, strike, industrial action, riot and civil commotion, or any form of political unrest (including but not limited to war, terrorism, insurrection), adverse weather conditions or situations where the rendering of such service is prohibited or delayed by local laws, regulators or regulatory agencies.
- d) In no event shall the Company be liable under this section or in the course of the provision of the "24-hour Home Assistance Service", for any incidental, special, consequential or indirect loss, damages, costs, charges, fees or expenses.
- e) The Company may cancel this "24-hour Home Assistance Service" by giving 30 days' prior notice to the Policyholder at the address last known to the Company.
- f) The use of the "24-hour Home Assistance Service" is of the Insured Person's own accord. The Company shall not be liable for any loss or liabilities arising from such use.

Limitation of Cover applicable to Section 1

If the Home is not occupied by the Insured Person and/or the Insured Family, the Company will only pay for the loss or damage caused by fire, explosion, lightning, storm, flood, riot, labour disturbance, aircraft and other aerial or spatial devices or articles dropped from them, landslip and subsidence, burglary, impact by land vehicle or horse or cattle, water discharged or overflowing or leakage from any water system or installation in the Home.

Provided always that if the Home shall remain unoccupied for more than 60 consecutive days, the cover will be limited to the aforesaid events except burglary.

Basis of Settlement of Claims applicable to Section 1

- 1. Settlement of claims may be made by payment or at the Company's option by reinstatement or repair or replacement. Unless shown separately in the Table of Benefits, the Company will not pay more than the maximum limit of any items as stated in the Table of Benefits.
- 2. For carpet and rug, this Policy covers only total or substantial loss by actual ignition, and whereas searing, scorching and smouldering occasioned by sparks and the like is not covered.
- 3. The Company does not have to repair the property insured to such extent as they exactly were before the damage but will ensure that they are reasonably comparable with their original condition as long as it is practicable to do so.

- 4. The Company will pay for the full replacement or repair cost of furniture, furnishings and home appliances if the same is not more than 5 years old and the full cost of Household Improvement to the Home if the same was carried out not more than 5 years ago. Otherwise, the Company will carry out repair to the damaged property or indemnify the Insured Person for the market value of the damaged property at the time of damage.
- 5. In case the Insured Person fails to furnish the Company with documentary proof or chooses not to replace the claimed item after any loss or damage, depreciation will thus be applied and the rate of depreciation shall be determined at the Company's discretion. If the claim is not substantiated by documentary proof such as a receipt, the item limit payable in respect of Household Contents and Personal Effects under Section 1 shall be one third of the item limit as stated in the Table of Benefits.

SECTION 2: Public Liability

A. Basic Benefits

Property Owner's or Occupier's Liability / Personal Liability – The Company will pay this benefit if the Insured Person and/or the Insured Family incur legal liability to a third party (i) as the owner of the Home, (ii) as a lawful occupier of the Home, or (iii) solely in a personal capacity anywhere in the world, for:

- a) accidental death or bodily injury to a third party; or
- b) accidental loss of or damage to third party's property.

The Company shall also pay the legal costs and expenses recoverable by any claimant from the Insured Person and/or the Insured Family and all costs and expenses incurred by the Insured Person and/or the Insured Family with the Company's prior written consent.

For the avoidance of doubt, this benefit shall extend to cover the abovementioned legal liability to a third party incurred by the Insured Domestic Helper as a lawful occupier of the Home being on duty in respect of Accidental events arising out of and in the course of the employment with the Insured Person or the Insured Family.

B. Extended Benefit

Interior Alterations or Repairs Liability – This Policy will extend to cover the Insured Person and/or the Insured Family's liability arising out of interior alterations or repairs under Section 1, provided that the contract value and contract period does not exceed the maximum contract value and period as stated in the Table of Benefits.

Limit of Indemnity applicable to Section 2

The liability of the Company for all compensation payable in respect of or arising out of one occurrence or in respect of or arising out of all occurrences of a series consequent on or attributable to one source shall not exceed the amount specified in the Table of Benefits.

The Company may in connection with any one claim or claims arising out of one occurrence pay to the Insured Person the Limit of Indemnity (after deduction of any sum or sums already paid as compensation) or any lesser amount for which such claim or claims can be settled and

thereafter the Company shall be under no further liability under this section in connection with such claim or claims except for costs and expenses of litigation recoverable or incurred in respect of the conduct of such claim or claims prior to the date of such payment.

SECTION 3: Optional Benefits (applicable only if elected as per Policy Schedule)

1. All-risk Coverage for Building

This Policy will cover the Insured Person and/or the Insured Family against any Accidental and physical loss or damage to the Building.

Basis of Settlement of Claims applicable to Section 3.1

1. The Company will pay the costs actually incurred to rebuild or repair the Building to the same condition and extent it was when new provided that the sum insured shall be adequate to pay for the actual costs of rebuilding or repairing the Building, otherwise, the rebuilding or repairing costs payable will be subject to the Average Clause, if applicable, as stipulated below.
2. If the Building is not being rebuilt or repaired, the Company will only pay the Insured Person the reasonable costs of rebuilding or repairing the Building to the same condition and extent it was when new assessed as at the time of loss or damage less depreciation and/or wear and tear while the assessed costs of rebuilding or repairing and the extent of depreciation and/or wear and tear shall be determined by the Company at its absolute discretion.
3. The Company will not pay for the replacement of or work done on any undamaged items or remaining parts of the Building solely because they form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design.

2. Additional Valuables

This Policy will cover the Valuables as declared to the Company prior to the date on which this Policy becomes effective against any Accidental and physical loss or damage within the geographical limits as specified in the Policy Schedule.

Limitation of Cover applicable to Section 3

If the Home is not occupied by the Insured Person and/or the Insured Family, the Company will only pay for the loss or damage caused by fire, explosion, lightning, storm, flood, riot, labour disturbance, aircraft and other aerial or spatial devices or articles dropped from them, landslip and subsidence, burglary, impact by land vehicle or horse or cattle, water discharged or overflowing or leakage from any water system or installation in the Home.

Provided always that if the Home shall remain unoccupied for more than 60 consecutive days, the cover will be limited to the aforesaid events except burglary.

Additional Clauses

A. Landslip and Subsidence Extension (Applicable only to Sections 1 and 3)

Notwithstanding anything contained herein to the contrary, this Policy shall extend to cover:

Loss of or damage to the property insured under Sections 1 and 3 directly caused by subsidence of the site or landslip, occurring within the Period of Insurance stated in the Policy Schedule but excluding:

1. loss or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences:
 - a) coastal erosion;
 - b) heave; and
 - c) bedding down of structures or the settlement of made up ground within 5 years of the completion of such works;
2. loss of or damage to paths, drives, fences, gates, boundary, and retaining walls caused by subsidence and/or landslip;
3. unless otherwise specifically insured, the cost of removal of subsidence and/or landslip debris or the making good of the site following subsidence and/or landslip except in so far as is necessary to repair the property insured;
4. loss or damage directly occasioned by defective design or workmanship or the use of defective materials;
5. consequential loss or damage of any kind or description; and
6. after the application of average clause if appropriate, the applicable Excess as specified in the Table of Benefits unless otherwise stated in the Policy Schedule for each and every claim occurring within each and every separate period of 72 consecutive hours during the Period of Insurance.

Warranted

1. The Insured Person shall maintain the property insured in sound repair and shall take all responsible steps to prevent damage occasioned by perils covered hereby.
2. The Insured Person shall notify the Company immediately of:
 - a) any excavations commenced beneath, around or in the vicinity of the Insured Premises. In such event the Company shall have the right to vary or cancel the cover provided under this Policy; and
 - b) the operation of an insured peril affecting any part of the site where the Insured Premises is situated (whether or not the property insured is involved) or its nearby surroundings.

B. Average Clause

1. In the event of under-insurance where the sum insured is less than 80% of the full rebuilding costs at the time of loss or damage, the amount payable by the Company is the proportion which the sum insured bears to the total current rebuilding costs of the Building as at the time of the loss. The Insured Person is considered as being his own insurer for such under-insurance and bear a rateable proportion of the loss. (Applicable only to Section 3.1)

2. If at the time of loss or damage, the property insured as specified in the Policy Schedule shall be collectively of greater value than the sum insured thereon, the Insured Person shall bear a share of the loss or damage corresponding directly to the proportion of under-insurance. Every item, if more than one, of the property insured shall be separately subject to this clause.
(Applicable only to Section 3.2)

C. Mortgagee Clause (A13) *(Applicable only to Section 3.1)*

Loss, if any, under this Policy shall be payable to the mortgagees or assignees named in the Policy Schedule to the extent of their interest in the Building.

In the event of loss or damage, the Company will pay to the mortgagees or assignees such sum to the extent of their interest but not exceeding the sum insured or the reinstatement value (less depreciation if any) of the property insured whichever is lower and that this Policy in so far as concerns the interest therein of the mortgagees or assignees only shall not be invalidated by any act or neglect of the mortgagor or owner of the property insured, nor by anything being done to, upon or in any building hereby insured without the knowledge of the mortgagees or assignees whereby the risk is increased provided always that the mortgagees or assignees shall notify the Company of any change of ownership or alteration or increase of hazard not permitted by this Policy as soon as any such change, alteration or increase shall come to their knowledge and on demand shall pay to the Company the appropriate additional premium from the time when such increase of risk first took place.

Whenever the Company shall pay the mortgagees or assignees any sum for loss or damage under this Policy, and shall claim that as to the mortgagor or owner of the property insured, no liability therefor existed the Company shall at once be legally surrogated to all rights of the mortgagees or assignees to the extent of such payment and the mortgagees or assignees shall do and execute all such further or other acts, deeds, transfers, assignments, instruments and things as may be necessary or be reasonably required by the Company for the purpose of better effecting such subrogation but such subrogation shall not impair the right of the mortgagees or assignees to recover the full amount of their claim.

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

The Company reserves the right to cancel this Policy at any time as provided by the terms hereof, but in such case this Policy shall continue in force for the benefit only of the mortgagees or assignees for 10 days after notice to the mortgagees or assignees of such cancellation, and shall then cease, and the Company shall have the right on like notice to cancel this Policy.

D. Automatic Reinstatement of Sum Insured Clause *(Applicable only to Section 3.1)*

In case of loss, the Company shall automatically reinstate the sum insured as from the date of accident and the Insured Person shall undertake to pay the pro-rata premium for such reinstatement.

EXCLUSIONS

Exclusions applicable to Sections 1 and 3

The Company shall not be liable for:

1. any loss or damage arising from the following:
 - a) wear and tear;
 - b) mildew, mold, moisture, rot, corrosion, rust, gradual deterioration, market depreciation, the action of light or atmosphere and gradually operating causes;
 - c) insects, vermin, animals;
 - d) dyeing, cleaning, repairing, restoring, renovation;
 - e) scratching, marring or denting;
 - f) breakdown and/or mechanical malfunction of electrical appliances and computer equipment;
 - g) inherent fault or latent defect, defective workmanship materials or design, or deformation;
 - h) misuse or use contrary to manufacturer's instruction or specification;
 - i) change in temperature (other than change in temperature of refrigerator or freezer covered in item 9 of the Extended Benefits "Frozen Food" under Section 1 above), colour, flavour, texture or finish;
 - j) landslip and subsidence, unless specified otherwise in the "Landslip and Subsidence Extension" under the Additional Clauses;
 - k) robbery, burglary, theft or attempted theft not evidenced by visible marks of force or violence;
 - l) consequential loss or damage of any kind;
 - m) mysterious disappearance or unexplained loss;
 - n) detention, seizure or confiscation by customs or other officials;
 - o) loss of or damage to electrical equipment and wiring caused by electrical current or power surge;
 - p) deception or conspiracy; or
 - q) leaving properties behind and unattended;
2. any loss or damage occasioned by seepage into, pollution and/or contamination of the property insured unless the property insured is the subject of physical loss or damage directly resulting from seepage, pollution and/or contamination occasioned by a sudden, identifiable, unintended, and unexpected event otherwise insured.

For the avoidance of doubt, the costs of cleaning up or decontamination of the environment (land, air or water) shall be excluded under this Policy.

Exclusions applicable to Section 2

1. This Policy shall not be liable for:
 - a) bodily injury to the Insured Person or the Insured Family or any person in the service of the Insured Person or the Insured Family;

- b) loss of or damage to property belonging to or in the care, custody or control of the Insured Person or the Insured Family or any person in the service of the Insured Person or the Insured Family;
- c) fines, penalties, punitive or exemplary damages; or
- d) any liability arising out of or in connection with:
 - i) the ownership, occupation or use of any land or building other than the Insured Premises;
 - ii) any agreement to make payment by way of indemnity or otherwise unless such liability would be attached in the absence of such agreement;
 - iii) the exercise of any trade, profession or employment other than the employment of domestic servant in the Insured Person or the Insured Family's service;
 - iv) the ownership, possession, driving or use of any mechanically-propelled vehicles, aircrafts or watercrafts; or
 - v) the ownership, use or possession of any animals other than domestic dogs or cats allowed to be kept at the Home under the Deeds of Mutual Covenants and the rules and regulations imposed by the management office of the building wherein the Home is situated.

2. Seepage Pollution and Contamination Exclusion

This Policy will not be liable for:

- a) bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination; or
- b) the cost of removing, nullifying or cleaning-up seeping, polluting or contamination substances; except where the seepage, pollution or contamination is caused by a sudden, identifiable, unintended and unexpected happening during the Period of Insurance of this Policy.

General Exclusions

The following exclusions are applicable to all sections under this Policy. This Policy shall not cover the following:

1. War and Terrorism

Loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, nationalization, confiscation, requisition, seizure or destruction by the government, municipal, local or any public authority; or
- b) any act of terrorism.
For the purpose of this exclusion an "act of terrorism" means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for

political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This Policy also excludes loss, damage, cost or expenses 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 (a) and/or (b) above.

Regardless of any contributory causes, this Policy does not cover any loss, damage, cost or expense directly or indirectly arising out of

- a) biological or chemical contamination; or
- b) missiles, bombs, grenades, explosives

due to any act of terrorism.

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

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

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

2. Radioactive Contamination

Loss of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom, or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or
- b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

3. Sonic Bangs

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

4. IT Clarification

- 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 physical damage caused by an insured peril 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.

5. Mold Exclusion

Loss or damage caused by mold, moss, mildew, fungi, spores, bacterial infestation or any similar organism and wet or dry rot, whether directly or indirectly resulted from a covered peril. This includes, but is not limited to, the cost for investigation, testing, remediation services, extra expense or business interruption. Such loss is excluded regardless of any other cause or event that continues concurrently or in any sequence to the loss. If loss otherwise covered by this Policy occurs and the cost of removal of debris is increased due to the presence of mold, moss, fungi, bacterial infestation, wet or dry rot and extremes of humidity, this Policy will only be liable for the costs of debris removal which would have been incurred had no such factors been present in, on or about the property insured to be removed.

6. Total Asbestos Exclusion

Any liability whatsoever in respect of loss or losses directly or indirectly arising out of, resulting in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

GENERAL CONDITIONS

1. Interpretation –

- a) Throughout this Policy, where the context so admits, words embodying the masculine gender shall include the feminine gender, and words indicating the singular case shall include the plural and vice-versa.
- b) Headings are for convenience only and shall not affect the interpretation of this Policy.
- c) A time of day is a reference to the time in Hong Kong.
- d) Unless otherwise provided in any endorsement attached to this Policy, should there be any conflict between the terms and conditions in this Policy and those contained in any other material produced by the Company, these terms and conditions shall prevail.
- e) Unless otherwise defined, capitalised terms used in this Policy have the meanings ascribed to them under the definitions section of these terms and conditions.

2. Cancellation of Policy

- a) The Company may cancel this Policy by giving no less than 7 days' prior notice by registered letter to the Policyholder at his or her last known address provided that the Company shall in that event return to the Policyholder a proportionate part of the premium corresponding to the unexpired period of insurance.
- b) This Policy may be cancelled at any time by the Policyholder by giving no less than 7 days' prior written notice to the Company. Provided that no claim has been made under this Policy, the Policyholder shall be entitled to a partial refund of premium equivalent to the actual premium paid for that Period of Insurance less the premium to be charged* as calculated at the Company's short period rates (as shown in the Short Period Rate Table below) for the Period of Insurance has been in force.

Short Period Rate Table

Period of Insurance In force		Premium to be charged*	
Not exceeding	1 month	10%	of annual premium
	2 months	20%	
	3 months	30%	
	4 months	40%	
	5 months	50%	
	6 months	60%	
	7 months	70%	
	8 months	80%	
	9 months	90%	
over 9 months		Full annual premium	

* The amount of premium to be charged is subject to the minimum premium per policy as stipulated in the Policy Schedule

3. Misrepresentation/Fraud

If the application, proposal and/or declaration of the Policyholder and/or Insured Person is untrue in any respect or if any material fact affecting the risk be incorrectly stated therein or omitted therefrom or if this insurance shall have been obtained through any misstatement, misrepresentation or suppression or if any claim made shall be fraudulent or exaggerated or if any false declaration or statement shall be made in support thereof, then the coverage of this Policy shall become null and void with effect from its commencement date.

4. Prevention of Loss

The Insured Person and the Insured Family must comply with all statutory obligations and take all reasonable steps to:

- a) prevent loss, damage or injury and
- b) maintain in good condition and good repair of any property insured.

5. Change in Risk

During the Period of Insurance of this Policy, the Policyholder must advise the Company of any permanent move of the Home, any change in the nature of occupancy of the Insured Premises or circumstances which would increase the possibility of loss and shall pay any necessary additional premium if required. The final acceptance of any risk is subject to the Company's discretion and approval.

6. Change in Benefits

Subject to the approval of the Company, the Policyholder may request for change of level of benefits by switching to another plan offered by the Company only at the time of the renewal of this Policy.

7. Non-contribution

This Policy is not to be called upon in contribution and is only to pay any loss thereon if and so far as not recoverable under any other insurance.

8. Governing Law

This Policy is issued in Hong Kong and shall be governed and construed in accordance with the Laws of Hong Kong.

9. Arbitration

Any disputes or differences arising out of or in connection with this Policy shall be referred to and determined by arbitration in accordance with the Arbitration Ordinance (Cap. 609 of the Laws of Hong Kong). If the parties fail to agree on the choice of an arbitrator, the Chairperson of Hong Kong International Arbitration Centre shall appoint one.

10. Subrogation

The Company has the right to proceed at its own expense in the name of the Policyholder and/or the Insured Person against any third party who may be responsible for any occurrence giving rise to a claim under this Policy and any amount so recovered from any third party shall belong to the Company. The Policyholder and/or Insured Person shall fully cooperate with the Company in the recovery action.

11. Notice

All notices required to be given to the Company must be in writing and addressed to the Company and no alteration to this Policy including any endorsement thereto shall be valid unless the same is duly signed by an authorised representative of the Company.

12. Renewal

Subject to the agreement of the Company, this Policy may be renewed on the terms as the Company may determine upon payment by the Policyholder in advance of the premium payable for the benefits elected at the time of each renewal.

13. Legal Requirements Warranty

The Insured Person, the Insured Family and the Insured Domestic Helper shall duly comply with and observe all provisions, requirements and regulations of the Government Authorities and any other statutory obligations.

14. Salvage and Recoveries

The Insured Person shall retain full rights and control of the damaged property but undertake to maximize the salvage value by mutual agreement with appointed adjusters and/or the Company which amounts shall be applied against the amount of the total loss prior to application of Excess.

15. Pair and Set

In the event of loss of or damage to any article which is a part of a pair and set, the measure of loss of or damage to such article shall be a reasonable and fair proportion of the total value of the pair and set and will not be construed to mean a total loss of the pair and set (Note: camera body, lenses, storage devices and accessories will be treated as a set.)

16. Forfeiture of Benefits

All benefits under this Policy shall be forfeited:

- a) if the Insured Person or any person acting on his/her behalf shall obstruct the Company in the exercise of its rights;
- b) in respect of any claim made and rejected if arbitration be not commenced within 12 months after such rejection;
- c) in respect of any claim after the expiration of 12 months from the happening of the loss or damage,

unless such claim is the subject of pending legal action or arbitration;

- d) if any loss or damage is caused by the wilful act, deliberate act or recklessness of the Insured Person, the Insured Family or the Insured Domestic Helper;
- e) if any loss or damage is caused by malicious acts or vandalism committed by the Insured Person, the Insured Family or the Insured Domestic Helper.

17. Abandoned Claims

If the Company disclaims liability for any claims under this Policy; and such claim has not been referred by the Policyholder and/or Insured Person to arbitration as described above within 12 calendar months from the date of such disclaimer, then the claim shall for all purposes be considered abandoned and not recoverable.

18. Suits Against Third Parties

Nothing in this Policy shall render the Company liable to indemnify, join, respond to or defend any suit for damages for any cause or reason which may be instituted by the Policyholder or the Insured Person against any medical service provider or medical institution nominated under this Policy, including without limitation to any suit for negligence, malpractice or professional misconduct or any other causes in relation to or arising out of the treatment or examination of the Insured Person under the terms of this Policy.

19. Severability

If any provision of this Policy or any part thereof is held to be unenforceable, invalid or void for any reason, the enforceability and validity of the remaining part of that provision and the remaining provisions of this Policy shall, to the extent allowable, remain in full force and effect.

20. Right of Third Parties

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

21. Language

The Chinese version of this Policy is for reference only. Should there be any discrepancy between the English and Chinese versions, the English version shall prevail.

22. Sanction Clause

It is hereby noted and agreed that notwithstanding anything contained herein to the contrary, the Company shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any jurisdiction applicable to the Company.

23. Clerical Error

Any clerical error shall not invalidate insurance otherwise valid nor continue insurance otherwise not valid.

CLAIMS PROVISIONS

1. If any claim under this Policy shall be in any respect fraudulent or exaggerated or if any fraudulent means or devices shall be used by the Insured Person or anyone acting on the Insured Person's behalf to obtain benefit under this Policy, the Company shall be under no liability in respect of such claim.
2. Notice of any claim must be given to the Company within 14 days after the occurrence of the event giving rise to a claim under this Policy.
3. The Insured Person must, at his own expenses, furnish the Company with the loss circumstances in writing, all certified information and evidence as the Company may request. All claims shall be supported with documentary proof to the satisfaction of the Company.

In case of any event pertaining to fire, burglary, robbery, malicious damage, riot or strike, the Insured Person must report the loss to the police, building management office and/or any other relevant authorities and the Company immediately and in any event not later than 24 hours after the above loss occurrence.

- a) For claims in relation to loss of or damage to property, the Insured Person must:
 - i) furnish the Company with a certified copy of police report, loss memo or statement when loss or damage occurred;
 - ii) provide the Company with the quantified claim together with the loss details and evaluation including any purchase invoices, official receipts or any written documentation showing precisely the date of purchase, price, model and type of items lost or damaged;
 - iii) in respect of damage to the property being stored in a professional storage facility, provide the receipts issued by the storage company or the rental agreement signed with the storage company; and
 - iv) not commence any repair works or dispose of any salvage of any claimed item without the Company's prior consent.
- b) For claims in relation to public liability, the Insured Person must:
 - i) notify the Company of the possible claim in writing pertaining to the nature of loss and circumstances of the incident;
 - ii) furnish the Company with any letter, claim, writ, summons, court documents, court orders or decree, correspondence exchanged between legal representatives, letters of demand;
 - iii) advise the Company immediately when the Insured Person have knowledge of any impending prosecution, inquest or inquiry;
 - iv) not to make any admission, offer or promise of payment or payment without the Company's written consent and the Company shall be entitled if the Company does so desire to take over and conduct in the Insured Person's name the defence or settlement or handling of any claim and the Insured Person shall give all such

information and assistance as the Company may require.

- c) For claims in relation to accidental death, the Insured Person must:
 - i) send the Company examination reports issued by any registered medical practitioner giving details on the nature, extent and/or period of injury or disability;
 - ii) submit the police reports where relevant and if death shall have resulted, a copy of the death certificate and the coroner's findings of the death inquest;
 - iii) assist the Company to make a post-mortem examination of the dead body in the case of death where any reasonable doubt exists as to the cause thereof.
4. The Company shall be entitled to decline to take over the conduct of defence of any third party claim if there has been a breach of the Policy terms and conditions.
5. Incomplete claim forms will be returned to the claimants and any insufficiency of supporting information or documentation will result in delays in processing the claims.
6. No arbitration shall be commenced within the first 60 days from the date when all proof of claims as required by the Policy has been received by the Company.
7. In the event that the Company is entitled to repudiate or refuse indemnity under this Policy, any amounts paid pursuant to a claim under this Policy shall be fully refunded by the Insured Person to the Company upon its demand.
8. The Company will not accept liability for any claim if the required information is not received within 60 days from the issue date of any written request for information from the Company and the claim will thereafter be deemed to be abandoned.
9. All payments made are repayable to the Company upon demand in the event that the Insured Person becomes disqualified or is found not to be entitled to indemnity under this Policy due to any breach or violation of the terms and conditions of this Policy, which the Company is or may not be aware of at the time of payment.

家居至專賣條款及細則

保險條款

保單持有人與本公司均同意：

1. 本保單與本保單附載的任何批註須一併閱讀，並構成一份合約；
2. 保單資料頁上所列的條款、條件及不保事項，應依據本文所載的條款、條件及不保事項而詮釋，而不應解釋為對本文有任何修改、增補或歧異；
3. 已填妥並交回本公司的申請表格、投保書及聲明為本合約的依據，並視為已納入作本保單的一部分；
4. 本保單在保單持有人已全數繳交載列於保單資料頁之保費及本公司已核准其投保申請的情況下生效；
5. 本公司將根據本保單內的限額、條款、條件及不保事項提供保障；及
6. 受保人及提出索償人士須適當遵守及履行本保單的條款、條件及任何批註；及其在申請表格、投保書及聲明內容的真實性，乃本公司根據本保單承擔賠償責任的先決條件。

釋義

除非文意另有規定，以下之定義適用於本保單內出現的下列詞語：

1. 「**意外**」指突然及不可預計並且完全非受保人、受保家屬或受保家庭傭工所能控制的事件。
2. 「**樓宇**」指受保物業位處的住宅建築，以及所有與其連用及處於相同建築物的車房和附屬建築，包括其中業主的設備和裝置，及與該建築物有關的窗戶、牆壁、門戶、閘門、圍欄、後院、露臺、樹籬、小徑、車路、燈柱和天線桿，但不包括地基和排水渠。
3. 「**本公司**」指藍十字（亞太）保險有限公司。
4. 「**自付額**」指載明於保障資料頁內，在本公司須就每項索償支付本保單之保障前，受保人或受保家屬必須自行承擔的總金額。
5. 「**家居**」或「**受保物業**」指於保單資料頁或附加於本保單的批註內列為受保物業，並由受保人持有或佔用及以只作其居住之用的私人居所。
6. 「**香港**」指中華人民共和國香港特別行政區。
7. 「**家居物品**」指 (i) 屬受保人或受保家屬的傢俬、家居電器、個人物品（在保單資料頁之自選保障內指明的個別受保項目則除外）、家居財物；(ii) 陳設；及 (iii) 受保人或受保家屬在法理上須負責的家居裝修。

家居物品不包括下列各項：

- a) 金錢、契約、債券、匯票、承付票、證券、任何文件、手稿及獎章；
- b) 手動及 / 或電動的車輛及 / 或配件，包括但不限於腳踏單車、電單車、航天物體及 / 或船隻；
- c) 動物、植物、樹木或生物等類別；
- d) 模型、眼鏡及鏡片，包括隱形鏡片；

- e) 樓宇、排水渠、管道、浴缸、洗手盆、廁盆、外置電視機及無線電天線、天線、天線裝置及衛星接收器；
 - f) 放置在走廊、陽臺、後院、露臺、前院、天台或露天的財物；
 - g) 任何資訊的價值；
 - h) 攜帶出家居以外的手提電腦、手提音響 / 視像播放器、手提資訊器材、電子手帳或私人數據助理；
 - i) 流動或手提電子通訊器材、手提電話及傳呼機；
 - j) 使用中的運動用品；
 - k) 主要作商業或受僱用途的財物；
 - l) 由其他保單明確地承保的財物；
 - m) 正在搬遷或運送途中的財物；
 - n) 通常處於家居以外的財物；
 - o) 任何菲林、磁帶、錄音帶、匣子、光碟或磁碟內已錄製、製作或衍生的內容或材料，但不包括其本身於未使用時的價值，除非該項物件於購買時已載有預錄內容，則本公司會按照最新市價賠償。
8. 「**家居裝修**」指由受保人或受保家屬對牆壁、天花、地板及門戶進行的裝修和改善工作，但不包括任何窗戶。
 9. 「**受保家庭傭工**」指由受保人或受保家屬僱用並與其同住於家居的家庭傭工。
 10. 「**受保家屬**」指通常與受保人同住於家居，並作為其配偶、子女、家人及 / 或親屬之人士。
 11. 「**受保人**」指於保單資料頁或本保單附載的批註內列為受保人之人士。就本保單而言，受保人與保單持有人必須為同一人。
 12. 「**矮房**」指不超過 3 層樓高（天台樓層不包括在內）之獨立屋、半獨立屋或村屋。
 13. 「**金錢**」指現金、流通紙幣、硬幣、支票、郵遞訂單、銀行本票、旅行支票、旅遊套票、存款票據、郵票、禮品代幣 / 代用券及現金券。
 14. 「**受保期**」指保單資料頁內所列的保單生效時期。
 15. 「**個人證件**」指香港身分證、香港駕駛執照、中國入境許可證及護照。
 16. 「**個人物品**」指屬於受保人、受保家屬或受保家庭傭工（按情況而定），並由其通常穿戴或攜帶的私人物品；惟不包括金錢、個人證件、有價值的文件、信用卡、自動櫃員機卡及儲值的器件。
 17. 「**保單**」指保單持有人與本公司之間的整份保單合約，包括本條款及細則、保單資料頁、任何批註及由保單持有人或其核准的代表所提交的申請表格、投保書及聲明。
 18. 「**保單資料頁**」指附載於本保單的「保單資料頁」，並說明保單細節及受保期。
 19. 「**保單持有人**」指於保單資料頁或附加於本保單的批註內列為保單持有人之人士。就本保單而言，受保人與保單持有人必須為同一人。
 20. 「**保障項目表**」指一份列明本保單各項保障的最高賠償額及分項賠償額上限，並構成保單資料頁一部分的項目表。
 21. 「**貴重物品**」指金、白金、銀、翡翠、鑽石、珠寶或其他珍貴金屬或礦石、手錶、藝術品、古董、瓷器、古玩、皮草及樂器（不包括鋼琴）。

保障條款

受保人（或其合法代表）依據以下的第一至三部分可獲得的所有賠償受限於其選擇的保險計劃的保障範圍、保障項目表內的最高賠償額上限、分項上限及投保額，並受本保單之條款、條件、不保事項及自付額的條文約束。

第一部分 家居物品

A. 基本保障

本保單將保障受保人及受保家屬因意外導致家居內之家居物品的實質損失或損毀。

B. 伸延保障

1. 清理廢棄物

在本公司同意的情況下，本公司將就第一部分保障之家居物品的任何部分必須進行的：

- a) 清理廢棄物；
- b) 拆除及 / 或拆卸；或
- c) 支撐或支承；

支付受保人或受保家屬所招致的費用及支出。

2. 室內改動或維修

本公司將保障在家居進行改動或維修期間引致第一部分保障之家居物品的損失或損毀，但不包括承辦商的工程材料及物料；惟有關工程的費用及施工期須以保障項目表內列明的最高工程費用及最長施工期為上限。

3. 更換門鎖或窗戶

本公司會支付因爆竊或企圖盜竊引致家居的窗戶、及大門門鎖及 / 或門匙的損失或損毀而必需及合理招致的更換和安裝費用。

4. 個人物品

本公司將保障受保人或受保家屬攜帶的個人物品於全球任何地點因意外引致的實質損失或損毀。

5. 金錢或未獲授權使用信用卡

本公司將保障因於香港發生的火災、爆竊、搶劫或盜竊而令受保人或受保家屬蒙受的金錢損失或令其信用卡遭未經授權使用而引致的損失。

本公司不負責賠償：

- a) 任何由受保人或受保家屬未經授權使用信用卡而引致的損失；
- b) 任何可由其他方面獲得賠償的損失；或
- c) 未有在發現損失後的 24 小時內向警方報案。

6. 個人證件

本公司會支付就受保人或受保家屬於香港因意外遺失其個人證件而招致的補領費用。

7. 家居搬遷或臨時搬遷

本公司將保障因以下情況導致第一部分保障之家居物品之損失或損毀：

- a) 經專業搬運公司由家居搬遷到受保人位於香港之新永久居所，並由搬遷首日起計 2 天之內因搬遷造成的損失或

損毀，惟受保人必須於搬遷首日前以書面通知本公司該新永久居所之地點以及該新永久居所必須獲本公司受保；或

- b) 因需在香港進行專業清潔、修理、翻新或維修而臨時從家居遷離，並由搬遷首日起計 14 天之內因搬遷造成的損失或損毀。

本公司不負責賠償任何因展覽或銷售而需搬遷的財物所造成的損失或損毀。

8. 家居物品之儲存

本公司將就受保人存放於香港的專業儲存設施（包括迷你倉）內之家居物品因火災、水災、排水或溢水或由該設施的任何輸水系統或裝置滲漏導致的損毀支付現金津貼。

為免存疑，自付額將不適用於此保障項目。

9. 冷凍食品

本公司將支付就貯存於放置在家居的雪櫃之冷凍室或家用冷凍櫃內的冷凍食品因該雪櫃或冷凍櫃的溫度意外地轉變而腐壞所招致的重置費用。

本公司不負責賠償：

- a) 任何因任何人或電力供應公司故意的行為所造成之損失或損毀；或
- b) 任何因已使用超過 5 年的雪櫃或冷凍櫃故障所造成的損失或損毀。

10. 家庭傭工的財物

本公司將保障因火災或爆竊導致受保家庭傭工放置於家居內的個人物品的意外及實質損失。

為免存疑，本公司在同一受保期內就第一部分 A 項及 B 項應支付的總賠償額將不超過載列於保障項目表內第一部分之投保額的 100%。

C. 額外保障

為免存疑，自付額將不適用於第一部分 C 項下之保障。此外，本公司就第一部分 C 項之保障作出的任何賠償將只受限於載列於保障項目表內的個別保障最高賠償額，並不會對投保額作出扣減。

1. 臨時居所

若因第一部分保障之意外損失或損毀而導致家居不適合居住，本公司將支付受保人在家居修復期間因遷往臨時居所而實際招致的必需和合理費用。

本公司不負責賠償任何因家居翻新或裝修導致的損失。

2. 意外身故

本公司將就因在家居內發生的火災或搶劫而直接令受保人或受保家屬在 3 個月內身故支付此保障。

如此保障須就同一事件向多於一名人士之身故作出賠償，本公司就該事件應支付的總賠償額將不超過載列於保障項目表內此保障之最高賠償額，而在該情況下就每名人士所作之賠償將作平均分配。

3. 24 小時家居支援服務

在緊急情況下，受保人可享有下述由獨立服務提供者提供的 24 小時家居支援服務：

- a) **電力維修** – 安排註冊電工維修受保物業之供電系統的任何故障。
- b) **渠道服務** – 安排有許可證的管道工人維修受保物業的供水系統。
- c) **鎖匠支援** – 安排鎖匠協助受保人進入家居。
- d) **家居項目的一般維修** – 安排有關承辦商或服務提供者處理受保物業的任何家居問題。
- e) **嬰兒托管 / 護理轉介** – 安排嬰兒 / 小孩看護或家庭傭工在受保人不在家居的時候照顧受保人的子女或其他家庭成員。亦可安排註冊護士到家居照顧受保人指明的任何人士的需要。
- f) **臨時家庭傭工轉介** – 在受保人的要求下安排臨時的本地家庭傭工。
- g) **滅蟲 / 清潔轉介** – 安排專業滅蟲公司或清潔公司協助受保人滅蟲或清理家居。
- h) **家庭傭工指引** – 根據香港政府勞工處的資料向受保人提供有關海外家庭傭工的資訊。
- i) **到診安排** – 安排註冊醫生家訪，及如有需要，提供治療。

受保人可致電 24 小時熱線 **3608 6083** 並提供載列於保單資料頁內的保單號碼，以尋求上述之任何服務。

責任限制

- a) 就本分項下，所有提供服務予受保人的服務提供者、承辦商及 / 或專業人士（「服務提供者」）並非本公司的僱員、代理或員工，故其須以獨立身份承擔個別行為責任，而受保人並沒有就任何有關服務提供者提供的服務對本公司擁有追索權。
- b) 本公司不對任何因服務提供者提供的意見、服務或其行為、疏忽所產生或導致的損失或損害（不論如何產生）承擔責任。
- c) 本公司及服務提供者無須對任何因天災或其控制範圍以外的情況包括但不限於任何行政、政治或政府阻撓、罷工、工業行動、暴動、內亂，或任何類型的政局不安（包括但不限於戰爭、恐怖主義、起義）、惡劣天氣環境或因受制於當地法律或規管當局而導致未能或延遲提供「24 小時家居支援服務」而承擔責任。
- d) 本公司無須就本分項或因提供「24 小時家居支援服務」對任何直接、間接或衍生的損失、損害、成本、收費或支出承擔責任。
- e) 本公司可取消這項「24 小時家居支援服務」服務，惟須按本公司記錄的最新地址，向保單持有人預先發出 30 日通知。
- f) 受保人使用「24 小時家居支援服務」服務乃屬自願。本公司對就使用有關服務而引致的任何損失或責任概不負責。

適用於第一部分保障範圍的限制

如家居並非由受保人及 / 或受保家屬佔用，本公司只會賠償由火災、爆炸、閃電、暴風雨、水災、暴動、勞工騷亂、飛機及其他航空或航天物體或其拋下的物件、山崩及地陷、爆竊、被地面車輛或馬匹或牛隻撞擊、排水或溢水或由家居中任何輸水系統或裝置滲漏而對家居造成的損失或損毀。

如家居連續空置超過 60 天，前述情況之保障仍然生效，惟爆竊一項則除外。

適用於第一部分的辦理索償的基準

1. 理賠可透過付款或由本公司選擇重置或維修或替換履行。除另有列明外，本公司不會支付超過保障項目表上列明的任何項目的最高賠償額。
2. 就地毯和墊子而言，本保單只保障由實際點燃造成的全部或實質的損失；由火花及同類物質造成的灼熾、燙焦及點燃不在保障範圍之內。
3. 本公司毋須把受保財物修理至損毀前之原樣，但將確保在實際可行的情況下，該等物件於修理後與原件狀況合理地相稱。
4. 如傢俬、陳設及家庭電器的年期不超過 5 年，本公司會支付其重置或維修的全部費用；如家居裝修不超過 5 年，本公司會支付其重置或維修的全部費用。如超過 5 年，本公司會對受損財物進行維修或賠償受保人該等財物在損毀時的市值。
5. 如受保人未能向本公司提供證明文件或在蒙受任何損失或損毀之後選擇不重置索償項目，本公司會以折舊去計算賠償，而折舊率將由本公司決定。若索償沒有證明文件如收據等作為依據，第一部分保障之家居物品及個人物品的賠償上限將為保障項目表所列的每件限額的三分之一。

第二部分 公眾責任

A. 基本保障

業主或佔用者責任 / 個人責任 – 如受保人及 / 或受保家屬 (i) 作為家居的業主；(ii) 作為家居合法佔用人；或 (iii) 在全球任何地方以個人身分就下列情況引致對第三者的法律責任，本公司將支付此項保障：

- a) 第三者意外身故或遭受身體損傷；
- b) 第三者的財物遭受意外損失或損毀。

本公司亦將支付任何索償人可向受保人及 / 或受保家屬追討的法律費用及開支，及在事先獲得本公司書面同意下，受保人及 / 或受保家屬引致的全部費用及開支。

為免存疑，此保障將伸延至保障受保家庭傭工作為家居的合法佔用人並執行因受僱於受保人或受保家屬而進行的相關工作時導致的意外而引起上述對第三者的法律責任。

B. 伸延保障

室內改動或維修責任 – 本保單將伸延至保障受保人及 / 或受保家屬因進行第一部分所述的室內改動或維修所引致的責任，惟有關工程的費用及施工期須以保障項目表內列明的最高工程費用及最長施工期為限。

適用於第二部分的賠償限額

就因為一個來源而引致的一系列事故的其中一項或全部事故而言，本公司須支付所有應付賠償的責任，將不會超過保障項目表指定的金額上限。

就任何一項事故引致的任何一項或多項索償而言，本公司可支付予受保人賠償上限(扣減已支付作為賠償的款額後)或任何足以和解該項或該等索償的較少款額；而在付款之後，本公司將毋須再根據本部分就該項或該等索償負責，而在付款日期前就進行索償而可予追討或引致的訴訟費用或支出則除外。

第三部分 自選保障 (在保單資料頁內已選定者方才適用)

1. 樓宇全險保障

本保單將保障受保人或受保家屬任何因意外引致樓宇的實質損失或損毀。

適用於第三部分第 1 項的辦理索償的基準

1. 本公司將支付重建或維修樓宇至與其新落成時的狀況及程度相同的實際所需成本，惟投保額須足以支付重建或維修樓宇的實際成本，否則應付的重建或維修成本須受制於下文規定的比例分攤條款 (如適用)。
2. 若樓宇不作重建或維修，則本公司只會向受保人支付重建或維修樓宇至與其新落成時的狀況及程度相同的經評估的合理成本，評估以損失或損毀時計，減去折舊及 / 或損耗，而重建或維修的經評估成本以及折舊及 / 或損耗程度由本公司絕對酌情決定。
3. 本公司將不會純粹基於樓宇內任何未損壞項目或剩餘部分與受損項目屬於性質、顏色、圖案或設計相近的一系列、一套、一組或組合物品的一部分，而支付其重置或施工費用。

2. 額外貴重物品

本保單保障就於本保單生效前已向本公司申報並列明於保單資料頁內的貴重物品，因意外而在保單資料頁內註明的地域範圍內引致的實質損失及損毀。

適用於第三部分保障範圍的限制

如家居並非由受保人及 / 或受保家屬佔用，本公司只會賠償由火災、爆炸、閃電、暴風雨、水災、暴動、勞工騷亂、飛機及其他航空或航天物體或其拋下的物件、山崩及地陷、爆竊、被地面車輛或馬匹或牛隻撞擊、排水或溢水或由家居中任何輸水系統或裝置滲漏而對家居造成的損失或損毀。

如家居連續空置超過 60 天，前述情況之保障仍然生效，惟爆竊一項則除外。

額外條款

A. 山崩及地陷伸延保障 (只適用於第一及第三部分)

儘管本保單有任何相反規定，本保單將伸延至保障：

在保單資料頁列明的受保期內因地陷或山崩而直接導致受保於第一及第三部分下的財物的損失或損毀，但不包括：

1. 直接或間接由或透過或因下列任何事件而引致的損失或損毀：
 - a) 海岸侵蝕；
 - b) 平錯；

- c) 相關工程完成後 5 年內，架構物下陷或填土地下沉；
2. 地陷及 / 或山崩引致的路徑、道路、欄柵、大門、邊界及護土牆的損失或損毀；
 3. 除非另有明確保障，在地陷及 / 或山崩後清除地陷及 / 或山崩之廢棄物或清理現場的費用，惟需要修理的受保財物則不在此限；
 4. 因有缺陷的設計或手工或使用拙劣材料而直接導致的損失或損毀；
 5. 任何相應而生的損失或損毀；及
 6. 引用比例分攤條款後 (如適用)，在保障項目表上列明的適用自付額，除非保單資料頁內另有列明適用於在受保期間每連續 72 小時內出現的每項索償的自付額。

保證條款

1. 受保人須對受保財物進行完好維修，並有責任採取所有合理步驟以防止因發生本保單所保障的受保事項而引致的損毀。
2. 受保人應就下列事項立即通知本公司：
 - a) 在受保物業地底下、周圍或附近進行的任何挖掘。在此情況下，本公司有權更改或取消本保單的保障範圍；及
 - b) 影響受保物業所處地點的任何部分或其附近環境 (無論是否涉及受保財物) 的受保事項之發生。

B. 比例分攤條款

1. 如投保額少於以損失或損毀時計算的全數重建成本的 80%，即被視為投保額不足，本公司應付賠償額將按投保額佔以損失或損毀時計算之總重建成本的比例計算。受保人就投保不足的部分將被視為受保人本身的承保人，並須按比率分攤損失。(只適用於第三部分第 1 項)
2. 在損失或損毀發生時，如在保單資料頁列明的受保財物的整體價值較投保額大，受保人應分攤部分損失或損毀，該分額將按投保額不足的比例計算。如多於一個項目，則受保財物的每個項目均應分別符合本條款。(只適用於第三部分第 2 項)

C. 按揭條款 (A13) (只適用於第三部分第 1 項)

本保單下的任何損失 (如有) 應付予名列本保單資料頁內的承按人或承讓人，以彼等擁有的樓宇權益為限。

如有任何損失或損毀，本公司將向承按人或承讓人支付以彼等擁有的樓宇權益為限而不超過受保物業的投保額或重置價值 (減去折舊 (如有)) 的賠償，以金額較低者為準，而就承按人或承讓人於本保單的權益而言，本保單將不會因受保物業的按揭人或業主的任何行為或疏忽，或因在承按人或承讓人不知情的情況下對、就或在本保單保障的任何物業進行的任何事項，導致風險增加而告失效，惟承按人或承讓人須在得悉未經本保單許可的任何擁有權變動或風險因素改變或增加後，盡快通知本公司任何上述變動、改變或增加，並按來自風險首次增加時起向本公司支付適當的額外保費。

倘若本公司須按照本保單向承按人或承讓人支付任何損失或損毀金額，並聲稱對受保物業的按揭人或業主就該損失或損毀概無責任，本公司將可即時合法代行承按人或承讓人在該付款範圍內的全部權利，而承按人或承讓人須進行及簽立本公司可能需要或合理要求的一切進一步或其他行為、契據、轉讓書、轉讓契、文書及事情，以便本公司可順利實行上述代位權，惟上述代位權不得損害承按人或承讓人追討全額索償的權利。

對本公司與受保物業的按揭人或業主之間而言，本條款所載任何事情無論如何不得構成或被視為構成任何豁免、損害或影響本公司對受保物業的按揭人或業主可能擁有的任何權利，或減少本保單或法例可能對受保物業的按揭人或業主所施加的任何義務，而本公司與受保物業的按揭人或業主之間的該等權利與義務須維持全面效力及作用。

本公司保留權利隨時按照本文條款規定取消本保單，惟在該情況下，本保單將僅為承按人或承讓人的權益繼續生效至承按人或承讓人獲通知取消保單後 10 天，其後本保單將告終止，本公司將有權根據上述通知書取消保單。

D. 保額自動復效條款 (只適用於第三部分第 1 項)

如有損失，本公司將由意外日期起自動復效投保額，而受保人須承諾按比例支付有關復效的保費。

不保事項

適用於第一部分及第三部分的不保事項

本公司不負責賠償：

1. 由下列事項導致的任何損失或損毀：
 - a) 損耗；
 - b) 發黴、霉菌、潮濕、腐爛、侵蝕、生鏽、逐漸退化、折舊、陽光照射或空氣的影響和逐漸產生影響的誘因；
 - c) 昆蟲、寄生蟲、動物；
 - d) 漂染、清潔、維修、修葺、翻新；
 - e) 刮擦、毀損或弄凹；
 - f) 電器及電腦器材的損壞及 / 或機械故障；
 - g) 原有或潛在的故障，拙劣的手工、材料或設計，或變形；
 - h) 不正確地使用或未有按照製造商的指示或說明使用；
 - i) 溫度 (上述第一部分之伸延保障內第 9 項之「冷凍食品」中保障之雪櫃或冷凍櫃之溫度改變則除外)、顏色、味道、質地或塗飾的改變；
 - j) 山崩及地陷，除非已於額外條款中的山崩及地陷伸延保障內另有註明；
 - k) 無法證明有留低牽涉使用武力或暴力之明顯痕跡的搶劫、爆竊、偷竊或企圖偷竊；
 - l) 任何相應而生的損失或損毀；
 - m) 離奇失蹤或無法解釋的損失；
 - n) 被海關或其他官員拘留、沒收或充公；
 - o) 因電流或電力過荷對電器及線路造成的損失或損毀；
 - p) 欺騙或陰謀；或
 - q) 遺下及沒有妥善看管財物；
2. 受保財物因滲漏、污染及 / 或玷污而引致的任何損失或損毀，除非直接導致實質損失或損毀的滲漏、污染及 / 或玷污是由突然的、可識別的、非故意的及未能預計的事件所引致。

為免存疑，所有因清理環境或清除污染 (土地、空氣或水質) 所產生之任何費用均為本保單的不保事項。

適用於第二部分的不保事項

1. 本保單不負責賠償：
 - a) 受保人或受保家屬或其僱用人士的身體損傷；
 - b) 受保人或受保家屬或其僱用人士所擁有或在其看管、保管或控制下的財物的損失或損毀；
 - c) 罰款或懲罰性的損害賠償；或
 - d) 由下列事項引起或與其相關的任何責任：
 - i) 擁有、佔用或使用受保物業以外的任何土地或建築物；
 - ii) 透過彌償或其他方式作出的任何付款協議，除非該責任在無該協議的情況之下已附帶；
 - iii) 除受保人或受保家屬僱用的家庭傭工外，從事任何行業、職業或僱傭活動；
 - iv) 擁有、管有、開動或使用任何以機械啟動的車輛、飛機或船隻；或
 - v) 擁有、使用或管有任何動物，而根據家居所處樓宇的公契或管理處的規定和守則允許在家居內飼養的犬隻及貓隻則除外。

2. 滲漏、污染及玷污不保事項

本保單不負責賠償：

- a) 直接或間接因滲漏、污染或玷污引致的身體損傷或財物的損失、損毀或喪失其功用；或
- b) 清除、消除或清洗因滲漏、污染及玷污遺下之污染物的費用；

除非此等滲漏、污染及玷污是在本保單的受保期內因突然的、可識別的、非故意的及未能預計的事件故造成。

一般不保事項

下列不保事項適用於本保單的所有部分。本保單不保障下列各項：

1. 戰爭及恐怖活動

由以下任何事項直接或間接造成或引起或相關的任何性質的損失、損毀、費用或支出，不論是否有任何其他原因或事件同時或以任何其他先後次序造成有關損失，均不屬本保單的保障範圍：

- a) 戰爭、入侵、外敵的行為、敵對或類似戰爭的行動 (不論宣戰與否)、內戰、叛亂、革命、暴動、規模或情況相當於起義、軍事權力或篡權的內亂、國家獨立、政府或市政府或地方或任何公共主管機構進行沒收、徵用、查封或拆毀；或
- b) 任何恐怖主義行為。

就此不受保事項而言，「恐怖主義行為」指任何人或群體，不論是單獨行事，還是代表或聯同任何組織或政府行事，為達到政治、宗教、理念或類似的目的，包括意圖影響任何政府及 / 或使公眾或當中任何人等陷入恐慌而作出的行為，包括但不限於使用武力或暴力及 / 或以武力或暴力作出威嚇。

凡為控制、防止或遏止上文第(a)及 / 或第(b)項的情況而採取的任何行動或在任何方面與上文第(a)及 / 或第(b)項的情況有關的行動所直接或間接造成或引起或相關的任何性質的損失、損毀、費用或支出，亦不屬本保單的保障範圍。

此外，不論是否有任何共分原因，本保單不承保任何因恐怖主義行為引致的以下事項所直接或間接造成或引致或與其相關的任何性質的損失、損毀、費用或支出：

- a) 生物或化學污染；或
- b) 導彈、炮彈、手榴彈、爆炸物品。

就不保事項(a)而言，「生物或化學污染」指因化學及 / 或生物物質的影響導致物品的污染、中毒或阻礙及 / 或限制其使用。

倘若本公司基於此不保事項條款指稱任何損失、損毀、費用或支出不可根據本保單獲得彌償，則舉證責任落在受保人身上，由其證明該些損失、損毀、費用或支出可獲賠償。

倘若此不保事項條款的任何部分被裁定失效或不可強制執行，其餘條款仍具十足效力和作用。

2. 輻射性污染

因下列事項直接或間接引起或共分造成或帶來的任何財物損失或損毀，或其引致的任何損失或開支，或任何相應而生的損失或損毀，或任何法律責任：

- a) 電離輻射或核燃料或核廢料或核燃料燃燒引起的輻射而導致的污染；或
- b) 含有輻射、毒害、易爆或其他危險性質的易爆性核子組裝或核子組件。

3. 聲爆

由以音波或超音波速度航行的飛機或其他航空物體引起的壓力振動而直接導致的損失或損毀。

4. 資訊科技說明

- a) 數據或軟件的損失或損毀，尤其是數據、軟件或電腦程式因原本結構被刪減、受損或變形而產生的任何不良變化，以及因該項損失或損毀而導致業務中斷所造成的任何損失。儘管有此項不保事項條款規定，但假如數據或軟件的損失或損毀是因財物本身遭到受保風險造成的實質損毀而直接引致的，則屬本保單的保障範圍。
- b) 因數據、軟件或電腦程式的功能、供應、使用範圍或存取出現缺損而引致的損失或損毀，以及因該項損失或損毀而導致業務中斷所造成的任何損失。

5. 霉菌的不保事項

不論是否直接或間接由受保風險所造成，因霉菌、青苔、發黴、真菌、孢子、細菌傳播或任何類同微生物、濕漉或乾涸腐爛物導致的損害或損毀。這包括但不限於調查、測試、修補服務的費用、額外支出或因營業中斷所蒙受之虧損。無論是否有任何其他原因或事故與該損失同時持續出現或在其他時間出現，該損失亦不在保障範圍之內。如損失在本保單的保障範圍之內，而其廢棄物清除費用卻因霉菌、青苔、真菌、細菌傳播、濕漉或乾涸的腐爛物、或極度潮濕的出現而增加，本保單將只承擔受保財物在未被上述因素影響下之清除廢棄物的費用。

6. 石棉的全面不保事項

有關因各類型或數量的石棉直接或間接引起、導致或加劇損失的任何責任。

一般條款

1. 合約詮釋

- a) 在本保單中，表示單一性別的詞包含所有性別；單數詞包括複數涵義，反之亦然。
- b) 所有標題乃為方便而設，不會影響對本保單的闡釋。
- c) 本保單內所有時間均指香港時間。
- d) 除非於本保單附載的批註內另有規定，若本保單與本公司其他文件之條款及細則出現任何抵觸，將以此條款及細則為準。
- e) 除非另有註解，否則本保單內所用之詞語具有此條款及細則之釋義部分所載明的涵義。

2. 取消保單

- a) 本公司可按保單持有人最後登記的地址，以掛號郵件方式向保單持有人發出不少於 7 天通知以取消本保單。本公司將就餘下之受保期按比例向保單持有人退還保費。
- b) 保單持有人可於任何時候向本公司發出不少於 7 天的書面通知以取消本保單。在未有就本保單提出任何索償之前提下，保單持有人可獲得退還部分保費，退還的價值相等於已付的保費在扣除本公司按本保單已到期的受保期及短期保費率（如下述短期保費率表所示）所計算出的應收保費*後的餘額。

短期保費率表

已到期的受保期		應收保費*	
不超過	1 個月	全年保費的	10%
	2 個月		20%
	3 個月		30%
	4 個月		40%
	5 個月		50%
	6 個月		60%
	7 個月		70%
	8 個月		80%
	9 個月		90%
9 個月以上		全年保費的全額	

* 應收保費將受限於保單資料頁內所列之最低保費

3. 失實陳述 / 欺詐

倘若保單持有人及 / 或受保人的申請表格、投保書及 / 或聲明之內容有任何失實之處，或就影響風險的任何重要事實作出錯誤陳述或有所遺漏，或倘若此保險涉及任何錯誤陳述、失實陳述或隱瞞，或有任何涉及欺詐成份或誇大之索償或以虛假聲明或陳述為依據之索償，則本保單內的保障將於本保單生效當日起視為無效。

4. 防止損失

受保人及受保家屬須遵守所有法定責任並採取所有合理步驟以：

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

5. 風險變化

在本保單的受保期內，保單持有人必須就任何家居的搬遷、任何關於受保物業之佔用性質或可能引致損失增加之

狀況的變更通知本公司，並須按本公司的要求支付所需的額外保費。本公司保留是否承保任何風險的最終決定權。

6. 保障更改

保單持有人只可於提交續保申請時要求轉換計劃級別，惟須得到本公司的批准。

7. 免分擔

本保單只應在其他保險未能作出償付的情況下作出賠償，不應用作分擔全部或部分損失。

8. 法規

本保單於香港簽發，並受香港法律規管並按其詮釋。

9. 仲裁

由本保單引致的所有糾紛或爭議，均須根據《仲裁條例》（香港法例第 609 章）進行仲裁。若雙方未能就仲裁員的選擇達成協議，則由香港國際仲裁中心當時的主席指派一位仲裁員。

10. 代位權

本公司有權以保單持有人及 / 或受保人的名義，對可能須就引致本保單提出索償的事故負上責任的第三者進行追討，有關費用將由本公司承擔，而所討回的款項亦歸本公司所有。保單持有人及 / 或受保人須在追討行動中與本公司充分合作。

11. 通知

向本公司提供的所有通知必須以書面發出，並送達本公司的地址。除非由本公司的授權代表正式簽署，否則就本保單（包括其任何批註）作出的任何更改均屬無效。

12. 續保

在本公司同意的大前提下，保單持有人可預先繳付保費並同意接受本公司就續保施加的條款以續保本保單，每次續保時應繳付之保費均由本公司按每次續保時所選的保障利益而釐定。

13. 法律規定保證

受保人須遵守及奉行政府當局訂定的所有條例、規定及守則，以及任何其他法律責任。

14. 損餘及追償

受保人保留對於損毀財物的全部權利及掌管權，但亦有責任與委任的理賠員及 / 或本公司共同訂定協議以達致最高的損餘價值，用以抵銷在扣除自付額之前的全損賠償金額。

15. 一對及組合物品

如遺失或損毀一對或一個組合中的部分配件，賠償額為該原對或組合配件之總值的一個公平及合理比率，而該對或組合物品並不會因此而被視為全損（備註：相機機身、鏡頭、儲存器件及配件視為同一組合）。

16. 利益喪失

本保單的所有利益在下列情況下將會喪失：

- 如受保人本身或由任何人士代其阻礙本公司行使其權利；
- 如在索償被拒絕後，未有在拒絕索償後起計 12 個月內展開仲裁；

- 任何於損失或損毀發生後之 12 個月期滿後進行的索償，除非該項索償仍待法律訴訟或仲裁解決；
- 如任何損失或損毀乃由受保人、受保家屬或受保家庭傭工的任何蓄意、故意或魯莽行為造成；
- 如任何損失或損毀乃由受保人、受保家屬或受保家庭傭工的惡意行為或因故意破壞他人財物造成。

17. 放棄索償

本公司拒絕就本保單之索償作出賠償，而該項索償並未於拒絕賠償日期起計 12 個月內由保單持有人及 / 或受保人根據上文交付仲裁，則該項索償就各方面而言將被視作放棄論，且日後不能再提出索償。

18. 對第三者的訴訟

如保單持有人或受保人就任何原因對本保單所指定的醫療服務機構或人員提出訴訟要求賠償，包括但不限於受保人根據本保單之條款在接受治療或檢查時因對方失職、治療不當、專業失當或與該治療或檢查相關之其他原因引起的訴訟，本保單中並無任何條款可致使本公司須就有關訴訟作出彌償、加入其中，作出回應或答辯。

19. 可分割性

若本保單內的任何條款或條款之任何部份因任何原因被認為不能執行或無效，在容許之範圍內，該條款之餘下部份與本保單內其他任何條款之可執行性或有效性將不會受該條款或該部份所影響。

20. 第三者權利

任何不是本保單某一方的人士或實體，不能根據《合約（第三者權利）條例》（香港法例第 623 章）強制執行本保單的任何條款。

21. 語言

本保單之中文版本僅作參考。英文版本與中文版本之間如有任何差異，均以英文版本為準。

22. 制裁條款

儘管本保單有任何相反規定，茲經雙方同意，若本公司承保本保單，或就此作出任何賠償或提供任何保障將使本公司蒙受任何屬聯合國決議、貿易或經濟制裁或適用於本公司的任何司法管轄範圍的法律或規例下的制裁、禁制或限制，則本公司不得被視為承保本保單，且本公司亦無須就有關索償作出任何賠償或提供任何保障。

23. 文書錯誤

任何文書錯誤不會令生效的保單因而失效，或令失效的保單因而生效。

索償條款

- 如索償時出現欺詐成分或蓄意誇大事實，或受保人或其代表申請本保單下的保障時使用任何欺詐方法或策略，本公司並無責任作出任何賠償。
- 任何索償須於引致本保單下索償的事件發生後 14 天內知會本公司。
- 受保人必須自費以書面方式提交本公司所要求的事件發生經過、所有資料證明及證據。所有索償必須由令本公司滿意的書面證明支持。

如發生任何有關火災、爆竊、搶劫、惡意損毀、騷亂或罷工的事件，受保人必須在該項事件發生後的 24 小時內立即向警方、物業管理處及 / 或任何其他有關部門及本公司報告損失。

- a) 就有關財物損失或損毀的索償而言，受保人必須：
 - i) 當有損失或損毀發生，向本公司提供警方報告、損失便函或聲明的核證副本；
 - ii) 向本公司提供索償的數額及損失的詳情及評估，包括任何能準確顯示購買日期、價錢、型號及損失或損毀項目的種類的發票、正式收據或任何文件；
 - iii) 就儲存於專業儲存設施的財物之損毀而言，由該儲存設施發出的單據或與其簽署的租賃協議書；
 - iv) 在沒有取得本公司的同意之前，不得展開任何維修工程或丟掉任何損餘的物件。
 - b) 就有關公眾責任的索償而言，受保人必須：
 - i) 就可能的索償以書面通知本公司有關損失的性質及事故的情況；
 - ii) 向本公司提供任何書信、索償、令狀、傳票、法院文件、法院命令或判令、法律代表之間的往來書信、索償信函；
 - iii) 在知悉任何的起訴、研訊或調查後立即通知本公司；
 - iv) 在沒有獲得本公司書面同意的情况下，不得作出任何承認、提議、承諾付款或付款；如有需要，本公司有權接管及以受保人的名義進行辯護或解決或處理任何索償；在本公司要求下，受保人應向本公司提供一切資料及協助。
 - c) 就有關意外身故的索償而言，受保人必須：
 - i) 向本公司遞交由註冊醫生發出並詳細顯示損傷或傷殘的性質、程度及 / 或時期的化驗報告；
 - ii) 提交有關的警方報告；如有死亡的情況，應提交死亡證及驗屍官的化驗結果；
 - iii) 在本公司對死因有任何合理懷疑的情況下，協助本公司進行死後驗屍。
4. 如有違反本保單的條款及條件，本公司有權拒絕代表受保人就任何第三者提出的索償作出抗辯。
 5. 未填妥的索償表格將退回予索償人而資料或文件不足會對索償申請的處理造成延誤。
 6. 保單持有人不得在本公司收到所有本保單所需的索償證明當日後的 60 天內就本保單向本公司展開仲裁。
 7. 倘本公司有權拒絕履行本保單的賠償責任，受保人必須應要求向本公司全數退還任何根據本保單支付的賠償金額。
 8. 如本公司發未能在提出書面要求 60 天內收妥所需索償資料，本公司將不會對有關索償承認責任，而該索償在其後將視作放棄論。
 9. 如本公司於賠償時未知悉受保人因觸犯或違反本保單的條款及條件而令其變得不合資格或喪失獲賠償的權利，所有已支付的賠償應按本公司要求而全數退還給本公司。



個人資料（私隱）條例 - 收集個人資料聲明（「本聲明」）

藍十字（亞太）保險有限公司（「本公司」）乃東亞銀行有限公司的全資附屬公司。在本聲明內，東亞銀行有限公司連同其附屬公司及聯營公司將統稱為「東亞銀行集團」。

為依從個人資料（私隱）條例（「條例」），本公司特此通知閣下以下事項：

(1) 在申請及接受保險產品及服務時，及當本公司提供與保險產品及服務相關之其他服務時，閣下有需要不時向本公司提供個人資料。若閣下未能提供該等資料，可能會令本公司無法處理閣下的保險申請或向閣下提供或繼續提供保險產品及服務及／或其他相關服務。本公司亦可能會在日常業務運作的過程中向閣下收集資料，例如當閣下向本公司提出保險索償或當在一般情況下以口頭或書面形式與本公司溝通。

(2) 個人資料收集目的

閣下的個人資料可能會用作下列用途：

- (i) 處理保險產品及服務的申請；
- (ii) 為閣下提供保險產品及服務及處理閣下就本公司的保險產品及服務提出的要求，包括但不限於要求增加、更改或刪除保障項目或受保成員，訂立直接付款安排及保單取消、更新或復效申請；
- (iii) 處理、判定保險索償及就索償抗辯，包括進行任何附帶調查；
- (iv) 執行與所提供的保險產品及服務相關的功能及活動，如核實身份、資料核對及再保險之安排；
- (v) 行使本公司因不時向閣下提供保險產品及服務而享有的權利，例如向閣下追討欠款；
- (vi) 設計保險產品及服務以提升本公司的服務質素；
- (vii) 製作數據及進行研究；
- (viii) 營銷服務、產品及其他標的（詳情請參閱本聲明第(4)段）；
- (ix) 履行根據下列對本公司及／或東亞銀行集團具有約束力或適用或期望其遵守的就披露及使用資料的義務、規定及／或安排：
 - (a) 不論於香港特別行政區（「香港」）境內或境外及不論目前或將來存在的對其具法律約束力或適用的任何法律；
 - (b) 不論於香港境內或境外及不論目前或將來存在的任何法律、監管、政府、稅務、執法或其他機關，或保險或金融服務供應商的自律監管或行業組織或協會所作出或發出的任何指引或指導；或
 - (c) 本公司或東亞銀行集團因其位於或跟相關本地或外地的法律、監管、政府、稅務、執法或其他機關，或保險或金融服務供應商的自律監管或行業組織或協會的司法管轄區有關的金融、商業、業務或其他利益或活動，而向該等本地或外地的法律、監管、政府、稅務、執法或其他機關，或有關的自律監管或行業組織或協會承擔或被彼等施加的任何目前或將來的合約或其他承諾；
- (x) 遵守東亞銀行集團為符合制裁或預防或偵測清洗黑錢、恐怖分子融資活動或其他非法活動的任何方案就於東亞銀行集團內共用資料及資訊及／或資料及資訊的任何其他使用而指定的任何義務、要求、政策、程序、措施或安排；
- (xi) 允許本公司的權益或業務的實際或建議承讓人、受讓人、參與人或附屬參與人，就擬涉及的轉讓、出讓、參與或附屬參與的交易進行評估；及
- (xii) 與上述有關的其他用途。

(3) 個人資料的轉移

存於本公司的個人資料將會保密，但本公司可能會向以下各方透露該等資料作本聲明第(2)段所列出的用途：

- (i) 任何代理人、承包商或就本公司之業務運作，包括行政、電訊、電腦、付款、資料處理、儲存、調查和收數服務，或就與保險產品及服務相關之其他服務，向本公司提供服務的第三方服務供應商（如公證行、理賠調查員、收數公司、資料處理公司及專業顧問）；
- (ii) 任何對本公司或東亞銀行集團負有保密責任的其他人士，包括承諾保密該等資料的東亞銀行集團任何成員公司；
- (iii) 與本公司有或將有商業往來的再保險公司；
- (iv) 本公司或東亞銀行集團為遵守任何法律規定，或根據法律、監管、政府、稅務、執法或其他機關，或保險或金融服務供應商的自律監管或行業組織或協會所作出或發出對本公司或東亞銀行集團具有約束力或

適用或期望其遵守的規則、規例、實務守則、指引或指導，或根據本公司或東亞銀行集團向本地或外地的法律、監管、政府、稅務、執法或其他機關，或保險或金融服務供應商的自律監管或行業組織或協會的任何合約或其他承諾（以上不論於香港境內或境外及不論目前或將來存在的），而有義務或以其他方式被要求向其作出披露的任何人士或機構；

- (v) 本公司的權益或業務的任何實際或建議承讓人、受讓人、參與人或附屬參與人；
 - (vi) 第三方獎賞、客戶或會員、品牌合作及優惠計劃供應商；
 - (vii) 本公司及／或東亞銀行集團任何成員公司的品牌合作夥伴（該等品牌合作夥伴的名稱會在有關服務和產品的申請表格及／或宣傳資料上列明）；及
 - (viii) 本公司為就本聲明第(2)(viii)段所列明的用途而聘用的外判服務供應商（包括但不限於郵寄公司、電訊公司、電話銷售和直接促銷代理、電話服務中心、數據處理公司和資訊科技公司）。
- 該等資料可能被轉移至香港境外。

(4) 在直接促銷中使用個人資料

本公司可能把閣下的個人資料用於直接促銷，除非本公司已取得閣下的同意（包括表示不反對），否則本公司並不可以如此使用閣下的個人資料，但條例所指明的豁免情況除外。就此，請注意：

- (i) 本公司可能把本公司不時持有閣下的姓名、聯絡資料、產品及服務組合資料、交易模式及行為、財務背景及人口統計數據用於直接促銷；
- (ii) 本公司可能就下列服務、產品及促銷標的進行促銷：
 - (a) 保險、財務、銀行及相關服務及產品；
 - (b) 獎賞、客戶或會員或優惠計劃及相關服務及產品；及
 - (c) 本公司及／或東亞銀行集團任何成員公司的品牌合作夥伴提供的服務及產品（該等品牌合作夥伴的名稱會在有關服務和產品的申請表格及／或宣傳資料上列明）；
- (iii) 上述服務、產品及促銷標的可能由本公司及／或下列各方提供：
 - (a) 東亞銀行集團任何成員公司；
 - (b) 第三方獎賞、客戶或會員、品牌合作或優惠計劃供應商；及／或
 - (c) 本公司及／或東亞銀行集團任何成員公司之品牌合作夥伴（該等品牌合作夥伴的名稱會在有關服務和產品的申請表格及／或宣傳資料上列明）。

如閣下不希望本公司使用閣下的資料作上述直接促銷用途，閣下可通知本公司行使閣下的選擇權拒絕促銷。閣下可根據本聲明第(5)段所提供的聯絡方法以書面向本公司的個人資料保障主任提出有關要求，或於有關的申請表格內向本公司表達閣下拒絕促銷的意願（如適用）。

(5) 查閱及改正資料權利

根據條例規定，閣下有權查詢本公司是否持有閣下的個人資料及要求索取該等資料的複本（查閱資料要求），並要求本公司就不準確的資料作出改正。閣下如欲行使有關權利，請以書面經以下聯絡方法向本公司的個人資料保障主任提出：

香港九龍觀塘道418號創紀之城5期東亞銀行中心29樓
藍十字（亞太）保險有限公司
個人資料保障主任
傳真：(852) 3608 2938

根據條例，本公司有權就辦理任何查閱資料要求收取合理費用。

- (6) 閣下亦有權根據本聲明第(5)段所提供的聯絡方法向本公司的個人資料保障主任索取本公司有關個人資料私隱的政策及實務，並獲告知本公司持有的個人資料的種類。
- (7) 本公司只會根據上述任何用途上的合理需要或適用法例或規例規定的期間保存閣下的個人資料。
- (8) 如閣下對本聲明有任何疑問，請致電本公司的客戶服務熱線 3608 2988。
- (9) 本聲明不會限制客戶在條例下所享有的權利。
- (10) 本公司保留修改本聲明的權利。

2013年4月

由東亞銀行集團成員-藍十字（亞太）保險有限公司發出



The Personal Data (Privacy) Ordinance - Personal Information Collection Statement (the "Statement")

Blue Cross (Asia-Pacific) Insurance Limited (the "Company") is a wholly owned subsidiary of The Bank of East Asia, Limited. The Bank of East Asia, Limited together with its subsidiaries and affiliates are collectively referred to in this Statement as the "BEA Group".

In compliance with the Personal Data (Privacy) Ordinance (the "Ordinance"), the Company would like to inform you of the following:

(1) From time to time, it is necessary for you to supply the Company with personal data in connection with the application for and provision of insurance products and services as well as the carrying out by the Company of other services relating to these insurance products and services. Failure to supply such data may result in the Company being unable to process your insurance applications or to provide or continue to provide the insurance products and services and/or the related services to you. Data may also be collected by the Company from you in the ordinary course of the Company's business, for example, when you lodge insurance claims with the Company or generally communicate verbally or in writing with the Company, by means of documentation or telephone recording system, as the case may be.

(2) PURPOSES FOR COLLECTING PERSONAL DATA

Personal data relating to you may be used for the following purposes:

- (i) processing applications for insurance products and services;
- (ii) providing insurance products and services to you and processing requests made by you in relation to our insurance products and services, including but not limited to requests for addition, alteration or deletion of insurance benefits or insured members, setting up of direct debit facilities as well as cancellation, renewal, or reinstatement of insurance policies;
- (iii) processing, adjudicating and defending insurance claims as well as conducting any incidental investigation;
- (iv) performing functions and activities incidental to the provision of insurance products and services such as identity verification, data matching and reinsurance arrangement;
- (v) exercising the Company's rights in connection with the provision of insurance products and services to you from time to time, for example, to recover indebtedness from you;
- (vi) designing insurance products and services with a view to improving the Company's service;
- (vii) preparing statistics and conducting research;
- (viii) marketing services, products and other subjects (please see further details in paragraph (4) of this Statement);
- (ix) complying with the obligations, requirements and/or arrangements for disclosing and using data that bind on or apply to the Company and/or the BEA Group or that it is expected to comply according to:
 - (a) any law binding or applying to it within or outside the Hong Kong Special Administrative Region ("Hong Kong") existing currently and in the future;
 - (b) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of insurance or financial services providers within or outside Hong Kong existing currently and in the future; or
 - (c) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of insurance or financial services providers that is assumed by or imposed on the Company or the BEA Group by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations;
- (x) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the BEA Group and/or any other use of data and information in accordance with any group-wide programs for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
- (xi) enabling an actual or proposed assignee, transferee, participant or sub-participant of the Company's rights or business to evaluate the transaction intended to be the subject of the assignment, transfer, participation or sub-participation; and
- (xii) any other purposes relating to the purposes listed above.

(3) TRANSFER OF PERSONAL DATA

Personal data held by the Company relating to you will be kept confidential but the Company may provide such data to the following parties for the purposes set out in paragraph (2) of this Statement:-

- (i) any agent, contractor or third party service provider who provides services to the Company in connection with the operation of its business including administrative, telecommunications, computer, payment, data processing, storage, investigation and debt collection services as well as other services incidental to the provision of insurance products and services by the Company (such as loss adjusters, claim investigators, debt collection agencies, data processing companies and professional advisors);
- (ii) any other person or entity under a duty of confidentiality to the Company or the BEA Group including a member of the BEA Group which has undertaken to keep such data confidential;
- (iii) reinsurance companies with whom the Company has or proposes to have dealings;
- (iv) any person or entity to whom the Company or the BEA Group is under an obligation or otherwise required to make disclosure under the requirements of any

law or rules, regulations, codes of practice, guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of insurance or financial services providers binding on or applying to the Company or the BEA Group or with which the Company or the BEA Group is expected to comply, or any disclosure pursuant to any contractual or other commitment of the Company or the BEA Group with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of insurance or financial services providers, all of which may be within or outside Hong Kong and may be existing currently and in the future;

- (v) any actual or proposed assignee, transferee, participant or sub-participant of the Company's rights or business;
- (vi) third party reward, loyalty, co-branding and privileges program providers;
- (vii) co-branding partners of the Company and/or any member of the BEA Group (the names of such co-branding partners can be found in the application form(s) and/or promotional material for the relevant services and products, as the case may be); and
- (viii) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Company engages for the purposes set out in paragraph (2)(viii) of this Statement.

Such information may be transferred to a place outside Hong Kong.

(4) USE OF PERSONAL DATA IN DIRECT MARKETING

The Company may use your personal data in direct marketing. Save in the circumstances exempted in the Ordinance, the Company cannot so use your personal data without your consent (which includes an indication of no objection). In this connection, please note that:

- (i) the name, contact details, products and services portfolio information, transaction pattern and behavior, financial background and demographic data of you held by the Company from time to time may be used by the Company in direct marketing;
- (ii) the following services, products and subjects may be marketed:
 - (a) insurance, financial, banking and related services and products;
 - (b) reward, loyalty or privileges programs and related services and products; and
 - (c) services and products offered by the co-branding partners of the Company and/or any member of the BEA Group (the names of such co-branding partners can be found in the application form(s) and/or promotional material for the relevant services and products, as the case may be);
- (iii) the above services, products and subjects may be provided by the Company and/or:
 - (a) any member of the BEA Group;
 - (b) third party reward, loyalty, co-branding or privileges program providers; and/or
 - (c) co-branding partners of the Company and/or any member of the BEA Group (the names of such co-branding partners can be found in the application form(s) and/or promotional material for the relevant services and products, as the case may be).

If you do not wish the Company to use your personal data in direct marketing as described above, you may exercise your opt-out right by notifying the Company. You may write to the Corporate Data Protection Officer of the Company at the address or fax number provided in paragraph (5) of this Statement, or provide the Company with your opt-out choice in the relevant application form (if applicable).

(5) DATA ACCESS AND CORRECTION RIGHT

In accordance with the Ordinance, you have the right to check whether the Company holds personal data about you and to require the Company to provide a copy of such data (data access right) and to correct the data which is inaccurate. Such requests can be made in writing to the Corporate Data Protection Officer of the Company at the following address or fax number:

The Corporate Data Protection Officer
Blue Cross (Asia-Pacific) Insurance Limited
29th Floor, BEA Tower, Millennium City 5,
418 Kwun Tong Road,
Kwun Tong, Kowloon
Hong Kong
Fax : (852) 3608 2938

According to the Ordinance, the Company has the right to charge a reasonable fee for the processing of any data access request.

- (6) You also have the right, by writing to the Company's Corporate Data Protection Officer at the address or fax number provided in paragraph (5) of this Statement, to request for the Company's policies and practices in relation to personal data and to be informed of the kinds of personal data held by the Company.
- (7) The Company keeps your personal data only for a period reasonably necessary for any of the above purposes or as prescribed by the applicable laws or regulations.
- (8) Should you have any query with this Statement, please do not hesitate to contact our Customer Service Hotline at 3608 2988.
- (9) Nothing in this Statement shall limit the rights of the customers under the Ordinance.
- (10) The Company retains the right to change this Statement.

April 2013

Issued by Blue Cross (Asia-Pacific) Insurance Limited, a member of the BEA Group