

MyHomeGuard 我的家居保險

Policy Wording
保單條款

CHUBB®

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The English version is the official version. If any dispute arises regarding the interpretation of any part of this **Policy**, the English version shall prevail.

IMPORTANT CUSTOMER INFORMATION

About The **Policy Wording**

This document (the **Policy Wording**) contains important information to help **You** understand MyHomeGuard. Before **You** decide whether to purchase it, **You** need to read this document carefully to understand its features, **Benefit(s)** and risks.

The insurer

The insurer is Chubb Insurance Hong Kong Limited (**Chubb**). Our contact details are on the back page of this **Policy Wording**

What **You** Need To Read

To determine if this insurance is appropriate for **You**, it is important that **You** read:

- (a) this Important Customer Information Section – it contains information on important matters **You** need to be aware of before applying for this insurance;
- (b) the Definitions Section – it sets out what **We** mean by certain defined terms in this insurance;
- (c) Sections 1-5 – they set out the cover available for Contents Cover, Personal Liability, Additional Accommodation Expense, Personal Guard and Building Cover;
- (d) Section 6 General Exclusions – it sets out what **We** do not cover under any of the Sections;
- (e) Section 7 General Conditions – it contains details of **Your** and **Our** rights and obligations under this insurance, including if **You** do not meet **Your** obligations, **We** may be able to cancel the insurance or reduce **Our** liability in respect of a claim to the extent permitted by law;
- (f) Section 8 Claims – what **You** need to do when a claim arises; and
- (g) any other documents **We** provide to **You** about the insurance which may change the standard cover.

Applying For Cover

When **You** apply for this insurance, **You** will need to complete a proposal form. **We** will use the information supplied on that form to decide the terms of cover **We** will provide. **We** provide cover to **You** on the terms contained in this document, the proposal and any other document, including the most recent **Schedule** that **We** issue to **You**. The proposal form and other application documents may be in electronic or paper form, including but not limited to available online via iPad application or other mobile phone applications.

All of these make up **Your** “**Policy**” with **Us**. **You** need to keep these documents in a safe place together with receipts and other evidence of ownership and value of items **You** insure.

Summary Of Cover And Other Significant Matters

By way of summary, the principal covers available are:

- (a) cover for loss of or damage to **Your** insured **Contents** including home renovations and improvements that **You** have made;
- (b) cover for legal liability that **You**, **Your** spouse and children incur for **Accidental Injury** or **Accidental Death** to any other person or **Accidental** damage to any other person’s property;
- (c) cover for additional accommodation expense when **Your** home becomes uninhabitable due to loss or damage; and
- (d) cover for **Accidental Injury** or **Accidental Death** **You** suffer, loss of money when **You** are assaulted after withdrawing money from an ATM machine, loss of money and legal fees due to theft of **Your** identity, loss or damage to **Your Personal Effects**.
- (e) cover for loss or damage to **Your Building** caused by an **Accident** occurring during the **Period of Insurance**, including loss of rent as a result of loss or damage to **Your Building**;

Refer to each Cover Section for details of the basis on which **We** settle any claim.

You need to make sure that **You** are happy with the extent of cover provided by this insurance. If not, **You** may not get the cover **You** require.

We only provide cover up to the amount(s) and limits and Sum(s) Insured specified in **Your Policy** and subject to its other terms, conditions and exclusions.

An **Excess** may apply when **You** make a claim. An **Excess** is the part of a claim **You** must bear and is payable for each occurrence covered by this insurance. An occurrence is one or a series of occurrences arising out of one cause. When an **Excess** applies **We** will reduce the amount **We** pay by the amount of the **Excess** or **We** will ask **You** to pay it.

The type and amount of **Excess** is shown in **Your Policy** (usually in this document and the **Schedule**). **We** agree on the amount of the **Excess(es)** with **You** when **You** apply for this insurance and the **Excess** may vary according to where **You** live and **Your** insurance history.

For example, **Your** home has suffered severe damage as a result of **Storm** passing over **Your Premises**. If **Your Policy** or **Schedule** mentions that **You** have a HK\$100 **Excess**, then **Our** claim payment reimbursing **You** for the overall loss will be reduced by HK\$100.

If **You** do not adequately insure **Yourself** for **Your** potential loss, **You** may have to bear the uninsured proportion of any loss yourself.

We only cover **Your** interest in the insured **Premises** unless **We** specifically include cover for the interest of a third party.

We may refuse to pay or reduce the amount **We** pay under a claim in certain circumstances. In particular:

- (a) where an exclusion applies;
- (b) if **You** do not comply with the terms and conditions of **Your Policy**;
- (c) if **You** do not comply with **Your** duty of disclosure or make a misrepresentation; or
- (d) if **You** make a fraudulent claim.

We also may cancel **Your Policy** due to failure to comply with a condition, a breach in **Your** duty of disclosure or in certain circumstances permitted by law.

Cost Of The Insurance

This insurance is only operative after **You** pay the **Premium** to **Us** within twenty-one (21) days from the date when **You** apply for this insurance or before the **Commencement Date**, whichever occurs earlier. To calculate **Your Premium**, **We** take various factors into consideration, including:

- (a) the type of cover requested;
- (b) the construction of **Your Building** and/or type of **Contents**;
- (c) the **Sum(s) Insured**;
- (d) the location of **Your Building** and/or **Contents**;
- (e) **Your** previous insurance history.

When **You** apply for this insurance, **You** will be advised of the **Premium** payable. The amount due will be clearly set out in **Your Schedule**.

Duty Of Disclosure

Before **You** enter into **Your Policy** with **Us**, **You** must disclose fully and faithfully all the facts which **You** know or ought to know, which are relevant to **Us** in providing insurance to **You** and the **Premium We** calculate. If **You** do not do so, **We** may have rights to cancel this insurance, or to refuse to pay **Your** claims or **You** may receive no **Benefit** from the **Policy**.

The insurance cover under this **Policy** is based on the information submitted by **You** to **Us**, in the proposal form. If **You** provided **Us** with any information that is incorrect, please notify **Us** immediately, otherwise **You** may receive no **Benefit** in the event of a valid claim.

If the information, which **You** subsequently provide **Us**, differs materially from the information set out in the proposal form, **We** may offer cover on different terms or decline it altogether.

If **We** do not hear from **You** within fourteen (14) days from the date of issue of this **Policy**, **We** will take it that the information is complete and correct and **We** rely upon that information.

Cancellation

You may cancel this **Policy** at any time by contacting **Us** provided that no claim has been made during the relevant policy period of this **Policy**. A prorated refund will be provided subject to the minimum premium requirement specified in the **Schedule**.

How To Make A Claim

Section 8 Claims tells **You** what **You** need to do. Before **We** pay any claim, **We** require evidence as to the extent of loss or damage. Please ensure that, where possible, **You** keep any photographs or other documentation in respect of loss or damage to make the process as easy as possible.

Our Contact Details

If **You** or **Your** adviser need to contact **Us**, have any questions or would like any further information regarding this insurance, contact **Us** using the contact details provided in this document.

DEFINITIONS

In **Your Policy** some words have a special meaning (whether expressed in the singular or the plural) and **We** define them below. To assist **You** the following words have been printed in Title case wherever they appear in **Your Policy**.

“**Accident**” or “**Accidental**” means a sudden, unforeseen, fortuitous and unintended event.

“**Accidental Death**” means death occurring:

- (a) as a result of an **Accidental Injury**; and
- (b) within one hundred and eighty (180) days of the **Accident** causing the injury and includes **Disappearance**.

“**Accidental Injury**” means a **Bodily Injury** resulting from an **Accident** and which is not an illness and which:

- (a) is caused by violent external and visible means; and
- (b) occurs during the **Period of Insurance**; and
- (c) results within one hundred and eighty (180) days of the **Accident**; and
- (d) results solely and independently of any causes other than:
 - (i) the **Accident**; and/or
 - (ii) sickness directly resulting from medical or surgical treatment rendered necessary by the **Accident**; and
- (e) may include a **Bodily Injury** as a result of **You** being directly and unavoidably exposed to the elements as a result of an **Accident**.

“**Acts of Terrorism**” means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, which the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain or acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered **Acts of Terrorism**. **Acts of Terrorism** shall also include any act, which is verified or recognised by the (relevant) government as an act of terrorism.

“**Additional Valuables**” means the following items which have been declared to **Us** within thirty (30) days from the **Commencement Date**:

- (a) watches.
- (b) electronic equipment.
- (c) jewellery.
- (d) handbags.
- (e) wallets.
- (f) fur.
- (g) leather jackets

“**Benefit**” means the respective benefit, as stated in the **Schedule**, payable by **Us** under the terms and conditions of this **Policy** in respect of each event or loss covered by this **Policy**.

“**Bodily Injury**” means physical injury caused solely and independently by an **Accident** and sustained during the **Period of Insurance**.

“**Building**” means the following that is within the grounds of **Your Premises**:

- (a) private dwelling house or flat;
- (b) fixed coverings to walls, floors and ceilings;
- (c) fixed swimming pools;
- (d) terraces and patios;
- (e) footpaths, driveways and gardens;
- (f) gates and fences;
- (g) fixtures and fittings;
- (h) fixed windows or glass to the external of private dwelling house or flat;
- (i) blinds or awnings on the outside of the buildings;
- (j) gas, water or electricity piping from the main piping to and within the dwelling house or flat.

“**Business**” means any business, trade, profession, occupation, agistment of stock, grazing, farming, commercial or income earning activity, but it does not mean tenancy of the **Building**.

“**Chubb**”, “**We**”, “**Us**” and “**Our**” means the insurer, Chubb Insurance Hong Kong Limited.

“**Civil Commotion**” means a disturbance, commotion or disorder created by civilians usually against a governing body or the policies thereof.

“**Commencement Date**” means 12:01 a.m. **Hong Kong** time on the date **We** agree to provide insurance under the **Policy** and which is shown on **Your Schedule**, provided that **You** have paid the **Premium** to **Us** within twenty-one (21) days when **You** apply for this insurance.

“**Contents**” means contents as defined in Section 1 Contents Cover.

“**Disappearance**” means when **Your** body has not been found within twelve (12) months from the date of the disappearance, sinking or wrecking of a conveyance in which **You** were travelling on that date.

“**Excess**” means the first amount of the loss as stated in the **Schedule** which **You** must pay if **You** have a claim and **We** will only be liable for the amount which is over and above that amount (up to the **Sum Insured** specified in the **Schedule**). It applies to each loss or claim. If the loss is within the excess amount, **We** will have no liability. If there is more than one excess indicated in the **Schedule**, then the highest excess only shall apply. For earthquake claims, only one excess applies to all loss or damage occurring within seventy-two (72) hours of the earthquake.

“**Family Member**” means the spouse, child(ren), parent(s), domestic helper and relative(s) of the occupier of the **Premises** named in the **Schedule** who are permanently residing at the **Premises**.

“**Flood**” means the inundation of normally dry land by water escaping or being released from the normal confines of any natural water course, lake, reservoir, canal or dam.

“**High Rise House**” means a private dwelling house or flat of more than three (3) storeys.

“**Hong Kong**” means the territorial limits of the Hong Kong Special Administrative Region of the People’s Republic of China.

“**Household Improvement**” means improvements and betterment of walls, ceilings, floors and doors of **Your Premises** which are carried out by **You**.

“**Low Rise House**” means a private dwelling house or flat of not more than three (3) storeys.

“**Malicious Damage**” or “**Vandalism**” means a wrongful act motivated by malice, vindictiveness or spite with the intention of damaging the property. This does not include:

- (a) tenant neglect, carelessness, poor housekeeping or unhygienic living habits;
- (b) damage occurring during maintenance operations carried out by **You** or the tenant or anyone acting on their behalf;
- (c) damage as a result of repairs, or attempted repairs, carried out by the tenant or anyone acting on their behalf;
- (d) damage caused by the failure of **You** or the tenant to control their children;
- (e) damage caused by pets belonging to **You** or the tenant;
- (f) **Accidental** damage or **Accidental** loss; or

(g) scratching, denting, chipping, rubbing or chaffing.

“**Mobile Phone**” means the portable telephone or smart phone with a telecommunications function.

“**Open Air**” means an area of the **Premises** which is not fully enclosed by walls and a roof or not fully capable of complete closure and includes but is not limited to the following areas:

- (a) a veranda, porch, gazebo or carport; or
- (b) any open area within the land boundaries of the **Premises**.

“**Outdoor Furniture**” means furniture specifically designed for outdoor use. It is typically made of weather-resistant materials such as aluminium which does not rust.

“**Period of Insurance**” means a period of twelve (12) months from the date of inception unless otherwise indicated in the **Schedule**, during which period the coverage under this **Policy** is effective.

“**Permanent Total Disablement**” means disablement that results solely, directly or independently of all other causes from **Bodily Injury** and which occurs within one hundred eighty (180) days of the **Accident** in which such **Bodily Injury** was sustained, which, having lasted for a continuous and uninterrupted period of at least twelve (12) consecutive months, will, in all probability, entirely prevent **You** from engaging in gainful employment of any and every kind for the remainder of **Your** life and from which there is no hope of improvement as certified by the Physician.

“**Physician**” means a legally licensed physician or surgeon duly registered and practising within the scope of his license pursuant to the laws of the country in which such practice is maintained. **Physician** shall not include **You**, **Family Members** or any of **Your** relatives unless otherwise approved by **Us**.

“**Policy**” means **Our** agreement with **You** which is made up of this document, **Your** proposal for insurance, the **Schedule** and any endorsements or other documents **We** give **You** in writing.

“**Policyholder**” means the person named in the **Schedule** who has applied and paid the **Premium** for the **Policy**.

“**Pre-Existing Medical Condition**” means any condition which:

- (a) **You** received medical treatment, diagnosis, consultation or prescribed drugs within a twelve (12) month period preceding the **Commencement Date**; or
- (b) medical advice or treatment was recommended by a **Physician** within a twelve (12) month period preceding the **Commencement Date**; or
- (c) a reasonable person in the circumstances would be expected to be aware of within a twelve (12) month period preceding the **Commencement Date**.

“**Premises**” means **Your** private dwelling used for domestic purposes only situated at the residential address shown as property to be insured in the **Schedule** where the interest of this insurance is located and which is built of bricks, stone or concrete and roofed with concrete.

“**Premium**” means the amount **You** have to pay **Us** (exclusive of all Government charges) for **Your** insurance.

“**Renewal Date**” means the last date of the applicable **Policy** on which the **Policy** may be renewed.

“**Replacement Cost**” means the cost of replacing, rebuilding or repairing the **Building** and/or **Contents** to a condition substantially the same as their condition when new. If the **Building** is heritage or the architectural features and/or structural materials of the **Building** possess an ornamental, antiquarian or historical character, or the original materials are not available when the **Building** and/or **Contents** are lost or damaged, **Replacement Cost** shall mean the rebuilding or replacement or repairing or restoring to a reasonably equivalent appearance and capacity using original design and suitable equivalent materials.

“**Riot**” means the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) or the action of any lawfully constituted governmental authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of such disturbance.

“**Schedule**” mean the documents contains important information relevant to **Your** insurance including the **Period of Insurance**, **Your Premium**, details of **Your** Property, the **Excess(es)** that will apply and whether any standard terms have been varied by way of endorsement.

“**Specific Items**” means:

- (a) Jewellery, watches, fur and fine arts;
- (b) Collectible stamps and coins

- (c) Computer systems, portable data equipment, entertainment appliances or other photographic equipment
- (d) Items of precious metals, musical instruments, cameras/VCR and accessories and other Valuables or collections.

“**Sports**”, “**Sporting**” means any recreational athletic activity requiring skill or physical prowess performed by **You**.

“**Storm**” means a violent disturbance of the atmosphere, including strong winds which may be accompanied by lightning, rain, sleet and hail.

“**Sum Insured**” means the relevant sum insured for each of the following as specified in the **Schedule** or **Your Policy**: The **Sum Insured**, or any other amount stated in **Your Policy** and any claim settlements.

“**Total Loss**” means the condition of the **Contents** in the insured property after it is damaged or destroyed being to such an extent that it cannot be repaired to equal its condition prior to the loss and for which **We** decide to pay **You** the full **Sum Insured** for the relevant insured property.

“**Valuables**” means **Contents** which are articles of jewellery, watches, furs and platinum, gold or silver articles or other precious metal.

“**You**” and “**Your**” means the lawful occupier of the **Premises**, which include:

- (a) The **Policyholder**; and/or
- (b) the occupier of the **Premises** named in the **Schedule**; and/or
- (c) **Family Members**.

except any tenant(s) who has entered any tenancy agreement with the **Policyholder** as a landlord.

The Agreement between **You** And **Us** (**Your Policy**)

In return for **Your** payment of the **Premium** or **Your** agreement to pay it to **Us** within the time **We** require, **We** agree to indemnify **You** against loss, damage or liability caused by a covered event occurring during the **Period of Insurance**, subject to the terms, conditions and exclusions of **Your Policy**.

SECTION 1 – CONTENTS COVER

This cover only applies when Contents Cover is specified in the **Schedule**.

1.1 Definitions Of **Contents** And Specified Limits

Contents means the following items belonging to **You** located at **Your Premises**:

- carpets, internal blinds and curtains;
- computer systems and any accessories;
- photographic equipment and any accessories;
- mobile telecommunication equipment, including **Mobile Phone**;
- clothing and shoes;
- kitchen utensils and appliances;
- tableware;
- bathroom utensils and appliances;
- entertainment appliances;
- entertainment software;
- other appliances (e.g. washing machine, clothes dryer);
- linens and towels;
- garden furniture items;
- swimming pools and spas not permanently fixed;
- furniture and lightings;
- renovations, fixtures and fittings or domestic structural improvements installed by **You** that are not otherwise insured by the management corporation or another insurance policy;
- jewellery and watches;
- fur;
- fine arts, paintings, antiques and curios and other bona fide works of art;
- items of precious metals (e.g. silverware, pewterware);
- musical instruments;

- other miscellaneous household/personal items;
- other collectibles and **Valuables**;
- potted plants; and
- **Sports** equipment.

Contents are not:

- birds, fish and animals;
- motorised land vehicles and their attached accessories including motor vehicles, trucks, motorcycles, mini bikes and farm vehicles, motorised golf buggies, ride on mowers and motorised wheelchairs;
- watercraft;
- **Sports** equipment whilst in use;
- jet skis;
- aircraft or aerial device, excluding non-pilotable model aircraft or toy kites;
- any conveyance designed to travel on an air-cushion over surface of land or sea;
- property of roomers, boards or guests whether paying or not paying;
- caravans and trailers;
- trees, shrubs and other plant life, except when growing in pots;
- firearms which are not registered or not stored in accordance with relevant legislation;
- any items related to **Your Business** or employment-related purposes;
- food and drink items;
- money, credit cards, ATM cards and cheques;
- electronic data; and
- land or water.

1.2 Benefit

We will cover **You** for any physical loss of or damage to **Your Contents** while located at **Your Premises** up to the **Sum Insured** specified in the **Schedule** caused by an **Accident** occurring during the **Period of Insurance** unless otherwise excluded by this **Policy**.

Special conditions to **Specific Items**:

Our liability to **Specific Items** is up to the **Sum Insured** specified in the **Schedule**.

1.3 How **We** Settle Any Valid Claim

- (a) **We** will, at **Our** option, where it is determined by **Us** that the claim is payable under this Section:
- repair or replace the damaged **Contents** or pay **You** the reasonable **Replacement Cost** thereof (provided that **Our** liability under no circumstances will exceed the **Sum Insured of Contents Cover**); or
 - pay **You** up to the **Sum Insured** of the **Contents Cover**.
- (b) Where **We** choose to replace or pay the reasonable **Replacement Cost** of the damaged **Contents**, it will be done on 'New For Old' basis, meaning that the replacement item will be of the same kind with no deduction for wear and tear. **We** may, at **Our** option, provide the replacement item or pay a reinstatement settlement.
- (c) If loss or damage payable under this Section occurs to an item, which is part of a pair, set, system, collection or larger unit, **We** will only pay up to the proportional part of the insured value of pair, set, system, collection or larger unit. **We** will not pay any allowance for any special value that the item may have in forming part of a pair, set, system, collection or larger unit or for any reduction in the value of the remaining part or parts.

The maximum amount **We** will pay for loss or damage to the **Specific Items** shall not exceed the amount defined in the **Schedule** or the **Sum Insured**, whichever is lower, less the **Excess** stated in the **Schedule** in respect of the above items, taking into account the relevant limits that apply to **Specific Item**.

- (d) An **Excess** will be imposed for each and every claim made under this Section as defined in the **Schedule**.

1.4 Exclusions Applicable To Section 1

In addition to the General Exclusions applying to all Sections of the **Policy** set out at Section 6 of this **Policy Wording**, **We** will not pay **You** for any loss or damage to **Contents**:

- (a) outside of **Your Premises** – with the exception of household **Contents** while they are being moved by professional removers to a new **Premises** insured by **Us** within **Hong Kong**, or while temporarily removed from the **Premises** for the purpose of professional cleaning, repair or renovation.
- (b) left in the **Open Air** – with the exception of **Outdoor Furniture**.
- (c) as a result of mysterious disappearance or misplacement.

1.5 Additional Benefits And Limitations

Student Hostel Accommodation:

If a **Family Member** (excluding domestic helper) is a full time student and residing in a hostel, **We** will pay **You** for physical loss or damage to their household **Contents** caused by an **Accident** up to a maximum amount of HK\$60,000. The total amount payable for each item of the claim shall not exceed HK\$6,000. The cover will extend to **Contents** which are located at the hostel or residence in which **Family Member** (excluding domestic helper) is residing.

Domestic Staff Contents:

We will pay **You** for physical loss or damage to the **Contents** belonging to **Your** domestic staff as a result of an **Accident** while located at the **Premises**, up to HK\$6,000. The maximum amount **We** will pay **You** for any one item shall not exceed HK\$6,000.

Contents In Storage Facility:

We will pay **You** for physical loss or damage to **Your Contents** as a result of an **Accident** while situated at a storage facility, up to 20% of the **Sum Insured** for **Contents** as stated in the **Schedule** or HK\$120,000, whichever is lower provided that **Your** loss cannot be recovered from the storage facility and is not covered by any other insurance. The maximum amount **We** will pay **You** for any one item shall not exceed HK\$15,000.

Frozen Food:

We will pay **You** for loss or damage to frozen food at **Your Premises** up to HK\$3,000 caused by deterioration due to **Accidental** mechanical breakdown of **Your** refrigerating unit.

Business Appliances:

We will pay for physical loss or damage to **Your Business** appliances as a result of an **Accident** while located at **Your Premises** up to HK\$24,000. The maximum amount **We** will pay **You** for any one item shall not exceed HK\$12,000.

Removal Of Debris:

Upon **Our** consent **We** will pay the reasonable costs and expenses necessarily incurred by **You** in removing debris, dismantling and/or demolishing, shoring or propping any portion or portions of the **Your** household **Contents**. The maximum amount **We** will pay **You** is up to 15% of the **Sum Insured** for **Contents** as stated in the **Schedule**.

Alterations And Repairs:

We will pay for **Accidental** loss of or **Accidental** damage to **Contents** caused by contractors whilst carrying out interior alterations or repairs. The maximum amount **We** will pay for any one loss is 15% of the **Sum Insured** for **Contents** as stated in the **Schedule**, provided that **Your** loss cannot be recovered from the contractor and is not covered by any other insurance.

Replacement of Locks, Glass and Temporary Protection:

We will pay **You** for the **Replacement Cost** of locks, and glass broken as a result of burglary or unauthorized entry to the **Premises**. **We** will also pay **You** for the reasonable cost associated with temporary protection pending the replacement of such locks and glass. The maximum amount **We** will pay **You** for any one loss is 15% of the **Sum Insured** for **Contents** as stated in the **Schedule**.

Unauthorised Transaction:

Following notification to the police **We** will pay **You** for the financial loss resulting from the unauthorized use of credit cards, cheque books and/or loss of funds from **Your** personal bank accounts (except the unauthorized access by the **Family Members**) as a result of burglary or unauthorized entry to the

Premises where documents and identification were stolen allowing unauthorized access. The maximum amount **We** will pay **You** for any one loss is 15% of the **Sum Insured** for **Contents** as stated in the **Schedule**.

Loss of Personal Documents:

Following notification to the police, or the appropriate authorities **We** will pay **You** for **Replacement Cost** of passports, **Hong Kong** identity cards, and related government documents, and driving licenses belonging to **You** as a result of forcible entry to the **Premises** where such items were stolen. The maximum amount **We** will pay **You** for any one loss is 5% of the **Sum Insured** for **Contents** as stated in the **Schedule**.

Valuables outside Premises:

We will pay **You** for damage to **Your Valuables** up to the maximum amount stated in the **Schedule** which belong to and is worn by **You** at the time of the loss (i.e. the event that gives rise to the damage) anywhere in the world due to **Accidental** physical damage, and where sufficient proof and/or a police report or its equivalent is provided. The maximum amount **We** will pay **You** for any one item shall not exceed HK\$10,000.

Unauthorised Usage of Utilities:

We will pay **You** the difference between **Your** usage and the cost requested by the relevant utility provider for the relevant period in the event that the household utilities for the **Premises** which **You** subscribe to such as gas, water, electricity, internet and cable tv are unlawfully used or tampered with, without **Your** consent, by a third party. The maximum amount **We** will pay **You** for any one loss is 5% of the **Sum Insured** for **Contents** as stated in the **Schedule**.

Replacement of Glass:

We will pay **You** for damage to the glass that forms part of **Your** windows, skylight, doors or **Your Building** as a result of fire, explosion, lightning, earthquake, typhoon, **Storm**, flood or riot. The maximum amount that **We** will pay **You** for any one loss is the **Sum Insured** as stated in the **Schedule**.

We will not cover:

- (a) crockery;
- (b) a vase or ornament;
- (c) glassware;
- (d) part of a glass house or conservatory;
- (e) part of a clock, picture, television set, radio or computer monitor; and
- (f) items worn or carried by hand - For example, spectacles, watches and items carried by hand such as cameras and binoculars.

SECTION 2 – PERSONAL LIABILITY COVER

This cover only applies when **Personal Liability** cover is specified as covered in the **Schedule**.

2.1 Definitions Applicable To Section 2

“**Compensation**” means monies paid or payable by **You** for **Bodily Injury** to others pursuant to:

- (a) court judgment; or
- (b) settlement with **Our** consent.

including any **Defence Costs**.

Compensation does not include:

- (a) aggravated, punitive or exemplary damages; or
- (b) fines or penalties imposed by law (including civil penalties); or
- (c) any matters which are deemed uninsurable under the law.

“**Defence Costs**” means legal costs and disbursements and related expenses incurred in:

- (a) defending any proceedings;
- (b) conducting any claim for contribution or recovery; or
- (c) investigating, avoiding or reducing or settling a claim, incurred by:
 - (i) **You** with the written consent of **Us**; or
 - (ii) **Us** after **We** have assumed conduct of any proceedings.

Defence Costs does not include any of **Your** internal or overhead expenses or the cost of **Your** time.
“**Employment Practices**” means any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, sexual harassment or discrimination in respect of employment or prospective employment of any person by **You**.

“**Occurrence**” means an event including continuous or repeated exposure to substantially the same general conditions which results in **Accidental Injury** or **Accidental** property damage neither expected nor intended from **Your** standpoint. All events of a series consequent on or attributable to one source or original cause are deemed one **Occurrence**.

“**Accidental Property Damage**” means:

- (a) physical damage to, destruction of or loss of tangible property including the loss of use thereof at any time resulting therefrom due to an **Accident**; or
- (b) loss of use of tangible property which has not been physically injured or destroyed, provided such loss of use is caused by physical damage of other tangible property due to an **Accident**.

2.2 Benefit

We will indemnify **You** against all sums up to the **Sum Insured** stated in the **Schedule** which **You** become legally liable to pay to a third party as **Compensation** in respect of:

- (a) **Accidental Death or Accidental Injury**; or
 - (b) **Accidental Property Damage**
- occurring anywhere in the world during the **Period of Insurance**.

2.3 Exclusions Applicable to Section 2

In addition to the General Exclusions applying to all Sections of the **Policy** set out at Section 6 of this **Policy Wording**, We will not cover any legal liability directly or indirectly arising out of or in any way connected with the following:

- (a) Assault or battery: assault and/or battery committed by **You** or at **Your** direction. This exclusion will not apply when such assault and/or battery is committed for the purpose of preventing personal injury or eliminating danger of personal injury.
- (b) Court decisions outside **Hong Kong**: any decisions made by a court or tribunal outside **Hong Kong**.
- (c) Building alterations: the construction, erection, alteration, addition, renovation or demolition of any **Building** by **You** or on **Your** behalf.
- (d) **Business** or profession: the conduct of any business or profession or the provision of any services by **You** other than as owner of the property including any liability arising out of or in any way connected with the **Premises**, notwithstanding that **We** will indemnify up to the **Sum Insured** any loss as a result of the **Accidental** property damage.
- (e) Contractual liability: any obligation assumed under a contract except where that liability would otherwise exist at law in the absence of the contract.
- (f) Earth movement: soil or earth movement including erosion, subsidence, landslide or mudslide.
- (g) Employers liability: any liability:
 - (i) in respect of which **You** are or would be entitled to indemnity under any fund, scheme, policy of insurance or self-insurance pursuant to or required by any legislation relating to workers' compensation whether or not such insurance has been effected; or
 - (ii) imposed by the provisions of any industrial award or agreement or determination where such liability would not have been imposed in the absence of such industrial award or agreement or determination; or
 - (iii) relating to **Employment Practices**.
- (h) Fines and penalties: fines, penalties, punitive, exemplary, liquidated or aggravated damages.
- (i) Goods: any good manufactured, installed, treated, assembled, processed, sold or supplied by **You** or by anyone on **Your** behalf.
- (j) Libel or slander: any act of libel, slander/or defamation.
- (k) Marine structures: the ownership, operation or maintenance of any marine structure including any wharf, jetty or pontoon.
- (l) Ownership of land or **Buildings**: the ownership of land or **Building**, except for **Your** liability as a landlord to the tenant when **You** are insured under Section 5 of this **Policy**.
- (m) Personal injury to **You**.
- (n) Professional liability: the rendering of or failure to render professional advice or service by **You** or by anyone on **Your** behalf.

- (o) Property owned or under **Your** control, any loss of or damage to property:
 - (i) owned by **You**; or
 - (ii) under **Your** legal control.
- (p) Tobacco and smoke: tobacco, tobacco smoke, or any ingredient or additive present in or used with tobacco.
- (q) Vehicles, trailers, watercraft and aircraft: the ownership, operation, or loading and unloading from or maintenance of any:
 - (i) Vehicle;
 - (ii) Caravan or trailer;
 - (iii) Aircraft or hovercraft; or
 - (iv) Watercraft.
- (r) **Sporting** activities: **Your** engagement in any **Sporting** activities.

2.4 Limit of Liability

Our liability to indemnify **You** in respect of **Compensation** (including **Defence Costs**) arising from all **Occurrences** during the **Period of Insurance** shall also not exceed the amount stated in the **Schedule**.

2.5 Conduct of Defence of Claim

We have the right to negotiate, defend or settle in **Your** name and on **Your** behalf any claim brought against **You** and will have full discretion in the conduct of any proceedings or in the settlement of any claim. For the avoidance of doubt, **Our** liability to indemnify **You** up to the **Sum Insured** includes **Defence Costs** incurred in defending any claim brought against **You**.

SECTION 3 – ADDITIONAL ACCOMMODATION EXPENSE

This cover only applies when **You** are insured under Section 1 or Section 5 of this **Policy**.

3.1 Benefit

We will cover the additional cost of reasonable temporary accommodation **You** incur as a result of **Your Premises** becoming uninhabitable due to an **Accident** covered under Section 5 Building Cover or Section 1 Contents Cover of this **Policy**.

3.2 How **We** settle any valid claim

We will indemnify **You** for the actual additional cost referred to in 3.1 above which **You** incurred for a period of up to six (6) months. The maximum amount **We** will pay **You** in aggregate per **Accident** under this Section will be:

- (a) Where **You** have selected cover under both Section 1 and Section 5, either 10% of **Sum Insured** for Section 1 Building Cover or 20% of **Sum Insured** for Section 1 Contents Cover, or HK\$20,000, whichever is lower.
- (b) Where **You** have selected cover under Section 5 Building Cover, but not under Section 1 Contents Cover, then the maximum amount **We** will pay in aggregate per **Accident** under this Section will be 10% of **Sum Insured** for Section 5 Building Cover, or HK\$20,000, whichever is lower.
- (c) Where **You** have selected cover under Section 1 Contents Cover, but not under Section 5 Building Cover, then the maximum amount **We** will pay in aggregate per **Accident** under this Section will be 20% of **Sum Insured** for Section 1 Contents Cover, or HK\$20,000, whichever is lower.

We will continue to indemnify **You** even if the **Period of Insurance** expires during the period while **You** are at temporary accommodation provided the maximum amount payable to **You** under the **Policy** has not been exhausted.

SECTION 4 – PERSONAL GUARD

This cover only applies to an individual (but not any body of persons, company or entities, corporate or unincorporated) when Personal Guard is specified as covered in the **Schedule**.

4.1 Definitions Applicable To Section 4

ATM means Automated Teller Machines.

ATM Assault means the criminal act of stealing or robbing the money which **You** withdrew from an **ATM** using **Your Payment Card** and occurring within thirty (30) minutes from the withdrawal. For such stealing or robbery to qualify as **ATM Assault**, official report must be lodged with the law enforcement agency within one (1) hour from its occurrence.

Card Fraud means the unauthorized or illegal use of **Payment Card** issued under **Your** name by anyone including **Your Family Member** with a criminal intent other than **You**.

ID Document and Information means any documents of identity and their contents belonging to **You** issued by relevant government authorities including identity card, passport, birth certificate, driving license.

ID Fraud means the unauthorized or illegal use of **Your ID Document and Information** by anyone including **Your Family Member** with dishonest or criminal intent.

Injury due to Theft means the **Bodily Injury You** suffered as a result of being the victim of theft, stealing or robbery.

Legal Fee means the reasonable professional fees **You** incur for legal services provided by a certified lawyer to resolve **Card Fraud** or **ID Fraud**, including any necessary expense to prevent further **Card Fraud** or **ID Fraud**.

Loss of Wages means the reasonable loss of usual wage or income **You** suffered as a result of absence from work in order to resolve **ID Fraud**.

Monetary Loss means any financial loss **You** directly suffer as a result of an **ATM Assault**, **Card Fraud** or **ID Fraud**.

Payment Card means **ATM** cards and credit cards issued under **Your** name but excluding pre-paid cards or any medium by which pre-payment is required or money is debited or credited by electronic means.

Personal Accident means:

- (a) **Accidental Death**; or
- (b) **Accidental Injury** which results in **Permanent Total Disablement**.

Personal Effects means any of **Your** personal belongings which was physically carried or worn by **You** at the time of loss or damage anywhere in the world, but shall exclude cash or any medium by which pre-payment is required or money is debited or credited via electronic means, or any **Sporting** equipment while being used during the course of **Sporting** activity.

Professional Sports means any **Sport** that **You** participate in and from which **You** derive income that **Your** livelihood is substantially dependant on.

4.2 Benefit

We will cover **You** for:

- (a) **Personal Accident**;
- (b) **Injury due to Theft**;
- (c) **ATM Assault**;
- (d) **ID Fraud**; and
- (e) **Personal Effects**
- (f) Optional Benefit: **Additional Valuables**

4.3 How We settle any valid claim

- (a) **Personal Accident**
We will pay the amount detailed in the **Schedule** to **You** or **Your** estate:
 - (i) In the event of **Your Accidental Death**;

If the **Accidental Death** is payable because of a **Disappearance**, **We** will only pay **Your** estate if the legal representatives of **Your** estate give **Us** a signed undertaking that these amounts will be repaid to **Us**, if it is later found that **You** did not die.

(ii) If **You** suffer **Permanent Total Disablement** and a **Physician** certifies this.

(b) **Injury Due to Theft**

The maximum amount **We** will pay **You** for the medical expenses **You** incur as a result of **Injury due to Theft** is as stated in the **Schedule**. An **Excess** as stated in the **Schedule** is applicable for each and every claim made.

(c) **ATM Assault**

The maximum amount **We** will pay **You** for **Monetary Loss** as a result of **ATM Assault** per occurrence is as stated in the **Schedule**. An **Excess** as stated in the **Schedule** is applicable for each and every claim made.

(d) **ID Fraud**

The maximum amount **We** will pay **You** for **ID Fraud** shall be up to the amount stated in the **Schedule**. An **Excess** as stated in the **Schedule** is applicable for each and every claim made.

(e) **Personal Effects**

The maximum amount **We** will pay **You** for loss or damage to **Your Personal Effects** as a result of an **Accident** shall be up to the **Sum Insured** as stated in the **Schedule**. An **Excess** as stated in the **Schedule** is applicable for each and every claim made, and **We** will only pay **You** up to the amount specified per item in the **Schedule**.

Special conditions to **Personal Effects**:

The local police or equivalent local law enforcement officials must be notified within twelve (12) hours of the occurrence of any **Personal Effects** lost, stolen or damaged by the wilful act of a third party and which may give rise to a claim under this Section 4. The written police report of such notification must also be provided to **Us**. Failure to give **Us** the notice required or failure to provide the report required by this condition precedent will result in **Our** having no liability under this Section 4.

Special conditions to **Mobile Phone**:

The maximum amount **We** will pay **You** for damage to **Your Mobile Phone** as a result of an **Accident** shall be up to the **Sum Insured** as stated in the **Schedule**. An **Excess** as stated in the **Schedule** is applicable for each claim made.

(f) Optional Benefits: **Additional Valuables**

Where specifically endorsed in the **Schedule**, **We** will cover **Your Additional Valuables** against any **Accidental** loss or damage anywhere in the world, provided that **You** have to declare all **Additional Valuables** to **Us** within thirty (30) days from the **Policy Commencement Date**. No **Benefit(s)** relating to **Additional Valuables** shall be payable by **Us** if **You** fail to provide the declaration form, outlining all **Additional Valuables** **You** wish to be covered under the **Policy**, with all necessary supporting documents within the time limit prescribed. An **Excess** as stated in the **Schedule** is applicable for each and every claim made.

4.4 Additional Exclusions Applicable to Section 4

In addition to the General Exclusions applying to all Sections of the **Policy** set out at Section 6 of this **Policy Wording**, **We** will not pay for any **Accident** arising directly or indirectly out of:

(a) **Personal Accident And Injury Due To Theft:**

- (i) deliberate self-inflicted injury, suicide, criminal or illegal act, actions in excess of self-defence; or
- (ii) **You** being under the influence of intoxicating liquor, including having a blood alcohol content over the prescribed legal limit whilst driving, or being under the influence of any other drug unless it was prescribed by a **Physician** and taken in accordance with the **Physician's** advice; or
- (iii) **You** engaging in any **Professional Sport**; or
- (iv) **You** engaging in any motor sports as a rider, driver and/or a passenger; or
- (v) **You** being a pilot or crew member (on active duty) of any aircraft, or engaging in any aerial activity, including hot air balloon, parachuting and hang-gliding, except travel as a passenger in any properly licensed aircraft; or
- (vi) **Pre-Existing Medical Conditions**; or

- (vii) illness, disease, bacterial or viral infection, even if contracted by **Accident**, other than bacterial infection that is the direct result of an **Accidental** cut or wound or **Accidental** food poisoning; or
- (viii) any condition which is, results from or is a complication of infection with a venereal disease; or
- (ix) any condition which is, results from or is a complication of congenital conditions or deformities; or
- (x) any condition which is, results from or is a complication of geriatric or psycho-geriatric or psychiatric condition, stress, anxiety and depression; or
- (xi) any condition which is, results from or is a complication of pregnancy, childbirth, miscarriage or abortion; or
- (xii) acupuncture treatment.

We shall also not be liable if:

- (i) **You** or **Your** legal spouse are below the age of eighteen (18) years or above sixty-five (65) years; or
 - (ii) **Your** children are below the age of one (1) year or above twenty-one (21) years; or
 - (iii) **Your** children are married at the time of the **Accident**.
- (b) **ATM Assault:**
- (i) any loss or damage **You** could otherwise claim from the **Payment Card** issuer.
- (c) **ID Fraud:**
- (i) any loss or damage:
 - (a) arising from any contractual agreement between **You** and the **Payment Card** issuer;
 - (b) **You** could otherwise claim from the **Payment Card** issuer; or
 - (c) incurred outside of **Hong Kong** for **Legal Fees**.
- (d) **Personal Effects and Additional Valuables:**
- (i) any loss or damage as a result of theft or robbery if an official report is not lodged with the relevant law enforcement agency within twelve (12) hours from its occurrence.
 - (ii) any loss or damage:
 - (a) if **Your Personal Effects** have been left unattended in a public place or is stolen from a building or other property that the public has access to unless:
 - 1. force, resulting in damage to the building, was used to gain entry or exit; or
 - 2. **Your Personal Effects** were stored in a fixed, locked receptacle and force resulting in entry to that receptacle was used;
 - (b) of accessories of any kind; or
 - (c) where no actual known or identifiable event can be attributed as the cause of the loss, theft or damage.
 - (iii) **Mobile Phone**
We will not pay any benefit for:
 - (a) Loss of the **Mobile Phone**; or
 - (b) Theft of the **Mobile Phone**; or
 - (c) Any incident prior to the **Commencement Date** of the **Policy**; or
 - (d) Any claim for malicious damage; or
 - (e) Any claim as a result of not taking care of **Your Mobile Phone** for example but not limited to using **Your Mobile Phone** where damage to the device is likely to happen i.e. using **Your Mobile Phone** whilst taking a bath or using **Your Mobile Phone** whilst handling heavy duty equipment or in hazardous situations.

Any claim as a result of wear and tear or gradual deterioration of performance.

SECTION 5 – BUILDING COVER

This cover only applies when Building Cover is specified as covered in the **Schedule**.

5.1 Benefit

We will cover the **Policyholder** who has to be the owner of the **Premises** and any bank or finance company who has a pecuniary interest in the insured **Building**, provided that their interest is notified to Us and supported by documents verifying their interest; for any physical loss of or damage to **Your Building** at **Your Premises** up to the **Sum Insured** specified in the **Schedule** caused by an **Accident** occurring during the **Period of Insurance** subject to the terms of this **Policy**.

5.2 How We Settle Any Valid Claim

- (a) **We** will, at **Our** option, where it is determined by **Us** that the claim is payable under this Section:
- (i) repair or replace the damaged **Building** or pay **You** the reasonable **Replacement Cost** of repair or replacement thereof (provided that **Our** liability under no circumstances will exceed the Building Cover **Sum Insured**); or
 - (ii) pay **You** up to the Building Cover **Sum Insured**;
- less **Excess** as stated in the **Schedule** of the Excess Table.
- (b) **Pairs, Sets and Parts**
If loss or damage payable under this Section occurs to an item, which is part of a pair, set, system, collection or larger unit, we will only pay up to the proportional part of the insured value of pair, set, system, collection or larger unit. **We** will not pay any allowance for any special value that the item may have in forming part of a pair, set, system, collection or larger unit or for any reduction in the value of the remaining part or parts.
- (c) **We** will pay for the damaged portion of fixed coverings to walls, floors and ceilings only in the room, hall or passage where the loss or damage occurred.

5.3 Exclusions Applicable To Section 5

In addition to the General Exclusions applying to all Sections of the **Policy** set out at Section 6 of this **Policy** **Wording**, **We** will not pay for any loss or damage to **Building**:

- (a) caused by faulty design, construction, workmanship or use of defective materials and equipment.
- (b) as a result of operation, use or maintenance of any land vehicle, watercraft or jet ski by **You** or **Your** employee.
- (c) during the process of alteration or renovation.
- (d) as a result of not conducting routine maintenance.
- (e) as a result of **Malicious Damage** caused by tenants or any person lawfully in the **Building**.
- (f) caused by **Your Contents** left in the **Open Air**.
- (g) as a result of mysterious disappearance or misplacement.
- (h) when the **Building** is left unoccupied more than ninety (90) consecutive days.

5.4 Additional Benefits And Limitations

Loss Of rent:

We will pay for the loss of rent payable to **You** as a landlord if the **Building** is tenanted under a formal tenancy agreement with a third party for the period in which the **Building** becomes uninhabitable as a result of **Accidental** loss or damage covered under this **Policy** provided such loss of rent is not recoverable either under the tenancy agreement or under other insurance policies. The maximum amount **We** will pay is **You** is limited to six (6) months of actual rent stated in the tenancy agreement and the total payable amount shall not exceed HK\$50,000.

Change Of Ownership:

If **You** have entered in an arrangement to sell the **Building**, **We** will cover for **Accidental** loss or damage to **Your Building** occurring during the **Period of Insurance** up to the completion of sale if it is not insured by any other means and if the **Building** is not left unoccupied.

Household Improvements:

We will automatically cover **You** for alterations, additions and improvements done to **Your Building** up to 25% of **Sum Insured** of the **Building**.

SECTION 6 – GENERAL EXCLUSIONS

These General Exclusions apply to the whole of **Your Policy** unless otherwise stated. **Your Policy** does not cover:

- 6.1 Loss or damage to **Your** property which is caused by, arising from or in any way connected with:
- (a) wear and tear, rust, corrosion, gradual deterioration and depreciation;
 - (b) mechanical, electrical or electronic breakdown including when caused by any power supply irregularity including power surge except when caused by the actual burning out of an electric motor or any other defined event;
 - (c) mildew and atmospheric or climatic conditions other than by rain sleet and hail;
 - (d) domestic animals;
 - (e) vermin, insects or by the pecking, clawing, chewing, eating or nesting by birds and other wildlife;
 - (f) any process of cleaning, repairing, restoring or retouching of any item;
 - (g) any process involving the application of heat or the use of chemicals;
 - (h) tenants, roomers, boarders or paying guests and their visitors arising from or due to larceny, theft, **Malicious Damage, Vandalism** or deliberate or intentional acts;
 - (i) settlement, shrinkage, vibration or expansion in buildings, foundations, walls or pavements;
 - (j) faulty workmanship, inherent defect, errors or omissions in design, structural defects and faulty design;
 - (k) water seeping or otherwise percolating through a wall, floor or roof due to wear and tear;
 - (l) the roots of trees, shrubs, plants and grass;
 - (m) erosion;
 - (n) mold, mildew, fungi, fungus, mycotoxins, wet or dry rot or bacteria; and
 - (o) disease, illness, malady, ailment, influenza, coronavirus infections, pandemic and/or flu.
 - (p) any direct, indirect or contributory loss or expenses which, if reimbursed or paid by **Us** would result in **Our** being in breach of trade or economic sanctions or other such similar laws or regulations.
- 6.2 Consequential loss of any kind.
- 6.3 Loss or damage or liability arising from the consequences of war, undeclared war, rebellion, civil war, insurrection, revolution, invasion, war like acts of military forces or personnel, or the destruction or seizure of property for military purposes.
- 6.4 Loss or damage or liability caused by the confiscation, destruction or seizure of property by any government or public authority or other authority except when in connection with any **Riot or Civil Commotion**.
- 6.5 Loss or damage or liability caused by or arising from nuclear or radioactive contamination.
- 6.6 Loss or damage or liability caused by or in connection with contamination and pollution and the removal of any resultant pollutants and contaminants.
- 6.7 Loss or damage or liability arising out of the failure or inability of any item, equipment, computer or computer software including but not limited to firmware, data and embedded chips to recognise correctly, to interpret correctly or to process correctly any data or to function correctly beyond any time when that item, equipment or computer software has not recognised, interpreted or processed correctly any data.
- 6.8 Loss or damage to **Your** property when **Your Building** is undergoing any process of construction, demolition, alteration or repair.
- 6.9 Loss or damage or liability resulting from or in connection with any error in computer programming or instructions to the computer.
- 6.10 Loss or damage or liability when intentionally caused by **You** or a person acting with **Your** consent, including losses resulting from the taking or other misappropriation of the **Contents** or **Valuables**.
- 6.11 Loss or damage to **Your** property when sent by courier or by post.
- 6.12 Loss or damage caused by or in connection with earth movement caused by landslip, landslide or subsidence, unless such loss or damage occurs within twenty-four (24) hours of and as a direct result of one or more of the following listed events:
- (a) **Storm**, rainwater or wind; or
 - (b) earthquake; or
 - (c) explosion; and
 - (d) water escaping from fixed pipes or apparatus.
- 6.13 Asbestos or asbestos products or any materials containing asbestos in whatever form or quantity.
- 6.14 Loss or damage or liability caused by or in connection with **Your** failure to use all reasonable means to protect and maintain the insured property before, at, or after the time of any loss or damage.

- 6.15 Loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from, or in connection with:
- (a) any **Acts of Terrorism**; or
 - (b) any action taken in controlling, preventing, suppressing, retaliating against or in any way responding to or relating to any **Acts of Terrorism** regardless of any other contributing cause or event.
- 6.16 Any loss or damage that cannot be attributed to an act of loss or damage covered by this **Policy**.

SECTION 7 – GENERAL CONDITIONS

These conditions apply to the whole of **Your Policy**.

7.1 Alteration to Risk

Any alteration to the risk after commencement of the **Policy** must be notified by **You** to **Us** in writing immediately after such change in risk comes to **Your** notice. Alterations that **You** must notify **Us** of include:

- (a) alteration of the **Premises**; or
- (b) the **Premises** being left unoccupied for a period of more than thirty (30) consecutive days; or
- (c) **Your** interest in any **Premises** ceasing; or
- (d) where the nature of the occupation of or other circumstances affecting the **Premises** are changed in such a way to increase any risk insured under this **Policy**; or
- (e) **You** being placed into bankruptcy, receivership, administration or liquidation.

If We accept the altered risk, **You** must pay **Us** any additional premium **We** require.

7.2 Applicable Law

This **Policy** shall be governed by and interpreted in accordance with laws of the Hong Kong.

7.3 Arbitration

If any dispute or difference arises between **Us** and **You** or any of the parties hereto concerning any matter arising out of this **Policy**, such dispute or difference shall be referred to arbitration before the Hong Kong International Arbitration Centre in accordance with the provisions of the Arbitration Ordinance (Cap. 609 of the Laws of Hong Kong) and any statutory modification or re-enactment thereof then in force within three (3) months from the day such parties are unable to settle the differences amongst themselves.

7.4 Assignment

You must not assign this **Policy** or any of **Your** rights under this **Policy**, without **Our** prior written consent.

7.5 Authorised Representative

You agree that the person representing **You** when completing the proposal form is authorised to give and receive information on **Your** behalf.

Any action taken or that should have been taken by **Your** authorised representative is considered to be an act or omission by **You**.

7.6 Cancellation

- (a) **You** may cancel this **Policy** at any time by contacting **Us**. A prorated refund will be provided subject to the minimum premium requirement specified in the **Schedule**, save that if a claim is made and indemnity is paid by **Us**, no prorated refund will be available.
- (b) **We** may cancel the **Policy** at any time by giving **You** at least seven (7) days prior notice in writing to **Your** address on file, and in accordance with the law, including where **You** have:
 - (i) made a misrepresentation to **Us** before the **Policy** was entered into;
 - (ii) failed to comply with **Your** duty of disclosure;
 - (iii) failed to comply with a provision of **Your Policy** including failure to pay the **Premium**;

- (iv) made a fraudulent claim under **Your Policy** or any other **Policy** during the time **Your Policy** has been in effect;
- (v) failed to notify **Us** of a specific act or omission as required by **Your Policy**; or
- (vi) failed to tell **Us** about any changes in the circumstances of the risk during the **Period of Insurance**.

In the event of such cancellation, **We** will return promptly the pro-rata unearned portion of any **Premium** actually paid by **You**. Such cancellation shall be without prejudice to any claim originating prior thereto save that if a claim is paid, no prorated refund will be available.

7.7 Changes in **Policy**

No change in this **Policy** will be valid unless agreed to in writing by **Us**. The requirements of any Section of the **Policy** may not be deemed to be waived unless **We** agree to waive them in writing.

7.8 Clerical Error

A clerical error by **Us** shall not invalidate insurance otherwise validly in force, nor continue insurance otherwise not validly in force.

7.9 Compliance with **Policy** Provisions

Failure to comply with any of the provisions contained in this **Policy** shall invalidate all claims hereunder.

7.10 Conditions Precedent To **Our** Liability

Our liability for any **Benefit** under this **Policy** is strictly conditional (as a condition precedent) upon:

- (a) the truth of the statements and information as provided to **Us** by **You**; and
- (b) the due observance and fulfillment of all terms and conditions of this **Policy** insofar as they relate to anything to be done or complied with by **You**.

7.11 Currency

Premium(s) and **Benefit(s)** payable under this **Policy** shall be in **Hong Kong** dollars.

7.12 Duty of Disclosure

Before **You** enter into **Your Policy** with **Us**, **You** must disclose fully and faithfully all the facts which **You** know or ought to know, which are relevant to **Us** in providing insurance to **You** and the **Premium We** calculate. If **You** do not do so, **We** may have rights to cancel this insurance, or to refuse to pay **Your** claims or **You** may receive no **Benefit** from the **Policy**.

7.13 Excess

You must pay the amount of any applicable **Excess** shown in the **Schedule** or in this **Policy** in respect of each claim **You** make under the **Policy**. The **Excess** is payable by **You** at such time required by **Us**. If any event leads to a claim under more than one Section of the **Policy**, **You** must pay the highest applicable **Excess**.

7.14 Fraud

If any claim under this **Policy** shall be, in any respect, fraudulent or if any fraudulent means or devices shall be used by any person to obtain a **Benefit** under this **Policy**, **We** shall have no liability in respect of such claim and **We** shall be entitled to terminate this **Policy** with immediate effect.

7.15 Gender

A masculine personal pronoun as used herein includes the feminine, wherever the context requires.

7.16 Geographical Limits

The cover set out in the **Policy** is restricted to loss or damage sustained in the Hong Kong, unless otherwise stated.

7.17 Inspection and Salvage

If **You** make a claim, **We** may inspect the property or item. While **We** have no obligation to take possession of any damaged property or item, **We** reserve the right to do so.

We are entitled to obtain and retain any property or items that are salvaged or recovered after it pays a claim by replacing or paying to replace such property or items. **We** may sell the property or items and keep the proceeds.

7.18 Interest

No amounts payable by **Us** under this **Policy** shall carry interest.

7.19 Interpretation

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

7.20 Misrepresentation

This **Policy** shall be voidable in the event of any misrepresentation, misdescription, non-disclosure or concealment of any circumstances by **You** which is material to or connected with **Your**:

- (a) risk experience and claim history; or
- (b) insurance record, including previous refusals to grant insurance coverage.

7.21 Notice Of Trust Or Assignment And Third Party Rights

We shall not be bound or be affected by any notice of any trust, charge, lien, assignment or other dealing with or in relation to this **Policy**.

A person who is not a party to this **Policy** contract shall have no right to enforce any of its terms, other than any rights conferred by law.

7.22 Other Insurance

To the extent permitted by law, when other insurance applies to a covered loss, **We** will pay only in excess of the other insurance, limited to the indemnity being provided under **Your Policy**, unless that other insurance was specifically written as an excess over the indemnity provided in **Your Policy**.

Should **You** make a claim under **Your Policy**, **You** must advise **Us** of any other insurance which may cover the loss or damage or **Accident**.

7.23 Payment of **Benefit(s)**

You may not be covered under more than one MyHomeGuard policy. If **You** are covered under more than one such **Policy**, **We** will consider that person to be covered under the **Policy** which provides the highest **Benefit(s)**. Where the **Benefit(s)** under any additional **Policy** are identical, **We** will consider that person to be insured under the **Policy** first issued. All policies not recognised by **Us** shall be cancelled. **We** will refund, without interest, any duplicated premium.

7.24 Payment of Claims

Any receipt by **You** of any **Benefit** payable under this **Policy** shall in all cases be deemed final and complete discharge of all liability of **Us** in respect of such **Benefit**.

Upon **Your** death, all **Benefit(s)** which are payable to **You** under this **Policy** shall be made to **Your** estate.

7.25 Payment before Cover Warranty

- (a) The total **Premium** due must be paid to and actually received in full by **Us** or the intermediary through whom the **Policy** was effected ('the Intermediary') on or before the **Commencement Date** or **Renewal Date** under the **Policy**.
- (b) If the total **Premium** is not paid and received in full by **Us** or the Intermediary on or before the **Commencement Date** or **Renewal Date**, the **Policy** shall be deemed to be cancelled immediately, and no **Benefit(s)** shall be payable by **Us**. Any payment received thereafter shall have no effect whatsoever on the deemed cancellation.
- (c) This 'Payment before cover warranty' clause shall prevail over any inconsistent terms (if any) in the **Policy**.

7.26 Policy Reinstatement after Partial Loss

When **We** pay a claim under **Your Policy** for partial loss or damage to the **Contents**, the **Sum Insured** will be reduced by the loss amount for each and every claim and shall not exceed the aggregate **Sum Insured**. **We** may at **Our** option reinstate the **Sum Insured** and reserve the right to charge an additional **Premium**.

7.27 Reasonable Care

You must:

- (a) take all reasonable measures to maintain all property insured under this **Policy** in sound condition and good repair;
- (b) take all reasonable precautions to prevent or minimise loss, damage, destruction, liability, compensation, cost or expense covered by this **Policy**; and
- (c) comply with all obligations and regulations imposed by law and by any authority.

7.28 Renewal of **Your Policy**

Subject to **Our** right to make any amendments to the premium rate, coverage, terms and conditions of this **Policy** as **We** deem appropriate on renewal, this **Policy** shall be renewed automatically on each **Renewal Date** for one (1) year. If either party wishes not to renew the **Policy** at the end of any **Period of Insurance**, notice of cancellation must be given in accordance with 7.6 Cancellation clause.

If no such notice has been given by either party, **Your** payment of the **Premium** on each **Renewal Date** will result in a **Policy** with the same terms and conditions automatically coming into existence for one (1) year from that **Renewal Date**.

In the event, **We** exercise **Our** right to decline renewal or to make any amendments to the premium rate, coverage, terms and conditions of this **Policy**, **We** shall inform **You** of this thirty (30) days prior to the **Renewal Date**.

7.29 Right of Recovery

In the event authorisation of payment and/or payment is made by **Us** for a medical claim whereby policy liability is not engaged, **We** reserve the right to recover against **You** the full sum which **We** are liable to the Hospital into which **You** were admitted.

7.30 Subrogation

If **We** make a payment under this **Policy**, all **Your** rights of contribution, indemnity or recovery will be subrogated to **Us**. **You** must not surrender any right to or settle any claim for contribution, indemnity or recovery without **Our** prior written consent. **You** must do all things and execute all documents to enable **Us** to sue in **Your** name for such contribution, indemnity or recovery. Where **You** have agreed with another person or company (who would otherwise be liable to compensate **You** for any loss or damage which is covered by the contract of insurance) that **You** will not seek to recover such loss or damage from that person, **We** will not cover **You**, to the extent permitted by law, for such loss or damage.

7.31 Total Loss

If **We** pay **Your** claim for a **Total Loss** then the cover provided under this **Policy** will end.

7.32 Unoccupied Property

The covers provided by this **Policy** shall cease if **Your Premises** is left unoccupied for a period exceeding thirty (30) consecutive days, unless **You** have informed **Us** of this fact and obtained **Our** written agreement for this **Policy** to continue beyond that period.

7.33 Sanction

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit **Us** from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the **Policy** remain unchanged.

SECTION 8 – CLAIMS

Claims Conditions Applicable To All Sections

What You must do:

On the happening of any loss or damage or injury which does or could lead to a claim or on the happening of any event or occurrence which does or could lead to a claim under Section 3 Personal Liability Cover. **You** must, at **Your** own expense:

- (a) take all reasonable precautions to prevent further loss or damage or injury;
- (b) Immediately inform **Us** at the address and claims centre telephone listed at the beginning of this **Policy**;
- (c) immediately inform the police if any property insured under this **Policy** is lost, stolen or of the occurrence of **Malicious Damage or Vandalism**;
- (d) take all reasonable precautions to recover lost or stolen property and minimise the claim;
- (e) not dispose of any damaged property without **Our** consent;
- (f) not arrange for the repair or replacement of any property insured under this **Policy**, in connection with any claim, without **Our** consent;
- (g) complete and lodge a claim form within fourteen (14) days with all necessary supporting documentation that **We** may reasonably require for the investigation and verification of the claim including but not limited to:
 - (i) full written details of the loss or damage or injury;
 - (ii) any relevant receipts, certificates and other proofs of ownership;
 - (iii) all valuations relating to lost or damaged property;
 - (iv) all court issued documents including any statement of claim, summons, initiating process, cross claim, or third party notice;
 - (v) all property inspection reports and inventories if the claim involves **Malicious Damage or Vandalism** or theft;
 - (vi) reports that have been obtained from the police, a carrier or other authorities about an **Accident**, loss or damage; and
 - (vii) all medical and other certificates and evidence required by **Us** that is reasonably required to assess the claim.
- (h) send to **Us** all documents immediately which show that a claim is or may be made against **You** (including but not limited to correspondence, any letter or letter of demand or letter of complaint, any writ or court documents, any subpoena, or any formal legal document);
- (i) not admit liability for, or offer to agree to settle or pay any amount to settle, any claim brought against **You** without **Our** prior written consent; and
- (j) assist **Us** in the defence of any claim brought against **You**.

We may have **You** medically examined at **Our** expense when and as often as **We** may reasonably require after a claim has been made for **Your Accidental Injury**. **We** may also arrange an autopsy if **We** reasonably require one.

Failure to notify **Us** within the time limit prescribed does not invalidate the claim if it can be shown to **Our** satisfaction that notice (with supporting documents and information) has been provided as soon as reasonably possible, provided that notice must be given at the latest within sixty (60) days from the happening of any loss, damage or injury, or when **You** first become aware of a potential claim against **You** which may fall under Section 3 Personal Liability Cover of this **Policy** and no later than thirty (30) days after the end of the **Policy** Period.

PERSONAL INFORMATION COLLECTION STATEMENT

Chubb Insurance Hong Kong Limited (“**We/Us/Our**”) want to ensure that **Our** policyholder(s) and/or insured person(s) (“**You**”) are confident that any personal data collected by **Us** is treated with the appropriate degree of confidentiality and privacy.

This Personal Information Collection Statement sets out the purposes for which **We** collect and use personally identifiable information provided by **You** (“**Personal Data**”), the circumstances when **Personal Data** may be disclosed and information regarding **Your** rights to request access to and correction of **Personal Data**.

(a) Purposes of Collection of Personal Data

We will collect and use **Personal Data** for the purposes of providing competitive insurance products and services to **You**, including considering **Your** application(s) for any new insurance policies and administering policies to be taken out with **Us**, arranging the cover and administering and managing **Your** and **Our** rights and obligations in relation to such cover. **We** also collect the **Personal Data** to be able to develop and identify products and services that may interest **You**, to conduct market or customer satisfaction research, and to develop, establish and administer alliances and other arrangements with other organisations in relation to the promotion, administration and use of **Our** respective products and services. **We** may also use **Your Personal Data** in other ways with **Your** consent.

(b) Direct marketing

Only with **Your** consent, **We** may also use **Your** contact, demographic, **Policy** and payment details to contact **You** with marketing information regarding **Our** insurance products by mail, email, phone or SMS. Tick the box below if **You** do not consent to receive such marketing information from **Us**.

(c) Transfer of Personal Data

Personal Data will be kept confidential and **We** will not sell **Your Personal Data** to any third party. **We** limit the disclosure of **Your Personal Data** but, subject to the provisions of any applicable law, **Your Personal Data** may be disclosed to:

- (i) third parties who assist **Us** to achieve the purposes set out in paragraphs a and b above. For example, **We** provide it to **Our** relevant staff and contractors, agents and others involved in the above purposes such as data processors, professional advisers, loss adjudicators and claims investigators, doctors and other medical service providers, emergency assistance providers, insurance reference bureaus or credit reference bureaus, government agencies, reinsurers and reinsurance brokers (which may include third parties located outside **Hong Kong**);
- (ii) **Our** parent and affiliated companies, or any company within **Chubb** local and outside **Hong Kong**;
- (iii) the insurance intermediary through which **You** accessed the system;
- (iv) provided to others for the purposes of public safety and law enforcement; and
- (v) other third parties with **Your** consent.

With regard to the above transfers of **Personal Data**, where applicable, **You** consent to the transfer of **Your Personal Data** outside of **Hong Kong**.

(d) Access and correction of Personal Data

Under the **Personal Data** (Privacy) Ordinance (“**PDPO**”), **You** have the right to request access to and correction of **Personal Data** held by **Us** about **You** and **We** will grant **You** access to and correct **Your Personal Data** as requested by **You** unless there is an applicable exemption under the **PDPO** under which **We** may refuse to do so. **You** may also request **Us** to inform **You** of the type of **Personal Data** held by **Us** about **You**.

Requests for access or correction of **Personal Data** should be addressed in writing to:

Chubb Data Privacy Officer
39/F, One Taikoo Place
979 King's Road
Quarry Bay, Hong Kong
O +852 3191 6222
F +852 2519 3233
E Privacy.HK@Chubb.com

Your request to obtain access or correction will be considered within forty (40) days of **Our** receipt of **Your** request. **We** will not charge **You** for lodging a request for access to **Your Personal Data** and if **We** levy any charges for providing information, such charges will not be excessive. No fee is charged for data correction requests.

英文版本為正式版本。如因對本保單內任何地方的詮釋而引起任何爭議，均以英文版本為準。

給客戶的重要資料

關於「保單」

本文件(即「保單」)載有重要的資料，以協助「閣下」了解「我的家居保險」。在「閣下」決定是否購買前，「閣下」需仔細閱讀本文件，以了解其特徵、保障及風險。

承保人

承保人是安達保險香港有限公司(「安達」)。「本公司」的聯絡資料載於「保單」的首頁。

「閣下」需閱讀的內容

為決定本保險是否適合「閣下」，「閣下」必須閱讀：

- (a) 給客戶的重要資料 – 該部份載有「閣下」在申請本保險前必須注意的重要事宜的資料；
- (b) 定義 – 該部份載有「本公司」在本保險內所使用的若干含有指定涵義詞彙的意思；
- (c) 第一至五部份 – 該等部份載有為「家居物品」、個人責任、額外住宿開支、個人保障及「建築物」提供的保障詳情；
- (d) 第六部份(一般不保事項) – 該部份載有任何保障部份項下不提供的保障事宜；
- (e) 第七部份(一般條件) – 該部份載有本保險項下「閣下」及「本公司」的權利和義務的詳情，包括假如「閣下」未能履行義務，「本公司」可能會在法律許可的範圍內取消或削減「本公司」對索償承擔的責任；
- (f) 第八部份(索償) – 當出現索償時「閣下」需要做的事情；及
- (g) 「本公司」向「閣下」提供任何可能變更標準保障的其他文件。

申請保障

「閣下」申請本保險時，「閣下」需要填妥投保書。「本公司」將根據該表格內所提供的資料來決定「本公司」提供的保障條款。「本公司」根據本文件、投保書及任何其他文件(包括「本公司」最近向「閣下」發出的「承保表」)的條款向「閣下」提供保障。投保書及其他申請文件可以為電子或紙張形式，包括但不限於透過 iPad 應用程式或其他手提電話應用程式取得。

全部該等文件構成「閣下」向「本公司」投保的「保單」。「閣下」需將該等文件連同收據及「閣下」對所投保物件的所有權及價值的證據保存於安全地方。

保障摘要及其他重要事項

「本公司」提供的主要保障涵蓋：

- (a) 「閣下」已投保的「家居物品」的損失或損毀，包括「閣下」進行的家居修葺及裝修；
- (b) 「閣下」、「閣下」的配偶及子女引致任何其他人士蒙受的「意外受傷」或「意外死亡」或「意外」財物損失而需負上的法律責任；
- (c) 「閣下」的家居因損失或損毀而不適合居所招致的額外住宿開支；及
- (d) 「閣下」蒙受的「意外受傷」或「意外死亡」；當「閣下」在「櫃員機」提款後受到襲擊而蒙受的金錢損失；「閣下」的身份被盜用而導致的金錢損失及法律費用；「閣下」的「個人物品」的損失或損毀。
- (e) 在「保險期」內因「意外」事故引致的「建築物」損失或損毀，包括因「閣下」「建築物」的損失或損毀所導致的租金損失；

有關「本公司」處理任何索償的基準，請參閱各項保障部份。

「閣下」需確保「閣下」滿意本保險所提供的保障程度，否則「閣下」可能未能得到「閣下」要求的保障。

「本公司」僅按「保單」指定的最高賠償額及賠償限額及「投保額」以及「保單」的其他條款、條件及不保事項提供保障。

「閣下」在提出索償時可能適用「自付額」。「自付額」是「閣下」必須承擔的索償部份，「閣下」需在每次發生本保單的受保事件時支付「自付額」。受保事件是同一原因導致的個別或一連串事件。當「自付額」適用時，「本公司」將透過「自付額」減低「本公司」支付的金額，或「本公司」會要求「閣下」支付「自付額」。

「自付額」的種類及金額載於「閣下」的「保單」內（一般載於本文件及「承保表」內）。「本公司」在「閣下」申請本保險時與「閣下」協定「自付額」的金額。「自付額」的金額可能會因應「閣下」的住處及保險歷史而有所不同。

例如「閣下」的住所曾因「風暴」橫過「閣下」的「物業」而受到嚴重損毀。假如「閣下」的「保單」或「承保表」提及「閣下」有港幣 100 元的「自付額」，則「本公司」就「閣下」的整體損失所償付的索償金額將減少港幣 100 元。

假如「閣下」沒有充分就「閣下」的潛在損失投保，「閣下」可能需要承擔任何損失的未投保部份。

除非「本公司」已明確承保第三方的權益，否則「本公司」僅承保「閣下」對已投保財物的權益。

在下列情況下，「本公司」可拒絕支付或削減「本公司」就索償支付的金額：

- (a) 索償事件屬於不保事項；
- (b) 「閣下」沒有遵守「保單」的條款及條件；
- (c) 「閣下」沒有遵守「閣下」的「披露義務」或作出失實陳述；或
- (d) 「閣下」提出欺詐性索償。

「本公司」亦可能因「閣下」未能遵守某項條件、「閣下」違反「披露義務」，或在法律許可的若干情況下取消「閣下」的「保單」。

保險費用

「閣下」需自申請本保險起的二十一(21)日內或於「生效日期」前，以較早者為準向「本公司」支付「保費」，本保險方會生效。為計算「閣下」的保費，「本公司」會考慮多個因素，包括：

- (a) 要求承保保障的種類；
- (b) 「閣下」「建築物」的建造及 / 或「家居物品」的種類；
- (c) 承保總額；
- (d) 「閣下」「建築物」及 / 或「家居物品」的地點；
- (e) 「閣下」以往的保險歷史。

在「閣下」申請本保險時，「閣下」將獲通知應付的「保費」。到期應付的金額將清楚列於「承保表」內。

披露義務

在「閣下」與「本公司」簽訂「保單」前，「閣下」必須全面及如實地披露「閣下」知悉或應當知悉的，並與「本公司」向「閣下」提供保險及「本公司」計算「保費」有關的所有事實，否則「本公司」有權取消本保險，或拒絕向「閣下」的索償作出賠償，或「閣下」可能不能得到本「保單」的保障。

「保單」項下的承保範圍是以「閣下」於投保書內向「本公司」提供的資料為基準。假如「閣下」向「本公司」提供的任何資料是不正確的，請即時通知「本公司」，否則「閣下」可能未能就有效的索償得到保障。假如「閣下」其後向「本公司」提供的資料與投保書內所載的資料有重大差異，「本公司」可能會以不同的條款提供保障或拒絕提供保障。

假如「本公司」自簽發「保單」起的十四(14)日內沒有收到「閣下」更改資料的指示，「本公司」將視所提供的資料為完整及正確，並倚賴有關資料。

取消

「閣下」可隨時聯絡「本公司」取消本「保單」，惟「閣下」需未有在本「保單」的相關「保險期」內提出索償。「本公司」會向「閣下」按比例退款，惟退款受「承保表」內註明的最低保費要求所約束。

如何提出索償

第八部份告訴「閣下」就索償需要做的事宜。在「本公司」向「閣下」償付任何索償前，「本公司」需要取得損失或損毀程度的證明。在可能情況下，請確保「閣下」就有關損失或損毀保存任何相片或其他文件，以便索償程序順利進行。

「本公司」的聯絡資料

假如「閣下」或「閣下」的顧問需要與「本公司」聯絡，有任何疑問或希望就本保險索取進一步的資料，請利用本文件提供的聯絡資料與「本公司」聯絡。

定義

在「保單」內某些詞彙具指定涵義（不論以單數或複數表示），「本公司」將該等詞彙定義如下。為協助「閣下」識別有關詞彙，特將此等詞彙全部加上引號。

「意外」指突發、不能預見、不幸及非計劃的事件。

「意外死亡」指：

- (a) 「意外受傷」引致的死亡；及
- (b) 在引致損傷及包括「失蹤」的「意外」發生後的一百八十(180)日內發生的死亡。

「意外受傷」指因「意外」導致的身體損傷，而該身體損傷並不是疾病，而且：

- (a) 是由猛烈及可見的方式引致的；及
- (b) 是在「保險期」內發生的；及
- (c) 是在「意外」發生後的一百八十(180)日內發生的；及
- (d) 純粹及獨立因下列原因導致的結果：
 - (i) 「意外」；及 / 或
 - (ii) 因「意外」必須接受的醫療或手術治療而導致的疾病；及
- (e) 可能包括因「閣下」在「意外」中直接及不可避免地暴露於某些元素而引致的身體損傷。

「額外貴重物品」指下列物品於「生效日期」的三十(30)天內向「我們」作出申報：

- (a) 手錶
- (b) 電子器材
- (c) 珠寶手飾
- (d) 手袋
- (e) 銀包
- (f) 皮草
- (g) 皮褸

「恐怖活動」指針對任何個人、財物或政府而對人類生命或財物實際或威脅使用武力或暴力，或引致損毀、損傷、損害或干擾，或作出任何危險活動，有關活動的已陳述或未陳述目的是尋求經濟、人種、民族、政治、種族或宗教利益，不論該等利益是已申報與否。主要為個人利益而進行的搶劫或其他刑事活動或主要由於犯罪者及受害者以往的個人關係而發生的活動概不被視為「恐怖活動」。「恐怖活動」應包括任何被(相關)政府核實或確認為恐怖活動的活動。

「保障」指「承保表」內列明的保障，「本公司」會根據「保單」的條款及條件就「保單」承保的各項事件或損失提供有關保障。

「身體損傷」指「於「保險期」純粹及完全由「意外」造成身體損傷。

「建築物」指「閣下」的「物業」範圍內的以下各項：

- (a) 私人住房或住宅；
- (b) 牆壁、地板及天花的固定覆蓋物；
- (c) 固定泳池；
- (d) 露臺及後院；
- (e) 小徑、車路及花園；
- (f) 閘門及圍欄；
- (g) 設備和裝置；
- (h) 私人住房或住宅外牆的固定窗戶或玻璃；
- (i) 「建築物」外的窗簾及天蓬；
- (j) 由主要管道連接至私人住房或住宅內的煤氣、供水或供電管道。

「業務」指任何業務、生意、專業、職業、代牧、放牧、經營農場、商業或收益活動，但這並不指「建築物」的租賃。

「安達」及「本公司」指承保人安達保險香港有限公司。

「民事騷亂」指由平民發起的動亂、騷亂或擾亂公共秩序，通常是針對規管機構或該等規管機構的政策。

「生效日期」指「本公司」同意根據「保單」提供保險的日期當日的「香港」時間凌晨十二時零一分(12:01 a.m.)，該生效日期列示於「閣下」的「承保表」內，惟「閣下」應已自申請本保險起的二十一(21)日內向「本公司」支付「保費」。

「家居物品」指第一部份的「家居物品保障」所定義的家居物品。

「失蹤」指旅行當日使用的交通工具失蹤、沉沒或失事當日起的十二(12)個月內仍未找到遺體。

「自付額」指當「閣下」提出一項索償時，「閣下」必須支付損失的首筆金額，承保人只負責支付超過該金額的部份（最高金額為「承保表」指定的「投保額」）。「自付額」適用於各項損失或索償。當損失是在「自付額」範圍內，則承保人毋須負責賠償。假如「承保表」內列出多於一項「自付額」的，則以金額較高者為適用。就地震索償而言，在地震後的七十二(72)小時內發生的一切損失或損毀均只適用一項「自付額」。

「家庭成員」指於「承保表」內列明之「物業」合法佔用者的配偶、子女、父母、家傭或其他親屬與「閣下」永久同住於受保「物業」。

「水災」指水從任何自然的水道、湖泊、水庫、水渠或水壩的正常範圍漏出或釋出，使正常為乾旱的土地被淹沒。

「高樓」指超過三(3)層高的私人住宅。

「香港」指中華人民共和國香港特別行政區境內。

「家居裝修」指由「閣下」對「物業」的牆壁、天花、地板及門戶進行的裝修和改善工作。

「矮房」指不超過三(3)層高的私人住房或房子。

「惡意破壞或故意破壞」指惡意驅使破壞財物的錯誤作為，但這並不包括：

- (a) 租戶的疏忽、不小心、差劣的家務管理或不衛生的生活習慣；
- (b) 「閣下」或租戶或代表「閣下」或租戶的任何人士在進行維修工程期間出現的破壞；
- (c) 因租戶或代表租戶的任何人士進行修理或試圖進行修理而造成的破壞；
- (d) 因「閣下」或租戶未能管束兒童而造成的破壞；
- (e) 「閣下」或租戶的寵物造成的破壞；
- (f) 「意外」破壞或「意外」損失；或
- (g) 刮花、凹陷、剝落、磨損、磨壞。

「手提電話」指俱有通訊功能的手提電話或智慧型電話。

「露天範圍」指非由牆壁及屋頂完全遮蓋或不能完全關閉的「物業」範圍，包括但不限於下列範圍：

- (a) 走廊、陽臺、露臺、車棚；或
- (b) 「物業」的土地界限範圍內的開放範圍。

「室外傢俱」指專為室外使用而設計的傢俱。它通常由能抵禦氣候之物料所制成，例如防銹的鋁金屬。

「保險期」指生效日期起計的十二(12)個月內，在該期限內「保單」項下的保障範圍是生效的，除非「承保表」內另有指明。

「永久完全傷殘」指純粹、直接或獨立於任何其他起因而因「身體損傷」造成的傷殘，而該傷殘是在造成「身體損傷」的「意外」發生的一百八十(180)日內發生的，並連續無中斷地持續最少十二(12)個月，並將極大可能完全妨礙「閣下」在餘生受僱於任何可以賺取收入的工作，且由「醫生」證明其沒有改善的希望。

「醫生」指於執業的國家根據該國的法律正式註冊及持牌於其執照許可的範圍內執業的醫師或醫生。除非經「安達」同意，否則「醫生」不包括「閣下」或「閣下」的「家庭成員」。

「保單」指「本公司」與「閣下」訂立的協議，該協議由本文件、「閣下」的投保書、「承保表」及任何由「本公司」書面向「閣下」發出的任何背書或其他文件所構成。

「保單持有人」指在「承保表」內被註明為本「保單」作申請及付款之人士。

「既存醫療狀況」指下列的任何狀況：

- (a) 「閣下」在「生效日期」前的十二(12)個月內曾接受治療、診斷、會診或獲處方藥物；或
- (b) 「生效日期」前的十二(12)個月內獲「醫生」建議醫療意見或治療；或
- (c) 在「生效日期」前的十二(12)個月內發生一名合理人士會預期注意的情況。

「物業」指「閣下」用作私人住宅用途及位於「保單」內列明為受保「物業」的住宅地址，該物業是本保險保障的權益，並由磚塊、石塊及混凝土及混凝土屋頂興建而成。

「保費」指「閣下」就「閣下」的保險向「本公司」支付的金額（不包括政府徵費）。

「續保日期」指適用的「保單」最後日期，「保單」可於該日期續期。

「替換成本」指替換、重建或維修「建築物」及／或「家居物品」至大體上與新置狀況一樣的費用。假如「建築物」是遺產或具建築特點及／或「建築物」的結構物料具有觀賞、古物或歷史特色或原物料在「建築物」及／或「家居物品」被損失或損毀時無法獲得，則「替換成本」應指使用原設計及適合的相等物料重建或替換或修理或修復至合理的相等外觀及狀況。

「暴亂」指任何人士與其他人士參與任何擾亂公眾和平的行為（不論是否與罷工或停工有關），或任何合法組成的政府機關鎮壓或試圖鎮壓任何該等動亂或減低該等動亂的後果的行動。

「承保表」指該文件載有與「閣下」的保險相關的重要資料，包括「保險期」、「閣下」的「保費」、「閣下」的財物詳情、將適用的「自付額」，及任何標準條款有否以背書的方式被更改。

「指定物品」指：

- (a) 珠寶、手錶、皮草及美術作品；
- (b) 郵票及硬幣收藏；
- (c) 電腦系統、手提電腦、手提資訊器材、娛樂設備或其他攝影器材；
- (d) 貴重金屬物品、樂器、相機 / 卡式錄放影機和配件及其他「貴重物品」或收藏品

「運動」指任何需要「閣下」使用技能或體能的娛樂體育活動。

「風暴」指猛烈的大氣干擾，包括可能與雷電、雨水、雨雪及冰雹一同發生的強風。

「投保額」指「承保表」或「閣下」的「保單」列明以下各項的投保額：「投保額」或「保單」列明的任何金額及任何理賠。

「損失總額」指受保的財物在損毀及破壞後的狀況是不能被恢復至損失前的相等狀況，在該情況下「本公司」決定向「閣下」支付總「投保額」。

「貴重物品」指珠寶、手錶、皮草及白金、黃金、銀或其他貴重金屬物品等「家居物品」。

「閣下」及「閣下的」指「物業」的合法佔用者，包括：

- (a) 「保單持有人」；及/或
- (b) 於「承保表」內列明之「物業」合法佔用者；及/或
- (c) 「家庭成員」

但任何與「保單持有人」作為業主有租賃協議的租戶除外。

「閣下」與「本公司」訂立的協議（「閣下」的「保單」）

在「閣下」支付「保費」後或「閣下」同意於「本公司」要求的時間內支付「保費」後，「本公司」同意根據「閣下」的「保單」的條款、條件及不保事項就「保險期」內發生的受保事件所引起的損失、損毀或責任作出賠償。

第一部份 - 家居物品保障

此保障適用於「承保表」內所註明的承保「家居物品」保障。

1.1 「家居物品」的定義及指定限制

「家居物品」指下列物品置於「閣下」的「物業」及屬於「閣下」所擁有：

- 地毯、內百葉窗及窗簾；
- 電腦系統及其配件；
- 攝影設備及其配件；
- 流動通訊設備，包括「手提電話」；
- 衣服及鞋；
- 廚房用具及設備；
- 餐具；
- 浴室用具及設備；
- 娛樂設備；
- 娛樂軟件；
- 其他設備（如洗衣機、乾衣機）；
- 布藝及毛巾；
- 花園傢俱；
- 非固定的泳池及浴池；
- 傢俱及燈飾；
- 「閣下」進行不受管理公司或另一保單保障的修葺、固定裝置或家居結構性裝修；
- 珠寶及手錶；
- 皮草；
- 美術作品、油畫、古董及珍品及其他真正的藝術品；
- 貴重金屬物品（如銀製品、錫鑲製品）；
- 樂器；
- 其他家庭 / 個人雜物；

- 其他珍藏物及「貴重物品」；
- 盆栽；及
- 「運動」用品。

「家居物品」不是(包括但不限於):

- 鳥、魚及動物；
- 電動汽車及其附件包括汽車、貨車、電單車、小型單車及農用車、高爾夫球車、坐騎式草坪車及電動輪椅；
- 船隻；
- 使用中的「運動」用品；
- 高速滑艇；
- 飛機或航空裝置，不包括不能被駕駛的模型飛機或玩具風箏；
- 任何地面或海面氣墊運載工具；
- 房客、搭伙或客人（不論繳付房租與否）的財物；
- 蓬車及拖車；
- 樹木、灌木及其他植物，於花盆栽種者除外；
- 沒有根據相關法例註冊或存放的輕武器；
- 任何用作商業或受僱用途的財物；
- 食物及飲品；
- 金錢、信用咭、提款咭及支票；
- 電子資料；及
- 土地或食水。

1.2 保障

「本公司」將就「閣下」的「物業」的「家居物品」在「保險期」內因發生「意外」而造成的實質損失或損毀提供「承保表」內指定的最高「投保額」保障，但「保單」內註明的不保事項除外。

「特別物品」的特別條款：

「本公司」根據「特別物品」的責任，不可超逾「承保表」所列之保額。

1.3 「本公司」如何處理有效索償

- 如「本公司」決定應支付本部份項下的索償，「本公司」將選擇：
 - 修理或替換受損毀的「家居物品」，或向「閣下」支付合理「替換成本」（惟在任何情況下，「本公司」的責任均不得超過「家居物品」的「投保額」）；或
 - 向「閣下」支付「家居物品」的最高「投保額」。
- 「本公司」可選擇為受損毀的「家居物品」作出更換或支付合理的「替換成本」，「本公司」將按「以新代舊」的基礎處理（即置換同類型物品而毋須扣除損耗）。「本公司」將按我們的決定，向「閣下」提供替換物品或向「閣下」支付賠款。
- 假如在本部份項下應賠償的損失或損毀的物件是對裝、套裝、系統、系列或更大型組件的一部份，「本公司」將只會按該損失或損毀物件本身佔整體對裝、套裝、系統、系列或更大型組件的價值作出賠償。「本公司」不會就該物件於構成對裝、套裝、系統、系列或更大型組件的一部份時可能擁有的任何特別價值或對餘下部份造成的任何貶值支付任何補貼。
- 「本公司」就「指定物品」的損失或損毀賠償的最高金額不得超過「承保表」規定的金額或「投保額」，兩者以較低者為準，減扣「承保表」內就上述物品列明的「自付額」，並將「指定物品」所適用的相關限額考慮在內。
- 「自付額」適用於本部份的每次索償，「自付額」的詳情已於「承保表」上列明。

1.4 適用於第一部份的不保事項

除本「保單」第六部份所載適用於本「保單」所有部份的「一般不保事項」外，「本公司」亦不會賠償下列情況對「家居物品」所造成的任何損失或損毀：

- 「家居物品」被置於「閣下」的「物業」範圍以外 – 但專業搬運公司將「家居物品」遷往由「本公司」承保「香港」境內的新「物業」，或因專業清潔、修理或修葺的目的將「家居物品」暫時遷離「物業」者除外；
- 「家居物品」被遺留在「露天範圍」 – 「室外傢俱」除外；
- 原因不明的失蹤或誤放。

1.5 額外保障及限制

全日制學生宿舍住宿的家居物品：

倘若「家庭成員」(家傭除外)為全日制課程學生並於宿舍住宿，「本公司」將會就「閣下」放置於宿舍的「家居物品」因「意外」所造成的實質損失或損毀賠償最高港幣 60,000 元的金額，就索償的每項物品所賠償的總金額不超過港幣 6,000 元。有關保障只延伸至「家庭成員」(家傭除外)所居住的宿舍內的「家居物品」。

家庭傭工的「家居物品」：

「本公司」將會就因「意外」對「閣下」的家庭傭工置於「物業」內的「家居物品」所引致的實質損失或損毀賠償最高港幣 6,000 元的金額。「本公司」就任何一件物品將賠償「閣下」的總金額不超過港幣 6,000 元。

儲物設施內的「家居物品」：

「本公司」會就「閣下」存放於儲物設施內的「家居物品」因「意外」所引致的實質損失或損毀最高賠償「承保表」內所列明的「家居物品」「投保額」的 20%或港幣 120,000 元，兩者以較低者為準，惟「閣下」的損失必須不能從儲物設施追索及並沒有受任何其他保險保障。「本公司」就任何一件物品所賠償的最高金額不超過港幣 15,000 元。

冷凍食品：

「本公司」會就貯存於「閣下」「物業」的冷藏組件內的冷凍食品因「意外」引致的機器故障而腐壞所造成的損失或損毀最高賠償港幣 3,000 元。

商業設備：

「本公司」會就「閣下」置於「閣下」「物業」內的商業設備因「意外」所引致的損失或損毀最高賠償港幣 24,000 元。「本公司」就任何一件物品所賠償的最高金額不超過港幣 12,000 元。

移走瓦礫：

經「本公司」同意後，「本公司」將會支付「閣下」於移走瓦礫、拆卸及 / 或拆毀、支撐或支承任何「閣下」的「家居物品」的任何部份所必須使用的合理成本及開支。「本公司」就任何一項損失所賠償的最高金額為「承保表」內列明的「家居物品」「投保額」的 15%。

裝修或維修：

「本公司」會就承包商在進行裝修或維修期間因「意外」所引致「家居物品」的損失或損毀作出賠償。「本公司」就任何一項損失所賠償的最高金額為「承保表」內列明的「家居物品」「投保額」的 15%，惟「閣下」的損失必須不能從承包商追索及並沒有受任何其他保險保障。

更換門鎖、玻璃及臨時保護：

「本公司」將會就門鎖及玻璃因爆竊或未經許可進入「物業」受到破壞而需作更換的「替換成本」為「閣下」作出賠償。「本公司」亦會就等待更換門鎖或玻璃時所需要的臨時保護的合理費用為「閣下」作出賠償。「本公司」就任何一項損失所賠償的最高金額為「承保表」內列明的「家居物品」「投保額」的 15%。

未授權交易：

在向警方報案後，「本公司」將會就爆竊或未經許可進入「物業」並盜取文件及身份證明而導致未獲授权使用「閣下」的信用卡、支票簿所引致「閣下」的財務損失及 / 或「閣下」的銀行賬戶資金損失（「家庭成員」未經許可進入者除外）作出賠償。「本公司」就任何一項損失所賠償的最高金額為「承保表」內列明的「家居物品」「投保額」的 15%。

損失個人文件：

在向警方或適當機關報案後，「本公司」將就強行進入「物業」並盜取屬於「閣下」的文件而導致「閣下」需補領護照、香港身份證及相關的政府文件及駕駛執照的「替換成本」作出賠償。「本公司」就任何一項損失所賠償的最高金額為「承保表」內列明的「家居物品」「投保額」的 5%。

「物業」外的「貴重物品」：

如屬於「閣下」的及於發生損失時（即導致損毀的事件時）由「閣下」穿戴的「貴重物品」在全世界任何地方因「意外」而導致實質損毀，而且充分證明及 / 或警方報告或同等報告已提供以茲證明，「本公司」將賠償有關損失，最高賠償金額為「承保表」內指定的金額。「本公司」就任何一件物品所賠償的最高金額不超過港幣 10,000 元。

未經授權使用公用事業：

假如「閣下」就「物業」登記的公用事業如煤氣、水、電力、互聯網及收費電視在未經「閣下」同意的情況下被不受本「保單」視為受保人的第三方非法使用或干擾，「本公司」將就相關期間內「閣下」的用量及相關公用事業供應商所徵收費用的差額作出賠償。「本公司」就任何一項損失所賠償的最高金額為「承保表」內列明的「家居物品」「投保額」的 5%。

玻璃重置

如「閣下」的窗戶及天窗、門或其他屬於「閣下」「建築物」固有部分的玻璃因火災、爆炸、閃電、地震、颱風、「風暴」、水災、暴亂受到破壞，「我們」將會賠償「閣下」重置玻璃的費用。本項任何一項損失所賠償的最高總賠償額為「承保表」內註明「保額」。

我們不賠償

- (a) 陶器；
- (b) 花瓶及裝飾品；
- (c) 玻璃器皿；
- (d) 玻璃屋或溫室的玻璃部分；
- (e) 時鐘的玻璃部分、畫、電視部件、收音機或電腦屏幕；及
- (f) 經由手部穿戴 – 例如眼鏡、手錶及以手攜帶的物品例如相機及望遠鏡

第二部份 – 個人責任保障

「承保表」內註明承保個人責任保障，此保障方為適用。

2.1 適用於第二部份的額外定義

「補償」指「閣下」根據下列情況就他人的「身體損傷」支付或應付的款項：

- (a) 法庭判決；或
 - (b) 經「本公司」同意的和解
- 包括任何「抗辯費用」。

「補償」不包括：

- (a) 加重的、懲罰性的或懲戒性的損害賠償；或
- (b) 法律規定的罰款或罰金（包括民事罰金）；或
- (c) 根據法律被視為不受保的任何事宜。

「抗辯費用」指在下列情況下產生的法律費用及支出及相關開支：

- (a) 抗辯任何法律訴訟；
- (b) 要求分攤款項或討回款項；或
- (c) 調查、避免或減低或處理申索。而有關費用是：
 - (i) 經「本公司」書面同意後由「閣下」產生；或
 - (ii) 在「本公司」進行任何法律程序後由「本公司」產生。

「抗辯費用」不包括「閣下」的任何內部或經常開支或「閣下」的時間成本。

「僱傭慣例補償」指「閣下」就聘用或即將聘用任何人士的任何不當或不公平解僱、否定自然公義、誹謗、誤導陳述或宣傳、性騷擾或歧視。

「事故」指一事件涉及連續或屢次大體相同的情況，而引致非「閣下」預期或計劃的「意外受傷」或「意外財物損毀」。就同一來源或起因而造成的一連串結果的所有事件被視為同一「事故」。

意外財物損毀指

- (a) 因「意外」導致有形財產的實質損毀、破壞或損失，包括於「意外」後的任何時間損失其作用；或
- (b) 有形財產損失其作用而該有形財產沒有被實質損毀或破壞，惟該損失作用必須是由於其他有形財產因「意外」而受到實質損毀所致。

2.2 保障

無論「閣下」身處世界任何地方，倘若「閣下」因以下事項須依法向第三方支付「補償」，本公司將代表「閣下」作出最高為「承保表」內指定的「投保額」的賠償，包括：

- (a) 「保險期」內發生的「意外死亡」或「意外受傷」；或
- (b) 「保險期」內發生的「意外財物損毀」。

2.3 適用於第二部份的不保事項

除本「保單」第六部份所載適用於本「保單」所有部份的「一般不保事項」外，「本公司」將不會保障因下列情況直接或間接造成或與下列情況有任何相關的法律責任：

- (a) 襲擊或毆打：「閣下」觸犯或受「閣下」指示的襲擊及 / 或毆打。本不保事項將不適用於為防止「個人損傷」或減低「個人損傷」的危險而進行的襲擊及 / 或毆打。
- (b) 「香港」境外法庭的判決：由「香港」境外的法庭或審裁處作出的任何決定。
- (c) 「建築物」裝修：「閣下」或代表「閣下」建設、建造、裝修、添置、修葺或拆毀任何「建築物」。

- (d) 業務或專業：「閣下」除作為財物的持有人以外所進行的業務或專業或提供的任何服務，包括因「物業」產生的或以任何方式與「物業」相關的任何責任，儘管「本公司」會就「意外財物損毀」導致的任何損失賠償最高達「投保額」的金額。
- (e) 契約責任：根據合約承擔任何義務，但在沒有合約的情況下於法律下存在的責任者除外。
- (f) 地殼移動：泥土或地殼移動，包括侵蝕、下陷、山崩或塌方。
- (g) 僱主責任：與下列各項相關的任何責任：
 - (i) 「閣下」是或可能有權根據任何工人賠償法例規定的任何基金、計劃、保單或個人保險獲得賠償，不論該等保險已生效與否；或
 - (ii) 根據任何工業裁決或協議或裁定的條文所施加的責任，而在沒有該等工業裁決或協議或裁定的情況下，有關責任是不會被施加的；或
 - (iii) 有關「僱傭慣例」。
- (h) 罰款及罰金：罰款、罰金、懲罰性的、懲戒性的、償付的或加重性的損害賠償。
- (i) 貨品：由「閣下」或代表「閣下」的任何人士生產、安裝、處理、組合、加工、出售或供應的任何貨品。
- (j) 誹謗：任何誹謗行為。
- (k) 海事結構：持有、操作或保養任何海事結構，包括任何碼頭、防波堤、浮船塢。
- (l) 持有土地或「建築物」：持有土地或「建築物」，但當「閣下」受本保單第 5 部份保障的情況下「閣下」作為業主對租戶的責任則除外。
- (m) 「閣下」的「個人損傷」。
- (n) 專業責任：「閣下」或代表「閣下」的任何人士提供或未能提供專業意見或服務。
- (o) 「閣下」持有或以「閣下」名義持有的財物，在以下情況發生的財物損失或損毀：
 - (i) 由「閣下」持有；或
 - (ii) 由「閣下」合法控制。
- (p) 煙草及香煙：煙草、香煙或煙草中出現或使用的任何成份。
- (q) 汽車、拖車、船隻及飛機：持有、操作或維修下列各項或從下列各項進行裝卸：
 - (i) 汽車；
 - (ii) 蓬車或拖車；
 - (iii) 飛機或氣墊船；或
 - (iv) 船隻。
- (r) 運動活動：「閣下」參加任何「運動」活動。

2.4 責任限額

「本公司」就任何一件「事故」代表「閣下」支付的「補償」（包括「抗辯費用」）不超過「承保表」內指定的金額。

「本公司」就「保險期」內發生的所有「事故」代表「閣下」支付的「補償」（包括「抗辯費用」）不超過「承保表」內指定的金額。

2.5 抗辯申索

「本公司」有權以「閣下」的名義及代表「閣下」協商、抗辯或解決任何向「閣下」提出的索償，並將在任何索償的任何法律程序或和解過程中行使絕對酌情權。為免除疑問，「本公司」代表「閣下」賠償最高達「投保額」包括為抗辯任何針對「閣下」的索償所招致的「抗辯費用」。

第三部份 - 額外住宿開支

本保障只在「閣下」根據本「保單」第一或第五部份受保時適用。

3.1 保障

「本公司」會就本「保單」第五部份「建築物保障」或第一部份「家居物品保障」所保障的「意外」導致「閣下」的「物業」不適宜居住，而使「閣下」招致的額外合理臨時住宿費用提供保障。

3.2 「本公司」如何處理有效索償

「本公司」將就「閣下」因上述第 3.1 項所述的實際額外成本向「閣下」作出賠償，最高賠償期限為六(6)個月。「本公司」就本部份項下的每宗「意外」所賠償的總金額將為：

- (a) 如「閣下」選擇投保第一部份及第五部份，賠償的總金額將為第五部份「建築物保障」的「投保額」的10%，或第一部份「家居物品保障」的「投保額」的20%，或港幣20,000元，上述各項以較低者為準。
- (b) 如「閣下」只選擇投保第五部份，賠償的總金額將為第五部份「建築物保障」的「投保額」的10%，或港幣20,000元，上述各項以較低者為準。
- (c) 如「閣下」只選擇投保第一部份，賠償的總金額將為第一部份「家居物品保障」的「投保額」的20%，或港幣20,000元，上述各項以較低者為準。

假如在「閣下」於臨時住處居住期間「保險期」屆滿，而「本公司」根據本「保單」項下的最高賠償金額仍有可用的餘額，「本公司」將繼續向「閣下」支付賠償。

第四部份 - 個人保障

「承保表」內註明承保個人保障，本保障方為適用，本保障只適用於個人（而非社團、公司或實體、法人團體或非屬法人團體）。

4.1 適用於第四部份的額外定義

「櫃員機」指自動櫃員機

「櫃員機襲擊」指「閣下」使用「提款咭」在櫃員機提款時金錢遭受偷竊或搶劫的刑事行為，而有關行為是在提款後的三十(30)分鐘內發生的。證明該等偷竊或搶劫符合「櫃員機襲擊」的條件是必須在事故發生後的一(1)小時內向執法機構正式報案。

「信用咭詐騙」指「閣下」以外的任何人，包括「家庭成員」懷著刑事意圖，未獲授權或非法使用以「閣下」名義簽發的「提款咭」。

「身份證明文件及資料」指由相關政府機構簽發屬於「閣下」的任何身份證明文件及其內容，包括身份證、護照、出生證明、駕駛執照、提款咭。

「身份證明文件詐騙」指「閣下」以外的任何人，包括「閣下」的「家庭成員」懷著不誠實或刑事意圖，未獲授權或非法使用「閣下」的「身份證明文件及資料」。

「盜竊引致的損傷」指「閣下」因盜竊、偷竊或搶劫而受到「身體損傷」。

「法律費用」指「閣下」就一名合資格律師為解決「信用咭詐騙」或「身份證明文件詐騙」所提供的法律服務而使用的合理專業費用，包括為防止進一步「信用咭詐騙」或「身份證明文件詐騙」的任何必須開支。

「薪金損失」指「閣下」為解決「身份證明文件詐騙」而缺勤所蒙受的正常薪金或收入的合理損失。

「金錢損失」指「閣下」因「櫃員機襲擊」、「信用咭詐騙」或「身份證明文件詐騙」而直接蒙受的任何財務損失。

「提款咭」指以「閣下」名義簽發的「櫃員機」咭及信用咭，但不包括預付咭或任何須要預付或透過電子途徑扣款或存款的媒體。

「個人意外」指

- (a) 「意外死亡」；或
- (b) 「意外受傷」所導致的「永久完全傷殘」。

「個人物品」指在世界任何地方，於損失或損毀發生時由「閣下」實際攜帶及穿戴的任何物品，但不包括現金或任何須要預付或透過電子途徑扣款或存款的媒體，或在「運動」活動進行期間使用的任何「運動」設備。

「專業運動」指「閣下」參與的任何「運動」，而且從中所獲得的收入或酬勞乃「閣下」的主要收入來源。

4.2 保障

「本公司」將保障「閣下」的：

- (a) 「個人意外」；
- (b) 「盜竊引致的損傷」；
- (c) 「櫃員機襲擊」；
- (d) 「身份證明文件詐騙」；及
- (e) 「個人物品」；
- (f) 自選保障：「額外貴重物品」。

4.3 「本公司」如何處理有效索償

- (a) **「個人意外」**
「本公司」將在下列情況下向「閣下」或「閣下」的遺產支付「承保表」內指定的金額：
(i) 「閣下」「意外死亡」；
(ii) 假如「本公司」因「失蹤」需作出「意外死亡」的賠償，「閣下」遺產的合法代表需向「本公司」提交一份簽署文件，承諾假如「閣下」其後被發現沒有死亡的話將向「本公司」退還賠償金額，「本公司」方會作出賠償。
(iii) 假如「閣下」蒙受「永久完全傷殘」，並由一名「醫生」作出證明。
- (b) **「盜竊引致的損傷」**
「本公司」就「閣下」因「盜竊引致的損傷」而招致的醫療費用所作的最高賠償為「承保表」內指定的金額。「承保表」內指定的「自付額」適用於每次索償。
- (c) **「櫃員機襲擊」**
「本公司」就每件「櫃員機襲擊」事故導致的「金錢損失」所作的最高賠償為「承保表」內指定的金額。「承保表」內指定的「自付額」適用於每次索償。
- (d) **「身份證明文件詐騙」**
「本公司」就「身份證明文件詐騙」的最高賠償為「承保表」內指定的金額。「承保表」內指定的「自付額」適用於每次索償。
- (e) **「個人物品」**
「本公司」就「意外」導致的「個人物品」損失或損毀所作的最高賠償為「承保表」內就每件物品指定的「投保額」。「承保表」內指定的「自付額」適用於每次索償。
「個人物品」的特別條款：
假若發生任何「個人物品」遺失、被盜或因第三方的蓄意行為而損毀的情況可能導致本章節4的索償的事件，須在發生有關事件的二十四(24)小時內通知當地警方或相應的當地執法人員，並須附上報告該損失的書面證明。如未能向「本公司」發出此項先決條款規定的通知或附上該書面證明，「本公司」恕不承擔本章節4的任何責任。
- 「手提電話」的特別條款：**
「本公司」將會就「閣下」的「手提電話」因「意外」損毀作出賠償，最高賠償為「承保表」所列之投保額。「承保表」內指定的「自付額」適用於每次索償。
- (f) **自選保障：「額外貴重物品」**
如已在「承保表」或以背書註明，「本公司」將保障「閣下」額外投保的「額外貴重物品」於世界任何地方因遭受「意外」而導致的任何損失或損毀，條件為「閣下」必須於「保單」的「生效日期」起計三十(30)日內向「本公司」就所投保的指定「額外貴重物品」作出申報。如「閣下」未能在指定時限內向「本公司」提供申報表格概述所需投保的「額外貴重物品」及提供所有必須證明文件，「本公司」毋須支付有關的「額外貴重物品」保障。「承保表」內指定的「自付額」適用於每次索償。

4.4 適用於第四部份的不保事項

除本「保單」第六部份所載適用於本「保單」所有部份的「一般不保事項」外，「本公司」不會就下列情況直接或間接引起的任何「意外」作出賠償：

- (a) **「個人意外」及「盜竊引致的損傷」：**
(i) 個人故意造成的損傷、自殺、刑事或非法行為、非為自衛作出的行為；或
(ii) 「閣下」受酒精中毒影響，包括在駕駛時血液酒精含量超出法律規定的限制，或受任何其他藥物影響，除非該等藥物是由「醫生」處方並根據「醫生」的意見服用的；或
(iii) 「閣下」參與任何「專業運動」；或
(iv) 「閣下」作為駕駛者及／或乘客參與任何汽車運動；或
(v) 「閣下」作為任何飛機的駕駛員或當值機艙服務人員，或參加任何飛行活動，包括熱氣球、降落傘及懸掛式滑翔運動，除非「閣下」是作為任何獲適當發牌飛機的乘客；或
(vi) 「既存醫療狀況」；或
(vii) 疾病、細菌或病毒感染，即使是因「意外」造成的感染，但因「意外」割傷或傷口或「意外」食物中毒直接引起的細菌感染除外；或
(viii) 性病感染或其導致或併發的任何情況；或
(ix) 先天狀況或畸形或其導致或併發的任何情況；或
(x) 老人科或老人精神科或精神科狀況、壓力、焦慮及抑鬱或其導致或併發的任何情況；或
(xi) 懷孕、分娩、小產或墮胎或其導致或併發的任何情況；或
(xii) 針灸治療。

「本公司」亦不就下列情況承擔責任：

- (i) 「閣下」或「閣下」的合法配偶未年滿十八(18)歲或超過六十五(65)歲；或
 - (ii) 「閣下」的子女未年滿一(1)歲或超過二十一(21)歲；或
 - (iii) 「閣下」的子女於「意外」發生時為已婚。
- (b) 「櫃員機襲擊」：
- (i) 「閣下」可向「提款咭」簽發機構索償的任何損失或損毀。
- (c) 「身份證明文件詐騙」：
- (i) 因以下情況導致的任何損失或損毀
 - (a) 「閣下」與「提款咭」簽發機構的契約協定；
 - (b) 「閣下」可向「提款咭」簽發機構提出索償；或
 - (c) 於「香港」境外招致的「法律費用」。
- (d) 「個人物品」及「額外貴重物品」：
- (i) 事發後十二(12)小時內沒有向執法機構正式報案的盜竊或搶劫所造成的任何損失或損毀。
 - (ii) 因以下情況導致的任何損失或損毀：
 - (a) 「閣下」將「個人物品」遺留在公眾地方而不予以看管，或「閣下」的「個人物品」從一座可讓公眾人士進入的大廈或其他物業被盜竊，除非：
 - 1. 使用暴力強行進出大廈並對大廈造成破壞；或
 - 2. 「閣下」的「個人物品」是貯存於一固定、上鎖的容器內，而該容器遭使用暴力強行開啟。
 - (b) 任何種類的配飾；或
 - (c) 有關損失、盜竊或損毀缺乏可歸因的實際知悉或可識別的事件。
 - (iii) 「手提電話」
「本公司」不會就下列情況作出賠償：
 - (a) 「手提電話」遺失；或
 - (b) 「手提電話」被盜；或
 - (c) 任何於「本保單」「生效日期」前的事件；
 - (d) 任何蓄意損毀之賠償；
 - (e) 未能為「閣下的」「手提電話」作出合理保護的任何索償，例如但不限於在不當的地方使用「閣下的」「手提電話」，如於沐浴時、使用重型器械時或存有危險的情況下使用「閣下的」「手提電話」。
 - (f) 因任何損耗或性能逐漸退化之索償。

第五部份 – 建築物保障

「承保表」內註明承保「建築物」保障，此保障方為適用。

5.1 保障

「本公司」將保障擁有該「物業」的「保單持有人」，及擁有該「建築物」之金錢權益的任何銀行或金融機構，惟閣下需通知「本公司」他們所擁有的權益，並佐以文件以證明。而根據本「保單」的條款，「本公司」將就「閣下」「物業」的「建築物」在「保險期」內因發生「意外」而造成的實質損失或損毀提供最高為「承保表」內註明「投保額」的保障。

5.2 「本公司」如何處理有效索償

- (a) 如「本公司」決定應支付本部份項下的索償，「本公司」將選擇：
 - (i) 修理或替換受損毀的「建築物」，或向「閣下」支付合理的修理或「替換成本」（惟在任何情況下，「本公司」的責任均不得超過「建築物」保障的「投保額」）；或
 - (ii) 向「閣下」支付「建築物」保障的最高「投保額」；減「承保表」內列明的「自付額」。
- (b) 對裝、套裝及部件
假如在本部份項下應賠償的損失或損毀的物件是對裝、套裝、系統、系列或更大型組件的一部份，「本公司」將只會按該損失或損毀物件本身佔整體對裝、套裝、系統、系列或更大型組件的價值作出賠償。「本公司」不會就該物件於構成對裝、套裝、系統、系列或更大型組件的一部份時可能擁有的任何特別價值或對餘下部份造成的任何貶值支付任何補貼。
- (c) 「本公司」將只對發生損失或損毀的房間、門廳或走廊內的牆壁、地板及天花的固定覆蓋物的受損部份作出賠償。

5.3 適用於第一部份的不保事項

除本「保單」第六部份所載適用於本「保單」所有部份的「一般不保事項」外，「本公司」亦不會賠償下列情況對「建築物」所造成的任何損失或損毀：

- (i) 欠佳的設計、建造、手工或使用有問題的物料及設備；
- (ii) 由「閣下」或「閣下」的僱員操作、使用或維修任何汽車、船隻或水上摩托；
- (iii) 正進行裝修或修葺；
- (iv) 沒有進行例行維修；
- (v) 「建築物」內的租戶或合法使用「建築物」的任何人士造成的惡意損壞；
- (vi) 「閣下」將「家居物品」遺留在「露天範圍」；
- (vii) 原因不明的失蹤或誤放；或
- (viii) 「建築物」無人居住超過連續九十(90)日。

5.4 額外保障及限制

租金損失：

如「閣下」作為業主根據正式租賃協議向第三方出租「建築物」期間，因發生本「保單」承保的「意外」而引致的損失或損毀而導致「建築物」不適宜居住並造成租金損失的，「本公司」將就此作出賠償，惟有關租金損失是不得根據租賃協議或其他保險被討回的。「本公司」的最高賠償額是六(6)個月租賃協議列明的實際租金及不高於港幣 50,000 元。

產權變更：

假如「閣下」訂立安排出售「建築物」，「本公司」將承保於「保險期」至完成出售「建築物」期間「建築物」發生的「意外」損失或損毀，惟有關損失或損毀是沒有以其他方式受保及「建築物」是沒有被空置的。

「家居裝修」：

「本公司」將自動對「閣下」「建築物」的「家居裝修」提供保障達「建築物」「投保額」的 25%。

第六部份 – 一般不保事項

除非另有指明，本部份的「一般不保事項」適用於「閣下」的整份「保單」。「閣下」的「保單」不保障：

- 6.1 「閣下」的財物因下列情況引致或以任何方式與下列情況相關的損失或損毀：
- (a) 損耗、生鏽、侵蝕、腐壞及貶值；
 - (b) 機械、電氣或電子故障，包括由於任何能源供應不正常（包括供率驟增）引致的故障，但由於電動摩打燒壞或任何其他指定事件引致的故障除外；
 - (c) 霉菌及大氣或氣候情況，但雨水、雨雪及冰雹除外；
 - (d) 家居動物；
 - (e) 害蟲、昆蟲或被雀鳥及其他野生動物啄穿、抓穿、咀嚼、進食或築巢；
 - (f) 清潔、修理、復原或修整任何物品的任何程序；
 - (g) 涉及使用熱力或化學品的任何程序；
 - (h) 租戶、房客、寄宿者、付租金的客人及他們的到訪者，由盜竊罪、盜竊、惡意破壞、故意破壞或蓄意或故意的行為而引起；
 - (i) 建築物、地基、牆壁或鋪築過的地面發生的下陷、收縮、震盪或膨脹；
 - (j) 欠佳手工、固有缺陷、設計錯誤或遺漏、結構缺陷及欠佳設計；
 - (k) 因損耗引致的牆壁、地板或屋頂滲水或滲漏；
 - (l) 樹木、灌木、植物及草的根部；
 - (m) 侵蝕；
 - (n) 霉、霉菌、真菌、黴菌毒素、軟腐病、乾腐病或細菌；及
 - (o) 疾病、冠狀病毒感染、廣泛地區流行的病及 / 或流行性感冒。
 - (p) 任何由「本公司」補償或支付的，直接、間接或分擔的損失或費用，將致使「本公司」違反經貿制裁規定或相關的任何法規或限制。
- 6.2 任何間接損失。
- 6.3 因戰爭、未宣佈的戰爭、叛亂、內戰、暴動、革命、侵略、軍事武力或個人的戰爭行為，或軍事目的之破壞或財產佔領所造成的損失或損毀或責任。
- 6.4 因任何政府或公共機關或其他機關的財產充公、破壞或扣押所造成的損失或損毀或責任，但與任何「暴亂」或「民事騷亂」相關者除外。
- 6.5 核子或輻射污染引起或造成的損失或損毀或責任。

- 6.6 因污染及移走因而產生的污染物而引起或與之相關的損失或損毀或責任。
- 6.7 因任何物件、器材、電腦或電腦軟件（包括但不限於韌體、數據及嵌入式晶片）未能正確識別、詮釋或處理任何數據或任何物件、器材或電腦軟件在未能正確識別、詮釋或處理任何數據後正確運作所引起的損失或損毀或責任。
- 6.8 「閣下」的「建築物」在進行任何建設、拆卸、裝修或維修的過程中「閣下」的財物發生的損失或損毀。
- 6.9 因電腦程式或給電腦的指示出現任何錯誤所引致或與之相關的損失或損毀或責任。
- 6.10 「閣下」或得「閣下」同意代表「閣下」行事的人士蓄意引致的損失或損毀或責任，包括因取去或挪用「家居物品」或「貴重物品」所造成的損失。
- 6.11 因送遞或郵寄時對物品造成的損失或損毀。
- 6.12 因山崩或下陷引致的地殼移動所造成或與之相關的損失或損毀，除非該等損失或損毀是在下列一項或多項事件的二十四(24)小時內發生的直接結果：
(a) 「風暴」、雨水或強風；
(b) 地震；
(c) 爆炸；及
(d) 固定管道或裝置的漏水。
- 6.13 石棉或石棉產品或任何含有石棉(不論石棉的形式或數量)的材料。
- 6.14 因「閣下」未能使用一切合理的途徑在任何損失或損毀發生前、發生時或發生後保護或維護受保的財物而引起或與之相關的損失或損毀或責任。
- 6.15 因下列情況而直接或間接引起、導致或與之相關的損失、損毀、成本或任何性質的開支；
(a) 任何「恐怖活動」；或
(b) 為控制、防止、鎮壓、報復或以任何方式回應或與「恐怖活動」有關而採取的任何行動，不管任何其他促成的原因或事件。
- 6.16 未能歸因為由本「保單」承保事件所造成或引致的任何損失或損毀。

第七部份 – 一般條件

本部份的條件適用於「閣下」的整份保單。

7.1 風險變動

在本「保單」開始後出現任何風險變動，「閣下」必須在知悉該等風險變動後即時書面通知「安達」。「閣下」必須通知「安達」的變動包括：

- (a) 「物業」變更；或
(b) 「物業」被空置超過連續三十(30)日；或
(c) 「閣下」不再持有「物業」的權益；或
(d) 佔用「物業」的性質或其他影響「物業」的情況出現變動，以致增加本「保單」項下承保的任何風險；或
(e) 「閣下」破產、受破產管理狀態、受管理狀態或被清盤。

假如「本公司」接納變更後的風險，「閣下」必須向「本公司」支付其要求的任何額外保費。

7.2 適用法律

本「保單」由香港特別行政區法律規管及解釋。

7.3 仲裁

假如「本公司」及「閣下」或其他有關人士因本「保單」的任何事宜發生爭議或分歧，當事人應根據「香港」《仲裁條例》第 609 章及自當事人未能解決彼此之間分歧起的三(3)個月內有關條例生效的任何法例修改或重新修訂，將有關爭議或分歧提交香港國際仲裁中心仲裁。

7.4 轉讓

未取得「本公司」的事先書面同意的情況下，「閣下」不得轉讓本「保單」或「閣下」於本「保單」項下的任何權利。

7.5 授權代表

「閣下」同意代表「閣下」填寫投保書的人士是獲授權代表「閣下」提供及收取資料。由「閣下」的授權代表採取或應已採取的行動應被視為「閣下」的作為或不作為。

7.6 註銷

- (a) 「閣下」可於任何時間聯絡「本公司」註銷本「保單」。「本公司」會按比例向「閣下」退還款項，惟退款受「承保表」內註明的最低保費要求所約束。但如「閣下」已提出索償而「本公司」已作出賠償，則「本公司」不會按比例向「閣下」退還款項。
- (b) 在「閣下」發生下列情況時，「本公司」可根據法律，於任何時間向「閣下」的存檔地址發出最少提前七(7)日的書面通知註銷本「保單」：
- (i) 「閣下」在簽訂本「保單」前向「本公司」作出虛假陳述；
 - (ii) 「閣下」未能遵守「閣下」的「披露義務」；
 - (iii) 「閣下」未能遵守「閣下」「保單」的規定，包括未能支付「保費」；
 - (iv) 「閣下」在本「保單」生效期間，就「閣下」的「保單」或任何其他「保單」作出欺詐性索償；
 - (v) 「閣下」未能根據「閣下」「保單」的要求通知「本公司」特定的作為或不作為；或
 - (vi) 「閣下」在「保險期」內未能告知「本公司」任何風險情況的變動。

如發生註銷的情況，「本公司」將即時向「閣下」按比例退還已付的「保費」。有關註銷不會影響在註銷生效前發生的任何索償，但如「本公司」已就索償作出賠償，則「本公司」不會按比例向「閣下」退還任何款項。

7.7 「保單」變更

「保單」內的任何變更必須經「安達」的書面同意後方可生效。除非「安達」書面同意作出豁免，否則本「保單」的任何部份不得被視為豁免。

7.8 文書上的錯誤

「本公司」造成的文書錯誤不得使生效的保險無效，亦不得使沒有生效的保險繼續生效。

7.9 遵守「保單」條文

未能遵守本「保單」所載的任何條文將使本「保單」項下的所有索償無效。

7.10 「本公司」承擔責任的先決條件

「本公司」就本「保單」項下的任何保障所承擔的責任嚴格以下列各項為條件（即先決條件）：

- (a) 「閣下」向「本公司」提供的陳述及資料的真實性；及
- (b) 「閣下」適當遵守及履行任何應由「閣下」作出或遵守的所有條款及條件。

7.11 貨幣

本「保單」項下的保費及保障以港元支付。

7.12 披露義務

在「閣下」與「本公司」簽訂「保單」前，「閣下」必須全面及如實地披露「閣下」知悉或應知悉的一切與「本公司」向「閣下」提供保險及「本公司」計算「保費」相關的事實。假如「閣下」未能作出披露，「本公司」有權註銷本保險，或拒絕支付「閣下」的索償，或「閣下」可能不能得到本「保單」的保障。

7.13 自付額

「閣下」必須就「閣下」根據「保單」提出的各項索償支付「承保表」或本「保單」內註明適用的任何「自付額」。「閣下」需在「安達」提出要求時支付「自付額」。
如任何事件引致的申索與本「保單」內多於一個保障部份有關，「閣下」必須支付最高的適用「自付額」。

7.14 詐騙

假如任何人士在「保單」項下提出的任何申索在任何方面是詐騙性的，或使用任何詐騙手段或方法以取得本「保單」項下的「保障」的，則「本公司」不會就該等索償承擔任何責任，以及「本公司」有權即時終止本「保單」。

7.15 性別

根據文意要求，本文件內使用的男性代名詞同時包括女性的涵義。

7.16 地理區域限制

除非另有註明，本「保單」提供的所有保障只涵蓋於香港特別行政區境內遭受的損失或損毀。

7.17 檢查及挽回物品

如「閣下」提出索償，「本公司」可檢查財物或物品。雖然「本公司」無義務管有任何受損毀的財物或物品，但「本公司」保留權利管有任何受損毀的財物或物品。

「本公司」以更換財物或物品或支付款項的方式就索償作出賠償後，「本公司」有權取得及保留任何被挽回或被討回的財物或物品。「本公司」可出售財物或物品及保留所得款項。

7.18 利息

「本公司」根據「保單」應付的任何金額不附任何利息。

7.19 釋義

本「保單」及「承保表」及所附的部份及任何修訂或背書應被視為同一份合同一併閱讀，於本「保單」或「承保表」的任何部份內附有特定涵義的任何用語或詞句應在其每次出現時均附有該特定的涵義。

7.20 虛假陳述

假如「閣下」作任何虛假陳述、錯誤描述、不披露或隱瞞任何情況的，而該等虛假陳述、錯誤描述、不披露或隱瞞是重大或與下列事項有關的，則本「保單」可被註銷：

- (a) 「閣下」的風險經驗及索償歷史；或
- (b) 「閣下」的保險記錄，包括以往被拒絕提供保險保障。

7.21 信託或轉讓及第三方權利通知

「本公司」不受任何信託、押記、留置權、轉讓或其他處理或與本「保單」有關的任何通知約束或影響。除非法律賦予任何權利，一名不屬於本「保單」當事人的人士不得享有執行本「保單」任何條款的權利。

7.22 其他保險

在法律許可的範圍內，如其他保險適用於受保的損失，「本公司」將只支付其他保險不保障的數額，並受本「保單」的賠償限額限制，除非其他保險以書面訂明該保險是「閣下」本「保單」所提供賠償的「自付額」。假如「閣下」根據「保單」提出索償，「閣下」必須通知「安達」任何其他可能保障該損失或損毀或「意外」的保險。

7.23 支付保障

「閣下」不能受多於一份「我的家居保險」保單保障。假如「閣下」受多於一份該「保單」保障，「本公司」將認為該人士由提供最高保障的「保單」所保障。如任何額外「保單」的保障是相同的，「本公司」將認為該

人士根據首份簽發的「保單」受保。「本公司」將註銷所有不獲認可的保單。「本公司」將退還任何重複繳付的保費（不附帶利息）。

7.24 支付索償

「閣下」一旦收到就本「保單」所支付的「保障」，在任何情況下應被視為「本公司」已就該「保障」履行最終及所有責任。

在「閣下」身故後，根據「保單」應向「閣下」支付的一切保障應付予「閣下」的遺產。

7.25 保費支付保證

- (a) 「閣下」必須於本「保單」的「生效日期」或「續保日期」當日或之前向「本公司」或使本「保單」生效的中介人（「中介人」）足額支付並由「本公司」或「中介人」實際足額收到到期支付的「保費」總額。
- (b) 如在「生效日期」或「續保日期」當日或之前「閣下」沒有足額支付及「本公司」或「中介人」沒有足額收到「保費」總額，本「保單」應被視為即時註銷，「本公司」毋須支付任何保障。在「保單」被視為已註銷的情況下，其後收到的任何付款將不具效力。
- (c) 如本「保單」有任何抵觸的條款（如有），應以本「保費支付保證」條款為準。

7.26 部份損失後的保單復效

當「本公司」根據「保單」賠償「家居物品」的部份損失或損毀的索償時，「投保額」將按每次索償的損失金額減少，且不得超過投保的總金額。「本公司」可自行選擇恢復「投保額」，並保留徵收額外保費的權利。

7.27 合理小心

「閣下」必須：

- (a) 採取所有合理措施使「保單」項下的一切受保財物保持良好狀況及進行妥善維修；
- (b) 採取一切合理的預防措施以防止或減少受本「保單」保障之損失、損毀、破壞、責任、補償、成本或開支；及
- (c) 遵守法律及任何機關施加的一切義務及規例。

7.28 「保單」續期

在「本公司」認為有需要的情況下，「本公司」有權於續保時修訂保費、保障範圍、條文及條款，本「保單」將在每一「續保日期」時自動續保一(1)年。如任何一方在任何「保險期」完結時不想繼續續保本「保單」，必須依據 7.6 註銷條款發出取消保單通知。

如任何一方均無發出該等通知，在下「閣下」於「續保日期」時繼續付「保費」的情況下，一份具有相同條款及細則的「保單」將由「續保日期」起自動生效一(1)年。

若「本公司」行使本保單授予「本公司」的拒絕續保或修訂保費、保障範圍、條文及條款的權利時，「本公司」會在「續保日期」的三十(30)天前通知「閣下」。

7.29 討回權利

如「本公司」就沒有承保的醫療索償批准賠償及 / 或作出賠償，「本公司」保留權利向「閣下」討回「本公司」就「閣下」入住醫院支付的總額。

7.30 代位權

如「安達」根據本「保單」作出賠償，「本公司」可代位取得「閣下」的一切分攤、賠償或追討的權利。未經「本公司」的事先書面同意，「閣下」不得放棄分攤、賠償或追討的任何權利或就分攤、賠償或追討的任何索償作出和解。「閣下」必須作出一切事情及簽署一切文件以使「本公司」能以「閣下」的名義就該等分攤、賠償或追討提出起訴。

如「閣下」與另一名人士或公司（該名人士或公司有責任向「閣下」賠償保險合同承保的任何損失或損毀）協定「閣下」不會向該名人士尋求討回該等損失或損毀，則「本公司」在法律許可的情況下不會就該等損失或損毀向「閣下」提供保障。

7.31 損失總額

如「本公司」就「閣下」的索償作出「損失總額」的賠償，則本「保單」提供的保障將會終止。

7.32 空置物業

如「閣下」的「物業」空置超過連續三十(30)日，本「保單」提供的保障將會停止，除非「閣下」已通知「本公司」有關事實，並已取得「本公司」的書面同意本「保單」可於該期限後延續。

7.33 經貿制裁

當經貿制裁規定或其他法規禁止「本公司」提供保險(包括但不限於支付理賠金)時，本保險將不適用。「保單」中的所有其他條款及條件則維持不變。

第八部份 – 索償

適用於所有部份的索償條件

「閣下」必須做的事：

在發生任何會引致或可能引致索償的任何損失或損毀或損傷時，或在發生任何會引致或可能引致第三部份「個人責任保障」索償的任何事件或事故時，「閣下」必須自費作出以下行動：

- (a) 採取所有合理的預防措施以避免進一步的損失或損毀或損傷；
- (b) 即時按本「保單」起首所列的地址及索償中心電話通知「本公司」；
- (c) 即時通知警方受本「保單」保障的任何財物的遺失、被竊或發生「惡意破壞或故意破壞」的事故；
- (d) 採取一切合理的預防措施以討回遺失或被竊的財物並減低索償；
- (e) 在未經「本公司」同意的情况下，不處置任何受損毀的財物；
- (f) 在未經「本公司」同意的情况下，不安排修理或替換任何與索償相關的任何受「保單」保障的財物；
- (g) 在十四(14)日內填妥及提交索償表格，並提供「本公司」就調查及核實索償之目的可能合理地要求的所有必須證明文件，包括但不限於：
 - (i) 損失或損毀或損傷的完整書面詳情；
 - (ii) 任何相關的收據、證明及其他所有權證明；
 - (iii) 所有有關損失或損毀財物的估值；
 - (iv) 所有法庭簽發的文件，包括任何申索陳述書、傳票、展開過程、交相申索或第三方通知；
 - (v) 如索償涉及「惡意破壞或故意破壞」或盜竊，則包括所有財物檢查報告及財物清單；
 - (vi) 從警方、運輸公司或其他機關取得有關「意外」、損失或損毀的報告；及
 - (vii) 「本公司」就評估索償所合理要求的所有醫療及其他證明及證據。
- (h) 即時向「本公司」提供所有顯示「閣下」被提出或「閣下」可能被提出索償的所有文件（包括但不限於通信、任何函件或付款要求書或投訴書、任何令狀或法庭文件、任何傳召出庭令或任何正式的法律文件）；
- (i) 在未取得「本公司」的事先書面同意前，不就任何針對「閣下」的索償承認責任、提出同意和解或支付任何金額以達成和解；及
- (j) 就任何針對「閣下」的索償協助「本公司」提出抗辯。

在「閣下」就「意外受傷」提出索償後，「本公司」可能在合理需要時要求「閣下」進行醫療檢查，費用由「本公司」承擔。「本公司」亦會在合理需要時安排驗屍。

如「閣下」未能在指定時限內向「本公司」作出通知，但「閣下」可向「本公司」滿意地顯示「閣下」已盡合理可能盡早作出通知（連同證明文件及資料），則未能按時通知「本公司」的情況不應使索償失效，惟「閣下」必須在發生任何損失、損壞或損傷的六十(60)日內，或「閣下」首次發現發生符合本「保單」第三部份（「個人責任保障」）針對「閣下」的潛在索償時，以及不遲於「保險期」結束後的三十(30)日內作出有關通知。

個人資料收集聲明

安達保險香港有限公司（「我們」）竭力確保保單持有人及/或受保人（「閣下」）對我們在收集個人資料方面的信心，我們於處理任何已收集的個人資料均會採取適當的保密程度及以處理私隱手法採用資料。

本個人資料收集聲明陳述我們收集及利用由閣下提供以識別閣下個人的資料（「個人資料」）的目的、個人資料可能被公開的情況及閣下有權要求查閱及更改個人資料的詳情。

(a) 收集個人資料的目的

我們收集及使用閣下個人資料的目的，是為了向閣下提供具優勢的保險產品及服務，包括用作考慮閣下投保任何新的保險產品，及管理由我們提供的保單，安排保障，及執行和管理閣下及我們在該等保障下的權利及責任。同時，我們亦會收集及使用閣下個人資料以設計及識別能吸引閣下的產品及服務，進行市場或顧客滿意度調查，及發展、建立及管理與其他機構就宣傳推廣、行政及使用我們相應的產品及服務的聯盟及其他計劃。在閣下的同意下我們亦可能使用閣下的個人資料作其他用途。

(b) 直接促銷

只會在得到閣下的同意，我們會使用閣下的聯絡資料、人口統計資料、保單資料及繳費資料透過郵寄、電郵、電話或 SMS 短訊方式聯絡閣下以便提供有關我們的保險產品的宣傳推廣。如閣下不希望接收到我們的宣傳推廣，請於下列方格內加上「✓」。

(c) 個人資料的轉讓

個人資料將予以保密，而我們亦絕對不會將閣下的個人資料售賣給第三者。我們會對公開閣下個人資料作出限定；但在任何適用的法例條文下，閣下的個人資料可能：

- (i) 會被透露予我們相信必須達成以上第 a 及第 b 段所述目的之第三者。例如：我們把閣下的個人資料提供予我們相關的員工及承辦商、代理及其他涉及以上目的之人士，如處理數據的人士、專業人士、損失評估人員及索償調查員、醫生及其他醫療服務提供者、緊急支援服務提供者、保險局或信貸局、政府機構、分保人及分保經紀（當中可能包括在香港以外的第三方）；
- (ii) 會給我們的母公司及附屬聯營公司或安達在本地及海外的相關人員使用；
- (iii) 會提供予保險中介人，閣下可以透過指定系統查閱有關資料；
- (iv) 會給予有關人士以維持公眾安全及法紀；及
- (v) 在閣下同意下提供予其他第三者。

就以上個人資料的轉移，如有適用的地方，則代表閣下亦同意該資料在香港以外地方轉移。

(d) 查閱及更改個人資料

根據個人資料(私隱)條例，閣下有權要求查閱及更改曾給予我們的資料，另除非在個人資料(私隱)條例下有適用的豁免條款賦予我們可拒絕遵從，否則我們必須按閣下的要求，給閣下查閱及更改本身的個人資料。閣下亦可向我們要求提供持有閣下個人資料的類別。

翻查或更改個人資料的要求，必須透過書面提出及郵寄致：

安達個人資料私隱主任
香港鰂魚涌英皇道 979 號
太古坊一座 39 樓
電話 +852 3191 6222
傳真 +852 2519 3233
電郵 Privacy.HK@chubb.com

在我們收到閣下查閱或更改資料的要求後，會在四十(40)天內予以回覆該項要求，我們一般將不會收取任何費用；但即使我們在提供資料時需徵收費用，它們也會在合理的水平。至於更改資料的要求，則不會收取任何費用。

About Chubb in Hong Kong

Chubb is the world's largest publicly traded property and casualty insurer. With both general and life insurance operations, Chubb has been present in Hong Kong for more than 90 years via acquisitions by its predecessor companies. Its general insurance operation in Hong Kong (Chubb Insurance Hong Kong Limited) is a niche and specialist general insurer. The company's product offerings include Property, Casualty, Marine, as well as Accident & Health programs for large corporates, mid-sized commercial and small business customers. Over the years, it has established strong client relationships by offering responsive service, developing innovative products and providing market leadership built on financial strength.

More information can be found at www.chubb.com/hk.

Contact Us

Chubb Insurance Hong Kong Limited
39/F, One Taikoo Place
979 King's Road
Quarry Bay, Hong Kong
O +852 3191 6800
F +852 2560 3565
www.chubb.com/hk

關於安達香港

安達為全球最大的財產及責任保險公開上市公司。安達經營一般保險及人壽保險業務，透過收購其前身公司，已立足香港超過 90 年。安達香港的一般保險業務 (安達保險香港有限公司) 為大型及中小企業客戶提供注重在特定領域的保險產品，包括財產、責任、水險和意外及醫療保險服務。多年來，公司憑著其雄厚實力，在具有市場領導地位上致力於開創新產品，提供優質服務，並且建立穩健的客戶關係，與時並進。

如欲獲取更多資料可瀏覽
www.chubb.com/hk。

聯絡我們

安達保險香港有限公司
香港鰂魚涌英皇道 979 號
太古坊一座 39 樓
電話 +852 3191 6800
傳真 +852 2560 3565
www.chubb.com/hk

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MyHomeGuard Policy Wording. Published 08/2019.
我的家居保險保單條款，08/2019 編印。

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