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

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# Home Deluxe Insurance Policy

Here is your new insurance Policy. Please examine it together with the Schedule, to make sure that you have the protection you need.

It is important that the Policy, the Schedule and any amendments are read together to avoid misunderstandings.

Almost certainly your needs will change. If they do, please let us know - your Policy is designed for easy amendment or extension.

## How Your Insurance Operates

Your Home Deluxe Insurance Policy is a contract between us, the Company, and you, our Insured named in the Schedule. The application form, declaration and information given is the basis of this contract.

In consideration of your paying to us the required Premium, we agree to indemnify you in the manner and to the extent provided for in the respective Sections specified in the Schedule, in respect of events occurring during the Period of Insurance, or any subsequent period for which you pay and we accept the required Premium.

## Our Promise of Service

We wish to provide you with a high standard of service and to meet any claims covered by this Policy honestly, fairly and promptly. Should you have any reason to believe that we have not done so, please contact your broker or agent. If you do not use the services of a professional intermediary please contact, preferably in writing, our Business Manager. He has wide authority and will be ready to help you with your problems.

## A Guide to your Home Deluxe Insurance Policy

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## Definition of words

At the beginning of each Section of your Policy certain words have been defined. These have the same meaning wherever they are used in the Policy or Schedule and are highlighted in the Policy by being shown in bold print, e.g. **Buildings**, **Contents**, etc.

**IMPORTANT** - Please read this Policy carefully upon receipt and promptly request for any necessary amendments.



## General Conditions (which apply to the whole Policy)

The conditions which appear in the Policy or in any Endorsement are part of the contract and must be complied with. They are where their nature permits conditions precedent to the right to recover from us.

1. The Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure of any material fact.
2. You must take all reasonable steps to safeguard against accident, injury, illness, disease, loss or damage, including in particular:
  - the securing of all doors, windows and other means of entrance,
  - the prevention of bodily injury and loss of or damage to the property by others,
  - at all times acting with due care and attention *as if the Policy were not in force*,
  - complying with all statutory obligations.
3. You must notify us immediately if:
  - there is any change of address of your permanent residence,
  - your **Home** is loaned or let while you and your **Household** are living elsewhere for more than 60 consecutive days,
  - any change shall be made in your premises, or the duties of any Insured Person whereby the risk of loss, damage or accident is increased,
  - your interest ceases, unless the cessation is brought about by will or operation of law,
  - you are declared bankrupt.
4. You must comply with the Additional Conditions described in Section 4 - Personal Accident - if this has been selected.
5. Average (Underinsurance) - applicable to Sections 1, 2 and 5  
If at the time of damage, the Property Insured be collectively of greater value than the sum insured thereon, the Insured shall bear a share of the damage corresponding directly to the proportion of underinsurance. Every item, if more than one, of the Property Insured shall be separately subject to this condition.
6. You may cancel this Policy at any time by letter. We may cancel your Policy or any Section by sending seven days' notice by recorded delivery letter or registered letter to your last known address. Any return of premium will depend on how long the Policy has been in force and whether any claims have been made.

## Claims Conditions (which apply to the whole Policy)

We will act in good faith in all our dealings with you. Equally, the payment of claims is dependent on:

### Your own observance of the following:

1. Notifying us immediately if any event occurs which may give rise to a claim under this Policy. You must not make any admission of liability, or any offer, promise or payment without our written consent.
2. Reporting in writing to us as soon as reasonably possible, full details of any incident which may result in a claim under this Policy, and taking all reasonable action to minimise any loss or damage.
3. Forwarding to us immediately upon receipt, every writ, summons, legal process or other communication in connection with the claim.
4. Notifying us immediately if you have any knowledge of any impending prosecution, inquest or fatal accident inquiry in connection with any occurrence which may give rise to a claim.
5. Giving all necessary information and assistance that we may require, including written details of the claim you wish to make, and all relevant supporting documents, at your expense or at the expense of any claimant in the form and nature required.
6. Not abandoning any property to us.
7. Notifying the police as soon as reasonably possible of:
  - the fact that any insured property has been lost outside your **Home**,
  - loss or damage caused by theft, rioters or malicious persons.You may also have an obligation to notify the police in certain circumstances if you are involved in a road accident.
8. You or anyone acting on your behalf not making any fraudulent, false or exaggerated claims, otherwise we shall be under no obligation to make any payment under this Policy.

### Your recognition of our right:

9. At our own option to repair, replace or reinstate any lost or damaged item or part thereof, or pay the amount of the loss or damage in money.
10. To take over and deal with in your name the defence or settlement of any claim made under this Policy.
11. To take proceedings in your name, but at our expense, to recover for our benefit the amount of any payment made under this Policy.
12. Other Insurance (Not applicable to Section 4 - Personal Accident)  
If at the time any claim arises under this Policy there be any other insurance indemnifying any Insured who is entitled to be indemnified under this Policy, this Policy is not to be called on in contribution and, subject to the Policy Limit of Liability, is only to pay any amount under this Policy if and so far as such amount is not covered by any indemnity under other insurance.

13. All differences arising out of this Policy shall be determined by arbitration in accordance with the Arbitration Ordinance as amended from time to time. If the parties fail to agree upon the choice of the arbitrator, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is 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. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
14. The indemnity provided by this Policy shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within the Hong Kong Special Administrative Region nor to orders obtained in the said Court for the enforcement of judgments made outside the Hong Kong Special Administrative Region whether by way of reciprocal agreement or otherwise.

Any other person entitled to claim the benefit of this Policy must also observe its terms and conditions.

## General Exceptions (which apply to the whole Policy)

The insurance by this Policy excludes death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

### 1. Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
- e) any chemical, biological, bio-chemical, or electromagnetic weapon.

### 2. War and Terrorism Risks

- a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- b) any act of terrorism including but not limited to
  - the use or threat of force, violence and/or
  - harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents,by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or
- c) any action taken in controlling, preventing, suppressing or in any way relating to a) or b) above.

It is hereby noted that the terrorism exclusion mentioned under 2b) above does not apply to Item 1 "Employees' Compensation Cover" of Section 3 - Domestic Servants. The Company may amend this provision according to market changes by giving 7 days notice to You.

### 3. Political Risks

- a) permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority
- b) permanent or temporary dispossession of any property resulting from the unlawful occupation or possession of such property by any person

provided that the Company is not relieved of any liability to you in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy

- c) the destruction of property by order of any public authority

### 4. Sonic Bangs

pressure waves caused by aircraft or other aerial devices.

### 5. Deliberate Acts

deliberate acts of you or any adult members of your **Household**.

### 6. Cyber Risks

- (i) **DAMAGE:** to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof including loss or corruption of data whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not, where such **DAMAGE** is caused by programming or operator error, Virus or Similar Mechanism or Hacking
- (ii) **CONSEQUENTIAL LOSS:** directly or indirectly caused by or arising from programming or operator error, Virus or Similar Mechanism or Hacking

but this exception shall not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency (as defined hereunder), but only to the extent that such claim would otherwise be insured under this Policy.

#### DEFINITION

For the purpose of this exception only, "Defined Contingency" shall mean fire, lightning, explosion, aircraft and other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, volcano, freeze or weight of snow.

#### Virus or Similar Mechanism

Virus or Similar Mechanism means program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs.

#### Hacking

Hacking means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data.

7. Any activities and/or business conducted and/or transacted via the Internet, Intranet, Extranet and/or via your own website, Internet site, web address and/or via the transmission of electronic mail or documents by electronic means.

If We allege that by reason of these General Exceptions, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon you.

## Section 1 - Home Contents

### Definition of words

**Contents** means:-

- i) Household furniture and furnishings, clothing, and personal belongings, and **Money** and **Credit Cards** up to HK\$2,500 in total value,
- ii) **Valuables** up to 33 1/3 per cent of the **Sum Insured on Contents**,
- iii) Films, tapes, cassettes, cartridges, discs and diskettes up to their value as unused material or where purchased prerecorded at maker's latest list price,
- iv) Interior decorations only if you are liable for them as a tenant,
- v) **Household Improvements** which means improvements and betterments on walls, windows, ceiling, floors and doors made by you within your **Home**,

all owned by or the responsibility of you or members of your **Household** and while contained within your **Home**.

**Money** means:-

Cash, bank and currency notes, cheques, postal orders, money orders, crossed bankers' drafts, current postage stamps, securities and travel tickets, all belonging to you or for which you have accepted responsibility, and all held for personal purposes.

**Credit Cards** means:-

Any credit card, charge card or cash card belonging to you or any members of your **Household**.

**Valuables** means:-

Items composed of precious metals or precious stones, jewellery, watches, furs, curios and works of art.

**Sum Insured** means:-

The amount shown in your current Schedule or any subsequent Endorsements.

**Unoccupied** means:-

When your private residence is not being lived in by anyone with your permission.

**Household** means:-

All members of your family and any other persons (but not boarders, lodgers or paying guests) permanently living with you in your **Home**.

**Home** means:-

The area of the plot described in the title deeds including the structure of your private residence and outbuildings all used for domestic purposes and situated at the address(es) shown in your current Schedule. Where more than one **Home** is insured the Policy limits apply to each separately.

**Buildings** means:-

The structure of your private residence including:  
- outbuildings used for domestic purposes,

### This Definition does not include:

**Contents**

- \* **Motor Vehicles**, caravans, trailers, aircraft, watercraft or spare parts and accessories while attached to or in any part of them.
- \* Any part of the structure of your **Home**.
- \* Animals.
- \* Contact lenses.
- \* Property held for business or professional purposes.
- \* Property owned by your domestic staff.
- \* Mobile/ portable radio telecommunication equipment e.g. mobile/ portable telephones and pagers.

(Most of these items can be insured separately by other policies or Sections of this Policy.)

**Credit Cards**

- \* Any charges made in respect of issuing replacement cards.



- decorative finishes,
- swimming pools, tennis hard courts, garden walls, patios, terraces, hedges, fences, gates, paths and drives, situated at the address(es) shown in the Schedule.

**Motor Vehicle** means:-

Any electrically or mechanically powered vehicle including models and toys.

**Audio and Video Equipment** means:-

Radio and television equipment, home computers, record, disc and cassette players and recorders, video cassette players and recorders and accessories of all the foregoing.

**Voluntary Additional Excess** means:-

The sum shown in your Schedule which is the amount you have chosen to be deducted from each and every claim.

**Cover**

**We will pay:**

**1. Events insured**

Up to the **Sum Insured** on **Contents** for loss of or damage to the **Contents** in your **Home** caused by:

- a) Fire, explosion, lightning, earthquake,
- b) Storm, typhoon, or flood,
- c) Collision or impact with your private residence or outbuildings involving any:
  - i) vehicle, train, aircraft or other aerial devices or anything dropped from them,
  - ii) animal,
- d) Riot, labour disturbances,
- e) Malicious act,
  
- f) Escape of water or oil from any fixed water or fixed heating installation or washing machine,
- g) Theft or attempted theft,
  
- h) Breakage or collapse of any aerial,
- i) Falling trees or branches,
- j) Subsidence or ground heave of the site on which your **Home** stands, or landslip.

**2. Contents temporarily removed**

Up to 15% of the **Sum Insured** on **Contents** other than **Money** and **Credit Cards** while temporarily removed from your **Home** but still within Hong Kong and/or Macau for:

- a) loss or damage (except by theft or attempted theft) as described in paragraph 1 above,
- b) theft or attempted theft from any:
  - i) bank safe deposit,
  - ii) private residence,
  - iii) building in which you or any member of your **Household** is living, employed or carrying on business,
  - iv) other building provided violent means are used to gain entry or exit.

**3. Mirrors and Glass in Furniture**

Up to the replacement cost for accidental breakage of mirrors, glass tops to furniture and fixed glass in furniture in your **Home**.

**4. Locks and Keys**

Up to the replacement and installation cost for locks and keys to the external doors of your **Home**, where the keys of such locks have been stolen.

**5. Fatal Accident Benefit**

HK\$50,000 maximum cash sum if you or your spouse, separately or together, die within 3 months of an injury caused in your **Home** by fire or thieves.

**6. Alternative accommodation and loss of rent**

Up to 15% of the **Sum Insured** on **Contents** for:

- a) the necessary cost of reasonable alternative accommodation for you and your **Household**,

**Motor Vehicle**

Gardening implements and pedestrian controlled models and toys.

**Audio and Video Equipment**

Radio transmitters, telephones and video cameras.

**We will not pay for:**

- 1. \* The first HK\$250 of each loss or damage, but this Exception shall not apply to loss or damage caused by fire, lightning or explosion, or to theft involving violent means to gain entry or exit.
  - \* Loss of or damage caused by pollution or contamination.
  - \* Loss of or damage to the **Contents** in your **Home** occurring:
    - e) while your private residence remains **Unoccupied** for more than 60 consecutive days.
    - f) while your private residence remains **Unoccupied** for more than 60 consecutive days.
    - g) - while any part of your private residence or out-buildings is loaned or let, unless violent means are used to gain entry or exit,
    - while your private residence remains **Unoccupied** for more than 60 consecutive days.
  - j) as a result of damage to solid floors by the compaction of infill caused by the use of defective materials or faulty workmanship.
  
- 2. \* The first HK\$250 of each loss or damage.
  
- 3. \* The first HK\$250 of each loss or damage.
  
- 4. \* The first HK\$250 of each loss or damage.
  
- 6. \* The first HK\$250 of each loss or damage.



- b) the necessary cost of temporary storage of your furniture,
  - c) rent which continues to be payable by you,
  - d) loss of rent otherwise payable to you,
- while your **Home** remains uninhabitable due to damage to the **Buildings** by any cause covered by this Section of your Policy.

**7. Household removals**

Up to the **Sum Insured** on **Contents** for loss of or accidental damage to **Contents** while in course of removal by professional removers from your **Home** to your future permanent residence within Hong Kong or Macau.

**8. Frozen food**

Up to HK\$2,500, representing the full replacement cost of frozen food in your deep freezer or freezer section of your refrigerator at your **Home**, provided that the freezer or refrigerator is less than 5 years old, should the frozen food be damaged by failure of the freezer.

**9. Golfers' "Hole-in-One"**

Up to HK\$2,000 for the cost of hospitality in any recognised golf course in the world if you achieve a "Hole-in-One" subject to you producing evidence in the form of your signed/ countersigned score card recording the event.

**10. Audio and Video Equipment**

Up to the **Sum Insured** as shown in the Schedule for loss of or accidental damage to **Audio and Video Equipment**, whilst in your **Home** or whilst temporarily removed.

**11. Worldwide Personal and Family Legal Liability**

- a) Up to HK\$7,500,000, plus costs agreed between us in writing which you (or a member of your **Household**) as occupier of your **Home** or in a personal capacity could become legally liable to pay for:
  - i) injury, illness or disease of any person,
  - ii) loss of or damage to property which neither belongs to, nor is in the charge of you or a member of your **Household**,
  - iii) loss or damage caused by fire, explosion, lightning, earthquake or escape of water from any fixed water or fixed heating installation to any private residence and / or its **Contents**, temporarily occupied for holiday purposes by you or a member of your **Household** occurring during the period of insurance.
- b) Solicitors' fees for:
  - i) representation at any coroner's inquest or fatal accident enquiry,
  - ii) defence in any court of summary jurisdiction, arising out of any possible claim.

- 7. \* The first HK\$250 of each loss or damage.
- \* Loss or damage while the **Contents** are in storage away from the removal vehicle.

- 8. \* The first HK\$250 of each loss or damage.
- \* Loss or damage caused by the deliberate act of any Electricity Authority.
- \* Food held for business purposes.
- \* Consequential loss of any kind.
- \* Loss or damage occurring while your private residence remains **Unoccupied** for more than 60 consecutive days.

- 10. \* The first HK\$250 of each loss or damage.
- \* Loss or damage caused by chewing, scratching, tearing or fouling by your domestic pets.
- \* Wear and depreciation, mechanical or electrical defect.
- \* Loss or damage caused by cleaning, alteration, restoration, repair or maintenance.
- \* Computers used for business or professional purposes.
- \* Loss of or damage to films, tapes, cassettes, cartridges, discs or diskettes other than for their value as unused material, unless purchased pre-recorded when we will pay up to the maker's latest list price.
- \* Consequential loss of any kind.
- \* Accidental damage in your **Home** while it is loaned or let in total or in part.
- \* Theft from your **Home** while any part of your private residence or outbuildings is loaned or let to anyone, unless violent means are used to gain entry or exit.
- \* Loss or damage in your **Home** while it remains **Unoccupied** for more than 60 consecutive days.

- 11. \* Compensation or other costs arising from accidents involving the following if owned by or in the charge of you or a member of your **Household**:
  - **Motor Vehicles** and any trailers attached,
  - aircraft, motor boats, yachts or caravans,
  - animals which escape from land (other than your **Home**) on which they are usually kept,
  - property usually kept on land other than your **Home**.
- \* Loss of or damage to property, or injury, illness or disease:
  - arising out of any deliberate act,
  - arising out of your own employment, business or profession or that of any member of your **Household**,
  - suffered by anyone under a contract of service with you or a member of your **Household** and arising out of the work they are employed to do,
  - arising directly or indirectly from the transmission of any communicable disease or virus by you or any member of your **Household**,
  - arising directly or indirectly from the carrying out of alterations, additions, repairs, pest control, disinfection or home cleaning by independent contractor(s), unless the contract value of such works does not exceed HK\$100,000 per contract,
  - arising directly or indirectly from seepage, pollution and contamination.
- \* The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances,
- \* Fines, penalties, punitive or exemplary damages,
- \* Any claim arising from a breach of any duty imposed by law in relation to:
  - a) any building within the meaning of the Buildings Ordinance (Cap. 123) erected in contravention of that Ordinance; or
  - b) any building works, or street works, carried out in contravention of the Buildings Ordinance (Cap.123);
- \* All claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
  - a) asbestos, or
  - b) any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or

avoidance of asbestos or exposure or potential exposure to asbestos.

(Some of these responsibilities can be insured separately by other policies or Sections of this Policy).

#### Extension of Cover for Owner's Liability In Common Area

Subject otherwise to the terms, exclusions and conditions applicable to paragraph 11 of Section 1, we will also cover you against proportional Owner's legal liability in respect of the Common Parts of the Building of which your Home/House forms part.

The expressions "Common Parts", "Building", and "Owner(s)" have the same meaning as assigned to those expressions in the Building Management Ordinance Chapter 344 of the Laws of Hong Kong (referred to hereinafter as "the Ordinance").

The indemnity is provided only under the following conditions :-

- i) this cover is operative only if there is no public liability insurance policy being taken out by or on behalf of the Joint-Owners of the Building (referred to hereinafter as "the Primary Policy") in relation to such Common Parts of the Building; or
- ii) where a Primary Policy has been taken out, this extension applies only in respect of any excess liability beyond and above the amount paid or payable under such Primary Policy.

subject to a limit of HK\$1,000,000 for all sums payable by us including legal costs fees and expenses arising out of one occurrence or series of occurrences consequent on one source or original cause.

We will only indemnify you in respect of your separate proportional share of liability (and, for the avoidance of doubt, not joint liability) as an Owner in the undivided parts of the Building as determined in accordance with Section 39 of the Ordinance.

#### 12. Liability as a tenant

- a) Up to 10% of the **Sum Insured on Contents** for damage to your **Home** caused by:
  - i) storm or flood, escape of oil or water from any fixed water or fixed heating installation or washing machine,
  - ii) theft or attempted theft provided violent means are used to gain entry or exit,
  - iii) collapse of aerials.
- b) Up to the **Sum Insured on Contents** for accidental damage to:
  - i) service pipes and service cables,
  - ii) all fixed glass, baths, bath panels, wash basins, pedestals, sinks, splashbacks, shower trays, bidets, toilet pans, toilet seats and toilet cisterns,
  - iii) fixed water pipes and tanks caused by internal stress due to overheating or excessive water pressure,
 if you are liable under a tenancy agreement, and which is not otherwise insured.

#### 13. Accidental Damage

Up to the **Sum Insured on Contents** for all other accidental damage to the **Contents** in your **Home** not covered by paragraph 1 of this Section of your Policy.

12. \* The first HK\$250 of each loss or damage.

b) \* Damage resulting from corrosion or normal wear.

13. \* The first HK\$250 of each loss or damage.

\* Damage caused by:

- chewing, scratching, tearing or fouling by your domestic pets,
- washing, cleaning or dyeing,
- alteration, restoration, repair or maintenance,
- moth or vermin,
- pollution and contamination.

\* Damage to films, tapes, records, cassettes, cartridges, discs or diskettes.

\* Any damage which we specifically state elsewhere in Section 1 that we will not pay for.

\* Wear and depreciation, mechanical or electrical defect.

#### Basis of Claims Settlement

We will pay the cost of repair of each item that is partially damaged, or replacement as new if it is totally lost or destroyed, subject to the repairs or replacement being carried out. The **Sum Insured on Contents** must represent the full value as new at the time of the loss or damage. If it does not, then payment will be made after a deduction for any wear or depreciation.

If a damaged item can be repaired but the repair is not carried out, we will pay the reduction in the value of the item as a result of the loss or damage but not exceeding the estimated cost of repair.

If an item has been totally lost or destroyed or cannot be satisfactorily repaired and replacement is not carried out, we will pay the value of the item at the time of the loss or damage.

Payment under any part of this Section of your Policy (other than paragraphs 5, 9 and 10) will be subject to any **Voluntary Additional Excess** which will apply in addition to any other amount to be deducted.

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

The **Sum Insured** on **Contents** will be reinstated automatically from the date of notification of any claim under this Section.

## Section 2 - Special Possessions

Please refer to your current Schedule to see if this Section is in force.

The insurance under this Section applies anywhere in the world unless specifically stated otherwise.

### Definition of words

#### Personal Possessions means:-

Private property including **Valuables** owned by you or your **Household**.

#### Valuables means:-

Items composed of precious metals or precious stones, jewellery, watches, furs, curios and works of art.

#### Household means:-

All members of your family and any other persons (but not boarders, lodgers or paying guests) permanently living with you in your **Home**.

#### Home means:-

The area of the plot described in the title deeds including the structure of your private residence and outbuildings all used for domestic purposes and situated at the address(es) shown in your current Schedule. Where more than one **Home** is insured the Policy limits apply to each separately.

#### Unspecified Personal Possessions means:-

**Personal Possessions** which are not insured as individual articles by this Section.

#### Specified Personal Possessions means:-

**Personal Possessions** which are individually described in the Schedule to this Section.

#### Sum Insured means:-

The amount shown in your current Schedule or any subsequent Endorsements.

#### Unoccupied means:-

When your private residence is not being lived in by anyone with your permission.

#### Motor Vehicle means:-

Any electrically or mechanically powered vehicle including models and toys.

#### Money means:-

Cash, bank or currency notes, bankers' drafts, cheques, postal and money orders, securities or current stamps and travel tickets.

#### Credit Cards means:-

Any credit card, charge card or cash card belonging to you or any members of your **Household**.

#### Valuation produced means:-

That the amount shown in the Schedule is accepted by you, and by us, as being the true replacement value of the item as at the date of valuation.

### This Definition does not include:

#### Personal Possessions

- \* Furniture, furnishings, crockery, cutlery, glassware, domestic appliances and buildings.
- \* **Motor Vehicles**, caravans, trailers, aircraft, watercraft or spare parts and accessories while attached to or in any of them.
- \* Food in your freezer.
- \* Animals.
- \* Contact lenses.
- \* Property held for business or professional purposes.
- \* **Money or Credit Cards** unless specified in the Policy Schedule.
- \* Mobile/ portable radio telecommunication equipment e.g. mobile/ portable telephones and pagers.

#### Motor Vehicle

- \* Gardening implements and pedestrian controlled models and toys.

#### Credit Cards

- \* Any charges made in respect of issuing replacement cards.





**Cover**

**We will pay:**

- 1. **Unspecified Personal Possessions**  
Up to the **Sum Insured** for this item in the Schedule to this Section for loss or accidental damage with a limit payable of 25% of such **Sum Insured** (maximum HK\$5,000) for any one article.
- 2. **Specified Personal Possessions**  
Up to the **Sum Insured** for each item listed in the Schedule to this Section for loss or accidental damage.

**We will not pay for:**

- 1. \* The first HK\$250 of each loss or damage to **Unspecified Personal Possessions**.
- 1. \* Loss or damage caused:
  - & - by washing, cleaning, dyeing, alteration, restoration, repair maintenance, moth or vermin,
  - 2. - by confiscation or detention by Custom or other officials,
  - to musical instruments while in transit, unless they are packed in a suitable container,
  - to films, tapes, cassettes, cartridges, discs or diskettes other than for their value as unused material, unless purchased pre-recorded, when we will pay up to the maker's latest list price.
- \* Wear and tear, depreciation, mechanical or electrical defect.
- \* Accidental damage occurring in your **Home** while it is loaned or let in total or in part.
- \* Theft from your **Home** while any part of your private residence or outbuildings is loaned or let unless violent means are used to gain entry or exit.
- \* Loss or damage in your **Home** whilst it remains **Unoccupied** for more than 60 consecutive days.
- \* By breakage of sports equipment whilst actually in use.
- \* By atmospheric or climatic condition.

**Basis of Claims Settlement**

We will pay up to the **Sum Insured** or any lower limit applying:

- in paragraph 1 of this Section,
- to any item referred to in paragraph 2 of this Section,

for each item in the Schedule for the cost of:

- i) repair if an item is partially damaged,
  - ii) replacement as new if an item is totally lost or destroyed,
- subject to the repairs or replacement being carried out.

If a damaged item can be repaired but the repair is not carried out, we will pay the reduction in value of the item as a result of the loss or damage but not exceeding the estimated cost of repair.

If an item has been totally lost or destroyed or cannot be satisfactorily repaired and replacement is not carried out, we will pay the value of the item at the time of the loss or damage.

**NOTES**

- 1. The **Sum Insured** will *not* be reinstated for any item of **Specified Personal Possessions** which has been totally lost or destroyed. If further insurance is required for replacement items, you must advise us accordingly.
- 2. If any article forms part of a pair or set, we will be liable only for the value of the article which has been lost or damaged, and not for any higher value the article may have as part of a pair or set.

**Section 3 - Domestic Servants**

Please refer to your current Schedule to see if this Section is in force.

**Definition of words**

**Accident** means: -

An accident or a series of accidents arising out of one event.

**Domestic Servant** means:-

The domestic helper(s) named in the Schedule who is legally employed by the Insured and is eligible for and covered by the insurance provided in this section.

**Noise-Induced Deafness** means:-

"Noise-Induced Deafness" has the same meaning as assigned to that expression in the Occupational Deafness (Compensation) Ordinance (Chapter 469 of the laws of Hong Kong).

**Pneumoconiosis and Mesothelioma** means:-

"Pneumoconiosis" and "Mesothelioma" have the same meaning as assigned to those expressions in the Pneumoconiosis and Mesothelioma (Compensation) Ordinance (Chapter 360 of the laws of Hong Kong).

**The Ordinance** means:-

Employees' Compensation Ordinance (Chapter 282 of the laws of the Hong Kong Special Administrative Region).



## EXCLUSIONS APPLICABLE TO THE WHOLE SECTION

We do not cover any event which is caused directly or indirectly by or which results from:-

- 1) intentional self-inflicted injury or suicide (whether felonious or not) or any attempt thereof whether sane or insane;
- 2) childbirth, pregnancy, miscarriage, abortion and all complications in connection therewith notwithstanding that such event may have been accelerated or induced by accident;
- 3) intoxication by alcohol, narcotics or drugs not prescribed by a legally qualified and registered medical practitioner and treatment in connection with drugs or alcohol;
- 4) Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof howsoever caused;
- 5) pre-existing condition for which the Domestic Servant had received medical treatment, diagnosis, consultation or prescribed drugs prior to this Period of Insurance. For the purpose of Items 2, 3, 4 and 5, no benefits shall be payable for Bodily Injury sickness or disease sustained prior to inception of the Domestic Servant's insurance and resulting in medical treatment received within three (3) consecutive months immediately before inception of the Domestic Servant's insurance, it being understood that if no medical treatment is incurred on such Bodily Injury sickness or disease within three (3) consecutive months immediately after inception of the Domestic Servant's insurance, benefits under these sections shall subsequently become effective;
- 6) Unless otherwise specified in the Schedule, no coverage shall be provided for any Domestic Servant(s) who are not aged between 16 and 65 during the Period of Insurance.

## ITEM 1) EMPLOYEES' COMPENSATION COVER

If any Domestic Servant in the Insured's immediate employ shall sustain Bodily Injury or death by Accident or Disease occurring during the Period of Insurance within the Geographical Area and arising out of and in the course of his/her employment by the Insured.

THE COMPANY WILL subject to Policy Limit of Indemnity and to the terms exclusions and conditions contained in or endorsed on this Policy (all of which are hereinafter collectively referred to as "the Terms of this Policy") indemnify the Insured against his/her legal liability in respect of such Bodily Injury or death under the Ordinance and independently of the Ordinance to pay compensation and damages and claimant's costs and expenses and also indemnify the Insured against costs and expenses incurred by or on behalf of the Insured with the Company's written consent in connection therewith.

PROVIDED THAT in the event of any change to the Ordinance during or subsequent to the Period of Insurance altering the legal liability of the Insured under the Ordinance the liability of the Company under this Policy shall be limited to such sums as the Company would have been liable to pay if the Ordinance had remained unaltered.

THE COMPANY WILL ALSO in the event of the death of the Insured indemnify the Insured's legal personal representatives in the Terms of this Policy in respect of liability incurred by the Insured provided that such legal personal representatives shall as though they were the Insured observe fulfill and be subject to the Terms of this Policy in as far as they can apply.

## POLICY LIMIT OF INDEMNITY

- a) In respect of any Accident or Disease giving rise to a claim or claims against the Insured for which indemnity is provided under this Policy the Company's indemnity to the Insured including costs and expenses incurred by or on behalf of the Insured with the Company's written consent shall in the aggregate be limited to HK\$100,000,000 irrespective of the number of Domestic Servants who may sustain Bodily Injury or death consequent on or attributable to the same occurrence of Accident or Disease.
- b) In relation to any liability of the Insured in respect of a Disease contracted by the Domestic Servant due to the nature of his/her employment with the Insured during a period that extends over more than one policy Period of Insurance:
  - i) the aggregate of the Company's indemnity to the Insured under all insurance policies including costs and expenses incurred by or on behalf of the Insured shall not exceed the limit of indemnity of the insurance policy that was in force at the time the nature of the Domestic Servant's employment to which such Disease was due first affected the Domestic Servant; and
  - ii) subject to the limitation of paragraph (b)(i) hereof, the Company's indemnity to the Insured under this Policy including costs and expenses incurred by or on behalf of the Insured shall be limited to such proportion of the Insured's liability in respect of such Disease as that part of the Domestic Servant's period of employment falling within the Period of Insurance of this Policy bears to the total period of his/her employment to the nature of which such Disease was due.
- c) If the occurrence of any Accident or Disease results in indemnity hereunder to more than one Insured, the limitations of the Company's liability specified in paragraphs (a) and (b) hereof shall apply to the aggregate of indemnity to all Insureds.
- d) At any time after the occurrence of any Accident or Disease giving rise to a claim or claims against the Insured for which indemnity is provided under this Policy the Company may pay to the Insured the full amount of the Company's liability specified in paragraph (a) or (b) hereof (after the deduction of any sums already paid) or any lesser amount for which such claim or claims can be settled and shall relinquish the conduct of any defence settlement or proceedings relating to such claim or claims and shall not thereafter be responsible for any compensation damages or costs in respect thereof or for any costs or expenses whatsoever incurred by the Insured after the Company shall have relinquished such conduct or for any loss damage or expenses caused to the Insured in consequence of any act or omission of the Company in connection therewith or of the Company relinquishing such conduct.

## TERRORISM CLAUSE / ENDORSEMENT

Notwithstanding any provision to the contrary in this Policy or any endorsement thereto it is hereby agreed that in respect of any bodily injury or death by accident or disease ("the Loss") directly or indirectly caused by, resulting from or in connection with any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the Loss:

- (a) the Policy Limit of Indemnity shall be such amount which the Company actually receives from the Government of the Hong Kong Special Administrative



Region of the People's Republic of China ("the Government") pursuant to an Agreement for Provision of Facility between the Government and the Company under which the Government agreed to make available to the Company and other direct insurance companies authorized to underwrite employees' compensation insurance business in Hong Kong a facility to enable them to meet claims under employees' compensation insurance policies in respect of death and injury arising out of an event of terrorism ("the Facility Agreement");

- (b) the Company will only be required to make payment after it has received from the Government (i) an approval letter confirming that the Company should settle the claim and (ii) payment under the Facility Agreement; and
- (c) for the avoidance of doubt, the Company shall have no obligation to make payment if for whatever reason it does not receive payment from the Government under the Facility Agreement, whether or not due to the Government's contention that the Loss does not fall within the scope of the Facility Agreement or the Company's breach of the Facility Agreement or the Loss does fall within the Exceptions or any other conditions leading to no payment for the Loss of the Facility Agreement, or the Facility Agreement ceases in the event that the remaining balance under the Facility is exhausted or the termination of the Facility Agreement by the Government.

For the purpose of the above an act of terrorism means the use of force or violence or other means or the threat thereof, of any person or persons, whether acting alone or on behalf of or in connection with any organization or government, for political, religious, or ideological purposes with an intention to influence any government and/or to put the public, or any section of the public, in fear.

If the Company alleges that the Loss falls within the scope of this Endorsement, the burden of proving the contrary shall be upon the Insured.

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

Words and phrases in this Endorsement shall have the same meaning as in the Policy.

#### **Geographical Area**

Worldwide excluding USA and Canada.

#### **EXCLUSIONS APPLICABLE TO ITEM 1**

The Company shall not be liable under this item in respect of:

- 1) any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- 2) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party;
- 3) any liability arising from Pneumoconiosis or Mesothelioma or Noise-Induced Deafness;
- 4) the Insured's liability to any person who is not an employee of the Insured within the meaning of the Ordinance;
- 5) any late payment surcharge fines penalties or punitive aggravated or exemplary damages for which the Insured may become liable under the Ordinance or independently of the Ordinance;
- 6) any injury by Accident or Disease where the Company has not been given sufficient notice of the institution of proceedings in a court or tribunal to enable the Company to be added as a party to the proceedings;
- 7) any injury by accident or disease sustained in the USA or Canada;
- 8) all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
  - a) asbestos, or
  - b) any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

#### **COVER A (applicable if stated in the Schedule)**

##### **ITEM 2) HOSPITAL & RELATED EXPENSES COVER**

We will indemnify You for

- 1) medical and surgical expenses incurred by the Domestic Servant whilst hospitalised up to HK\$5,000 for each Domestic Servant during the Period of Insurance;
- 2) Your contractual liability to repatriate your Domestic Servant to his/her country before the expiry of the Domestic Servant's contract due to
  - a) Death - the actual cost of returning the remains up to HK\$3,000 for each Domestic Servant.
  - b) Inability to complete the contract due to medical unfitness as certified by a registered medical practitioner up to HK\$3,000 for each Domestic Servant.

#### **EXCLUSIONS APPLICABLE TO ITEM 2**

We do not cover any event which is caused directly or indirectly by or which results from:

- 1) nervous or mental disease or disorder, venereal disease, congenital anomalies and deformities, infertility, sterilization, heart disease or cancer;
- 2) rest-cure or physical check-up;
- 3) cosmetic or plastic surgery unless to correct an injury for which this Policy covers;
- 4) vaccinations, immunisation, injections or preventive medication;
- 5) outside the territorial limits of the Hong Kong Special Administrative Region;
- 6) dental care or surgery unless due to injury;
- 7) pre-existing ailments.

#### **COVER B (applicable if stated in the Schedule)**

##### **ITEM 2) CLINICAL EXPENSES**

In the event the Domestic Servant requires medical treatment from a clinic for Bodily Injury or sickness, the Company will pay the necessary and reasonable expenses actually incurred (after deduction of any sums recovered or recoverable from all other sources) up to HK\$150 per visit per day for each Domestic

Servant during the Period of Insurance, provided such treatment is received from a legally qualified and registered medical practitioner.

The Company will also pay the necessary and reasonable expenses actually incurred for treatment by bonesetter up to HK\$100 per visit per day and up to a maximum of HK\$500 per year for each Domestic Servant during the Period of Insurance, provided that such treatment is received from a licensed or registered bonesetter.

Total maximum amount payable under this benefit for each Domestic Servant is HK\$3,000 per year during the Period of Insurance.

### ITEM 3) SURGICAL AND HOSPITALISATION EXPENSES

In the event the Domestic Servant while being a patient is confined in a hospital for surgery or treatment of Bodily Injury or sickness during the Period of Insurance, the Company will pay the necessary and reasonable expenses actually incurred up to:

- a) HK\$300 per day for room and board and other miscellaneous hospital services;
- b) HK\$10,000 per surgical operation;
- c) 25% of the amount payable under b) above for anaesthesia and its administration;
- d) 12.5% of the amount payable under b) above for use of the operating theatre.

The maximum amount payable under this item for each Domestic Servant is HK\$30,000 per year during the Period of Insurance.

### ITEM 4) SERVICE INTERRUPTION COVER

If the Domestic Servant is confined in a hospital for more than one day as an in-patient for surgery or treatment of Bodily Injury or sickness causing loss or interruption of service to the Insured during the Period of Insurance, the Company will pay the Insured HK\$200 for each day of confinement. The maximum amount payable under this section for each Domestic Servant is HK\$6,000 per year during the Period of Insurance.

### EXCLUSIONS APPLICABLE TO ITEMS 2 - 4

We do not cover any event which is caused directly or indirectly by or which results from:

- 1) nervous or mental disease or disorder, venereal disease, congenital anomalies and deformities, infertility, sterilization, heart disease or cancer;
- 2) rest-cure or physical check-up;
- 3) cosmetic or plastic surgery unless to correct an injury for which this Policy covers;
- 4) vaccinations, immunisation, injections or preventive medication;
- 5) outside the territorial limits of the Hong Kong Special Administrative Region.

### ITEM 5) DENTAL EXPENSES

In the event the Domestic Servant requires oral surgery, treatment of abscesses, X-rays, extractions or fillings as a result of dental disease during the Period of Insurance, the Company will pay two-thirds of the necessary and reasonable expenses actually incurred, provided such treatment is received from a legally qualified and registered dentist.

The maximum amount payable under this item for each Domestic Servant is HK\$1,500 per year during the Period of Insurance.

### EXCLUSIONS APPLICABLE TO ITEM 5

We do not cover any event which is caused directly or indirectly by or which results from:

- 1) any routine examination, scaling, polishing or cleaning and crowning;
- 2) cost of any bridges, braces and dentures;
- 3) outside the territorial limits of the Hong Kong Special Administrative Region.

### WAITING PERIOD

A 14-day waiting period from the effective date of the insurance shall be applicable under Item 2) Clinical Expenses, Item 3) Surgical & Hospitalisation Expenses, Item 4) Service Interruption Cover and Item 5) Dental Expenses for each Domestic Servant during which no benefit shall be payable.

### ITEM 6) PERSONAL ACCIDENT BENEFITS

In the event the Domestic Servant sustains Bodily Injury during his or her rest days and during the Period of Insurance and such Bodily Injury is not covered by the Ordinance resulting in accidental death or permanent disablement occurring within twelve (12) months from the date of such accident, the following compensation shall be payable:

Accidental death	HK\$100,000
Loss of or permanent total loss of use of two or more limbs	HK\$100,000
Loss of sight of both eyes	HK\$100,000
Loss of or permanent total loss of use of one limb and loss of sight of one eye	HK\$100,000
Loss of or permanent total loss of use of one limb	HK\$ 50,000
Loss of sight of one eye	HK\$ 50,000

Loss of limb shall mean physical severance of a hand or foot at or above the wrist or ankle or an arm or leg at or above elbow or knee.

Loss of sight shall mean entire and irrecoverable loss of all sight.

The maximum amount payable under this item for each Domestic Servant is HK\$100,000 per year during the Period of Insurance.

**EXCLUSIONS APPLICABLE TO ITEM 6**

We do not cover any event which is caused directly or indirectly by or which results from:

- 1) Bodily Injury occurring outside the rest days of the Domestic Servant;
- 2) the Domestic Servant engaging in or taking part in driving or riding in any kind of race or in any underwater activities involving the use of breathing apparatus;
- 3) Bodily Injury outside the territorial limits of the Hong Kong Special Administrative Region.

**ITEM 7) REPATRIATION EXPENSES**

The Company will pay the necessary and reasonable expenses actually incurred in repatriating the Domestic Servant or his/her mortal remains to the country of residence for the Insured's contractual liability to repatriate the Domestic Servant before the expiry of the Domestic Servant's term of employment under the following circumstances and conditions:

- i) in the event of serious sickness or Bodily Injury resulting in the Domestic Servant being certified by a legally qualified and registered medical practitioner as medically unfit to complete the term of contract of employment with the Insured provided that such repatriation shall be on a scheduled flight (economy class) and such repatriation shall include any transportation costs for ambulance transfer to and from the airport.
- ii) in the event of the Domestic Servant's death and such repatriation expenses shall include the Domestic Servant's post-mortem treatment and transportation of mortal remains to the airport nearest to the place of burial in the country of residence.

The maximum amount payable under this Item for each Domestic Servant is HK\$20,000 per year during the Period of Insurance.

**ITEM 8) REPLACEMENT HELPER EXPENSES**

The Company will pay the necessary and reasonable expenses (except salary) actually incurred by the Insured to employ a new Domestic Servant in the event that the Insured repatriates the existing Domestic Servant or returns his/her mortal remains to his/her country of residence and a valid claim is payable under Item 7 "Repatriation Expenses" of this section.

The maximum amount payable under this Item for each Domestic Servant is HK\$3,000 per year during the Period of Insurance.

**EXCLUSION APPLICABLE TO ITEMS 7 AND 8**

The Company shall not be liable in respect of any repatriation or transportation of mortal remains originating outside the Hong Kong Special Administrative Region.

**ITEM 9) FIDELITY GUARANTEE COVER**

The Company will pay the Insured's pecuniary loss directly resulting from the act of fraud or dishonesty committed by the Domestic Servant provided that:

- i) the act of fraud or dishonesty must be committed during the Period of Insurance;
- ii) the act of fraud or dishonesty must be discovered during the Period of Insurance or within 30 days after the Policy expiry or within 30 days after death, dismissal or expiry of employment contract of the Domestic Servant, whichever is the sooner;
- iii) moneys due by the Insured to the Domestic Servant shall be deducted from any amount otherwise payable under this Benefit;
- iv) discovery of any act of fraud or dishonesty must be reported to the Police within 24 hours;
- v) it is the duty of the Insured to prove that his/her pecuniary loss is a direct result of the act of fraud or dishonesty committed by the Domestic Servant;
- vi) the maximum amount payable for each Domestic Servant is
  - a) HK\$3,000 for unauthorised telephone calls per year during the Period of Insurance
  - b) HK\$10,000 per year during the Period of Insurance inclusive of a) above.

**ITEM 10) REPLACEMENT AND INSTALLATION COST OF MAIN DOOR LOCK OR METAL GATE LOCK**

The Company will pay the necessary and reasonable expenses actually incurred for the replacement and installation of main door lock or metal gate lock following the termination of employment contract with the Domestic Servant during the Period of Insurance due to:

- 1) discovery of any act of infidelity of the Domestic Servant and a valid claim is payable under Item 9 "Fidelity Guarantee" of this section; or
- 2) serious sickness or Bodily Injury or death of the Domestic Servant resulting in repatriation and a valid claim is payable under Item 7 "Repatriation Expenses" of this section.

provided that the replacement and installation of the main door lock or metal gate lock must be undertaken within 7 days after the termination of employment contract and sufficient supporting documents of the termination of employment contract must be rendered and Police report (for 1) or medical report (for 2) must be provided to the Company.

The maximum amount payable under this Item for each Domestic Servant is HK\$500 per year during the Period of Insurance.

**ITEM 11) PERSONAL EFFECTS**

The Company will pay up to a maximum Sum Insured of HK\$10,000 for accidental loss of or damage to Domestic Servants' personal property in your Home subject to the same terms, conditions and exclusions as applying to your Contents under Section 1; but the Company will not pay more than HK\$5,000 for any one item or article.



**CONDITION APPLICABLE TO THE WHOLE SECTION**

1) Avoidance of Certain Terms and Right of Recovery

If the Company is obliged by the Ordinance to pay an amount for which the Company would not otherwise be liable under this Policy the Insured shall repay the amount to the Company.

2) Change in Risk

The Insured shall give immediate written notice to the Company of any material fact affecting this insurance which has come to the Insured's notice during the Period of Insurance including notice of any disease physical or mental defect or infirmity affecting the Domestic Servant.

3) Change in Domestic Servant

During the Period of Insurance, any new Domestic Servant replacing an existing Domestic Servant named in the Schedule shall be entitled to the same Benefits less any amount already paid in respect of loss or damage sustained by the existing Domestic Servant.

4) Claims Settlement

a) Claims Notification

Immediate notice shall be given to the Company of any occurrence likely to give rise to a claim under this Policy. Within thirty (30) days of any occurrence likely to give rise to a claim under this Policy, a detailed statement in writing describing the occurrence shall be delivered to the Company.

All expenses shall, in the first instance, be paid by the Insured and original invoices and receipts submitted with the claim form to the Company for reimbursement.

The Insured shall also give the Company notice in writing immediately the Insured becomes aware of any intention to prosecute the Insured any impending prosecution inquest or fatal inquiry in connection with any occurrence which may give rise to a claim under this Policy. Every letter claim writ summons and process shall be forwarded to the Company immediately on receipt.

b) Claim Control by the Company

The Company shall be entitled upon notice to the Insured to take over and conduct in the Insured's name the defence or settlement of any claim demand or proceedings against the Insured. In that event:

- i) the Insured shall provide all such information and assistance and forward all such documents and other records to the Company for the conduct of such claim demand or proceedings as the Company in its discretion may from time to time require; and
- ii) the Insured shall not without the written consent of the Company incur any expenditure in connection with any such claim demand or proceedings or make any payment admission offer or enter into any settlement whatsoever.

c) Other Insurance (Not applicable to Item 6 "Personal Accident Benefits")

If at the time any claim arises under this section there be any other insurance indemnifying any Insured who is entitled to be indemnified under this Policy, this Policy is not to be called on in contribution and, subject to the Policy Limit of Liability, is only to pay any amount under this Policy if and so far as such amount is not covered by any indemnity under other insurance.

d) Waiver of Claims

The Insured shall not become a party to any agreement the effect of which is that the Insured waives any claim which the Insured would otherwise have against any person in respect of or arising out of any occurrence resulting in liability on the part of the Insured for which indemnity is provided by this Policy or whereby any such claim is limited or qualified in any way.

e) Subrogation

The Company shall be entitled at its sole discretion to prosecute in the name of the Insured regarding any claim for damages costs indemnity contribution or otherwise against any person who may be liable to the Insured in respect of any liability on the part of the Insured for which indemnity is provided by this Policy and shall have full discretion in the conduct of any such proceedings and in the settlement of any such claim. The Insured shall give all such information and assistance as the Company may from time to time require and execute any necessary documents for the purpose of vesting such rights in the Company.

Any moneys recovered pursuant to the exercise of such rights shall be applied firstly for the benefit of the Company to the extent of the amount paid by the Company in respect of any claim including any costs and expenses paid or incurred by the Company and costs and expenses incurred in prosecuting such recovery action.

5) Proof of Loss

It is a condition precedent to any liability of the Company under this Policy that the Insured shall at his/her own expense furnish to the Company such certificate information and evidence as the Company may from time to time reasonably require in the form and of the nature described by the Company. The Company shall be allowed at its own expense upon reasonable notice to the Insured to have a medical examination of the Domestic Servant from time to time or in the case of death upon reasonable notice to the Domestic Servant's legal personal representative to have a post-mortem examination of the body.

Death of the Domestic Servant shall be established by an official death certificate.

Any claim arising from death of the Domestic Servant shall be payable to his/her legal personal representative.

## Section 4 - Personal Accident



Sun Flower Insurance Brokers Limited

Please refer to your current Schedule to see if this Section is in force.

### Definition of Words

**Injury** means:-

Bodily injury suffered anywhere in the world caused solely by an accident and not by sickness, disease or gradual physical or mental deterioration.

**Insured Person** means:-

You or any member of your **Household** provided they are 16 years or over and under 71 years of age at the time of the **Injury**.

**Household** means:-

All members of your family and any other persons (but not boarders, lodgers or paying guests) permanently living with you in your Home.

### Cover

The number of units of compensation insured under this Section will be shown in your current Schedule.

#### We will pay:

In respect of each Unit of Compensation insured (up to a maximum of twenty (20) units), for **Injury** to the **Insured Person** as set out in this Section, which happens during any Period of Insurance.

Compensation is payable for death or disablement (the Results) as described below if the **Insured Person** is injured, and within two years of its happening the **Injury** is the sole cause of the death or disablement.

#### The Results

- A. Death, or total and permanent disablement from engaging in or attending to employment or occupations of any and every kind, or total and permanent loss of all sight in one or both eyes, or total loss by physical severance or total and permanent loss of use of one or two hands or feet.
- B. Temporary total disablement from engaging in or attending to usual employment or occupation.
- C. Temporary partial disablement from engaging in or attending to usual employment or occupation.
- D. Necessary and reasonable medical, surgical, hospital, nursing home and nursing fees or charges incurred within 104 weeks of the happening of the **Injury**.

#### Compensation payable per unit insured

- A. HK\$25,000
- B. HK\$250 } per week for a period not exceeding 104 weeks from the
- C. HK\$65 } happening of the **Injury**.
- D. HK\$2,000 in respect of any one **Injury**.

#### We will not pay for:

Any event which is a result of:-

- \* Travelling in an aircraft other than as a passenger in a fully licenced passenger-carrying aircraft and for no other purpose.
- \* Suicide, self-injury or wilful exposure to peril (other than in an attempt to save human life).
- \* The influence of drugs (other than those prescribed by a registered Medical Practitioner but not when prescribed for the treatment of drug addiction).
- \* Solvent abuse.
- \* The influence of alcohol.
- \* Pregnancy, childbirth or pre-existing physical or mental defect or infirmity.
- \* Participating in mountaineering or rock climbing (requiring the use of ropes or guides), potholing, racing (other than on foot or swimming), parachuting, hang-gliding, off-piste skiing or any other activity that requires a degree of skill and involves exposure to peril.
- \* Results **B.** and **C.** for any period of time subsequent to the death of the **Insured Person**.
- \* Both Results **B.** and **C.** for the same period of disablement.
- \* Result **D.** if there is any other insurance in force or if you or the **Insured Person** are entitled to indemnity from any other source, provided that we shall not be relieved of liability under this Result so far as concerns any excess beyond the amount payable under such other insurance or indemnity.

### Additional Conditions applicable to Section 4

#### 1. Changes

You must advise us in writing as soon as you are aware of any change in the employment, occupation, duties or pursuits of any **Insured Person**, or any other change which may increase the possibility of a claim under this Section. You may be required to pay additional premium as a result of any such changes.

#### 2. Notice of Claim and Treatment

You must report to us in writing as soon as reasonably possible full details of any **Injury** which may result in a claim under this Section. You or the **Insured Person** shall employ the services of a registered medical practitioner and the **Insured Person** shall undergo any treatment such practitioner shall deem necessary.

#### 3. Evidence of Claim

- a) All certificates, information and evidence must be provided at your expense or at the expense of any claimant in the form and nature required.
- b) The **Insured Person** may have to undergo further medical examination required by us at our expense.
- c) In the event of death of the **Insured Person** we are entitled to have a post-mortem examination at our expense.
- d) Compensation for Benefits **B.** and or **C.** shall be payable when the total amount has been agreed, or at your request at intervals of not less than four weeks (but not in advance) commencing four weeks after receipt by us of written notice of the **Injury**.

#### 4. Non-Assignment

We shall not recognise or be affected by any notice of trust, charge or assignment relating to this Section, and your receipt or that of your legal personal representatives shall in all cases effectively discharge our liability.

### Special Provisions

#### 1. Disappearance

We shall presume death to have been suffered by the **Insured Person** if he or she is missing for twelve consecutive months, and sufficient evidence is provided that leads us to the conclusion that death was caused by an **Injury**. However, if at any time after payment of Compensation for death the **Insured**



Person is found to be living, such Compensation shall be refunded to us.

2. Exposure

If an Insured Person suffers an Injury and thereafter in consequence of that Injury suffers death or disablement as a result of exposure to the elements, we will consider such death or disablement as having been caused by an Injury.

Aircraft Accumulation Limit:
HK\$1,000,000

Section 5 - Buildings

Please refer to your current Schedule to see if this Section is in force.

Definition of words

Buildings means:-

The structure of your private residence including:

- landlord's fixtures and fittings and interior decorations,
- outbuildings used for domestic purposes,
- swimming pools, tennis hard courts, garden walls, patios, terraces, hedges, fences, gates, paths and drives, situated at the address(es) shown in the Schedule.

Sum Insured means:-

The amount shown in your current Schedule or any subsequent Endorsements.

Unoccupied means:-

When your private residence is not being lived in by anyone with your permission.

Insured Person means:-

You or any member of your Household.

Household means:-

All members of your family and any other persons (but not boarders, lodgers or paying guests) permanently living with you in your Home.

Home means:-

The area of the plot described in the title deeds including the structure of your private residence and outbuildings all used for domestic purposes and situated at the address(es) shown in your current Schedule. Where more than one Home is insured the Policy limits apply to each separately.

Voluntary Additional Excess means:-

The sum shown in your Schedule which is the amount you have chosen to be deducted from each and every claim.

Cover

We will pay:

1. Events Insured

Up to the Sum Insured on Buildings for loss or damage to your Buildings caused by:

- a) Fire, explosion, lightning, thunderbolt, earthquake or subterranean fire,
b) Storm, typhoon or flood,
c) Collision or impact involving any animal, vehicle, train, aircraft or other aerial device or anything dropped from them,
d) Riot, strike, labour disturbances,
e) Malicious acts,
f) Escape of water or oil from any fixed water or heating installation or washing machine,
g) Theft or attempted theft,

We will not pay for:

- 1. \* Loss of or damage caused by pollution or contamination.
\* Loss or damage occurring:
b) \* To hedges, fences or gates.
\* The first HK\$1,000 of each loss or damage.
e) \* While your private residence remains Unoccupied for more than 60 consecutive days.
\* The first HK\$250 of each loss or damage.
\* Loss or damage caused by any Insured Person.
f) \* While your private residence remains Unoccupied for more than 60 consecutive days.
\* The first HK\$250 of each loss or damage.
g) \* While any part of your Buildings is loaned or let unless violent means are used to gain entry or exit.
\* While your private residence remains Unoccupied for more than 60 days.
\* Loss or damage caused by any Insured Person.





- h) Breakage or collapse of any aerial, aerial fitting or mast,
- i) Falling trees or branches,
- j) Subsidence or ground heave of the site on which your **Buildings** stand, or landslip.

**2. Buildings fees and costs**

- a) for fees, clearance and shoring up costs, incurred with our prior consent,
- b) the additional cost of reinstatement of the **Buildings** on the same or another site incurred in complying with Statutory Building Regulations, following loss or damage insured by this Section, provided that such fees and costs together with the amount otherwise payable under this Section do not exceed the **Sum Insured** on **Buildings**.

**3. Accidental Damage to fixtures and fittings**

Up to the **Sum Insured** on **Buildings** for accidental damage to:

- a) fixed glass, baths, bath panels, washbasins, pedestals, sinks, splashbacks, shower trays, bidets, toilet pans, toilet seats and toilet cisterns, all contained within your **Buildings**,
- b) service pipes and cables, for which you have accepted responsibility, which service your **Buildings**,
- c) fixed water pipes and tanks caused by internal stress due to overheating or excessive water pressure.

**4. Alternative Accommodation and loss of rent**

Up to 15% of the **Sum Insured** on **Buildings** for:

- a) the necessary cost of reasonable alternative accommodation for you and your **Household**,
  - b) rent which continues to be payable by you,
  - c) loss of rent otherwise payable to you,
- while your **Buildings** remain uninhabitable due to damage to the **Buildings** by any cause covered by this Section of your Policy.

**5. Property Owners' Liability**

- a) up to HK\$7,500,000 plus costs agreed between us in writing, which you, as owner of the **Buildings**, could become legally liable to pay for:
  - i) injury, illness or disease of any person,
  - ii) loss of or damage to property which neither belongs to nor is in the care of you or a member of your **Household**,occurring during the Period of Insurance.
- b) Solicitors' fees for:
  - i) representation at any coroner's inquest or fatal accident enquiry,
  - ii) defence in any court of summary jurisdiction,arising out of any possible claim.

- i) \* The first HK\$250 of each loss or damage.
- j) \* Loss of or damage to swimming pools, tennis courts, garden walls, patios, terraces, hedges, fences, gates, paths and drives unless damaged at the same time as your private residence which forms part of the **Buildings**.
  - \* Loss of or damage to solid floors by the compaction of infill caused by the use of defective materials or faulty workmanship.
  - \* The first HK\$5,000 or 10% of each loss or damage, whichever is the greater.

**2. a) Fees charged for the preparation of any claim.**

- b) Costs incurred in complying with Regulations:
  - under which notice has been served upon you prior to the loss or damage,
  - in respect of undamaged portions of the **Buildings**.

**3. \* Accidental damage occurring while your private residence remains**

- Unoccupied** for more than 60 consecutive days.
- \* Damage which you are not legally liable to repair.
- \* Accidental damage resulting from corrosion, wear or depreciation.

**5. \* Loss of or damage to property or injury, illness or disease:**

- arising out of any deliberate act,
- arising out of your own employment, profession or business, or that of any member of your **Household**,
- arising out of ownership, possession or use of lifts and vehicles controlled by or on behalf of any **Insured Person**,
- suffered by anyone under a contract of service with you or a member of your **Household** and arising out of the work they are employed to do,
- damage to property belonging to or held in trust by or in the custody or control of any **Insured Person**,
- liability assumed by you by agreement and which would not have attached in the absence of such agreement,
- injury (including death, illness or disease) to any **Insured Person**.
- arising directly or indirectly from the carrying out of alterations, additions, repairs, pest control, disinfection or home cleaning by independent contractor(s), unless the contract value of such works does not exceed HK\$100,000 per contract,
- arising directly or indirectly from seepage, pollution and contamination,
- \* The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances,
- \* Fines, penalties, punitive or exemplary damages,
- \* Any claim arising from a breach of any duty imposed by law in relation to:
  - a) any building within the meaning of the Buildings Ordinance (Cap. 123) erected in contravention of that Ordinance; or
  - b) any building works, or street works, carried out in contravention of the Buildings Ordinance (Cap.123);
- \* All claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
  - a) asbestos, or
  - b) any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or

avoidance of asbestos or exposure or potential exposure to asbestos.

## NOTES

### If you are an owner in occupation:-

Liability for injury or damage resulting from land or buildings nearly always attaches to the occupier rather than the owner. If you are the owner and the occupier, insurance against your liability as occupier is not provided by the Buildings Section of this Policy and you should ensure that you have a separate contents Policy which will provide you with the occupier's liability insurance you require.

### Basis of Claims Settlement

We will pay the cost of repair following partial damage or replacement as new following total loss or destruction, subject to the repairs or replacement being carried out. The **Sum Insured** on **Buildings** must represent the full rebuilding costs at the time of the loss or damage. If it does not, then payment will be made after a deduction for any wear, tear or depreciation. We will not pay, in addition, any reduction in market value.

Payment under any part of this Section of your Policy (other than **1.j** and **5.**) will be subject to any **Voluntary Additional Excess** which will apply in addition to any other amount to be deducted.

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

The **Sum Insured** on **Buildings** will be reinstated automatically from the date of notification of any claim under this Section.

## NOTES

### 1. Maintenance:

Your Policy does **not** cover you for the cost of gradual deterioration - it is **not** a maintenance contract. Your cover is conditional upon you keeping your property in good order and taking reasonable steps to avoid loss or damage.

### 2. Sum Insured:

You must ensure that your **Sum Insured** are kept up to date. If you extend or make improvements to your **Home** you will increase its rebuilding costs, so remember to increase your **Sum Insured**.



## ® Sun Flower Insurance Brokers Limited

Room 1105-08, Hing Yip Commercial Centre, 282 Des Voeux Road Central, Hong Kong

Tel: 2521 1881 Fax: 2521 1919 Email: [vip@sunflowergroup.com.hk](mailto:vip@sunflowergroup.com.hk) [www.sunflowerVIP.com](http://www.sunflowerVIP.com)

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.

# Appendix : Home Assistance Services Terms and Conditions

This document does not form part of the Policy contract.

## Definitions

### The Company

Shall mean MSIG Insurance (Hong Kong) Limited.

### The Service Provider

Shall mean the provider for emergency assistance services appointed by the Company.

### Member

Shall mean any person duly covered by the Home Insurance Policy of the Company.

The Service Provider shall provide the following services when the Member contacts then:

#### 1. Locksmith Referral

In the event the Member is locked out of his/her home, the Service Provider will provide referral information regarding locksmiths and if possible, their costs. The Service Provider will also assist the Member by arranging for a housecall.

#### 2. Plumber Referral

In the event that the Member's home plumbing is clogged or a leak has sprung, the Service Provider will provide the Member with referral information to plumbers and if possible, their costs. The Service Provider will also assist the Member in arranging for a housecall.

#### 3. Electrician Referral

In the event the Member needs electricians to provide services like installation and maintenance of electrical fittings, repair of the electrical system, the Service Provider will provide referral information regarding electricians and if possible, their costs. The Service Provider will also assist the Member in arranging for a housecall.

#### 4. Air-Conditioner Engineer Referral

In the event the air conditioner in the Member's home is not functioning, the Service Provider will provide referral information regarding an air conditioner engineer and their charges. The Service Provider will also assist the Member by arranging for a housecall.

#### 5. Pests Control Referral

In the event the Member requires assistance for pests control for his/her home, the Service Provider will provide referral information and their charges. The Service Provider will also assist the Member in arranging for a housecall.

#### 6. Home Cleaning Referral

In the event the Member requires assistance for home cleaning services, the Service Provider will provide referral information and their charges. The Service Provider will also assist the Member in arranging for a housecall.

#### 7. General Repair Assistance

Upon the request of a Member, the Service Provider will provide referral information for general repair assistance required for household problem like failure of electrical appliances and broken window.

#### 8. Babysitting / Nursing Assistance

When requested by the Member, the Service Provider will assist the Member by arranging for a registered nurse to provide nursing service at the Member's home. A baby sitter or domestic helper can also be sent to the Member's home to take care of the family during the Member's absence.

#### 9. Temporary Domestic Helper Assistance

In the event the Member has a tentative need of domestic helper, the Service Provider will provide the Member with referral information regarding temporary local domestic helper.

#### 10. Salvage Buyers Referral

Upon the request of the Member, the Service Provider will provide referral information regarding Salvage Buyers who can provide tenders for sale of Member's old or affected domestic items.

#### 11. Storage Services Referral

In the event the Member's home is under repair due to accidental loss or damage insured under the Contents Section, the Service Provider will provide referral information of temporary storage for the Member's furniture and belongings.

#### 12. Alternative Accommodation Referral

In the event the Member's home is inhabited due to accidental loss or damage insured under the Contents Section, the Service Provider will provide referral information of hotel services.

#### 13. Evaluators Referral

Upon the request of the Member, the Service Provider will provide referral information of evaluators to certify the market value of the Member's valuables.

The above services are purely on referral or arrangement basis only. All the costs incurred in using the services will be at the Member's own expenses. The use of the above services arranged by the Service Provider is at the Member's own accord. The Company shall not be responsible for any consequential damages arising out of Services referred by the Service Provider or be responsible or pay for any expenses incurred.

#### Territorial Limit

The above services are only available within the territory of the Hong Kong Special Administrative Region.

#### Request for Assistance

The Member shall call the Service Provider's Alarm Centre whose contact number is 3122 6899 and quote his/her name, the policy number.

#### Disclaimer

The Service Provider and the professionals to whom the Members are referred by the Service Provider are to be responsible for their own acts as independent contractors and are not employees, agents or servants of the Company. The Company shall not be responsible for any act or failure to act on the part of the Service Provider and these professionals such as, and not limited to, nurses, locksmiths and technicians.



**Sun Flower Insurance Brokers Limited**

Room 1105-08, Hing Yip Commercial Centre, 282 Des Voeux Road Central, Hong Kong  
Tel: 2521 1881 Fax: 2521 1919 Email: vip@sunflowergroup.com.hk [www.sunflowerVIP.com](http://www.sunflowerVIP.com)

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.

## Appendix: Notice to customers relating to the Personal Data (Privacy) Ordinance ("the Ordinance")

MSIG Insurance (Hong Kong) Limited ("MSIG", "we" or "us") would ask that you take the time to read this privacy policy carefully. In case of discrepancies between the English and Chinese versions of this statement, the English version shall prevail.

### **PRIVACY POLICY**

MSIG takes your privacy very seriously. To ensure your personal information is secure, we communicate and enforce our privacy and security guidelines according to the relevant laws and regulations. MSIG takes precautions to safeguard your personal information against loss, theft, and misuse, as well as against unauthorised access, disclosure, alteration, and destruction. Furthermore, we will not sell your personal information to anyone for any purposes. MSIG imposes very strict sanction control and only authorised staff on a need-to-know basis are given access to or will handle your personal data, and we provide regular training to our staff to keep them abreast of any new developments in privacy laws and regulations.

We will only retain your personal data in our business records for as long as it is necessary for business and tax purposes as permitted by the laws. We will require our agent, contractor or third party who provides administrative or other services on our behalf to protect personal data they may receive in a manner consistent with this policy. We do not allow them to use such information for any other purposes. If you have any questions or inquiries regarding our privacy policy, please feel free to contact us.

We may amend this Privacy Policy at any time and for any reason. The updated version will be available by following the 'Privacy Policy' link on our website homepage at [www.msig.com.hk](http://www.msig.com.hk). You should check the Privacy Policy regularly for changes.

### **Personal Information Collection Statement**

Personal information is data that can be used to uniquely identify or contact a single person. As our customers, it is necessary from time to time for you to supply us with your personal data in relation to the general insurance services and products ("the Product") that we provide to you and in order for us to deliver and improve the customer service. This includes but not limited to the personal data contained in the proposal form or in any documents in relation to the Product or any claim made under the Product.

Your personal data may be used for **obligatory purpose** or **voluntary purpose**. If personal data are to be used for an obligatory purpose, you **MUST** provide your personal data to MSIG if you want MSIG to provide the Product. Failure to supply such data for obligatory purpose may result in MSIG being unable to provide the Product.

The **obligatory purposes** for which your personal data may be used are as follows:-

- processing and evaluating your insurance application and any future insurance application you may make;
- our daily operation and administration of the services and facilities in relation to the Product provided to you;
- variation, cancellation or renewal of the Product;
- invoicing and collecting premiums and outstanding amounts from you;
- assessing and processing claims in relation to the Product and any subsequent legal proceedings;
- exercising any right of subrogation by us;
- contacting you for any of the above purposes;
- other ancillary purposes which are directly related to the above purposes; and
- complying with applicable laws, regulations or any industry codes or guidelines.

The **voluntary purposes** for which your personal data may be used are any sales, marketing, promotion of other general insurance services and products provided by MSIG. The personal data we intend to use for voluntary purposes are your name, your address, your phone number and email address. We cannot use your personal data for voluntary purposes without your consent.

If you do not wish MSIG to use your personal data for the voluntary purposes listed above,  you should tick the box on the right and send us a copy of this Notice at the address listed below together with the required information which are necessary for us to process your opt-out request. You may also notify us by sending an email to 'dpo@hk.msg-asia.com'. In your notification, you must supply the same required information as listed below.

<b>To enable us to process your opt-out request, please provide us below information and send to: The Data Protection Officer at 9/F, Cityplaza One, 1111 King's Road, Taikoo Shing, Hong Kong.</b>	
<b>Full Name:</b>	
<b>Contact Number:</b>	
<b>HKID Number:</b>	<i>(for identification purpose)</i>
<b>Policy / Certificate / Acknowledgement Number (if you have one):</b>	
<b>NOTE: This instruction will override all previous instructions relating to direct marketing that have been given to MSIG.</b>	

In connection with any of the above purposes, the personal data that we have collected might be transferred to:

- third party agents, contractors and advisors who provide administrative, communications, computer, payment, security or other services which assist us to carry out the above purposes (including medical service providers, emergency assistance service providers, telemarketers, mailing houses, IT service providers and data processors);
- in the event of a claim, loss adjudicators, claims investigators and medical advisors;
- reinsurers and reinsurance brokers;
- your insurance broker;
- our legal and professional advisors;
- our related companies as defined in the Companies Ordinance;
- the Hong Kong Federation of Insurers (or any similar association of insurance companies) and its members;
- the Insurance Claims Complaints Bureau and similar industry bodies; and
- government agencies and authorities as required or permitted by law.

In order to confirm the accuracy of your personal data, you agree to provide us with authorisation to access to and to verify any of your personal data with the information collected by any federation of insurance companies from the insurance industry.

Under the relevant laws and regulations, you have the right to request access to and to request correction of your personal data held by us. If you wish to exercise these rights, please write to our Data Protection Officer at 9/F Cityplaza One, 1111 King's Road, Taikoo Shing, Hong Kong.

If you have any enquiries or require assistance with this Personal Information Collection Statement, please call us at (852) 3122 6922.

## 附錄：致各客戶有關個人資料（私隱）條例（“條例”）通知書

三井住友海上火災保險（香港）有限公司（下稱「三井住友保險」、「我們」或「本公司」）請您仔細閱讀下列條款與條件。如此聲明的英文版本與中文版本內容有歧異，將以英文版本為準。

### 私隱政策

三井住友保險極為重視您的私隱。為了保障您的個人資料，我們以有關法例及規例為準則，向公司內部傳達並執行我們定立之私隱及保障指引。三井住友保險採取預防措施以保障您的個人資料免遭受遺失、盜竊、誤用，以及在未經許可之情況下被取用、洩露、更改及破壞。此外，我們均不會出售您的個人資料給任何人。三井住友保險嚴格執行認可管制，只容許獲授權之職員在必需要的情況下，取用或處理您的個人資料。我們會向職員定期提供培訓，確保他們知悉任何有關私隱法律及規例的新發展。

我們只會在法律容許並必需用於業務及稅務用途之情況下，保留您的個人資料作為我們的業務記錄。我們會向以本公司之名義提供行政或其他服務之代理、承辦商或第三者，要求他們遵循本政策保護有可能收到的個人資料。本公司不會容許他們使用有關資料於任何其他目的。如您對我們的私隱政策有任何疑問，歡迎聯絡我們查詢。

我們可能不時修改此範本。修改後的範本可於本公司網頁 [www.msig.com.hk](http://www.msig.com.hk) 下載。您應定期查閱此範本所修改的內容。

### 個人資料收集聲明

個人資料是可以用作獨立識別或聯絡個別人士之數據。貴為我們的客戶，您須向我們不時供給與我們提供之一般保險服務及保單產品（下稱「保單」）相關的個人資料，讓我們可向您提供客戶服務及改善服務質素。當中包括但不限於您在申請表填寫或任何與保單有關之文件上或任何透過保單索償上所載之個人資料。

您的個人資料可被用於**強制性**或**自願性**用途。如個人資料是用於強制性用途，而您希望三井住友保險提供有關保單，則您必須向三井住友保險提供有關個人資料，否則三井住友保險將不能向您提供有關保單。

您的個人資料可被用於以下**強制性**之用途：

- 處理及審批您的保險申請或您將來提交的保險申請；
- 向您提供與保單及核保相關之日常運作及行政用途；
- 保單之更改、取消或續保用途；
- 發出繳交保費通知及向您收取保費及欠款；
- 評估及處理透過保單索償及任何繼後法律訴訟之用途；
- 由本公司行使代位權利之用途；
- 就以上用途聯絡您；
- 其他與上述用途有直接關係的附帶用途；及
- 遵循適用法律，條例及業內守則及指引。

而**自願性用途**則指任何三井住友保險提供的其他一般保險服務及保單產品之銷售、市場營銷及推廣。用作自願性用途之個人資料則為您的姓名、地址、電話號碼及電郵地址。未獲您同意之前我們並不能使用您的個人資料作自願性用途。

如您不欲 三井住友保險將您的個人資料用作上述自願性用途，您應於右列方格加上剔號並   
將此通告之副本連同您要求拒絕服務所必須提供的資料（詳情如下）郵寄至下列地址。  
您亦可選擇以電郵方式將您的要求連同所需的個人資料（詳情如下）電郵至“[dpo@hk.msif-asia.com](mailto:dpo@hk.msif-asia.com)”。

為讓我們能夠處理您以上提出的拒絕服務之請求，請提供以下資料並寄至三井住友海上火災保險（香港）有限公司的資料保護主任：香港太古城英皇道 1111 號太古城中心第一期 9 樓。	
姓名：	
聯絡電話：	
香港身份證號碼：	(作識別之用)
保單號碼 / 證書編號 / 確認編號 (如適用)：	
附註:此拒絕服務要求將會取代您先前給予三井住友保險一切關於直接促銷的指示。	

就任何上述的用途，我們所收集的個人資料可能會被轉移至：

- 向我們提供行政、通訊、電腦、付款、保安及其他服務的第三方代理、承包商及顧問（包括：醫療服務供應商、緊急救援服務供應商、電話促銷商、郵寄及印刷服務商、資訊科技服務供應商及數據處理服務商）；
- 處理索賠個案的理賠師、理賠調查員及醫療顧問；
- 再保公司及再保經紀；
- 您的保險經紀；
- 我們的法律及專業業務顧問；
- 我們的關連公司（以《公司條例》內的定義為準）；
- 香港保險業聯會（或同類的保險公司聯會）及其會員；
- 保險索償投訴局及同類的保險業機構；
- 法例要求或許可的政府機關。

為了確保您的個人資料之準確性，您同意授權本公司查閱並核實任何由保險業界內保險公司聯會所收集有關您的個人資料。

根據有關法例及規例，您有權查閱及更正本公司所持的任何載有您的個人資料之記錄。如您欲行使以上權利，可以書面形式投寄至香港太古城英皇道 1111 號太古城中心第一期 9 樓三井住友海上火災保險（香港）有限公司，通知本公司的資料保護主任。

如您對此個人資料收集聲明有任何疑問或須協助，請致電(852) 3122 6922 與我們聯絡。