In-Style' Home Protection Policy





QBE Hongkong & Shanghai Insurance Ltd. 昆 士 蘭 聯 保 保 險 有 限 公 司

A Member of the Worldwide QBE Insurance Group 澳洲昆士蘭保險集團成員

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24 Hours Home Assistance Hotline 24小時家居支援熱線: (852) 2861 9249

The 'In-Style' Home Protection Policy's application form and declaration signed by the Insured together with any information supplied by or on behalf of the Insured are the basis of the Policy.

In consideration of the payment of the premium specified in the Schedule the Company undertakes and agrees, subject to the terms, exclusions and conditions specified in the Policy, to indemnify the Insured to the extent and in the manner hereinafter provided in the respective sections specified to be operative in the Schedule in respect of events occurring during the Period of Insurance specified in the Schedule.

GENERAL DEFINITIONS (applicable to all Sections)

The Company : means QBE Hongkong & Shanghai Insurance Ltd.

Insured : means the person named as the Insured in the Schedule.

Period of Insurance: means the period as shown in the Schedule during which the Company provides insurance cover and any following period

for which the renewal premium has been accepted.

Policy : means the documents consisting of a copy of Insured's application form, policy wording, Schedule and endorsements.

: means the sheets attached to the Policy which set out the

details of the insurance contract and the sections that are operative.

Home : means the private dwelling in Hong Kong occupied by the

Insured at the Situation shown in the Schedule.

Situation : means the location specified in the Schedule.

Insured's Family : means the Insured's spouse, children and parents normally

residing with the Insured.

Valuables : mean items composed of gold, silver, precious metals or

precious stones, jewellery, watches, photographic equipment, binoculars, furs, curios and works of art belonging to the

Insured or Insured's Family.

Personal Effects : mean articles of personal use specifically designed to be worn

or carried, belonging to the Insured or Insured's Family.

Loss : means physical loss, destruction or damage insured under

this Policy.

SECTION 1 - HOME CONTENTS "ALL RISKS" INSURANCE

COVER

Schedule

The Company will cover the Insured against unforeseen and sudden Loss to the Insured's Contents during the Period of Insurance subject to the following claims settlement basis:

- Settlement of claims may be made by payment or at the Company's option by reinstatement or repair. Unless otherwise stated in the Schedule, the Company will not pay more than (a) HK\$10,000 for any one piece, pair or set of Valuables subject to an aggregate limit of HK\$150,000 during the Period of Insurance and (b) HK\$50,000 per article for any other item of Contents.
- 2. Where an insured item consists of articles in a pair or set, the Company will not pay more than the value of any particular part or parts which may be Lost, without reference to any special value which such article or articles may have as part of such pair or set, nor more than a proportionate part of the insured value of the pair or set.
- The Company will pay full replacement or repair cost for furniture, furnishings and home appliances, if not more than 10 years old.
- If the insured property is older or different from that mentioned above the Company will repair or pay the Insured the value of the article at the time of the Loss.
- The Company does not have to repair or replace the Insured's Contents exactly as they were but will ensure that they are reasonably comparable with their original condition as long as it is practicable to do so.

LIMIT OF INDEMNITY

The Company will pay in maximum up to the amount of the sum insured as stated in the Schedule in respect of each Loss.

AUTOMATIC REINSTATEMENT

Following a claim under this section the sum insured will be automatically reinstated to the amount which applies prior to occurring of the Loss.

EXTENSIONS

Alternative accommodation

In the event of the Home being rendered uninhabitable due to accidental Loss, the Company will pay the rental cost incurred for reasonable temporary accommodation as long as it is reasonably required for the reinstatement of it.

Any claim payment will not be more than HK\$1,500 per day and in aggregate HK\$50,000 during the Period of Insurance.

2. Loss of Contents temporarily removed from Home

The Company will pay for the Loss of Contents whilst temporarily removed from the Home for the purpose of professional cleaning, repair or renovation, subject to a limit of HK\$10,000 per item and HK\$50,000 in aggregate during the Period of Insurance.

Provided that the insurance cover of this extension shall not apply to Valuables.

3. Loss of Personal Effects in the Insured's workplace

The Company will pay for the Loss of Personal Effects kept in the Insured's usual workplace up to an amount of HK\$2,500 any one period of insurance. A notice of the Loss to the police will be necessary in the event of a claim.

4. Loss of Money and unauthorized use of Credit Cards

The Company will indemnify the Insured and / or the Insured's spouse against (a) Loss of Money and / or (b) loss due to unauthorized use of Credit Cards resulting from theft, burglary and robbery at Home PROVIDED THAT the aggregate payable for benefits (a) and (b) will not be more than HK\$1,000 in aggregate during the Period of Insurance and report be made within 24 hours after discovery of the Loss to the police and, for loss due to unauthorized use, additionally to the issuer of the Credit Cards.

5. Damage to frozen food

The Company will pay the cost of replacing food which is spoilt in the Insured's freezer unit caused by:

- (a) accidental breakdown of the freezer unit which is less than 5 years old;
 or
- (b) accidental failure of electricity supply provided that such failure is not caused by the deliberate act of the supply authority or its employees.

Any claim payment will not be more than HK\$5,000 any one loss and in aggregate during the Period of Insurance.

6. Fatal accidents

The Company will pay for the death of the Insured and / or the Insured's spouse each HK\$50,000 to his / her / their legal personal representatives as the case may be in the event of death occurring within 3 calendar months resulting from an injury caused by fire or thieves at Home, subject to a maximum of HK\$100,000 during the Period of Insurance.

7. Burglary / Robbery injury allowance

In the event of the Insured or the Insured's spouse sustaining injury caused by burglars or robbers at Home, the Company will pay the Medical Expenses actually incurred as a result of such injury up to a limit of HK\$5,000 each injured person any one loss and in aggregate during the Period of Insurance.

Damaged locks and keys

The Company will pay the reasonable cost incurred for the replacement and installation of window and external door locks and / or keys of Home with



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Placing through Sun Flower Insurance Agency Limited
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Thank you for considering Sun Flower to be one of your selected intermediaries.

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

items that are similar but not better, following Loss of keys or locks due to burglary or any attempt thereat subject to a maximum of HK\$2,500 during the Period of Insurance.

9. Domestic Servant's properties

The Company will cover the Insured's domestic servant's properties located in the Insured's Home against unforeseen and sudden Loss up to HK\$500 per item and HK\$2,500 in aggregate during the Period of Insurance.

24-HOUR HOME ASSISTANCE SERVICES

In case of the following events, Inter Partner Assistance Hong Kong Limited (hereinafter referred to as "IPA") will provide free referral services:

- registered electrician to effect immediate repair in case of malfunction of any electrical home appliance at Home;
- (b) licensed plumber to effect immediate repair in case of clogging bursting or overflowing of water supply system at Home;
- (c) locksmith to effect immediate access in case the Insured is accidentally locked out of his Home;
- (d) arrange a house call by a duly registered doctor or an appointment with a dental practitioner at Home.

All costs incurred in using the above services will be at the Insured's expenses and at his own discretion. The Company is not liable for any loss arising from the use of such services.

The Insured shall call IPA's alarm center in Hong Kong on 2861 9249 and should state:

- (1) his name, policy number and the address of his Home,
- (2) the telephone number where IPA can reach him or his representative and,
- (3) a brief description of the situation and the nature of help required.

EXCESS (applicable to Section 1 but not its Extensions)

The Company shall not be liable for the first HK\$250 each and every claim.

DEFINITIONS

Contents : shall mean furniture, fixtures, fittings household and personal effects the property of the Insured or any member of his family

normally residing with him including interior decorations and improvements made to the Buildings by the Insured.

Credit Cards : mean any credit card, charge card or cash card belonging to

the Insured or the Insured's spouse.

Money : means cash, bank and currency notes, cheques, postal orders, money orders, crossed banker's drafts, current postage stamps,

securities and travel tickets, all belonging to the Insured or for which the Insured has accepted responsibility and all held for

personal purposes.

Medical Expenses: mean expenses (after deduction of any sum recovered or

recoverable from all other sources) reasonably and necessarily incurred within 365 days of sustaining injury and paid by the Insured to a legally qualified and registered medical practitioner, dentist, registered nurse or hospital for medical, surgery, diagnostic or other remedial attention or treatment, including the costs of prescribed medical supplies and ambulance hire, but excluding the cost of dental treatment unless such treatment

is for injury to sound and natural teeth.

EXCLUSIONS

The Company will not indemnify the Insured in respect of:

1. Loss of

- motor vehicles, motorcycles, caravans, trailers or their spare parts and accessories on them:
- aircraft or any aerial or spatial devices and their accessories and spare parts;
- boats or outboard motors or their spare parts and accessories;
- any part of the structures of the Insured's Home;
- plants or living creatures;
- contact or corneal lenses;

- hand-held mobile phones and pagers;
- food or drinks, except as provided under Extension 5;
- property held in trust or on commission unless specifically mentioned as insured by this policy;
- property held for business or professional purposes;
- property normally at some place other than Home;
- property contained in or on verandas, balconies, patios, terraces, forecourts, garages and in the open;
- landlord's fixtures and fittings;
- computer softwares;
- sports equipment while in use;
- glass, crystal, porcelain, earthenware, stone or any fragile item for more than HK\$5,000 per article and in aggregate during the Period of Insurance.

Loss caused

- by washing, cleaning, dyeing, alteration, restoration, repair, maintenance, moth or vermin;
- by confiscation seizure or detention by Custom or other officials;
- directly or indirectly by the failure or interruption of any gas, water or electricity service or supply except for Extension 5;
- to films, tapes, cassettes, cartridges, discs or diskettes other than for their value as unused material, when the Company will pay up to the maker's latest list price;
- by domestic animals which the Insured owns or are in the Insured's care custody or control;
- by misuse or use contrary to manufacturer's instructions;
- by disappearance or shortage not identifiable with any specific occurrence;
- by seepage of water.
- 3. wear and tear, depreciation, deterioration, insects, damp, rust, rot, corrosion, the action of light or atmosphere, or any other gradual operating cause.
- 4. mechanical or electrical breakdown or derangement.
- electrical breakdown including burning out to televisions sets, microwave ovens or electronic equipment.
- 6. inherent fault or defective workmanship, material or design.
- 7. scratching or denting.
- 8. costs and the associated expenses for rectifying the damaged pipes.
- 9. Loss to property despatched under a contract of affreightment or by post.
- 10. Loss at Home whilst it remains unoccupied for more than 60 consecutive days.
- 11. consequential loss or damage of any kind.

SECTION 2 - OCCUPIER'S AND PERSONAL LIABILITY INSURANCE

COVER

The Company will indemnify the Insured and the Insured's Family in respect of all sums which the Insured will become legally liable to pay as damages in respect of:

- (a) Bodily Injury
- (b) Property Damage

happening in the Situation or within the Geographical Area during the Period of Insurance caused by an Occurrence.

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

LIMIT OF LIABILITY

The maximum liability of the Company in respect of any claim or series of claim for Bodily Injury and / or Property Damage caused by or arising out of one Occurrence and in aggregate shall not exceed HK\$5,000,000 during the Period of Insurance

In respect of any one Occurrence to which this Policy applies, the Company will also pay



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

Provided that

- the Company shall not be obliged to pay any claim or judgement or to defend (a) any suit after the LIMIT OF LIABILITY has been exhausted by payment of iudgements or settlements:
- if a payment exceeds the LIMIT OF LIABILITY has to be made to dispose of a claim, the Company's liability to pay any legal costs and expenses in connection therewith shall be limited to such proportion of the legal costs and expenses as the LIMIT OF LIABILITY bears to the amount paid to dispose of the claim.

The Company may at any time pay to the Insured in respect of all claims against the Insured arising directly or indirectly from one source or original cause the amount of the LIMIT OF LIABILITY or such other limit specified thereof (after deduction of any sum or sums already paid as compensation in respect thereof), or any lesser sum for which the claim or claims can be settled and upon such payment the Company shall relinquish conduct or control of and be under no further liability under the Policy in connection with such claims except for costs, charges and expenses:

- recoverable from the Insured for all or part of the period prior to the date of such payment;
- (b) incurred by the Company:
- incurred by the Insured with the written consent of the Company prior to the date of such payment.

EXTENSIONS

Overseas journey - The indemnity provided by this section shall extend to include the liability arising from overseas journeys undertaken by the Insured and the Insured's Family provided that no one such journey shall exceed sixty consecutive days. PROVIDED ALSO THAT in respect of such overseas journey, the sum payable under this section by the Company, including all law costs and expenses, shall not exceed the LIMIT OF LIABILITY.

JURISDICTION CLAUSE

The indemnity provided by this Policy shall not apply in respect of judgements which are not in the first instance delivered by or obtained from a court of competent jurisdiction within Hong Kong nor to orders obtained in the said court for the enforcement of judgements made outside Hong Kong whether by way of reciprocal agreement or otherwise.

DEFINITIONS

Occurrence

: means an event, including continuous or repeated exposure to substantially the same general conditions which results in Bodily Injury and / or Property Damage, neither expected nor intended from the standpoint of the Insured.

Bodily Injury

: means bodily injury, sickness or disease sustained by any person which occurs during the Period of Insurance, including

death at any time resulting therefrom.

Property Damage : means (1) physical injury to or destruction of tangible property which occurs during the Period of Insurance, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an

Occurrence during the Period of Insurance.

Pollutants

: mean any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

Geographical Area: means the territory of Hong Kong.

EXCLUSIONS

This Policy does not cover liability in respect of:

- Bodily Injury to the Insured or the Insured's Family or any person in the service of the Insured.
- Bodily Injury or Property Damage caused by or arising in connection with the ownership, possession or use by or on behalf of the Insured or any person entitled to indemnity of:
 - any mechanically propelled vehicle or trailer attached thereto licensed for road use or for which a certificate of motor insurance is required but this exclusion does not apply to legal liability arising out of:

- the use of plant as a tool of trade on any site where the Insured is undertaking work and where compulsory insurance or security in respect of legal liability to third parties is not required by any legislation governing the use of motor vehicles;
- the use of plant at the premises of the Insured;
- the loading or unloading of any vehicle beyond the limit of any carriageway or thoroughfare.
- any aircraft or other aerial device; b)
- c) any hovercraft;
- any water-borne craft (other than hand-propelled or sailing craft up to 6 metres in length in inland or territorial waters);
- 3. Property Damage caused by foul berthing or foul mooring.
- 4. any claim arising under any Employees' Compensation Law.
- Property Damage to property owned by or held in trust by or in the care, custody or control of the Insured.
- 6. Property Damage to any land structure building or property due or alleged to be due to vibration or subsidence or the removal or weakening of or interference with support of such land structure building or property or liability arising in consequence of such damage.
- claims arising from the ownership, occupation or use of any land or building other than the Insured's Home specified in the Schedule.
- liability assumed by the Insured by agreement unless such liability would have attached in the absence of such agreement.
- the exercise of any trade profession or employment other than the employment of domestic servants in the Insured's service.
- 10. the use of any horse for hunting, racing or polo.
- the ownership, use or possession of any animal other than domestic dog or 11.
- claims arising from wilful acts of the Insured or Insured's Family or domestic 12. servant
- Bodily Injury and / or Property Damage caused by or arising out of the 13. discharge, dispersal, release or escape of Pollutants into or upon land, the atmosphere, or any water course or body of water. Provided this exclusion does not apply if such discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place;
 - any cost and expense incurred in the prevention, removing, nullifying or clean-up of such contamination or pollution. Provided this exclusion does not apply to clean-up, removal or nullifying expenses, which are consequent upon a sudden, identifiable, unexpected, unintended happening takes place in its entirety at a specific time and place which results in Bodily Injury and / or Property Damage.
- punitive damages and / or exemplary damages and / or aggravated damages & / or any additional damages resulting from the multiplication of compensatory damages.
- Bodily Injury and / or Property Damage directly or indirectly caused by or arising from:
 - mining, processing, transportation, distribution and / or storage of
 - manufacture of asbestos products or processing of materials containing asbestos:
 - any process of decontamination, treatment, removal or control of asbestos.

but applying only to those claims arising in consequence of inhalation of asbestos fibre or Property Damage due to the presence of asbestos in respect of (a) to (c).

- fines, penalties or liquidated damages.
- 17. work performed on offshore gas and oil platforms.

GENERAL EXCLUSIONS (applicable to all Sections)

The Company will not be liable to in respect of:

Loss, expenses, liability or Bodily Injury occasioned by or happening through or in consequence directly or indirectly of:



- a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
- mutiny, military or popular rising, insurrection, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege;
- c) confiscation, commandeering, requisition or destruction of or damage to
 property insured by order of the Government de jure or de facto or any
 public, municipal or local authority of the country or area in which the
 Home is situated.
- Loss, expenses, liability or Bodily Injury directly or indirectly caused by or arising from or in consequence of or contributed to by:
 - a) nuclear weapons material;
 - ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, solely for the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission.
- settling or cracking of land resulting from earth movements or underground water pressure.
- 4. consequential loss or damage of any kind.

GENERAL CONDITIONS (applicable to all Sections)

- This Policy, Schedule, memoranda and endorsements hereto shall be read together as one document and any word or expression to which a specific meaning has been attached in any part of the Policy, Schedule, memoranda or endorsements hereto shall bear such meaning whenever it may appear.
- The Insured shall exercise all reasonable precautions for maintenance and safety of the property insured.
- The Insured must not cause or facilitate Loss to the insured property or liability by any reckless or wilful act.
- 4. In the event of any occurrence which may give rise to a claim under this Policy, the Insured or his legal personal representative shall notify the Company immediately in writing and:
 - a) for claims under Section 1, the Insured must:
 - at the Insured's expense provide the Company with all certified information and evidence as the Company may request,
 - ii) notify the police immediately of any loss by deception, theft, malicious acts or riot and civil commotion.
 - o) for claims under Section 2, the Insured must
 - i) send to the Company any writ, summons or other legal process issued or commenced against the Insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings,
 - advise the Company immediately the Insured has knowledge of any impending prosecution inquest or fatal inquiry,
 - iii) not make any admission, offer or promise of payment without consent of the Company and the Company shall be entitled if it so desires to take over and conduct in the Insured's name the defence or settlement or handling of any claim and the Insured shall give all such information and assistance as the Company may require.
 - c) for Bodily Injury claims under Section 1, the Insured must:
 - forward at the Insured's own expense all certificates and information required by the Company,
 - submit medical examination as often as required by the Company at its expense.
 - iii) give the Company all such information as the Company may reasonable require.
- The Company will be entitled:
 - a) on the happening of any Loss for which indemnity is provided under Section 1 to enter any building where the Loss has happened and to take and keep possession of the property insured and to deal with the salvage in reasonable manner and this Policy, or any copy thereof certified by the Company, shall be proof of leave and license for such purpose but no property may be abandoned to the Company;
 - to undertake in the name and on behalf of the Insured the absolute conduct, control and settlement of any proceedings instituted by a third party against the Insured or the Insured's legal personal representative in respect of any liability covered by this Policy;

- to take proceedings at its own expense and for its own benefit, but in the name of the Insured to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy.
- 6. If at any time of any happening giving rise to any Loss, expense or liability for which indemnity is provided under this Policy, there shall be any other insurance against such Loss, expense or liability or any part thereof the Company shall not be liable for more than its rateable proportion thereof.
- If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or device is used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, all benefits hereunder shall be forfeited.
- 8. This Policy may be cancelled at any time at the request of the Insured in writing to the Company and the premium will be adjusted on the basis of the Company receiving or retaining the customary short-term premium or minimum premium. The Policy may also be cancelled by the Company giving seven days' notice in writing to the Insured at his last known address and the premium will be adjusted on the basis of the Company receiving or retaining pro rata premium.
- Before renewing this Policy the Insured shall give written notice to the Company
 of any material fact affecting this insurance which has come to the Insured's
 notice during the preceding Period of Insurance.
- 10. This Policy is not assignable and the Company shall not be affected by notice of any trust charge lien assignment or other dealing with this Policy. The receipt of the Insured or of his legal personal representatives shall in all cases be an effectual discharge to the Company.
- 11. In this Policy and where the context permits, words importing the singular only also include the plural and vice versa and words importing the masculine gender only also include the feminine and vice versa.
- 12. If any difference shall arise as to the amount to be paid under this Policy such difference shall be determined by arbitration in Hong Kong in accordance with the prevailing Arbitration Ordinance. If the parties fail to agree upon the choice of arbitrators or umpires, then the choice shall be referred to the Chairman for the time being of the Hongkong International Arbitration Centre. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained.
- 13. This Policy is subject to the jurisdiction of Hong Kong and is to be construed in accordance with the laws of Hong Kong.

Personal Information Collection Statement 收集個人資料聲明

The information you provide to us is collected to enable us to carry on insurance business and may be used for the purpose of any insurance or financial related product or service or any alterations, variations, cancellation or renewal of such product or service; any claim or investigation or analysis of such claim; and exercising any right of subrogation, and may be transferred to 1) any related company or any other company carrying on insurance or reinsurance related business or an intermediary or a claims or investigation or other service provider providing services relevant to insurance business for any of the above or related purposes; 2) any association, federation or similar organization of insurance companies ("Federation") that exists or is formed from time to time for any of the above or related purposes or to enable the Federation to carry out its regulatory functions or such other functions that may be assigned to the Federation from time to time and are reasonably required in the interest of the insurance industry or any member(s) of the Federation, and 3) any members of the Federation by the Federation for any of the above or related purposes.

Moreover, we are hereby authorized to obtain access to and / or to verify any of your data with the information collected by the Federation from the insurance industry. You have the right to obtain access to and to request correction of any personal information concerning yourself held by us. Requests for such access can be made in writing to the General Administration Officer, QBE Hongkong & Shanghai Insurance Ltd., 17/F, Warwick House, West Wing, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong (Telephone: 2877 8488, Fax: 3607 0300)

閣下提供的資料,為本公司提供保險業務所需,並可能使用於:任何與保險或財務有關的產品或服務,或該等產品或服務的任何更改、變更、取消、或續期;或任何索價,或該等索價的調查或分析;或行使任何代位權之用。以上資料,及可能移轉予:1)任何有關的公司,或任何其他從事與保險或再保險業務有關的公司、或與保險業務有關的中介人或索價或調查或其他服務提供者,以達到任何上述或有關目的;2)現存或不時成立的任何保險公司協會或聯會或類同組織(聯會),以達到任何上述或有關目的,或以便聯會執行其監管職能,或其他基於保險業或任何聯會會員的利益而不時在合理要求下賦予聯會的職能,及 3)或透過聯會移保險業內收集的資料全質因及「或核對關下任何資料。閣下有權查閱及要求更正由本公司持有預關下的個人資料。如有需要查閱,可用書面寄香港鰂魚涌英皇道979號太古坊和域大廈西翼17樓(電話:2877 8488,圖文傳真:3607 0300)向本公司行政事務主任提出。

UWD.PHMP.V1-1.4.81

